

AVAILABLE FOR LEASE
RETAIL, OFFICE,CBD



Location	162 Durham Street, Tauranga
Zoning	Commercial Business
Available	Now
Property Details	Retail or Office space comprising approx. 244 sq metres
Car spaces	2 on site. On street car parking directly in front, less than 2 minutes' walk from 2 CBD public carparks.
Rent	\$50,000.00 + Operating Expenses + GST per annum
Lease Term	7 years with 2 yearly rent review
Right of Renewal	Negotiable
Form Of Lease	6 th edition ADLS standard form modified, as attached Landlords standard form, or available from Guideline.
	<i>To assist in expediting any lease agreement approvals, please complete the attached Statement of Position and submit with the Agreement. SOP's should be obtained for all guarantors, and private companies.</i>
Access for viewing	Tony Fisken, Guideline Asset Management
Landlord	Guideline Investment Group
Contact	Tony Fisken, Guideline Asset Management, Tauranga Mobile: 021 276 4125

SECOND SCHEDULE

Refer Clause 4.3 herein

Clause 2.1(d)

Replace “as at the commencement date of the then current lease term” with “for the preceding 12 months”.

Clause 6.1

Replace “each party will pay their own costs” with “The Tenant will pay the Landlord’s reasonable legal costs”. (This clause supersedes any other clause in the Agreement to Lease, if any, relating to legal costs.)

Clause 32.1

Replace “is not at the date of the giving of the notice in breach of this lease” with “has not been in breach of this lease or has not flagrantly and wilfully breached any of the other terms of this lease on at least one occasion since the commencement of this lease”.

THIRD SCHEDULE

Further Terms

Redevelopment

48.1 Should the Landlord require the building or the premises or any part of them for redevelopment purposes and vacant possession of the premises is necessary for those redevelopment purposes, then the Landlord may:

- a) by written notice to the Tenant, terminate this lease by specifying a date of termination to be effective not less than six months after the date of service for such notice on the Tenant;
- b) upon the expiration of such notice this lease shall determine but without prejudice to the rights of either party in relation to any prior breach of this lease,
- c) and the rental and operational expenses shall cease to accrue from the date of termination;
- d) the Tenant shall not be entitled to any compensation or damages arising from such termination. No account shall be taken of the termination right contained in, or other contents of this clause or any determination of rental on either rent reviews or extensions of this lease.
- e) The parties agree that notice under this clause will not be given within the first **2 years** of this lease.

FOURTH SCHEDULE

Guarantee

FIFTH SCHEDULE

Landlord’s Fixtures and Fittings

(Refer Sub clause 47.1(f) of lease)

SIXTH SCHEDULE

Premises Condition Report

SIGNED by the Tenant) _____

) _____

DATE:) _____

SIGNED by the Guarantor/s) _____

) _____

DATE:) _____

SIGNED by Witness) _____

NAME) _____

DATE:) _____

SIGNED by the Landlord) _____
 (director)

By its authorised manager,
 Guideline Enterprises Ltd

DATE:) _____

LANDLORD'S Solicitor)	Harris Tate
ADDRESS:)	29 Brown Street, Tauranga
PHONE:)	07 578 0059
FAX:)	07 578 2692
EMAIL:)	admin@harristate.co.nz

TENANT'S Solicitor) _____

ADDRESS:) _____

PHONE:) _____

FAX:) _____

EMAIL:) _____

Important Notes; (not to be read as part of this Agreement)

1. All Parties should fully understand this Agreement and if necessary seek legal advice prior to signing.
2. The Occupier should ensure that the Property is suitable for its intended purpose in all regards including compliance under the Resource Management Act 1991 (and any amendments) or other regulations.

PERSONAL STATEMENT OF POSITION FOR:

Full Name: DOB

Drivers Licence/Passport number (please attach photocopy)

Full Name (incl. maiden name): DOB

Drivers Licence/Passport number (please attach photocopy)

Company Name:

Physical Address:

Postal Address: Email Address:

Phone (Day): (After hours) (Fax)..... (Mob).....

Assets Personal:

Home Address: (Registered Valuation) \$.....

Holiday Home Address: (Registered Valuation) \$.....

Other Property Address: (Registered Valuation) \$.....

Vehicle Make/Model: (Insured Value) \$.....

Vehicle Make/Model: (Insured Value) \$.....

Personal Assets (Insured Value) \$.....

Bank Accounts: (Bank)..... (Current) \$.....

(Bank)..... (Cheque) \$.....

(Bank)..... (Savings) \$.....

TOTAL PERSONAL ASSETS \$_____ (a)

Investments: Business:..... \$.....

Property: \$.....

Shares: \$.....

..... \$.....

Deposits: \$.....

TOTAL INVESTMENT ASSETS \$_____ (b)

Liabilities: Mortgage/s: \$.....

Hire Purchases: \$.....

..... \$.....

Debts: \$.....

Tax: \$.....

All Outgoings:Per Month \$.....

TOTAL LIABILITIES \$_____ (c)

Income: Employer (Self) Per Month \$.....

Employer (Partner)..... Per Month \$.....

Please attach any further information required.

I/We hereby confirm the above information is true and correct and consent to credit checks being undertaken by the landlord's authorised manager, Guideline Enterprises Ltd on my behalf.

Signed: _____ Signed: _____

Date: _____ Date: _____