

APPENDIX 1 OF PART D
CHECKLIST
(REFERRED TO IN PARAGRAPH 1.1 OF PART D)

(Note: Landlord must complete and provide the Checklist to tenant together with the first draft of the lease agreement in respect of Qualifying Retail Premises. Where there are any deviations in any of the Leasing Principles, landlord must indicate the same by checking the box under “Deviation” column and may include remarks under the “Remarks” section. Please ensure that one box is checked for every item in this Checklist.

The Code of Conduct allows for certain deviations in the Leasing Principles to be mutually agreed and for which a declaration of deviation must be submitted to FTIC. These are indicated with an asterisk ().*

If landlord and tenant mutually agree to the deviation, kindly initial in the two boxes below the check box. Please do not initial in the box if you do not agree to the deviation.

If a Leasing Principle is not applicable to the lease agreement, parties must indicate this by checking the box indicating that it is “Not Applicable”, e.g. if the rental formula in the lease agreement does not comprise a GTO Rent, the “Not Applicable” section under S/N 2.2 must be checked.)

S/N	Leasing Principle	Code - Compliant	Deviation from Code requiring submission of declaration to FTIC?	Not Applicable		
PART B OF CODE OF CONDUCT: LEASING PRINCIPLES FOR KEY TENANCY TERMS						
1.	* Exclusivity	<input type="checkbox"/> To check if there is no exclusivity clause	<input type="checkbox"/> <table border="1" style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;">Landlord</td><td style="width: 50%; text-align: center;">Tenant</td></tr> </table> To initial if deviation is agreed	Landlord	Tenant	-
Landlord	Tenant					
	Remarks:					
2.	Costs to Prepare the Lease Agreement and Third Party Costs					
2.1	General Principles on all Costs	<input type="checkbox"/>	-	-		
2.2	Point-of Sales system (POS system)	<input type="checkbox"/>	-	<input type="checkbox"/> To check if landlord does not require integration of tenant's POS system with landlord's POS system		
2.3	Costs to Prepare the Lease Agreement	<input type="checkbox"/>	-	-		
2.4	Fees for Tenant-Initiated Requests	<input type="checkbox"/>	-	<input type="checkbox"/>		

S/N	Leasing Principle		Code - Compliant	Deviation from Code requiring submission of declaration to FTIC?	Not Applicable
					To check if there are no ancillary documents arising from tenant-initiated requests at time of lease preparation
	2.5	Third Party Costs			
	2.5.1	General Principles on Third Party Costs	<input type="checkbox"/>	-	-
	2.5.2	Sales Audit Fees	<input type="checkbox"/>	-	<input type="checkbox"/> To check if the rent payable to landlord does not comprise GTO Rent
	2.5.3	Public Liability Insurance	<input type="checkbox"/>	-	<input type="checkbox"/> To check only if the floor area of the leased premises is more than 15,000 square feet
	2.5.4	Electricity Charges	<input type="checkbox"/>	-	-
3.	Advertising and Promotion Charge and Service Charge		<input type="checkbox"/>	-	<input type="checkbox"/> To check if there is no A&P charge and no service charge payable to landlord
4.	Pre-termination by Landlord due to Landlord's Redevelopment Works		<input type="checkbox"/>	-	<input type="checkbox"/> To check if landlord does not require the right to pre-terminate the lease for redevelopment works
5.	* Sales Performance		<input type="checkbox"/> To check if there is no sales performance clause	<input type="checkbox"/> Landlord Tenant To initial if deviation is agreed	-
	Remarks:				
6.	Pre-Termination by Tenants		<input type="checkbox"/>	-	<input type="checkbox"/> To check if tenant does not require the right to pre-terminate the lease for exceptional conditions Tenant

S/N	Leasing Principle	Code - Compliant	Deviation from Code requiring submission of declaration to FTIC?	Not Applicable				
				To initial above if tenant is not trading under the brand name of a principal or franchisor				
7.	* Security Deposit	<input type="checkbox"/> To check if security deposit does not exceed 3 months' gross rent	<input type="checkbox"/> <table border="1"> <tr> <td>Landlord</td><td>Tenant</td></tr> <tr> <td colspan="2">To initial if deviation is agreed</td></tr> </table>	Landlord	Tenant	To initial if deviation is agreed		<input type="checkbox"/> To check only if floor area of premises is more than 5,000 square feet and/or lease term is more than 3 years or if 3 months' gross rent is equal to or less than \$500
Landlord	Tenant							
To initial if deviation is agreed								
Remarks:								
8.	Floor Area Alterations	<input type="checkbox"/>	-	<input type="checkbox"/> To check only if lease is a renewal lease or if the agreed floor area is equal to or less than 300 square feet				
9.	Building Maintenance	<input type="checkbox"/>	-	<input type="checkbox"/> To check only if the lease agreement does not contain any obligation on landlord to maintain the building, or such part(s) of the building, which is/are owned by landlord				
10.	*Rental Formula	<input type="checkbox"/> To check if rental formula is a single rental formula (i.e. <u>not</u> an "either/or" formula, and <u>does not</u> have a GTO component if GTO is more than S\$Z)	<input type="checkbox"/> <table border="1"> <tr> <td>Landlord</td><td>Tenant</td></tr> <tr> <td colspan="2">To initial if deviation is agreed and to select and complete the alternative agreed rental formula in the section below</td></tr> </table>	Landlord	Tenant	To initial if deviation is agreed and to select and complete the alternative agreed rental formula in the section below		-
Landlord	Tenant							
To initial if deviation is agreed and to select and complete the alternative agreed rental formula in the section below								
<p><u>Agreed Rental Formula</u></p> <p><input type="checkbox"/> S\$ XX psf <u>or</u> Y% of GTO, <u>whichever is higher</u></p> <p><input type="checkbox"/> (S\$XX psf + Y% of GTO) <u>or</u> Z % of GTO, <u>whichever is higher</u></p> <p><input type="checkbox"/> S\$XX psf + Y % of GTO above S\$XY per month</p> <p><input type="checkbox"/> Others: _____</p>								

S/N	Leasing Principle	Code - Compliant	Deviation from Code requiring submission of declaration to FTIC?	Not Applicable
PART C OF CODE OF CONDUCT: LEASING PRINCIPLES FOR CONFIDENTIALITY CLAUSES AND DATA TRANSPARENCY				
11.	Confidentiality clauses in lease agreements shall apply to both landlord and tenant	<input type="checkbox"/>	-	<input type="checkbox"/> To check only if there is no confidentiality clause binding on both parties
12.	Sales data metrics by trade category are provided by Landlord at new lease negotiation	<input type="checkbox"/>	-	<input type="checkbox"/> To check only if landlord do not collect sales data from tenants as part of the GTO Rent formula
13.	Landlords must share such sales data on a bi-annual basis during the lease term	<input type="checkbox"/>	-	<input type="checkbox"/> To check only if landlord do not collect sales data from tenants as part of the GTO Rent formula