



23 CUMNOCK STREET  
PO BOX 424  
JAMESTOWN SA 5491

**KELLYKELLYLEGAL.COM.AU**  
ABN 53 613 105 187

**08 8664 1162**

# **Commercial Lease Checklist and Information required**

**KELLY KELLY LEGAL**

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## Who owns the property?

### Is the property owned by a Trust?

- Yes – Trust Name \_\_\_\_\_  
Name of Trustee \_\_\_\_\_

**NOTE: Please email us a copy of the Trust Deed for audit purposes.**

- No

### Is the property owned by a Company?

- Yes – Company name \_\_\_\_\_ A.C.N. \_\_\_\_\_
- No

### Is the property owned in a personal capacity?

<b>OWNER (Landlord/Lessor):</b>	
<b>Owner #1</b>	Full Names: Mr / Mrs / Ms _____ Residential Address: _____ Postal Address: _____ Telephone: _____ Mobile: _____ Email: _____ Occupation: _____ Date of Birth: ___ / ___ / ___ Name of accountant _____
<b>Owner #2</b>	Full Names: Mr / Mrs / Ms _____ Residential Address: _____ Postal Address: _____ Telephone: _____ Mobile: _____ Email: _____ Occupation: _____ Date of Birth: ___ / ___ / ___ Name of accountant _____
<b>Owner #3</b>	Full Names: Mr / Mrs / Ms _____ Residential Address: _____ Postal Address: _____ Telephone: _____ Mobile: _____ Email: _____ Occupation: _____ Date of Birth: ___ / ___ / ___ Name of accountant _____

<b>Owner #4</b>	Full Names: Mr / Mrs / Ms _____
	Residential Address: _____
	Postal Address: _____
	Telephone: _____ Mobile: _____
	Email: _____
	Occupation: _____ Date of Birth: ___ / ___ / ___
	Name of accountant _____

**Is the owner registered for GST?**

- Yes
- No

**What is the ABN for the owner?**

\_\_\_\_\_

**Who will be renting the property?****A Trust?**

- Yes – Trust Name \_\_\_\_\_  
Name of Trustee \_\_\_\_\_

**NOTE: Please email us a copy of the Trust Deed for audit purposes.**

- No

**A Company?**

- Yes – Company name \_\_\_\_\_ A.C.N. \_\_\_\_\_
- No

**Personal capacity?**

<b>Details of leasing entity/ tenant (referred to as a "Lessee"):</b>	
<b>Lessee #1</b>	Full Names: Mr / Mrs / Ms _____
	Residential Address: _____
	Postal Address: _____
	Telephone: _____ Mobile: _____
	Email: _____
	Occupation: _____ Date of Birth: ___ / ___ / ___
	Name of accountant _____

<b>Lessee #2</b>	Full Names: Mr / Mrs / Ms _____
	Residential Address: _____
	Postal Address: _____
	Telephone: _____ Mobile: _____
	Email: _____
	Occupation: _____ Date of Birth: ___ / ___ / ___
	Name of accountant _____
<b>Lessee #3</b>	Full Names: Mr / Mrs / Ms _____
	Residential Address: _____
	Postal Address: _____
	Telephone: _____ Mobile: _____
	Email: _____
	Occupation: _____ Date of Birth: ___ / ___ / ___
	Name of accountant _____

### Relationship between the Landlord (lessor) and Tenant (lessee)

#### Are the Landlord and Tenant related?

yes                       no

### Details about the property being rented:

<b>PROPERTY:</b>	
<b>Property #1</b>	CT reference (e.g. 5547/98)    Volume _____    Folio _____
	CT reference (e.g. 5547/98)    Volume _____    Folio _____
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	CT reference (e.g. 5547/98)    Volume _____    Folio _____
	CT reference (e.g. 5547/98)    Volume _____    Folio _____
	Address: _____ _____ _____
	Approximate square metres _____
	Improvements: <input type="checkbox"/> House <input type="checkbox"/> shop <input type="checkbox"/> shed <input type="checkbox"/> Other _____
	Is there a mortgage registered over the property? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not sure

	<b>Other notes about the building/ property:</b>
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### General information

Does the property have the benefit of:

- |                                      |                                    |
|--------------------------------------|------------------------------------|
| <input type="checkbox"/> Water       | <input type="checkbox"/> Gas       |
| <input type="checkbox"/> Sewerage    | <input type="checkbox"/> Drainage  |
| <input type="checkbox"/> Electricity | <input type="checkbox"/> Telephone |

Are there boundary discrepancies affecting the property?  Yes  No

### Are there any areas of property being excluded from the lease?

(for example, other shops, other parts of the building, garden areas, car parks etc)

- excluded item \_\_\_\_\_
- excluded item \_\_\_\_\_
- excluded item \_\_\_\_\_
- excluded item \_\_\_\_\_
- excluded item \_\_\_\_\_

excluded item \_\_\_\_\_

**Are there currently any tenancies (i.e. people leasing the property)?**

Term of the Lease from \_\_\_\_/\_\_\_\_/\_\_\_\_ until \_\_\_\_/\_\_\_\_/\_\_\_\_

**What is the total rent to be paid each year?**

\$ \_\_\_\_\_ plus GST (if applicable)

How often will the lease be paid?

- Weekly date: \_\_\_\_\_ which day of the week
- Monthly date: the \_\_\_\_\_ day of each month
- each second month date: the \_\_\_\_\_ day of each second month
- each quarter
- every six months
- annually

## Key terms:

<b>When will the lease start? (date):</b>	
<b>When will the lease end? (date):</b>	
<b>Will the tenant be able to extend the lease for a further term (or terms)?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>If so, how long will the first extra term be (in years)</b>	
<b>If more than one extra term, please state how many extra terms (total) (i.e. 2 further terms of 2 years each)</b>	
<b>Will the lease increase each year of each term by CPI</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <b>(if no, please indicate if it will be a fixed percentage increase, market increase or no increase):</b> <input type="checkbox"/> fixed percentage increase (i.e. 3% per year) <input type="checkbox"/> Market increase (i.e. to be increased each year as determined by a licensed valuer) <input type="checkbox"/> no increase (i.e. the rental will stay the same each year of the term) <input type="checkbox"/> I am not sure and require advice from Kelly Kelly Legal
<b>If there will be the option for further terms, will the lease at the start of the new term be determined by market rent review, CPI or fixed percentage?</b>	<input type="checkbox"/> fixed percentage increase (i.e. 3% per year) <input type="checkbox"/> Market increase (i.e. to be increased as determined by a licensed valuer) <input type="checkbox"/> no increase (i.e. the rental will stay the same as it was previously) <input type="checkbox"/> I am not sure and require advice from Kelly Kelly Legal
<b>Permitted Use (e.g. restaurant or physiotherapy consulting rooms etc):</b>	
<b>What is the Lessor's bank account for the lease to be paid into?</b> (if no account provided, we will simply word the lease "the account nominated by the Lessor")	<b>Name of account:</b> <b>BSB:</b> <b>Account No:</b>
<b>Who will pay the Council rates and levies</b>	<input type="checkbox"/> Landlord <input type="checkbox"/> Tenant
<b>Who will pay the Emergency Services Levy?</b>	<input type="checkbox"/> Landlord <input type="checkbox"/> Tenant
<b>Who will pay the SA Water quarterly supply charge?</b>	<input type="checkbox"/> Landlord <input type="checkbox"/> Tenant
<b>Who will pay the SA Water usage?</b>	<input type="checkbox"/> Landlord <input type="checkbox"/> Tenant

## Outgoings

The law states that the Landlord must provide a Disclosure Statement to the tenant.

Most leases are not binding unless this is provided.

We will prepare this for you, however we need some information from you (See below):

## Who will pay the following expenses?

<b>Outgoing</b>	<b>Person to be responsible</b>	<b>If the tenant is to pay, then you must state how much the cost is per year as an estimate</b>
local government rates and charges	<input type="checkbox"/> Landlord <input type="checkbox"/> Tenant OR <input type="checkbox"/> each pay half	\$
electricity	<input type="checkbox"/> Landlord <input type="checkbox"/> Tenant OR <input type="checkbox"/> each pay half	\$
gas and oil	<input type="checkbox"/> Landlord <input type="checkbox"/> Tenant OR <input type="checkbox"/> each pay half	\$
water and sewerage rates and charges	<input type="checkbox"/> Landlord <input type="checkbox"/> Tenant OR <input type="checkbox"/> each pay half	\$
sewerage disposal and sullage	<input type="checkbox"/> Landlord <input type="checkbox"/> Tenant OR <input type="checkbox"/> each pay half	\$
energy management systems	<input type="checkbox"/> Landlord <input type="checkbox"/> Tenant OR <input type="checkbox"/> each pay half	\$
air conditioning/ventilation	<input type="checkbox"/> Landlord <input type="checkbox"/> Tenant OR <input type="checkbox"/> each pay half	\$
building intelligence and emergency systems	<input type="checkbox"/> Landlord <input type="checkbox"/> Tenant OR <input type="checkbox"/> each pay half	\$
fire protection	<input type="checkbox"/> Landlord <input type="checkbox"/> Tenant OR <input type="checkbox"/> each pay half	\$
security	<input type="checkbox"/> Landlord <input type="checkbox"/> Tenant OR <input type="checkbox"/> each pay half	\$



lifts and escalators	<input type="checkbox"/> Landlord <input type="checkbox"/> Tenant OR <input type="checkbox"/> each pay half	\$
public address/music	<input type="checkbox"/> Landlord <input type="checkbox"/> Tenant OR <input type="checkbox"/> each pay half	\$
signs	<input type="checkbox"/> Landlord <input type="checkbox"/> Tenant OR <input type="checkbox"/> each pay half	\$
public telephones	<input type="checkbox"/> Landlord <input type="checkbox"/> Tenant OR <input type="checkbox"/> each pay half	\$
insurance	<input type="checkbox"/> Landlord <input type="checkbox"/> Tenant OR <input type="checkbox"/> each pay half	\$
pest control	<input type="checkbox"/> Landlord <input type="checkbox"/> Tenant OR <input type="checkbox"/> each pay half	\$
uniforms	<input type="checkbox"/> Landlord <input type="checkbox"/> Tenant OR <input type="checkbox"/> each pay half	\$
car parking	<input type="checkbox"/> Landlord <input type="checkbox"/> Tenant OR <input type="checkbox"/> each pay half	\$
child minding	<input type="checkbox"/> Landlord <input type="checkbox"/> Tenant OR <input type="checkbox"/> each pay half	\$
gardening	<input type="checkbox"/> Landlord <input type="checkbox"/> Tenant OR <input type="checkbox"/> each pay half	\$
cleaning	<input type="checkbox"/> Landlord <input type="checkbox"/> Tenant OR <input type="checkbox"/> each pay half	\$
audit fees	<input type="checkbox"/> Landlord <input type="checkbox"/> Tenant OR <input type="checkbox"/> each pay half	\$
management costs	<input type="checkbox"/> Landlord <input type="checkbox"/> Tenant OR <input type="checkbox"/> each pay half	\$
maintenance and repairs	<input type="checkbox"/> Landlord <input type="checkbox"/> Tenant OR <input type="checkbox"/> each pay half	\$

Water usage	<input type="checkbox"/> Landlord <input type="checkbox"/> Tenant OR <input type="checkbox"/> each pay half	\$
Emergency Services Levy	<input type="checkbox"/> Landlord <input type="checkbox"/> Tenant OR <input type="checkbox"/> each pay half	\$
Wheelie Bin hire fee	<input type="checkbox"/> Landlord <input type="checkbox"/> Tenant OR <input type="checkbox"/> each pay half	\$
other <i>[please specify]</i>	<input type="checkbox"/> Landlord <input type="checkbox"/> Tenant OR <input type="checkbox"/> each pay half	\$
other <i>[please specify]</i>	<input type="checkbox"/> Landlord <input type="checkbox"/> Tenant OR <input type="checkbox"/> each pay half	\$
other <i>[please specify]</i>	<input type="checkbox"/> Landlord <input type="checkbox"/> Tenant OR <input type="checkbox"/> each pay half	\$

### Are there any special conditions to be included in the lease?

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## Checklist of documents to provide to Kelly Kelly Legal

- Copy of Council rates for the property
- Copy of SA Water bill for the property
- Copy of the Emergency Services Levy for the property
- Copy of relevant Trust Deeds (if applicable)

### Insurance

Are you happy with the default position outlined below in respect of insurance?

- Yes     No

If no, please advise what amendments you require:

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The **default position** is as follows:

The Lessee must:

- 1.1.1 take out on or before the Commencement Date and keep current during the Term insurance in respect of:
- (a) public risk in respect of the Premises for an amount not less than that specified in clause \* of the Schedule for any single event or for any other amount as the Lessor may reasonably require from time to time;
  - (b) plate glass, glass windows, doors and partitions forming part of the Premises for their full replacement and reinstatement value;
  - (c) the Lessee's Fixtures and Fittings and other property of the Lessee in the Premises for their full replacement and reinstatement value;
  - (d) workers' compensation for the Lessee's employees in accordance with applicable Laws; and
  - (e) any other matter the Lessor acting reasonably may deem proper from time to time;
- 1.1.2 ensure that each policy taken out under sub-clause 1.1.1:
- (a) is on an occurrence, not claims made, basis;

- (b) is taken out with an independent and reputable insurer;
  - (c) has no exclusions, endorsements or alterations (except with the Consent of the Lessor);
  - (d) is for an amount and contains conditions acceptable to and as required by the Lessor and/or the Lessor's insurer(s);
- 1.1.3 pay all premiums and other moneys payable in respect of any insurance policy required under this clause \* whenever they are due and payable and whenever reasonably required, provide to the Lessor a copy of the insurance policy;
- 1.1.4 not at any time during the Term do anything such that any insurance (whether taken out by the Lessee under this clause \* or by the Lessor) may be vitiated or rendered void or voidable or (except with the Consent of the Lessor) so that the rate of premium on any such insurances may be liable to be increased;
- 1.1.5 from time to time as and when required by notice from the Lessor pay all extra premiums if any are required on account of any extra risk caused by the Lessee's particular use or occupation of the Premises;
- 1.1.6 notify the Lessor immediately if any insurance policy required by this clause \* is cancelled or an event occurs which may allow a Claim or affect rights under an insurance policy in connection with the Premises or property in them; and
- 1.1.7 not enforce, conduct, settle or compromise a Claim under any insurance policy required by this clause \* (other than the policy specified in paragraph \*), even if that policy also covers other property of the Lessee, if the Lessor gives the Lessee a notice that the Lessor wishes to do these things.

## **1.2 Continuation of liability**

Any obligations of the Lessee under this clause \* in respect of any act, matter or thing which happens before the expiration of the Term shall continue after its expiration.

## Who will pay in the costs?

Please tick the boxes below if you have reached an agreement in relation to the costs that is different from the usual course. Otherwise, we will put a clause in the contract that the fees be paid in the usual manner.

Cost	Vendor to pay	Purchaser to pay	Vendor and Purchaser to pay one half
<b>Kelly Kelly Legal professional fees for reparation of Lease</b> <i>Usually shared equally</i>			
<b>Registration of Lease Fee (Government Fee)</b> <i>Usually paid by tenant</i>			
<b>Registration of Lease Professional Fee (Kelly Kelly Legal)</b> <i>Usually paid by tenant</i>			
<b>Pexa Online registration fee</b> <i>Usually paid by tenant</i>		√	
<b>The costs of preparing any plan or diagram required for this Lease to be registrable in the Lands Titles Office</b> <i>Usually paid by tenant</i>			

**Authority for Kelly Kelly Legal to commence preparation of Lease, searches etc**

### CLIENT'S AUTHORITY:

I \_\_\_\_\_ (name) AUTHORISE AND DIRECT **Kelly Kelly Legal** to commence work on the following:

- √ Lease document
- √ Searches for the Lease
- √ I acknowledge that I will be liable to pay these costs in the event that the transaction does not proceed
- √ I am authorised to sign on behalf of the Lessor

Signed: \_\_\_\_\_

Dated: \_\_\_\_/\_\_\_\_/\_\_\_\_

### \*\*\* Indicative fees in respect of the above work is:

1. Lease preparation (between. \$1,000 to \$1,500 plus GST)
2. Searches for the Lease (approximately \$34.50 plus GST- this is for 1 title; extra costs incur for more than 1 title)