

### ANNEXURE A - SERVICE LEVEL AGREEMENT

#### OWNER'S DETAILS AND INSTRUCTIONS

Address of Property to be let

Full names of Owner/s:

\*\*Owner's Residential Address:

Owner's Postal Address:

Owner's Email Address:

Telephone (h)  (cell)  (w)

The owner a juristic person  Y  N VAT applicable:  Y  N

VAT registration number:

#### RENTAL TO BE PAID INTO:

Bank:  Branch:

Account number:  Type:

Name of account holder:

#### YOUR MONTHLY STATEMENTS: (please advise if we should pay any of these accounts on your behalf)

**Please note:** Regardless of whether we are required to pay these accounts on your behalf or not, we need a copy of the accounts to verify that the accounts are up to date.

Rates:  Y  N Levies:  Y  N Water:  Y  N Electricity:  Y  N

Any other instructions:

  

#### EMERGENCY: Who do we contact in an emergency if you are not available:

Name:

Contact Details:

### MAINTENANCE AUTHORITY

Maintenance to be arranged by:

Monetary amount expendable by Rawson Rentals

Alternative person to grant authority if landlord is not available

Insurance company:  Policy no.

Contact person:  Telephone no.

Banking Account details:

Pin if applicable:

Tax number:  Smoking:

### LANDLORD is to notify Insurance company that the property is leased

I choose the Managed Lease @  % plus VAT (unfurnished)\*  or  % plus VAT (furnished)\*

I choose the Unmanaged Lease @  % plus VAT (unfurnished)\*  or  % plus VAT (furnished)\*

(\*Please X the relevant box)

**\*\*FICA: In order to comply with FICA, please provide us with the below required documents, which ever is applicable:**

### NATURAL PERSONS:

1. certified proof of identification (e.g. RSA ID document or Foreign Passport)
2. certified proof of residential address, by way of a document that is less than 2 months old (e.g. a services account or similar)

### COMPANIES AND CLOSE CORPORATIONS:

1. iro a company: certified copies of Certificate of Incorporation / Memorandum of Incorporation/CM29 or Cor20 (proof of directors) and shareholder certificate to prove who the shareholders are.
2. iro a close corporation: certified copies of CK1 or CK 2
3. a statement of account reflecting business address/registered address, which is not older than 2 months.
4. **ALTERNATIVELY TO 2 – 4 above**, a CIPC printout, not older than 7 days
5. a bank statement of the company/ close corporation, for any refund of interest or deposit
6. certified proof of RSA ID's / Foreign Passports and proof of residence for all Directors / or Members
7. Resolution signed by all the Directors / Members authorising this transaction and appointing a signatory
8. certified proof of RSA ID's or foreign passports, and proof of residential address for all beneficial owners of the company / close corporation.

### **PARTNERSHIPS:**

1. certified proof of identification: **Every partners'** RSA ID or Foreign Passport
2. certified proof of residential address: statement of account for **every partner**, reflecting residential addresses, which is not older than 2 months.
3. a bank statement in the name of either: - the **partnership** or **ANY ONE partner** into whose account the interest or deposit must be paid.
4. certified proof of identification pertaining to the individual who is authorised to complete the questionnaire on behalf of the partnership (RSA ID or Foreign passport) and proof of residential address (i.e. a services account or similar document that is less than 2 months old)
5. such documentation giving the individual the authority to act on behalf of the partnership (i.e. an authorisation letter, power of attorney or similar)

### **TRUSTS:**

1. certified copy of the Trust Deed
2. certified copy of the **most recent** Letter of Authority from the Master
3. a statement of account, reflecting the Trust's main place of business, which is not older than 2 months.
4. a bank statement in the name of either:- the **Trust** or **ANY ONE Trustee into whose** account the rental / proceeds of sale must be paid.
5. certified proof of identification: RSA ID /Foreign Passport and proof of residential address, not older than 2 months of all of the following persons:
  - a. the person nominated to act for the Trust (and to complete the Questionnaire);
  - b. the Donor of the Trust;
  - c. every Trustee; and
  - d. every beneficiary
7. Resolution signed by all the Trustees, authorising the person to act on behalf of the Trust
8. If any Trustee is a company, FICA for the company will also be required.

### RAWSON RENTALS SERVICE OFFERING

**\*\* PLEASE DELETE WHICH OPTION IS NOT APPLICABLE:**

**\*\* Option 1 - MANAGED LEASE – RESPONSIBILITIES OF RENTAL AGENT:**

1. A Comparative Market Analysis of the monthly rental income potential of the property.
2. Advice on how to prepare the property for leasing.
3. Rawson Rentals will procure the tenant via:
  - a. Listing the property as being 'To Let' by way of open or exclusive mandate.
  - b. Taking photos of the property for marketing purposes.
  - c. Marketing the property through selected media, in office, and via current tenant databases and agency networks.
  - d. Presenting the property/ viewings at an open house or to individual potential tenants.
  - e. Facilitating the application process with potential tenants.
  - f. Financial qualification and reference checks of potential tenant/s.
  - g. Employment qualification.
  - h. Previous rental history checks.
4. A qualified tenant's application to lease the property will then be presented to the landlord for consideration.
5. Negotiation and conclusion of the Agreement of Lease between landlord and landlord-approved tenant.
6. Collection of the first month's rental, deposit and other amounts from the tenant as per the Agreement of Lease.
7. Investment of the deposit into an interest bearing trust account as prescribed by the RHA (Rental Housing Act) and EAAB (Estate Agency Affairs Act).
8. A joint Incoming Inspection with the tenant as prescribed by the RHA.
9. Check and sign off of the Inventory List (supplied by landlord) on a semi-furnished or furnished property.
10. The provision of a fully signed copy of the Agreement of Lease to the landlord and tenant. This will include a copy of the Incoming Inspection with photographs (if applicable) to both landlord and tenant.
11. If applicable, conduct rules are to be signed by tenant.
12. The ongoing collection of payments from the tenant according to the Agreement of Lease. This would include:
  - a. Monthly rental;
  - b. Monthly services and/or other amounts from tenant.
13. Payment to third parties, on behalf of the landlord, i.e. municipality/suppliers/ contractors.

14. The monthly lease management fee (agreed to at the onset of the lease), will be deducted from the tenant's monthly rent and the balance will be transferred to the landlords account.
15. Financial statements and administration as prescribed by the RHA and EAAB:
  - a. Regular statements will be sent to the landlord.
  - b. Regular statements will be sent to the tenant.
  - c. Where applicable, receipts to be provided to the tenant.
  - d. Safe-keeping of the lease file containing all relevant documents, invoices, receipts and correspondence for record purposes.
16. Regular inspections of the property as required, including photos and a regular inspection report, when necessary.
  - d. Take before and after photographs of work to be carried out.
  - e. Check and sign off repairs done and inform the landlord. Note that in case of emergency repairs, Rawson Rentals will accept the lowest quotation on behalf of the landlord.
17. Repairs and maintenance of the property on behalf of the landlord, with the commitment that Rawson Rentals will:
  - a. Obtain two quotations whenever required.
  - b. Contract the supplier for repairs and maintenance.
  - c. Arrange for a convenient time for work to be carried out with all parties concerned.
18. When it comes to termination and/or renewal of the lease, Rawson Rentals will send applicable notification of renewal/ termination of lease to the landlord and tenant as prescribed by the CPA (Consumer Protection Act). Both parties, landlord and tenant need to respond within the timeframe stipulated in the renewal letter.
19. In the case of lease renewal, Rawson Rentals will:
  - a. Negotiate the terms of the renewal of the lease with both the landlord and tenant.
  - b. Perform a pre-qualification on the tenant
  - c. Renew the Agreement of Lease on behalf of the landlord.
  - d. Collect the top-up deposit from tenant, if applicable.
  - e. Provide a fully signed copy of the renewed Agreement of Lease/Renewal Addendum to landlord and tenant.
20. In the case of the lease being terminated, Rawson Rentals will:
  - a. Terminate the Agreement of Lease on behalf of the landlord.
  - b. Arrange with the tenant to do the Outgoing Inspection on behalf of the landlord.
  - c. Repay the tenant the balance of damages deposit as per the Rental Housing Act.
  - d. Reconcile the municipal account/s and repay the balance of tenant's services deposit as per Rental Housing Act.

21. Identify refurbishment/damage of the property, if applicable, for the account of the tenant. In this regard, Rawson Rentals endeavours to:
  - a. Obtain quotations from preferred suppliers.
  - b. Contract a supplier for refurbishment/repairs.
  - c. Arrange for a convenient time for work to be carried out with all parties concerned.
  - d. Take before and after photographs of work to be carried out.
  - e. Check repairs are done correctly.
22. In all instances, Rawson Rentals will stay in regular contact with both the landlord and tenant to ensure the successful management of the lease.

**\*\* Option 2 - PROCUREMENT LEASE - RESPONSIBILITIES OF RENTAL AGENT:**

1. A Comparative Market Analysis of the monthly rental income potential of the property.
2. Advice on how to prepare the property for leasing.
3. Rawson Rentals will procure the tenant via:
  - a. Listing the property as being 'To Let' by way of open or exclusive mandate.
  - b. Taking photos of the property for marketing purposes.
  - c. Marketing the property through selected media, in office, and via current tenant databases and agency networks.
  - d. Presenting the property/viewings at an open house or to individual potential tenants.
  - e. Facilitating the application process with potential tenants.
  - f. Financial qualification and reference checks of potential tenant/s.
  - g. Employment qualification.
  - h. Checks on previous rental history.
4. A qualified tenant's application to lease the property will then be presented to the landlord for consideration.
5. Negotiation and conclusion of the Agreement of Lease between landlord and landlord-approved tenant.
6. Collection of the first month's rental, deposit and other amounts from the tenant as per the Agreement of Lease.
7. A joint Incoming Inspection with the tenant as prescribed by the RHA.
8. Check and sign off of the Inventory List (supplied by landlord) on a semi-furnished or furnished property.
9. The provision of a fully signed copy of the Agreement of Lease to the landlord and tenant. This will include a copy of the Incoming Inspection with photographs (if applicable) to both landlord and tenant.

Thereafter, the landlord will manage the property him-/ herself and all further communication will be between the Landlord and Tenant directly and not Rawson Rentals.

### TERMS AND CONDITIONS

1. The Landlord wishes to lease the Property, and accordingly **exclusively\*** appoints the Agency on the terms and conditions set out herein.
2. If the Landlord is a juristic person then the signatory warrants to be duly authorised to sign this agreement and agrees to be responsible for any amounts that the Landlord is required to pay to the Agency.
3. This Agreement, together with the Information Schedule and the Annexures, contains the entire agreement between the Landlord and the Agency, save for the applicable provisions in the Lease Agreement.
4. The parties agree that this Agreement cannot be changed unless the change is agreed in writing.
5. Should 6.3 of the Schedule be marked the Agency is entitled to a commission from the Landlord based on the percentage as set out in 7.1 and 7.2 of the Schedule.
6. Should 6.3 of the Schedule be marked the Agency is entitled to a commission from the Landlord based on the percentage as set out in 7.2 of the Schedule.
7. Should the lease continue beyond the initial period, including but not limited to, renewal or extension of the lease agreement, or a new lease agreement being concluded between the Landlord and the Tenant, then Rawson Rentals will be entitled to claim a Procurement fee, calculated at  % plus VAT of the Rental payable over the renewed, extended or new term, in the event that Rawson Rentals no longer manages the Property. In the case where the Agency continues management of the Property they will be entitled to both the Procurement and Management Fee as per clause 7.1 and 7.2.
8. In the event that a tenant elects to purchase the Property (whether during the period of the lease agreement or within 180 days thereafter) then the Agency shall be deemed to be the effective cause of the sale and the Landlord shall pay Rawson Rentals a fee in an amount equal to 7.5% of the purchase price of the Property, plus VAT.
9. The parties cannot hold each other liable for any loss, damage or injury which either party may suffer unless such loss, damage or injury is due to the gross negligence of the defaulting party or the defaulting party has breached the provisions of any legislation or Agreement.
10. In the event that the Tenant does not pay the monthly rental, the onus will rest on the Landlord to instruct Attorneys to institute or defend any legal action to demand payment or alternatively to evict the Tenant. The Agent will assist with the process, on receiving written instruction from the Landlord. All costs associated with any legal action taken, shall be for the Landlords account.
11. The Landlord hereby agrees to comply with the FICA Act and furnish the Agent with a suitable copy of his/her ID and proof of residential address.

**12 CONSUMER PROTECTION ACT:** The Landlord is aware that the Lease Agreement may fall within the ambit of the Consumer Protection Act, which gives the Tenant the right to legally cancel the Lease Agreement at any time, by giving the Landlord 20 business day's written notice of such cancellation. The penalties associated with cancellation are contained in the Lease Agreement. The Landlord will not hold Rawson Rentals responsible for this.

**13 MAINTENANCE AUTHORITY:** The landlord authorizes Rawson Rentals at its sole discretion to execute necessary repairs and maintenance on the landlord's behalf, provided that the cost of any such single repair or maintenance item shall not exceed the limit set out under maintenance authority in the above schedule, unless the prior approval of the landlord or the landlord's nominated representative for any expenditure in excess of the specified sum has first been obtained. Notwithstanding the foregoing, rawson rentals is specifically authorized to attend to repairs of an emergency nature at their sole discretion. Rawson rentals undertakes to ensure that only absolutely essential repairs or maintenance are undertaken, and that strict financial control there over shall be exercised.

LANDLORD 1 SIGNATURE  Witness

Signed at  on the  day of  20

\* Spousal signature (if required)  Witness

Witness

LANDLORD 2 SIGNATURE  Witness

Signed at  on the  day of  20

\* Spousal signature (if required)  Witness

Witness

We,  trading as **Rawson Rentals**, accept the benefits contained herein.

Authorised signatory: **Rawson Rentals**