Lesson 4
Lease Essentials - part a
租约要点 A
浏览租约的详细信息

NAVIGATING THE DETAILS OF A LEASE

Lease Essentials - Our Case Study
租约要点 –案例分析

QUEENSLAND TITLES REGISTRY
Land Title Act 1994, Land Act 1994 and Water Act 2000

LEASE/SUB LEASE

Duty Imprint

FORM 7 Version 6
Page 1 of 27

Dealing Number

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1. Lessor
DELEX PTY LTD ABN 92 117 506 484

Lodger (Name, address E-mail & phone number) **Lodger Code**

2. Lot on Plan Description	County	Parish	Title Reference
Lot 3206 on SP 269650	STANLEY	REDLAND	50983781

3. Lessee Given names — Surname/Company name and number (include tenancy if more than one)
ZERO PTY LTD ACN

4. Interest being leased
fee simple

5. Description of premises being leased
The whole of the Land

6. Term of lease
Commencement date/event: 6 October 2015
Expiry date: 5 October 2018 and/or Event:
#Options: 1 x 3 years
#Insert *nil* if no option or insert option period (eg 3 years or 2 x 3 years)

7. Rental/Consideration
$85,085.00 per annum + GST

8. Grant/Execution
The Lessor leases the premises described in item 5 to the Lessee for the term stated in item 6 subject to the covenants and conditions contained in:- *the attached schedule;
* delete if not applicable

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

PTY LTD ABN 92

.....signature

.....full name

.....qualification

Witnessing Officer
(Witnessing officer must be in accordance with Schedule 1 of the Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

7/10/15
Execution Date

Sole Director **Lessor's Signature**

昆士兰州产权登记处 《1994年土地所有权法》、《1994年土地法》、《2000年水利法》	出租/转租 责任人章	表格7第6版 第1/27页

交易号

仅用于办公室

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1.出租人 DELEX PTY LTD ABN 92 117 506 484	承租人(名称、地址、电子邮件和电话号码)	租房人代码

2.地块平面图说明 SP 269650上3206号地块	县 STANLEY	区 REDLAND	产权编号 50983781

3.承租人　名	姓/公司名称和编号 ZERO PTY LTD ACN	（如果多于一人，包括租期）

4.　出租产权

完全所有权

5.出租场地说明

整块土地

6.租期 生效日期/事件：2015年10月6日 结束日期：　2018年10月5日 和/或事件 #续租：　1 x 3 年 #插入无续租或插入续租期限(如 3年或 2 x 3年)	7.租金/价格 $85,085.00 每年 + 消费税

8. 授予/执行

出租人将第 5 项中所述的房屋出租给承租人，期限在第 6 项中所述的期限内，但须遵守以下条款和条件：- *附表；

*如果不适用则删除

见证人员必须了解他/她根据《 1994 年土地所有权法》第 162 条应承担的义务

PTY LTD ABN 92

.....签字 .....全名 .....职务 见证人 （见证人必须符合《 1994 年土地所有权法》附表 1中的要求，例如 法律从业者, JP, C Dec）	执行日期 唯一董事 出租人签字

Lease Essentials – goals
租约要点 – 目标

- Have the ability to pick up a commercial lease and understand the terms 有能力获得商业租约并理解条款
- What clauses really matter and 什么条款是真正重要的
- Then you can use this information to compare properties against each other 然后，您可以利用此信息将物业与其他的进行比较
- Use this information to work out which property will give you the best ROI. 使用此信息来确定哪处物业将为您带来最佳投资回报率。
- This training will enable you to quickly evaluate several properties, before taking your most favoured to your solicitor to discuss and evaluate in detail.

本培训可以使您在与律师详细讨论和评估最喜爱的物业之前，能够快速评估多处物业。

Lease Essentials
租约要点

- A lease is a legally binding document which binds the lessee (your tenant) into the obligation of paying the you- the landlord- rent, for the set amount and duration as stated in the lease contract.

租约是具有法律约束力的文件，它会约束承租人（您的租户）有义务按照租赁合同中规定的金额和期限向您（房东）支付租金。

- If your tenant defaults on their lease (stops paying) then you as the lessor can sue them for the balance of the rent owing under the lease.

如果您的租户拖欠租约（停止付款），那么您作为出租人可以起诉他们，要求他们支付租约中的租金余额。

- Depending on when the lease was terminated you may be able to sue the tenant for loss of rent, until you have found a new tenant

根据租约终止的时间，您可以就损失租金起诉租户，直到您找到新租户

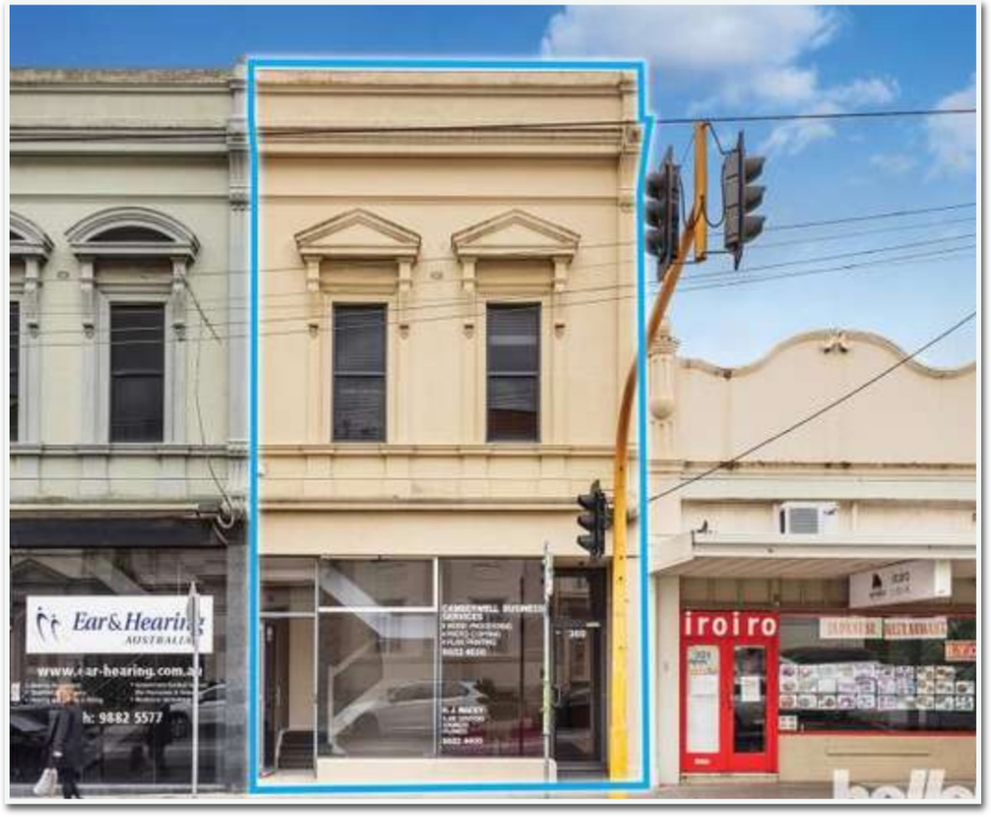
Lease Essentials
租约要点

- Some leases operate under the Retail tenancy act - broadly they are leases that cover shop front and retail spaces.

  一些租约是根据《零售租赁法》来实施的 – 从广义上讲，这些租约涵盖了店面和零售空间。

- If you have a mixed tenancy building or even a suite that is on the ground floor but with street frontage you will likely have a retail lease

  如果您有混合租赁建筑，或者是位于底层但临街的套房，您可能会有零售租约



Key Terms and Parts of a lease
租约的重要条款和部分

- Commencement & Rental Commencement

  开始时间和开始支付租金时间
- Term 期限
- Options 续租
- Rental (Gross or Net) 租金（总租金和净租金）
- Rent Reviews - Market Rate 租金调整 – 市场价格
- Rental increases - CPI, Fixed 2.5% , 3%, 4%, 5%

  租金上涨 – CPI、固定为2.5%、3%、4%、5%
- Outgoings 支出
- Security / Bond / Guarantor 押金/保证债/担保人
- Special Conditions 特殊情况

Lease Essentials
租约要点

- Public Liability Insurance 公共责任保险
- Building Insurance 建筑保险
- GST 消费税
- Deposit 订金
- Legal Expenses 法律费用

Lease term
租期

- Lease term refers to the length of the lease.

  租期是指租赁的期限。
- Commercial tenants often want the security of a longer lease.

  商业租户通常希望获得更长租约的保障。
- Commercial tenants do not want to risk you kicking them out of the premise, where they have built their business….

  商业租户不想冒着房东将他们赶出建立业务场所的风险.....
- Therefore, most commercial leases are for an initial period of 2 or 3 years plus further options for extension.

  因此，大多数商业租约的初始期限为 2 年或 3 年，外加进一步的延期续租。
- Some leases are up to 10 or 20 years.

  有些租约可以长达 10 年或 20 年。

Lease options
租约续租

- An option in a commercial lease is a clause within the lease to allow the tenant to extend their lease to your property, for an additional term, or period of time. 商业租约中续租是租约中的一个条款，允许租户将租用您物业的租约延长额外期限或一段时间。
- This term can be as short as 1 year or may be 3, 5 or 10 years.
  该期限可以短至 1 年，也可以是 3、5 或 10 年。
- Commercial leases often have several options for renewal of the lease. 商业租约通常有多种续租选择。
- Eg. 3 years plus 3 years- means your tenants after the first 3 years can choose to renew their lease by a further 3 years if they want to. 例如， 3 年加 3 年 – 这意味着如果您的租户愿意，可以在前 3 年之后选择再续租 3 年。
- An option of 3 x 3 x 3 is a lease that is initially a 3 year lease with an option of 3 years, then a further option of 3 years.
  3 x 3 x 3 的续租是指，最初租约为 3 年，带有 3 年的续租，然后可以进一步续租 3 年。

Lease options
租约续租

- Lease options are valuable in a lease, because it saves both you and the tenant, renegotiating on the lease every 3 or 5 years.

租约续租在租约中非常重要，因为它可以使您和租户不必每 3年 或 5 年就重新协商一次租约。

- When your tenants' business is doing well and they intend to stay for a long time, this can give your tenant security to stay on the premises and grow their business.

当您的租户的业务表现良好并且打算长期停留时，续租可以让您的租户安全地留在这里并发展他们的业务。

- Of course, if your tenant wants to renegotiate their lease at any time for a longer lease, or for different terms, it would be in your best interest to discuss and evaluate this.

当然，如果您的租户想随时重新协商他们的租约以获得更长的租约或不同的条款，那么可以进行讨论和评估以获得您的最佳利益。

Lease options
租约续租

- If your tenant decides to sell their business… they may want to renegotiate their lease for a longer period so the business is worth more to the purchaser.

如果您的租户决定出售他们的业务……他们可能希望重新协商更长的租期，以便该业务对购买者而言更有价值。

- Alternatively your tenant may wish to do major renovations to the premise to tailor it to their business… and a longer lease will enable them, to make full use of the money they will spend on their refurbishments.

或者，您的租户可能希望对场所进行重大翻新，以使其适合他们的业务……更长的租约将使他们能够充分利用他们将要用于翻新的资金。

Rent Reviews
租金调整

- Rent reviews occur at the end of a lease when your tenant is looking to exercise an option.

  当您的租户希望续租时，可以在租约结束时进行租金调整。

- Mostly they are conducted at market rates

  大多数情况下，调整是根据市场价格进行的

- Ideally they are 4 or 5% yearly increase on your current base rent of your property.

  理想情况下，调整的比率是您物业当前基本租金的 4% 或 5%。

Rental Increases
租金上涨

- Rental increases are applied each year of the existing lease and are written into the lease. 租金上涨适用于当前租约期限的每一年，并应写入租约。
- They can be- CPI, Fixed 2.5% , 3%, 4%, 5% 租金上涨比率可以是 CPI，也可以固定为 2.5%、3%、4%、5%
- Aim for 3% and above 以3%及以上为目标

Outgoings
支出

- Find out who pays for which outgoings in the lease clause

  确定支付租赁条款中的各项支出由谁支付

- These are the additional expenses, that will need to be covered by either the landlord or the tenant on top of the rent.

  这些是额外费用，需要由房东或租户在租金之外支付。

- Include land tax, strata or building insurance, water rates, electricity, rubbish collection, etc.

  包括土地税、物业或建筑保险、水费、电费、垃圾收集等。

- You will want to set out a list of all these expenses and then negotiate with your tenant, who will pay each outgoing. 您需要列出所有这些费用的清单，然后与您的租户协商，由谁支付每笔支出。

- The tenant can pay for 100% of the outgoings which is common for some outgoings or

  一些常见的支出可以由租户100%支付

- They may only pay for 50% of it, depending on if they are part of a multi tenancy building or not.

  租户也可能只支付其中的 50%，这取决于他们是否是多租户建筑的一部分。

Security / Deposit / Bond / Guarantor
押金/定金/保证金/担保人

- Check on the lease to see if there is a bond payment taken, to protect you for rent default or damage to your property should your tenant leave abruptly. 检查租约以查看是否已支付保证金，以保护租户突然离开时不会出现拖欠租金或是物业损坏
- Often this amount is 1 to 3 months rent. Depending on the length of the lease. 金额通常为 1 到 3 个月的租金。 这取决于租约的长短。
- Often there are guarantors, signed into the lease to guarantee rental payments, even if the tenant goes into rent default. 即使租户拖欠租金，通常也会有在租约上签字的担保人以保证租金的支付。
- Sometimes the bond is cash that you bank, or that your agent keeps in a trust 保证金可以是您存入银行的现金，也可以由您的代理以信托方式保管
- Sometimes the guarantee is a bank guarantee. 有时担保是银行担保。
- Ideally you will have both a bond and guarantors.

  理想情况下，您可以同时拥有保证金和担保人。

Special Conditions
特殊条件

- Check for special conditions written into the lease.

检查写入租约的特殊条件

Public Liability Insurance & more
公共责任保险等

- The insurance your tenant needs to take out to protect your premise and their business. 您的租户需要购买的保险来保护您的房屋和他们的业务。
- They will need public liability insurance to cover their customers and visitors to their business premises 他们需要能够涵盖到达其营业场所客户和访客的公共责任保险
- For other insurances, you need to specify in the 'Insurance' clause what type of insurance you want them to include, in their business insurance policy.

  对于其他保险，您需要在“保险”条款中指定您希望他们在其商业保险单中包含的保险类型。

For example 例如：

- Business interruption (where the insurance covers for the payment of the rent in the case there is major interruption to business due to natural disaster and other unforeseen circumstances) 营业中断险（如果因自然灾害和其他不可预见的情况导致营业中断，由保险金来支付租金）
- Plate glass (to protect your front window as they can be very expensive to replace)

  平板玻璃险（用于保护您的前窗，因为更换它们可能非常昂贵）
- Theft and/or break ins (to protect damage to your premise if you had some fixtures in the property you have paid for) 盗窃和/或闯入险（如果您的物业中有一些已经支付的固定财产，可以保护您的场地免于受损）

Building Insurance
建筑物保险

- If your building is a Freehold / Freestanding building, you will need building insurance 如果您的建筑是永久业权/独立式建筑，您将需要建筑物保险
- This is to cover events such as fire and flooding.

  此项保险可以涵盖火灾和洪水等事件。
- You may be able to negotiate that the tenant pays for building insurance- in a new lease or when they exercise an option as an amendment.

  您可以协商在新租约中或是租客进行续租时由租客支付建筑物保险
- You will most likely not need building insurance if the property is under strata title… As it's included in the Strata fees. 如果物业是分契式产权，您很可能不需要建筑保险……因为物业费中包含了此项费用。

Make good clause
制定赔偿条款

- This clause ensures your tenants return the premise to its original condition at the time that the lease commenced.

  此条款可以确保您的租户将房屋恢复到租赁开始时的原始状态。

- Sometimes you may wish to exempt your tenant from this….when they have added value to the property that would be of interest to a new tenant 有时您可能希望免除租户的责任……在他们为新租户感兴趣的物业增加了价值时

- If originally your property was just an empty shell… and your tenant put in all the necessary exhaust and grease traps to turn it into a restaurant, you may not want them to remove it all out when they leave… because you can easily re-tenant your property to be used as a restaurant and charge a higher rate, as the fit-out already exists. 如果最初您的物业只是一个空壳……并且您的租户放置了所有必要的排气管和隔油池将其改造为餐厅，那么您可能不希望他们在离开时将这些设备全部移除……因为您可以轻松地将其重新租出，您的物业可以用作餐厅并收取更高的费用，因为已经装修好了。

- However, if your tenants have made changes that may not be suitable to a future tenant, like painting every room a different colour, and additional fixtures to the walls, you may request for them to repaint the whole premise in a natural shade and remove the fixtures off the wall. 但是，如果您的租户进行了可能不适合未来租户的改动，例如为每个房间涂上不同的颜色，并在墙壁上安装了额外的固定装置，您可以要求他们将整个房屋重新粉刷成合理的颜色并移除固定在墙上的装置。

USe Of Premise
场地的用途

- Use of Premise – is a clause which sets out what the property can be used for - On most occasions, tenants will need council approval to run a particular type of business.

场所的用途 – 规定了物业可用于什么的条款 – 在大多数情况下，租户需要获得市政的批准才能经营特定业务。

- The use of the premise is important as it may help you to determine any additional business insurance items you want your tenants to take out. For example a restaurant may be more at risk of kitchen fires that needs to be covered for, compared to a beauty salon where there is less danger of a fire.

场地的用途很重要，此条款可以帮助您确定您希望租户购买何种其他商业保险。 例如，与发生火灾危险较小的美容院相比，餐厅可能更需要涵盖厨房火灾的保险

- Access to Property is when they can access the premise. Usually the access is granted to the premise 24/7 物业使用权是他们可以访问该场所的时间。 通常24/7 全天候授予访问权限

- However if the property is a multi-tenancy or if they is any shared or common area, you will need to specify when appropriate access is.

但是，如果该物业是多租户或者有任何共享或公共区域，则您需要指定何时进行适当的访问.

Termination
终止

- This outlines any circumstances or ways you can terminate your tenant and essentially kick them out of your property if you need to. 此条款概述了您可以终止租户的租约并在需要时将他们逐出物业的任何情况或方式。
- It would be wise to NOT evict a tenant before you have found a new one… you want to be covered for incidents such as malicious damage to your property, or improper use of your premise, or…. the most likely cause of termination being rent default. 在您找到新租户之前不要驱逐租户是明智的……您会希望恶意损坏物业或不当使用场地等事件得到赔偿，最可能的终止原因是拖欠租金。
- You need to specify in this clause how long your tenants are in rent default, before you can evict them. 您需要在此条款中写明租户拖欠租金的时间，然后才能驱逐他们。

Rent default
拖欠租金

- This clause kicks in when your tenant fails to pay rent.

  当您的租户未能支付租金时，此条款就会生效。
- It needs to include details of what will happen if there is a rent default and how long the tenant has to rectify the situation.

  此条款需要包括如果出现拖欠租金会发生什么以及租户需要多长时间来纠正这种情况的详细信息。
- Often there is interest applied to the rent that's in default until it's paid

  拖欠的租金通常会产生利息，直到付清为止
- Your solicitor can advise on such clauses.

  您的律师可以就此类条款提供建议。

Fire safety
消防安全

- This is a statutory requirement for your premise or any property in Australia to be fire safety compliant.

  法律要求您在澳大利亚的场地或任何物业都要符合消防安全。

- This usually means that there is a yearly inspection that the tenant has to make sure they comply with.

  这通常意味着租户必须每年进行一次检查，以确保他们符合消防安全规定。

- It is paid for by the landlord

  此项费用由房东支付

- If there is anything within the property that needs to be changed to be fire safety compliant, then the tenant has to make sure they are compliant with it …if that is what the lease clause specifies.

  如果租赁条款中进行了规定，那么如果物业内有任何东西需要更改以符合消防安全要求，则租户必须确保符合这些要求。

Assignment of Lease
租约转让

- An assignment takes place when a company sells its business to another owner… or…

  转让通常发生在当一家公司将其业务出售给另一位所有者时

- The company is restructured … or…

  公司重组时

- The business is bought out by another company.

  业务被其他企业收购时

- To protect you as the landlord, the lease needs to be legally assigned to the new entity or business purchaser.

  为了保护您作为房东的权益，需要将租约合法地分配给新实体或企业收购方。

Assignment of Lease
租约的转让

- So when your tenant wishes to sell their business, they need to sign over the existing lease they have with you… to the new owners of their business.

因此，当您的租户希望出售他们的业务时，他们需要将与您现有的租约签字转让给他们业务的新所有者。

- An assignment still holds your original tenant to be responsible and liable for the rent, even when there is a new owner to their business.
即使其业务有了新的所有者，转让仍然要求您的原租户对租金负责。

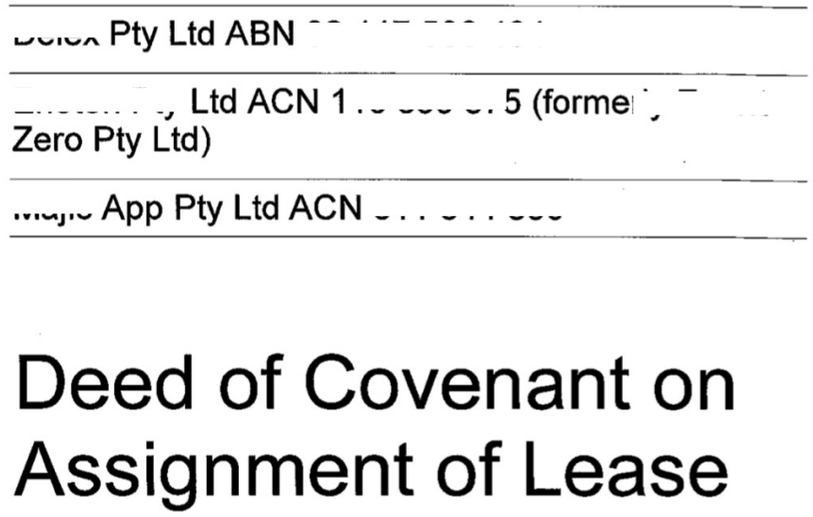
- This is because technically the tenant that signs the original lease with you, is liable for the rent in the lease if your new tenant defaults on the rent.

这是因为从技术上讲，如果您的新租户拖欠租金，则与您签订原始租约的租户应对租约中的租金负责。

Assignment of Lease
租约的转让

- Our Case study has an Assignment of lease… However, it's to the same tenant who had a restructuring and re-naming of their business.

我们的案例研究有一项租赁转让……但此案例是转让给了同一租户该租户对其业务进行了重组和重新命名。



Pty Ltd ABN

Ltd ACN 1 5 (forme
Zero Pty Ltd)

App Pty Ltd ACN

Deed of Covenant on Assignment of Lease

Unit 9 Portal Office Park
2994-2996 Logan Road, Underwood, Qld, 4119

租约转让契据

Important to remember
要记住的重点

- Have your solicitor go through the lease for you- they will pick up any special conditions or concerns and relay them to you

  让您的律师为您办理租约 – 他们会了解任何特殊情况或疑虑并将向您转达

- Have a list of questions for your solicitor, once you've gone through the lease

  完成租约后，为您的律师准备一份问题清单

- Create a plan for negotiating on the property purchase price, if there's something disconcerting about the lease or conditions

  如果租约或条件有任何令人困惑的地方，请制定谈判物业购买价格的计划

Lesson 4
Lease Essentials - part b
租约要点 – B
详细租约

THE LEASE IN DETAIL

Lease Agreement - Portal Office Case Study
租赁合同 – 门户办公室案例研究

QUEENSLAND TITLES REGISTRY
Land Title Act 1994, Land Act 1994 and Water Act 2000

LEASE/SUB LEASE

Duty Imprint

FORM 7 Version 6
Page 1 of 27

Dealing Number

OFFICE USE ONLY

Privacy Statement
Collection of information from this form is authorised by legislation and is used to maintain publicly searchable records. For more information, see the Department's website.

1. Lessor
DELEX PTY LTD ABN 92 117 506 484

Lodger (Name, address E-mail & phone number) **Lodger Code**

2. Lot on Plan Description	**County**	**Parish**	**Title Reference**
Lot 3206 on SP 269650	STANLEY	REDLAND	50983781

3. Lessee Given names | Surname/Company name and number (include tenancy if more than one)
ZERO PTY LTD ACN

4. Interest being leased
fee simple

5. Description of premises being leased
The whole of the Land

6. Term of lease
Commencement date/event: 6 October 2015
Expiry date: 5 October 2018 and/or Event:
#Options: 1 x 3 years
#Insert *nil* if no option or insert option period (eg 3 years or 2 x 3 years)

7. Rental/Consideration
$85,085.00 per annum + GST

8. Grant/Execution
The Lessor leases the premises described in item 5 to the Lessee for the term stated in item 6 subject to the covenants and conditions contained in:- *the attached schedule;
* delete if not applicable

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

PTY LTD ABN 92

.....signature

.....full name

.....qualification

Witnessing Officer
(Witnessing officer must be in accordance with Schedule 1 of the Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

7/10/15
Execution Date

Sole Director **Lessor's Signature**

昆士兰州产权登记处 《1994年土地所有权法》、《1994年土地法》、《2000年水利法》	出租/转租 责任人章	表格7第6版 第1/27页

交易号

仅用于办公室

隐私权声明

此表格中的信息收集已获得立法授权，用于维护可公开搜索的记录。想了解更多信息，请参阅该部门的网站。

1.出租人 DELEX PTY LTD ABN 92 117 506 484	承租人(名称、地址、电子邮件和电话号码)	租房人代码

2.地块平面图说明 SP 269650上3206号地块	县 STANLEY	区 REDLAND	产权编号 50983781

3.承租人　名	姓/公司名称和编号 ZERO PTY LTD ACN	（如果多于一人，包括租期）

4.　出租产权

完全所有权

5.出租场地说明

整块土地

6.租期 生效日期/事件：2015年10月6日 结束日期： 2018年10月5日 和/或事件 #续租： 1 x 3 年 #插入无续租或插入续租期限(如 3年或 2 x 3年)	7.租金/价格 $85,085.00 每年 + 消费税

8. 授予/执行

出租人将第 5 项中所述的房屋出租给承租人，期限在第 6 项中所述的期限内，但须遵守以下条款和条件：- *附表；

*如果不适用则删除

见证人员必须了解他/她根据《 1994 年土地所有权法》第 162 条应承担的义务

PTY LTD ABN 92

.....签字 .....全名 .....职务 见证人 （见证人必须符合《 1994 年土地所有权法》附表 1中的要求，例如 法律从业者, JP, C Dec）	执行日期 唯一董事 出租人签字

Lease Agreement - portal Office Case Study
租赁合同 – 门户办公室案例研究

REFERENCE SCHEDULE

ITEM 1:	Landlord (Lessor)	PTY LTD ABN 484 of PO Box Ashmore City Qld 4214
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ITEM 5:	First Option	Three (3) years
ITEM 6:	Second Option	Nil
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ITEM 10:	Index Review Dates	Not Applicable
ITEM 11:	Market Review Dates	6 October 2018
ITEM 12:	Permitted Use	Commercial office
ITEM 13:	Tenants Security	An amount equivalent to four (4) months' Rent + GST from time to time, being $31,197.83 as at the Commencement Date
ITEM 14:	Guarantor	Not Applicable
ITEM 15:	Landlords Chattels	Blinds and Server Rack

租期：三（3）年

Lease Agreement - portal Office Case Study
租赁合同 – 门户办公室案例研究

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首次续租：三（3）年

UNIKORN COMMERCIAL PROPERTY

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租金：

租期第一年为$85, 085.00 + 消费税，然后根据租约进行调整

Lease Agreement - portal Office Case Study
租赁合同 – 门户办公室案例研究

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商定的支出比例：不适用%（"商定比例"）。如果服务是单独计量的，那么在租期中，任何此类服务的应支付百分比为"100%"。

Lease Agreement - portal Office Case Study 租赁合同 – 门户办公室案例研究

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百分比调整日期：在每年的"生效日期"时调整（适用第11项时除外）

Lease Agreement - portal Office Case Study 租赁合同 – 门户办公室案例研究

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市场调整日期：
2018年10月6日

LEase Agreement - portal Office Case Study 租赁合同 – 门户办公室案例研究

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场地用途：商业办公室

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租赁合同 – 门户办公室案例研究

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租户担保金：等于四（4）个月的租金 + 即时消费税，截至生效日期为 $31, 197.83

LEase Agreement - portal Office Case Study
租赁合同 – 门户办公室案例研究

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担保人：不适用

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房东动产：百叶窗和服务器机架

Lease Agreement - portal Office Case Study
租赁合同 – 门户办公室案例研究

ITEM 16:	Special Conditions	A. On or before the Commencement Date, the Landlord will, at the Landlord's sole expense, complete the following works: 1.Supply , install and complete the inter – tenancy wall to create the Premises; 2. Supply and install a standard boardroom approximately 4.5 mx 4m with door hardware approved by the Landlord; 3. Ensure that air conditioning to the Premises is in proper working order; 4. Rectify any existing damage including fixing ceiling tiles and skirtings as needed; and 5. Paint the Premises(including the new inter-tenancy wall) In the same colour as presently painted.
ITEM 17:	Rent Free Period	Two (2) months from 6 October 2015 up to and including 5 December 2015

特殊条件：A. 在生效日期或之前，房东将自费完成以下工程：

1.提供、安装并完成租户隔墙以创建场地；

2. 提供并安装约 4.5 mx 4m 的标准会议室，配有房东批准的门用五金件；

3. 确保场地内的空调处于正常工作状态；

4. 修复任何现有的损坏，包括根据需要固定天花板和踢脚线；

5. 将场地（包括新的租户隔墙）粉刷成与目前墙面颜色相同的颜色。

Lease Agreement - portal Office Case Study
租赁合同 – 门户办公室案例研究

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ITEM 17:	Rent Free Period	Two (2) months from 6 October 2015 up to and including 5 December 2015

免租期：2015 年 10 月 6 日至 2015 年 12 月 5 日（含）两 (2) 个月

Lease Agreement - portal Office Case Study
租赁合同 – 门户办公室案例研究

SECTION 1: LENGTH OF THE LEASE

1.1 This Lease begins on 6th October 2015
It ends at midnight on 5th October 2018

1.2 If:

(a) The Tenant continues to occupy the Premises after the expiration or sooner termination of this Lease; and

(b) This is done with the Landlords consent

then the Tenant does so as a monthly tenant.

This monthly tenancy will be on the same terms as exist at the expiry date of this Lease except for:

(a) The Rent for the commencement of the tenancy will be reviewed to an amount determined by following the procedure set out in clause 4.3 as if the first day of the monthly tenancy is a Market Review Date but in any event not less than the Rent payable in the last year of the Term;

(b) Either the Landlord or the Tenant may end the tenancy on any day by giving at least one (1) months' notice to the other party;

(c) Any other changes the Landlord requires as a condition of giving its approval to the monthly tenancy.

1.1 本租约于 2015 年 10 月 6 日开始，于 2018 年 10 月 5 日午夜结束

LEase Agreement - portal Office Case Study 租赁合同 – 门户办公室案例研究

SECTION 2: OPTION FOR A NEW LEASE

2.1.1 The Tenant has an option to renew this Lease for the further period referred to in Item 5 on the same terms and conditions as this Lease (except for Rent and this clause).

2.1.2 In order to exercise this option, the Tenant:

(a) MUST give written notice to the Landlord not more than SIX (6) months and not less than THREE (3) months prior to the date this Lease ends; and

(b) MUST not be in default under this Lease at and from the date of such notice.

2.1.3 If the Tenant exercises this option then the Landlord and the Tenant shall both sign such documentation as the Landlord considers appropriate to finalise a renewal or extension of the Lease (renewal Lease), within a reasonable time, which shall only be binding on the Landlord if the Tenant is not in default under this Lease at the date of expiration hereof, on the same terms as this Lease except for the following changes:

(a) Clause 1.1

This Lease begins on 6th October 2018 .
This Lease ends at midnight on 5th October 2021 .

(b) Reference Schedule

ITEM 4: TERM Three (3) years

2.1.2 为了续租，租户：

(a) 必须在本租约结束日期前不超过六（6）个月且不少于三（3）个月时向房东发出书面通知；

(b) 自发出通知之日起，不得违反本租约。

Lease Agreement - portal Office Case Study
租赁合同 – 门户办公室案例研究

SECTION 3: RENT

3.1 The annual Rental payable for the first year of this Lease is the amount referred to in Item 7.

3.2 If the Tenant is not in default under this Lease the rent payable for the period specified at item 17 shall be waived PROVIDED FURTHER THAT if, at any time during the first term of the Lease this Lease is terminated for any reason or surrendered or assigned by the Tenant , the Landlord will be entitled to recover from the Tenant as a liquidated debt (or as part of any consideration for consenting to any assignment or surrender of the Lease) the difference between the Rent provided at item 7 and the reduced amount referred to in this clause for the whole of the relevant period (the "Concession").

The Concession:

(a) does not apply to any other costs and expenses , which the Tenant is liable to pay for during this period. The Tenant must continue to pay all other costs and expenses which the Tenant remains liable to pay under the Lease; and
(b) shall be ignored for all purposes associated with any rent review calculations.

3.3 The Rental for each subsequent year will be adjusted in accordance with Section 4.

3.4 The Tenant **MUST**:

(a) pay the Rent by equal monthly instalments in advance on the first day of each month;

(b) pay the first instalment on the date this Lease commences;

(c) if necessary, pay the first and last instalments apportioned on a daily basis;

(d)
1. pay forthwith all rent and other money payable under or incidental to this Lease and any costs incurred in connection with the PD-C system, any crediting under and any dishonouring of any debit under that system and any stamp duty assessed on the Lease (if the Landlord should without being under any obligation so to do pay any such costs charges expenses or stamp duty) to the Landlord or as the Landlord directs from time to time.

2. The Tenant shall deliver to the Landlord a PD-C Authority Form acceptable to the Landlord and signed and delivered by the Tenant promptly when required by the Landlord to do so.

3.4 租户必须：

(a) 在每个月的第一天预先支付每月的平均分期租金；

(b) 在本租约开始之日支付首期付款；

(c) 如有必要，按每日缴付首期和末期分期付款；

Lease Agreement - portal Office Case Study
租赁合同 – 门户办公室案例研究

SECTION 4: RENT REVIEWS

4.1 **PERCENTAGE REVIEW**

4.1.1 This clause applies if percentage Review dates are inserted in Item 9 of the Reference Schedule or if any other provision of the Lease requires it.

4.1.2 The rent must be increased on each percentage Review date by an amount equal to 4% of the rental provided for the preceding year.

4.1.2租金必须在每次百分比调整日期上涨，金额等于前一年租金的4%。

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4.3 **MARKET REVIEW**

4.3.1 This clause applies if Market Review Dates are inserted in Item 11 (or if Item 7 requires it).

4.3.2 The Landlord may notify the Tenant of the rent that it considers to be the market rent within three (3) months before a Market Review Date.

4.3.3 **VALUER TO SETTLE IF DISPUTE**

(a) If the Landlord and the Tenant have not agreed on the market rent within one (1) month after the Review Date the dispute must be referred for determination by a Valuer appointed by agreement of the parties or failing such agreement to be nominated by the President of the Queensland Division of the Australian Property Institute at the request of either party and who is a Valuer independent of the interests of the Landlord and the Tenant;

(b) The appointed Valuer must determine the market rent at the particular Market Review Date acting as an expert and not as an arbitrator and give a written determination with reasons within sixty (60) days of his appointment;

(c) The Valuers determination is final and binding on the Landlord and the Tenant;

4.3.3如有争议，由估价师解决

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SECTION 5: THE TENANT MUST PAY:

5.1 The Tenant must pay the Rent and any other money the Tenant owes the Landlord on time, to the Landlord or as the Landlord directs, from time to time (without set-off or deduction).

5.2 If the Tenant is late in paying the Landlord any money, the Landlord may charge daily interest at the rate of twelve percent (12%) per annum on the money unpaid until it is paid in full.

5.3 If any money the Landlord charges the Tenant is calculated using a time period, and this Lease starts or ends during that time period, the Landlord must make any necessary adjustments for a broken period.

5.4 The Tenant must pay on time and/or on request by the Landlord or the Landlords solicitor:

(a) Intentionally Deleted;

(b) Intentionally Deleted;

(c) The reasonable expenses incurred by the Landlord in obtaining the consent of the Landlords mortgagee and/or local authority to the Lease or any transfer or sub-letting of the Lease (and must execute any documentation relating to the consent of the Landlords mortgage within fourteen (14) days of it being provided to the Tenant);

(d) The cost of any change, transfer, sub-letting, renewal, extension or surrender of the Lease requested by the Tenant or any transferee from the Tenant;

(e) The Landlords reasonable costs relating to any transfer or sub-letting, including the Landlords costs of investigating the proposed transferee or sub-tenant;

(f) The Landlords reasonable costs of inquiring into any breach of the Lease by the Tenant, and of the exercise or attempted exercise of the Landlords rights as a result of any breach of the Lease by the Tenant;

(g) All duty and registration fees on this Lease or any renewal or extension thereof and any additional duty following an increase in the Rent;

(h) Survey fees associated with the preparation of any necessary plan for registering this Lease or any renewal or extension thereof;

(i) The Landlord's reasonable costs and outlays of and incidental to preparation, stamping and lodging for registration of this Lease (including charges for legal advice or assistance);

5.2 如果租房向房东支付款项逾期，房东可按未付款项的年利率百分之十二(12%)收取每日利息，直至全部付清为止。

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租赁合同 – 门户办公室案例研究

(j) On time for all Services supplied by the Landlord or others to the Premises, including but not limited to water, excess water, electricity, telephone and gas PROVIDED THAT if the Premises are not separately metered for any such service then the Tenant agrees to pay such amount as the Landlord may determine to be payable in respect of such services supplied to the Premises and that determination may be made on the basis of the proportion that the area of the Premises bears to the Lettable Area;

(j)按时交付房东或其他人为场地提供的所有服务服务，包括但不限于水、过剩水、电、电话和煤气。如果场地没有为任何此类服务单独计费，则租户同意支付房东确定的就向场地提供此类服务应支付的金额，可以根据场地面积与可出租面积的比例作出决定;

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SECTION 12: INSURANCE

12.1 The Tenant must have current insurance in the names of the Tenant and, if required by the Landlord, contain endorsements satisfactory to the Landlord noting any other person, for their respective rights and interests for:

(a) Public liability insurance for the amount of $20,000,000.00;

(b) Plate glass on the Premises for its replacement value;

(c) The full replacement value of the Landlords Chattels referred to at Item 15 (if any);

(d) The full replacement value of the contents in the Premises including, but not limited to, the Tenants plant and equipment, furniture and fittings and the Landlord's Property; and

(e) Any other insurance that the Landlord or the Landlords mortgagee (from time to time) reasonably requires.

(a)金额为$200000.00的公共责任保险;

(b)场地中平板玻璃的更换价值;

(e)房东或房东抵押权人(不时)合理要求的任何其他保险。

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SECTION 16: WHEN THE LEASE ENDS

On or prior to the Expiry Date or earlier determination of this Lease:

16.1 The Tenant must vacate the Premises and leave them clean and in good order in the same condition as they were in immediately before the Tenant took possession of the Premises (except for fair wear and tear).

16.2 Despite any provision to the contrary, if required to do so by the Landlord, the Tenant must:

(a) Remove anything referred to in clause 6.1.2(d) and all or part of any fixtures and fittings installed (whether before or during the Term) in the Premises or elsewhere on the Land for use in association with the Premises and whether installed by the Tenant or any previous tenant or previous landlord and/or installed by the Landlord on the Tenants behalf (whether or not those fixtures and fittings are the property of the Landlord); and

(b) Replace in good workmanlike manner, and to the reasonable satisfaction of the Landlord anything referred to in clause 6.1.2(d) and all or any part of any fixtures and fittings removed from the Premises or elsewhere on the Land (whether before or during the Term) by the Tenant or any previous tenant and/or removed by the Landlord on the Tenants behalf; and

(c) Make good any damage to any part of the Premises caused by their removal and/or replacement.

16.3 The Tenant must thoroughly shampoo any carpet in the Premises.

16.1租户必须将场地腾空，并使其保持干净、整齐，与租户占用该场地前的状态相同(正常磨损除外)。

Lease Amendment
租约修订

QUEENSLAND LAND REGISTRY
Land Title Act 1994, Land Act 1994 and Water Act 2000

AMENDMENT

Duty Imprint

FORM 13 Version 6
Page 1 of 3

Dealing Number

OFFICE USE ONLY

Privacy Statement
Collection of this information is authorised by the Land Title Act 1994 the Land Act 1994 and the Water Act 2000 and is used to maintain the publicly searchable registers in the land registry and the water register. For more information about privacy in NR&W see the department's website.

1. Type/Dealing No of Instrument/Document being amended

Type of Instrument/Document LEASE

Dealing Number

Lodger (Name, address, E-Mail & phone number)

[redacted] QLD 9726
Tel: 3510 3337
Ref: CP 1810031

Lodger Code

GC103

2. Lot on Plan Description

Lot 3206 on SP 269650

Title Reference

50983781

3. Grantor/Mortgagor/Lessor

[redacted]

4. Grantee/Mortgagee/Lessee

[redacted]

5. Amendment of Lease Details (Only to be completed for an amendment of the term and/or option of lease)

Expiry date: 05 / 10 / 2022 AND/OR Event:

Option/s#: 4 years

Insert *nil* if no option or insert option period (eg 3 years or 2 x 3 years etc)

续租：4年

6. Request/Execution

The parties identified in items 3 and 4 agree that the instrument/document in item 1 is amended in accordance with the attached schedule.

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

..... signature

..... full name

..... qualification

Witnessing Officer

26/10/2018
Execution Date

Sole Director / Secretary

Lease Amendment
租约修订

2. AMENDMENTS/DELETIONS

2.1 Effective from 6 October 2018, the Lease is amended in the following manner:-

(a) In Item 6 of the Form 7 of the Lease:-

(i) (□)修改参考附表第7项，删除“$85,085.00”，金额更换为

(ii) “$86,190.00”。

(iii) The Options "1 x 3 years" is deleted and replaced with "4 years".

(b) The rental in the amount of "$85,085.00" in Item 7 of the Form 7 Lease is deleted and replaced with the amount of "$86,190.00";

(c) Item 7 of the Reference Schedule is amended by deleting the amount of "$85,085.00" and replacing it with the amount of "$86,190.00".

(d) Item 11 of the Reference Schedule is amended by deleting the date "6 October 2018" and replacing it with the date "6 October 2022".

(e) Item 13 of the Reference Schedule is amended by deleting the amount of "$31,197.83" and replacing it with the a

(f) Item “2018年10月6日至2019年2月5日止的四(4)个月”。

(g) Item 17 of the Reference Schedule is amended by deleting the words and figures "Two (2) months from 6 October 2015 up to and including 5 December 2015" and replacing them with the words and figures:-

"Four (4) months from 6 October 2018 up to and including 5 February 2019".

(h) Clause 1.1 is amend

		In the same colour as presently painted.
ITEM 17:	Rent Free Period	Two (2) months from 6 October 2015 up to and including 5 December 2015

(a) deleting the d

(b) deleting the date "5 October 2018" and replacing it with the date "5 October 2022".

(i) Clause 2.1.3(a) is amended by deleting the date "6 October 2018" and replacing it with the date "6 October 2022" and deleting the date "5 October 2021" and replacing it with "5 October 2026".

Lease Summary
租约总结

With amendments 可以修订的有：

- Lease Term 租期
- Rent 租金
- Options 续租
- Outgoings 支出
- Insurance 保险
- Bond 保证金

Lesson 4
Lease Essentials - part c
租约要点 C
出租的策略和激励措施

Lease Strategies & Incentives

Leasing Incentives and Strategies
出租的激励措施和策略

- Leasing Incentives:- **Incentives and conditions you offer to a tenant, to entice them to come in and sign a lease with you.**

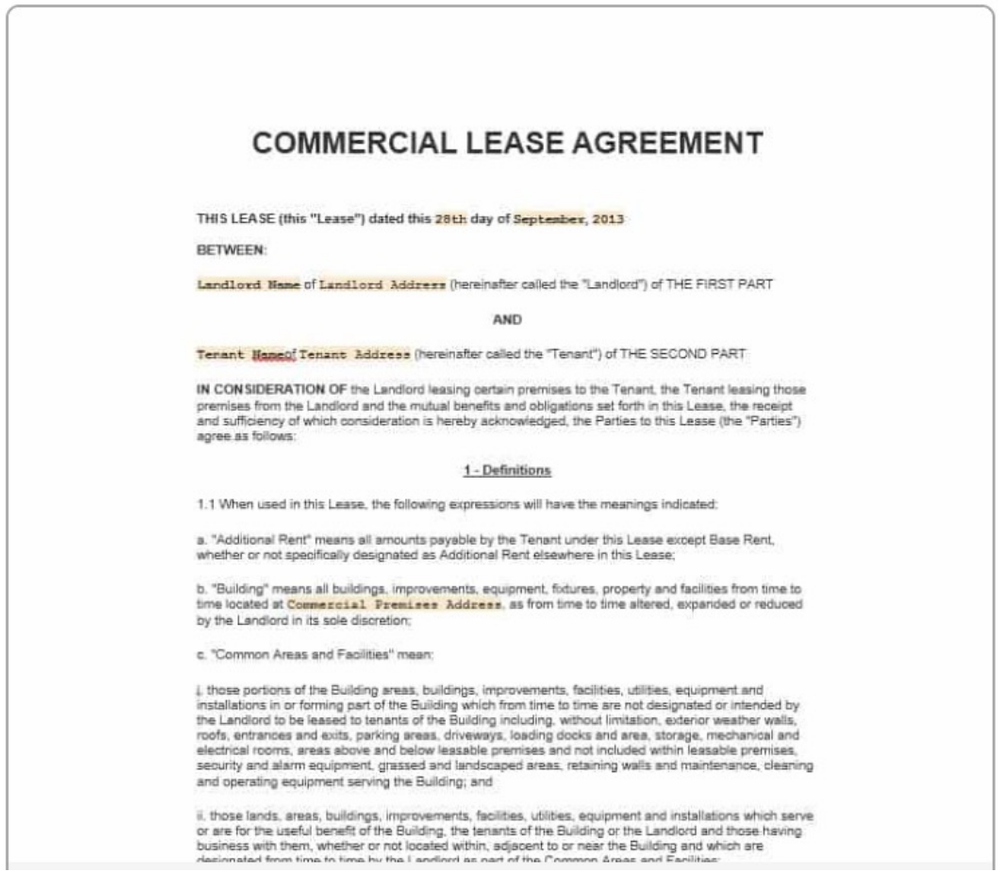
出租激励措施：**您向租户提供的激励措施和条件，以吸引他们与您签订租约。**

- Incentives to attract new tenants

  吸引新租户的激励措施

- What to convey to your agent about your strategies to attract or keep a tenant

  应向您的中价传达什么样吸引或留住租户的策略



COMMERCIAL LEASE AGREEMENT

THIS LEASE (this "Lease") dated this 28th day of September, 2013

BETWEEN:

Landlord Name of Landlord Address (hereinafter called the "Landlord") of THE FIRST PART

AND

Tenant Name of Tenant Address (hereinafter called the "Tenant") of THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

1 - Definitions

1.1 When used in this Lease, the following expressions will have the meanings indicated:

a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;

b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at Commercial Premises Address, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;

c. "Common Areas and Facilities" mean:

i. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to be leased to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and

ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are

商业租赁协议

Rent Free Periods
免租期

- Remember Everything here is negotiable… However these are the standards.

  记住，虽然这些是标准，但这里的一切都是可以协商的。

- Rent Free Periods - Typically one month per year of lease

  免租期 – 月份数通常为租约年限

- This allows the tenant to move in and prepare their work and business.

  这一期限留给租户搬入并筹备其工作和业务。

- Especially important for Cafes or Restaurants, or businesses undertaking major renovations during the rent-free period

  对于咖啡厅或餐厅，或是在免租期内进行重大翻修的企业来说尤为重要

- These can be structured as 1 month per year, instead of all at once- so you don't have to forego rental income of a long period- eg. 4 year lease with 4 months rent free- you may give 2 months rent free initially - then 2 month rent free each year, for 2 more years (final year will have no rent free period)

可以将免租期设为为每年 1 个月，而不是一次性的 – 所以你无需放弃长期的租金收入 – 例如，4 年租约有4 个月的免租期 – 您可以在开始免租 2 个月 – 将其余的2个月免租期分配给接下来的两年（最后一年没有免租期）

Rent Free Periods
免租期

- Vacant premises may attract longer rent free periods.

  空置房屋可能会导致更长的免租期。

- If your property has been vacant for some time- or if you've purchased a vacant property (vacant for 6 to 12 months.) 如果您的物业空置了一段时间，或者您购买了空置物业（空置 6 到 12 个月。）

- You can offer a 4 to 6 month rent free period on a minimum of 3 to 4 year lease. 您可以为租期至少为 3 到 4 年的租约提供 4 到 6 个月的免租期。

- Attract a prospective tenant 吸引潜在租户

- When you buy a vacant property you will ask to purchase it at a discount, to account for it being vacant for 6 to 12 months or more… so you've budgeted for this in your offer price.

- 当您购买空置物业时，由于其空置时间为 6 到 12 个月或更长时间，

  您可以要求以折扣价购买它……所以您应在报价中对此进行预算。

Rent Free Periods v's discounting
免租期与折扣

- Typically, when you lose a tenant - the rent free strategy is a good one to attract new tenants and so your property is not vacant for too long. 通常，当您失去租户时，免租策略是吸引新租户的好方法，这样您的物业就不会空置太久。
- For vacant properties, you are never going to get that rent back… so an upfront offer is a good strategy.

  您永远无法通过空置物业收取租金……因此，坦率报价是一个不错的策略。
- Discounting Rent:- try **not** to do this on your vacant property.

  租金折扣：- 尽量不要在你的空置物业这么做。
- Generally, Discounting does not work as well as rent free period.

  一般来说，折扣不像免租期那样有效。
- The rent free period will mostly get a tenant in up front… and will keep your cashflow growing.

  免租期主要是提前获得租户……并将保持您的现金流增长。

Rent Free Periods v's discounting
免租期与折扣

- Discounting will slow your rental growth down and property price later on. 折扣将减缓您的租金增长和今后的物业价格。
- Because the value and yield is directly linked to the rent - the value can also be discounted. 因为价值和收益直接与租金挂钩 – 价值也同样会打折。
- Owners can offer to do a Fit-Out to assist the tenant in preparing the premises for their business and help them move in faster. 业主可以提供装修，以协助租户在场所中筹备业务，并帮助他们更快地搬入。
- Eg Turn a warehouse, into a Gym- Air-conditioning, kitchens etc…this may be $50K to $100K or more, but you will make allowances for this in the length of lease they sign up. 例如，将仓库变成健身房，增加空调、厨房等……这可能会花费 $50K 到 $100K或者更多，但你可以在他们签订的租期中考虑这一点。
- Eg. Buy a property for $300K and add value $100K- you may be able to get in a tenant for $50K per year… you can probably sell that property for $500K which gives a healthy yield of 12.5% 例如， 以 $300K的价格购买物业并增值 $100K- – 您可能能够以每年 $50K的价格获得租户……您可能能够$500K的价格出售该物业，从而获得 12.5% 的可观收益

Which Incentive is better?
哪种激励措施更好？

- Keep your property value high by keeping your rental high instead of discounting… because of the compounding effect of rental increases 通过保持高租金而不是折扣来使物业保持高价值.....因为租金上涨具有复合效应
- Offer rent free periods instead of discounting - especially if it's a long lease like 4 to 5 years or more- because you could be losing hundreds or thousands of dollars each year on the yearly rental increases coming off the lower base rent.

提供免租期而不是折扣 – 特别是如果租约是 4 到 5 年或更长时间的长期租约 – 因为您每年可能会因基本租金较低而损失数百或数千澳元的租金上涨额。

- Negotiate with the tenant with some rent free and some fit-out - even as simple as offering to paint or re-carpet the premises, a couple of thousand dollars… and keeps your tenant happy and renting with you instead of going elsewhere .

与租户就一些免租和装修条件进行协商 – 甚至可以简单到提供几千澳元的粉刷或重新铺地毯.....让您的租户满意并租用您的物业而不是去其他地方。

Which Incentive is better?
哪种激励措施更好？

- Look at options that will not cost you too much money up front.

  看看那些不会预先花费你太多钱的选项。
- Be open to all offers- Don't knock back any offers- try to negotiate

  对所有报价持开放态度 – 不要拒绝任何报价 – 尝试谈判。
- Don't be offended if they are low offers.

  如果报价低，不要感到被冒犯。

Leasing agents
租赁代理

- Try and find specialist leasing agents for your property if you can.

  如果可以，请尝试为您的物业寻找专业的租赁代理。

- Often agents like to start out with an exclusivity agreement, so they are the only ones promoting your property for 2 to 3 months. 代理通常喜欢从独家代理协议开始，因此他们是2 到 3 个月内唯一可以推广您物业的人。

- Other agents may allow non- exclusive contracts to lease…. Which means you can list the property with other agents also- and that drives them to work hard to get tenants to see your property.

  其他代理可能会使用非独家代理合同进行租赁…… 这意味着您也可以通过其他代理挂出房源 – 这会促使他们努力让租户看到您的物业。

- Commissions can vary between agents 佣金可能因代理而异

- Standard commissions are 10% to 11% of the first year of rent

  标准佣金为首年租金的 10% 至 11%

- They will try to sign up a longer lease for your- and the commissions will go to higher percentage.

  他们将尝试为您签订更长的租约 – 并使佣金将达到更高的百分比。

Leasing agents
租赁代理

- The leasing agent ONLY gets paid when the tenant signs the lease and you have a lease contract in place with your tenant.

  只有当租户签署租约并且您与租户签订了租赁合同时，租赁代理才会获得报酬。

- Everything is negotiable including their fees- you can try to negotiate a flat fee for leasing also.

  一切都可以协商，包括他们的费用 – 你也可以尝试协商固定费率。

Leasing process
租赁流程

- The agent arranges the marketing of your property, photos, listing, brochures etc. This will be an additional cost to you as a marketing budget. 代理会通过照片、房源列表、小册子等安排您物业的营销。这将是您营销预算以外额外费用。
- You can negotiate what type of marketing activities are included - ie what you want to pay for and what you don't want to pay for. 您可以协商包括哪些类型的营销活动 – 即您想要支付的费用以及您不想支付的费用。
- Typically :- Agent arranges photographs- it's good to get a professional photographer to make your property most appealing visually on listings. 通常情况下：- 代理会安排照片 – 最好找一位专业摄影师，让您的物业在房源列表上更具视觉吸引力。
- They will list on the main commercial real estate online sites

  他们将在主要的商业房地产在线网站上挂出房源
- They will organises signage and boards to be placed outside.

  他们会安放将标牌和出售公告放置在物业外面。

Leasing process
租赁流程

- Agent needs a key for the premises, or if tenanted, will contact the tenant to show someone through

  代理需要物业的钥匙，如果有人租赁，将联系租户向其展示物业

- Once the've had a few tenants through, they will come back to you with feedback and any suggestions to make it more enticing to tenants, such as painting, or carpet cleaning etc

  一旦有几个租户看过了物业，他们会向您提供反馈和任何建议，以使其对租户更具吸引力，例如油漆或地毯清洁等

- An interested tenant will put through a tenant offer / proposal.

  感兴趣的租户将提出租赁报价/方案。

- You as the landlord, can either accept, reject or counter-offer the offer.

  作为房东，您可以接受、拒绝或还价。

- Once an agreement is reached, the agent will draw up a "Heads of Agreement or Agreed Terms" document for you.

  达成协议后，代理将为您起草一份“要点协议或商定条款”文件。

- Both parties need to sign this before a lease is prepared.

  在准备租约之前，双方都需要签署此协议。

Heads Of Agreement Sample
要点协议样本

HEADS OF AGREED TERMS

Unit 7 (Approx 150m2) , 30 – 32 Barcoo Street, Roseville, 2069

LESSOR:

LESSOR SOLICITOR: TBA

LESSEE: A & J International Pty LTD

LESSEE SOLICITOR: TBA

USAGE: Storage Space

LEASE COMMENCEMENT: 1st May 2012

RENTAL COMMENCEMENT: 1st August 2012

TERM: 19 Month Lease

OPTION: Lessee will have the option to take on either a 12 Month extension of their lease OR a 17 Month extension.

RENTAL: $27,272.72 Gross + GST ($30,000 inc GST)
Paid in monthly instalments of - $2,500.00 inc GST

OUTGOINGS: Gross rental – Statutory outgoings included
Tenant to pay all usages

CAR PARKING: 1 x car spot included in Gross rental

SUITE 2, LEVEL 1 118 CHRISTIE STREET
ST LEONARDS NSW 2065
P: 02 9438 1600
F: 02 9438 1800
E: info@suttonanderson.com.au
W: www.suttonanderson.com.au

商定要点条款

Unit 7 (Approx 150m2), 30 - 32 Barcoo Street, Roseville, 2069

出租人：

出租人律师：待定

承租人：A& J International Pty LTD

承租人律师：待定

用途：存储空间

租约开始日期：2012年5月1日

租赁开始日期：2012年8月1日

租期：19个月租约

续租：承租人可以选择将租约延长12个月或17个月

租金： S27,272.72总租金 + 消费税（ S30,000 含消费税）

每月分期支付- $2,500.00含消费税

支出：总租金 - 包括法定支出，租户支付所有使用费用

停车场：总租金中包含1个车位

Heads Of Agreement Sample
要点协议样本

RENTAL REVIEWS: Fixed 4% increase to be applied after the initial term of 19 Months

SECURITY: 3 Month Bond ($7,500 inc GST) / Bank Guarantee

SPECIAL CONDITIONS: Lessor to install at own cost the following;

Construct inter tenancy wall, alterations to electricity and also telephone cable

PUBLIC LIABILITY: The lessee will be required to provide $10,000,000 in public liability insurance

GST: Lessee will be responsible for any payments required to be made under the goods and services tax.

DEPOSIT: A deposit equivalent to one month's ($2,500.00) rent is to be provided with this document in favour of the Sutton Anderson trust Account Pty Ltd being Inclusive of GST. Upon execution of lease agreement, the deposit will be credited against the first month's rental upon execution of lease agreement.

LEGAL EXPENSES: Lessee is responsible for all legal costs involved in relation to lease preparation.
Should the lessee decide not to proceed once solicitors have been instructed the Lessor's reasonable legal costs will be deducted from the deposit and balance will be refunded by the lessor.
Please note in this case the lease will be based on a standard REI template.

SUITE 2, LEVEL 1 118 CHRISTIE STREET
ST LEONARDS NSW 2065
P: 02 9438 1600
F: 02 9438 1800
E: info@suttonanderson.com.au
W: www.suttonanderson.com.au

租金调整：在 19 个月的初始租期后采用固定 4% 的增长

担保金：3个月租金（S7,500含消费税）/银行担保

特殊条件：出租人自费安装以下设备；建造租户隔墙，改建电力和电话线

公共责任：承租人需要提供 S1000,000 的公共责任保险

消费税：承租人将负责根据商品和服务税支付的任何款项。

押金：本文件将提供相当于一个月 (S2,500.00) 租金的押金，以支持 Sutton Anderson 信托账户私人有限公司，该信托账户包含消费税。签订租赁协议后，押金将用于抵扣租赁协议签订后的第一个月租金。

法律费用：承租人负责与租赁准备有关的所有法律费用。如果承租人在律师接到指示后决定不继续进行，将从押金中扣除出租人的合理法律费用，余额将由出租人退还。 .

请注意，在这种情况下，租约将基于标准 REI 模板。

UNIKORN COMMERCIAL PROPERTY

Signed by the Lessor ..... Date

Signed by the Lessee..... Date

PRIVACY STATEMENT: PRIVACY ACT 1988 COLLECTION NOTICE:

The personal information the prospective tenant provides 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 to 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 databases. Information already held on tenancy reference databases may also be disclosed to the Agent and/or Landlord. If the applicant enters into a Tenancy Agreement, and if the Applicant fails to comply with their obligations under that agreement, that fact and other relevant personal information collected about the Applicant during the course of the tenancy may also be disclosed to the landlord, third party operators of tenancy reference databases and/or other agents.

If the Applicant would like to access the personal information the Agent holds, they can do so by contacting Sutton Anderson Pty Ltd: Suite 2 Level 1 ,118 Christie Street Leonard's NSW 2065, Phone 02 94381600, Email info@suttonanderson.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.

由出租人签字..... 日期

由承租人签字.....日期

隐私声明：1988 年隐私法收集通知：

潜在租户在本申请中提供或从其他来源收集的个人信息对于代理人验证申请人的身份、处理和评估申请以及管理租赁是必要的。如果申请成功，在本申请和租赁过程中收集的有关申请人的个人信息可能会出于收集这些信息的目的而披露给其他方，包括房东、推荐人、其他代理和第三方租赁经营者参考数据库。租赁参考数据库中已经保存的信息也可能会披露给代理和/或房东。如果申请人签订了租赁协议，并且如果申请人未能履行其在该协议下的义务，则在租赁过程中收集的有关申请人的事实和其他相关个人信息也可能会披露给房东、第三方租赁参考数据库和/或其他代理的运营商。

如果申请人想访问代理人持有的个人信息，他们可以联系 Sutton Anderson Pty Ltd：Sutton Anderson Pty Ltd：Suite 2 Level 1 ,118 Chritie Street Leonard's NSW 2065，电话 02 94381600，电子邮件 info@suttonanderson.com.au如果该信息不准确、不完整或过时，申请人也可以更正该信息。如果未提供信息，代理可能无法处理申请和管理租赁。

Leasing process
租赁流程

- Lease Agreement document is created either by the Agent (if a retail lease) - or by your solicitor - both you and the new tenant will sign the lease to formalise the contract and deal.

  租赁协议文件由代理（如果是零售租赁）或您的律师创建，您和新租户都需要签署租约以便正式签订合同和交易。

- Once this is signed, the agents commission is due.

  一旦签署，就需要支付代理佣金了。

Important Things to remember
需要记住的重要事项

- Tell the agent up font- that you are willing to offer incentives and give them a list of incentives or a range of options. 告诉代理人你愿意提供奖励，并给他们一份奖励清单或一系列选项。
- Put in writing so they are clear 写下来使他们明确这些奖励
- Tell them you want to consider ALL offers and that you're willing to offer rent free periods / Help with Fit Outs… so they will promote you over someone else. 告诉他们您想考虑所有报价，并且您愿意提供免租期/帮助装修……这样他们就会将您的物业推荐给其他人。
- Always follow up with your agent regularly. Phone or email and get the feedback from the prospective tenants they've shown through 始终定期跟进您的代理。通过电话或电子邮件，并从他们所展示的潜在租户那里获得反馈。
- Consider all offers so you can start the negotiation process.

  考虑所有报价，以便您可以开始谈判过程。

Important Things to remember
需要记住的重要事项

- Try to keep the tenant on for a longer term 尝试让租户签订更长的租期
- Eg Tenant agrees to a 2 year lease…. You can give a counter offer of 3 years with an extra month rent free, or you may offer to paint or do a fit out 例如，租户同意 2 年的租约…… 您可以提供 3 年的还价，并外加一个月的免租，或者您可以提供粉刷或装修
- Understanding your tenant is key and try to extend their lease term 了解您的租户是关键并尝试延长他们的租期
- Always aim for a 3% + increase in yearly rental increase and add this to your counter offer 始终以每年租金增长 3% 以上为目标，并将其添加到您的还价中

Lease document
租约文件

- Get your solicitor to draw up a formal lease of 3 years or more 让您的律师起草一份 3 年或更长时间的正式租约
- If the tenant wants less than 3 years, try to get options written into the lease, so it gives them more options to stay on. 如果租户想要少于 3 年的租约，请尝试将续租写入租约，以便为他们提供更多选择。
- Eg if they want a 2 year lease, try and offer a 3 year lease or 2 years plus 2 year option.

  例如，如果他们想要 2 年租约，请尝试提供 3 年租约或 2 年租约加 2 年续租。
- A lease that's longer than 3 years, will require a solicitor to draw it up.

  超过 3 年的租约需要律师起草。
- If it's less than 3 years you can choose to get the agent to fill out a standard Real Estate insist Lease (REI Lease) 如果租约少于 3 年，您可以选择让代理填写标准的房地产租约(REI 租约)
- But a lease drawn up by a solicitor will be more solid and banks love this more for refinancing or selling your property.

  但是由律师起草的租约会更加可靠，银行会更喜欢将其用于再融资或出售您的物业。

Check out your potential new tenant
查看您潜在的新租户

- Check your potential tenants out, before accepting their offer- do some online research, see if they are reputable and will pay their rent and take care of your property.

  在接受他们的报价之前检查您的潜在租户 – 进行一些在线研究，看看他们是否信誉良好能够支付租金，并能够照顾您的物业。

- Find out of they're rented a commercial property before

  查看他们之前租赁过的商用物业

- Check out their trade or business

  查看他们的贸易或业务

- Talk to the agent 与代理交谈

- See if they are a good fit for your property and will stay for a longer lease 看看他们是否适合您的物业，是否会停留更长时间