

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.

REFERENCE SCHEDULE

1. LESSOR:

NAME:

JRR FAMILY SUPERANNUATION FUND

ABN: 35112594118
ACN:

ADDRESS: 45 PANORAMA DRIVE

SUBURB: MARYBOROUGH

STATE: QLD POSTCODE: 4650

PHONE:

MOBILE:

FAX:

EMAIL:

0437344074

john@bendpro.com.au

2. TENANT:

NAME:

BWET PTY LTD ATF BUNDABERG FUNDRAISING TRUST

ABN: 4418798705
ACN:

ADDRESS: 533 ALICE STREET

SUBURB: MARYBOROUGH

STATE: QLD POSTCODE: 4650

PHONE:

MOBILE:

FAX:

EMAIL:

3. GUARANTOR:

NAME:

N/A

ABN:
ACN:

ADDRESS:

SUBURB:

STATE: POSTCODE:

PHONE:

MOBILE:

FAX:

EMAIL:

4. PREMISES:

← Annex a plan if available

Level or Tenancy No.

ADDRESS: 533 ALICE STREET

SUBURB: MARYBOROUGH

STATE: QLD POSTCODE: 4650

Description: Lot:

4

RP/SP: 96218

5. TERM:

The Term of the Agreement is: 3

Months

Years

Commencing on: 1/08/2022

and ending on: 31/07/2025

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:

\$ 27,978 + GST

per: month

year

← Select applicable box

INITIALS