

# COMMERCIAL TENANCY AGREEMENT

(SECOND EDITION) ©Copyright



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*.**
- **WHERE THE TERM OF THE LEASE (INCLUDING OPTIONS) EXCEEDS 3 YEARS.**
- **WHERE REGISTRATION UNDER THE *LAND TITLE ACT* IS REQUESTED BY THE TENANT.**

## 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* when preparing and completing this agreement.
2. Unless amended, this agreement provides for rent to be reviewed based on increases in the Consumer Price Index. It is not suitable for use where rent is to be reviewed to market or otherwise.
3. The only outgoings recoverable in this agreement are local government rates, fire service levies, insurance, body corporate fees and levies (including but not limited to administrative fund levies and sinking fund levies), cleaning and garden maintenance. Unless amended, this agreement is not suitable for use where additional outgoings are to be paid by the Tenant.
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 3:** 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 3.
  - Item 5:** 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.
  - Item 7:** Insert the date on which the rent is to be adjusted by the CPI or "Not applicable".
  - Item 8:** The Permitted Use should be stated clearly and concisely.
  - Item 9:** Insert the percentage of outgoings the Tenant is to pay, e.g. "25%" or "100%" or "Not applicable".

# REFERENCE SCHEDULE

**1 LESSOR:** L Russell Enterprises Pty Ltd ATF L Russell Superfund

Address: 43 Victoria Street, St George, QLD, 4487

Phone: 07 4625 5522

Fax: 07 4625 3371

Mobile: 0400 254 648

ABN: 848 064 876 00

Email:

**2 TENANT:** L Russell Enterprises Pty Ltd ATF L Russell Family Trust

Address: 89 Victoria Street, St George, QLD, 4487

Phone: 07 4625 5522

Fax: 07 4625 3371

Mobile: 0400 254 648

ABN:

Email:

**3 PREMISES:** 89 Victoria Street, St George, QLD, 4487

(annex a plan if available)

**4 TERM:** The term of the agreement is 3 months/years

commencing on  
ending on

1 July 2011  
30 June 2014

; and

**5 OPTION FOR FURTHER TERM:**

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

**6 RENT:** \$ 33 800 + GST per month/year

**7 ANNUAL RENT REVIEW DATES:** 1 July 2012 & 1 July 2013

**8 PERMITTED USE:** Retail Business

**9 PERCENTAGE OF OUTGOINGS:** 100%

**10 DEPOSIT:** \$ N/A

**11 LESSOR'S AGENT:**  
Address N/A

Phone:

Fax:

Mobile:

ABN:

Licence Number:

Email Address: