

15/5/19 - 14/5/22

Commercial Tenancy Agreement

Fourth Edition

This Tenancy Agreement is made between the Lessor and the Tenant. The Lessor leases to, and the Tenant accepts a lease of, the Premises for the rent payable by the Tenant, subject to the terms of this Agreement.

THIS AGREEMENT COMPRISES THE REFERENCE SCHEDULE AND COMMERCIAL TENANCY AGREEMENT CONDITIONS.

DO NOT USE THIS DOCUMENT:

- FOR RESIDENTIAL TENANCIES.
- FOR PREMISES COVERED BY THE *RETAIL SHOP LEASES ACT 1994* (Qld).
- WHERE THE TERM OF THE LEASE (INCLUDING OPTIONS) EXCEEDS THREE (3) YEARS.
- WHERE REGISTRATION UNDER THE *LAND TITLE ACT 1994* (Qld) IS REQUESTED BY THE TENANT.
- WHERE A HIGH VALUE LEASE IS TO BE ENTERED INTO AS YOU MAY NOT OBTAIN THE PROTECTION OF A LEASE PREPARED BY A SOLICITOR.

INSTRUCTIONS TO COMPLETE

1. The parties should be advised to seek legal advice about the Tenancy Agreement. Reference should be made to Sections 24(3A) to (7) of the *Legal Profession Act 2007* (Qld) when preparing and completing this Agreement.
2. This Agreement provides for rent to be reviewed by either an index review or by fixed increases. It is not suitable for use where rent is to be reviewed to market except if the Agreement provides for an option (refer clause 15.1).
3. Only certain outgoings are recoverable in all circumstances (see the definitions of 'outgoings' in clause 1.2). Additional outgoings may be recovered by ticking the boxes at item 10(b).
4. Ensure that all items are completed in the Reference Schedule.

Item 1: Full name/s of the owner/s of the property and their address. If the Lessor is a company, include ABN. DO NOT use a business name.

Item 2: Full name/s of the Tenant. If the Tenant is a company, include its ABN. DO NOT use a business name.

Item 4: The Premises must be clearly identified e.g. "Suite 3, 45 John Street, Spring Hill" etc. If not able to be identified by name, a sketch plan must be attached to the Agreement and the address must be included at Item 4.

Item 6: Insert the period of the further Tenancy, e.g. "6 months" or "1 year" or "not applicable". The total term of the lease including any options is not to exceed three years. Plus insert the notice period to exercise the option.

Item 8: Insert the date/s on which the rent is to be reviewed and the method of the rent review or "not applicable".

Item 9: The Permitted Use should be stated clearly.

Item 10(a): Insert the percentage of outgoings the Tenant is to pay, e.g. "25%" or "100%" or "Not applicable".

Item 10(b): Tick any additional outgoings the Tenant is to pay.

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REFERENCE SCHEDULE

1. LESSOR:

NAME: Harry Pty Ltd as trustee ABN: _____
ACN: _____
ADDRESS: PO Box 334
SUBURB: Capalaba STATE: Qld POSTCODE: 4157
PHONE: MOBILE: FAX: EMAIL: statcorp@bigpond.com
0408 726 059

2. TENANT:

NAME: AS Fire Management Pty Ltd ABN: 49 605 971 159
ACN: _____
ADDRESS: 12 Palgold Court
SUBURB: Birkdale STATE: Qld POSTCODE: 4159
PHONE: MOBILE: FAX: EMAIL: michael@asfire.com.au (Michael Baker)
07 3890 3579 0407 395 321

3. GUARANTOR:

NAME: ABN: _____
ACN: _____
ADDRESS: _____
SUBURB: STATE: POSTCODE: _____
PHONE: MOBILE: FAX: EMAIL: _____

4. PREMISES:

← Annex a plan if available

Level or Tenancy No. Unit 1
ADDRESS: 2 Tombo Street
SUBURB: Capalaba STATE: Qld POSTCODE: 4157
Description: Lot: 1 RP/SP: SP171397

5. TERM:

The Term of the Agreement is: Three ☐ Months ☒ Years

Commencing on: 15/05/2019 and ending on: 14/05/2022
DATE (dd/mm/yyyy): DATE (dd/mm/yyyy):

6. OPTION OF RENEWAL (IF ANY):

Note: The term of the lease (including options) should not exceed three (3) years.

Period of further term: _____
Final date for exercise of option: _____
DATE (dd/mm/yyyy):

7. RENT:

\$ 1975.00 gross (including outgoings) plus GST per: ☒ month ☐ year ← Select applicable box

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8. RENT REVIEW:

Refer to clause 3.3

Note: Failure to review on these dates does not waive the Lessor's right to review.

Review Date

15/5/2020

Type of Review☒ Index review☐ Fixed increase - amount of increase: _____ %

15/5/2021

☒ Index review☐ Fixed increase - amount of increase: _____ %**9. PERMITTED USE:**

Office and storage of commercial fire safety equipment

10. OUTGOINGS:

Refer to clause 1.2(9)

10(a) Percentage of Outgoings:

Nil. Included in rent.

10(b) Additional Outgoings including the costs of (tick if applicable):Managing and operating the Building ☐Repair and maintenance of the Building ☐Gardening and Landscaping ☐Provision and servicing of Air-conditioning to the Building ☐Cleaning the Building ☐Pest Control ☐Security services ☐Provision and servicing of Fire Detection and extinguishing equipment ☐Provision and servicing of lifts and escalators ☐Common Area Electricity ☐Trade waste ☐

Other (insert details):

11. DEPOSIT:

\$ Nil.

12. LESSOR'S AGENT:

NAME: RNHSO Pty Ltd trading as Raine & Horne Commercial

ADDRESS: Suite 1, 26 Redland Bay

SUBURB: CAPALABA

STATE: QLD POSTCODE: 4163

PHONE: 07 3245 1922

MOBILE:

FAX:

07 3245 1922

EMAIL:

bayside@RnHcommercial.com.au

ABN:

77 105 032 886

ACN:

LICENCE NUMBER:

3097492

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SPECIAL CONDITIONS

The parties should seek legal advice about any special conditions required. Please note sections 24(3A) to (7) of the *Legal Profession Act 2007 (Qld)* when preparing and completing this Agreement.

FACSIMILE OR EMAIL/COUNTERPARTS

- a) This Agreement may consist of one or more counterpart copies. All counterparts will, when taken together, constitute the one document.
- b) This Agreement, including counterparts of it, may be exchanged electronically (email and fax).
- c) A party to this Agreement may execute this Agreement by signing any counterpart including a counterpart issued electronically (email and fax).
- d) For the purpose of Sections 11 and 12 of the Electronic Transactions Act 2001 (Qld), the Lessor and the Tenant consent to information being given by electronic communications.

BOND

- a) The Lessor is currently holding a cash bond of \$2172.50 for performance by the Tenant of this lease, which is to be returned by the Lessor to the Tenant within 14 days of the expiration of this Lease provided the Tenant has met all obligations of this Lease.
- b) If at any time the Tenant fails to observe and perform any of the Tenant's obligations in this lease, the Lessor may take all or any part of the cash bond as compensation for any loss or damage suffered or which may be suffered by the Lessor because of that failure. Any such action by the Lessor will not be treated as a waiver of the Tenant's failure and will not limit any other right or remedy of the Lessor in respect of it.
- c) If any part of the cash bond is taken up by the Lessor and this Lease remains on foot, the Tenant must immediately upon demand by the Lessor pay to the Lessor the amount taken up. This amount is to be held as a cash bond under this clause.
- e) If the Lessor's interest in the premises is transferred, the Lessor may pay the bonds to the transferee. Upon payment the Lessor will be released from all legal responsibility to the Tenant or to any other person for the bonds.

USE

The Tenant acknowledges that neither the Lessor or any of its representatives have made any representation as to the suitability of the premises for the Tenant's use. It is the Tenant's responsibility to ensure that they comply with any and all council approvals for the operation of their specific business.

LESSOR'S WORKS

Nil.

TENANT'S WORKS

With the Lessor's permission and at the Tenant's discretion, the Tenant may:

- a) Install pallet racking in the warehouse as required. All racking retaining Dynabolts or Ramset Ankscrews must be removed on cessation of the lease and all holes to be epoxy filled. The Lessor will not permit the use of any explosive fixings into concrete walls or floors.

The Tenant must first seek consent in writing from the Lessor prior to commencing any building works or modifications to the premises. All building works will be at the Tenant's own expense and are to be carried out by a licenced contractor in a proper and tradesman like manner and comply with the current building code.

Upon cessation of the lease any damage or modifications done by the Tenant must be reinstated to its original condition by a licenced contractor to the Lessor's satisfaction. The premises are to be left in a clean and tidy state with all belongings and rubbish removed from the tenancy.

INSURANCE

The Tenant must retain the following insurances:

- a) Public risk no less than \$10,000,000;
- b) Plate glass insurance;
- c) Tenant's fixtures, fittings and stock.

A Certificate of Currency is to be provided to the Lessor prior to key handover.

Should any additional insurance premiums result from the nature of the Tenant's business the Tenant will reimburse the Lessor for the additional insurance premium.

EXIT LIGHTS

The Tenant shall be responsible for the maintenance and testing of the emergency exit lights every six months.

AIR CONDITIONING SERVICE

The Tenant shall be responsible for the cleaning of all air conditioning filters and regular service by a qualified technician as noted on the service record.

SEE ANNEXURE A

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AGREEMENT MADE

DATE: _____

(dd/mm/yyyy): _____

EXECUTED as an Agreement.

EXECUTION BY LESSOR**LESSOR 1**Executed by: Harry Pty Ltd as trustee


in accordance with Section 127 of the Corporations Act 2001 (Cth).

Director/Secretary _____

DAVID HARRISON

Name of Director/Secretary (BLOCK LETTERS)

Director _____


LISA HARRISON

Name of Director (BLOCK LETTERS)

**OR** (only complete this part if signing as attorney for the Lessor)

SIGNED by _____

Signature of Witness _____

the duly constituted **attorney** of the LESSOR (who states s/he has received no notice of revocation) under power of attorney dated _____ registered no _____ in the presence of: _____

Name of Witness (BLOCK LETTERS)

OR

SIGNED by _____

Signature of Witness _____

AS LESSOR in the presence of: _____

Name of Witness (BLOCK LETTERS)

ADDRESS OF WITNESS: _____

SUBURB: _____

STATE: _____

POSTCODE: _____

LESSOR 2

Executed by: _____

in accordance with Section 127 of the Corporations Act 2001 (Cth).

Director/Secretary _____

Name of Director/Secretary (BLOCK LETTERS)

Director _____

Name of Director (BLOCK LETTERS)

OR (only complete this part if signing as attorney for the Lessor)

SIGNED by _____

Signature of Witness _____

the duly constituted **attorney** of the LESSOR (who states s/he has received no notice of revocation) under power of attorney dated _____ registered no _____ in the presence of: _____

Name of Witness (BLOCK LETTERS)

OR

SIGNED by _____

Signature of Witness _____

AS LESSOR in the presence of: _____

Name of Witness (BLOCK LETTERS)

ADDRESS OF WITNESS: _____

SUBURB: _____

STATE: _____

POSTCODE: _____

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EXECUTION BY TENANT

TENANT 1

Executed by: AS Fire Management Pty Ltd
in accordance with Section 127 of the Corporations Act 2001 (Cth).

Director/Secretary

MICHAEL BAKER

Name of Director/Secretary (BLOCK LETTERS)

Director

Name of Director (BLOCK LETTERS)

OR (only complete this part if signing as attorney for the Tenant)

SIGNED by

Signature of Witness

the duly constituted **attorney** of the TENANT (who states s/he has received no notice of revocation) under power of attorney dated _____ registered no _____ in the presence of:

Name of Witness (BLOCK LETTERS)

OR

SIGNED by

Signature of Witness

AS TENANT in the presence of:

Name of Witness (BLOCK LETTERS)

ADDRESS OF WITNESS: _____

SUBURB: _____

STATE: _____

POSTCODE: _____

TENANT 2

Executed by: _____
in accordance with Section 127 of the Corporations Act 2001 (Cth).

Director/Secretary

Name of Director/Secretary (BLOCK LETTERS)

Director

Name of Director (BLOCK LETTERS)

OR (only complete this part if signing as attorney for the Tenant)

SIGNED by

Signature of Witness

the duly constituted **attorney** of the TENANT (who states s/he has received no notice of revocation) under power of attorney dated _____ registered no _____ in the presence of:

Name of Witness (BLOCK LETTERS)

OR

SIGNED by

Signature of Witness

AS TENANT in the presence of:

Name of Witness (BLOCK LETTERS)

ADDRESS OF WITNESS: _____

SUBURB: _____

STATE: _____

POSTCODE: _____

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