

Agreement of lease

between

(“the Lessor”)

and

(identity number _____)

(“the Lessee”)

1. **Property leased**

The Lessor lets to the Lessee who hires from the Lessor certain premises (“the premises”) situated at:-

(“the Property”) and known to the parties as “_____.”

The Lessee acknowledges that he has inspected such premises and is aware of its area and position.

2. **Period**

This lease shall –

- a. commence on _____ (“the commencement date”),
- b. thereafter continue indefinitely on a monthly basis, terminable by either party on the giving of one calendar months written notice.

3. **Rental**

- a. The monthly rental shall be R _____ per month.
- b. The rental shall be payable in the first instance on the commencement date and thereafter monthly in advance on or

before the first day of each calendar month during the period of this lease.

c. The rental shall be paid directly to the Lessor.

4. **Deposit**

a. The Lessee shall, on or before _____ pay to the Lessor a deposit being an amount of R _____.

b. Subject to 4(c), the Lessor or its agents shall retain the deposit until the expiry of this lease for any reason whatever and the complete discharge of all the Lessee's obligations under this lease.

c. The Lessor may apply the whole or part of the deposit towards the payment of any amount payable by the Lessor or the cost of carrying out of any of the Lessee's obligations under this lease and the Lessee shall on demand by the Lessor reinstate the deposit or any portion thereof so applied.

5. **Water, electricity charges**

a. The Lessee shall pay R _____ towards water and electricity charges in respect of the premises which amount shall be payable with monthly rental at the end of the month in which the charges were incurred.

b. The Lessor shall pay all assessment rates and taxes in respect of the leased premises.

6. **Use and occupation**

a. The premises shall be used for residential purposes and for all other purposes ancillary thereto and for no other purpose without the Lessor's written consent.

- b. The Lessee shall have the use of _____ parking space and only _____ vehicle/s per Lessee will be permitted to be parked on the property.

- c. _____ children and _____ pets are permitted.

- d. (i) The Lessee shall –
 - (A) have no claim for damages or other rights of action against the Lessor as a result of the Lessor being unable to give the Lessee occupation of the leased premises on the commencement date for any reason whatever (other than by reason of the wilful default of the Lessor);

 - (B) accept occupation from whatever date the leased premises are available subject to a pro rata remission of rental if that date occurs in the middle of a calendar month;

- (ii) Should the Lessee fail to take occupation of the leased premises within 4 (four) days of –
 - (A) the commencement date;

 - or

 - (B) the date on which occupation of the leased premises are tendered to it in terms of 6d(i)(B); the Lessor shall, without prejudice to any other rights available to it in law, be entitled to forthwith cancel this lease without notice to the Lessee and in that event the Lessee shall –

- .01 have no rights or claim whatever against the Lessor by reason of that cancellation;
- .02 forfeit any deposit paid or payable to the Lessor;
- .03 be liable for any loss whatever sustained by the Lessor as a result of that cancellation.

7. **Cancellation, pledge and sub-lease**

The Lessee shall not:-

- a. cede or pledge or assign any of its rights hereunder;
- b. (i) sub-let the leased premises or any part thereof;
- (ii) give up occupation and/ or possession of the leased premises or any part thereof without the Lessor's prior written consent which shall not be unreasonably withheld.

8. **Compliance with conditions of title and laws**

a. The Lessee shall not contravene or permit a contravention of –

- (i) any of the conditions of the title deed under which the Lessor owns the property;
- (ii) any law, by-law or regulation which the Lessor is required to observe by reason of its ownership of the property;
- (iii) the provisions of any Town Planning scheme applicable to the property.

- b. The Lessee shall not do anything or allow anything to be done on the leased premises or the building or the property which is or causes a nuisance or disturbance to occupiers of neighbouring premises or fellow occupiers of the same premises, this includes but is not limited to the misuse of drugs and alcohol and any display of rowdy behaviour which has the

effect of disturbing the peace of any other occupant of the property.

9. **General maintenance**

- a. The Lessee shall, within 7 (seven) days of the commencement date or of the date referred to in 6d(i)(B) notify the Lessor in writing of any defects in the leased premises and, failing such notice, or after remedy by the Lessor thereof, the Lessee shall be deemed to have accepted the leased premises as complete and in good order and repair.

- b. The Lessee shall keep the leased premises in a clean, tidy and sanitary condition and shall keep and maintain the leased premises, including but not limited to –
 - (i) all door and windows;

 - (ii) all electrical or gas and other lighting or heating installations and fittings;

 - (iii) all locks and keys;

 - (iv) all sewerage installations and pipes, water taps, water pipes and drains in or on the leased premises in good order and repair and on the termination of this lease shall hand back to the Lessor the leased premises in the same good order and repair as they were in on the commencement date or the date referred to in 6d(i)(B).

- c. On the termination of this lease for any reason whatever, the Lessor may required in its sole discretion, that the Lessee either –
 - (i) makes good and repairs, at the Lessee's cost, any damage to the leased premises

or

- (ii) reimburse the Lessor the cost of replacing, repairing or making good any such damage.

10. **Drains and pipes**

The Lessee shall –

- a. keep and maintain all sewerage pipes, water pipes guttering, drains and water closets connected with the leased premises free from obstruction and blockage;
- b. remove at its costs any obstruction or blockage referred to in point 10a. above and where necessary repair any pipe, gutter, or drain concerned.

11. **Fixtures and fittings**

- a. The light fittings and other fixtures remain the property of the Lessor, and are to be kept in good order by the Lessee.
- b. The Lessee acknowledges that certain furniture listed in **Annexure A** hereto, has been left on the premises by the Lessor for use by the Lessee. Such furniture and other items shall be returned to the Lessor in the same good order and repair as they were on the commencement date, normal wear and tear excepted.
- c. The Lessee will upon termination of the lease ensure that the wall to wall carpets on the premises are professionally cleaned.

12. **Lighting, heating and electrical installations**

The Lessee shall –

- a. not alter, interfere with or overload the lighting or heating or other electrical installations in the leased premises, without the Lessor's prior written consent;

- b. replace from time to time at the Lessee's costs, all fluorescent or incandescent light bulbs, starters, globes and ballasts used in the leased premises.

13. **General obligations of Lessee**

The Lessee shall not –

- a. place any safe or other heavy article in the leased premises without the Lessor's prior written consent, which shall not be unreasonably withheld;
- b. install in the leased premises air-conditioning or ventilating units or equipment without the Lessor's prior written consent;
- c. permit the storage of motor vehicles, bicycles, packing cases or goods of any description whatsoever on the pavement of the property or in any portion of the property (other than in or on the leased premises) without the Lessor's prior written consent.

14. **Damage to property and building**

The Lessee –

- a. shall not do or permit to be done anything which might damage or cause damage to the property or building or any part thereof (including the leased premises) and shall immediately, and at its cost, repair any such damage howsoever caused, to the satisfaction of the Lessor;
- b. shall not be entitled to withhold or delay payment of any amounts due to the Lessor in terms of this lease by reason of the leased premises or any part thereof being in a defective condition or in a state of disrepair or, in particular, repairs not being effected by the Lessor either timeously or at all.

15. **Outside walls and roof**

The Lessor shall keep and maintain in good order and condition, fair wear and tear excepted, the outside walls and roof of the leased premises.

16. **Services**

The nature of the services provided by the Lessor, its servants or agents in connection with the leased premises shall be at the sole discretion of the Lessor.

17. **Inspection and access**

The Lessor, its servants and agents shall be entitled –

- a. to inspect the leased premises at all reasonable times;
- b. to such right of access to the leased premises as is reasonably necessary for the purposes of carrying out any work which the Lessor considers necessary for the preservation, repair or alteration of the leased premises.

18. **Interest**

Should the Lessee fail to pay any amount payable in terms of this lease on the due date thereof the Lessor shall be entitled but not obliged to charge the Lessee interest on that amount at the rate of 18% per annum, calculated from the due date until the date of payment of that amount, all without prejudice to and not in substitution for any other rights which the Lessor may have against the Lessee in terms of this lease.

In addition, should the Lessee pay any amounts due after the first day of each calendar month, the Lessor reserves the right to charge the Lessee for any losses he has suffered as a result thereof, including any bank charges levied against him due to the late payment of any amounts owing.

19. **Breach**

a. The Lessor shall be entitled to cancel this lease forthwith without notice to the Lessee and without prejudice to any other claim of any nature whatever which the Lessor may have against the Lessee as a result thereof should the Lessee –

- (i) fail to pay any amount due by it in terms of this lease on the due date thereof;
- (ii) commit any other breach whatever of any term or condition of this lease and fail to remedy that breach within 14 days after the giving of notice by the Lessor requiring the Lessee to remedy that breach;
- (iii) consistently breach any of the terms or conditions of this lease in such manner as to justify the Lessor in holding that the Lessee's conduct is inconsistent with the intention or ability of Lessee to carry out the conditions of this lease

or

- (iv) effect or attempt to effect a general compromise with its creditors;

or

- (v) have a default judgment entered against it and fail with 14 days thereafter either to satisfy the judgment or to take effective steps to have it set aside (provided that it is aware of the judgment);

or

- (vi) be placed under provisional or final order of sequestration.

- b. (i) Should ;
 - (A) the Lessor cancel this lease;

and
 - (B) the Lessee dispute the Lessor's right to do so and remain in occupation of the leased premises pending determination of that dispute –
 - .01 the Lessee shall continue to pay all amounts due by the Lessee in terms of this lease on the due date thereof;
 - .02 the Lessor shall be entitled to recover and accept those payments;
 - .03 the acceptance by the Lessor of those payments shall be without prejudice to and shall not in any manner whatever affect the Lessor's claim to cancellation of this lease or of any other nature whatever.

- (ii) Should the dispute between the Lessor and the Lessee be determined in favour of the Lessor, then the payments made to the Lessor in terms of 19b(i) shall be regarded as amounts paid by the Lessee on account of the loss sustained by the Lessor as a result of the holding over by the Lessee of the leased premises.

20. **Relaxation**
No relaxation which the Lessor may give at any time whatever in regard to the carrying out of any of the Lessee's obligations in terms of this lease shall prejudice or be a waiver of any of the Lessor's rights in terms of this lease.
21. **Variation**
- a. No variation of this agreement shall be of any force or effect unless it is in writing and is signed by both the Lessor and the Lessee.
 - b. This lease contains all the terms and conditions of the agreement between the Lessor and the Lessee and, therefore, there are no understandings, representations or terms between the Lessor and the Lessee in regard to the letting of the leased premises other than those stated in this lease.
22. **Domicilium citandi et executandi and notices**
- a. The Lessor chooses domicilium citandi et executandi for all purposes under this lease at _____

 - b. The Lessee chose domicilium citandi et executandi for all purposes under this lease at the leased premises.
 - c. Any notice to be given under this lease shall be –
 - (i) given in writing;
 - (ii) given to the Lessor at the address stated in 22 (a);
 - (iii) given to the Lessee at the address stated in 22 (b);
 - (iv) sent by registered post;

(v) deemed to have been received 4 days after the date on which it is posted unless it is in fact received before that period.

d. The Lessor shall be entitled to change its address for the purposes of 22 a and c (ii) to any other address in the Republic of South Africa by written notice to that effect.

23. **Legal costs**

The Lessee shall pay to the Lessor all expenses, costs and charges incurred by the Lessor as a result of the default of the Lessee under this lease including any costs of tracing the Lessee, collection commission and all legal costs incurred by the Lessor on the attorney and client scale.

24. **Jurisdiction**

Without prejudice to the Lessor's rights to institute any action or proceedings in the High Court having jurisdiction, the Lessee hereby consents to the jurisdiction of the Magistrate's court in respect of any action or proceedings brought against it by the Lessor in connection with this lease notwithstanding that the action or proceedings would otherwise be beyond that jurisdiction.

25. **Goods belonging to Lessee**

The Lessor does not accept any responsibility for any loss or damage caused to goods etc belonging to the Lessee or to any person having brought such goods onto the premises for the use and enjoyment of the Lessee and/or such person, howsoever caused.

26. **Interpretation**

The headings in this lease are for convenience only and shall not be taken into account in interpreting it.

Signed by the Lessor at _____ on this the ____ day of _____ 201____ in the presence of the undersigned witnesses.

Lessor

Witness

Witness

Signed by the Lessee at _____ on this the _____ day of _____ 201____ in the presence of the undersigned witnesses.

Lessee

Witness

Witness

Details of Lessee:

1. Full names: _____
2. Identity number: _____
3. Address: _____
4. Employer: _____
5. Employment address: _____
6. Telephone number: _____
7. Cell number: _____
8. Vehicle registration: _____
9. Next of kin: _____
10. Banking details: _____

ANNEXURE A

Goods left on the premises by the Lessor:

(List if applicable)