

AGREEMENT OF LEASE

MADE AND ENTERED INTO BY AND BETWEEN

NAME:

ID NO:

The **LESSOR** hereinafter called "**THE LESSOR**" on the one hand, and

NAME:.....

ID NO:

(Hereinafter called "**THE LESSEE**") on the other hand who will personally occupy the **premises** together with his/her immediate family.

Please initial here

WHEREAS the **LESSOR** is the owner of the house situated at:

ADDRESS:

.....
.....
(Hereinafter called "the dwelling")

WHEREAS the **LESSOR** is prepared to let the **dwelling** to the **LESSEE**, and the **LESSEE** is prepared to hire the **dwelling** from the **LESSOR**, and WHEREAS the **LESSOR** and **LESSEE** have reached agreement as to the terms upon which such letting and hiring shall be made, subject to such terms being recorded in writing,

IT IS THEREFORE NOW HEREBY AGREED as follows:

- 1. LETTING AND HIRING. The **LESSOR** hereby lets, and the **LESSEE** hereby hires, the dwelling (which includes the perimeter wall which is in existence on the perimeter of the property).
- 2. DURATION. The lease shall commence on and shall continue for a fixed period of ending on
- 3. NOTICE OF RENEWAL.
 - 3.1 The **LESSEE** shall give written notice to the lessor of his/her intention to vacate the **PREMISES** at least **2 (TWO) calendar months** prior to the **termination date** of the lease period;
 - 3.2 If the **LESSEE** does not give written notice as mentioned in clause 3.1 the lease agreement will continue on a two calendar month to month basis until a written notice to vacate the **PREMISES** is received or a new addendum or lease agreement has been signed by both parties concerned.

4 RENTAL.

The rental payable by the **LESSEE** in terms of this lease shall be the sum of SOUTH AFRICAN RANDS payable monthly in advance for the period from

- 4.1 Such rental shall be payable on or before the last day of each month, in advance to the **LESSOR** by means of bank deposit into the following bank account:

NAME OF ACCOUNT HOLDER:

.....

BANK:

ACCOUNT NO:

BRANCH CODE:

Please initial here

Should the rental payment be made by means of bank deposit, the **LESSEE** agrees to supply the **LESSOR** with a copy of the deposit slip for proof of payment on such same day.

- 4.3 Interest will be charged at the maximum bank rate as prescribed by the “Usury Act” as well as an administration fee will be charged on any late payments.
- 4.4 The **LESSEE** shall not be entitled to withhold the rental or to claim any refund in respect of rental paid, for the reason, of any defect whatsoever in the dwelling.
- 4.5 In the event of any rental cheques not being honoured by any bank, such payments will from then onwards only be accepted in the form of cash or a bank-guaranteed cheque.

5. DEPOSIT.

- 5.1 As security a deposit of ZAR) is payable immediately after the **LESSEE** has signed this Agreement, to the **LESSOR**, and will be kept in a trust account. The **LESSEE** and the **LESSOR** hereby agree that the deposit for the above will be kept by the **LESSOR** in the manner stipulated in clause 5 of this agreement, until the **LESSEE** has vacated the premises at the termination of the lease.
- 5.2 The deposit will be refunded to the **LESSEE** in addition to the interest after the end of the contract.
- 5.3 On termination of the lease, after the **LESSOR** has made full and proper inspection of the **premises** the **LESSOR** may at his discretion apply the deposit towards the payment of all amounts for which the **LESSEE** is liable under this Agreement including but not restricted to:
- any amount owing by way of unpaid rent;
 - any amount owing for municipal services rendered to the premises as per account e.g. electricity, water(s) and refuse removal. The **LESSEE** agrees to supply the **LESSOR** with a copy of his/her final municipal account for this purpose;
 - any amount owing to Telkom for telephone accounts. The **LESSEE** agrees to supply the **LESSOR** with a copy of his/her final Telkom account for this purpose;
 - the costs of repairing damage to the **dwelling** to restore the **dwelling** to the condition in which it was received at the commencement of the lease, which includes all nails in the walls to be removed, and the walls restored and re painted should this be necessary, (fair wear and tear expected);
 - the cost to replace lost keys;
 - to clean the carpets and the premises;
 - to clean pool and/or garden ;
 - legal costs that may occur if legal proceedings are taken against the

LESSEE by the **LESSOR** in terms of this agreement.

- 5.4 The balance, if any, of the deposit shall be refunded to the **LESSEE** as soon as possible, but not later than 30 (thirty) days after termination of the lease.
- 5.5 The **LESSEE** hereby consents thereto that the deposit amount will not be used by himself/herself (the **LESSEE**) as payment of the rental amount due to the **LESSOR**.
6. USE OF DWELLING. The **LESSEE** shall use the dwelling solely for the purpose of a private residence.
7. COSTS OF PREPARATION OF LEASE. The costs in connection with the preparation of this lease shall be paid by the **LESSOR**.
8. MUNICIPAL FEES.
- 8.1 The **LESSOR** shall be liable to pay all rates and taxes payable in respect of the dwelling to the local authority.
- 8.2 The **LESSEE** shall be liable for and shall promptly pay the costs of municipal services rendered to the premises e.g. electricity and any water(s) consumed on the premises (including electricity service charges and refuse removal), and shall arrange with the said local authority to submit such accounts directly to the address of the **LESSEE** will be responsible for payment of ADT connection

The **LESSEE** shall furthermore abide by and comply with all municipal, provincial, and other ordinances and regulations in connection with noise, traffic, pollution, smoke, and other such matters.

9. ALTERATIONS AND ADDITIONS. Should the **LESSEE** require any alterations or additions to the dwelling the **LESSOR** will be entitled to instruct the appropriate professionals to plan and supervise such additions or alterations, which the **LESSEE** might wish to effect.
- 9.1 The **LESSOR** shall, however, have the right to refuse such alterations or additions for valid reasons given to the **LESSEE** for such refusal.
- 9.2 All fixtures so placed in or upon the said dwelling shall be and remain the property of the **LESSOR** if she/he so wishes.
10. INSURANCE.
- 10.1 The **LESSOR** shall insure the dwelling but the **LESSEE** will be liable and compelled to insure the furniture and effects contained in the dwelling at his/her own expense and cost. The **LESSEE** shall not use or store, or allow to be used or stored, on or within the dwelling, any liquid, or other article of a dangerous or inflammable nature that may incur risk of fire to the dwelling.
- 10.2 The **LESSEE** shall not do anything, which may or may not be calculated to increase the rate of any insurance presently held by the **LESSOR** in respect of

the dwelling, or invalidate or otherwise endanger any such insurance.

10.3 In case of furniture or effects e.g. Hosepipe and sprayers/fittings, barbeque rake, etc. contained in and around the dwelling be lost or stolen due to negligence by the **LESSEE** the replacement thereof will be for the account of the **LESSEE**.

11. SUBLETTING, CESSION AND ASSIGNMENT. The **LESSEE** shall not be entitled to cede or assign this lease or to sublet or otherwise part with possession of, the dwelling or any portion thereof, or to permit any other person to use or occupy the dwelling or any portion thereof without the written consent of the **LESSOR** first being obtained, the granting of which consent the **LESSOR** shall not unreasonably withheld.

12. TOTAL OR PARTIAL DESTRUCTION OF DWELLING BY VIS MAJOR OR CASUS FORTUITUS. If as a consequence of the **LESSEE** being deprived wholly or partially of use and enjoyment of the leased dwelling by fire, flood, storm, riot, warfare, etc., and the dwelling:

12.1. is wholly destroyed, this lease shall thereupon terminate.

12.2. is partially destroyed, the **LESSEE** shall enjoy an abatement of rent in proportion to the extent to which he is deprived of use or occupation of the dwelling until the partial destruction thereof is remedied; the amount of such abatement shall be agreed between the **LESSOR** and **LESSEE**.

The **LESSEE** will have no claim against the **LESSOR** for any events, other than those stated in Clause 12 of this agreement.

13. SERVICE OF NOTICES: CHOICE OF DOMICILIUM CITANDI. As a DOMICILIUM citandi et executandi the parties choose their DOMICILIUM addresses and notice by one party to the other in connection with this lease, addressed and posted to such DOMICILIUM, shall be deemed to have been received by the party to which it has been addressed.

ADDRESS OF DOMICILIUM:

THE LESSOR:

THE LESSEE:

14. JURISDICTION. The **LESSOR** and the **LESSEE** herewith agree that all disputes arising from this agreement are to be settled by binding arbitration in terms of the Arbitration Act, No 42 of 1965. In the event of any dispute between the LESSOR and LESSEE emanating from this agreement, the Pretoria Bar Council will be approached to appoint Senior Council as an arbitrator for the arbitration proceedings. Each party will carry their own legal costs. The arbitrator's fee will be paid by both parties. The arbitrator will be mandated to award costs. The judgement of the arbitrator will be final and binding to each of the parties.

Please initial here

15. REPAIRS AND MAINTENANCE.

- 15.1 The **LESSEE** shall make good and repair at his own cost any damage or defect which occurs to the premises during his occupancy, or alternatively re-imburse the **LESSOR** for the costs of replacing, repairing or making good any such damage and/or breakage which arise(s) as a result of any activity on the part of the **LESSEE**, his guests, servants or agents.
- 15.2 The **LESSEE** shall at his own expense replace where necessary all fluorescent tubes, starters, globes, ballasts, fuses, and incandescent bulbs used in the dwelling; he/she shall maintain all locks, keys, and fastenings, all light fittings as well as all electronic remote controls should be in proper working order.
- 15.3 The **LESSEE** undertakes to keep the **dwelling** in a clean and sanitary condition during the term of this lease.
- 15.4 The **LESSEE** will not drive nails into plastered walls unless prior approval is sought from the **LESSOR**.
- 15.5 The **LESSOR** undertakes to keep the structure (including the roof and main walls of the **dwelling**) in a good state of repair internally and externally. As regards ordinary leakage caused by defects in roofs, gutters and walls it shall be the duty of the **LESSEE** to notify the **LESSOR** of such leakage, and the **LESSOR** shall take steps to have the defects rectified at the **LESSORS** own expense with no more delay than is reasonable.
- 15.6 The **LESSEE** undertakes to give written notice of any problems that may occur at the said dwelling to the **LESSOR**.
- 15.6.1 In the case of emergency repairs concerning the water or electricity supply or the security system at the said dwelling, contractors will be appointed by the **LESSOR** to repair same within 24 (TWENTY FOUR) hours, failing which, the **LESSEE** will have the right to appoint contractors to carry out the necessary repairs on the expense of the **LESSOR** .

16. GARDEN

- 16.1 The **LESSEE** shall during the term of this lease keep the **GARDEN** in a clean and tidy condition, free from all rubbish. The **LESSEE** shall not cut down, remove or destroy, nor permit to be cut down, removed or destroyed any trees or shrubs without the prior consent of the **LESSOR**. The **LESSEE** shall keep the **GARDEN** well watered.
- 16.2 If there is an irrigation system and or water features, the **LESSOR** shall make sure that this system is fully operational at the start of the lease term and that the water pumps are in perfect working order. The **LESSEE** shall be responsible to maintain such equipment for the duration of the lease term.

- 16.3 The **LESSEE** shall attend to the maintenance pertaining to **sewage pipes, drains, and gutters** and shall be obliged to keep the same free from obstruction and blockage. Should sewage pipes, drains or gutters become defective due to blockage, the **LESSEE** shall immediately notify the **LESSOR** in which event such obstruction be rectified at the cost of the **LESSOR**, should the above be as a result of construction defects. Should it be found that the defect is as a result of any household or personal waste the cost for such rectification will be for the account of the **LESSEE**.
- 16.3 If the **LESSEE** fails to maintain the garden the **LESSOR** will have the right to arrange for a garden service at the expense of the **LESSEE**.
17. SALE OF PROPERTY. Should the **LESSOR** at any time during the term of this **LEASE** decide to sell the property, the said sale shall be made subject to the rights of the **LESSEE** as contained herein.
18. FULL AGREEMENT. This Agreement and annexure contain all the terms and conditions of the agreement entered into by the **LESSEE** and **LESSOR**, and the **LESSEE** acknowledges and agrees that any representation, warranties, undertakings or promises whatsoever which may have been made by the **LESSOR** other than those contained in this Agreement and annexure, shall not be binding and enforceable on the **LESSOR**, and the terms of this agreement can not be verified otherwise than in writing signed by both parties.
19. DEFAULTS AND DEFECTS. Within fourteen (14) days of taking occupation of the premises, the **LESSEE** shall notify the **LESSOR** in writing of any DEFECTS in the dwelling or any of the fittings or contents thereof, and failure to do so shall constitute an acknowledgement on his part that the whole of the dwelling and/or of the fittings or contents thereof are in good order and repair.
20. INSPECTION OF PROPERTY. The **LESSOR** or his/her duly authorised agent shall at all reasonable times be entitled to enter upon the premises after notice to the **LESSEE** of such envisaged entry, to carry out any work or inspections that may be required to be done on the dwelling for the preservation or repair thereof. The **LESSOR** or his/her authorised agent will be granted access to the premises on a quarterly basis for inspection purposes. If any defaults are noticed during inspection, the **LESSEE** will be given 7 (seven) days to rectify this. If the **LESSEE** fails to repair damage, one month's notice will be given to the **LESSEE** to vacate the **PREMISES**.
- 20.1 The **LESSOR** warrants that he/she is the sole and lawful owner of the premises and that he/she or his/her duly authorised agent is able to enter into this Lease and perform its obligations. The **LESSOR** also warrants that the **LESSEE** shall and may peaceably enjoy occupation of the premises for the Lease term (and any extensions thereof), without any interruption or disturbance from the **LESSOR**, or any other person claiming by, from, through, or under the **LESSOR**.
21. REMEDIES UPON BREACH BY THE LESSEE. Should the **LESSEE** fail to pay rent on and/or any other money due by the **LESSEE** to the **LESSOR** on or before its due date, or commit a breach of any of the other terms of this lease,

the **LESSOR** shall have the right forthwith to cancel this lease and resume occupation of the dwelling, without prejudice to the **LESSOR's** rights to claim unpaid rent and any damages he may have sustained consequent upon any such failure or breach.

REPAIR OF DWELLING AT TERMINATION OF LEASE. Subject to the terms of this lease, the **LESSEE** undertakes at the expiry thereof to restore to the **LESSOR** occupation of the dwelling, and to leave all fixtures, fittings and installations in and outside the dwelling in good order and condition reasonable wear and tear expected. All nails are to be removed from the walls by the **LESSEE**, and where deemed necessary, walls are to be restored and repainted.

22. The **LESSEE** agrees to allow potential tenants, buyers and agents entrance to the named address during the term of the lease agreement providing an appointment being made prior to the visit.

23. ADDITIONAL PAYMENTS BY **LESSEE**.

All charges arising out of any telephone, DSTV smart card, and monthly subscription thereof, and security services on the premise during the duration of this lease period is the responsibility of the **LESSEE**. Should a garden and pool service be asked to maintain the garden and pool, the charges arising out these services is the responsibility of the **LESSEE**.

AGENT. Commission is payable by the **LESSOR** to the **RENTAL AGENT**, Petra Taljaard, to the amount of ZAR) in total. This amount is payable with the first rental payment.

BANKING DETAILS:

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.....
.....

24. **SPECIAL REQUIREMENTS:**

The **LESSEE** will adhere to the Home Owners Association rules.

The **LESSEE** shall not keep any household pets of whatever nature in or on the premises without the prior written consent of the **LESSOR**. Such consent of the **LESSOR** shall be subject to the applicable municipal by-laws and/or the Home Owners Association rules.

25. **DIPLOMATIC CLAUSE:**

If for any reason it becomes necessary for the Lessee to close its office of Diplomatic representation in Pretoria and leave the country or the present representative occupant will be transferred to another post, the **LESSEE**

shall be entitled to terminate the Lease with a with a written two calendar month notice period and the **LESSOR** shall refund the **LESSEE** all rental paid in advance beyond the date of vacancy. It is specially recorded that this clause overrides any other in this lease agreement to periods of notice of termination of this Lease.

Should the Lease be terminated, the **LESSEE** confirms that access by appointment at all reasonable times will be allowed from the date of notice giving for prospective clients looking to rent or buy.

All other clauses and conditions as stipulated in the original Lease Contract, remains unaltered.

THUS DONE AND SIGNED IN THE PRESENCE OF THE UNDERSIGNED WITNESSES:

LESSOR

AS WITNESS

ON THIS ____ DAY OF _____ 2014

LESSEE

AS WITNESS

ON THIS ____ DAY OF _____ 2014