



CONFIDENTIAL

LETTER OF OFFER - LEASE

Re: Lease

to

Premises:

Further to our recent discussions please find below our offer to lease for your consideration.
This offer is open for acceptance until 5 pm on –

The complete terms and conditions for the granting of a Lease (and any ancillary agreements) for the Premises will be contained in the documentation to be prepared by the Landlord's solicitors.

PREMISES	
Address	
Title particulars	
Area	Subject to survey: Y/N
Shop Number	
TENANT	
Full Name(s) and/or Company Name(s) of Tenants	
ACN and/or ABN	
Role or Title of Company Director(s) if applicable	

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Initial & Date



PERMITTED USE AND EXCLUSIVITY

Permitted Use	Primary Use:
	Secondary Use:
	<i>Note: It is the Tenant's responsibility to obtain necessary permits for the primary and secondary use (if applicable) of the premises.</i>
Exclusivity	<p>It is expressly stated that:</p> <p>(a) no exclusivity as to Permitted Use has been promised, and</p> <p>(b) no exclusivity as to Permitted Use will be agreed upon at any time.</p>

TERMS

Term of Lease	
Option Availability	
Lease Commencement	Estimate / Actual:
Rent Commencement Date	
Handover Date (anticipated)	This date will be the date on which the premises will be available to the Tenant for the Tenant to commence the Tenant's works.

RENT

Net Rent	<p>\$ per annum + GST</p> <p><i>Payable in twelve (12) equal monthly installments calendar monthly in advance by Direct Debit</i></p>
Annual Rent Review	<p>The greater of:</p> <p>(a) CPI; or</p> <p>(b) fixed 3.5 % per annum,</p> <p>+ GST</p> <p><i>Market Review at the commencement of the option period</i></p>

OTHER COSTS

Outgoings	<p>The Tenant is to pay a proportion of the Building's Outgoings for each Financial Year.</p> <p>The Tenant's proportion is set out in the Landlord's standard lease and is calculated based on the floor area of the Premises when compared to the total lettable floor area of the building.</p>
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	<p>The estimated expenses for the financial year ending 30 June 2023 are \$_____ per square meter per annum. The estimated amount for this premise is \$_____ per annum + GST.</p> <p>The Tenant must pay for any special services required by it, including, but not limited to, Tenant metered use of water and electricity.</p>
Payment by ETF (Electronic Funds Transfer)	All rent + outgoing + GST. Along with any other monies owing are to be paid by direct debit (or such other method as the Landlord may reasonably require)
Running Costs	The Tenant is to pay for all charges for electricity, gas, water, telephone, garbage removal, and cleaning of the tenancy.
Goods and Services Tax	All amounts specified in this offer to lease are exclusive of GST. The Tenant is liable for all GST payable in respect of taxable supplies made by the Landlord to the Tenant. Without limitation, the Tenant is liable for GST payable on rent, and if applicable turnover rent, and other amounts due, from the Tenant under the lease.
INCENTIVES & SECURITY	
Rent Free Period	
Personal Guarantee	In circumstances in which the Tenant is a Company, in addition to a Bank Guarantee, the Directors and Shareholders of the Tenant and the Director of any Shareholder Company will provide Personal Guarantees for the performance of the Tenant in the form required.
Bank Guarantee	<p>The Tenant must provide a Bank Guarantee in the amount of, inclusive of GST. This must be provided to the Landlord with the signed Lease documents.</p> <p>The Bank Guarantee is equal to three (3) months' Rent, Outgoings (inclusive of GST) as security for the performance of the Tenant's obligations under the Lease.</p> <p>The Bank Guarantee must be:</p> <ul style="list-style-type: none"> - Irrevocable and drawn on an Australian Trading Bank, with a branch located in Gold Coast in favor of the Landlord; and - have no expiry date and be always maintained by the Tenant throughout the Term at an amount equal to the then current Bank Guarantee amount. <p>The Bank Guarantee will be held by the Landlord for the whole term of the Lease.</p>
Rental Deposit	<p>The amount of \$_____ (inclusive of GST) will be required to be paid by the _____</p> <p>The tenant by way of a Deposit Cheque payable to Roskel Commercial for one (1) month's Rent, Outgoings (inclusive of GST).</p>

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OTHER REQUIREMENTS	
Public Liability Insurance	<p>\$20 Million</p> <p>The Tenant's Public Liability Insurance Policy must note the interests of the Landlord and anyone nominated by it.</p> <p>A copy of the Tenant's current Public Liability Certificate is to be always held by the Property Manager.</p>
Other Insurances	<p>All other insurance as required by the Landlord includes:</p> <ul style="list-style-type: none"> (A) Workers' compensation or other work cover insurances; and (B) insurance for all property situated in the Premises owned by the Tenant or for which the Tenant is legally liable and, on all fixtures, and improvements installed in the Premises by the Tenant or provided by the Landlord for the use of the Tenant; and (C) the policy must be for an amount not less than the full replacement cost with coverage against at least fire and other risks, including but not limited to water, storm, and rainwater damage, with standard extended coverage; and (D) insurance in respect of the hot water system and thermostatic control (if relevant) against damage and fusion; and (E) plate glass insurance for all plate glass in the Premises or forming part of the boundary walls of the Premises. <p>The Landlord is to be noted as an interested party on all insurance policies.</p> <p>A copy of a current Certificate of Currency in respect of all insurances is to be always held by the Property Manager.</p>
FITOUT	
Access	<p>No access to the premises will be allowed until:</p> <ol style="list-style-type: none"> 1. all legal documentation is signed and returned to the Landlord. 2. all costs are paid. 3. the original Bank Guarantee is received by the Landlord. 4. evidence of Insurance Cover in accordance with the Lease has been provided to the Landlord; and 5. fit-out approval has been granted by the Landlord's Project Manager.

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Signage	Signage plans must be submitted with fit-out plans for approval by the Landlord prior to installation. The Tenant is responsible for procuring the consent of all relevant authorities in respect of such signage.
Make Good	Prior to the expiration or sooner determination of the Lease, the Lessee is required to remove its freestanding and personal items, alterations, and additions from the Premises when it vacates.
	The Lessee will be required to “make good” the Premises in accordance with the Lease documentation including (unless otherwise agreed in writing with the Lessor) the following Make Good requirements: <u>Premises:</u> Restore to a bare, undamaged, and vacant shell / to open plan base building specification
Approvals	The Tenant is responsible for obtaining all necessary approvals (including local council approvals) in respect of the Premises. The Lease is not conditional upon the outcome of those approvals.
Repair and maintenance	<ul style="list-style-type: none"> • The Lessee will keep, maintain and service the Premises (including but not limited to the Lessor’s Property, fittings, fixtures, plant and equipment, and any works paid for by the Lessor regardless of ownership) in good repair and at the expiration of the term must yield up the Premises in good repair. • The Lessee will pay all running costs of the Lessor’s Property and services in respect of the Premises (including air-conditioning/heating). • The Lessee must use ensure the Premises are free of pests and vermin. • The Lessee will keep the Lessor’s Property (including air-conditioning/heating) cleaned, maintained, serviced, and in good repair and condition and will enter and keep current at the Lessee’s expense such maintenance, serviced, and repair contracts as are reasonably required by the Lessor. • The Lessee is not responsible for structural repairs or fair wear and tear, except where the repair/replacement is caused by any negligent or defaulting act or omission of the Lessee or the Lessee’s agents, employees, contractors, invitees, etc.
LANDLORD’S WORKS	
Scope of Landlord’s Works	<ul style="list-style-type: none"> • The tenancy will be taken on an as-is basis.
DOCUMENTATION	
Lease Documents	<ul style="list-style-type: none"> • The Lease documentation including any ancillary documents will be prepared by the Landlord’s solicitors and will be in accordance with the Landlord’s standard leasing documentation (“Lease Documentation”). • The Tenant will execute and return the executed Letter of Offer, the Disclosure Statement, and the Lease Documentation, within 14 days after the Tenant’s receipt of the Lease Documentation.

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	<ul style="list-style-type: none"> In the event the Tenant does not execute the Lease Documentation after they have been prepared and issued, or the Lease does not proceed for any reason whatsoever, the Tenant will pay the Landlord's reasonable costs in relation to the preparation of all Lease Documentation and any other fees incurred in respect of the Letter of Offer/Lease Documentation and the Tenant by executing this Letter of Offer, agrees that such costs will be deducted from the Deposit. <p>The Tenant consents to the Landlord and the Landlord's agents/solicitors providing any information, documents, or material relevant to this Letter of Offer (including information required under any legislation) by electronic communication (including, for example, by facsimile or email) to the Tenant or the Tenant's agents/solicitors in accordance with section 11 of the <i>Electronic Transactions Act 2001 (QLD)</i>.</p>
Redevelopment and relocation clauses	The Landlord's standard lease contains redevelopment and relocation clauses.
Registration	Yes.
Costs	<p>The Landlord and the Tenant must pay their own legal and other costs, in respect of the preparation, negotiation, and execution of the Lease (and any extension and renewal of the Lease).</p> <p>The Tenant must pay the Landlord on request:</p> <ul style="list-style-type: none"> the reasonable cost of preparation of a survey plan of the Premises. all stamp duty and registration fees on this Lease; and the Landlord's reasonable legal and other costs (on a full indemnity basis) in relation to: <ul style="list-style-type: none"> any application for consent required under this Lease (whether or not the consent is given); any surrender or early termination of this Lease. any litigation or arbitration in which the Landlord is made a party or is otherwise involved, arising directly or indirectly out of this Lease or the Tenant's occupancy of the Premises (except where a court or arbitrator awards costs in favor of the Tenant against the Landlord) and default by the Tenant under the Lease. <p>Any costs payable by the Tenant must be paid at the time of execution of the Lease documentation by the Tenant.</p>
Confidentiality	This Offer to Lease is made on a strictly confidential basis. The Tenant shall not disclose or allow to be disclosed any information regarding this offer to any third party, other than to the Tenant's legal and financial advisors and financiers.

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<p>Non-Completion or Default by Tenant</p>	<p>If the Tenant:</p> <ul style="list-style-type: none"> - fails to Sign the Lease Documents within 14 days from receipt, or; - fails to pay all associated costs; or - fails to satisfy any other term or condition of this offer; or - does not affect the Tenant's fit-out in accordance with the Landlord's approval; or - does not enter possession of the premises. <p>The Landlord may:</p> <ul style="list-style-type: none"> - withdraw this invitation to Lease the premises to the Tenant; and - forfeit the Deposit (or so much of it as has been paid) as compensation for the Landlord's costs, expenses, and time thrownaway.
<p>Warranties and Representations</p>	<p>The Tenant acknowledges that no promises, representations, warranties, or undertakings have been made in relation to the potential use of the premises to be leased or otherwise in relation to the Lease unless such representations are in writing and contained in this Offer to Lease If the Tenant or its representatives have relied upon any verbal or written representation, warranty or undertaking (that is not set out in this Offer to Lease), which influenced the Tenant in considering a Lease of the Premises, it has been set out in the attached Information Sheet to be completed by the Tenant. Otherwise, it will be agreed, by the absence of such notification that no such events occurred.</p>

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Initial & Date



Acknowledgments	<p>The Tenant acknowledges that:</p> <ul style="list-style-type: none"> (a) this offer is subject to the approval of the Landlord. (b) the acceptance of any offer is at the total discretion of the Landlord. (c) no promise, representation, warranty, or undertaking has been made to the Tenant in relation to the potential of the premises to be leased or the size or potential of the other shops in the building. (d) the permitted use of the premises does not imply any form of exclusivity. (e) the Tenant will be responsible for obtaining all consents and permits required: to permit its desired use of the premises;
Further Enquires	<p>The Tenant and Guarantor consents to, authorizes, and will provide reasonable assistance to the Landlord to conduct all necessary searches and inquiries into the Tenant's and Guarantor's creditworthiness and ability to comply with the Lease terms outlined in this proposal</p>
SPECIAL CONDITIONS	
Special Conditions	This offer is subject to the Landlord's final approval.

SIGNATURES

Tenants Signature _____

Full Name of Signatory _____

Date (DD/MM/YYYY) _____

Guarantor's Signature _____

Full Name of Signatory _____

Date (DD/MM/YYYY) _____

Signed By Tenant _____

Landlords Signature _____

Date (DD/MM/YYYY) _____

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Initial & Date



Please Complete the entirety of the Form.

TENANT INFORMATION	
Full Name(s) of Tenant	
Full Name(s) of Company ACN/ABN	
Trading Name of Tenant	
Director(s)	
Contact Person	
Direct Telephone	
Email Address	
Residential Address	
GUARANTOR INFORMATION	
Name of Guarantor(s)	
Residential Address(s)	
Date of Birth(s)	
Telephone Number(s)	
Drivers License Number(s)	
TENANT'S SOLICITOR INFORMATION	
Tenant's Solicitors Firm	
Solicitor's Name	
Postal Address	
Telephone	
Fax	
Email Address	
PUBLIC LIABILITY INFORMATION	
Public Liability Insurer	
Policy Number	
Due Date	
BUSINESS REFERENCE	
Business References	
Name of Contact	
Company	
Telephone Number(s)	
Name of Contact	
Company	
Telephone Number(s)	

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ASSET AND LIABILITY STATEMENT				
Name				
Address				
Liabilities			Assets	
Bank Overdraft	Balance (\$)		Cash at Bank (Provide Statement)	Value (\$)
	Limit			
Mortgage/Lender Financier	Payment (\$)	Time Periods (Monthly)	Real Estate (Address)	Value (\$)
Financier (Others if applicable)	Payment (\$)	Time Periods (Monthly)	Motor Vehicles (Make – Model)	Value (\$)
Trade Creditors			Debtors	
Other Loans: Financier	Payment (\$)		Other Misc. Assets	Value (\$)
Credit Cards			Stocks	
Type	Bank	Limit	Value (\$)	
			Contents	
			Shares	
Total Liabilities			Total Assets	
Surplus			Deficiency	

I/We declare that the information provided above in this form is true and correct.

I/We are not undisclosed bankrupt(s) and there are no unsatisfied judgments against I/We.

Date (DD/MM/YYYY) _____

Signature _____

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Initial & Date



**You are required to meet a 100-point identification criterion upon submission of your application, and the agent/Landlord may photocopy any item and retain it as part of your application.
You must provide at least one form of Photo Identification***

70 Points

- | | | |
|-----------------------------------|---|--|
| <input type="checkbox"/> Passport | <input type="checkbox"/> Full Birth Certificate | <input type="checkbox"/> Citizenship Certificate |
|-----------------------------------|---|--|

40 Points

- | | | |
|--|--|---|
| <input type="checkbox"/> Australian Driver's License | <input type="checkbox"/> Student Photo ID | <input type="checkbox"/> Dept of Veteran Affairs Card |
| <input type="checkbox"/> Centrelink Card | <input type="checkbox"/> Proof of Age Card | <input type="checkbox"/> State / Federal Govt. Photo ID |

25 Points

- | | | |
|--|---|---|
| <input type="checkbox"/> Medicare Card | <input type="checkbox"/> Council Rates Notice | <input type="checkbox"/> Motor Vehicle Registration |
| <input type="checkbox"/> Telephone Bill | <input type="checkbox"/> Electricity Bill | <input type="checkbox"/> Gas Bill |
| <input type="checkbox"/> Tenancy History Ledger | <input type="checkbox"/> Bank Statement | <input type="checkbox"/> Credit Card Statement |
| <input type="checkbox"/> Last FOUR Rent Receipts | <input type="checkbox"/> Rent Bond Receipt | <input type="checkbox"/> Previous Tenancy Agreement |

Additional Information (PROOF OF INCOME)

Employed	Last two Pay slips	<input type="checkbox"/>
Self Employed	Bank Statement, Group Certificate, Tax Return, Accountants Letter	<input type="checkbox"/>
Not Employed	Centrelink Statement	<input type="checkbox"/>

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Acknowledgment & Execution Page

NON BINDING AGREEMENT

The information contained in this Letter of Offer relating to the Lease terms does not constitute a binding Lease between the Landlord and the Tenant. For the avoidance of doubt, by executing this Letter of Offer the Tenant has agreed to and is bound by the following terms contained herein including:

- Confidentiality.
- payment of the Deposit; and
- forfeiting such part of the Deposit as is required to cover the Landlord's reasonable legal costs and fees if the Lease does not proceed for any reason whatsoever.

The Landlord reserves the right to withdraw from and terminate negotiations at any time prior to execution of formal Lease documents by either the Landlord or the Tenant and satisfaction of the Tenant's obligations as set out above. The Landlord's rights in respect of the deposit and legal costs remain irrespective of approval.

If you wish to enter into a Lease of the Premises as set out in this Letter of Offer, please:

1. Complete details of the Tenant and the other required information on this Letter of Offer [keep a copy of the signed Letter of Offer for your reference]; and
2. Return the completed Letter of Offer to Roskel Commercial.

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