

AGENT:  LEASE NR:

## AGREEMENT OF LEASE

### UNMANAGED LEASE AGREEMENT

The **TENANT** is (complete whichever option is applicable, and delete whichever sections do not apply):

**\*(i) a Natural Person**

Name and Surname:

ID / Passport number:

'TENANT 1'

Name and Surname:

ID / Passport number:

'TENANT 2'

*(The TENANT/S) jointly and severally in the case of joint TENANTS)*

**\*(ii) a Juristic Person**

Legal Name:

Registration Number:

Represented By:

The **LANDLORD** is (complete whichever option is applicable, and delete whichever sections do not apply):

**\*(i) a Natural Person**

Name and Surname:

ID / Passport number:

Address:

'LANDLORD 1'

Name and Surname:

ID / Passport number:

Address:

'LANDLORD 2'

*(The LANDLORD/S) jointly and severally in the case of joint LANDLORDS)*

**\*(ii) a Juristic Person**

Legal Name:

Registration Number:

Represented By:

Address:

### THE PROPERTY:

Street name and number:  Flat number:

Garage number:  Parking bay number:  Suburb:

IT IS HEREBY AGREED THAT THE ABOVE NAMED PARTIES SHALL LET AND HIRE THE ABOVE NAMED PROPERTY ON THE TERMS AND CONDITIONS CONTAINED HEREIN, AND THAT THE FOLLOWING ANNEXURES SHALL FORM AN INTEGRAL PART OF THE AGREEMENT:

Pre-occupation inspection list

\* Conduct Rules

\* Inventory of furniture and equipment

All references herein to "**Rawson Rentals**" mean:   
trading as a **Rawson Rentals** franchise.

### Amount payable by the TENANT on signature hereof to RAWSON RENTALS:

Admin fee (incl VAT):	<input type="text" value="R"/>
Damages deposit:	<input type="text" value="R"/>
Service deposit:	<input type="text" value="R"/>
First month's rent:	<input type="text" value="R"/>
Application fee (incl VAT):	<input type="text" value="R"/>
Gate Remote / Key deposit	<input type="text" value="R"/>
<b>TOTAL</b>	<input type="text" value="R"/>

### CONSUMER PROTECTION ACT NOTICE

The Consumer Protection Act 68 of 2008 (hereinafter referred to as the "CPA") will not apply to lease agreements entered into between juristic persons, regardless of their asset value or annual turnover. Section 14 of the CPA will only apply to lease agreements entered into for a fixed term.

In complying with the Consumer Protection Act 68 of 2008, together with the Regulations thereto, certain portions of this lease agreement have been printed in bold italics. The reason for this is to specifically draw the TENANT'S attention to these clauses as they either:

- (i) limit in some way the risk or liability of the Landlord or any other person;
- (ii) constitute an assumption of risk or liability by the Tenant;
- (iii) impose an obligation on the Tenant to indemnify the Landlord or any other person for some cause; or
- (iv) is an acknowledgement of a fact by the Tenant.

The TENANT is required to ensure that before signing this lease agreement that he has read, understands and agrees to all the terms of this written agreement, not only the sections in bold.

In the event that this lease agreement is found not to fall within the ambit of the CPA, or if residential lease agreements are exempted from the operation of the CPA at any time, the TENANT'S rights to cool off and clause 33 do not apply.

### 1. DIRECT MARKETING AND COOLING OFF:

- 1.1 In terms of section 16 of the Consumer Protection Act, if this lease agreement was concluded as a result of direct marketing, the TENANT has the right to cancel the agreement without reason or penalty, by written notice, within 5 business days after the agreement has been concluded or after occupation of the premises has been taken.
- 1.2 *The TENANT warrants that this lease agreement has not resulted from direct marketing and the LANDLORD enters into this transaction relying entirely upon such a warranty.*

**2. LEASE AND PREMISES:** The LANDLORD lets and the TENANT hereby hires from the LANDLORD the property, more fully described as:  ("the property")

- 2.1 *In the event that the LANDLORD is, for any reason beyond his control (with the exception of the LANDLORD'S negligence) unable to furnish the TENANT with vacant occupation of the property on the commencement date of the lease, the LANDLORD shall not be liable for any damages suffered by the TENANT as a result of this.*
- 2.2 The TENANT shall however have the option either to wait for vacant occupation to be available or cancel the lease without penalty. In the event that the TENANT decides to wait for vacant occupation of the property, the TENANT shall not be liable for rental or any other amounts for the period during which the TENANT was denied vacant occupation.
- 2.3 In the event that the TENANT decides to wait for vacant occupation of the premises, the LANDLORD undertakes to advise the TENANT as soon as reasonably possible when the TENANT can take vacant occupation of the property.
- 2.4 The LANDLORD shall deliver the leased premises to the TENANT in the same condition it was in when viewed by the TENANT, prior to signing this Agreement.

### 3. LENGTH OF FIXED TERM LEASE:

\*(i) For a lease not exceeding 24 months:

The lease shall be for a fixed period of  months only, commencing on  20   
and terminating on  20  at 12h00.

\*(ii) For a lease exceeding 24 months:

This lease shall be for a fixed period of  months only, commencing on  20   
and terminating on  20  at 12h00,

and the following financial benefit to the TENANT has been agreed to between the LANDLORD and TENANT:


### 4. TERMINATION OF AGREEMENT ON EXPIRY OF FIXED PERIOD:

- 4.1 During the period no earlier than 80 business days and no later than 40 business days before the termination date of the fixed period of the lease, the LANDLORD, or his appointed Agent, shall send the TENANT written notice reminding the TENANT of this termination date.
- 4.2 This notice shall also advise the TENANT of the terms of the lease that will change in any way if the lease is renewed. These changes may relate to the rental, the new fixed term, or any other aspect of the lease.
- 4.3 In addition, the LANDLORD, or his appointed Agent, will advise the TENANT that the TENANT must, within 10 days of receipt of the notice in writing, either;
- 4.3.1 accept the terms proposed by the LANDLORD; or
- 4.3.2 reject the proposed terms and direct that the lease must finally terminate at the end of the lease period; failing which the lease will not terminate at the end of the lease period but will continue on all the terms as proposed by the LANDLORD, save that any period of renewal of the lease which the LANDLORD might have proposed will not apply and the Lease will from then continue on a month-to-month basis and be capable of termination by either party on one clear month's notice in writing to one another, which notice may be given at any time.

### 5. RENT:

5.1 The rental for the premises shall be the sum of R   
(  ) per month

and the TENANT hereby acknowledges such rental to be reasonable. The said rental shall be paid monthly, in advance, and cleared in the LANDLORD/Rawson Rentals bank account by no later than the first day of each and every month during the currency of this lease, without any deduction whatsoever, except as agreed herein. The TENANT agrees to pay by means of a Electronic Funds Transfer (EFT) or Bank deposit into the account of the LANDLORD being:

Beneficiary name	<input type="text"/>
Bank	<input type="text"/>
Account number	<input type="text"/>
Branch and Branch code	<input type="text"/>
Reference number	<input type="text"/>

- 5.2 If the TENANT pays cash, the TENANT shall be liable for any cash-handling fees incurred. The LANDLORD or his appointed agent shall furnish the TENANT with a written receipt for each payment received from the TENANT in terms of sections 5(3) (a) and (b) of the Rental Housing Act of 1999.
- 5.3 The first month's rental shall become due and payable immediately upon signature of the lease by the TENANT and the TENANT shall not be entitled to take occupation of the property prior to the payment of this amount.
- 5.4 The TENANT shall not under any circumstances be entitled in the final month of the tenancy to withhold payment of the rent or any portion thereof and to set off such payment against any deposit which the TENANT may have paid in terms of this lease.
- 5.5 Should the TENANT attempt to set off the deposit against any rental payments due, including the final month's rental, this shall be deemed to be indicative of the TENANT's intention to vacate the premises along with the goods to avoid payment of rent and the LANDLORD shall then be entitled to take steps to have the TENANT's goods attached and removed from the premises as security for such rental payment.
- 5.6 Should the term of the lease agreement exceed the initial period of 12 months, as agreed to in clause 3, then the rental for the premises shall escalate on an annual basis, on the anniversary of the commencement date, by  % per annum.

### 6. RATES:

- 6.1 The LANDLORD shall pay all rates and/or levies due in respect of the premises to the local authority, Body Corporate, Share Block Company or Home Owners Association concerned.
- 6.2 Should the rates and/or levies stated herein increase during the first 12 months of the lease period, the LANDLORD shall NOT have the right to increase the rental for the year. Should the lease continue beyond 12 months for whatever reason, the LANDLORD shall have the right to increase the rental amount herein by a percentage pro rata to the rates/levies increase.
- 6.3 The LANDLORD shall ensure that the municipal charges, levies, supply of services and relevant accounts are paid in full on the commencement date of the lease. The LANDLORD further undertakes to ensure that any historical items relating to the supply of services have been resolved prior to the commencement date.

\*delete whichever is not applicable and initial deletion

### 7. CONSUMPTION, USAGE PLUS BASIC CHARGES FOR MUNICIPAL AND/OR OTHER SERVICES TO THE PREMISES::

- 7.1 The TENANT shall pay as and when they become due, all charges for electrical current, gas consumption, water, services charges, sewerage, refuse, telephone charges and charges for the security system, if applicable, plus VAT thereon, in respect of the premises, and shall make all necessary arrangements and payments in that regard direct with the LANDLORD or his appointed agent and suppliers.
- 7.2 If the TENANT fails to make payment to the LANDLORD or the suppliers in terms of clause 7.1, and the supplier terminates said service, any reconnection fee shall in such instance be for the account of the TENANT. Any such termination shall be effected in accordance with all applicable laws.
- 7.3 Any failure by the TENANT to timeously pay any amount due to a service provider or to the LANDLORD, shall constitute a Material Breach of this Lease Agreement.

### 8. MAINTENANCE OF PREMISES, GARDEN AND SWIMMING POOL:

- 8.1 The TENANT shall be obliged, at all times, to maintain the property, its contents, fixtures and fittings in the same condition as they were at the inception of the lease agreement and shall return same to the LANDLORD in this condition at the termination of the lease, fair wear and tear excepted.
- 8.2 The LANDLORD shall keep and maintain all external walls, roof, plumbing (including any applicable flushing mechanism of all toilets on the premises), electrical fixtures and other structural parts of the property in good order and repair.
  - 8.2.1 *Should the condition of the external walls, roof or other structural parts of the property result in leakage or danger to the TENANT, then it shall be the obligation and duty of the TENANT to advise the LANDLORD of this in writing.*
- 8.3 The TENANT's liability shall include but not be limited to the repair and replacement of any damaged door handles, locks, keys, glass, mirrors, burnt out light bulbs, blown light bulbs, missing light bulbs, window fasteners, and water taps. Further, the TENANT shall take good care of all paintwork and fitted carpets and with the exception of fair wear and tear, shall be liable for the removal of all stains and marks found thereon during inspection by the LANDLORD or his appointed agent. The TENANT further undertakes to keep the premises clean and tidy and free from all rubbish.
- 8.4 The TENANT shall not knowingly or negligently cause or allow to be caused any obstruction or blockage or any failure of any sewerage pipe, water pipe, drains, gutters or other supply equipment and installations serving the premises and shall remove at the TENANT's own cost any obstruction or blockage which occurs in such pipes or drain as a result of the TENANT's actions or the actions of those he is responsible for. The TENANT shall, where necessary, have, at his own cost, such sewer, pipe or drain repaired or replaced, as the case might be.
- 8.5 In the event of the TENANT not maintaining the reasonable standard of the premises, garden and swimming pool, the LANDLORD shall give the TENANT 7 (seven) days written notice to effect the necessary repairs, failing which the LANDLORD reserves the right to effect such repairs on the TENANT's behalf, payment of which will be for the TENANT's account. Payment must be effected by the TENANT to the suppliers within 7 (seven) days of invoicing or directly to the LANDLORD within 7 (seven) days of being provided with proof of payment.
- 8.6 Should the LANDLORD in his sole discretion decide that the TENANT continues to fail to maintain the reasonable standard of the premises, garden and swimming pool, such failure to maintain shall be deemed to be a material breach of this agreement. As an alternative to invoking the terms of clause 16, the LANDLORD shall be entitled to appoint a professional service to maintain such premises, garden and/or swimming pool, and the monthly charge of this service shall be recoverable from the TENANT on demand, and thereafter, shall be paid by the TENANT monthly, in advance, along with and in the same manner as the rental.
- 8.7 The LANDLORD agrees to maintain the swimming pool pump and to effect any necessary repairs, unless it can be proved that the damages were caused by the TENANT. The LANDLORD shall supply all pool cleaning equipment, excluding chemicals.
- 8.8 The TENANT takes note that the swimming pool area may not have safety features restricting access to the area; the TENANT therefore guarantees to make his own arrangements to restrict access thereto, following any and all applicable rules and legislation not contained herein.
- 8.9 The TENANT shall keep the electric fence and gates to the leased premises in proper and good working order and free from interference by foreign objects or vegetation.

- 8.10 If the leased premises is in a security complex the LANDLORD shall be liable to supply to the TENANT, on request and at the LANDLORD's cost, a replacement remote access control, unless said damage or loss was caused by the TENANT in which instance it shall be supplied by the LANDLORD for the TENANT's account.

**9. USE AND OCCUPATION OF THE PROPERTY:** The property shall be used for residential purposes only and for no other purpose whatsoever and the TENANT shall not cause or permit any disorderly conduct of whatsoever nature upon the premises, nor permit the doing of any act, matter or thing in or about the premises which shall constitute or cause a nuisance or any inconvenience to the neighbours or any other person or persons.

### 10. PRE-OCCUPATION AND MOVING OUT INSPECTIONS:

- 10.1 The parties acknowledge that in terms of the section 5 (3) of the Rental Housing Act of 1999, a joint incoming inspection has to be done by both parties or their appointed agents before the TENANT takes occupation of the property. This inspection shall be done on  20 .
- A list of defects found during said inspection is to be attached to this agreement and initialled by all parties. Should the TENANT fail to be present at such time the property will be regarded to be in a perfect state of repair at the inception of the lease.
- 10.2 The joint moving out inspection will be done at a predetermined time on  20  and the TENANT will ensure that the premises is vacant at the time. Failure by the LANDLORD to inspect the dwelling in the presence of the TENANT it is deemed to be an acknowledgement by the LANDLORD that the dwelling is in a good state of repair, and the LANDLORD will have no further claim against the TENANT and the deposit together with interest in such situations will automatically be repaid as provided for in clause 11 hereof.
- 10.3 The recordal of any defect or damage in writing, does not constitute an acknowledgement by the LANDLORD to have the defect or damage remedied. The recordal is simply an acknowledgement that that defect or damage exists, and that the defect or damage was not caused by the TENANT.

### 11. DEPOSIT:

- 11.1 The TENANT agrees to pay a damages deposit of  R  
and a services deposit of  R  
on signature hereof, for any claim for damages. The TENANT shall not be entitled to take occupation of the property prior to the payment of the deposits.
- 11.2 The TENANT hereby instructs **Rawson Rentals** to retain the said deposits and place them in an interest bearing account, which interest shall accrue in favour of the TENANT.
- 11.3 The damages deposit plus interest thereon shall be refunded within the allowable time periods as contained in Section 5 (3) of the Rental Housing Act of 1999, after the TENANT has vacated the property on expiration of the lease, or after the damages caused have been repaired or rectified and all lost or broken keys have been replaced. The services deposit plus interest thereon will be kept until all municipal and service accounts have been received and outstanding amounts thereon have been paid in full by the TENANT to the LANDLORD.
- 11.4 The parties hereby indemnify **Rawson Rentals** against any claim whatsoever regarding said deposit.
- 11.5 In the event of a rental increase, or extension period thereof, the TENANT shall immediately increase the deposit amount equivalent to the increase in the rental at that point of time.
- 11.6 The deposit may not be utilised by the TENANT as payment for the last month's or any other rental due to the LANDLORD in terms of this Agreement.
- 11.7 On termination and/or cancellation of the lease, the LANDLORD shall apply such deposit and interest toward the payment of all amounts for which the TENANT is liable under the said lease, including the reasonable cost of repairing damage to the property which has occurred during the lease period and the cost of replacing lost keys or other items, and the balance of the deposit and interest, if any shall then be refunded to the TENANT by the LANDLORD.
- 11.7.1 The relevant receipts which indicate the cost which the LANDLORD incurred in carrying out such repairs or replacement, as contemplated above must be available to the TENANT for inspection as proof of such costs incurred by the LANDLORD.

11.7.2 The LANDLORD shall be entitled in his sole discretion to apply a portion of the deposit towards the costs of having the carpets in the premises professionally steam/dry cleaned on the termination of the lease.

11.8 Should no amounts be due and owing to the LANDLORD in terms of the lease, the deposit, together with the accrued interest, must be refunded by the LANDLORD to the TENANT, without any deduction or set off.

## 12. ALTERATIONS AND ADDITIONS:

- 12.1 The TENANT shall not make any alterations or additions, whether structural or otherwise, to the premises or to any portion thereof, nor shall the TENANT interfere with the electrical installations other than those provided and approved by the LANDLORD in writing. Further to the aforementioned, the TENANT shall not affix or connect any electric lamps, motors or heaters other than those designed for use for the electric current supplied to the property. Damage done to such electric installation shall be rectified by the TENANT, at the TENANT's cost.
- 12.2 If the LANDLORD consents in writing, to any alterations, additions or improvements to the premises or any portion thereof, ownership of such alterations, improvements or additions immediately vests with the LANDLORD without compensation to the TENANT.
- 12.3 The TENANT shall not drive or permit to be driven any nails or screws into the walls or ceilings of the premises in such manner as may damage the walls and ceilings or any portion of the premises.
- 12.4 The TENANT acknowledges herein that he/she has no claim of any nature whatsoever for any improvement, addition or alteration effected by the TENANT to the premises, and the TENANT has no right to remove any improvements, alterations or additions without the LANDLORD's written consent, which consent is in the absolute discretion of the LANDLORD.
- 12.5 The LANDLORD shall be entitled to his discretion, on termination of this lease agreement, to require the TENANT to restore the premises, as the premises were, prior to any alteration or addition and the TENANT shall be responsible for the expenses of such restoration.
- 12.6 Should the TENANT not rectify the damage, modification or alteration within a reasonable time period after notice by the LANDLORD to do so, the LANDLORD is entitled to rectify the damage immediately at the TENANT'S cost or appropriate same from any Deposit.

**13. NO ANIMALS:** No animals or pets of any kind shall be kept upon any part of the premises, without the prior written consent of the LANDLORD or his appointed agent. In the event that the TENANT may keep pets on the premises, the TENANT shall, on termination or cancellation of the lease, have the premises professionally fumigated immediately prior to the inspection date as contemplated in Clause 10.2 hereof.

## 14. COMMISSION:

- 14.1 The parties confirm that **Rawson Rentals** introduced the TENANT to the LANDLORD and/or the premises and therefore has been the effective cause of this lease agreement and is accordingly entitled to earn a commission on this lease agreement and any extension or renewal thereof.
- 14.2 The commission payable to **Rawson Rentals** by the LANDLORD is calculated at 10% (ten percent) plus VAT on the total value of the lease (the total rent payable by the TENANT for the entire duration of the lease) which commission is non-refundable.
- 14.3 **Rawson Rentals** is hereby authorised to deduct all commission from the first month's rent paid to the LANDLORD, should the commission due exceed the first month's rental, **Rawson Rentals** may deduct any balance owing from the second month's rental paid by the TENANT. The commission is not refundable. Should the TENANT fail to pay the rental due to the LANDLORD, **Rawson Rentals** would be entitled to claim the commission from the LANDLORD or deduct the claim from the TENANT in respect of rental due to the LANDLORD.
- 14.4 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 10% plus VAT of the rental payable over the renewed, extended or new term, in the event that **Rawson Rentals** no longer manages the property.

### 15. NO CESSION OR SUB-LEASE:

The TENANT shall not cede nor assign this lease nor sub-let the premises or any portion thereof, nor part with the possession of the premises or any portion thereof without the written consent of the LANDLORD. Should the LANDLORD in any way grant consent for sub-letting and/or cession, the TENANT acknowledges that he remains liable to the LANDLORD for the full rental and all obligations in terms of this agreement.

### 16. BREACH OF THIS LEASE AGREEMENT BY THE TENANT:

#### 16.1 Should:

16.1.1 the TENANT not pay the Rental or any other monies due in terms of this lease agreement on due date, or commit any other breach of the terms of this lease agreement: and

16.1.2 should the provisions of Section 14 of the CPA apply to this lease agreement and the TENANT is in breach of any other term of this lease agreement and remains in breach of such term for a period of 20 business days after despatch of a notice calling upon the TENANT to remedy such breach; or

16.1.3 should the provisions of Section 14 of the CPA not apply to this lease agreement and the TENANT breaches any other term of this lease agreement and remains in breach of such terms for a period of 7 calendar days after despatch of a notice calling upon the TENANT to remedy such breach;

then the LANDLORD shall be entitled at his sole discretion and without prejudice to any other rights in law to either claim specific performance in terms of this lease agreement or to cancel the lease agreement forthwith and without further notice claim arrear Rental, ancillary expenses and damages from the TENANT.

16.2 Should Section 14 of the CPA not apply, and should the TENANT breach any term of this lease agreement, whether such breach goes to the root of this lease agreement or not on more than 2 occasions, in any consecutive 12 month period, the LANDLORD shall be entitled, to cancel this lease agreement forthwith without further notice and claim possession of the Property, notwithstanding any previous waiver or anything to the contrary in this lease agreement. This right being exercised without prejudice to the LANDLORD's claim, for any arrear Rental and any other sums payable hereunder and for any damages which it may suffer by reason of such breach or cancellation.

### 17. BREACH OF THIS LEASE AGREEMENT BY THE LANDLORD:

17.1 If the LANDLORD commits a Material Breach of this Lease Agreement, the TENANT may apply to court:

17.1.1 for the recovery of any damages suffered by the TENANT as a result of such Material Breach; and

17.1.2 for specific performance by the LANDLORD of any obligation under this Lease Agreement.

17.2 The TENANT may also cancel this Lease Agreement, without penalty, if the LANDLORD does not remedy the Material Breach within 20 (Twenty) business days of notification sent to the LANDLORD in writing, instructing the LANDLORD to do so.

### 18. CONSEQUENCES OF CANCELLATION:

18.1 Upon cancellation by the LANDLORD, the TENANT agrees to vacate the property immediately and the LANDLORD shall be entitled to obtain repossession of the property and for that purpose to take whatever action as may be necessary for the eviction of the TENANT and/or any other occupant of the premises.

18.2 Should the defaulting party be the TENANT, and should the TENANT dispute the LANDLORD's right to cancel and remain in occupation of the property after date of cancellation, the TENANT shall continue to pay the rental, the municipal charges and any other amounts due in terms of the lease agreement as if the lease had not been cancelled. The LANDLORD shall be entitled to claim and accept payment of such amounts without prejudice to the LANDLORD's claim for cancellation. Should the matter be resolved in favour of the LANDLORD, the LANDLORD shall be entitled to retain such amounts as a part of the damages suffered as a result of the TENANT's holding over.

### 19. ACCESS TO THE PROPERTY:

19.1 The LANDLORD or his nominated agent shall be entitled to inspect the premises after reasonable notice, either verbally or by sms, at all reasonable times and in a reasonable manner and to make such repairs and alterations as are deemed necessary for the safety, preservation or improvement of the premises, both externally and internally.

19.2 The foregoing shall not limit the LANDLORD's rights to take any appropriate actions in respect of the premises, including gaining access, without notice in the case of emergency.

- 19.3 The TENANT further agrees to permit the LANDLORD and/or his duly authorised agent access to the property with prospective purchasers or tenants at all times during the currency of this lease, with reasonable notice given to the TENANT and agrees that they may display "for sale", "sold", "to let" and "let by" signs on the premises. The TENANT further undertakes to ensure that the premises are clean and tidy and presentable in the event that the LANDLORD or his duly authorised agent shows prospective tenants or buyers to the property.

## 20. INSURANCE / RISK:

- 20.1 *The TENANT shall not bring, nor permit to be brought, upon the premises any goods, furniture or effects which may by their nature increase the rate of insurance premiums or violate the fire insurance policy or which may be impregnated by any termite or any other wood destroying insect of any kind. Should the TENANT contravene this clause, this will amount to a material breach of the lease and the TENANT will be liable for any expense incurred or damages suffered by the LANDLORD.*
- 20.2 The LANDLORD shall insure and keep insured to the full value thereof the premises against risk of damage by fire.
- 20.3 *The TENANT shall be responsible, if he so desires, for effecting in his own name a Householders Comprehensive or other policy or policies to cover his/her personal effects, furniture and appliances upon the premises and shall pay the premiums in respect thereof.*
- 20.4 *The LANDLORD and his agent shall not be responsible for any loss or damage or any personal injury suffered by the TENANT or his family or invitees or employees on the premises, irrespective of whether such loss or injury is caused by fire, storm, riot, civil commotion, theft, robbery, accident or any other cause whatsoever, and the TENANT hereby indemnifies the LANDLORD and his agent and holds the LANDLORD and his agent harmless in respect of any such claim. This clause shall however not excuse the LANDLORD from liability for damages if such damage has been caused as a result of his gross negligence or if such damage has been caused by a failure on the part of the LANDLORD to honour his obligations as set out in clause 8 above.*

## 21. FIRE AND FLOOD:

- 21.1 In the event of a fire or flood occurring on the premises through no fault of either TENANT or LANDLORD, the TENANT shall be entitled to a total or partial remission of his/her rent according to the period during which he/she is deprived of the beneficial usage of the premises, but the TENANT shall not have any claim upon the LANDLORD for consequential damages.
- 21.2 If the property is totally destroyed, through no fault of either TENANT or LANDLORD, the parties agree that this agreement shall terminate and neither party shall have any claim whatsoever against the other person.

**22. NOISE AND NUISANCE:** The TENANT agrees to conduct him/herself in an orderly fashion so as not to cause a nuisance to his/her neighbours and the TENANT accepts full responsibility for any noise and/or nuisance caused by any person residing with or visiting the TENANT.

**23. FURNITURE AND EQUIPMENT:** Should the property be furnished and equipped, the LANDLORD hereby agrees to provide the TENANT with an inventory of such furniture and equipment which the TENANT will acknowledge on possession and the LANDLORD will inspect on termination of the lease. The TENANT hereby agrees that should any items then be found to be missing or damaged the TENANT shall be liable for the replacement or repair thereof, at the TENANT's cost and/or deductible from the damages deposit. The above will only take effect if this list was compiled and signed by both parties at the time of doing the pre-occupation inspection. Should no such list be attached to this Agreement the premises will be regarded to have been unfurnished at the inception of the lease.

**24. INTEREST ON LATE PAYMENT:** The TENANT hereby agrees that, should any rental not be received by the LANDLORD by the due date, being the 1st of every month, he/she will pay an interest charge of 2% per month of the Rental amount to the LANDLORD.

**25. LEASE COST:** The TENANT shall pay all costs and charges, for this document, on receipt of proof of the expense incurred by the LANDLORD, to **Rawson Rentals**.

**26. LEGAL COSTS:** In the event of it being necessary for the LANDLORD to take legal proceedings against the TENANT for any matter arising out of this lease, the TENANT shall be fully liable for all legal costs incurred on an attorney and client scale including tracing and collection fees.

**27. VAT:** Value Added Tax shall be added to all commissions, fees, charges and tariffs payable to **Rawson Rentals** in terms of this lease.

**28. DOMICILIUM:** The TENANT chooses the leased property as his/her domicilium citandi et executandi and consents to the jurisdiction of the magistrate's court in respect of any legal proceedings arising from this lease.

28.1 The TENANT chooses the leased property as his/her domicilium citandi et executandi and the LANDLORD chooses the address inserted on page 1 under his/her/its name.

28.2 The TENANT chooses the following email address: ; and

The LANDLORD chooses the following email address:

28.3 Without limiting the jurisdiction any other court might have, the parties consent to the jurisdiction of the magistrates court in respect of any legal proceedings arising from this lease.

28.4 A notice sent by one party to the other shall be deemed to have been received, on the same day if delivered by hand to the Address; on the 4th day after posting if sent by registered post to the Address; on the same day if delivered by e-mail or facsimile, provided that any party alleging non receipt shall bear the onus of proving same.

28.5 A notice duly received by a party shall be deemed to be adequate written notice, notwithstanding that it was not delivered to the chosen address.

**29. CARPETS:** The TENANT agrees to have the carpets professionally steam cleaned or dry cleaned on vacating the property and agrees that should he/she fail to do so the LANDLORD may instruct a professional person to do so at the TENANT's cost.

**30. CONDUCT RULES:** *The TENANT hereby agrees to strictly observe all Government, Provincial and Municipal Laws, Bylaws and Regulations applicable to the premises and the Conditions of Title of the premises and the rules of the Home Owners Association (if any) and / or the Body Corporate in the case of Sectional Title units. A copy of the Body Corporate or Home Owners Association Rules relating to the premises (if applicable) is to be annexed to this agreement and initialled by the TENANT. Should these rules change the TENANT should be informed and undertakes to be bound by such amended rules.*

30.1 Should the Tenant transgress any of the conduct or any other related rules of the Body Corporate or Home Owners Association or any such rules that may from time to time come into effect; it shall be construed as a material breach of the lease agreement and the Landlord may implement any term hereof in any manner it deems necessary. Should the Body Corporate or Home Owners Association fine or implement a penalty due to such breach the Tenant shall be held solely liable. The Landlord is entitled to invoice the Tenant for said amount and appropriate any payment, including the Deposit, by the Tenant to the fine or penalty.

**31. JURISTIC PERSONS:** In the event of the TENANT or LANDLORD being a juristic person, the signatory to this Agreement hereby binds himself/herself in his/her personal capacity as surety and co-principal debtor to the TENANT or LANDLORD for the due performance by it of its obligations in terms of this lease Agreement, simultaneously renouncing the benefits of the legal exceptions *non causa debiti* (no cause for the debt) and *non numeratae pecuniae* (no valuable consideration having been received) with which exceptions he/she acknowledges he/she is fully conversant.

**32. LANDLORD'S RIGHTS TO SUE:** In the event that the LANDLORD has mortgaged the premises and in the event that in terms of the mortgage bond or mortgage loan agreement the LANDLORD has ceded to the bondholder its rights in terms of this lease agreement, the parties agree as follows:

32.1 The TENANT acknowledges and confirms the LANDLORD's legal entitlement to institute proceedings in respect of any such claim, despite the cession;

32.1.1 The TENANT hereby waives and abandons any right to rely on such cession as a defense to any claim of the LANDLORD to enforce any rights in terms of this lease agreement including the right to obtain an eviction order;

32.1.2 If the bondholder claims the rental from the TENANT, and if the TENANT has already paid the rental to the LANDLORD, the LANDLORD hereby indemnifies the TENANT and holds the TENANT harmless in respect of the bondholder's claim.

### **33. CANCELLATION OF THIS LEASE AGREEMENT BY THE TENANT BEFORE THE EXPIRY OF THE INITIAL PERIOD OR ANY FURTHER FIXED-TERM PERIODFIXED**

- 33.1 Should Section 14 of the Consumer Protection Act apply to this lease agreement, the TENANT is entitled to cancel this lease agreement with 20 Business Days written notice. The LANDLORD shall however be entitled to claim back reasonable holding over damages in this regard, in the form of reasonable early cancellation penalty charges.
- 33.2 In the event of the TENANT exercising this right, the TENANT will become liable to the LANDLORD for a reasonable cancellation penalty.
- 33.3 *The parties hereby agree that the reasonable cancellation penalty shall include, but under no circumstances be limited, to the following:*
- 33.3.1 *An amount of three months rental;  
Please note: 3 months' notice does not replace the above penalty payable*
- 33.3.2 *An amount of R1 500,00 (excl VAT) being the agreed pre-estimate of costs to be incurred by the LANDLORD in procuring a replacement TENANT.*
- 33.4 The LANDLORD shall be obliged to take all reasonable steps to find a replacement TENANT to take over the premises. In the event that the LANDLORD does find another TENANT to take over the premises within 3 months after the cancellation in terms of this paragraph, the LANDLORD shall refund to the TENANT a proportionate amount of the penalty of three months rental.

### **34. CANCELLATION OF LEASE BY THE LANDLORD**

- 34.1 The LANDLORD may cancel this Lease with immediate effect and demand that the TENANT vacate the Premises immediately but in any event within a period of no more than 24 (Twenty Four) hours in the event that the LANDLORD, or the Body Corporate become aware of the fact that the TENANT is conducting any form of criminal or illegal activity or has contravened any law or by-law whatsoever, including but not limited to the Criminal Procedure Act 51 of 1977, the Counterfeit Goods Act 37, of 1997 and the Treatment of Substance Abuse Act 70, of 2008.
- 34.2 In the case of the clause 34.1 above, the LANDLORD shall not be obliged to prove the criminal or illegal activity in question, but shall be required to report such activity to the South African Police Service or any other applicable body, which reporting may be done anonymously. There shall be no obligation on the LANDLORD to prove such reporting to the TENANT or any third party.
- 34.3 In the event the TENANT provides the LANDLORD with incorrect information or documentation during the application process, or omits to provide any relevant information or documentation, whether intentionally or in error, the LANDLORD will be entitled to cancel the Lease with immediate effect. It is specifically recorded that all documentation and information provided or required during the application process from the basis upon which the LANDLORD concludes the Lease with the TENANT.

### **35. ALL OCCUPANTS OF THE PREMISES**

The TENANT confirms that all details of the applicants of the Premises have been completed in the Application to Lease document. Should there be any change to this, the TENANT undertakes to inform the LANDLORD of these changes in writing. This information is required in compliance with the requirements of The Prevention of Illegal Evictions from the Unlawful Occupation Land Act, should it, at some stage become necessary to institute eviction.

### **36. WARRANTIES BY THE PARTIES**

- 36.1 The LANDLORD hereby warrants that he is legally entitled to let the premises to the TENANT.
- 36.2 If the TENANT is a juristic person, i.e. a company, close corporation, trust or partnership, the TENANT warrants that it does not, by virtue of its asset value or annual turnover as at the time of the transaction, exceed the threshold value determined by the Minister in terms of Section 6 of the Consumer Protection Act (currently R2 000 000-00).

This is an important warranty by the TENANT as the LANDLORD would not have entered into this agreement with the TENANT on the same terms and conditions had the TENANT made proper disclosure of this issue to the LANDLORD.

36.3 By signing this lease agreement, each party hereby warrants and confirms that the meaning and consequences of all the provisions of this agreement were explained to them to their satisfaction and that they were given enough time to consider the terms of this agreement prior to signature.

**37. OTHER:** \_\_\_\_\_  
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**38. INDEMNITY:** The LANDLORD and the TENANT hereby indemnify **Rawson Rentals** against any claim which may arise against **Rawson Rentals** in connection with this lease.

**39. SURETY:** If the TENANT is a partnership/association, company, corporation, trust or any other incorporated body or juristic person, the lease agreement will be conditional on and subject to a director, member, partner, trustees or another person committing themselves in writing and signing as party to the deed of suretyship, on or before , on behalf of the TENANT, to the satisfaction of the LANDLORD. The LANDLORD reserves the right to perform any credit check on the person signing as surety on behalf of any entity or person.

**40. FEES PAYABLE TO RAWSON RENTALS IN THE EVENT OF A SALE:** In the event that the TENANT elects to purchase the Property (whether during the period of the lease agreement or within 180 days thereafter) then **Rawson Rentals** 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% plus VAT of the agreed purchase price of the Property.

**41.** All provisions and the various clauses of this Agreement are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provisions or clause of this Agreement which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or any other reason whatsoever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as *pro non scripto* (as not written) and the remaining provisions and clauses of this Agreement shall remain of full force effect.

**42. AUTHORISATION:** All parties acknowledge that they are authorised and competent to sign this Agreement.

**43. JOINT AND SEVERABLE LIABILITY:** If there is more than one LANDLORD or more than one TENANT in terms of this agreement, they shall each be fully liable for all of the obligations of the LANDLORD/TENANT and these obligations shall not be able to be divided between these LANDLORDS/TENANTS. In legal terms therefore the liability of each of the LANDLORDS/TENANTS shall be joint and several.

**44. ENTIRE CONTRACT:** The parties agree that this Agreement and any annexure thereto contains the entire contract and that, should there be any variation of this Agreement, it will not be binding unless it is reduced to writing and signed by all parties to this Agreement.

TENANT 1 SIGNATURE  Witness

Signed at  on the  day of  20

TENANT 2 SIGNATURE  Witness

Signed at  on the  day of  20

LANDLORD 1 SIGNATURE  Witness

\* Spousal signature (if required)  Witness

Witness

Signed at  on the  day of  20

LANDLORD 2 SIGNATURE  Witness

\* Spousal signature (if required)  Witness

Witness

Signed at  on the  day of  20

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

Authorised signatory: **Rawson Rentals**