

## **WARRINA INNISFAIL THE LAKES RETIREMENT VILLAGE APPLICATION FOR RESIDENCE FORM**

1. I/We hereby acknowledge that I/we have received a copy of the Prospective Costs Document for the Lakes Residential Retirement Village lodged pursuant to section 27 of the Retirement Villages Act 1999 ('Act') which contains all details of the Residence Contract required pursuant to section 45(1) of the Act.
2. I/We, the Applicant described in the Schedule, HEREBY APPLY TO Warrina Innisfail as the Scheme Operator for a Residence Contract for a right to reside in the accommodation unit referred to in the Schedule.
3. I/We acknowledge that to secure a Residence Contract for the accommodation unit I/we must pay the ingoing contribution by way of an interest free loan to Warrina Innisfail in the amount shown in Item 7 of the Schedule.
4. I/We acknowledge that this Application is subject to acceptance by Warrina Innisfail.
5. I/We further acknowledge that this Application may be withdrawn by me/us at any time prior to receiving written notification from Warrina Innisfail accepting this Application or within fourteen (14) days thereafter.
6. I/We further agree that I/We will, after 21 days (21) days of receiving the Prospective Costs Document, sign the documentation required to secure the accommodation unit described in the Schedule hereto, if I/We wish to proceed with securing an accommodation unit.
7. I/We further agree that I/we will pay the ingoing contribution payable by me/us in respect of the accommodation unit (less any amount I/we have paid to Warrina Innisfail by way of deposit) and the cost and expenses for which I/we are liable immediately upon my/our signing the Loan Agreement and Residence Contract documentation and Warrina Innisfail making my/our accommodation unit available to me/us for occupancy.
8. I/We further acknowledge that if I/we do not sign the Loan Agreement and Residence Contract documentation, Warrina Innisfail may at its option terminate the agreement and forfeit my/our deposit.
9. I/We warrant my/our personal details described in the Schedule are true and correct.
10. I/We agree that I/we will arrange for the Statement of Independent Advice (Attachment 10) or the Pre-contractual Disclosure Waiver to be signed by my/our Solicitor at the same time as I/we execute the Loan Agreement and Residence Contract documentation.
11. Entering into the Loan Agreement and Residence Contract is conditional upon my/us having entered into and completing the sale of a contract to sell my/our primary dwelling situation at the address shown in item 12 of the Schedule on or before the completion date. *(please cross out if not applicable)*

## SCHEDULE

1.	Name - Applicant 1	
	Name - Applicant 2	
2.	Address	
3.	Date of Birth – Applicant 1	
	Date of Birth – Applicant 2	
4.	Telephone Number	
5.	Accommodation Unit	
6.	Deposit (if applicable)	
7.	Ingoing Contribution to be paid by way of an interest free loan	\$175,000.00
8.	Scheme Operator’s legal costs (payable by Resident)	N/A
9.	Name and Address of Resident/s Next of Kin	
10.	Name and Address of Resident/s Solicitor	
11.	Name and Address of Scheme Operator Solicitor	Vandeleur & Todd Solicitors 35 Rankin St, Innisfail Q 4860
12.	Deposit Holder of Ingoing Contribution during cooling off period.	Scheme Operator Solicitor
13.	Name and Address of Resident/s Executors	
14.	Address of Resident/s existing dwelling	

### Cooling-off Period

You may rescind the Residence Contract at any time within fourteen (14) days after:

- a) the day the Application signed by both you and us;
- b) if the Application is conditional upon you having entered into and completing the sale of a contract to your primary dwelling in accordance with clause 11 of this Application the date the completion of the sale contract occurs.



Notice of rescission of the Residence contract shall be effected by one of the following methods:

- A. Delivery of the notice personally in exchange for acknowledgment of receipt.
- B. Dispatch of a facsimile notice; or
- C. Posting of the notice by prepaid certified post.
- D. Email

*Delivery Address:*

Lakes Retirement Village Manager  
 Warrina Innisfail  
 Warrina Street  
 Innisfail Qld 4860  
 Fax: 07 4061 7223  
 Email: [admin16@warrina.com](mailto:admin16@warrina.com)

Note: The information contained in this Application is collected and stored pursuant to the Privacy Act 2011.

.....  
*Applicant 1 Signature*

.....  
*Applicant 2 Signature*

.....  
*Witness Signature*

.....  
*Witness Signature*

.....  
*Name of Witness (please print)*

.....  
*Name of Witness (please print)*

...../...../.....  
*Date*

...../...../.....  
*Date*

This Application is accepted by the Scheme Operator

Date: ...../...../.....

.....  
*Signature*

.....  
*Name of Representative*