



Commercial | Family | Litigation | Property

## INSTRUCTION SHEET FOR LEASES

Please complete this Information Sheet to the best of your knowledge.

Questions	<b>Please check and/or insert answer in this column</b>
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<b>LANDLORD</b>	
Name of the Landlord?	
The Landlord's ACN (if applicable)	ACN _____
The Landlord's ABN (if applicable)	ABN _____
Landlord's Contact	
Landlord's Address	 Suburb: Post Code:
Is the Landlord registered for GST? If not, is the Vendor required to be registered for GST?	YES / NO / UNSURE

<b>LANDLORD'S AGENT (if applicable)</b>	
Name of the Landlord's Agent?	
Landlord's Agent's Contact Person	
Landlord's Agent's Address	 Suburb: Post Code:
Telephone	
Fax	

<b>TENANT</b>	
Name of the Tenant?	
<i>If the Tenant is a company, we strongly recommend you instruct us to obtain a current company extract from ASIC (Australian Investments and Securities Commission) which will provide us with details of the company, including the company's current directors, shareholders and other relevant information. The cost for obtaining this extract is less than \$30.</i>	
Tenant's Address	 Suburb: Post Code:

<b>TENANT'S GUARANTORS</b>	
<i>If the Tenant is a company, we strongly recommend that the company's director(s) provide you with a guarantee as to the Tenant's obligations under the Lease.</i>	
Tenant's First Guarantor's Name	
Tenant's First Guarantor's Address	
	Suburb:
	Post Code:
Tenant's Second Guarantor's Name	
Tenant's Second Guarantor's Address	
	Suburb:
	Post Code:

<b>PREMISES</b>	
Address of the Leased Premises <i>(include shop no. and floor level if applicable)</i>	
	Suburb:
	Post Code:
Is the Leased Premises part of a shopping centre?	Yes/ No
Estimated lettable area of the premises (in square meters)	
Is car parking or storage spaces available?	Car parking spaces: _____ Storage: _____
Landlord's property included in the lease.  <ul style="list-style-type: none"> <li>- Chattels</li> <li>- Fixtures</li> </ul> <i>(Chattels are moveable items such as carpets, light fittings, internal and external blinds, drapes, work-stations, reception desk, dishwashers, portable air conditioning unit. The list is endless. It is important that the Lease correctly set out details of the chattels that are being leased with the Premises)</i>	
Do you provide any other services and facilities?  <i>(i.e. cleaning, security)</i>	

Tenant's installations that have been pre-approved (if any)	
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<b>RENT</b>	
Rent per annum	Commencing at \$_____ annually <b>excluding/including*</b> GST
Rent Free Period (if any)	
How Rent is to be paid?  <i>(For example: Monthly in advance on the 1<sup>st</sup> day of each month)</i>	
Rent Review: - CPI (Consumer Price Index), Market review, fixed increase or combination	
Frequency of Rent Review? For example: Annually	

<b>RATES, TAXES AND OUTGOINGS</b>	
Is the Tenant required to contribute to rates, taxes and outgoings?	YES / NO
Which rates, taxes and other outgoings are the Tenant required to contribute to?  <i>(Please note that if the Lease is a Lease governed by the Retail Leases Act 2003, the Landlord is prohibited from requesting the Tenant to contribute to Land Tax)</i>	
Please provide a copy of the most recent invoices or accounts with respect to the rates, taxes and outgoings which the Tenant is required to contribute to.	

<b>LEASE TERM</b>	
Lease term - number of years	
Commencement Date of the Lease	
Option(s) for renewal	

<b>INSURANCE</b>	
Any specific Insurance requirements in addition to Public Liability Insurance? If yes, please specify.	

<b>USE OF PREMISES</b>	
Description of use of leased premises?	
Any use which is exclusively to the Tenant or any use which is prohibited to the Tenant?	

<b>REPRESENTATIONS</b>	
Were material representations made to induce the Tenant to Lease the Premises?	YES / NO
Details of representations (if any):	

<b>SECURITY DEPOSIT</b>	
Amount of security bond?  (For example: An amount equivalent to two months rental plus GST and outgoings)	

<b>COSTS</b>	
Is the Tenant liable for the costs of preparation of the Lease?  (Please note that if the Lease is a Lease governed by the Retail Leases Act 2003, the Landlord is prohibited from requesting the Tenant to contribute to the costs of preparation of the Lease)	YES / NO

<b>DISCLAIMER</b>	
Please note that the Landlord's failure to disclose information required under the <i>Retail Leases Act 2003</i> and any failure to provide this to the proposed tenant may result in the tenant being entitled to withhold rent and to terminate the lease within 7 days after the Landlord provides the required disclosure.	
All information provided above must be true and accurate or the tenant may terminate the lease for misleading, false or materially incomplete disclosure by you.	
If you are in doubt in relation to any matters that affect your obligations as a Landlord, please do not hesitate to seek our assistance.	
I/We confirm that the information provided above is correct to the best of my/our knowledge.	
Signed by or on behalf of the Landlord/s:	
.....	
Signature	Signature