

**COMMERCIAL TENANCY CHECK LIST**

- 1- Asset & Liability Statement (from accountant)
- 2- Cash at bank (current)
- 3- 2 personal references
- 4- 2 credit / trade references (suppliers)
- 5- Experience evidence (C.V.)
- 6- One year business projection plan
- 7- Fit-out plan (1:100 scale)
- 8- Previous tenancy details
- 9- Passport, Driver's Licence, & other I. D. (s)

**Without prejudice**  
*Subject to Availability & Contract*

Dear Property Manager  
Town & Country Real Estate  
3/42 Railway Parade, Burwod NSW 2134

**RE:** \_\_\_\_\_

I/We hereby offer to lease the above mentioned property in accordance with the terms and conditions set out below:

1. **THE PREMISES:** \_\_\_\_\_
2. **NETT LEASABLE AREA:** (\_\_\_\_\_) APPROXIMATELY
3. **PERMITTED USE:** \_\_\_\_\_
4. **BASE RENTAL:** \_\_\_\_\_
5. **OUTGOINGS:** 100% OF (Council rates, Water rates, Building Insurance, Land Tax, Maintenance, Managing agent fees at 5.5%, & A/C )
6. **COMMENCEMENT DATE:** \_\_\_\_\_
7. **LEASE TERM:** \_\_\_\_\_
8. **OPTION:** \_\_\_\_\_
9. **RENTAL REVIEWS:** 5% annually, Market review at end of lease
10. **DEPOSIT:** I/We enclose our cheque in the sum of ( \$..... ) Deposit on account of the first months rental. If an agreement for lease is not concluded, this amount will be refunded less expenses (legal, agent fees and other costs to landlord/agent in relation to this proposed lease), otherwise it will be credited towards the first months rental. (**agent's fee in this instance = 2 weeks rent**)

SIGNATURE _____	DATE _____
11. <b>BANK GUARANTEE/BOND</b>	Equivalent to 3 months rent (\$.....)
12. <b>LEGAL COSTS:</b>	The lessee to pay, stamp duty and other outlays payable in respect of the preparation and stamping of the lease other than legal fees.
13. <b>FITOUT WORKS:</b>	The lessee agrees that all fit out works are to be approved in writing by the lessor's architect.
14. <b>Public Liability Insurance:</b>	Minimum \$20,000,000.00
15. <b>SPECIAL CONDITIONS:</b>	<ol style="list-style-type: none"> <li>1. <i>Lessee is responsible for the cost of: Stamping, registration, &amp; mortgagee consent with relation to the preparation of this lease.</i></li> <li>2. <i>Lessee is responsible for the landlord's legal fees in the event of any amendment(s) requested by the Lessee's, or on behalf of the Lessee's to the lease documents other than cases listed in amended retail leases act section 14 (4) &amp; (5).</i></li> <li>3. <i>Lessee is responsible for the agent's cost with relation in obtaining Landlord's consent for the purpose of: Transfer of the Lease to another entity.</i></li> </ol>
16. <b>DOCUMENTATION:</b>	Acceptance of this offer by the landlord will not in any circumstances create a legally enforceable Agreement for lease between the parties and is subject to the execution by the parties of an Agreement for lease, or if the premises are available then a lease, to be prepared by the landlord's solicitors, incorporating the above terms of otherwise and on terms and conditions acceptable to both parties.
17. <b>LESSEE'S SOLICITORS: Name, Address &amp; Tel.no.</b>	_____ _____ _____
18. <b>FULL NAME OF LESSEE: ADDRESS CONTACT NUMBERS EMAIL ADDRESS</b>	_____ _____ (H) _____ (M) _____ _____

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

19. **NAME & ADDRESS OF GUARANTORS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

20. **BUSINESS NAME & REGISTERED OFFICE: ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

21. **LESSEE’S BANKERS:** \_\_\_\_\_

22. **2 Written Trade References** \_\_\_\_\_

23. **Current Landlord/Agent.**

**AKNOWLEDGEMENT**

I/We acknowledge that:

- A. This offer is subject to the formal written approval of and acceptance by the Lessor and that no legal rights or obligations will arise unless and until execution and exchange of leases between the Lessor and the Lessee.
- B. In deciding whether or not to accept this application, the Lessor is relying upon the accuracy and comprehensiveness of the information about the Lessee contained in this application (“the Information”).
- C. If any of the Information changes materially or becomes incomplete, the Lessor must be notified immediately in writing.
- D. Occupation of the Premises will not be granted until the lease documentation has been completed to the satisfaction of the Lessor’s solicitors and all fees paid by the Lessee.
- E. The provisions of the New South Wales Retail Leases Act, 1994 will apply.
- F. No representation, promise, warranty or undertaking (including, without limitation, representations as to the suitability of the Premises for any particular purpose or the profitability of any business conducted or to be conducted from the Premises) has been made to me/us by any person or entity in connection with the premises or the Lease except those set out above or those confirmed below:

**(Important Note:** The Lessor and its agents and representatives shall not be responsible in any way for any loss, cost or damage resulting or arising from any alleged breach of promise or any suggested misrepresentation by the Lessor or its agent or representative unless the promises or representation upon which you wish to rely is incorporated in this Application to Lease. If you wish to rely upon a particular promise or any representation which is not already recorded in the Application to Lease it is **essential** that it be recorded in (F) above.)

SIGNATURE \_\_\_\_\_  
\_\_\_\_\_

DATE

**LEASE APPLICATION FORM (CONT'D)**

**REFERENCES**

Please provide us with details of references we may contact and include any written references you may have with this application

**BUSINESS REFERENCES**

Bank: \_\_\_\_\_

Branch: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Accountant: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

**TRADE REFERENCES**

Company	Contact	Phone Number

Please note that checking references and credit references is standard procedure. Should you have any objections to the checking of references and credit references, please indicate below.

Please tick

Yes I do object     

No objection     

If answer is yes please explain the reason(s)

.....  
.....

.....  
.....  
SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**CREDIT CHECK LETTER**

(Date)

Town and Country Real Estate  
Shop 3, 42- 50 Railway Parade  
BURWOOD NSW 2134

**TO WHOM IT MAY CONCERN**  
**CREDIT CHECK**

I/We allow Town and Country Real Estate to conduct a credit check for the purpose of leasing a Shop at (address of shop). My/our Bank details are as follows:

1. Bank: \_\_\_\_\_

Bank Account Name: \_\_\_\_\_

Account No: \_\_\_\_\_

Branch Location: \_\_\_\_\_

2. Drivers Licence No: \_\_\_\_\_

3. Date of Birth: \_\_\_\_\_

4. Current Residential Address: \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**LEASE APPLICATION FORM (CONT'D)**

**STATEMENT OF ASSETS AND LIABILITIES**

**FOR** \_\_\_\_\_

**OF** \_\_\_\_\_

LIABILITES	Amount Owing	ASSETS	Present Value
MORTGAGE		HOUSE/PROPERTY/LAND	
1.	\$	1.	/ /
2.	\$	2.	\$
3.	\$	3.	
LOANS		OTHER PROPERTY (DETAIL)	
1.	\$	1.	\$
2.	\$	2.	\$
3.	\$	3.	\$
HIRE PURCHASE		FURNITURE & HOUSEHOLD EFFECTS PLANT & MACHINERY	
1.	\$	1.	\$
2.	\$	2.	\$
3.	\$	3.	\$
BANK O'DRAFT (CURRENT OWINGS)	\$	STOCK IN TRADE	\$
OTHER LIABILITIES		BANK ACCOUNT BALANCE	\$
1.	\$	CASH ON HAND	\$
2.	\$	SHARES OR SIMILAR (MKT VALUE)	\$
3.	\$		
		OTHER ASSETS (DETAIL)	
		1.	\$
		2.	\$
		3.	\$
<b>TOTAL LIABILITIES</b>	<b>\$</b>	<b>TOTAL ASSETS</b>	<b>\$</b>
BANK OVERDRAFT LIMIT CREDIT LIMITS			
1.	\$		
2.	\$		
3.	\$		
Surplus of Assets over Liabilities is: \$ _____			

*Note: Further proof of the above may be required prior to proceeding with any leasing agreements.*

Are you or is your wife or husband an undischarged bankrupt or have either of you assigned your estate for the benefit of creditors or had judgment recorded against you? If so, give particulars.

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The above assets are held solely by me/us and are not held in a trust. The information contained herein is to the best of my/our knowledge true as at this date.

Signature of Applicant/s \_\_\_\_\_

Date: \_\_\_\_\_

(If the above assets are held by joint owners, name of joint owners to be written.)