

REIQ COMMERCIAL TENANCY AGREEMENT

Premises Address: _____ Parties: _____

Landlord Details:

Full Name / Trading Name: _____

ABN / ACN: _____

Contact Address: _____

Phone / Email: _____

Tenant Details:

Full Name / Trading Name: _____

ABN / ACN: _____

Contact Address: _____

Phone / Email: _____

Premises Details:

Description of Premises: _____

Zoning / Permitted Use: _____

Car Parking: _____

Term and Rent:

Term of Lease (years): _____

Commencement Date: _____

Rent Amount (AUD): _____

Rent Review Dates and Details: _____

Security Deposit Amount (AUD): _____

Permitted Use and Outgoings:

Permitted Use of Premises: _____

Outgoings Payable by Tenant: _____

Repairs, Maintenance and Alterations:

Tenant's Repair Obligations: _____

Landlord's Repair Obligations: _____

Conditions for Alterations: _____

Insurance and Indemnity:

Tenant's Insurance Obligations: _____

Landlord's Insurance Obligations: _____

Indemnity Clauses: _____

Default and Termination:

Events of Default by Tenant: _____

Remedies Available to Landlord: _____

Termination Rights and Procedures: _____

1. Definitions

In this Agreement, unless the context otherwise requires, terms shall have the meanings assigned to them herein.

'Landlord' means the party identified above as the owner of the Premises. 'Tenant' means the party identified above as the lessee.

2. Lease of Premises

The Landlord leases to the Tenant and the Tenant leases from the Landlord the Premises described above, subject to the terms and conditions of this Agreement.

3. Term

The term of the lease shall be for the period specified above, commencing on the Commencement Date.

4. Rent

The Tenant shall pay the Rent Amount specified above, payable in advance on the dates and in the manner agreed between the parties. Rent review provisions are set out as specified.

5. Outgoings

The Tenant shall pay all Outgoings associated with the Premises as specified in this Agreement.

6. Use of Premises

The Tenant shall use the Premises only for the Permitted Use and shall comply with all laws, regulations and requirements applicable to the use.

7. Repairs and Maintenance

The Tenant shall keep the Premises in good and tenantable repair except for fair wear and tear. The Landlord shall maintain the structure and services unless otherwise specified.

8. Alterations

The Tenant must not make any alterations or additions without the prior written consent of the Landlord.

9. Insurance

The Tenant shall effect and maintain insurance as specified, and the Landlord shall maintain their respective insurance.

10. Indemnity

The Tenant indemnifies the Landlord against any claims or losses arising from the Tenant's use or occupation of the Premises.

11. Default

If the Tenant defaults in payment of rent or other terms of this Agreement, the Landlord may exercise remedies in accordance with applicable law.

12. Termination

This Agreement may be terminated in accordance with the terms herein and applicable legislation.

13. Dispute Resolution

The parties agree to attempt to resolve disputes amicably through negotiation or mediation before pursuing arbitration or court proceedings.

14. Assignment and Subletting

The Tenant must not assign or sublet the Premises without the prior written consent of the Landlord.

15. Notices

All notices required or permitted under this Agreement shall be in writing and delivered to the addresses specified above or as updated in writing.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Australia and any applicable state or territory legislation.

17. Severability

If any provision of this Agreement is invalid or unenforceable, the remainder shall continue in full force and effect.

18. Entire Agreement

This Agreement constitutes the entire agreement between the parties in relation to the Premises and supersedes all prior representations or agreements.

LANDLORD'S SIGNATURE

TENANT'S SIGNATURE

Signature: _____

Signature: _____

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