FORM LLP1 APPLICATION TO LEASE LAND / PREMISES

To be completed when requesting that a lease document is to be prepared between the City and other parties.

○ New Lease ○ Renewal of Lease ○ New Sub Lease ○ Renewal of Sub Lease

Target date for **draft lease** to be completed: *(Please note at least **three weeks notice** needs to be provided in advance of this deadline.)*	Click here to enter a date. *NB. An executed document may take an additional three weeks from this date, depending upon availability of parties to the agreement and any legal reviews required from these parties.*

SECTION A REQUESTING OFFICER'S CONTACT DETAILS

Name:	Employee's Name	Department:	Department
Phone Number:	Phone Number	Email:	Email Address

SECTION B LAND DETAILS

Site Name (if any):	Does the site have a recognisable name?						
Site Address:	Site address						
SynergySoft Assessment:	Assess	Lot #:	Lot #	Loc #:	Loc #	Portion:	Other descriptors
Certificate of Title:	Vol:	Vol #	Folio:	Folio #	Plan/Diagram:	Plan/Diagram #	

Is property on Crown Reserve?	○ No ○ Yes	If Yes, then provide the following details:	
Reserve #:	Reserve #	Vested with:	Who is the Vesting Order or Management Order issued to?
Reserve Purpose:	What is the purpose of the Reserve?		

SECTION C LEASING PARTY OR PARTIES

Will this lease have the flexibility for subleasing and assignment of lease to another party?	☐ No ☐ Yes
What is the City's status regarding this lease?	○ Lessor ○ Lessee ○ Sub Lessor ○ Sub Lessee
What is the status of the other party in this lease?	○ Lessor ○ Lessee ○ Sub Lessor ○ Sub Lessee

Name of other party:	Name of other party	A.B.N.	ABN #
Business Address of other party:	Physical Business Address		
Postal Address of other party (if different):	Postal Address, if different to business address		
Contact Person:	Contact Person	Phone Number:	Contact Phone #
Email Address:	Contact's email address		

Is there another party to this agreement?	☐ Yes, if so please complete below ☐ No, go to SECTION D – Leasing Details
What is the status of the other party in this lease?	○ Lessor ○ Lessee ○ Sub Lessor ○ Sub Lessee

Name of other party:	Name of other party	A.B.N.	ABN #
Business Address of other party:	Physical Business Address		
Postal Address of other party (if different):	Postal Address, if different to business address		
Contact Person:	Contact Person	Phone Number:	Contact Phone #
Email Address:	Contact's email address		

If extra parties are to be included in this lease, please provide an attachment of other parties' details.

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SECTION D LEASING DETAILS

SynergySoft File Reference to be used:	Insert SynergySoft File Reference used by Officer

Council Approval Date:	Date of Council approval	Council Resolution:	Council Resolution number

D1 **Permitted use of Lease**:	Add permitted use of lease

D2 **Term of Lease**:	Years	Years	Months	Months	Weeks	Weeks

Date lease will commence:	Enter date.	Date lease will terminate:	Enter date

Will there be an option to renew agreement after the original term?	☐ Yes ☐ No
If Yes, describe terms to which option will apply:	Add brief description as to how option will work
Any other comments related to term of lease?	Add any other comments that may impact on the term of lease.

D3 What is the leased property being defined as? **Provide map and floor plan to support request.**			
☐ Land Area: area m^2	☐Yes ☐No	☐ Land (whole) ☐ Land (part only)	Provide details of what part of the land is to be used
☐ Premises Area: area m^2	☐Yes ☐No	☐ Whole of Premises ☐ Portion of Premises	Provide details of what part of the premises is to be used
☐ Equipment	☐Yes ☐No	Complete SECTION F – Schedule of Leased Property	
☐ Exclusive Use	☐Yes ☐No	☐ Exclusive Use ☐ Shared Use (with common areas)	Provide details as to any sharing arrangements. Please provide map and floor plan (if applicable).
Any other comments:	Add any other comments relevant to the property being leased.		

D4 **Rental Valuation**				
A rental valuation is required. *(Section 3.58 of LG Act – unless exempted)*	Valuer:	Name of Valuer		
	Valuation Date:	Click here to enter a date.	Value assessed (ex-GST):	Assessed Value
If **exempt**, state appropriate section or regulation in legislation:	State relevant section of the Act or regulations that provides for the exemption.			

D5 **Rental Payments**			
Rental amount:	$ Amount ex GST Frequency	Payable:	Date payments due
Rent commencement date:	Click here to enter a date.		
Review details:	☐ Rent indexed by Perth CPI (annually) ☐ Review rental every Number years ☐ Other, please specify below *… Please specify*		

D6 **Access to Property**	
Indicate if there are special access requirements to leased property?	Details access requirements, ie key access, swipe card access, etc
Identify core trading hours	Insert core trading hours
Is car parking required for staff and customers?	☐Yes Staff # ## Customers # ## ☐No – street or public car parking available on site

SAMPLE

D7 Apportionment of Costs

Are all costs to be fully recovered (100%) by the lessee? ☐ Yes ☐ No (if No, complete table below)
Are costs to be apportioned based on area leased to total leasable area? ☐ Yes ☐ No

Expense Type	Who pays what? *If a box is ticked, it is assumed 100% is applied unless an alternative percentage is noted. Each row of expense must add up to 100% **or** 0% where such expenditure is not applicable.*		
	Lessor	**Lessee** (or Sub-Lessor)	**Sub-Lessee** (if applicable)
Local Government Rates and Charges	☐ Yes, 100% or ___ %	☐ Yes, 100% or ___ %	☐ Yes, 100% or ___ %
Local Government Rubbish Rates and Charges	☐ Yes, 100% or ___ %	☐ Yes, 100% or ___ %	☐ Yes, 100% or ___ %
Land Tax	☐ Yes, 100% or ___ %	☐ Yes, 100% or ___ %	☐ Yes, 100% or ___ %
Fire and Emergency Services levies	☐ Yes, 100% or ___ %	☐ Yes, 100% or ___ %	☐ Yes, 100% or ___ %
Water Rates	☐ Yes, 100% or ___ %	☐ Yes, 100% or ___ %	☐ Yes, 100% or ___ %
Water Consumption	☐ Yes, 100% or ___ %	☐ Yes, 100% or ___ %	☐ Yes, 100% or ___ %
Telephone/Internet Fees, Charges, rentals and Installations	☐ Yes, 100% or ___ %	☐ Yes, 100% or ___ %	☐ Yes, 100% or ___ %
Electricity fees, charges, rentals and installations	☐ Yes, 100% or ___ %	☐ Yes, 100% or ___ %	☐ Yes, 100% or ___ %
Gas fees, charges, rentals and installation costs	☐ Yes, 100% or ___ %	☐ Yes, 100% or ___ %	☐ Yes, 100% or ___ %
Any other consumption charges/costs by reason of occupancy	☐ Yes, 100% or ___ %	☐ Yes, 100% or ___ %	☐ Yes, 100% or ___ %
Legal Costs in connection with preparing this Lease	☐ Yes, 100% or ___ %	☐ Yes, 100% or ___ %	☐ Yes, 100% or ___ %
Other (please specify)			
_____	☐ Yes, 100% or ___ %	☐ Yes, 100% or ___ %	☐ Yes, 100% or ___ %
_____	☐ Yes, 100% or ___ %	☐ Yes, 100% or ___ %	☐ Yes, 100% or ___ %

Any other cost considerations?	Add any other comments relevant to costs here.			
Please indicate service meters applicable to property:	Water Meter (or sub meter)	Serial No.	Electrical Meter (or sub meter)	Serial No.

D8 Insurances

What insurances and minimum values are required from other parties?
The City will always have public liability insurance and property insurances (for their physical assets).

☐ Public Liability Insurance	Minimum Public Liability is to be $10,000,000
☐ Property Insurance	Responsible to ensure all assets are adequately covered
☐ Workers Compensation *(if applicable)*	Amount, if applicable
☐ Other, please specify …	Type in details

D9 Capital Fit Out *(if applicable)*

If there is a requirement for capital fit out, outline works to be carried out by parties

Is City to make a financial contribution?	☐Yes ☐No	Budget allocated:	Insert budget amount	Council Resolution & Date	Council resolution number Insert Council Meeting Date
Lessor	Outline responsibilities of Lessor				
Lessee (or Sub-Lessor)	Outline responsibilities of Lessee (or Sub Lessor)				
Sub Lessee (if applicable)	Outline responsibilities of Sub Lessee (if applicable)				
What arrangements are in place once capital fit out works are completed to insure, manage and maintain?	Comment required				
Upon expiration of the lease, what is to be done with any capital fit outs? Is Lessee required to remove and return property to original state, or does Lessor take ownership?	Comment required				

SAMPLE

D10 **Maintenance and Repairs** *At a state of condition and repair that is good, safe, clean, rubbish free, obstruction free and tidy (fair wear and tear excepted).*			
Statutory maintenance budget allocated:	Insert budget amount	Council Resolution & Date	Council resolution number Insert Council Meeting Date
Is the Lessee responsible for ALL maintenance and repairs for the leased site (excluding statutory maintenance)?	☐ No, Go to D10.1 below ☐ Yes, Go to D10.2		

D10.1 Expense Type	**Who pays what?**		
	Lessor	**Lessee** (or Sub-Lessor)	**Sub-Lessee** (if applicable)
Air Conditioning	☐ Yes, 100% or ___ %	☐ Yes, 100% or ___ %	☐ Yes, 100% or ___ %
Electrical Works	☐ Yes, 100% or ___ %	☐ Yes, 100% or ___ %	☐ Yes, 100% or ___ %
Plumbing Works	☐ Yes, 100% or ___ %	☐ Yes, 100% or ___ %	☐ Yes, 100% or ___ %
Structural repairs	☐ Yes, 100% or ___ %	☐ Yes, 100% or ___ %	☐ Yes, 100% or ___ %
Maintain Fixtures	☐ Yes, 100% or ___ %	☐ Yes, 100% or ___ %	☐ Yes, 100% or ___ %
Maintain Premises	☐ Yes, 100% or ___ %	☐ Yes, 100% or ___ %	☐ Yes, 100% or ___ %
Maintain Land / Grounds and Gardens	☐ Yes, 100% or ___ %	☐ Yes, 100% or ___ %	☐ Yes, 100% or ___ %
Cleaning of Premises	☐ Yes, 100% or ___ %	☐ Yes, 100% or ___ %	☐ Yes, 100% or ___ %
Grease traps	☐ Yes, 100% or ___ %	☐ Yes, 100% or ___ %	☐ Yes, 100% or ___ %
Removal of Rubbish	☐ Yes, 100% or ___ %	☐ Yes, 100% or ___ %	☐ Yes, 100% or ___ %
Reticulation	☐ Yes, 100% or ___ %	☐ Yes, 100% or ___ %	☐ Yes, 100% or ___ %
Security services / systems / Locks and Locking mechanisms	☐ Yes, 100% or ___ %	☐ Yes, 100% or ___ %	☐ Yes, 100% or ___ %
Windows / Plate Glass	☐ Yes, 100% or ___ %	☐ Yes, 100% or ___ %	☐ Yes, 100% or ___ %
Floor Coverings	☐ Yes, 100% or ___ %	☐ Yes, 100% or ___ %	☐ Yes, 100% or ___ %
Decorate / Painting Intervals ___yrs	☐ Yes, 100% or ___ %	☐ Yes, 100% or ___ %	☐ Yes, 100% or ___ %
Common areas	☐ Yes, 100% or ___ %	☐ Yes, 100% or ___ %	☐ Yes, 100% or ___ %

D10.2 Any other comments or specific maintenance provisions to be applied?	Add additional comments relevant to maintenance and repairs of property
D10.3 Who is responsible for repairs or making good to return to original condition?	Comment required
Who is responsible for drainage repairs and maintenance? *Please mark on drawings the extent to where responsibilities start and finish at public sewer.*	Comment required
Do grease traps apply to this lease? *City would empty grease traps in accordance with Water Corporation's schedule and back charge the Lessee*	Comment required
Who is responsible for vandalism and graffiti?	Comment required

SECTION E SPECIAL TERMS AND CONDITIONS

Any other special terms or conditions to be applied to this agreement?	Add any special terms or conditions that need to be applied to this agreement.

SECTION F AGREEMENT IDENTIFICATION *(for completion by Governance Officer – Leasing)*

Lease Register Number	
Synergy File Number	

SAMPLE

SECTION G SCHEDULE OF LEASED PROPERTY

F1 – LESSOR'S PROPERTY

Name of Asset	Brand/Make/Model / Serial Number	Location	General Condition	Photo available
				☐
				☐
				☐
				☐
				☐
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				☐
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				☐
				☐
				☐
				☐
				☐
				☐

F2 – LESSEE'S PROPERTY *(or Sub Lessor)*

Name of Asset	Brand/Make/Model / Serial Number	Location	General Condition	Photo available
				☐
				☐
				☐
				☐
				☐
				☐
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				☐
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				☐
				☐

F3 – SUB LESSEE'S PROPERTY *(If applicable)*

Name of Asset	Brand/Make/Model / Serial Number	Location	General Condition	Photo available
				☐
				☐
				☐
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Once form is complete, forward to the *Governance officer - Leasing* for actioning:

leasing@karratha.wa.gov.au

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