



AGREEMENT OF LEASE OF IMMOVABLE PROPERTY (PORT ZIMBALI ESTATE)

1. PARTIES

1.1 Lessor: _____
having registration number/identity number _____
residing at/with principal place of business at _____

with contact details as follows: Cellular number _____
E-mail address _____

1.2 Lessee: _____
having registration number/identity number _____
with contact details as follows: Cellular number _____
E-mail address _____

2. INTERPRETATION

In this Agreement the following words have the meanings given to them hereunder:

- 2.1 "the Premises" shall mean Erf _____, Port Zimbali, together with all improvements thereon situated at no. ____ Street, Port Zimbali Estate, Ballito, together with such furniture and other household effects (if any) as are listed in **Annexure A** attached hereto. The Premises falls within the boundaries of the Estate;
- 2.2 "Rental" shall mean the amount referred to in clause 4 as may be increased from time to time;
- 2.3 "Deposit" shall mean the amount referred to in clause 6;
- 2.4 "Lessor" shall mean the person/entity referred to in clause 1.1 including such person's authorised agent;



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- 2.5 "Lessee" shall mean the person/entity referred to in clause 1.2 including such person's authorised agent;
- 2.6 "the Act" shall mean the Rental Housing Act 50 of 1999, including any regulations made under section 15(1)(f) of the Act in so far as such regulations apply to this Agreement;
- 2.7 "the / this Agreement" shall mean this Agreement of Lease of Immovable Property and all annexures thereto as may be amended from time to time;
- 2.8 "Parties" shall mean the Lessor and the Lessee, and the term "Party" shall be construed as reference to either of them as the context may require;
- 2.9 "Commencement Date" shall mean the ____ day of _____ 20____;
- 2.10 "Home Owners' Association" shall mean the Port Zimbali Estate Home Owner's Association (NPC) (Registration Number: 2006/008435/08) with principal place of business at 217 Emerald Avenue, Lyttelton Manor X3, Centurion, Gauteng.
- 2.11 "Estate Agent" shall mean _____ of

Cell: _____
Email: _____

Delete this Paragraph 2.11 if it is not applicable

Should this paragraph 2.11 be deleted, such deletion is regarded by the Parties as sufficient evidence that there is no Estate Agent's commission, costs or fees of any nature whatsoever due by either Party to an Estate Agent and that the Parties acknowledge that this Agreement was not concluded as a result of any one Party being introduced to the other as a direct result of an Estate Agent's efforts.

- 2.12 "Lease Period" shall mean the period during which this Agreement will have full force and effect, such period starting on the Commencement Date and ending on the date on which the Agreement expires or terminates, such Expiry Date or termination date coming into effect as provided for in this Agreement;



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- 2.13 "Estate" shall mean the secured and gated residential area over which the Home Owner's Association has control. The extent of the control is comprehensively depicted in the Memorandum of Incorporation of the Home Owners' Association of which the RULES of the Home Owners' Association forms an integral part. The RULES of the Home Owners' Association are not included in or attached to this agreement. The Lessee however confirms that he has been placed in possession of the RULES as the current and reigning MOI and RULES are available for public inspection on the website of the HOA at www.pze.co.za, and by virtue of him signing this Agreement the Lessee acknowledges his understanding of its contents and accepts its contents as binding on him.

Confirmation of possession, acknowledgement and understanding:

Signature: Lessee

Signature: Witness

3. LETTING AND HIRING

- 3.1 The Premises are hereby let and hired subject to the terms and conditions contained in this Agreement, the provisions of the Memorandum of Incorporation (which include the RULES) of the Home Owners' Association, the content, meaning and implications of which the Lessee warrants that he is fully aware of.
- 3.2 The Lessor and Lessee must comply with the duties imposed on them by the provisions of the Act and the Memorandum of Incorporation (which includes the RULES) of the Home Owners' Association and agree to abide by and be subject to the Memorandum of Incorporation (which includes the RULES) of the Home Owners' Association.
- 3.3 The Lessor shall pay the Estate Agent procurement and other service fees as may be agreed between the Lessor and Estate Agent in terms of Clause 21 below. In the event that the Lease Period extends to a period for longer than 24 consecutive months in time, and unless the contrary is agreed to between the Lessor and the Estate Agent and such agreement is reduced to writing, procurement fees will not be payable by the Lessor to the Estate Agent as from the 25th month onwards.



4. RENTAL

- 4.1 The monthly Rental payable by the Lessee to the Lessor for the lease of the Premises is the sum of R _____ (_____ *repeat in words*) which amount shall escalate at ____% (_____ *repeat in words*) on each anniversary of the Commencement Date.
- 4.2 The Lessee shall pay the Rental monthly in advance on the first working day of every month free of all bank charges and when effecting payment shall clearly identify each payment made by him.
- 4.3 The Rental shall be paid on or before the due date, without deduction or set off at such place as the Lessor may indicate in writing from time to time.
- 4.4 Payment of Rental received after the 3rd day of any given month will be subject to a surcharge of R200.00 to cover additional administration costs.
- 4.5 Any payment received shall first be allocated to administration fees, legal costs and interest and thereafter to Rental.

5. COMMENCEMENT AND DURATION

- 5.1 This Agreement will commence on the Commencement Date enduring for an initial period of ____ (_____ *repeat in words*) months ("the initial period").
- 5.2 Provided the Lessee is not in breach of any of the provisions of this Agreement and/or the provisions of the Memorandum of Incorporation (which include the RULES) of the Home Owners' Association the Lessee shall have the option to renew the Agreement for a further ____ (_____ *repeat in words*) months on the same terms and conditions provided such intention of renewal is exercised in writing and delivered to the domicilium of the Lessee or his agent before _____ (*date*) and that the rental escalation will be as described in clause 4.1 above.
- 5.3 Should the Lessee fail to exercise the option to renew the Agreement as described in paragraph 5.2 above, the Agreement will expire on _____ (*date*) ("the Expiry Date").



6. DEPOSITS

6.1 The Lessee must immediately after the Lessor has signed this Agreement pay -

6.1.1 a Rental deposit of R _____
(_____
_____ *repeat in words*);

6.1.2 a Damages deposit of R _____ ; and
(_____
_____ *repeat in words*);

6.1.3 a Utilities deposit of R _____
(_____
_____ *repeat in words*);

to the Lessor or his appointed Agent. The Lessor or his appointed Agent shall invest the deposits in an interest bearing account for the benefit of the Lessee in accordance with the requirements of the Act, interest accruing to the Lessee.

6.2 On termination of the Agreement the Deposits will be dealt with as follows:

6.2.1 The Lessor may use the Deposits and all interest earned thereon to pay all amounts for which the Lessee is liable under this Agreement, including unpaid electricity and telephone accounts, arrear Rental and the cost of repairing damage to the Premises and/or replacing lost keys. The balance of the Deposits (if any) will be refunded to the Lessee within the time limits stipulated in the Act.

6.2.2 If no amounts are due and owing by the Lessee to the Lessor in terms of this Agreement, the Deposit and all interest earned thereon will be refunded to the Lessee within seven days after expiry of the Agreement.

7. ADDITIONAL PAYMENTS BY LESSEE

7.1 The Lessee must on demand pay to the Lessor -

7.1.1 the Tenant Clearance Certificate fee as levied by the Home Owners' Association, currently a once off fee of R575;



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- 7.1.2 the Pet Clearance Certificate fee, if applicable, as levied by the Home Owners' Association, currently a once off fee of R172.50 per pet – it is specifically highlighted that the Home Owners' Association places various restrictions on pets kept by residents on the estate – please peruse the RULES;
- 7.1.3 the fee levied by the Home Owners' Association for registering access onto the Estate, currently a fee of R75 per person for which access is required – it is recorded that both the Lessee and the Lessor must complete and sign the relevant access application forms utilised for the access registration process.
- 7.1.4 all charges levied by the HOA for the supply of and use of water and provision of sewerage facilities to the Premises, the statement/invoice provided by the HOA being sufficient evidence of the amount due and it being recorded that such statement/invoice indicates the usage for a specific period and for which the Lessee will be liable;
- 7.1.5 all charges levied by the Kwa-Dukuza Local Municipality (the "Local Council") for the provision and usage of electricity and for the provision of refuse removal services, the statement/invoice provided by the Local Council being sufficient evidence of the amount due and it being recorded that such statement/invoice indicates the usage for a specific period and for which the Lessee will be liable;
- 7.1.6 it is recorded that the Home Owners' Association has a clubhouse facility that may be utilised by residents, which includes the Lessee, on the Estate. The use of these facilities attracts various fees and costs. In this specific regard the Parties agree that while the Home Owners' Association will in the normal way of business bill such fees and costs directly to the Lessee, the ultimate liability for the payment of such fees and costs incurred remains with the Lessor should the Home Owners' Association fail to recover said billings from the Lessee;
- 7.1.7 all fines and other charges levied by the HOA relating to the breach of the RULES as catered for in the MOI of the HOA;
- 7.1.8 all legal costs, as between attorney and own client, incurred by the Lessor in initiating legal steps or action against the Lessee to enforce any of the Lessor's rights or the Lessee's obligations in terms of this Agreement and/or the constitution of the Home Owners' Association and/or the Act;
- 7.1.9 interest on each amount not paid by the Lessee on due date, calculated at the rate of 5% above the prime rate charged by the Lessor's bankers.



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- 7.2 Should the municipal rates and taxes and/or the levy payable in respect of the Premises be increased at any time during the duration of this Agreement, the Lessor may recover from the Lessee the amount of such increase (VAT inclusive), monthly as from the date of the increase up to the termination of this Agreement. This amount will be due and owing by the Lessee to the Lessor after it has been paid by the Lessor to the local authority and/or the Home Owners' Association.
- 7.3 The Lessee indemnifies the Lessor against any damages suffered by him as a result of any failure or interruption of any supplies to the Premises and the Lessor does not warrant that any such supplies will be continued for the duration of the period of this Agreement. The Lessor undertakes to perform no act or omission to prejudice the continuation or resumption of such supplies.

8. LESSEE'S GOODS ON THE PREMISES

All goods brought onto the Premises by the Lessee at the beginning of or during the Lease Period -

- 8.1 must remain on the Premises as security for all Rental or other payments for which the Lessee is liable in terms of this Agreement, and no such goods may be removed by the Lessee without the written consent of the Lessor;
- 8.2 are at the sole risk of the Lessee and the Lessor has no responsibility relating thereto.

9. PAYMENT OF RATES AND TAXES AND LEVIES

The Lessor must pay all rates, taxes and levies payable in respect of the Premises.

10. PROHIBITION AGAINST SUBLETTING AND PARTING WITH POSSESSION

The Lessee may not -

- 10.1 cede any rights or assign any obligations under this Agreement; or
- 10.2 sublet the Premises or any portion thereof; or
- 10.3 part with possession of the Premises or any portion thereof without the Lessor's prior written consent which may not be unreasonably withheld.



11. OCCUPATION

- 11.1 The Lessor must make the Premises available to the Lessee by not later than the Commencement Date.
- 11.2 If the Premises are available for occupation on the Commencement Date but the Lessee does not take occupation, the Lessor may immediately cancel this Agreement without notice and hold the Lessee liable for any loss of rental or other losses suffered by the Lessor.
- 11.3 If the Lessee cannot occupy the Premises because they have been materially damaged by any act of God, including but not limited to fire, earthquake, weather, riot activity or the like and the Lessor -
- 11.3.1 has not within 30 days of the date of the damage informed the Lessee in writing that this Agreement will continue, this Agreement is deemed to have been cancelled on the date that the damage occurred and the Lessor must then refund to the Lessee all rental paid in advance beyond the date of such damage; or
- 11.3.2 has within 30 days of the date of the damage informed the Lessee in writing that this Agreement will continue, the Lessor must restore the Premises to a habitable condition as soon as possible and the rental will be adjusted to allow for the period during which the Lessee could not be in occupation.
- 11.4 The Lessee may not without first obtaining the Lessor's written consent (which will not be unreasonably withheld) -
- 11.4.1 vacate the Premises before the Expiry Date and/or the date of termination of the Agreement as provided for in this Agreement; or
- 11.4.2 leave the Premises unoccupied for more than six weeks at a time.
- 11.5 The Premises will be personally occupied by Lessee and not more than _____ (*repeat in words*) other persons – the maximum number of persons is limited to two persons per bedroom.



12. DEFECTS, MAINTENANCE AND INSPECTIONS

12.1 The Lessor and Lessee jointly inspected the Premises before the Lessee moved in and in **Annexure B** hereto registered the defects in and damage to the Premises. Except for what is stated in **Annexure B**, it is hereby recorded that at the Commencement Date the Premises are in a good state of repair and condition, suitable for the purpose for which they are let, and that all keys, locks, glass windows, electrical installations, sanitary ware, sewerage pipes, stoves, water taps, air-conditioners (if any), pool pump, pool filter and automated pool cleaning devices (if any), geysers and other items including all the movable goods specified in **Annexure A** to this Agreement (*"the goods"*), are likewise in good order and condition. The Premises are let and hired in the condition in which they are at the Commencement Date, without any warranty express or implied, as to the absence of latent or patent defects therein, but subject always to the Lessee's maintenance obligations in terms of Clause 12 of this Agreement.

12.2 The Lessor must -

12.2.1 keep the structure of the Premises, including the walls and the roof, in a state of good repair;

12.2.2 maintain the Premises in a condition reasonably fit for the purposes for which they are let; and

12.2.3 attend to defects in and damage to the Premises for which the Lessor is responsible in terms of this Agreement or the Act, within fourteen days after becoming aware of such defect or damage.

12.3 The Lessee must -

12.3.1 clean the carpets and other floor coverings and tiles regularly, it being recorded that this will be replaced completely at the expense of the Lessee should they be damaged beyond reasonable wear and tear;

12.3.2 notwithstanding the obligations of the Home Owners' Association, keep the grounds and flowerbeds of the Premises in a neat and tidy condition;

12.3.3 keep the swimming pool (if any) clean, free from all obstruction and contamination;

12.3.4 have the air-conditioners (if any) serviced annually, the first such service to be undertaken after 6 (six), but within 9 (nine) months, from commencement date, and such servicing will be undertaken by the service provider nominated by the Lessor;



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- 12.3.5 in the event of damage caused to the Premises as a result of a burglary, repair and restore the Premises to its original condition within 30 (thirty) days of such burglary having occurred;
- 12.3.6 not store or permit to be stored any petrol or explosives on the premises, nor do or permit any act thereon liable to increase the premium rate or prejudice or effect the Lessor's rights, under any policy of insurance covering the building;
- 12.3.7 keep the sewerage and drainage system free from all blockages;
- 12.3.8 keep the Premises and the goods (if any) in a clean, safe and neat condition and free of rodents, insects and other pests; and
- 12.3.9 keep the Premises and the goods (if any) in a clean, safe and neat condition;
- 12.3.10 replace all electrical globes during the term of the tenancy as may be required; and
- 12.3.11 forthwith and at own cost repair damage to the Premises or the goods (if any) caused by the Lessee or persons for whose conduct the Lessee is responsible.
- 12.4 The Lessor may after reasonable notice to the Lessee make such alterations as are deemed necessary for the safety, preservation or improvement of the Premises.
- 12.5 If the Lessee fails to keep the Premises and/or the goods in the manner specified in clause 12 or the Act and continues to do so for seven days after receipt of a written notice informing the Lessee of such failure, the Lessor may, in addition to any other rights or remedies specified in this agreement, forthwith and without further notice to the Lessee repair the damage and/or carry out the required maintenance work and claim from the Lessee the cost incurred.
- 12.6 Notwithstanding the content of clause 12.5, if any repair or maintenance work must be done urgently during the duration of this Agreement to prevent damage to the Premises, burglary or vandalism, the Lessor may attend to this without any notice to the Lessee and recover the cost from the Lessee, should the Lessee be liable there for in terms of this Agreement or the Act.
- 12.7 All repairs to be done by the Lessee must be attended to by suitably skilled and qualified tradespersons that must be nominated by the Lessor.
- 12.8 The Lessor may, after giving 24 hours' notice to the Lessee, and at reasonable times inspect the Premises during the duration of this Agreement and the Lessee must allow the Lessor to do so.



12.9 Within ten days prior to the expiry of this Agreement, the Lessor and Lessee must jointly inspect the Premises at a mutually convenient time to determine if there are any defects in or damage to the Premises or the goods, other than those referred to in Annexure B. Such inspection will not exempt the Lessee from liability for damage to or defects in the Premises or the goods, concealed or hidden from the Lessor during the inspection, or arising between the date of the inspection and the date when the Lessee has vacated the Premises. It is recorded that on termination of the Agreement the Lessee must restore the Premises and the goods to the Lessor in the same condition as they were at commencement of the Agreement, fair wear and tear excluded.

13. SALE AND LEASE OF PREMISES

13.1 The Lessor may at any time during the duration of this Agreement, advertise the Premises as being for sale.

13.2 The Lessor may advertise that the Premises are 'to let' upon notice of termination being given by either Party, alternatively, 3 months prior to expiration of this Agreement.

13.3 Notwithstanding the provisions of clauses 13.2 and 13.3, the Lessee must allow any prospective lessee or purchaser to view the inside and outside of the Premises during reasonable hours, if an appointment to do so has been made with the Lessee. The Lessee must accept at least one such appointment per week.

14. USE OF THE PREMISES BY THE LESSEE

The Lessee may use the Premises for residential purposes only and hereby undertakes not to -

14.1 contravene, or allow any person for whose conduct the Lessee is responsible to contravene, -

14.1.1 the terms and conditions contained in the title deed of the Premises, or any law, regulation or town planning scheme applicable to the Premises;

14.1.2 the provisions of the Memorandum of Incorporation of the Home Owners' Association, which includes the RULES;

14.1.3 any house rules that apply in respect of the Premises (if any), a copy of which is attached hereto as **Annexure C**;



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- 14.2 cause or permit any nuisance upon the Premises or within Port Zimbali Estate;
 - 14.3 keep any pet in or on the Premises without the Lessor's prior written consent, or allow pets or other animals to damage the Premises;
 - 14.4 damage any part of the Premises or mark or paint (or drive nails, hooks or screws into) the doors, walls, ceilings or floors of the Premises;
 - 14.5 display advertisements or notices of whatever nature on any part of the Premises, without the written consent of the Lessor;
 - 14.6 interfere in any manner whatsoever with the existing electrical installation on the Premises or connect any electrical equipment to the electrical current which may in any way damage the electrical installation or cause it to short-circuit;
 - 14.7 make any alteration to the Premises whatsoever without the written consent of the Lessor;
 - 14.8 keep or store any dangerous or hazardous material or substance on the Premises or do or permit anything which may affect the Lessor's insurance on the Premises;
 - 14.9 hold, or permit the holding of, any sale by public auction on the Premises;
 - 14.10 remove or detach any item forming part of or attached to the Premises, without the Lessor's written consent;
 - 14.11 dispose of garbage or rubbish otherwise than in a reasonably clean and safe condition;
 - 14.12 misuse the electrical, plumbing, sanitary, heating, ventilation, air conditioning and other facilities and appliances forming part of the Premises; or
 - 14.13 alter or cause to alter, whether intentionally or by omission, the grounds and/or flowerbeds, including the sidewalk areas adjacent to the street of the Premises in any manner that may result in a contravention of the landscape controls of the Home Owners' Association;



It being expressly agreed that any act or omission by the Lessee or any person for whose conduct the Lessee is responsible that contravenes or is in breach of the provisions of clause 14 of this Agreement shall constitute a material breach of this Agreement. The Lessee agrees that for purposes of clause 14 a report compiled by the Home Owners' Association or their duly authorised agent stating that the Lessee has contravened clause 14 and setting out the grounds there for shall suffice as sufficient evidence of contravention or breach of clause 14 of this Agreement by the Lessee or any person for whose conduct the Lessee is responsible.

15. IMPROVEMENTS

15.1 No improvements of any nature may be made to the Premises by the Lessee without the express prior written approval of the Lessor. Any luxurious or useful improvement made by the Lessee on or to the Premises may be removed by the Lessee on termination of the Agreement at own cost, provided all damage caused by such removal is made good. The Lessee may not claim from the Lessor any compensation in respect of any improvement not removed.

15.2 The Lessor may at or after termination of the Agreement demand in writing that any improvement or addition made by the Lessee in respect of the Premises be removed by the Lessee at the latter's cost. The Lessee must repair all damage caused by such removal.

15.3 Should the Lessee fail to -

15.3.1 comply with a demand made by the Lessor in terms of clause 15.2, the Lessor may, in addition to any other remedy or right available in terms of this Agreement, remove the relevant improvement and/or addition and recover the costs thereof from the Lessee, including the cost of repair of all damage caused by such removal; or

15.3.2 repair all damage to the Premises caused by the removal of improvements and/or additions in terms of clauses 15.1 or 15.2 and should the Lessee remain in default for seven days after receipt of a written notice by the Lessor demanding that the damage be made good, the Lessor may without further notice to the Lessee carry out the repairs and recover the cost thereof from the Lessee.



16. BREACH OF AGREEMENT

16.1 Despite any other clause in this Agreement, should either one of the Parties breach any of the terms of this Agreement and fail to remedy such breach within fourteen days after receipt of a written notice from the other Party demanding that the breach be rectified, the latter Party may without affecting any other legal rights either:-

16.1.1 claim specific performance; or

16.1.2 cancel this Agreement immediately, without further notice, and recover damages from the Party at fault

Provided that no such notice is required if the Lessee fails to pay any Rental and continues with such failure for a period of seven days after payment is due.

16.2 Should there be a dispute as to whether this Agreement has been lawfully cancelled, the Lessor will retain the Deposit until such dispute is resolved either by agreement between the Lessor and the Lessee or by order of a court or other tribunal or forum.

16.3 Should this Agreement be lawfully cancelled by the Lessor, the Lessee and/or any other person occupying the Premises on the Lessee's behalf must immediately vacate the Premises and allow the Lessor to take occupation thereof.

17. INDEMNITY AND ACT OF GOD, FIRE OR BURGLARY

17.1 The Lessor is not liable for any loss or damages suffered by the Lessee following any act of God, burglary of or fire on the Premises.

17.2 The Lessor and the Home Owners' Association shall not be responsible for any loss or damage which the Lessee, his servants, employees, agents or any person for whom the Lessee is responsible may suffer, arising out of the use of the Premises or the Port Zimbali Estate, and the Lessee hereby indemnifies the Lessor and the Home Owners' Association against any claim arising from the foregoing.

18. EXPIRY AND/OR TERMINATION OF THIS AGREEMENT

18.1 If the Lessee wishes to terminate this agreement at any time on the grounds that -

(a) the Lessee has died or has become incapacitated and therefore unable to follow his employment within the said area; or



(b) a member of his immediate family has died or has become incapacitated;

then the Lessee or his representative shall give the Lessor three clear calendar months' written notice terminating this agreement, provided such notice may not be given at any time during the first 6 (SIX) months of the Lease Period, together with proof of the circumstances giving rise to the termination to the reasonable satisfaction of the Lessor. The Lessee shall be bound by the terms of this agreement until the date of expiry of the termination notice period and thereafter the parties shall only be bound by the terms of this agreement to the extent of antecedent claim or breach of obligation or agreement which accrued prior to the expiry of the termination notice period.

18.2 If the Lessee wishes to terminate this agreement at any time on the grounds that the Lessee has been transferred by his current employer to a destination outside of KZN or South Africa, then the Lessee shall give the Lessor three calendar months' written notice terminating this agreement, provided such notice may not be given at any time during the first 6 (SIX) months of the Lease Period, together with proof of the circumstances giving rise to the termination to the satisfaction of the Lessor. The Lessee shall be bound by the terms of this agreement until the date of expiry of the termination notice period and thereafter the parties shall only be bound by the terms of this agreement to the extent of antecedent claim or breach of obligation or agreement which accrued prior to the expiry of the termination notice period.

18.3 In the event of any early termination of the Agreement by the Lessee, the Lessee shall be liable for the payment of the procurement agency fee relating to any period following such early termination up to the date upon which the Agreement would have under normal circumstances expired. The calculated pro-rata portion of this procurement agency fee shall be deducted from the balance of the deposits amount, if any (in other words: after taking into account the deduction of amounts described in paragraph 6.2.1 from the deposits amount), held by the Lessor and this amount paid to the Estate Agent after the date of early termination. This pro-rata portion of the procurement agency fee cost for which the Lessee is liable may be mitigated in favour of the Lessee and the Lessor in the event of the Estate Agent securing a suitable replacement Lessee, unless an alternative arrangement is arrived at between the Estate Agent, the Lessee and the Lessor – such arrangement to be reduced to writing.



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- 18.4 Upon Expiry Date or date of termination of this Agreement the Lessee must forthwith vacate the Premises and -
- 18.4.1 return to the Lessor all keys received at commencement of the Agreement;
 - 18.4.2 hand over the Premises in a clean and tidy condition;
 - 18.4.3 remove all goods which the Lessee brought onto the Premises; and
 - 18.4.4 return the Premises to the Lessor in the same condition in which they were received, reasonable wear and tear excepted.
- 18.5 Should the Lessee fail to comply with clause 18.4 and/or leave behind goods after vacating the Premises, the Lessor may replace keys not returned, have the Premises cleaned and/or the said goods removed, without notice to the Lessee, and claim from the Lessee all costs incurred in doing so.

19. GENERAL

- 19.1 The Parties consent to the jurisdiction of the magistrate's court in connection with any action arising from this Agreement or the cancellation thereof.
- 19.2 Should two or more persons sign this Agreement as Lessees, they are liable jointly and severally for the due performance of their obligations in terms of this Agreement.
- 19.3 No alteration, variation, amendment or purported consensual cancellation of this Agreement or any deletion there from shall be of any force or effect unless reduced to writing and signed by or on behalf of the Parties.
- 19.4 This Agreement constitutes the entire agreement between the Parties and no provisions, terms, conditions, stipulations, warranties or representations of whatsoever nature, whether express or implied have been made by any of the Parties or on their behalf except as are recorded herein.
- 19.5 The Lessor warrants that all consents required in terms of the Matrimonial Property Act 88 of 1984 (if applicable) have been obtained.
- 19.6 This Agreement is binding once it has been signed by both the Lessor and the Lessee, even if the Lessee has not been notified that the Lessor has signed.



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- 19.7 No relaxation, extension of time, latitude or indulgence which either Party ("the grantor") may show, grant or allow to the other ("the grantee") shall in any way constitute a waiver by the grantor of any of the grantor's rights in terms of this Agreement and the grantor shall not thereby be prejudiced or estopped from exercising any of its rights against the grantee which may have then already arisen or which may arise thereafter.
- 19.8 The Lessor chooses as their respective *domicilium citandi et executandi* where all notices and legal processes connected with this Agreement may be sent the address stated in clause 1. Such address may be changed by the Lessor on written notice to the Lessee. The Lessee chooses as their respective *domicilium citandi et executandi* where all notices and legal processes connected with this Agreement may be sent the Premises.
- 19.9 Any notice to a Party which is:-
- 19.9.1 sent by prepaid registered post in a correctly addressed envelope to it at its *domicilium citandi et executandi* shall be deemed to have been received on the 7th day after posting (unless the contrary is proved); or
- 19.9.2 delivered by hand to a responsible person during ordinary business hours at its *domicilium citandi et executandi* shall be deemed to have been received on the day of delivery; or
- 19.9.3 transmitted by telefax to its chosen telefax number (if any) above, shall be deemed to have been received on the date of dispatch (unless the contrary is proved); or
- 19.9.4 transmitted by electronic mail to its chosen e-mail address (if any), shall be deemed to have been received on the first business day succeeding the date of dispatch (unless the contrary is proved).
- 19.10 Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a Party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen *domicilium citandi et executandi*.



20. ALIENS

The Lessee warrants that should he or she be an alien as defined in the Aliens Control Act 96 of 1991 a permit has been issued in terms of the said Act qualifying him or her to hire the Premises.

21. ESTATE AGENT'S FEE

The Lessor shall be liable for the payment of a fee to the Estate Agent upon the commencement of this Agreement at a rate agreed to in terms of the Estate Agent's rental mandate, including any Agreement renewal described in paragraph 5.2 of this Agreement. Should the Lessee enter into an agreement to purchase the Premises from the Lessor during the initial Lease Period or a renewed Lease Period or within a period of three (3) months after termination of this Agreement, the Lessor shall be liable for the payment of an agent's commission to the Estate Agent in the amount of 5% of the sales price of the Premises (which amount includes VAT if the Lessor is not a VAT registered vendor or excludes VAT if the Lessor is a VAT registered vendor) upon the date of registration of transfer from the Lessor to the Lessee.

22. INDEPENDENT ADVICE

Each of the Parties to this Agreement hereby acknowledges and agrees that -

22.1 it has been free to secure independent legal and other professional advice (including financial and taxation advice) as to the nature and effect of all the provisions of this Agreement and that it has either taken such independent advice, or has dispensed with the necessity of doing so; and

22.2 all of the provisions of this Agreement and the restrictions herein contained are fair and reasonable in all the circumstances and are in accordance with the Parties' intentions.

23. SPECIAL CONDITIONS



24. SIGNATURES

- 24.1 This Agreement is signed by the Parties on the dates and at the places indicated below.
- 24.2 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall be taken together and deemed to be one instrument.
- 24.3 The persons signing this Agreement in a representative capacity warrants their authority to do so.
- 24.4 It is recorded that this document is intended to be signed firstly by the Lessee and thereafter by the Lessor.

| The Lessee | |
|--|---|
| <p>_____</p> <p>Signature for the Lessee</p> <p>_____</p> <p>Place where Agreement was signed</p> <p>_____</p> <p>Date of signature</p> | <p>_____</p> <p>Signature of witness for the Lessee</p> <p>_____</p> <p>Place where Agreement was signed</p> <p>_____</p> <p>Date of signature</p> |
| The Lessor | |
| <p>_____</p> <p>Signature for the Lessor</p> <p>_____</p> <p>Place where Agreement was signed</p> <p>_____</p> <p>Date of signature</p> | <p>_____</p> <p>Signature of witness for the Lessor</p> <p>_____</p> <p>Place where Agreement was signed</p> <p>_____</p> <p>Date of signature</p> |