



AGREEMENT OF LEASE

Memorandum of agreement made and entered into by and between

MAXIMISE Property Group

Referred to as the LESSOR with domicilium citandi et executandi

ADDRESS

Unit 3, Bracken Manor, Paradys Street, Brackenfell, 7560

And

NAME:

IDENTITY NUMBER

Referred to as the LESSEE with domicilium citandi et executandi

Address

.....
.....
.....

THE LESSOR HEREBY LETS TO THE LESSEE WHO HIRES THE PREMISES ON THE FOLLOWING TERMS AND CONDITIONS

1. DURATION

The lease shall be for a period ofmonths, commencing on

and terminating on

The parties shall have the right to renew/cancel this lease provided that notice (in writing), either to renew or vacate, is given at least 2 (two) calendar months before the termination of this lease.

Should the renewal option be exercised in terms of the provisions hereof, the rent for such period, payable similarly, shall escalate by 10 (ten) percent per annum.

2. DEPOSIT

The LESSEE shall on signature of this lease agreement deposit to the LESSOR the sum of R

(.....)(this amount also includes a **R180** key deposit) Which sum will be held in trust by the LESSOR.

The LESSOR shall be entitled to apply the deposit at any time to liquidate any indebtedness of the LESSEE to the LESSOR. Such indebtedness may include, but will not necessarily be limited to, arrear rental or damages caused to the premises.

In the event of a deposit being applied as set out in 2.1 above, or in the event that rental is increased at any time during the currency of the agreement or extension or renewal period thereof, the LESSEE shall immediately increase the deposit to an amount that is equivalent to the monthly rental payable by the LESSEE.

It is specifically recorded that the deposit may not be applied by the LESSEE as payment for the last month's rental or for any other rental due to the LESSOR in terms of this lease, without the prior written consent of the LESSOR. The balance of the deposit (if any) shall be refunded to the LESSEE not later than 14 days after termination of the lease.

3. RENT

The monthly rental payable by the LESSEE shall be the sum of R_____ (_____) per month including VAT @14%, payable monthly in advance without any deductions or set-off for any cause whatsoever, on the **first working day** of each and every month in the account of;

ACCOUNT NAME	:	Amakhaya Investments CC
BANK	:	ABSA
BRANCH	:	N1-City
BRANCH CODE	:	420-410
ACCOUNT NUMBER	:	406 0124 125
REFERENCE NUMBER	:	_____

- 3.1 Any payment of rental received after the 1st working day of the month for which the rental is due, shall be subject to a surcharge of **R180.00 (ONE HUNDRED AND EIGHTY RAND)** to cover collection and additional administration costs, which surcharge the LESSEE hereby, acknowledges being fair and reasonable. If the payment is not received on the due date, the LESSOR will have the right to the following administration costs regarding follow up for payments: **R30.00 (Thirty Rand)** per SMS, telephone call or letter.
- 3.2 Whenever the rates are increased during the lease period, the LESSOR may by written notice to the LESSEE increase the monthly rent for the premises by an amount, which bears the same ratio to the increase in rates.
- 3.3 The LESSOR shall pay all rates, taxes and or levies, plus VAT thereon, in respect of the premises. Should any of these increase during the currency of the Agreement of Lease, the LESSOR shall have the right to increase the rental by a percentage pro rata to such increase.
- 3.4 The LESSEE is responsible for payment of any bank costs incurred by the LESSOR due to cash deposits, cancelled cheques or any other bank cost. It may be deducted from the deposit at the end of the lease period.
- 3.5 The LESSEE is responsible for all legal costs incurred in any process undertake by the LESSOR in order to recuperate any outstanding amounts. Such legal proceedings may be started without notification if the LESSEE is still in breach of contract after the 7th of the month.
- 3.6 The LESSEE shall not withhold, defer, or make any deduction from any payment due to the LESSOR, whether or not the LESSOR is indebted to the LESSEE or in breach of any obligation to the LESSEE.
4. The LESSEE shall pay the costs of drawing this agreement on signature hereof, in the amount of **R450.00 (Four Hundred and Fifty Rand)** to the LESSOR.
5. Within **7 (Seven) days** of taking occupation the LESSEE shall advise the LESSOR in writing of any defects in the premises for record purposes. Failing to comply with this condition shall be deemed an acknowledgement on the part of the LESSEE that he/she received the premises in good order and condition.
6. **The LESSOR shall** pay all rates, taxes and or levies plus VAT thereon, in respect of the premises.
- 6.1 The LESSOR shall keep the outside walls and roofs in order, but shall not be responsible for damage to any of the LESSEE'S possessions as a result of any defect of any nature whatsoever whether patent or latent in the outside wall and roof. The LESSOR shall not be liable for any damage caused by water leakage on the premises regardless of the nature and cause of such water leakage.
- 6.2 The LESSOR shall keep the premises insured against damage caused by fire and other usual risks under terms of insurance customarily applicable to premises of this nature. In the event of premises being damaged or destroyed so as to render it unfit for the purpose for which it was leased, the LESSEE shall be entitled to a total or partial remission of his rent according to the period for which he is deprived of the beneficial occupation of the premises, but the LESSEE shall not have any claim upon the LESSOR for damages in consequence of any such deprivation.
- 6.3 The LESSEE shall not use any apparatus or any trade or process, nor keep any combustibles or hazardous goods on the premises, which would in any way vitiate the LESSOR'S insurance policies.

- 6.4 The LESSOR shall be responsible for all maintenance repairs related to hot water cylinders on the premises.
- 6.5 The LESSOR shall be entitled to inspect the premises at all reasonable times and to make any repairs and alterations as are deemed necessary for the safety, preservation or improvement of the premises, both externally and internally.

7 The LESSEE shall

- 7.1 Be responsible for the maintenance of the interior of the premises and undertakes to deliver the premises at termination of lease in the same conditions as received, ordinary wear and tear excepted. All carpets on the premises are to be professionally cleaned by the LESSEE on vacation of the premises.
- 7.2 Should the premises not be delivered back on termination of this lease in the same condition as received The LESSEE will be obliged to pay damages, being the equivalent of the monthly rental of part thereof, in respect of the period for which the new tenant cannot take occupation of the premises whilst the LESSOR restores the premises to the same condition that they were in at the commencement date of the lease, fair wear and tear excepted.
- 7.3 Keep and maintain all sewage pipes, water down pipes, guttering and drains free from obstruction and blockage and shall remove, at his costs, any blockage or obstruction therein.
- 7.4 Keep the grounds of the premises in a clean and tidy condition and free from all litter.
- 7.5 Not cut or remove trees or plants or effect any alteration to the gardens without the LESSOR'S prior written consent.
- 7.6 Keep the electrical system in good working order and conditions; fair wear and tear excepted.
- 7.7 Clean the carpets and floor coverings regularly, it being recorded that these items shall be replaced completely at the expense of the LESSEE should the LESSEE damage them or deteriorate in a manner not commensurate with ordinary wear and tear.
- 7.8 The LESSEE shall be liable to pay all applicable fees and deposits for water, electricity, telephone, sanitary fees, refuse removal fees and any other services plus VAT thereon.
- 7.9 Not place or hang out any articles of washing, clothing or household linen on any window, porch, balcony, or on the outside of the leased premises other than the place set aside for the purpose.
- 7.10 Neither do nor permit to be done, in or upon the premises anything which, in the opinion of the LESSOR may be a nuisance to or which may in any way interfere with the quiet or comfort of the neighbourhood, nor contravene any Law or Regulation or Body Corporate Rule or any provisions of a Share Block Use Agreement.
- 7.11 Not cede or assign this Agreement of Lease, not sublet the premises or any portion thereof, nor part with possession of the premises, nor place any person in occupation of the premises, without the written consent of the LESSOR.
- 7.12 Be entitled to use the premises for residential purposes only nor shall the LESSEE allow the premises to be inhabited by more than _____ (_____) persons at any one time.
- 7.13 No alterations or additions whatsoever shall be made to the premises without the prior written consent of the LESSOR. If such consent is given the LESSOR shall be entitled, at his sole and absolute discretion, on termination of this Agreement of Lease to require the LESSEE to restore the premises prior to such alterations or addition. The LESSEE shall have no claim for any improvements or alterations and the LESSEE shall have no right to remove such improvements or alterations without the LESSOR'S written consent.
- 7.14 No sale by public auction shall be held on the premises.
- 7.15 No birds, animals or pets of any kind shall be kept upon any part of the premises without the written consent of the LESSOR.
- 7.16 The LESSEE shall provide proof of payment of any rental and or any amount due in terms of the lease agreement upon being requested to provide it by the LESSOR.

8 BREACH

- 8.1 Notwithstanding what is set out in this agreement of lease, should the LESSEE sub-let the premises without the LESSOR'S consent, the LESSOR shall be entitled to terminate the lease immediately without notice to the LESSEE and evict the LESSEE and any person occupying under him from the premises.
- 8.2 The LESSOR will be entitled to recover from the LESSEE all rentals paid to the LESSEE by any unauthorised sub-lessee.
- 8.3 Should the LESSEE breach this lease by failing to make any rental payment timeously, the LESSOR will be entitled, but not obliged, to cancel this lease forthwith and will be entitled on such cancellation to repossess the premises.
- 8.4 Any exercise of the LESSOR'S rights of paragraph 8.1 and 8.2 above will be without prejudice to any other right which the LESSOR may have in law in terms of this agreement, including any claim that the LESSOR may have for rental and or damages arising from the breach of this agreement of lease.
- 8.5 In the event of the LESSEE remaining in occupation of the premises after any cancellation of the lease by the LESSOR, whether such cancellation is disputed by the LESSEE or not, the LESSEE will be obliged to continue to pay all rental and all other charges of this agreement of lease, until such time as the LESSEE vacates the premises.
- 8.6 The LESSEE agrees that should he/she be in default to any of the paragraphs 8.1-8.5 in this agreement, the LESSOR may issue a summons for any outstanding monies without any further written notice. This summons will include an immediate rental interdict (Article 21), and will be served at the chosen domicilium citandi et executandi.
- 9 The LESSOR shall not be liable to the LESSEE for any injury or loss or damages of any description which the LESSEE or any member of the LESSEE'S family, or employee or servant, or relative, friend or acquaintance, visitor, invitee or guest of the LESSEE may sustain directly or indirectly in or about the premises arising from any cause whatsoever. The LESSEE hereby accepts responsibility for, and indemnifies the LESSOR, his employees, servants or agents against any claims for injury, loss or damage caused to any such person.

In the event that the LESSOR decides to sell or re-let the premises the LESSEE shall give to the LESSOR access to the premises at all reasonable times for purposes of showing prospective clients or LESSEE'S premises during the last 2 (two) months of the fixed period and of any renewal period, and – The LESSOR shall during the last 2 (two) months of the fixed period and of any renewal period, be entitled to affix a TO LET or FOR SALE notice in respect of the premises.

IF THE LESSEE, SPOUSE OF THE LESSEE OR ANY OTHER OCCUPANT UNDER THIS LEASE PURCHASE THE PREMISES DURING THE FIXED PERIOD OR ANY RENEWAL PERIOD OR WITHIN 90 DAYS OF EXPIRING OF ANY OF THESE PERIODS COMMISSION CALCULATED ON THE SELLING PRICE AT THE RECOMMENDED TARIFF OF THE INSTITUTE OF ESTATED AGENTS OF SOUTH AFRICA SHALL BE PAYABLE TO THE LESSOR TOGETHER WITH VAT PAYABLE THEREON.

- 10 The agreement of lease constitutes the sole and entire agreement between the parties who acknowledge that no warranty, representation, guarantee, term or condition of whatsoever nature, save as contained herein, has been made or given in regard to any matter affecting the agreement.
- 11 No variation of the terms and conditions of this agreement of lease of any consensual cancellation thereof shall be of any force or effect unless reduced to writing and signed by the parties.
 - 11.1 No indulgence which either party may grant to the other party shall constitute a waiver of any of the terms or conditions of these agreement of lease
 - 11.2 No concession or indulgence that may at any time be granted by the LESSOR whether in respect of time for payment of rental or otherwise, shall be deemed to be a waiver or estoppel of, or affect, prejudice or derogate from the rights of the LESSOR under this Agreement of Lease.
 - 11.3 The LESSEE agrees to the jurisdiction of the Magistrate's Court in which district the property is situated in relation to any legal proceedings arising from this agreement of lease or the cancellation thereof, notwithstanding that the subject matter or cause of action would otherwise be beyond the jurisdiction of the Magistrate's Court

- 12 Should two or more persons sign this lease agreement as LESSOR or LESSEE the said persons shall be jointly and severally liable in solidum for the due performance of their obligations, as the case may be, in terms of this lease agreement.
- 13 In the event of the LESSOR being obliged to take any legal steps against the LESSEE arising out of this lease agreement the LESSEE shall be obliged to pay on demand all costs, together with any VAT thereon, incurred by the LESSOR including collection commission, storage and other charges as well as legal costs on the scale as between Attorney and client.
- 14 Should the LESSEE be an alien as defined in terms of the Aliens Act, he warrants that he is in possession of a residence permit issued in terms of the said Act which is valid for the period of the lease agreement including renewal period.
- 15 The parties acknowledge that they have read and understood the contents of this lease agreement and that all queries relating hereto have been raised with and explained.

Signed at _____ on _____ 20_____

LESSOR

WITNESS

WITNESS

LESSEE

WITNESS

WITNESS