

Lease Proposal.

The terms and conditions of the proposal are as follows:

1.0 Premises: _____

2.0 Lessee: Name: _____

Address: _____

Phone: _____

Current Employment: _____

3.0 Approvals: This offer is subject to:

1. _____

2. _____

3. _____

4.0 Lettable Area: _____ square metres (approximately)

5.0 Lease Term: Initial term of _____ year(s)

6.0 Rights of Renewal: _____ (_) years plus _____ (_) years

7.0 Lease Commencement Date: _____ Day of _____ 200_____

8.0 Fit Out: _____

9.0 Use of Premises: _____

10.0 Rental: \$_____ per annum + GST + outgoings payable
in calendar monthly installments in advance, at the rate of
\$_____ per calendar month.

11.0 Rental Reviews: The rental is to be increased annually according to the Consumer Price Index (Adelaide) / _____% at the anniversary of the lease commencement date.

At the expiration of each lease term the rental is to be reviewed to the prevailing fair market value / _____%. In the event the parties fail to agree on the fair market value, the rental is to be determined by an independent valuer at a cost to be shared equally by both parties.

12.0 Property Outgoings: Lessee to be responsible for statutory outgoings (excluding land tax), internal maintenance (excluding structural work), power, security, one annual service of the air conditioning system if required by the landlord providing it is serviced by the landlord at the commencement of the lease.

13.0 Cleaning: Lessee to maintain its tenancy area.

14.0 Light and Power: Lessee will pay for its light and power consumption.

15.0 Exclusion Warranty: The Lessor does not warrant that the subject premises are suitable structurally or otherwise for the intended business that the Lessee proposes to carry on

16.0 Lessor Building Works: Upon execution of the Agreement to Lease by both parties and payment of one month's rent, the Lessor at the Lessor's expense will:

- 1. _____
- 2. _____
- 3. _____

17.0 Lessee Works: Upon execution of the Agreement to Lease by both parties and payment of one month's rent, the Lessee at the Lessees expense will:

- 1. _____
- 2. _____
- 3. _____

- 18.0 Lease Documentation:** The Lessor's standard lease document will be used - subject to the lessee's acceptance of the terms and conditions of the draft Memorandum of Lease to be supplied, with each party to bear its own costs in relation to the Lease document negotiation. Lease preparation costs will be shared equally and in a form suitable for registration at the Lands Titles Office.
- 19.0 Deposit:** A payment equal to **one month rent + G.S.T**, payable to Phillis Real Estate trust account, is to be paid on signing of the agreement to lease and disclosure statement and will be applied towards the first rental payment from the lessee to the Lessor.
- 20.0 Lessee to make good:** at the expiration of the lease or, every five years, the premises the Lessee will repaint all internal painted surfaces (if required by the Lessor) to the original painting standard and remove any fittings and fixtures installed by the lessee if requested to by the Lessor.
- 21.0 Air Conditioning:** _____

- 22.0 Security Bond / Directors guarantees:** Bond amount payable of \$ _____
Directors Guarantee _____

- 24.0 Shopping centre / mall / court / arcade (5 shops / offices or more):**
Name of Centre - _____
Total lettable Area - _____

COMMERCIAL APPLICATION REFERENCE

Phillis Real Estate Ph:8212 5899 Fax:8231 7580

Property:.....

Full Name of Applicant : Mr / Mrs / Ms / Miss :-.....

Drivers Lic :..... Home Address.....

Home Phone: :..... Mobile:..... Fax:.....

Email:.....

Past Experiences in Business (brief description).....

.....

Assets: Property:.....

Bank Financial Status:.....

Business Rental History : Address.....

Landlord / Agent:.....

Residential Rental History: Address:.....

Landlord / Agent :..... Phone No.....

Current Employer :..... Current Occupation:.....

Business Reference : (1) Name..... Phone No.....

Address.....

(2) Name.....

Address..... Phone No.....

Personal Reference : (1) Name.....

Address..... Phone No.....

(2) Name.....

Address..... Phone No.....

I/We confirm and acknowledge that :

- (1) The information contained in this Application is true and correct.
- (2) I am not bankrupt or an undischarged bankrupt
- (3) I am over the age of 18 years
- (4) I/We hereby authorise the agent to make all necessary inquiries to verify the information provided herein.

SIGNATURE..... Date...../...../.....

SIGNATURE..... Date...../...../.....