

**PREMISES LEASE**

Dated \_\_\_\_\_

**Between**

**[NAME OF LANDLORD]**

**the Landlord**

**And**

**[NAME OF TENANT]**

**the Tenant**

**And**

**[NAME OF GUARANTOR]**

**the Guarantor**

**Leased Premises:  
[address of premises]**

# PREMISES LEASE

## Table of Contents

PARTICULARS OF LEASE .....	iii
Recitals .....	1
OPERATIVE PART .....	1
Article I - Interpretation .....	1
1.1 Definitions .....	1
1.2 General .....	3
Article II - Grant of Lease .....	4
Article III – Rent .....	4
3.1 Rent Payable in Instalments .....	4
3.2 Payment of Rent .....	4
3.4 Adjustments and Errors .....	4
Article IV – Rent Review .....	4
4.1 CPI Rent Review .....	4
4.2 Market Rent Review .....	4
4.3 Rent May Be Reviewed Later .....	5
4.4 Payment of Rent Until Review .....	5
Article V – Operating Expenses .....	5
5.1 Payment of Operating Expenses .....	5
5.2 Determination of Operating Expenses .....	5
5.3 Utility Charges .....	5
Article VI – Assignment and Sub-Letting .....	5
6.1 Prohibition .....	5
6.2 Change in Corporate Control .....	6
6.3 Exclusion of Statutory Provisions .....	6
Article VII – Operation and Use of Premises .....	6
7.1 Permitted Use .....	6
7.2 Restrictions on Use .....	6
7.3 Conduct of Business .....	7
7.4 Security .....	7
7.5 Suitability .....	7
7.6 Approvals .....	7
7.7 Compliance With Laws .....	7
7.8 Signs .....	7
7.9 No Encumbrance .....	7
7.10 Licences .....	7
7.11 Use of Common Areas .....	7
7.12 Responsibility for Conduct of Others .....	7
7.13 Franchises & Concessions .....	8
7.14 Installation of Safes or Heavy Items .....	8
7.15 Dangerous Substances .....	8
Article VIII – Insurance and Indemnities .....	8
8.1 Tenant’s Insurance .....	8
8.2 Tenant Not to Prejudice Insurance .....	8
8.3 Indemnity .....	8
8.4 Limitations of Landlord’s Liability .....	9
Article IX – Repair and Maintenance of Premises .....	9
9.1 Repair by Tenant .....	9
9.2 Maintenance of Drains .....	9
9.3 Tenant to Keep Premises Clean .....	9
9.4 Landlord May Repair on Failure by Tenant .....	9
9.5 Alterations .....	9
9.6 No Structural Repairs .....	10
9.7 Paint .....	10
9.8 Damage Caused by Tenant .....	10
9.9 No Overload of Structure .....	10
9.10 Notices to Landlord .....	10
Article X – Landlord’s Rights and Obligations .....	10
10.1 Quiet Enjoyment .....	10
10.2 Structural Repairs .....	10
10.3 Execution of Works .....	10
10.3 Inspection by Prospective Purchasers or Tenants .....	11
10.4 Building Services .....	11
10.5 Landlord’s Insurance .....	11
10.6 Common Areas .....	11

10.7	Right of Entry by Landlord	11
10.8	Change of Landlord	11
10.9	Consent of Landlord	12
10.10	Landlord's Exercise of Rights	12
Article XI – Default		12
11.1	Essential Terms	12
11.2	Event of Default	12
11.3	Landlord's Rights on Event of Default	12
11.4	Damages for Default	12
11.5	Interest	13
Article XII – At the End of the Lease		13
12.1	Vacating the Premises	13
12.2	Removal of Tenant's Property	13
12.3	Property Not Removed by Tenant	13
12.4	Keys	13
Article XIII – Damage or Destruction of Premises or Building		13
13.1	Damage or Destruction by Fire or Other Cause	13
13.2	No Abatement if Insurance Rendered Ineffective	14
13.3	Non-Reinstatement of Premises	14
Article XIV – Option to Renew		14
14.1	Tenant's Right to Renew	14
14.2	Notice of Exercise of Option	14
14.3	Lease for Renewal Term	14
14.4	Extension of Lease	15
Article XV – Holding Over		15
Article XVI – Restrictions on Registrations and Caveats		15
16.1	No Registration or Absolute Caveat	15
16.2	Subject to Claim Caveat	15
Article XVII – Costs and Expenses		15
17.1	Costs of Preparation	15
17.2	Default Costs	15
17.3	Legal Costs	16
17.4	Goods and Services Tax	16
Article XVIII - Notices		16
18.1	Giving of Notice	16
18.2	Time Notice Given	16
18.3	Service of Process	17
Article XIX – Strata Title Provisions		17
19.1	Strata Lot	17
19.2	Subdivision or Strata Plan	17
Article XX – General Provisions		17
20.1	Governing Law	17
20.2	Moratorium	17
20.3	Application of Commercial Tenancy (Retail Shops) Act	18
20.4	Validity of Managing Agent's Actions	18
20.5	Signing of Landlord's Documents	18
20.6	Severability	18
20.7	Non-Business Days	18
20.8	Waiver or Variation	18
20.9	Further Assurances	18
20.10	Statutory Powers	18
20.11	Entire Agreement	18
20.12	No Warranty	18
20.13	Special Conditions	18
20.14	No Set-Off or Counterclaim	18
20.15	Antecedent Breaches	19
20.16	Counterparts	19
20.17	Certificate	19
20.18	Trust Provisions	19
Article XXI – Guarantee and Indemnity		19
21.1	Guarantee	19
21.2	Indemnity	19
21.3	Guarantor's Obligations Not Affected	19
21.4	Guarantor is Principal Debtor	20
21.5	Continuing Obligations	20
21.6	No Notice or Demand Required	20
21.7	Payment by Guarantor on Demand	20
21.8	Guarantor Must Not Compete With Landlord	20
[NAME OF BUILDING] BUILDING RULES AND REGULATIONS		22

## PARTICULARS OF LEASE

### 1. PARTIES

**LANDLORD:**

Name: \_\_\_\_\_

ACN: \_\_\_\_\_

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

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

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Contact Name & Position: \_\_\_\_\_

**TENANT:**

Name: \_\_\_\_\_

ACN: \_\_\_\_\_

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

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

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Contact Name & Position: \_\_\_\_\_

**GUARANTOR:**

Name: \_\_\_\_\_

ACN: \_\_\_\_\_

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

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

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Contact Name & Position: \_\_\_\_\_

### 2. BUILDING

Description: \_\_\_\_\_

Certificate of title: Volume \_\_\_\_\_ Folio \_\_\_\_\_

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

### 3. PREMISES

[Suite / Unit] # \_\_\_\_\_, comprising an area of approximately \_\_\_\_\_ on the \_\_\_\_ floor of the Building.

### 4. PERMITTED USE OF PREMISES

[Describe the permitted use of the Premises.]

**5. TERM**

\_\_\_\_\_ years

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

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

**6. OPTION TO RENEW**

\_\_\_\_\_ further term(s) ("Renewal Term(s)") of \_\_\_\_\_ year(s) [each]

**7. RENT**

**Initial Lease Term:**

Year 1 (\_\_\_\_\_ to \_\_\_\_\_) \$\_\_\_\_\_ to be paid in equal monthly instalments

Year 2 (\_\_\_\_\_ to \_\_\_\_\_) \$\_\_\_\_\_ to be paid in equal monthly instalments

Year 3 (\_\_\_\_\_ to \_\_\_\_\_) \$\_\_\_\_\_ to be paid in equal monthly instalments

[etc.]

**Renewal Term(s):**

Year 1 (\_\_\_\_\_ to \_\_\_\_\_) \$\_\_\_\_\_ to be paid in equal monthly instalments

Year 2 (\_\_\_\_\_ to \_\_\_\_\_) \$\_\_\_\_\_ to be paid in equal monthly instalments

Year 3 (\_\_\_\_\_ to \_\_\_\_\_) \$\_\_\_\_\_ to be paid in equal monthly instalments

**8. RENT REVIEW DATES**

**CPI REVIEWS:**

On the \_\_\_\_\_ anniversaries of the Commencement Date during the Term and any Renewal Term(s) of this Lease.

**MARKET REVIEWS:**

On the \_\_\_\_\_ anniversaries of the Commencement Date during the Term and any Renewal Term(s) of this Lease.

**9. PUBLIC RISK INSURANCE**

Not less than \$5,000,000.00 or such higher amount as the Landlord may reasonably specify from time to time.

**10. PAINTING**

Every \_\_\_\_\_ years and in the 3 months prior to the Tenant vacating the Premises.

**11. SPECIAL CONDITIONS**

# PREMISES LEASE

THIS LEASE made effective as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**BETWEEN:**

[NAME OF LANDLORD]  
[address]  
(the "Landlord")

- and -

[NAME OF TENANT]  
[address]  
(the "Tenant")

- and -

[NAME OF GUARANTOR]  
[address]  
(the "Guarantor")

## Recitals

- A. The Landlord is the registered proprietor of the Land.
- B. The Landlord has agreed to lease, and the Tenant has agreed to take up, the Premises at the Rent reserved and upon and subject to the terms and conditions contained in this Lease.

## OPERATIVE PART

### Article I - Interpretation

#### 1.1 Definitions

Wherever used throughout this Lease and any schedules or attachments hereto, the following terms shall have the meanings set out herein unless the context requires otherwise:

**"Building"** means the Building set out in Item 2 of the Particulars of Lease, and includes the land on which the Building stands, the Premises and the Common Areas.

**"Building Rules"** means the rules and regulations for the Building as established from time to time by the Landlord, a copy of which are annexed as the First Schedule to this Lease.

**"Business Day"** means a day other than a Saturday, Sunday or State public holiday in Western Australia.

**"Commencement Date"** means the date set out in Item 5 of the Particulars of Lease on which the Term of the Lease will commence.

**"Common Areas"** means the areas of the Building which are provided for common use, for example car parking areas, footpaths, access ways, entrances, stairs, escalators, lifts, toilets and loading docks.

**"CPI"** means the Consumer Price Index (all groups) for Perth published from time to time by the Australian Bureau of Statistics, but in the event that there is any suspension or discontinuance of the Consumer Price Index (all groups) for Perth or its method of calculation is substantially altered then it shall mean any index published which reflects the fluctuations of the cost of living in Perth which the Landlord determines.

**"Event of Default"** means any event specified in clause 13.1 (Events of Default).

**"Guarantor"** means the party identified as the Guarantor in Item 1 of the Particulars of Lease.

**"Insolvency Event"** means the occurrence of any of the following events:

- (a) when a body corporate enters into, or resolves to enter into, a scheme of arrangement, deed of company arrangement or composition with, or assignment for the benefit of, all

- or any of its creditors, except to reconstruct or amalgamate on terms approved by the Landlord;
- (b) the commencement of proceedings to wind up or dissolve a body corporate, except to reconstruct or amalgamate on terms approved by the Landlord;
  - (c) the application to appoint, or appointment of a liquidator or a provisional liquidator in respect of a body corporate;
  - (d) if a body corporate is insolvent as defined in s95A of the Corporations Law;
  - (e) as a result of the operation of s459F(1) of the Corporations Law, a body corporate is taken to have failed to comply with a statutory demand;
  - (f) if a body corporate takes any step to obtain protection or is granted protection from its creditors, under any applicable legislation or an administrator is appointed to a body corporate;
  - (g) if a person becomes insolvent under administration as defined in s9 of the Corporations Law;
  - (h) if a controller (as defined in s9 of the Corporations Law) is appointed in respect of any part of the property of a body corporate;
  - (i) if a natural person is unable to pay his/her debts as and when they fall due and payable;
  - (j) if a meeting is convened to place a natural person in bankruptcy or an application is made for a natural person to be made bankrupt;
  - (k) if a trustee in bankruptcy is appointed to a natural person;
  - (l) if a natural person proposes to enter into, or enters into, any form of arrangement whether formal or informal with any of its creditors; or
  - (m) anything analogous or having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction.

**"Interest Rate"** means the rate of interest per annum charged by the Landlord's bank from time to time on unsecured arranged overdrafts of less than \$100,000 plus \_\_\_\_ per cent (\_\_\_\_%).

**"Item"** means an item in the Particulars of Lease.

**"Landlord"** means the party identified as the Landlord in Item 1 of the Particulars of Lease, and includes the Landlord's managing agent, employees, and any person authorised to act by or on behalf of the Landlord.

**"law"** includes any requirement of any statute, regulation, proclamation, ordinance or bylaw, present or future, and whether State, federal or otherwise.

**"Lease"** means this Lease including the Particulars of Lease and plan and annexure (if any) annexed hereto.

**"managing agent"** means any managing agent for the Building appointed from time to time by the Landlord.

**"Operating Expenses"** means all the following moneys expended or payable by the Landlord in connection with the land or the Landlord's ownership of the land during the Term, namely:

- (a) the Rates and Taxes;
- (b) insurance premiums for the following insurances effected by the Landlord:
  - (i) insuring the Premises and any plant, equipment and other appliance, fixture and fittings on the Premises that is the property of the Landlord in respect of such usual and necessary risks against which a landlord can and does ordinarily insure to the full reinstatement value thereof;
  - (ii) insurance against damage to all glass and plate glass upon or in the Premises;
  - (iii) insurance in respect of public liability in relation to the Land; and

- (iv) any other insurance the Landlord may reasonably take out relating to the Landlord's ownership or interest in the Premises.

**"Particulars of Lease"** means the Particulars of Lease at the beginning of this Lease.

**"person"** includes an individual, corporation, body corporate, association, firm or other business entity.

**"Premises"** means the premises specified in Item 3 of the Particulars of Lease together with all the plant and equipment, fixtures, fittings, furniture, furnishings and effects in, on or fixed to such Premises that are not the property of the Tenant.

**"Rates and Taxes"** means:

- (a) all rates, taxes, duties, impositions and fees payable to the local authority in respect of the Premises;
- (b) all water, sewerage and drainage rates and charges payable for the supply of water to the Premises including, but not limited to, meter fees and charges for the disposal of storm water and sewerage; and
- (c) any land tax or other tax in the nature of a tax upon land payable in respect of the Premises (but calculated on a single ownership basis).

**"Rent"** means the annual rental specified in Item 7 of the Particulars of Lease as reviewed pursuant to this Lease.

**"Rent Review Date(s)"** means the dates specified in Item 8 of the Particulars of Lease as the date or dates upon which the Rent is to be reviewed.

**"Tenant"** means the party identified as the Tenant in Item 2 of the Particulars of Lease.

**"Tenant's property"** means all the Tenant's property inside the Premises and includes all the Tenant's fixtures, fittings, signs, equipment and goods.

**"Term"** means the term of this Lease specified in Item 5 of the Particulars of Lease subject to the provisions in this Lease for early termination of the Term and, when the context requires, includes any renewal term and any period of holding over.

## 1.2 General

The following rules of interpretation apply, unless the context requires otherwise:

- (a) Headings are inserted for convenience of reference only and shall not affect the construction or interpretation of this Lease.
- (b) Words importing the singular number include the plural and vice versa, and words importing the masculine gender include the feminine and neuter genders.
- (c) A reference to any party to this Lease includes such party's successors and assigns.
- (d) References to any statute or other law shall mean such statute or other law as amended or replaced at any time whether before or after the date of this Lease.
- (e) A reference to a right or obligation of any two or more persons confers such right or imposes such obligation on each of them individually and both (or all) of them jointly.
- (f) All schedules, annexures, attachments and/or exhibits relating to this Lease are incorporated by reference and are deemed to be part of this Lease.
- (g) Unless stated otherwise, one word or provision shall not limit the effect of any other.
- (h) Every obligation by the Tenant is taken to include an obligation by the Tenant to ensure that each of the Tenant's employees and others under the Tenant's control comply with such obligation.
- (i) Whenever a provision of this Lease requires the consent, approval or agreement of the Landlord for any action of the Tenant, such consent, approval or agreement must be obtained in writing prior to the Tenant taking such action.
- (j) When this Lease requires anything not to be done, this includes not allowing or permitting the thing to be done.
- (k) Examples are descriptive only, and not exhaustive.