

OFFER TO LEASE – FOR COMPANIES

The Tenant hereby offer(s) to Lease from the Landlord, the premises described below. The Tenant agrees that the Tenant will execute a Lease, which will be prepared for the Premises, which is to include (among other things) the following terms and conditions:-

1 **DEMISED PREMISES:** _____
(Property)

2 **LESSEE:**

Company Name: _____

Contact: _____

Phone: _____ **Mobile:** _____

Fax: _____ **eMail:** _____

ACN: _____ **ABN:** _____

Is the lessee registered for GST? **YES** **NO**

3 **USE OF PREMISES:** _____
Is the predominant use retail sale or hire of goods and services? **YES** **NO**

***EXEMPTIONS:-** The Tenant is a listed public company or subsidiary of a listed public company. The Premises are an office above the 3rd floor and is not to be used for sale or hire of good or provision of services.*

***LESSEE ACKNOWLEDGEMENT:-** The Lessor or Leeburn & Co. Sales Pty Ltd as their nominated leasing and managing agents make no representation that the proposed use of the premises specified above is a permitted use. The lessee shall make its own investigations with the responsible authorities (unless otherwise specified within this agreement).*

4 **LANDLORDS FIXTURES/FITTINGS INCLUDED IN LEASE:**

5 **TERM OF LEASE:** _____

6 **FURTHER TERM:** _____

Note: If the Retail Leases Act 2003 is to govern the tenancy and if the Term plus Further Terms add up to less than 5 years the Tenant:

6.1.1 Must get a certificate from the Small Business Commissioner. **YES** **NO**

6.1.2 Give the Landlord notice that the Tenant waives the right to Term plus Further Terms totalling at least 5 years. **YES** **NO**

7 **COMMENCEMENT DATE:** _____

8 **SECURITY DEPOSIT:** _____
(may be adjusted from time to time so as to be not less than a figure equivalent to One Month's Rental including GST, for the duration of the lease agreement.)

9 **RENTAL:** _____

9.1 The Lessee hereby agrees to set up an automatic electronic funds transfer (EFT) to the following account:

Bank: National Australia Bank
Account name: Leeburn & Co. Sales Pty Ltd
BSB: 083 918
Account Number: 528 840 737

10 **REVIEWS OF RENT:**

10.1 The rental for each successive ____ year period is to be adjusted to allow for any increase in the Consumer Price Index (CPI) during the previous year period.

10.2 **OR,** The rental for each successive ____ year period is to be agreed upon by the parties or in default of agreement as determined by a Valuer appointed by the President of the Real Estate Institute of Victoria. However the reviewed rental will not fall below the rental of the previous year unless the tenancy is governed by the Retail Leases Act 2003.

10.3 **OR,** The rental for each successive ____ year period is to be increased by _____.

10.4 **AND,** The rental at the expiration of each term shall be agreed upon by the parties or in default of such agreement, as determined by a Valuer appointed by the President of the Real Estate Institute of Victoria (or the Small Business Commissioner). However, the reviewed rental will not fall below the rental of the previous year unless the retail leases Act of 2003 governs the tenancy.

11 **OUTGOINGS:**

11.1 In addition to the rental, the Lessee shall pay:

11.1.1 All gas, electricity, telephone and water consumption and any other utility charges.

11.1.2 All rates charges, Land Tax on a single holding basis and assessments separately charged or assessed in respect of the premises.

11.1.3 A percentage of outgoings such percentage being determined by the ration with the area of the Premises bears to the total lettable area. Outgoings to include all amounts expended or to be expended by the Landlord in respect of the Premises and in particular, rates, charges, Land Tax on a single holding basis (unless the tenancy is governed by the Retail Lease Act 2003) body corporate fees and other assessments not separately charged or assessed, insurance premiums in respect to liability for property damage, fire, workers compensation, public risk, plate glass, water damage, tenants fittings, loss of rent in favour of the Lessor, in operating, managing, equipping, policing, cleaning, lighting, care-taking and maintenance of the common area associated with the Premises and costs and expenses associated with car parking, toilets and other facilities of the Premises, garbage disposal, air conditioning and other mechanical services, security and promotion, wages and salaries, fees for license and permits, supplies, background music unit and outgoings audit expenses.

11.1.4 All charges associates with the operation of the Lessee's business on the premises.

12 DEPOSIT:

12.1 The sum of \$ _____ plus GST is tendered with this offer. In the event of the Lessee executing in due course a Lease in conformity with this agreement it is agreed that upon the commencement date of the Lease term such deposit shall be applied towards the rental. It is therefore agreed that if the Lessee fails for any reason whatsoever to execute a Lease of the premises when the same is tendered to the Lessee, the Lessee shall have no claim to a refund of the said deposit.

13 LEASE:

13.1 The Landlord will arrange for the preparation of a lease and personal guarantees in accordance with this offer (and if a proforma lease has been given to the Tenant in accordance with that document) but if there is any inconsistency between the lease when signed and the terms in this offer, then the lease will prevail. The Lessee hereby agrees to pay any reasonable legal costs incurred by the Lessor for the preparation of the Lease (Unless the tenancy falls within the Retail Tenancy Act, where the lessee shall pay for the preparation of a Disclosure Statement). The Tenant will within 7 days of receipt of the lease and guarantees cause them to be properly executed and returned within the time set out above and if the Tenant fails to cause lease and guarantees to be executed and returned within the time set out above and if the Tenant fails to do so, the Landlord may then withdraw its acceptance of the Tenant's offer and may let the Premises to a third party and the Tenant will reimburse the Landlord all reasonable costs the Landlord incurs in relation to preparation of the lease and associated guarantees.

14 LESSEE'S WORKS: _____

All of the Lessee's works including the fitting out of the premises and the design and presentation of the premises to be subject to the prior approval of the Lessors which approval shall not be unreasonably withheld and carried out under their supervision.

15 SIGNAGE: No signage is to be erected on the premises without the approval of the lessor or the relevant body corporate where applicable.

16 GST: Each amount of whatever description, specified as payable by the tenant to the landlord under this lease is expressed net of GST. In addition to the amount payable, the tenant must pay to the landlord on demand the GST payable by the Landlord in respect of that amount.

17 MAKE GOOD AT EXPIRATION OF THE LEASE:-

17.1 Prior to the expiration of the lease, the Lessee will be required to bring back the premises to the condition in which it was originally leased. The obligation may include but will not be limited to:

- 17.1.1 Steam cleaning the carpet (if any) and replacement of any damaged carpet subject to fair wear and tear.
- 17.1.2 Paint the premises throughout (if applicable).
- 17.1.3 Re-tube all tube lights where applicable and clean all the light fittings.

Directors / Guarantors (full name and addresses of directors)

1. **NAME:** _____
ADDRESS: _____
2. **NAME:** _____
ADDRESS: _____
3. **NAME:** _____
ADDRESS: _____

Guarantors (if other than Directors listed above)

1. **NAME:** _____
ADDRESS: _____
OCCUPATION: _____ **PH:** _____
2. **NAME:** _____
ADDRESS: _____
OCCUPATION: _____ **PH:** _____

LESSEE'S SOLICITOR: _____
ADDRESS: _____
CONTACT: _____ **PH:** _____

BANK: _____
BRANCH: _____
MANAGER: _____ **PH:** _____

TRADE REFERNCES:

1. **NAME:** _____
ADDRESS: _____
CONTACT: _____ **PH:** _____
2. **NAME:** _____
ADDRESS: _____
CONTACT: _____ **PH:** _____
3. **NAME:** _____
ADDRESS: _____
CONTACT: _____ **PH:** _____

18 SPECIAL CONDITIONS:

ACCEPTANCE:

We agree that the Lessor shall not be bound in any way by this Offer To Lease until it is accepted by the Lessor in writing.

Signed _____ *For and on behalf of the LESSEES*

Date / /

The Landlord accepts this Offer to Lease subject to the note below.

Signed _____ *For and on behalf of the LESSOR*

Date / /

NOTE: If the retail Leases Act 2003 governs the tenancy this offer will not bind the Landlord unless and until the Landlord has signed this offer and until the date of expiration of 7 days from the date the Tenant receives a disclosure statement and a copy of the proposed lease.

Tenant Privacy Statement

All estate agents must ensure that you fully understand the National Privacy Principles and the manner in which your private information may be used in order to fulfil their role as professional estate agents.

Please take the time to read this Privacy Statement carefully and once completed, return it to this office with your tenancy application.

As a professional real estate agency, Leeburn & Co. Sales Pty Ltd collects personal information about you.

You can ask to access the information the real estate agent holds about you, by contacting the Leeburn & Co. Sales Pty Ltd in writing via:

Facsimile: (03) 9744 4465
eMail: fawad@leeburn.com.au
Mail: c/- Commercial Property Manager
Leeburn & Co. Sales Pty Ltd
PO Box 907
Sunbury VIC 3429
OR, In Person: 50 Evans Street, Sunbury VIC 3429

Collection and disclosure of personal information:-

As professional estate agents, we collect your personal information to assess the risk in providing you with the tenancy of the premises you have requested and for the ongoing management of your tenancy agreement.

To carry out this role when processing your application, during the term of your tenancy and for some time thereafter, we may be required to disclose your personal information to one or more of the following entities:

- The landlord.
- The landlord's solicitor, mortgagee or insurer.
- Referees you have nominated.
- Organisations or trades people required to carry out maintenance to the premises.
- Rental bond authorities or rent bond insurance providers.
- Victorian Civil and Administrative Tribunal & any other relevant Legal Court System.
- National Tenancy Database (NTD) a division of Veda Advantage Information Services and Solutions Limited ABN 65 079 105 025
- Other real estate agents & landlords
- Tradespeople
- Any other relevant authority or entity from time to time as applicable.

If your personal information is not provided to us and/or you do not consent to the above use of such information, we cannot properly assess the risk to our client, or carry out our duties as professional estate agents.

Consequently, we may not be able to process with this offer any further.

Please sign below to acknowledge that you fully understand the National Privacy Principles and the manner in which your private information may be used.

Signed: _____
For and on behalf of the LESSEE

Date / /

Name: _____