

OFFER TO LEASE

THIS OFFER TO LEASE PACKAGE INCORPORATES THE "INFORMATION BROCHURE" PUBLISHED BY THE SMALL BUSINESS COMMISSIONER, PRIVACY ACT (COMMONWEALTH) 1988 COLLECTION NOTICE AND THE OFFER APPLICATION AS SET OUT BELOW:

LANDLORD:			
PREMISES:			
TENANT:			
INITIAL TERM:		OPTIONS:	
PROPOSED COMMENCEMENT DATE:			
COMMENCING RENT:		PER ANNUM:	PLUS GST
		PER MONTH:	PLUS GST
RENT COMMENCEMENT DATE:			
SECURITY DEPOSIT:			
RENT REVIEWS:	FREQUENCY:	BASIS:	
PROPOSED USE:	<input type="checkbox"/> RETAIL	<input type="checkbox"/> NON - RETAIL	
LANDLORD'S EQUIPMENT, FITTINGS, FURNITURE & CHATELS:			
APPROXIMATE OUTGOINGS (ANNUAL):			
COUNCIL RATES:	WATER RATES:	LAND TAX:	BUILDING INS:
BUILDING OPERATING COSTS:			
ADVANCE DEPOSIT: (Must not be less than 1x Month's Rental + GST)			
SPECIAL CONDITIONS:			

ALL AMOUNTS 'PLUS GST' WHERE APPLICABLE

1. The tenant offers to lease the premises on the terms set out in this offer to lease and on the terms and conditions of the standard commercial lease issued by the REIV or the standard lease for the premises and acknowledges having received a copy of the standard lease of the premises (if any);
2. Any promise, condition, representation or warranty relating to or leading up to this transaction which is not set out or expressly referred to in this offer to lease or within the lease (embodying the terms and conditions as set out above) and which may have been made by the landlord or any person on behalf of the landlord is expressly negated and withdrawn;
3. The tenant acknowledges that:
 - a. It has relied on its own skills and judgement and will make its own enquiries with all relevant authorities in determining the suitability of the premises for the permitted use and its business;
 - b. The landlord does not warrant or represent that the premises can be used for the permitted use under any laws relating to or affecting the use of the premises; and
 - c. The tenant will obtain all necessary permits (if applicable) for the permitted use of the premises.
 - d. The tenant has read and understood the attached privacy act (commonwealth) 1988 collection notice
 This condition ensures for the benefit of the landlord and the landlord's licensed estate agents and their servants, agents and employees.
4. If the Retail Leases Act 2003 ("The Act") applies to this document:
 - a. The tenant warrants to the landlord that to the extent that this document constitutes an agreement to lease, at least 7 days before the tenant entered into this agreement to lease, the tenant received from the landlord:
 - i. A disclosure statement in the form and containing the information required by the act;
 - ii. A copy of the proposed written terms of the lease; and
 - iii. A copy of the "Information brochure" published by the small business commissioner
 - b. The tenant indemnifies the landlord against all liabilities which the landlord suffers as a result of any breach by the tenant of the warranty in this paragraph 4.
5. The advanced deposit is to be held on behalf of the landlord and applied in the following manner:
 - a. If this offer is accepted by the landlord and the tenant executes the lease as required, this sum shall be applied towards the payments of the first instalment of rent and / or security deposit. If this offer is accepted by the landlord and the tenant refuses and / or fails to execute the lease as required or refuses to proceed with the transaction, this sum will be forfeited by the tenant to the landlord and will be forwarded by the agent to the landlord.
 - b. If the offer is not accepted by the landlord this sum shall be refunded to the tenant in full.
6. To the extent permitted by law, the tenant empowers the landlord to obtain private information from business references, previous managing agents and a credit report from a reporting agency, information about the tenant, its directors, shareholders and/or guarantor/s (as names are provided herein) to assess whether to accept the offer to lease from the tenant.
7. The terms and conditions in this offer to lease are for the tenant's consideration only and remain confidential whether or not the tenant proceeds with the lease.
8. This offer made by the tenant(s) and the guarantor(s) (if any) will lapse at 4pm on/...../..... or be extended by the tenant by notice in writing to the landlord and / or the landlord's agent.
9. Unless prohibited by the act, the tenant agrees to pay any costs including all legal costs in relation to the lease;
10. Once accepted in writing, the final accepted offer will be treated as a binding contract, until such time a lease is drawn based on this or a subsequently negotiated offer.

The applicant acknowledges having read and understood these terms & receiving the information brochure published by the small business commissioner. The applicant confirms that information provided herein is true and correct at the time of submitting this offer to lease.

This offer is made by the TENANT ;	Director/Secretary
For and on behalf of	Dated
This offer is accepted by the LANDLORD ;	Director/Secretary
For and on behalf of	Dated

INDIVIDUAL TENANT(S) DETAILS:		
AUSTRALIAN CITIZEN: YES / NO	LICENCE NO:	DATE OF BIRTH: / /
ABN:	TAX FILE NUMBER:	
ADDRESS:		
PH:	FAX:	MOB:
EMAIL:		
SOLICITOR/LEGAL REPRESENTATIVE:		PH:
BUSINESS BANKER:		PH:
INTENDED TRADING NAME:		REGISTERED: YES / NO
EXISTING BUSINESS / CURRENT EMPLOYMENT:		
LENGTH OF TIME IN BUSINESS / EMPLOYMENT:		
NAME OF COMPANY / EMPLOYER:		
ADDRESS OF OWNER OCCUPIED / RENTED PROPERTY:		

COMPANY TENANT DETAILS:	(A Copy Of The Current ASIC Company Extract Is Required)
FULL REGISTERED NAME OF COMPANY:	
ABN:	ACN:
IS THIS A LISTED CORPORATION (OR SUBSIDIARY OF) AS DEFINED BY S.9 CORPORATIONS ACT: YES / NO	
REGISTERED ADDRESS:	
PRINCIPAL TRADING ADDRESS:	
PRIMARY CONTACT:	PH: MOB:
ATTESTATION CLAUSE OF COMPANY	PLEASE INITIAL

ALL APPLICANTS TO COMPLETE:			
BUSINESS REFERENCES (INCLUDE NAME, NATURE & TELEPHONE NUMBERS)			
1.			
2.			
3.			
PREVIOUS TENANCIES & MANAGING AGENTS (INCLUDE NAMES & TELEPHONE NUMBERS)			
1.			
2.			
3.			
DETAILS OF COMPANY DIRECTOR/S & OR GUARANTOR/S TO LEASE:			
NAME:			
ADDRESS:			
CONTACT NUMBERS:	BUSINESS:	PRIVATE:	MOBILE:
NAME:			
ADDRESS:			
CONTACT NUMBERS:	BUSINESS:	PRIVATE:	MOBILE:
NAME:			
ADDRESS:			
CONTACT NUMBERS:	BUSINESS:	PRIVATE:	MOBILE:

STATEMENT OF FINANCIAL POSITION OF DIRECTORS / INDIVIDUAL MUST BE PROVIDED WITH THIS OFFER

APPLICANTS, PLEASE NOTE:

PROCESSING OF APPLICATION WILL NOT COMMENCE UNTIL APPLICATION IS COMPLETED IN FULL.

**APPLICATION FOR TENANCY AND MANAGEMENT OF PROPERTY PRIVACY ACT
(COMMONWEALTH) 1988
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, to process and evaluate the application and to manage the tenancy.

The personal information collected about the applicant in this application may be disclosed, by use of the internet or otherwise, during the course of the tenancy to other parties, including media organisations, the landlord, referees, financial institutions, tradespeople, other agents, third party operators of tenancy reference databases, owners corporations, solicitors, clients of the agent both existing and potential, parties engaged to evaluate the property, 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. Unless you advise the agent to the contrary, the agent may also disclose such information to the Real Estate Institute Of Victoria Ltd (REIV) for the purpose of documenting all leasing data in the area for the benefit of its members as part of membership services and for others in the property or related industries, and so as to assist them in continuing to provide the best possible service to their client. In providing this information, you agree to its use, unless you advise the agent differently. The privacy policy of the REIV can be viewed on its website;

www.reiv.com.au

If the applicant enters into a commercial lease and the applicant fails to comply with their obligations under the agreement, such fact and other relevant personal information collected about the applicant during the course of the tenancy may also be disclosed to other parties, including, but not limited to, those referred above.

The agent will only disclose information in this way to other parties to achieve the purpose specified above or as otherwise allowed under the privacy act.

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

If this information is not provided, the agent may not be able to process the application and manage the tenancy.

I, _____ as an authorised representative of _____ ,
Acknowledge receiving and understanding the collection notice above.

I further declare that all information provided by me (within this Offer To Lease) as an authorised representative of the above entity, is True & Correct.

Signed: _____ Date: / /