



COMMERCIAL LEASE APPLICATION

Property Address	
Annual Rent	
GST	
Outgoings	
Bond/Deposit	
Legal fees/Lease preparation fee	
Annual Rent Increase	
Initial Lease Term	
Options	
Lease Commencement Date	
Rent Commencement Date	
Permitted Use of Premises	
Special Conditions	
APPLICANT DETAILS	
Company Name	
ABN/ACN	
Registered Address	
Director/s Name	
Current Address	
Contact Person	
email/s	
Phone Number/s	



Emergency Contact Person	
Emergency Contact person's phone number	
Emergency Contact Person's email	
RENTAL HISTORY	
Current / last rental address	
Occupying Since	
Vacate Date	
Landlord/Property Manager	
Telephone	
email	
REFERENCES	
1. Accountant	
Phone	
email	
2. Supplier / subcontractor	
Telephone	
email	
Payment Details	
Advance Rent Including GST	
Deposit	
Lease Preparation Fee	
TOTAL PAYABLE	
Company TRUST Account Name	BIRAI REALTY PTY LTD



BSB	063-101
Account Number	1069 8618

OPERATIVE

1 PREMISES AND PERMITTED USE The Premises in the Schedule and/or as delineated on the plan annexed (if applicable). It is the Lessee's obligation to ascertain from the local council prior to taking occupation of the Premises and at the Lessee's cost as to whether or not the proposed use is permitted by the local council and to obtain all such other authorities and approvals as necessary. The Lessee hereby indemnifies the Lessor in respect of any claim loss or damage suffered by the Lessor due to the Lessee's failure to observe and satisfy this obligation.

2 TERMS AND RENEWALS Period of the initial term of the lease, the renewed term/s (if any) and the occupation date are set out in the Schedule.

3 RENT AND RENT REVIEWS Rental payable as set out in the Schedule will be payable from the commencement and the first payment of rent will be payable monthly in advance successive calendar monthly.

4 OUTGOINGS, UTILITIES AND INSURANCES The Lessee will be liable to pay outgoings as set out in the Disclosure Statement (if applicable) or detailed on the attached list and will be liable to pay all utilities in respect of the Premises including electricity operating costs and cleaning costs (as appropriate). The Lessee will take out and maintain public risk insurance for a minimum of \$20,000,000 (unless otherwise specified) and will also insure the plate glass in and around the Premises. Such policies will be in the joint names of the Lessor and the Lessee and certificates of currency are to be made available to the Lessor if so requested.

5 TENANCY WORKS AND ALTERATIONS The tenancy works (if any) as agreed are set out in the Schedule and payable as detailed therein. All tenancy works, alterations or modification to the Premises including the fit out (if any) required by the Lessee will be at the Lessee's expense and subject to the Lessor's prior written approval unless otherwise agreed to in writing.

6 CAR PARKING If provided then as set out in the Schedule.

7 LEGAL COSTS 7.1 The Lessee will pay all the Lessor's legal fees and disbursements incurred in respect of the preparation of the Lease including negotiations, attendances for stamping and registration of the lease, the cost of preparation of any necessary surveyor's plan to allow registration of the lease, mortgagee consent and production of title fees and associated and ancillary costs. If the Retail Leases Act 2003 does not apply the Lessee will pay all costs unless specified otherwise in the Schedule. 7.2 The Lessee will be liable for all stamp duty payable in respect of the Lease and any registration fees payable. 7.3 The



Lessee will be liable for the preparation costs of any guarantee/s document together with stamp duty on any guarantee/s.

8 DEPOSIT & FIRST MONTH'S RENT IN ADVANCE A deposit as detailed in the Schedule is enclosed with this offer. If this offer is accepted by the Lessor, the deposit is to be applied towards the rent. In the event that this offer is not accepted by the Lessor, the full amount of the deposit will be refunded to the Lessee. If through any default by the Lessee, the formal lease (or guarantee if any) is not executed as required by this agreement to lease then this deposit will be forfeited to the Lessor and such forfeiture will be without prejudice to any other rights and remedies that the Lessor may have against the Lessee in respect of such a default.

9 GUARANTOR/S In consideration of the Lessor accepting the offer of the Lease at the request of the persons who have signed this offer as guarantors (hereinafter jointly and severally referred to as the "Guarantors") the Guarantors HEREBY GUARANTEE the payment by the Lessee of the rent and any other moneys payable by the Lessee pursuant to this Agreement and the observance and performance of all of the Lessee's obligations as specified in or implied by this Agreement AND FURTHER HEREBY INDEMNIFY the Lessor in respect of any failure by the Lessee to pay the aforesaid rent or moneys or to observe or perform any of the aforesaid obligations. The Guarantor will execute (within 14 days of presentation) such form of deed of guarantee and indemnity as may be prepared by the Lessor's solicitors to embody the terms of this guarantee and indemnity. In the event any of the Guarantors fail to execute a deed of Guarantee and Indemnify then this will be deemed to be a default by the Lessee and Guarantors under this Agreement but will in no way prejudice or effect the binding nature of this guarantee and indemnity. The guarantors are those as set out in the schedule and attested by their execution hereof and in consideration of the Lessor accepting this Agreement to Lease offer.

10 FORMAL LEASE The Lessee hereby agrees to execute a lease to be prepared in the form provided being the standard lease or the lease form provided to the Lessee prior to execution of this Agreement and those terms will prevail (with the terms herein to prevail to the extent of any inconsistency but only where the term is expressly stated herein) within 7 days of delivery to the Lessee and in any event prior to the Lessee becoming entitled to occupation of the Premises. Failure to execute the Lease and any ancillary documents necessary for the lease or registration thereof will be a default under this Agreement and will not in any way prejudice the binding nature of this Agreement.

11 DEFAULT Without limiting the Lessor's rights as against the Lessee or Guarantor/s, at law or in equity, in the event of a breach of the obligations of the Lessee and/or Guarantor/s pursuant to the terms of this Agreement the Lessee hereby agrees that the first month's rental payment will be forfeited to the Lessor after notice and/or demand to rectify same and that any legal costs and disbursements incurred by the Lessor pursuant to this Agreement or arising out of the breach of same by the Lessee or Guarantor/s will be payable by the Lessee. Further and without limitation as aforesaid all the costs of and incidental to procuring



another tenant to lease the premises including all loss of rental and outgoings will be payable by the Lessee.

12 LEASE ACKNOWLEDGMENTS The Lessee hereby acknowledges the following matters:

12.1 that prior to entering into this lease the Lessor or a person on behalf of the Lessor made available to the Lessee a copy of the proposed lease.

12.2 that prior to entering into this Agreement to Lease a Disclosure Statement was provided to the Lessee in compliance with the Act (if applicable).

12.3 that prior to the Lessee entering into this Agreement to Lease notice under the Act was served on and drawn to the attention of the Lessee which notice confirms that the Lessor does not warrant that the Premises will be structurally sound or appropriate for the type of business which the Lessee intends to conduct at the Premises.

13 LEASING FEE In consideration of the Lessor's acceptance of this offer to lease the Lessor hereby agrees to pay to the Agent a fee for leasing the property. The fee will be in accordance with the fees recommended by the Real Estate Institute or as otherwise agreed in writing and shall be payable on or before the commencement date of the lease as specified herein. The Agent is hereby authorised by the Lessor to apply all or such part of the first month's rent in advance in payment of the leasing fee.

14 SIGNS AND CONDITION The Lessor reserves all signage rights unless otherwise stated. The Lessee will also sign a condition report as delivered by the Agent or Lessor within 7 days of receipt prior to occupation.

15 DEED The parties execute this Agreement as a deed.



ACCEPTANCE

Lessee 1

Signature:

Name & Date:

Lessee 2

Signature:

Name & Date:

Landlord Acceptance

Signature:

Name & Date:



COLLECTION NOTICE

The personal information the prospective Tenant provides in this application or that which is collected from other sources is necessary for the Agent to verify the Applicant's identity and to process and evaluate the application. The personal information collected about the Applicant may be disclosed, by use of the internet or otherwise, to other parties, including media organisations, the Landlord, tradespeople, referees, solicitors, financial institutions, parties engaged to evaluate the property, bodies corporate, other agents, clients of the Agent both existing and potential, third party operators of tenancy reference databases, government and statutory bodies and other third parties as required by law. Information already held on tenancy reference databases may also be disclosed to the Agent and/or Landlord.

The Agent will only disclose information in this way to other parties to achieve the purposes specified above or as otherwise allowed under the Privacy Act.

The applicant can also correct his information if it is inaccurate, incomplete or out of date.

If the information is not provided, the Agent may not be able to process the application.

I/We _____

Acknowledge that I/We have read and understood the contents of this Privacy Collection Notice.

Signed: _____

Dated: