

Tenancy Application

Advice Letter

Please read the following information and instruction carefully and retain this page for your records:

- Tenancy applicant are required to complete and sign a “Your Local Real Estate application to lease” form, ensuring all questions are answered.
Noting all the names your business trades as.
If a question is not applicable please mark N/A.
Incomplete and/or unsigned applications will not be accepted.
- It is the responsibility of the applicant to ensure that the proposed use for the premises complies with local council and any other relevant authority’s regulations and to gain any necessary approval required.
- Access to the premises will not be granted prior to the signed lease being returned and payment received for rent, bond, stamp duty, lease preparation and other associated with the lease agreement.
- If an applicant’s use comes under the “RETAIL LEASING ACT” a disclosure statement will be issued which means a lease cannot be signed for seven days from the date the disclosure statement is signed and dated, independent advice is necessary.
- We recommend that all applicants obtain independent professional and/or legal advice relating to the information required on the application and before entering into a formal lease commitment.

Required Documents

1. Drivers licence or photo identifications
2. Business bank statements
3. Loan documents if applicable
4. Tax returns and/or accountancy statements
5. Business Registration documents
6. Insurance documents

APPLICATION TO LEASE

Property: _____
Applicant: _____ T/AS: _____
Registered Address: _____
ABN: _____ Registered for GST: Yes | No
Phone: _____ Fax: _____ Mob: _____
Email: _____

Directors/Guarantors 1) _____
(Full Names Only) Address: _____
Ph: _____ Drivers Licence # _____ DOB: _____

Directos/Guarantors 2) _____
(Full Names Only) Address: _____
Ph: _____ Drivers Licence # _____ DOB: _____

Tax File No: _____ (Bond Lodgement Purposes Only) _____

PLEASE NOTE: it is the responsibility of the applicant gain any nexessary approval required to ensure that the propsted use for the premises complies with local council and any other relevant authoritys regulations.

Trade References 1) _____ Contact: _____
Ph: _____
Trade References 2) _____ Contact: _____
Ph: _____
Trade References 3) _____ Contact: _____
Ph: _____

Solicitor: _____ Contact: _____
Address: _____ Ph: _____
Fax: _____

Accountant: _____ Contact: _____
Address: _____ Ph: _____
Fax: _____

Address of last current premises leased: _____
Managing agent of owner: _____ Ph: _____

Applicants Signature: _____ Date: _____
Property: _____
Applicant: _____

STATEMENT OF ASSESTS AND LIABILITIES OF:

Name: _____
 Name: _____

**NOTE: every section of this statement must be completed. If not applicable, write NIL.
 (use separate sheet if necessary)**

ASSESTS			LIABILITIES		
	DETAILS	VALUE	LENDER	MONTHLY PAYMENTS	TOTAL OWING \$
Existing Property – Home			Mortgages		
Other property owned			Current Rental (if applicable)		
Motor Vehicles			Moto Vehicle Lease/Hire Purchase		
Furniture & hosuehold			Hire Purchase		
Carvan, boat, Motor Cycles etc			Personal Loan		
Other Assests (give details)			Other Loans – Bank, Credit Union, Building Society		
Funds at bank					
Stocks & Shares etc					
Personnel Effects			Household Accounts etc		
Stock in Trade			Other (specify)		
Tools of Trade			Other Guarantees (give details)		
TOTAL		\$	TOTAL		\$

The above information is provided by me/us and is true and accurate statement to the best of my knowledge and I/we further agree to provide to the lessor or their agents if requires a copy of the latest statement of accounts. i.e. balance sheet, profit and loss in respect of any business(es) in which we have an interest.

Applicants Signature: _____ Date: _____

OFFICE USE ONLY – SECTION A

BASE RENT: _____	PA	LEASE COMM: _____	PA
GST ON RENT: _____	PA	RENT COMM: _____	PA
OUR GOINGS: _____	PA	REVIEWS: _____	PA
GST ON OUTGOINGS: _____	PA	OPTION: _____	PA
TOTAL: _____	PA	OPTION REVIEW: _____	PA
TERM: _____	PA	BOND: _____	PA

SPECIAL CONDITIONS

- 1) Directors Guarantees Required
- 2)
- 3)

IS DISCLOSURE STATEMENT REQUIRED? YES | NO

Property: _____

Applicant: _____

FURTHER CONDITIONS

1. Lease/tenant is required to effect Public liability insurance for a minimum of \$10 million.
2. Should the Lessor's solicitor be required to issue the lease then the applicant agrees to reimburse the Lessor/Landlord for reasonable legal costs and expenses.
3. We understand that this Lease Application is subject to Lessor/Landlord approval and subject to lease completion and vacant possession.

We acknowledge that if this Application is approved by the Lessor/Landlord we hereby authorize, without further notice to us, Your Local Real Estate to instruct the Owner's Solicitors' to prepare at our costs, the necessarily legal documentation if required.

We undertake to submit plans, specifications and if required perspective pre=pared at our cost to Your Local Real Estate for approval by the owner prior to commencing any works on site.

4. I/We herewith tender a deposit of \$_____ (representing part of payment of Lessor's legal costs with balance to be paid upon lease execution). In the event that this application is rejected by the Lessor such deposit will be refunding to me/us in full. In the event that I/We decide not to proceed I/We hereby authorize the agent to deduct from the deposit any reasonable costs charged by the Lessor's Solicitors in relation to the preparation of Lease documents other than a retail lease.
5. Have you or your spouse ever been declared bankrupt or insolvent? Yes / No
Has either estate been assigned for your benefit of creditors?
6. Have you or your spouse ever been shareholders or officers of any company Yes / No
of which a manager, receiver and/or liquidator has been appointed?
7. Is there any unsatisfied judgement in any court against you, your spouse or any Yes / No
company of which you and your spouse are or were a shareholder office?
8. Have you or your spouse or any company with which you are or were associated, Yes / No
ever had a property foreclosed upon given title or deed in lieu thereof through a mortgage sale proceeding?

Applicants Signature: _____ Date: _____
Applicants Signature: _____ Date: _____

PRIVACY ACT 1988
COLLECTION NOTICE

The agent uses personal information collected from or about the Principal to act as the Principal's agent to perform their obligations under this agreement. The agent may also use such information collected to promote the services of the Agent and/or seek potential clients.

The agent may use disclose information to other parties including media organizations, on the internet, to potential tenants and their advisers or to clients of the Agent both existing and potential, as well as to trades people, Owners Corporation, government and statutory bodies, and to third parties as required by law.

The agent will only disclose information to other parties as required to perform their duties under this agreement, to achieve the purposes specified above or as otherwise allow under the Privacy Act 1988.

If the Principal would like to access this information they can do so by contacting the Agent at the address and contact numbers contained in this agreement. The principal can also correct this information if it is inaccurate, incomplete or out-of-date.

Real estate and tax law requires some fo this information to be collected. If the information is not provided, the Agent may not be able to act on the Principal's behalf effectively or at all.

PRIVACY ACT 1988 – COLLECTION NOTICE

The personal information the prospective tenant provided in this application or collected from other sources is necessary for the Agent to verify the Applicant's identity to process and evaluate the application and manage the tenancy. Personal information collected about the Applicant in this application and during the course of the tenancy if the application is successful may be disclosed for the purpose for which it was collected to other parties including to the landlord, referees, other agents and third party operators of tenancy reference database. Information already held on tenancy reference database may be disclosed to the Agent and/or Landlord. If the Applicant enters into a commercial Tenancy Agreement, and if the Applicant fails to comply with their obligations under that agreement the face and other relevant personal information collected about the Applicant during the course of the tenancy may also be disclosed to the landlord, third party operator of tenancy reference database and/or other agents.

If the Applicant would like to access the personal information the Agent holds, they can do so by contacting Your Local Real Estate at 206 Fifteenth Avenue, West Hoxton Ph: 8783 6877 Fax: 8783 6899 or info@ylre.com.au The Applicant can also correct this information if it is inaccurate, incomplete or out-of-date. If the information is not provided, the Agent may not be able to process the application and manage the tenancy.

Applicants Signature: _____ Date: _____
Applicants Signature: _____ Date: _____
