

<b>CHECKLIST: LEASE</b>	
<p>This checklist lists basic information required for a lease of premises. It is not necessarily complete, as particular circumstances may require different/extra information. Some of the questions may require our advice for proper interpretation and response. If you would like us to draft or review a lease for you, please complete the checklist (so far as you can) and send it to us.</p>	
<b>Premises</b>	
Full street address	
Type	Office / Retail shop / factory / warehouse / other (specify):
Title particulars	Lot                      DP / SP
What is the lettable area of the premises in sq. m.?	_____ m <sup>2</sup>
Please specify any other area of which the tenant is to have shared or exclusive use.	Shared use of _____ included in leased area / under separate licence Exclusive use of _____ included in leased area / under separate licence
<b>Car parking</b>	
How many garages/car spaces are included in the premises?	___ garages ___ under cover car spaces ___ external car spaces
Are the garages/car spaces to be included in the lease or to be the subject of a separate licence?	Include in lease / Separate licence
Where is the certificate of title kept?	
<b>Lessor</b>	
Lessor's full name (if different)	
Lessor's ACN or ABN	
Lessor's contact name	
Lessor's telephone no.	
Lessor's facsimile no.	
Is the lessor a sole director and sole secretary company?	Yes / No / N/A
Is the lessor the trustee of any trust? If yes, please provide the following in	Yes / No

respect of each trust: (a) A copy of the trust deed. (b) Copies of all deeds amending the trust deed. (c) Copies of all deeds of retirement and appointment of trustee.	
<b>Encumbrances</b>	
Mortgagee's name	
Mortgagee's address	
Mortgagee's contact name	
Mortgagee's telephone no.	
Mortgagee's facsimile no.	
Existing tenancy/ies	
Expiry date(s)	
Option(s)	
Please provide a copy of the head lease terms (if applicable)	
Other encumbrances affecting leasing of the premises	
<b>Lessor's agent</b>	
Agent's name	
Agent's address	
Agent's contact name	
Agent's telephone no.	
Agent's facsimile no.	
<b>Tenant's particulars</b>	
Tenant's full name	
Tenant's ACN or ABN	
Tenant's address	
Tenant's contact name	
Tenant's telephone no.	
Tenant's facsimile no.	
Is the tenant a sole director and sole secretary company?	Yes / No
Is the tenant the trustee of any trust? If yes, please provide the following in respect of each trust: (a) A copy of the trust deed. (b) Copies of all deeds amending the	Yes / No

trust deed. (c) Copies of all deeds of retirement and appointment of trustee.	
<b>Retail tenancy guide</b>	
Have the draft lease and a copy of the retail tenancy guide been given to the tenant/received from the landlord?	Yes / No / N/A
<b>Retail shopping centres</b>	
Are the premises in a retail shopping centre (as defined in the Retail Leases Act)?	Yes / No / N/A
Name of the retail shopping centre	
Address of the retail shopping centre	
No. of shops in the retail shopping centre	
Gross lettable area (sq. m.)	
Parking facilities at the retail shopping centre	___ bays for customers ___ bays for lessees
Facilities and services provided by the lessor	
Changes or developments planned by the lessor for: - Retail shopping centre - Surrounding roads	No / Yes (specify) No / Yes (specify)
Core trading hours	
Tenant mix (Please provide floor plan showing existing and proposed tenancy mix, common areas and kiosks.)	
Tenant association	No / Yes (please provide details of constitution, voting rights, contributions)
Advertising & promotion contribution	No / Yes: \$_____ p.a.
<b>Lease term and options to renew</b>	
Term	
Commencement date	
Termination date	
Options to renew	No. of options: Length of further terms:
Minimum notice required to exercise option to renew	
Maximum notice required to exercise option to renew	

Final termination date	
Date when premises will be made available to the tenant	Commencement date / Other date:
<b>Carparking term and options to renew</b>	
Term	
Commencement date	
Termination date	
Options to renew	No. of options: Length of further terms:
Minimum notice required to exercise option to renew	
Maximum notice required to exercise option to renew	
Final termination date	
Date when premises will be made available to the tenant	Commencement date / Other date:
<b>Rent and rent reviews</b>	
Annual rent	\$_____ p.a. / per sq. m. p.a.
Is GST included or to be added to the rent?	Included / To be added / N/A
Payment frequency and date	Weekly / Monthly
Review frequency and dates	
Type(s) of review (specify years):	<u>Years</u> <u>Details</u>
- Fixed amount or percentage (specify)	No / Yes
- Consumer price index	No / Yes
- Current market rent	No / Yes
- Market/CPI	No / Yes
- CPI/additional percentage (specify)	No / Yes
- Average combined market & CPI	No / Yes
- Value determination	No / Yes
- "Flip-flop" option (specify)	No / Yes
Other (specify):	No / Yes
Can the rent reduce in any circumstances (e.g., fall in CPI)	No / Yes
<b>Lease premium/incentives</b>	
Lease premium payable by tenant	\$
Rental holiday to be granted to tenant (specify)	
Rent commencement date	

Does the rental holiday extend to outgoings as well?	Yes / No
<b>Car parking licence fee</b>	
Licence fee	\$_____ p.m. / p.a. OR: \$_____ per space p.m. / p.a.
Is GST included or to be added to the licence fee?	Included / To be added / N/A
Payment frequency and date	
Review frequency and dates	
Type(s) of review (specify years):	<u>Years</u> <u>Details</u>
- Fixed amount or percentage (specify)	No / Yes
- Consumer price index	No / Yes
- Current market licence fee	No / Yes
- Market/CPI	No / Yes
- CPI/additional percentage (specify)	No / Yes
- Average combined market & CPI	No / Yes
- Value determination	No / Yes
- "Flip-flop" option (specify)	No / Yes
Other (specify):	No / Yes
Can the licence fee reduce in any circumstances (e.g., fall in CPI)	No / Yes
<b>Outgoings</b>	
Is the tenant to be liable for outgoings as well as rent?	Yes / No
Is the tenant to pay GST in addition to the outgoings?	Yes / No
What proportion of the lessor's outgoings is the tenant to pay?	
Which of the following outgoings is the tenant to pay?	Please state the estimated cost for the first year of the lease term:
- Air conditioning/ventilation	\$
- Audit fees	\$
- Building intelligence & emergency systems	\$
- Car parking	\$
- Child minding	\$
- Cleaning	\$
- Electricity	\$
- Energy management systems	\$
- Fire protection	\$
- Gardening	\$

- Gas & oil	\$
- Insurance	\$
- Land tax	\$
- Lifts & escalators	\$
- Local government rates & charges	\$
- Management costs	\$
- Pest control	\$
- Public address/music	\$
- Repairs & maintenance	\$
- "Sinking" fund for repairs & maintenance	\$
- Security	\$
- Sewage disposal & sullage	\$
- Signs	\$
- Telephones (public)	\$
- Uniforms	\$
- Waste disposal and removal	\$
- Water, sewerage & drainage rates & charges	\$
- Other (specify)	\$
Base year for operating expenses	
Estimated operating expenses for the building in first year	\$
Initial cleaning contribution (in dollars)	\$
<b>Security deposit/bank guarantee</b>	
Is a security deposit /bank guarantee required?	Security deposit / Bank guarantee
What is it to cover?	___ months': - Rent - Outgoings - Carparking licence fee - GST on rent - GST on outgoings - GST on carparking licence fee
<b>Other insurances required</b>	
Plate glass – full insurable value	Yes / No
Public risk	\$
Workers compensation – per legislation	Yes / No
Other (specify)	\$
<b>Other lease terms</b>	
Permitted use of the premises (NB:	

recommend a broad description for tenant)	
Tenant's business	
Finishes, fixtures, fittings and services to be provided by the lessor	
Sum payable by the tenant for finishes, etc.	At cost / Cost plus _____ / \$ _____ / ____ % of cost / Nil
Finishes, fixtures, fittings and services to be provided by the tenant	
Redecoration dates	
Hours of access to the building	
Make good obligations	
What right is the lessor to have to terminate the lease for redevelopment purposes?	____ months' notice during the: - Initial term - 1 <sup>st</sup> / 2 <sup>nd</sup> / ____ option period
What signage rights have been agreed?	
What building naming rights have been agreed?	
Please specify all special conditions that have been agreed	
Please specify all representations that have been made by the lessor/its agent <u>and/or</u> by the tenant	
Please specify all warranties that have been given by the lessor/its agent <u>and/or</u> by the tenant	
<b>Possible future assignment of lease</b>	
Does the tenant plan to sell its business/ assign the lease during the lease term?	No / Yes / N/A
Are any changes of control of the tenant expected during the lease term?	No / Yes / N/A
How critical are these particular premises to the tenant's business?	
<b>Guarantee of tenant's obligations</b>	
Guarantors' full names	
Guarantors' addresses	
Have you obtained or do you require financial references for the guarantors?	Obtained / (Not) required
Is the guarantee to be unlimited or limited?	Unlimited / Limited to (specify)

Is the guarantee to cover the car parking licence as well as the lease?	Yes / No
<b>Costs</b>	
Is the tenant to pay all the lessor's costs?	Yes / No
If not, please specify the lessor's and the tenant's respective contributions	Lessor: _____ % / \$ _____ Tenant: _____ % / \$ _____
Non-refundable deposit for legal costs required/received?	Required: Yes / No Received: Yes / No