

## Sale agreement

*Manufactured Homes (Residential Parks) Act 2003*

This form is effective from 7 June 2026

### Important

Before signing this sale agreement, you should:

- seek independent advice from an experienced Queensland lawyer at an early stage and throughout the transaction
- ensure appropriate terms for the sale of the manufactured home have been set out in Part 5 or attached to this form and referenced in Part 5
- this form is not designed to be a complete contract, and sellers should ensure that appropriate terms to cover all aspects of the transaction are included
- ensure that all terms of the agreement are satisfactory and that you understand how the terms may affect you
- understand that this sale agreement is only for the purchase of the manufactured home, and not the land the home is positioned on

### About this document

Section 56B of the Act requires the seller to ensure that the agreement for the sale of the manufactured home is in the approved form and includes the information prescribed by regulation.

This document is the approved form and must be used when a buyer and seller agree to buy / sell a manufactured home positioned on a site in a residential park regulated under the *Manufactured Homes (Residential Parks) Act 2003* (the Act).

This approved form includes the information required by regulation, which is set out in Parts 1 to 4.

The parties are responsible for setting out the terms that apply to the sale of the manufactured home in Part 5. It is important that the parties include appropriate terms to effect the sale of the manufactured home. The terms may be set out in Part 5 or in a document attached to this Form and referenced in Part 5.

Parties to the agreement are responsible for ensuring they are satisfied with the terms of the agreement and are strongly encouraged to seek independent legal advice at an early stage and throughout the transaction, before completing the sale of a manufactured home.

### About buying a manufactured home

When purchasing a manufactured home that is positioned on a site in a residential park, the buyer must, in conjunction with the sale agreement, enter into a site agreement with the park owner for positioning the home on a site in the residential park.

The seller must not complete a sale agreement for a manufactured home unless the park owner and the buyer have entered into a site agreement for the site on which the manufactured home is positioned and the buyer has been given the disclosure documents for the site by the park owner as required under the Act.

Living in a manufactured home in a residential park differs from other kinds of residential living. Prospective purchasers should carefully consider whether the manufactured home and the residential park community are suitable for their personal and financial circumstances before entering into the sale agreement and site agreement.

Before entering into the sale agreement, buyers should also undertake a Personal Property Securities Register (PPSR) search to check if there is a registered security interest over the property in order to avoid unknowingly purchasing a home with a security interest over it.

## About residential parks

In residential parks, manufactured home owners own their home but rent the land from a park owner. When you purchase a manufactured home in a residential park, you will not own the land your manufactured home is positioned on, and you are required to pay site rent while the home is located in the park.

As a home owner in a residential park, you are subject to the obligations in your site agreement, the Act, and the park rules for the residential park.

In limited circumstances, your site agreement may be terminated in accordance with the Act. Where this occurs, you may be required to remove the manufactured home from the residential park or transfer ownership of your home to the park owner in exchange for compensation.

## Further information

For more information on the process of buying a manufactured home and your rights and obligations as a manufactured home owner in a residential park, please read the Home Owner Information Document available at <https://www.business.qld.gov.au/industries/service-industries-professionals/housing-accommodation/managing-manufactured-homes/forms-residential-park>

## Cyber Warning

Cyber criminals are targeting real estate and other transactions by sending fraudulent electronic communications (emails) impersonating lawyers, real estate agents, other professionals and parties to agreements. BEFORE you pay any funds to another person or company using information that has been emailed to you or contained in this sale agreement, you should contact the intended recipient by telephone to verify and confirm the account details that have been provided to you.

**Please complete this form in BLOCK letters.** Attach extra pages if needed and where directed to do so. Give all dates as DD/MM/YYYY. If you need further information regarding this form, contact the Department of Housing and Public Works on **13 QGOV (13 74 68)**

## Part 1 – Relevant parties

|   |  |
|---|--|
| <b>1.1 Seller identity</b>                                  | 1.1.1 The seller of the manufactured home is<br>the park owner of the residential park<br>a home owner in the residential park   |
| <b>1.2 Seller(s)</b>  | <p><b>Individual seller 1 (if applicable)</b></p> 1.2.1 Name .....<br>1.2.2 Address .....<br>1.2.3 Suburb ..... State ..... Postcode.....<br>1.2.4 Phone .....<br>1.2.5 Email .....  |
| <b>1.3 Seller's agent or representative (if applicable)</b> | <p><b>Individual seller 2 (if applicable)</b></p> 1.2.6 Name .....<br>1.2.7 Address .....<br>1.2.8 Suburb ..... State ..... Postcode.....<br>1.2.9 Phone .....<br>1.2.10 Email .....   |
|   | <p><b>Corporation seller (if applicable)</b></p> 1.2.11 Full company / corporation name<br>.....<br>.....<br>1.2.12 Australian Company Number (ACN) .....<br>1.2.13 Australian Business Number (ABN) .....<br>1.2.14 Business address .....<br>1.2.15 Suburb ..... State ..... Postcode.....<br>1.2.16 Business hours phone number .....<br>1.2.17 Email ..... |
|   | 1.3.1 Name .....<br>.....<br>1.3.2 Australian Company Number (ACN) .....<br>1.3.3 Australian Business Number (ABN) .....<br>1.3.4 License No (if applicable) .....<br>1.3.5 Business address .....<br>.....<br>1.3.6 Suburb ..... State ..... Postcode.....<br>1.3.7 Business hours phone number .....<br>1.3.8 Email .....                                    |

## Part 1 – Relevant parties

### 1.4 Seller's solicitor (if applicable)

1.4.1 Name .....

.....

1.4.2 Ref .....

1.4.3 Address .....

.....

1.4.4 Suburb ..... State ..... Postcode.....

1.4.5 Business hours phone number .....

1.4.6 Email .....

### 1.5 Buyer(s)

#### Individual buyer 1 (if applicable)

1.5.1 Name .....

.....

1.5.2 Address .....

.....

1.5.3 Suburb ..... State ..... Postcode.....

1.5.4 Phone .....

1.5.5 Email .....

#### Individual buyer 2 (if applicable)

1.5.6 Name .....

.....

1.5.7 Address .....

.....

1.5.8 Suburb ..... State ..... Postcode.....

1.5.9 Phone .....

1.5.10 Email .....

#### Corporation buyer (if applicable)

1.5.11 Full company / corporation name

.....

.....

1.5.12 Australian Company Number (ACN) .....

1.5.13 Australian Business Number (ABN) .....

1.5.14 Business address

.....

.....

1.5.15 Suburb ..... State ..... Postcode.....

1.5.16 Business hours phone number .....

1.5.17 Email .....

## Part 1 – Relevant parties

### 1.6 Buyer's agent or representative (if applicable)

1.6.1 Name .....

.....

1.6.2 Australian Company Number (ACN) .....

1.6.3 Australian Business Number (ABN) .....

1.6.4 License No (if applicable) .....

1.6.5 Address .....

.....

1.6.6 Suburb ..... State ..... Postcode.....

1.6.7 Phone .....

1.6.8 Email .....

### 1.7 Buyer's solicitor (if applicable)

1.7.1 Name .....

.....

1.7.2 Ref .....

1.7.3 Address .....

.....

1.7.4 Suburb ..... State ..... Postcode.....

1.7.5 Phone .....

1.7.6 Email .....

### 1.8 Ownership type

1.8.1 If there is more than one buyer listed in part one, how will the manufactured home be held:

As joint tenants

As tenants in common

1.8.2 If tenants in common, detail how ownership is split:

In equal shares

Other (specify) .....

Please note that completion of this section is compulsory if there is more than one buyer listed in part one.

## Part 2 – Home and park details

|  |   |
|--|---|
| <p><b>2.1 Manufactured home location</b></p>                         | <p>2.1.1 Residential park name .....</p> <p>.....</p> <p>2.1.2 Residential park ID / reference number<br/>(this may be obtained from the residential park manager or owner)</p> <p>.....</p> <p>2.1.3 Residential park address .....</p> <p>.....</p> <p>2.1.4 Site number or street address of the manufactured home in residential park as shown on the attached map</p> <p>.....</p> |
| <p><b>2.2 Park owner details</b></p>                                 | <p>2.2.1 Full name / company name</p> <p>.....</p> <p>2.2.2 Business address</p> <p>.....</p> <p>.....</p> <p>2.2.3 Suburb ..... State ..... Postcode.....</p> <p>2.2.4 Business hours phone number .....</p> <p>2.2.5 Email .....</p>  |
| <p><b>2.3 Other identifying details of the manufactured home</b></p> | <p>2.3.1 Number of bedrooms .....</p> <p>2.3.2 Number of bathrooms .....</p> <p>2.3.3 Any other unique identifying number or feature, for example a serial number (if applicable)</p> <p>.....</p> <p>.....</p>   |
| <p><b>2.4 Excluded attachments or fixtures</b></p>                   | <p>2.4.1 Detail any items attached or affixed to the manufactured home that are not included as part of the sale of the manufactured home</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>  |



## Part 3 – Details of purchase price, deposit and settlement

|  |  |
|--|--|
| <b>3.1 Purchase price</b>  | <p>3.1.1 Purchase price<br/>\$ .....</p> <p><i>Unless specified otherwise in this sale agreement, the purchase price includes any GST payable on the supply of the manufactured home to the buyer</i></p>  |
| <b>3.2 Deposit</b>   | <p>3.2.1 Deposit amount<br/>.....</p> <p>3.2.2 Deposit payable on<br/>.....</p> <p>3.2.3 Deposit holder .....</p> <p>3.2.4 Deposit holder's bank account<br/>Bank .....</p> <p>BSB .....</p> <p>Account no .....</p> <p><i>The parties must ensure the terms in Part 5 deal with the payment of the deposit and consequence for non/late payment.</i></p>  |
| <b>3.3 Payment details</b>   | <p>3.3.1 Settlement date<br/>.....</p> <p>3.3.2 Place for settlement (if applicable)<br/>.....</p> <p>3.3.3 Method of payment of balance purchase price:<br/>         electronic funds transfer as directed by the seller or the seller's solicitor<br/>         bank cheque as the seller or the seller's solicitor directs<br/>         other (specify)<br/>         .....<br/>         .....</p> <p><i>The parties must ensure the terms in Part 5 deal with the payment of the balance purchase price at settlement.</i></p> |
| <b>3.4 The day ownership of the manufactured home is transferred</b> | <p>3.4.1 Detail when ownership of the manufactured home is transferred to the buyer of the manufactured home<br/>         On payment of the balance purchase price by the buyer to the seller under the sale agreement<br/>         Other (Specify)<br/>         .....<br/>         .....</p> <p><i>The parties must ensure the terms in Part 5 deal with the transfer of ownership of the manufactured home.</i></p>  |

## Part 4 - Termination of site agreement and sale agreement under the Act

### 4.1 Termination of site agreement and sale agreement under the Act

#### How can a site agreement be terminated during the cooling-off period?

4.1.1 Under the Act, the buyer may terminate their site agreement with the park owner within the cooling-off period by giving a signed notice of termination to the park owner, and to any person the buyer has granted a security interest in the manufactured home.

4.1.2 The notice must state the termination date that is within 28 days of the notice being given.

4.1.3 The buyer may terminate the site agreement with the park owner under the cooling-off period even though the buyer has affirmed the site agreement and the site agreement has been fully executed.

4.1.4 If the site agreement is terminated by a buyer under the cooling-off period, the buyer is not liable to pay any amount otherwise payable under the site agreement by the buyer to the park owner and the park owner must, within 14 days after the termination, refund any amount received under the site agreement from the buyer.

#### What is the cooling-off period?

4.1.5 The cooling-off period means the following period after the day the last person signed the site agreement:

- if the park owner has not given the buyer the disclosure documents for the site as required under section 29 of the Act – 28 days;
- otherwise – 7 days.

#### What happens to the sale agreement if the site agreement is terminated under the cooling-off period in section 33 of the Act?

4.1.6 If the park owner is the seller of the manufactured home under this sale agreement, and the buyer terminates the site agreement between the parties under the cooling-off period, then, the sale agreement is also terminated at the end of the same day the site agreement is terminated. Where this occurs, ownership of the home reverts to the seller.

4.1.7 Automatic termination of the sale agreement upon termination of the site agreement under section 33 of the Act can occur even though the buyer has affirmed the sale agreement and the sale agreement has been fully executed.

4.1.8 If the buyer has granted a financier a security interest in the manufactured home and the sale agreement is automatically terminated upon termination of the site agreement, then within 7 days after the ending of the sale agreement, the financier must tell the seller how much they are owed under the security interest.

4.1.9 When issuing a refund, the seller must first pay the financier what they are owed under the security interest, with any balance then paid to the buyer.

4.1.10 The seller cannot issue the refund until they have received the necessary information from the financier (or until 7 days have elapsed from the end of the sale agreement) but the refund must still occur within 14 days from the end of the sale agreement.

4.1.11 If the buyer was not given the disclosure documents required under section 29, the park owner must provide a refund for any expenses reasonably incurred by the buyer arising out of or incidental to the sale agreement.

4.1.12 If the seller of the manufactured home under this sale agreement is not the park owner, sections 4.1.6 to 4.1.11 do not apply. The buyer may still terminate their site agreement with the park owner under the cooling off provisions described at sections 4.1.1 to 4.1.5, but the sale agreement between the buyer and the seller will not automatically be terminated. The buyer will be responsible for the removal of the manufactured home from the residential park by the termination day stated in the notice of termination.

## Part 5 –Sale agreement terms

The buyer and seller must set out the terms that apply to the sale of the manufactured home below. It is important that the parties include appropriate terms to effect the sale of the manufactured home.

The Queensland Government is not liable for the content of any terms agreed by the parties and has no liability in respect of such terms.

All parties are strongly encouraged to seek independent legal advice throughout the transaction when selling a manufactured home and prior to signing this sale agreement.

Examples of terms that might be included in this part of the sale agreement include:

- payment and treatment of the deposit
- agreed conditions of settlement, including payment of balance purchase price and transfer of ownership
- finance clauses
- building and pest inspection reports, notices about compliant smoke alarms
- other matters affecting the property (e.g., risk, title encumbrances, seller's warranties, etc)
- rights and obligations until settlement
- default by seller or buyer
- electronic settlement, signing and disclosure
- any other terms negotiated between the parties.

The terms relating to this sale agreement should be detailed below or in an attached document (for example, a standard contract of sale applying to the sale of the manufactured home). If attaching another document containing terms, please clearly reference the attached document below.

The seller agrees to sell, and the buyer agrees to purchase, the manufactured home in accordance with:

the terms set out below

the terms set out in the attached document entitled:

.....

## Part 6 –Signatures and confirmation

### 6.1 Buyer signatures

#### Buyer 1

Signatory (print name) .....

Signature ..... Date signed .....  
DD / MM / YYYY

#### Witness

Signatory (print name) .....

Signature ..... Date signed .....  
DD / MM / YYYY

#### Buyer 2 (if applicable)

Signatory (print name) .....

Signature ..... Date signed .....  
DD / MM / YYYY

#### Witness

Signatory (print name) .....

Signature ..... Date signed .....  
DD / MM / YYYY

### 6.2 Seller signatures

#### Seller 1

Signatory (print name) .....

Company position .....

Signature ..... Date signed .....  
DD / MM / YYYY

#### Witness

Signatory (print name) .....

Signature ..... Date signed .....  
DD / MM / YYYY

#### Seller 2 (if applicable)

Signatory (print name) .....

Company position .....

Signature ..... Date signed .....  
DD / MM / YYYY

#### Witness

Signatory (print name) .....

Signature ..... Date signed .....  
DD / MM / YYYY