

## EXPLANATION FOR APPLICANTS

**Only complete this OFFER and pay the Option Fee if you are sure that you want to enter into a Lease with the Owner for the Premises, or hold the Premises for a period.**

The Owner of the Premises is attempting to locate the most suitable tenant; that is a tenant who pays the rent on time and takes good care of the Premises.

To enable the Owner of the Premises to determine in their opinion, who is the most suitable person, the Agent requires some background information about you.

**The form “OFFER OF OPTION TO LEASE RESIDENTIAL PROPERTY” is not the Lease.**

The purpose of this form is:

**First**, to inform the Owner of Your details, and your requirements for the Lease; for example, if You wish to have pets at the Premises.

**Second**, to inform You of the money that is required to be paid prior to taking possession of the Premises; for example, the value of the Security Bond (which can be up to 4 weeks rent), the Pet Bond (which can be up to \$260) and the initial Rent payment (which can be 2 weeks rent in advance).

**Third**, to make You aware of the terms of the Lease (including special conditions) associated with the Lease if the Offer is accepted and the Option is accepted.

**Fourth**, if Your Offer is accepted, to create an Option to Lease the Premises. If the Owner accepts Your offer, then the Owner gives You the Option to Lease the Premises. You will have two (2) Business Days from the time when the Owner’s Agent informs You that Your offer has been accepted in which to make a final decision if You want to enter into the Lease. This is a holding period. If you enter into the Lease, then the Option Fee will be credited to the rent payable. If You decline the opportunity to enter into the Lease during the two (2) Business Days, then the Owner will keep the Option Fee.

### Summary

<b>Your Action:</b>	<ol style="list-style-type: none"> <li>1. Complete this Offer.</li> <li>2. Submit this Offer with the Option Fee to the Agent.</li> </ol>
<b>Owner’s Action:</b>	<ol style="list-style-type: none"> <li>3. Accept or reject the Offer If the Offer is rejected then the Option Fee is returned to You.</li> </ol>
<b>Your Action:</b>	<ol style="list-style-type: none"> <li>4. If the Offer is accepted, then you have two (2) Business Days to consider entering into the Lease.</li> <li>5. If You withdraw after acceptance of Your Offer by the Owner, then You will forfeit (lose) the Option Fee.</li> </ol>

**PART A**  
**(To be Completed by You)**  
NOTE: This document is not a residential tenancy agreement and does not grant any right to occupy the Premises

**INFORMATION FROM "YOU" (the proposed tenant or tenants)**

**TENANCY DETAILS**

1. Premises

2. You require the tenancy for a period of  months from  to

3. At a rent of \$  per week / fortnight / month

4. Total number of persons to occupy the Premises  
 Adults  Children   
 Ages

5. Pets - Type of Pet  Breed  Number  Age   
 Type of Pet  Breed  Number  Age

6. Do You intend applying for a residential tenancy bond from a State Government Department?  Yes  No  
 If Yes, \$  Branch:

7. Tenant's Special Conditions required by You:

**NOTE:** The Owner may not accept any of the Tenant's Special Conditions.

8. Your Bank Account Details -  
 Bank:  BSB:  Account No.:   
 (to return Option Fee)

9. (a) You declare that You are not bankrupt and that all of the information supplied in this Offer is true and correct and is not misleading in any way.  
 (b) You acknowledge that, having inspected the Premises and if Your Offer is accepted and the Option is exercised, You will accept possession of the Premises in the condition it was in as at the date of inspection.  
 (c) You make this Offer jointly and severally. Service of any notices to any one of You will be deemed to be service on all of You.

## YOUR (First Person's) PARTICULARS

Your Name  (SURNAME)  (FIRST NAME)  (MIDDLE NAME)

Present Address

Phone No Work  Phone No Home

Mobile  Email

Date of Birth  Nationality

## DOCUMENTS TO CONFIRM YOUR IDENTITY

Driver's Licence No  State  Passport No

Other ID

Proof of Identification (licence number/bankcard etc)

Vehicle Type & Registration No

Anything else to support Your Application

Smoker  Yes  No

Personal References

a)  NAME  TELEPHONE

b)  NAME  TELEPHONE

(i) Name of current owner or managing agent to whom rent is paid

Address  Phone No

Rental Paid \$  Period Rented From  To

Reason for leaving

(ii) Previous address of Applicant

Name of previous owner or managing agent to whom rent was paid

Address  Phone No

Rental Paid \$  Period Rented From  To

Reason for leaving

(iii) Occupation:  (Note: Your Employer may be contacted to verify employment)

Employer  Period of Employment

Phone No  Wage \$

If less than 12 months, name and address of previous employer

Explanation if no employment:

(iv) Next of Kin (Note: These people may be contacted to verify particulars)

First Next of Kin  NAME  ADDRESS  TELEPHONE

Second Next of Kin  NAME  ADDRESS  TELEPHONE

Emergency Contact (name and address and telephone) [Note: These people may be contacted to verify particulars.]

First Contact  NAME  ADDRESS  TELEPHONE

Second Contact  NAME  ADDRESS  TELEPHONE

## YOUR (Second Person's) PARTICULARS

Your Name  (SURNAME)  (FIRST NAME)  (MIDDLE NAME)

Present Address

Phone No Work  Phone No Home

Mobile  Email

Date of Birth  Nationality

## DOCUMENTS TO CONFIRM YOUR IDENTITY

Driver's Licence No  State  Passport No

Other ID

Proof of Identification (licence number/bankcard etc)

Vehicle Type & Registration No

Anything else to support Your Application

Smoker  Yes  No

Personal References

a)  NAME  TELEPHONE

b)  NAME  TELEPHONE

(i) Name of current owner or managing agent to whom rent is paid

Address  Phone No

Rental Paid \$  Period Rented From  To

Reason for leaving

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(iii) Occupation:  (Note: Your Employer may be contacted to verify employment)

Employer  Period of Employment

Phone No  Wage \$

If less than 12 months, name and address of previous employer

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First Next of Kin  NAME  ADDRESS  TELEPHONE

Second Next of Kin  NAME  ADDRESS  TELEPHONE

Emergency Contact (name and address and telephone) [Note: These people may be contacted to verify particulars.]

First Contact  NAME  ADDRESS  TELEPHONE

Second Contact  NAME  ADDRESS  TELEPHONE

## YOUR (Third Person's) PARTICULARS

Your Name  (SURNAME)  (FIRST NAME)  (MIDDLE NAME)

Present Address

Phone No Work  Phone No Home

Mobile  Email

Date of Birth  Nationality

## DOCUMENTS TO CONFIRM YOUR IDENTITY

Driver's Licence No  State  Passport No

Other ID

Proof of Identification (licence number/bankcard etc)

Vehicle Type & Registration No

Anything else to support Your Application

Smoker  Yes  No

Personal References

a)  NAME  TELEPHONE

b)  NAME  TELEPHONE

(i) Name of current owner or managing agent to whom rent is paid

Address  Phone No

Rental Paid \$  Period Rented From  To

Reason for leaving

(ii) Previous address of Applicant

Name of previous owner or managing agent to whom rent was paid

Address  Phone No

Rental Paid \$  Period Rented From  To

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(iii) Occupation:  (Note: Your Employer may be contacted to verify employment)

Employer  Period of Employment

Phone No  Wage \$

If less than 12 months, name and address of previous employer

Explanation if no employment:

(iv) Next of Kin (Note: These people may be contacted to verify particulars)

First Next of Kin  NAME  ADDRESS  TELEPHONE

Second Next of Kin  NAME  ADDRESS  TELEPHONE

Emergency Contact (name and address and telephone) [Note: These people may be contacted to verify particulars.]

First Contact  NAME  ADDRESS  TELEPHONE

Second Contact  NAME  ADDRESS  TELEPHONE

## PRIVACY

10. You agree that for the purpose of this Offer, the Owner or Agent may make enquiries of the persons given as referees, next of kin or emergency contacts by You, and also make enquiries of such other persons or agencies as the Owner may see fit.

The personal information You give in this Offer or collected from other sources is necessary for the Owner or Agent to verify Your identity, to process and evaluate the Offer, to manage the tenancy and to conduct the Agent's business. Personal information collected about You in this Offer and during the course of the tenancy if the Offer or Option is successful may be disclosed for the purpose for which it was collected to other parties including to the Owner, referees, other agents, third party operators of tenancy reference databases, and prospective buyers of the Premises. Information already held on tenancy reference databases may also be disclosed to the Agent or Owner. If You enter into the Lease or You fail to comply with your obligations under this Offer, the Option or the Lease that fact and other relevant personal information collected about You during the course of this Offer, Option or the Lease may also be disclosed to the Owner, third party operators of tenancy reference databases or other real estate agents.

If You would like to access the personal information the Owners or Agent holds, you can do so by contacting the Agent.

You can also correct this information if it is inaccurate, incomplete or out-of-date. If the information in this Offer, Option or the Lease is not provided, the Agent may not be able to process the Offer properly or manage the tenancy properly.

Initial

**YOU MUST UNDERSTAND THAT IF YOU DO NOT PROCEED WITH THE LEASE AFTER ACCEPTANCE OF THIS OFFER BY THE OWNER THEN THIS WILL RESULT IN FORFEITURE (LOSS) OF THE OPTION FEE TO THE OWNER.**

Initial

Your Signature (**First Person**)  Date  /  /

Your Signature (**Second Person**)  Date  /  /

Your Signature (**Third Person**)  Date  /  /

**PART B**  
**(To be completed by the Agent)**

**OFFER OF OPTION TO LEASE TERMS AND CONDITIONS**

**1. OFFER OF OPTION TO OWNER**

By Signing this document You offer to the Owner an Option to lease the Premises. The Option to Lease is created by the Owner's notification to You whether in writing or verbally that the Offer is accepted by the Owner.

The Option Fee payable with this Offer, will be the amount of \$ . The period of the Option will commence from and include the date of the acceptance of Your Offer by the Owner and continues until 4pm two (2) Business Days after the date of acceptance of Your Offer.

**IF OFFER ACCEPTED**

2. (a) If Your Offer is accepted by the Owner, You can exercise the Option by either:
- (i) executing the Lease; or
  - (ii) taking possession of the Premises with the Owner's consent; or
  - (iii) giving a notice in writing to the Owner exercising the Option; whichever occurs first.
- (b) You will not be entitled to occupation of the Premises until:
- (i) vacant possession is provided by the current occupant of the Premises;
  - (ii) the Lease is signed by You; and
  - (iii) the payment of all monies due to be paid by You has been paid prior to occupation of the Premises, whichever is the later.
- (c). The following amounts are payable prior to You signing the Lease or prior to taking possession of the Premises whichever is the earlier:

**AMOUNTS PAYABLE** (if Option to Lease exercised)

1. Security bond of	\$	<input style="width: 95%;" type="text"/>
2. Pet bond (if applicable)	\$	<input style="width: 95%;" type="text"/>
3. Rent paid to <input style="width: 30px;" type="text"/> / <input style="width: 30px;" type="text"/> / <input style="width: 30px;" type="text"/>	\$	<input style="width: 95%;" type="text"/>
<b>4. Total due</b>	<b>\$</b>	<input style="width: 95%;" type="text"/>
5. Less the Option Fee (paid on making the Offer) -	\$	<input style="width: 95%;" type="text"/>
<b>6. BALANCE OWING</b> ( <i>cash or financial institution cheque only</i> )	<b>\$</b>	<input style="width: 95%;" type="text"/>

if Option to Lease is exercised by You.

## IF OFFER ACCEPTED, LOSS OF OPTION FEE IF YOU DON'T PROCEED

3. Acceptance of this Offer is subject to the approval of the Owner in the Owners absolute discretion.

**IF YOU DO NOT PROCEED WITH THE LEASE AFTER ACCEPTANCE OF THE OFFER BY THE OWNER THEN THIS WILL RESULT IN FORFEITURE (LOSS) OF THE OPTION FEE TO THE OWNER.** If you do not exercise the Option, then the Option Fee is the property of the Owner pursuant to section 27 (2) (a) of the *Residential Tenancies Act 1987*.

## IF OFFER ACCEPTED AND YOU DO PROCEED

4. (a) Upon the exercise of the Option to Lease, You must execute the Lease. The Lease will be the "REIWA Standard Residential Property Lease" (a copy of which can be viewed on reiwa.com.au) but will also include the Owner's Special Conditions set out here or included in or attached to this document.

### OWNER'S SPECIAL CONDITIONS OF LEASE:

The following Owner's Special Conditions will apply to the Lease if the Offer is accepted, and the Option exercised:

- (b) The Option Fee paid by You is credited to the rent payable pursuant to the Lease.
- (c) You agree to pay the rent one rent period in advance except for the first two weeks rent which is payable prior to the commencement of the Lease.
- (d) You acknowledge that You are responsible for the insurance of Your own contents. You should arrange Your own insurance to cover Your own contents and determine if the insurer covers damage to Premises caused by a waterbed or the escape of water from a waterbed.
- (e) You acknowledge and agree that the Owner will carry out all inspections of the Premises in normal business hours.

## DEFINITIONS

5. (a) "**Business Day**" means any day except a Sunday or public holiday in Western Australia.  
"**Owner**" means the owner of the Premises.  
"**Agent**" means the real estate agent appointed by the Owner to lease and manage the Premises.  
"**You**" or "**Your**" means the person or persons making the Offer to enter into an Option to Lease the Premises.  
"**Offer**" means this Offer to enter into an Option to Lease the Premises.  
"**Option to Lease**" means the option to lease the Premises created if the Owner accepts your Offer to enter into an Option.
- (b) All acts and things which the Owner is required or empowered to do may be done by the Owner or their Agent. Notices to the Owner must be served on the Agent unless otherwise directed by the Owner.