

CLIENT INFORMATION SHEET
LEASE OF COMMERCIAL / WAREHOUSE / FACTORY UNIT

The full name of the Lessor (including ACN/ABN number):

Address:

Individuals, all of their given names:

Phone:

Mobile Number:

Email Address:

The full name of the Superfund or similar (including ACN/ABN number):

The capacity in which the owner leases the premises (i.e. as the Trustee of the Trust or Super Fund or similar):

The full name of the Lessee (in the case of a company its ABN or ACN number, its address and whether it is acting as the Trustee of a Trust with the Trust's ABN Number):

Guarantors:

Note: it is best when negotiating a Lease to be quite clear that a Proprietary Limited company's obligations under the Lease will be required to be guaranteed by its directors.

The land and full description of the land (if it is only part of the land or part of the premises, a drawing showing the dimensions):

Any exclusions (if there is for a warehouse, is any of the yard excluded):

Parking:

Note: is the parking included in the Lease and a sketch or drawing showing where the parking is, how it is to be accessed.

Rent:

Note: the amount of rent for the premises at the commencement of the term.

Is rent allocated between the premises and the car parking? If it is, the allocation.

When the rent is to be reviewed (i.e. annually):

Method of review:

Note: is the annual rent to be reviewed by reference to Consumer Price Index or a fixed percentage (i.e. 3-5%).

Market rent reviews:

Note: are these to be every one, two, three years or other period?

Term:

Options:

Note: are there options and if there are to be options, what is the term of the option and is there to be one or more options?

Interest on late payment:

Note: we usually provide 12% has any other rate of interest been agreed.

Use of the premises:

Note: to what use is the tenant to put the premises and are other uses permitted or are they restricted to specified use (it is essential that the use must be permitted under the zoning and local law).

Is there to be a managing agent? (Details of managing agent):

Payment of rent:

Note: where is the rent to be paid, we usually provide it is to be paid by electronic funds transfer to a nominated account and that can be changed by notice from you.

Rates and taxes:

Note: confirmation that they are to be paid by the tenant and are they to be paid on receipt of the assessment or are they to be estimated and paid by 12 instalments with an adjustment at the end of each 12 months?

Fit out:

Note: have any terms been agreed or are there any special terms relating to the fit out of the premises by the Lessee?

Rent free period:

Note: is the tenant to be allowed any rent free period? Please provide details.

Security bond:

Note: is the tenant to provide, say, a security bond of 3 months, who is to hold that security bond (we recommend it be paid to the managing agent).

Insurance:

Note: we normally provide that the Public Liability Insurance required to be carried by the tenant is \$20,000,000.00 and otherwise the tenant reimburses the owner for the insurance of the building including a Landlord's and an All Risks Insurance Policy.

Sub-letting or assignment:

Note: have any special terms been agreed for subletting or assignment. The usual provision is the tenant can sub-let or assign but only with the prior approval and consent of the Lessor.

Licenses:

Note: are there any special licenses attaching to the premises (i.e. water licenses or a license to conduct a particular trade or activity on the premises).

Reservations:

Note: are there any special reservations (i.e. right to terminate the Lease on say 6 months' notice).

Right to re-develop all or part of the premises:

Fax completed form to our office: 08 9457 6277

Email to Harry Formby: harry.formby@formbyslawyers.com

Mail: Formbys Lawyers, PO Box 369, South Perth WA 6951

Deliver to South Perth office: Level 3, Suite 6, 9 Bowman Street, South Perth

Deliver to Northam office: 215 Fitzgerald Street, Northam