

Site agreement

Manufactured Homes (Residential Parks) Act 2003



This form is effective from 6 December 2025

Important

Before signing this site agreement, you should:

- seek independent advice from an experienced Queensland lawyer
- ensure that the terms of your site agreement are satisfactory and that you understand how any special terms may affect you.
- ensure you understand your obligations to pay site rent, and how your site rent may increase in the future.
- note that special terms are not prescribed by the Act but are subject to negotiation between parties. Special terms are void to the extent that they are inconsistent with the Act or regulations.

Home owners and park owners are required to enter into a written site agreement under the *Manufactured Homes (Residential Parks) Act 2003* (the Act). A site agreement must be in the approved form, comply with the requirements of the Act, and any relevant regulations.

Under a site agreement, the park owner grants the home owner the right to:

- occupy the site specified in Part 1.1 of this site agreement
- position a manufactured home on the site and
- non-exclusive use of the park's common areas and communal facilities.

Before signing this agreement, you should make sure you read the Home Owners Information Document and be certain that you understand and accept your rights and obligations as a manufactured home owner positioning your home on a site in a residential park. The Home Owners Information document is general information and does not form part of this site agreement.

Part 1 – Basic information

1.1 Park details and location

This site agreement relates to the following address / unit / location:

Residential park name

Residential park reference number

Residential park address

.....

Site number / address

.....

Area of site (e.g. z square metres or x metres by y metres)

.....

1.2 Parties to the site agreement

This site agreement is between the following parties:

Park owner name

.....

Home owner(s) name(s).....

.....

1.3 Site agreement commencement date

This site agreement starts on

..... (DD/MM/YYYY)

Note: A home owner's right under a site agreement to position a manufactured home on a site continues until the agreement is terminated in accordance with the Act.

<p>1.4 Home owner contact details</p> <p><i>Add additional copies of this page if required</i></p>	<p>Preferred title: <input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Ms <input type="checkbox"/> Miss Other (specify)</p> <p>Full name</p> <p>Current address</p> <p>Suburb State Postcode</p> <p>Phone</p> <p>Email</p> <p>Do you consent to receive documents electronically? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Emergency contact</p> <p>Name</p> <p>Phone</p> <p>Email</p> <hr/> <p>Preferred title: <input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Ms <input type="checkbox"/> Miss Other (specify)</p> <p>Full name</p> <p>Current address</p> <p>Suburb State Postcode</p> <p>Phone</p> <p>Email</p> <p>Do you consent to receive documents electronically? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Emergency contact</p> <p>Name</p> <p>Phone</p> <p>Email</p>
<p>1.5 Support person, advocate or guardian details</p>	<p>Has a support person, advocate or guardian been involved in decision-making in relation to this site agreement?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, please provide details</p> <p>Name</p> <p>Contact</p>

**1.6 Park Owner
contact details**

☐ **Individual owner**

Preferred title: ☐ Mr ☐ Mrs ☐ Ms ☐ Miss ☐ Other (specify)

Full name

☐ **Corporate owner**

Full company / corporation name

.....

.....

Australian Company Number (ACN)

Australian Business Number (ABN)

Business address

.....

.....

Suburb State Postcode

Contact details for park owner or park manager

Phone

Email

Part 2 – Site rent and charges

2.1 Site rent payable for site

The site rent for your manufactured home positioned on a site in the residential park is
\$

This amount is paid

☐ weekly ☐ fortnightly ☐ monthly Other (specify)

Site rent must be paid

☐ in advance ☐ in arrears

Site rent payments are due on the following day(s)

.....
.....

2.2 Payment of site rent

The following three or more options are available for home owners to pay site rent:

☐ Cash ☐ Cheque ☐ direct debit ☐ bank transfer ☐ credit card

☐ EFTPOS ☐ BPAY ☐ deduction from pay, pension of other benefit

Detail any fees applicable to payments using the available options

.....
.....
.....
.....

Note: Home owners must be given at least 3 options for payment of site rent, including at least 1 way which does not incur an additional cost.

Location for site rent payment (if applicable)

.....
.....

Details for bank payments (if applicable)

BSB

Account no

BPAY Details (if applicable)

Biller code:

Ref:

Any other instructions for payment (as applicable)

.....
.....
.....
.....
.....

2.3 General site rent increases

Limitations apply to general increases in site rent. For more information, see your Home Owners Information Document.

Under what prescribed basis can site rent be increased under this site agreement (general site rent increase)? Choose an item:

- ☐ An increase based on CPI
- ☐ A fixed percentage increase
- ☐ An increase by a fixed dollar amount
- ☐ An increase based on an increase in local government charges apportioned across home owners
- ☐ An increase based on the higher of two prescribed bases
- ☐ An increase based on the lower of two prescribed bases
- ☐ A formula which adds any two of the prescribed bases
- ☐ None

How is this basis calculated?

.....

.....

.....

.....

Frequency

.....

.....

.....

Next general increase day (if known)

.....

Are there any alternative prescribed basis under which site rent be increased under this site agreement (general site rent increase)? Choose an item:

- ☐ An increase based on CPI
- ☐ A fixed percentage increase
- ☐ An increase by a fixed dollar amount
- ☐ An increase based on an increase in local government charges apportioned across home owners
- ☐ An increase based on the higher of two prescribed bases
- ☐ An increase based on the lower of two prescribed bases
- ☐ A formula which adds any two of the prescribed bases
- ☐ None

How is this basis calculated?

.....

.....

.....

.....

	<p>Frequency</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Next general Increase day (if known)</p> <p>.....</p>
<p>2.4 Other ways site rent may be varied</p>	<p>In some circumstances, your site rent may be varied in other ways. Under the Act, the Queensland Civil and Administrative Tribunal may make an order increasing site rent on application by the park owner or make an order reducing the site rent on application by the home owner.</p> <p>Part 11 of the Act (Varying Site rent) states the circumstances in which the orders may be made, and more information can be found in the Home Owners Information Document.</p>
<p>2.5 Other fees or charges</p>	<p>State any other mandatory fees or charges payable to the park owner under the site agreement</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>

Part 3 – Utilities, Services, amenities and facilities

3.1 Regarding Utilities, services, amenities and facilities	<p>Home owners have a right to the non-exclusive use of common areas and communal facilities in a residential park. The facilities, areas and amenities available to home owners under this site agreement, including whether use of these facilities attract any additional costs are included in the Residential Park Comparison Document (Parts 3) for the residential park at the time of sale. Access to, and use of these facilities / amenities, as described, forms part of this site agreement.</p> <p>Where a community facility or service provided at the park when the site agreement was entered into has been withdrawn, or the amenity or standard of the residential park's common areas and communal facilities has decreased substantially, you may be entitled to seek a decrease in site rent. For more information see the Home Owners Information Document.</p>
3.2 Electricity and solar panels	<p>In the park, electricity is:</p> <p><input type="checkbox"/> available and included in site rent</p> <p><input type="checkbox"/> available through the park owner at an additional charge</p> <p><input type="checkbox"/> available but must be arranged separately with a service provider</p> <p><input type="checkbox"/> not available</p> <p><i>Note: home owners can only be separately charged for utility usage where their homes are separately metered / measured. Charges cannot exceed those charged by the relevant supply entity.</i></p> <p><i>Charges for usage are taken to include any access / service charges associated with the usage from the relevant supply entity. Where a park pays a single service / access charge for the whole park, it may be apportioned between home owners.</i></p>
3.4 Water	<p>In the park, water is:</p> <p><input type="checkbox"/> available and included in site rent</p> <p><input type="checkbox"/> available through the park owner at an additional charge</p> <p><input type="checkbox"/> available but must be arranged separately with a service provider</p> <p><input type="checkbox"/> not available</p> <p><i>Note: home owners can only be separately charged for utility usage where their homes are separately metered / measured. Charges cannot exceed those charged by the relevant supply entity.</i></p> <p><i>Charges for usage are taken to include any access / service charges associated with the usage from the relevant supply entity. Where a park pays a single service / access charge for the whole park, it may be apportioned between home owners.</i></p>
3.5 Sewerage	<p>In the park, sewerage is:</p> <p><input type="checkbox"/> available and included in site rent</p> <p><input type="checkbox"/> available through the park owner at an additional charge</p> <p><input type="checkbox"/> available but must be arranged separately with a service provider</p> <p><input type="checkbox"/> not available</p> <p><i>Note: home owners can only be separately charged for utilities where the use of the utility is separately metered / measured. Charges cannot exceed those charged by the relevant supply entity.</i></p>

3.6 Gas	<p>In the park, gas is:</p> <div><input type="checkbox"/> available and included in site rent</div> <div><input type="checkbox"/> available through the park owner at an additional charge</div> <div><input type="checkbox"/> available but must be arranged separately with a service provider</div> <div><input type="checkbox"/> not available</div> <p><i>Note: home owners can only be separately charged for utility usage where their homes are separately metered / measured. Charges cannot exceed those charged by the relevant supply entity.</i></p> <p><i>Charges for usage are taken to include any access / service charges associated with the usage from the relevant supply entity. Where a park pays a single service / access charge for the whole park, it may be apportioned between home owners.</i></p>
3.7 Telephone (landline)	<div><input type="checkbox"/> Included in site rent</div> <div><input type="checkbox"/> Available but not included in site rent</div> <div><input type="checkbox"/> Not available</div> <div><input type="checkbox"/> Other (specify)</div> <p>Specify any limits, caps or other conditions on telephone usage</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
3.8 Internet service	<div><input type="checkbox"/> Included in site rent</div> <div><input type="checkbox"/> Available but not included in site rent</div> <div><input type="checkbox"/> Not available</div> <div><input type="checkbox"/> Other (specify)</div> <p>Specify any limits, caps or other conditions on internet usage</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
3.9 Other services included in site rent	<p>Detail any other services provided by (or on behalf of) the park owner which are included in site rent (for example lawn mowing services, transportation services or food services)</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>

Part 4 – Park Rules, limitations and responsibilities

4.1 Maximum occupancy	Maximum number of persons who may reside on the site
4.2 Park rules	<p>Are there any park rules? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Note: Under the Act, park rules are taken to be part of your site agreement. By signing this site agreement, you also agree to comply with the park rules, including any changes to park rules made in accordance with the Act. Park rules must be displayed on the notice board for the park, and a copy of the park rules are included in the Residential Park Comparison Document.</p> <p>Park rules may be subject to change. For more information on park rules, see the Home Owners Information Document.</p>
4.3 Letting the home	<p>Can the home owner let the home to a tenant on a temporary basis? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, are there any limitations on letting the home? Please specify: </p> <p>If the home owner is permitted to rent the site to a person on a temporary basis under this site agreement, and the home owner chooses to do so, the home owner must give the park owner a notice which includes the name of the tenant and the period of the tenancy as soon as practicable.</p>
4.4 Responsibility for maintenance of site features	<p>Detail any external features of the site that the home owner must maintain (for example, gardens, laws, trees, retaining walls) </p> <p>Detail any external features of the site that the park owner must maintain (for example, gardens, laws, trees, retaining walls) </p>

4.5 Placement of 'for sale' signs	<p>Can the home owner place a 'for sale' notice or sign for the home on the site?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, are there any restrictions on the size or placement of the notice or sign? Please specify:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>If a home owner is allowed to place a 'for sale' notice or sign on the site, the home owner must give the park owner notice of the intention to offer the home for sale before placing the sign on the site.</p>
4.6 Repositioning the manufactured home	<p>Does the park owner reserve the right to reposition the manufactured home to a comparable site in the park if necessary.</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If repositioning is permitted, the park owner may only reposition the manufactured home to a site that is broadly comparable to the original site and only where the park owner gives the home owner a written undertaking to pay all expenses involved in the repositioning.</p>
4.7 Home owner and park owner responsibilities taken to be part of the site agreement	<p>The following are taken to be terms of a site agreement under the Act:</p> <ol style="list-style-type: none"> 1. The home owner's responsibilities under section 16 of the Act 2. The park owner's responsibilities under section 17 of the Act 3. The park rules for the residential park 4. The terms of any tribunal order in force about the agreement 5. Other duties imposed on, or entitlements given to, the park owner or home owner under the Act. <p>For a detailed description of the home owner's and park owner's responsibilities under the Act, including behavioural standards, see the Home Owners Information Document.</p>
4.8 Emergency plan and notice board	<p>Under the Act, the park owner must maintain a notice board in a prominent position in a common area of the residential park, and is responsible for preparing, maintaining and implementing an Emergency Plan for the park. A copy of the emergency plan must be displayed on the notice board for the residential park.</p> <p>Location of notice board:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Note: May refer to map or diagram where one is provided with site agreement.</p>

Part 5 – Additional special terms

State any other special terms of the site agreement (refer to attachments or attach additional pages as required)

[illegible]

Part 6 –Acceptance of site agreement

6.1 Disclosure period	<p>The park owner for a residential park must not enter into a site agreement with a prospective home owner for a site in the park unless the park owner has given the home owner the required precontractual disclosure information at least 21 days before the park owner enters into the agreement, or at least 7 days where a home owner waiver has been received.</p> <p>The follow documents have been provided to the home owner:</p> <p><input type="checkbox"/> The residential park comparison document on DD/ MM / YYYY</p> <p><input type="checkbox"/> The home owners information document on DD/ MM / YYYY</p> <p><input type="checkbox"/> A copy of the proposed site agreement on DD/ MM / YYYY</p>
6.2 Legal advice and precontractual disclosure waiver	<p>Has the home owner(s) received independent legal advice about entering into this site agreement?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, has the home owner waived their right to be given the disclosure documents for the site agreement at least 21 days before entering into the agreement by signing a precontractual disclosure waiver (Form 1C)?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
6.3 Cooling off period	<p>After entering into this site agreement, the home owner may change their mind and terminate the site agreement within the cooling-off period by providing a termination notice to the park owner, and anybody who has been granted a security interest in the manufactured home.</p> <p>By default, the cooling-off period is 7 days, but increases to 28 days if the park owner has not provided the necessary precontractual disclosure documents as required under the act.</p> <p>For more information on what happens when you terminate this site agreement during the cooling-off period, and how this may impact your sale agreement for the manufactured home see the Home Owners Information Document (Form 1).</p>

<p>6.4 Home owner signatures</p> <p><i>Attach additional pages as required</i></p> <p>Note: The witness cannot be the park owner or the home owner</p>	<p>By signing this site agreement, the parties agree to be bound by its terms and conditions, including the park rules, responsibilities and behavioural standards taken to be part of this site agreement.</p> <p>Signatory (print name)</p> <p>Signature Date signed DD MM YYYY</p> <p>Witness</p> <p>Signatory (print name)</p> <p>Signature Date signed DD MM YYYY</p> <p>Signatory (print name)</p> <p>Signature Date signed DD MM YYYY</p> <p>Witness</p> <p>Signatory (print name)</p> <p>Signature Date signed DD MM YYYY</p>
<p>6.5 Park owner /manager signature</p> <p>Note: The witness cannot be the park owner or the home owner</p>	<p>Signatory (print name)</p> <p>Company position</p> <p>Signature Date signed DD MM YYYY</p> <p>Witness</p> <p>Signatory (print name)</p> <p>Signature Date signed DD MM YYYY</p>