

AGREEMENT TO LEASE

This form is approved by the Auckland District Law Society and the Real Estate Institute of New Zealand

DATE:

LANDLORD:

TENANT:

THE LANDLORD agrees to grant and the Tenant agrees to take a lease of the premises described in the First Schedule together with the right to use:

- a) The landlord's fixtures, fittings and chattels contained in the premises.
- b) The common areas of the Landlord's property (if any).
- c) The car parks described in the First Schedule (if any).

FOR the term from the commencement date and at the annual rent (subject to review if applicable) as set out in the First Schedule.

THE LANDLORD AND THE TENANT agree as set out in the Second Schedule.

WARNINGS (*These warnings do not form part of this contract*)

1. This is a binding contract. Both parties should seek legal advice **before signing**.
2. Before signing this contract the tenant should make sure that the status of the property under the Resource Management Act 1991 is satisfactory for the tenant's intended use of it.

SIGNED by the Landlord

SIGNED by the Tenant

OUTGOINGS *(amend as necessary)*

1. Rates or levies payable to any local or territorial authority.
2. Charges for water, gas, electricity, telephones, and other utilities or services.
3. Rubbish collection charges.
4. New Zealand Fire Service charges and the maintenance charges in respect of all fire detection and fire fighting equipment.
5. Such portion of the Landlord's land tax as the value of the land forming part of the property bears to the total value of all land included in the Landlord's assessment for land tax.
6. Insurance premiums and related valuation fees.
7. Service contract charges for air conditioning, lifts and other building services.
8. Cleaning maintenance and repair charges including charges for repainting, decorative repairs and the maintenance and repair of building services to the extent that such charges do not comprise part of the cost of a service maintenance contract, but excluding charges for structural repairs to the building (minor repairs to the roof of the building shall not be a structural repair).
9. The provisioning of toilets and other shared facilities.
10. The cost of ground maintenance i.e. lawns, gardens and planted areas including plant hire and replacement.
11. Yard and carparking area maintenance and repair charges but excluding charges for structural repairs to the building.
12. Body Corporate charges for insurance premiums and related valuation fees and reasonable management administration expenses.
13. The costs incurred and payable by the landlord in supplying to the territorial authority a building warrant of fitness and obtaining reports as required by Section 45 of the Building Act 1991.

SECOND SCHEDULE

1. The Tenant shall pay the annual rent by equal monthly payments in advance as from the commencement date specified in the First Schedule and shall pay as a deposit an advance rental payment of the amount specified in the First Schedule. The person to whom the deposit is paid shall hold it as a stakeholder until this agreement is unconditional or is cancelled.
2. The Tenant shall pay the Goods and Services Tax payable by the Landlord in respect of the rent and other payments payable by the Tenant pursuant to the Lease.
3. In addition to the rent the Tenant shall pay the outgoings specified in the First Schedule and where any outgoing is not separately assessed in respect of the premises then the Tenant shall pay such proportion thereof as is specified in the First Schedule or if no proportion is specified then a fair proportion.
4. The Tenant shall enter into a formal lease with the Landlord to be prepared by the Landlord's solicitor at the cost of the Tenant, the lease covenants to be no more onerous than those contained in the Auckland District Law Society Commercial Lease Form 3rd Edition 1993 ("ADLS Lease Form"). Any dispute as to the lease covenants shall be determined by the nominee of the President of the District Law Society of the district in which the premises are situated, acting as an expert and not as an arbitrator.
5. The repair and maintenance obligations of the parties in respect of the premises shall be as provided in the ADLS lease form unless there is express agreement to the contrary in this agreement.
6. Where the Tenant is a company and if the Landlord so requires, the Tenant shall arrange for its shareholders to guarantee the obligations of the Tenant.
7. The Tenant shall not assign or agree to assign this Agreement or the Tenant's interest under this Agreement and the Tenant shall not register any caveat against the land in respect of its interest under this Agreement, notwithstanding however the Tenant shall have such rights of assignment provided by the lease referred to in Clause 4.
8. The obligations and warranties of the parties contained in this Agreement shall not merge insofar as they have not been fulfilled at the time of the execution of the lease but shall remain in full force and effect.
9. If the name of a licensed real estate agent is stated on the front page of this Agreement it is acknowledged that the lease evidenced by this Agreement has been made through that agent whom the Landlord appoints as the Landlord's agent to effect the lease. The Landlord shall pay the agent's charges including GST for effecting such lease.
10. If there is more than one Landlord or Tenant, the liability of the Tenants or the Landlords as the case may be is joint and several.
11. Where the Tenant executes this Agreement with provision for a nominee or on behalf of a company to be formed, the Tenant shall at all times remain liable for all the obligations on the part of the Tenant hereunder.
12. Special Conditions:

DATED

BETWEEN

..... Landlord

Ph (Bus)

(Pvt)

AND

..... Tenant

Ph (Bus)

(Pvt)

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Real Estate Institute of New Zealand*

.....
Landlord's solicitor (indicate individual acting)

.....
Tenant's solicitor (indicate individual acting)

Deposit paid to

Amount: \$

Date paid:

LEASE NEGOTIATED BY:

Member of the Real Estate Institute of New Zealand

Office:

Address:

Telephone:

Manager:

Salesperson:
