
AGREEMENT OF LEASE – RESIDENTIAL PROPERTY

(The “Agreement”)

MADE AND ENTERED INTO BY AND BETWEEN

THE PARTIES:

NAME & SURNAME: _____

ID No: _____

(The “Lessor”)

And

NAME & SURNAME: _____

ID No: _____

(The “Lessee”)

NAME & SURNAME: _____

ID No: _____

(The “Lessee”)

THE PREMISES:

1. The Lessor agrees to let to the Lessee, who agrees to Agreement certain furnished / unfurnished residential property, being:

Section No ___ in the block _____

and known as _____, Stellenbosch

situated at Stellenbosch (the “Premises”) upon the following terms:

The Agreement is entered into for a period of 11 months commencing on the

and terminating on the last day of November 2015 at 12h00. (the “Rental Term”)

RENT, DEPOSIT, PAYMENT AND JOINT LIABILITY:

2. The rent shall be the sum of _____ (_____) per month and shall be payable monthly in advance without any deduction for any cause whatsoever.
3. Payments to become due and payable ON THE FIRST DAY OF EACH AND EVERY MONTH until the expiry of the Rental Term.

4. The Lessee shall be liable for the prepaid electricity and if there are outstanding levies on the prepaid box at the termination of the Agreement, the former Lessee shall be responsible for the payment thereof. The Lessee will also be held responsible for the communal hot water which is an additional R100 per person per month which should be paid in advance.
5. Payment of the rent shall be made in South African currency and by means of a debit order, electronic funds transfer or cash. Payments will be made directly into the account of:

MARANATHA BEHUISING
ABSA BANK 632005
ACC. NO 407 705 8618
REFERENCE: MS UNIT + SURNAME

A cash handling fee of R160 will be charged on all cash deposits. The cash handling fee will be recovered at the end of the Rental Term. The Lessee shall provide the Agent with proof of payment on the same day of payment by way of electronic funds transfer or cash to verhurings@adept.co.za

6. Payment received after the 1st of the month in which payments become due, will be subjected to a penalty of R350.00 (THREE HUNDRED AND FIFTY RAND) per late payment to cover collection fees and/or additional administration costs. Such penalty will be recovered from the deposit by the Agent at the end of the Agreement. The Lessee will be responsible for a once-off fee of R250.00 (TWO HUNDRED AND FIFTY RAND) for inspection at the end of Agreement which will be deducted from the deposit.
7. In the instance of two or more persons signing this Agreement as Lessees, they will be jointly and severally responsible for each other's obligations in terms of the Agreement.
8. The Lessee hereby consents that, and authorizes the Lessor to, at all times:
 - 8.1 Contact, request and obtain information from any credit provider (or potential credit provider) or registered credit bureau relevant to an assessment of the behaviour, profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the Lessee; and
 - 8.2 Furnish information concerning the behaviour, profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the tenant to any registered credit bureau or to any credit provider (or potential credit provider) seeking a trade reference regarding the Lessee's dealings with the Lessor.
9. The Lessee undertakes to pay a deposit of 2 months (R12 000) upon signature hereof, which amount shall be retained in an interest bearing savings trust account by the Agent. An administration cost in respect of the deposit of R200, 00 (TWO HUNDRED RAND) per year shall be levied by the Agent and the Lessee undertakes to pay this amount to the Agent upon demand. The said deposit shall be refunded to the Lessee at the expiration of the Agreement, subject to the condition that the Premises and contents (if furnished) shall be returned to the Lessor in good order and condition, reasonable wear and tear excepted, as set out below. The Lessor may in his/her absolute discretion allocate all or any of the said deposit towards any arrear rent, water and electricity charges, maintenance, fines imposed by the relevant Body Corporate or Homeowner's Association, cash handling fees and/or repair costs for which the Lessee is liable, subject to the terms of the Rental Housing Act. Under no circumstances whatsoever, shall the Lessee have the right to appropriate the deposit towards any month's rental or any other amount payable hereunder.

LESSEE'S OBLIGATIONS:

10. The Lessee undertakes to maintain the electric stove (if applicable) and any additional electrical appliances or installations in the Premises in good order and condition, and in the event of any repairs or damages thereto necessitated through the negligence or misuse by the Lessee, such repairs or damages shall be effected at the expense of the Lessee.
11. The Lessee undertakes to maintain the curtaining (if any), fixtures and/or fittings in the Premises in good order and condition, and in the event of any damages or repairs thereto, shall make good or replace same at no expense to the Lessor, reasonable wear and tear excepted.
12. Any drain blockage or plumbing repairs necessitated through the negligence or fault of the Lessee shall be affected at the expense of the Lessee, save for reasonable wear and tear.
13. The Lessee undertakes to obey the Rules of the Body Corporate or Homeowners Association Rules, whichever is applicable, and to pay fines when issued to the Lessee. (We undertake to send the house rules as soon as it becomes registered at the Body Corporate and made available to us.)
14. The Lessee shall, prior to any damages or repairs being lawfully effected in terms hereof, and at the Lessor's expense, duly notify the Lessor in writing, who shall, at his discretion attend to the relevant damages or repairs in any manner he/she deems fit. In the event of the Lessee failing to notify the Lessor as herein provided for, and causing such damages or repairs to be effected, the Lessee does so at his sole risk and responsibility.
15. The Lessee shall be responsible for the maintenance of the interior of the Premises, and shall, on the termination of the Agreement, restore the Premises to the Lessor in good order and condition, reasonable wear and tear excepted. Should the Lessee fail to maintain the Premises as aforesaid, then and in such event, the Lessor shall be entitled to affect any such maintenance and/or repairs at the expense of the Lessee. The Lessor's determination of the amount necessary to affect the aforesaid maintenance and/or repairs shall be final and binding on the parties hereto.
16. All goods, property and effects of whatsoever nature owned by anyone other than the Lessor, which may at any time be in or on the Premises, shall be at the sole risk of the Lessee, and the loss thereof, or damage thereto from any cause whatsoever, shall not be the responsibility of the Lessor, and he/she shall not be liable to make good any loss or damage suffered by anyone in respect thereof.
17. The Premises shall be used by the Lessee for residential purposes only, and may not be used for any other purpose whatsoever.
18. The Lessee shall not cede nor assign this Agreement either in whole or in part, nor shall the Lessee sublet the Premises or any portion thereof, nor shall the Lessee permit or allow any other person or persons to occupy the Premises or to reside therein or to obtain possession thereof without having obtained the consent of the Lessor in writing, which consent shall not be unreasonably withheld.
19. Should the Lessee upon taking possession of the said Premises discover that the same or any of the appurtenances or contents thereof, including stoves, keys, locks, windows, sewerage pipes and pans, electrical installations and fittings, water taps, cookers and furniture are in a defective state of repair, he shall within 7 (SEVEN) days from the date of such possession notify the Agent in writing of the details of any such defect/s. Failure to do so on the part of the Lessee shall be an acknowledgment on the part of the Lessee that the whole Premises is in good and proper state of repair and condition. The Lessee hereby

promises and undertakes to care for and maintain the Premises in good order and condition during the Rental Term. At the termination of the Agreement the Lessee shall return the Premises to the Lessor in good order and condition, fair wear and tear excepted, and shall make good and repair at the Lessee's own expense any damage and/or breakages, or, in the alternative, reimburse the Lessor for the cost of replacing, repairing or making good any of the same. The Lessee hereby undertakes to keep and maintain all sewerage pipes, water pipes and drains free from obstructions and/or blockage. The Lessee shall be responsible for any damage done to the Premises by reason of the removal of his furniture to or from the Premises. The Lessee shall, at the termination of the Agreement be responsible for the general cleaning of the Premises. If the Premises was damp-free at the commencement of the Rental Term, the Lessee shall ensure that it is handed back damp-free. Should any treatment or repairs be necessary to fulfil this obligation, the cost will be for the Lessee's account.

20. The Lessee shall not make any alterations or additions to the Premises or do any installations therein, whether structural or otherwise, nor drive or permit to be driven in nails or screws into the walls, ceiling or furniture of the said Premises. The Lessee shall not do anything or permit anything to be done that may be cause damage to the walls or any portion of the Premises.
21. The Lessee shall not use any apparatus or carry on any trade or process nor keep any combustibles or hazardous goods on the Premises which may violate the Lessor's insurance policy.
22. The Lessor and/or the Lessor's workmen and/or the Agent shall at all reasonable times, and with reasonable notice to the Lessee, be at liberty to enter into the said Premises to inspect the Premises and to do any/carry on any work that may be required to be done to the said Premises for the preservation thereof.
23. The Lessee shall not be entitled to withhold any monies payable by him in terms of this Agreement under any circumstances whatsoever.

GENERAL:

24. The Lessor shall not be responsible for any damages caused by a leakage, rain, hail or fire, or any cause whatsoever to the Premises, nor shall the Lessor be responsible for any loss or damage which the Lessee may sustain by reason of any act whatsoever or neglect on the part of the Lessor or any of his employees. The Lessor shall furthermore not be responsible for any loss or damage which the Lessee may sustain by reason of the Premises hereby let becoming defective in any manner at any time during the Agreement or by reason of any repairs for which the Lessor is responsible, not being affected timeously or at all.
25. The Lessor shall have the right to affix and exhibit the Agent's "To Let" notice on the Premises for a period of 3 (THREE) months prior to the termination of this Agreement, and a "For Sale" notice at any time during the subsistence of the Agreement. The Lessee shall permit the Agent and prospective lessee's or buyers to view the whole of the Premises during reasonable hours, and with reasonable notice to the Lessee, at any time during the subsistence of this Agreement.
26. The Lessor and/or the Agent shall not be liable to the Lessee for any injury or loss or damage of any description which the Lessee or any member of the Lessee's family, or any employee or employee or any relative, friend, acquaintance, visitor, invitee or guest of the Lessee may sustain directly or indirectly in or about the Premises. The Lessee hereby accepts responsibility for, and indemnifies the Lessor or any of his employees or the Agent against any claim by any such person of any injury, loss or damage sustained

CANCELLATION, BREACH AND THE CONSUMER PROTECTION ACT:

27. The Consumer Protection Act No 68/2008 (the "CPA") prescribes, inter alia, the following:
(ONLY APPLICABLE IF LESSEE IS A NATURAL PERSON)

Notwithstanding anything contained in this Agreement, the parties record that the following provisions of the CPA shall be applicable to this Agreement, where applicable:

- 27.1** Section 14(2)(a) and Regulation 5(1) which stipulates that the maximum duration of a fixed Agreement is 24 months from the date of signing thereof by the Lessee, unless a longer period is expressly agreed with the Lessee and the Lessor can show a demonstrable benefit to the Lessee
- 27.2** Section 14(2)(b), which entitles the Lessee or Lessor to cancel the Agreement before its due expiry date by giving 20 business days' notice of cancellation to the Lessor, subject to the Lessor's right to claim a reasonable cancellation penalty. The Lessor and Lessee herewith agree that a reasonable penalty would be an amount equal to 3 (three) months' rent. The Lessor and Lessee further agree that the Lessee shall be liable for such expenses as is reasonably necessary by the Lessor to find a replacement Lessee.
- 27.3** Section 14(2)(c) which entitles the Lessor to cancel the Agreement 20 business days after giving written notice to the Lessee of a material failure by the Lessee to comply with the Agreement unless the Lessee has rectified the failure within that time.
- 27.4** Section 14(c) stipulates that the Lessor shall, not more than 80 and not less than 40 business days before the expiry date of the Agreement, notify the Lessee in writing or any other recordable form of the impending expiry date, including notice of:
- 27.4.1** Any material changes that would apply if the Agreement is to be renewed or may otherwise continue beyond the expiry date;
- 27.4.2** The fact that upon the expiry of the fixed term of the Agreement, it will automatically be continued on a month-to-month basis, subject to any material changes of which the Lessor has given notice, unless the Lessee expressly directs the Lessor to terminate the Agreement on the expiry date; or agrees to a renewal of the Agreement for a further fixed term.
- 28.** In the instance of the CPA not being applicable, cancellation of the Agreement by the Lessee before the expiry of the Rental Term shall be subjected to consent thereof by the Lessor. The Lessor maintains the right and may set certain reasonable conditions to cancellation by the Lessee of the Agreement. The Lessor's consent to cancel is subject to, but not limited to, the finding of a suitable alternative Lessee to act as a replacement Lessee and rental term as approved by the Agent. The Lessee shall be responsible to pay a cancellation fee in the sum of **R18 000 (EIGHTEEN THOUSAND RAND)** to the Agent. The cancellation cost is not deductible from the deposit and shall be payable prior to the formal cancellation of the Agreement.
- 29.** If legal steps are necessary for the recovery of any monies due in terms of this Agreement, the Lessee will be responsible for payment of all legal costs on an attorney and client scale.
- 30.** As far as the CPA is not applicable, and the rent, as aforesaid, or any other sum or sums payable by the Lessee hereunder not be paid promptly and on due date, or should the Lessee in any other respect whatsoever contravene or permit contravention of any one or more of the provisions and conditions of this Agreement or fail to observe or adhere to any

one or more of the same, the Lessor, notwithstanding any previous waiver to the contrary on his part of any of his rights under this Agreement, shall give written notice to the Lessee to remedy such breach. The notice shall be delivered to the Lessee at the Premises. Failure by the Lessee to remedy the breach within the prescribed period, shall entitle to Lessor to immediately and without further notice whatsoever, cancel this Agreement and take possession of the Premises, The Lessor may take whatever legal action as may be necessary for the immediate eviction of the Lessee from the Premises, without prejudice to any other rights which the Lessor may have in law to claim rent already due and compensation for such further damages as the Lessor may sustain by reason of the Lessee's breach or default, including legal costs of whatsoever nature.

31. In the instance of the CPA not being applicable and should the Lessee desire to enter into a further Agreement with the Lessor, the Lessee shall give written notice to this effect to the Agent not less than three (THREE) months prior to the date of expiry of this Agreement. Should the Lessor be prepared to a further Agreement to let the Premises, the parties shall negotiate a new Agreement through the Agent. If the Lessee does not give the notice as stated above, it shall be accepted that the Lessee shall vacate the Premises on or before the expiry date of the Rental Term, and the Lessor and/or the Agent shall have the right to re-let the Premises.

NOTICE, RECEIPT AND AGENCY:

32. The Lessee hereby places on record that he acknowledges the Agent to be the duly authorized Agent of the Lessor, and that it may exercise on behalf the Lessor all the Lessor's rights and claims in terms of this Agreement. Maranatha Behuising (the Agent) as authorized agent has the right to sign the Agreement on behalf of the Lessor. All processes for the recovery of rent or eviction or the fulfilment of any of the conditions hereof or for the recovery of any damage or loss suffered through the Lessee's breach of any of the conditions hereof or through the Lessee's failure to vacate the Premises timeously on expiry of the Rental Term may be taken either by the Agent or the Lessor.
33. The Lessee agrees that no receipt shall be valid unless given on the Agent's customary receipt form. Furthermore, no error, if any, on such receipt shall be binding on the Agent or the Lessor, until such error is rectified.
34. Any notice to be given to the Lessee shall be considered sufficient if addressed to him/her at the Premises which the Lessee hereby chooses for the purposes of citation and execution.
35. The Lessee hereby agrees to pay to the Agent the cost of this Agreement which is 5% (FIVE PERSENT).

DESTRUCTION OR DAMAGE:

36. If the Premises is destroyed or so damaged that it can no longer be beneficially occupied, this lease shall, unless the parties agree in writing otherwise, terminate when that happens.
37. If the Premises is damaged, but can still be beneficially occupied, this lease shall remain in force and the Lessor shall repair the damage without undue delay. The rent shall be abated so as to compensate the Lessee fairly for the effects of the damage and repair work. Failing agreement on such abatement or on the applicability of this clause to any particular circumstances, the matter shall be referred to an expert appointed by the parties jointly or, if they do not agree on such appointment, nominated by the The Estate Agents Affairs Board of South Africa, and the decision of such expert shall be final and binding. The expert's fees and disbursements, including any inspection costs, shall be borne and paid by that party against whom, in the sole opinion of the expert, is liable for such costs. Pending

determination of the abatement, the Lessee shall continue to pay the full rent for the Premises as if it had not been damaged and as soon as the matter has been resolved the Lessor shall make the appropriate repayment to the Lessee.

38. Notwithstanding anything to the contrary herein contained, if any damage to the Premises or the destruction thereof is caused by an act or omission for which:
- 38.1 either party is responsible in terms of this lease or in law, the other party shall not be precluded by reason of any of the a foregoing provisions of this clause 41 from exercising or pursuing any alternative or additional right of action or remedy available to the latter party under the circumstances (whether in terms of this lease or in law); or
- 38.2 the Lessee is responsible in terms of this lease or in law, the Lessee shall continue to pay on due date all amounts including rent payable by the Lessee in terms of this lease.

LESSOR AND AGENT:

39. The Agent will not be held responsible by the Lessor for any damages caused by the Lessee to the rented property.
40. The Lessor agrees to pay the Agent a collection fee 5% VAT included and further agrees not to terminate the Agent's appointment during the currency of this Agreement, or alternatively make payment of the collection fee which would be due to the Agent for any remaining period of the Agreement during which the Agent is not required to collect the rent.
41. Special conditions: $\frac{3}{4}$ **MATTRAS PROTECTOR X 2**

DECLARATION BY LESSEE(S)

I/WE, _____
 ("The Lessee") herewith confirm that:

1. This Agreement was presented to me in plain language and that I understand the contents thereof.
2. I was not forced, coerced, influenced or pressurised unduly, harassed or placed under duress to sign this Agreement and no unfair tactics or any other similar conduct with regard to the negotiation, conclusion, execution or enforcement of this Agreement were applied to me.
3. This Agreement was not the result of direct marketing and as such the cooling off period as referred to in Section 16 of the CPA is not applicable to this transaction.
4. I have had the opportunity to personally inspect the Property prior to entering into this Agreement and have verified for myself that it is suitable for the intended purpose of this Agreement.
5. I have had the opportunity to obtain legal or other advice regarding the contents thereof, and I have exercised such right before signing this Agreement, or I have elected, out of my own choice, to waive such right.

THUS DONE AND SIGNED BY THE LESSEE(S) AT _____

On this _____ day of _____ 20_____

WITNESS

LESSEE(S)

THUS DONE AND SIGNED BY THE LESSOR(S) AT _____

On this _____ day of _____ 20_____

WITNESS

LESSOR(S)

THE AGENT (FOR MARANATHA BEHUISING)
Who hereby accepts the benefits of this Agreement.