

Club Lease Checklist



- ★ Read your Council's ***Leasing and Licensing Policy***.
- ★ Read the SA Local Government Association's ***Guide for Leasing or Licensing Sports and Community Facilities*** – it's written for elected members and staff of Councils, but it will give you invaluable insight into their thinking.
- ★ Read the SA Small Business Commissioner's **[Retail & Commercial Leasing Guide](#)**.
- ★ **Contact [Clubs SA](#)** – for general information and recommendations for expert assistance.



New Lease

- Do we understand Council's Leasing and Licensing Policy?
- Do we understand the type of agreement being proposed – Lease, Licence or Management Agreement; Head-lease or Sublease; or something different? (We'll use the term 'lease' here.)
- Does the proposed new lease fit with our Club's Objectives and our Strategic & Financial Plans?
- Is the area to be leased clearly defined?
- Will we have exclusive use or shared use?
- Are we allowed to have sub-tenants?
- Does the *Retail and Commercial Leases Act 1995* apply and do we understand what this means?
- Can we apply for a Liquor Licence / relocate our liquor licence?
- Do we understand how the rent/fees are calculated?
- Do we have to pay rates or other costs (ie 'outgoings') on top of the rent/ fees?
- Is the period of the lease (and renewals) sufficient for us to meet our activity and financial plans?
- Are there other conditions we have to meet before we can sign a lease?
- Are the insurance responsibilities clear?
- Are the responsibilities for maintenance and repairs of the building and grounds, plant and equipment etc clear?

- During the lease period, how often will Council inspect the property?
- Are we able to improve the property?
- What changes in the lease terms if we improve the property?
- If it is a shared use agreement, have we discussed and worked out what this means in practical terms for all the parties?
- During the lease period, what other conditions/KPIs set by Council will we have to meet?
- During the lease period, what reports will we need to provide?
- During the lease period, can we schedule at least an annual catch-up meeting with Council to discuss any problems or opportunities?
- Are the dispute resolution processes clear and acceptable?
- What do we need to negotiate with Council within the proposed new lease before we can responsibly agree to sign?
- Have we considered all the impacts on our current activities and resources if we sign this lease?
- Are we confident we'll have the funds, skills and experience to manage our obligations?
- Are we confident that the lease gives measurable benefit to our Club?
- Last step - has our Board/Committee resolved by motion that we sign the lease?



6 months before any lease is due for renewal

- What changes do we want to the current lease?
- What changes is the Council proposing for the site or associated activities?
- If it's a shared agreement, what changes are other parties proposing for the site or associated activities?
- Repeat New Lease questions to understand what changes Council is proposing to the rent and other payments.
- Repeat New Lease questions to understand what changes Council is proposing to the other terms of the lease.
- Does the proposed renewed lease still fit with our Objectives and our Strategic & Financial Plans?
- What do we need to negotiate with Council within the current lease or the proposed new lease before we can responsibly agree to renew?
- Are we still confident we have the funds, skills and experience to manage our obligations?
- Are we still confident that the lease gives measurable benefit to our Club?
- Last step - has our Board/Committee resolved by motion that we renew the lease?



Don't assume anything - this is a legally binding document!

- ✓ Do insist that your Club be given enough time to:
 - do your homework
 - ask questions and get full answers
 - get expert advice
 - consider all the advantages, disadvantages, risks and benefits.
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- × Don't sign unless the lease demonstrates a good deal for your Club.