

**AGREEMENT OF LEASE**

between

Identification Number - - -  
("the Lessor")

and

- - -  
Identification Number - - -  
("the Lessee")

in relation to

- - -

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## 1. INTERPRETATION & DEFINITIONS

In this Lease, unless the context otherwise indicates:

- 1.1. the singular shall import and include the plural and vice versa;
- 1.2. words indicating one gender shall import and include the other gender;
- 1.3. words indicating natural persons shall import and include artificial persons;
- 1.4. the head notes to this Lease are used for the sake of convenience only and shall not govern the interpretation of the clause to which they relate;
- 1.5. the following words and expressions shall, in addition to their respective ordinary meanings, bear the following meanings assigned to each of them respectively:
  - 1.5.1. **“Identification number”** means the identifying number of a Party, being either its registration number in relation to an incorporated entity, or the identity or passport number in relation to a natural person;
  - 1.5.2. **“Lease”** means this lease agreement and all annexures thereto;
  - 1.5.3. **“Leased Premises”** means - - -;
  - 1.5.4. **“Lessor”** means xxx, Identification Number - - -;
  - 1.5.5. **“Lessee”** means - - -, Identification Number - - -;
  - 1.5.6. **“Occupation Date”** means - - -;
  - 1.5.7. **“Party”** means any party to this Lease and **“Parties”** means both parties to this Lease;
  - 1.5.8. **“Signature Date”** means the date of last signature of this Lease by the Parties;
- 1.6. if any provision in the aforesaid definitions is or contains a substantive provision

imposing rights and/or obligations on a Party/ies, effect shall be given to such provision as if it were a substantive provision in the body of this Lease;

- 1.7. any reference to an enactment is to that enactment as at the date of signature hereof and as amended or re-enacted from time to time;
- 1.8. when any number of days is prescribed in this Lease, same shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a Saturday, Sunday or public holiday, in which case, the last day shall be the next succeeding day which is not a Saturday, Sunday, or public holiday. The term "business day" shall mean any day other than a Saturday, Sunday or public holiday;
- 1.9. where any term is defined within the context of any particular clause in this Lease (other than definitions appearing in clause 1), unless it is clear from the clause in question that the term so defined has application to the entire Lease, that defined term shall bear the meaning ascribed to it for the entire main parent clause wherein it is defined (i.e. clause 1 or 2 or 3 etc), including all sub-clauses thereto, and not for the entire Lease;
- 1.10. a reference to a Party includes that Party's successors and permitted assigns;
- 1.11. in annexures to this Lease that do not themselves contain their own definitions expressions defined in this Lease shall bear the same meanings in such annexures;
- 1.12. the expiration or termination of this Lease shall not affect such of the provisions of this Lease as expressly provide that they will operate after any such expiration or termination, or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for such;
- 1.13. the use of the word "including" followed by a specific example/s shall not be construed as limiting the meaning of the general wording preceding it and the *eiusdem generis* rule shall not be applied in the interpretation of such general wording or such specific example/s;
- 1.14. the rule of interpretation that a contract, or any part of a contract, is to be interpreted against the Party responsible for the drafting or preparation of the contract, shall not apply.

## **2. INTRODUCTION**

- 2.1. The Lessor is the owner of the Leased Premises.
- 2.2. The Lessee has agreed to lease the Leased Premises from the Lessor on the terms and conditions set out in this Lease.

## **3. LETTING AND HIRING**

The Lessor hereby lets and the Lessee hires the Leased Premises on the terms of this Lease. The Lessor does not warrant that the Leased Premises are fit for the purposes for which they are intended to be utilized by the Lessee.

#### **4. DURATION**

- 4.1. This Lease shall endure for a period of - - - calculated from the Occupation Date.
- 4.2. The Lease will be automatically renewed for further periods of 1 (one) year at a time unless either Party gives written notice to the other Party not less than 60 (sixty) days before the end of the Lease period, or any renewal period.

#### **5. DEPOSIT**

- 5.1. The Lessee will provide the Lessor with a deposit in the sum of - - -.
- 5.2. The deposit will provide the Lessor with security for the due and punctual fulfilment by the Lessee of its obligations to the Lessor under this Lease and, in the event of any breach of this Lease the Lessor shall be entitled to apply the deposit to the Lessee's default, without prejudice to any other rights that the Lessor may have under this Lease.

#### **6. RENT**

- 6.1. The rental payable by the Lessee to the Lessor is - - -, excluding VAT (if applicable) per month.
- 6.2. In the event that this Lease endures for longer than 1 (one) year, the rent shall escalate annually at a rate equivalent to - - - on each anniversary of the Occupation Date. The escalation shall be compounded annually.
- 6.3. The rent shall be paid monthly in advance, free of any deduction or set-off of whatsoever nature into the bank account nominated by the Lessor in writing or the purposes of such payment.
- 6.4. Interest shall accrue on all amounts not paid timeously by the Lessee to the Lessor, at the rate of 15% (fifteen percent) per annum, calculated from the due date for payment until the date of payment by the Lessee.

#### **7. ADDITIONAL CHARGES**

- 7.1. The Lessee shall be liable for and shall be obliged to pay the following in regard to the Leased Premises:
  - 7.1.1. all electricity, water and sewer consumption charges including any increases to the charges levied by the Local Authority from time to time;
  - 7.1.2. any increase/s in the rates and taxes applicable to the Leased Premises; and
  - 7.1.3. any levies due in regard to the Leased Premises.

#### **8. ASSIGNMENT AND SUBLETTING**

- 8.1. The Lessee shall not, except with the prior written consent of the Lessor:
  - 8.1.1. cede or assign all or any of the rights and obligations of the Lessee under this lease;
  - 8.1.2. sublet the Leased Premises in whole or part; or

8.1.3. give up possession of the Leased Premises to any third party.

## 9. SUNDRY DUTIES OF THE LESSEE

9.1. The Lessee shall:

9.1.1. keep the Leased Premises and all parts thereof clean, tidy, and habitable;

9.1.2. take all reasonable measures to protect the Leased Premises from abuse damage, destruction, and theft;

9.1.3. not contravene any of the conditions of title of the Leased Premises or any of the laws, rules or regulations affecting owners, tenants or occupiers of the Leased Premises;

9.1.4. be responsible for the procurement of any licenses of whatsoever nature required in order for the Lessee to conduct any business activities on the Leased Premises, and, for all costs associated with such licenses;

9.1.5. ensure that the Leased Premises do not pose a nuisance to any third party from whatsoever cause;

9.1.6. not leave refuse or allow it to accumulate in or about the Leased Premises except in adequate refuse bins suitably placed;

9.1.7. refrain from interfering with the electrical, plumbing, or gas installations (if any) or systems serving the Leased Premises, except as may be necessary to enable the Lessee to carry out its obligations of maintenance and repair in terms of this lease; and

9.1.8. not do or display anything which causes the Leased Premises to appear unsightly;

9.1.9. the Lessee is precluded from keeping pets at the Leased Premises;

9.1.10. indemnify the Lessor against any claims that may be made against the Lessor in relation to the Leased Premises, including without limitation, the following claims that may be made by third parties in relation directly or indirectly to the Lessee occupancy of the Leased Premises:

9.1.10.1. in relation to any nuisance on the Leased Premises;

9.1.10.2. in relation to any harm suffered, of whatsoever nature, by third parties whilst they, or any other person, is on the Leased Premises.

## 10. MAINTENANCE AND REPAIRS

10.1. Within 7 (seven) days from the Occupation Date, the Lessee shall provide the Lessor with a written list of any defects in the Leased Premises. Save as is otherwise provided for in this Lease, the Lessor shall not be liable to make good such defects. However, the Lessee will not be liable for the repair of such defects on the termination of this Lease. Save as is specifically recorded in the written list of defects provided by the Lessee to the Lessor, as envisaged by this clause 10.1, the Leased Premises shall be

deemed to have been received by the Lessee in good order and repair.

- 10.2. The Lessee shall at its own expense and without recourse to the Lessor:
- 10.2.1. throughout this Lease maintain in good order and condition the interior of the Leased Premises, including all windows and doors;
  - 10.2.2. be solely liable for (and indemnify the Lessor against) claims by any occupants of the Leased Premises, their guests or any third parties that may enter the Leased Premises, for losses, of whatsoever nature, sustained by such persons on the Leased Premises;
  - 10.2.3. promptly repair or make good all damage occurring in or to the interior of any of the Leased Premises from time to time during the Lease period, whatever the cause of such damage, and including damage to any window or door, and replace all the same (as well as any keys) which have been broken, lost or destroyed (again regardless of cause);
  - 10.2.4. on the termination of this Lease, howsoever and whenever it terminates, return to the Lessor in good order, condition and repair, the Leased Premises and all parts thereof, together with the landlord's fittings, equipment and all keys.
- 10.3. Should the Lessee fail to carry out any of its obligations under this Lease in relation to any maintenance, repair, or replacement, the Lessor shall be entitled, without prejudice to any of its other rights or remedies, to affect the required item of maintenance, repair, or replacement and to recover the cost thereof from the Lessee on demand.

## **11. ALTERATIONS, ADDITIONS AND IMPROVEMENTS**

- 11.1. The Lessee shall not make any alterations or additions to any of the buildings, the Leased Premises, any part thereof without the Lessor's prior written consent, but the Lessor shall not withhold its consent unreasonably to any such alterations or addition which is of a minor nature and not structural.
- 11.2. If the Lessee does alter, add to, or improve the Leased Premises in any way, whether in breach of clause 11.1 or not, the Lessee shall, if so required in writing by the Lessor, restore the Leased Premises on the termination of this lease to its condition as it was prior to such alteration, addition or improvement having been made. the Lessor's requirement in this regard may be communicated to the Lessee at any time, but not later than 90 (ninety) days after the Lessee has delivered up the Leased Premises pursuant to the termination of this lease, and this clause shall not be construed as excluding any other or further remedy which the Lessor may have in consequence of a breach by the Lessee of clause 11.1.

## **12. DAMAGE TO OR DESTRUCTION OF LEASED PREMISES**

If the Leased Premises are destroyed or so damaged that they can no longer be beneficially occupied, the Lessor shall be entitled to immediately terminate this Lease at its sole discretion, alternatively in the Lessor's sole discretion, it shall be entitled to suspend the operation of this Lease until such time as the Leased Premises are restored to a position that is reasonably lettable, where after the provisions of this Lease shall

continue.

### **13. BREACH & TERMINATION**

13.1. In the event that the Lessee should commit any breach of this Lease, including without limitation in the event that the Lessee should fail to make timeous payment of any amounts due to the Lessor, the Lessor shall be entitled to, entirely without prejudice to any other rights that the Lessor may have in law, to:

13.1.1. to cancel this Lease; or

13.1.2. to enforce this Lease.

13.2. Upon the termination of this Lease, regardless of the cause thereof, the Lessee, and all persons who claim occupation through the Lessee, shall immediately vacate the Leased Premises. Without detracting from the generality of the foregoing provisions of this clause 13.2, it is agreed that upon termination of this Lease, for whatsoever cause:

13.2.1. the Lessee shall ensure that all occupants shall immediately vacate the Leased Premises;

13.2.2. the Lessee shall ensure that any of its staff or employees immediately vacate the Leased Premises.

13.3. In the event of the Lessor having cancelled this Lease and the Lessee remaining in occupation of the Leased Premises, with or without disputing the cancellation, the Lessee shall be obliged to pay, and the Lessor shall be entitled to recover and accept all payments of rent and any other amounts which would have been payable to the Lessor but for the cancellation, without prejudice to and without affecting the cancellation, in all respects as if they had been payments on account of the damages suffered by the Lessor by reason of the unlawful holding over on the part of the Lessee.

### **14. NEW TENANTS AND PURCHASERS**

14.1. The Lessee shall:

14.1.1. at all reasonable times during the Lease, allow prospective purchasers of the Leased Premises or of any shares or other interests in the Lessor; and

14.1.2. during the last 3 (three) months of the Lease, allow prospective tenants of the Leased Premises,

to enter and view the interior of the Leased Premises.

### **15. MISCELLANEOUS MATTERS**

15.1. Attorney & Client Legal Costs

In the event that it is necessary for the Lessor to take legal action against the Lessee in relation to any breach by the Lessee of this Lease, the Lessee shall be liable for the payment of the Lessor' legal fees on the scale as between attorney and client.

15.2. Negotiated Terms



The terms and conditions of this Lease are the result of negotiations between them and that this Lease shall not be construed in favour of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Lease.

15.3. Entire Contract

This Lease contains all the express provisions agreed on by the Parties relating to the subject matter of the agreement and the Parties waive the right to rely on any express provisions not contained herein.

15.4. Variation, Cancellation & Suspension

No variation of any of the terms and conditions of this Lease will be binding on the Parties unless committed to writing and signed by them respectively.

15.5. Waivers

No indulgence which any Party/ies may grant to any other shall prejudice or constitute a waiver of the rights of the grantor, who shall not thereby be precluded from exercising any rights against the grantee which may have arisen in the past or might arise in the future.

15.6. Cession

Except as specifically contemplated in this Lease, no Party may cede any rights nor delegate any obligations in terms of this Lease without the prior written consent of all of the other Parties.

15.7. Successors

The provisions of this Lease shall be binding upon the successors-in-title and assigns of the Parties.

15.8. Governing Law

This Lease and all matters or disputes arising therefrom or incidental thereto, shall be governed and construed in accordance with the laws of the Republic of South Africa.

15.9. Signature in Counterparts

This Lease shall be capable of execution in two or more counterparts, each of which shall be deemed to be an original but which together shall constitute one document.

15.10. Joint & Several Liability

In the event that more than one Party signs as the Lessee under this Lease, their liability hereunder shall, in all respects, be joint and several.

15.11. Notices

15.11.1. Any notices to be given to the Parties in terms of this Lease or in terms of this

Lease shall be in writing and delivered: (1) by hand during ordinary business hours or (2) posted by prepaid registered post to the addresses mentioned hereunder or (3) where applicable, by telefax to the address nominated below or (4) where applicable by email to the address below, which addresses the Parties choose as *domicilium citandi et executandi* for all purposes arising out of this Lease.

**The Lessor**

Physical Address:- - -

Email: - - -

**The Lessee**

Physical Address:- - -

Email: - - -

or any other such address within the Republic of South Africa as either Party may choose by written notice to the other.

- 15.12. Every notice shall be deemed to have been properly given:
  - 15.12.1. if delivered by hand, on the date of delivery;
  - 15.12.2. if sent by prepaid registered post 7 (seven) days after the date on which the notice is posted;
  - 15.12.3. if sent by facsimile or email, upon the successful transmission thereof to the recipient.
  - 15.12.4. 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*.

**SPECIAL / ADDITIONAL TERMS**

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Signed at \_\_\_\_\_ on \_\_\_\_\_ 20\_\_

**xxx**

**Lessor Signature:** \_\_\_\_\_

Witness Full Name: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Signed at \_\_\_\_\_ on \_\_\_\_\_ 20\_\_

**---**

**Lessee Signature:** \_\_\_\_\_

Witness Full Name: \_\_\_\_\_

Witness Signature: \_\_\_\_\_



**NEW TENANT APPLICATION FORM**Landlord:      **xxx**Property:      **---**

Applicant full name	
Identity number	
Marital status	
Current residential address	
Postal address	
Cell phone number	
Email address	
Employer name	
Employer contact number	
Length of service with the employer	
Monthly after tax income	
Name of current landlord	
Duration of current lease	
Contact number for current landlord	
Name of spouse / partner	
Identity number	
Cell phone number	
Spouse employer	
Employer contact number	
Length of service with the employer	
Additional Resident 1: Name & Id/Dob	
Additional Resident 2: Name & Id/Dob	
Additional Resident 3: Name & Id/Dob	
How long do you intend to lease the property for?	

<b>Income Declaration</b>	<b>Applicant</b>	<b>2<sup>nd</sup> Applicant (if applicable)</b>
Salary (net after tax and deductions)		
Commission		
Maintenance		
Other		
<b>Total Monthly Income</b>		

<b>Expenses</b>	<b>Applicant</b>	<b>2<sup>nd</sup> Applicant (if applicable)</b>
Rent		
Mortgage repayments		
Vehicle finance		
Insurance (short term)		
Life insurance		
Medical Aid		
Transport		
Fuel		
School (or other education) fees		
Water, electricity, rates & taxes & levies		
Clothing		
Entertainment		
Maintenance		
Telephone		
Cellphone		
Data contracts		
Domestic employees		
Security		
TV License & MTN (DSTV)		
Credit card repayments		
Retail credit accounts		
Garnishee orders		
Other		
<b>Total Monthly Expenditure</b>		

**Documents to be provided together with this application:**

- Identity document (or passport) for the applicant and the spouse / partner (if applicable)
- Last three months salary slips (self employed applicant's are required to submit a letter from an auditor/accounting officer)
- Last three months bank statements

**The terms and conditions of this application**

1. The applicant hereby consents to the landlord performing a credit search on the Applicant's credit record so as to validate the applicant's ability to meet its commitment under the proposed lease agreement, both in the consideration of this application, and at any time thereafter.
2. The applicant warrants and represents that the information contained in this application form, together with the documents submitted herewith, is true and correct and understands that the accuracy of the information contained herein is vitally important to the landlord's assessment of the application.
3. It is agreed and understood that this application does not constitute a binding lease agreement and that a lease agreement will only come into existence upon the conclusion of a written agreement of lease between the applicant and the landlord.

Signed at \_\_\_\_\_ on \_\_\_\_\_ 20\_\_

- - -

**Applicant Signature:** \_\_\_\_\_

Witness Full Name: \_\_\_\_\_

Witness Signature: \_\_\_\_\_