

## TENANCY APPLICANT ADVICE LETTER

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

- Tenancy applicants are required to complete and sign a “Commercial 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 application 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, payment received for rent, bond, lease preparation and other costs associated with the lease agreement, and public liability insurance is received.
- If an applicant’s use comes under the ‘Retail Leases Act 1994’ a disclosure statement will be issued requiring seven (7) days before a lease can be signed from the date the disclosure statement is signed and dated. Independent legal 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.

## DOCUMENTATION CHECK LIST

You will be required to provide the relevant documents prior to application being assessed.

### IDENTIFICATION

- ☐ Copy of driver’s licence OR passport
- ☐ Current bank statement (personal or business)

### CURRENT BUSINESS OR RESIDENTIAL PROPERTY

- ☐ Council rates notice
- ☐ Energy account (if renting)
- ☐ Tenancy ledger (if renting)

### BUSINESS INFORMATION

- ☐ Company details & copy of registration
- ☐ Director’s guarantor details

## LEASE APPLICATION

Property Address:

Proposed Use:

Preferred Lease Term:

Applicant's Personal Names:

Company Name:

Trading As:

ABN:

Company Registered Address:

Email Address:

Mobile Number:

Landline Number:

Preferred Lease Term:

Option:

Commencement Date:

Rent (Net/Gross)

Security/Bond:

Special Conditions:

Lease Completion Fee for In-House Lease  
(if applicable):

I/We the applicant/s acknowledge and undertake that I/we will pay a \$750 + GST lease completion fee to Muller Commercial Pty Ltd.

Signed:

Previous Experience:

Currently Trading:

Number of Years Established:

New Business Venture:

Current Trading Address:

Current Agent/Owner:

## GUARANTOR/S & TRADE REFERENCES

**Guarantor 1.** Full Name: \_\_\_\_\_  
Residential Address: \_\_\_\_\_  
Mobile: \_\_\_\_\_ Home Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Driver's License Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

**Guarantor 2.** Full Name: \_\_\_\_\_  
Residential Address: \_\_\_\_\_  
Mobile: \_\_\_\_\_ Home Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Driver's License: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

**Trade Reference 1:** Name: \_\_\_\_\_  
Contact: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**Trade Reference 2:** Name: \_\_\_\_\_  
Contact: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**Trade Reference 3:** Name: \_\_\_\_\_  
Contact: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**Solicitor** **Name:** \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Applicants Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Applicants Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## STATEMENT OF ASSETS AND LIABILITIES

Property: .....

Applicant: .....

Name: .....

**Note: Every section of this statement must be completed. Use N/A for not applicable. Please complete separate statement for each applicant**

ASSETS			LIABILITIES		
	Details	Value \$	Lender	Monthly \$ Payments	Total \$ Owing
Existing Property (Home)			Mortgages		
Other Property Owned			Current Rental (If applicable)		
Motor Vehicles			Motor Vehicle Lease/Hire Purchase		
Furniture & Household effects			Credit Cards		
Tools of Trade			Personal Loan		
Other Assets (Give details)			Stock in trade		
Funds at Bank Personal: _____ Business: _____			Other Loans – Bank, Credit, Union, Building Society		
Personal Effects					
TOTAL \$			TOTAL \$		

The above information is provided by me/us and is a true and accurate statement to the best of my knowledge and I/we further agree to provide to the Lessors or their Agents if required a copy of the latest statement of accounts, i.e. Balance Sheet and Profit and Loss in respect of any business(es) in which I/we have an interest.

Applicant's Signature: ..... Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

## FURTHER CONDITIONS

Property: \_\_\_\_\_  
Applicant: \_\_\_\_\_

1. Lessee/tenant is required to effect Public Liability Insurance for a minimum of \$20 million.
2. Should the Lessors solicitor be required to issue the lease then the applicant agrees to reimburse the Lessor/Landlord for reasonable legal costs and expenses except where the lease is a RETAIL LEASE as defined under the *Retail Leasing Act of NSW*.
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 authorise, without further notice to us, Muller Commercial Real Estate Pty Limited to instruct the Owner's Solicitors to prepare, at our cost, the necessarily legal documentation, if required.

We acknowledge that no access to the above premises will be permitted until we have returned to Muller Commercial Pty Limited the duly signed/executed lease documents by the Lessee/Tenant and Guarantors (if applicable) together with the required bond / bank guarantee.

We undertake to submit plans, specifications and if required perspectives prepared at our cost to Muller Commercial Pty Limited for approval by the Owner prior to commencing any works on site.

4. I/We herewith tender a **deposit** of \$\_\_\_\_\_ (representing part payment of lessor's legal costs with the balance to be paid upon lease execution). In the event that this application is rejected by the Lessor such deposit will be refunded to me/us in full. In the event that I/We decide not to proceed I/We hereby authorise 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 the benefit of creditors
6. Have you, or your spouse, ever been shareholders or officers of any Yes / No  
company of which a manager, receiver and/or liquidator has been appointed?
7. Is there any unsatisfied judgment entered in any court against you, Yes / No  
your spouse, or any company of which you or your spouse are or were a shareholder office?
8. Have you, or your spouse, or any company with which you are or were Yes / No  
associated, ever had a property foreclosed upon given title or deed in lieu thereof through a mortgagee sale proceeding?

Applicant/s Signature/s: \_\_\_\_\_ Date: \_\_\_\_\_

Applicant/s Signature/s: \_\_\_\_\_ Date: \_\_\_\_\_

## PRIVACY POLICY

Our Privacy Policy ensures your right to privacy as we recognise that any personal information we may collect about you will only be used for the purposes indicated in our policy. It is important to us that you are confident that any personal information we collect from you or is received by us will be treated with appropriate respect ensuring protection of your personal information. Our commitment in respect of personal information is to abide by the National Privacy Principles for the protection of personal information, as set out in the Privacy Act and any other relevant law.

### How and why we collect your personal information

We collect information from you if you have enquired about a property, our services or if you have subscribed to receive information about our company, media releases, sales and leasing and events.

### To whom will we disclose your personal information?

We do not disclose your email address to any other party. We only collect this information to send you news and information about our company, products and services.

### How secure is your personal information that we hold?

We will take reasonable steps to protect your personal information by storing it in a secure environment and when the information is no longer needed for any purpose for which the information may be used or disclosed, it will be destroyed or permanently removed.

We will also take reasonable steps to protect any personal information from misuse, loss and un-authorised access, modification or disclosure.

### Acceptance of this Privacy Policy

By using this website, accessing any of our products, services or features, the user acknowledges that it has read, understands and accepts this Privacy Policy and the permissions to collect, use and disclose personal information, and the user authorises us to collect, use and disclose, in accordance with the Act, their personal information for the purposes specified in this Privacy Policy. If the user requires any further information about our management of personal information or has any queries or complaints, they should contact:

The Privacy Officer  
13 Kable Street  
Windsor NSW 2765

### Changes to our Privacy Policy

We are constantly reviewing all of our policies and attempt to keep up to date with market expectations. Technology is constantly changing, as is the law and marketplace practice.

As a consequence we may change this privacy policy from time to time or as the need arises.

Applicant/s Signature/s:

\_\_\_\_\_

Date:

\_\_\_\_\_

Applicant/s Signature/s:

\_\_\_\_\_

Date:

\_\_\_\_\_