



MEMORANDUM OF AGREEMENT OF LEASE

LESSOR:	
LESSEE:	
PROPERTY ADDRESS:	

MEMORANDUM OF AGREEMENT OF LEASE

made and entered into

by and between

*(hereinafter referred to as "**the Lessor**")
and duly represented if needs be by the*

Lessor's agent: _____
*(hereinafter referred to as "**the Agent**")*

and

*(hereinafter referred to as "**the Lessee**")*

Should two or more persons sign this agreement as Lessees, the said persons shall be liable jointly and severally (i.e. together or separately) for the due performance of all obligations in the lease period.

WHEREAS the Lessor is the registered owner of certain immovable property situated at:

*(hereinafter referred to as "**the Premises**")*

AND WHEREAS the Lessor has agreed to lease the Premises to the Lessee, who agrees to hire the Premises, subject to certain conditions as set out herein:

NOW THEREFORE IT IS AGREED AS FOLLOWS:

MEANING OF WORDS AND PHRASES:

Except in a context indicating that some other meaning is clearly intended, the following words have the meaning detailed hereafter:

Agent : Omni-Prop

Lessee : The person/s signing the lease or on whose behalf the lease is signed who takes responsibility for any person visiting or occupying the premises to uphold the terms of the lease.

Lessor : The owner of the leased premises or the person legally entitled to let the leased premises. The use of the word Lessor, where applicable, may also refer to the Lessor's agent.

Lease period : The initial lease period together with any extension thereof.

Parties : Means the parties to the lease (the Lessee or Lessor) and party means one of them.

Person/s : Words denoting natural persons shall be deemed to refer to juristic persons or vice versa.

Month : A calendar month.

Also note:

- Expressions in the singular also denote the plural
- Pronouns of any gender shall be deemed to include a reference to the corresponding pronoun of the other gender

IMPORTANT NOTICE FOR THE LESSEE

There are terms in this lease that:

- Limit the risk and liability of the Lessor;**
- Provide for the Lessee to accept risk or liability;**
- Impose an obligation on the Lessee not to hold the landlord or any other person liable for damage to personal property;**
- Are an acknowledgement of fact by the Lessee.**

1. LETTING AND HIRING

The Lessor hereby lets to the Lessee, who hereby hires, the Premises.

2. DATE OF COMMENCEMENT AND PERIOD

This lease shall commence on _____ and shall run for a fixed period of _____ and shall terminate on _____ on which date, unless the parties agree to enter into a new lease, the Lessee shall vacate the Premises and deliver same to the Lessor.

3. NEGOTIATION OF A NEW LEASE

3.1 Not more than 80 (EIGHTY) business days and not less then 40 (FORTY) business days before the expiry of the fixed period above, the Lessee shall be reminded in writing by the Lessor of the fact that the lease will expire.

3.2 **Should the Lessee be desirous of entering into a new lease he shall within 3 (THREE) days of receipt of the notice referred to above advise the Lessor / agent** in writing of his wishes and if the Lessor is agreeable a fresh lease shall be concluded on such terms and conditions as the parties may agree. Should the Lessor not agree to negotiate a new lease, or should the parties not agree to the terms thereof, the Lessee must vacate the leased premises by midnight on the termination date in 2.2 above.

4. OPTION TO RENEW

4.1 Not more than 80 (EIGHTY) business days and not less then 40 (FORTY) business days before the expiry of the fixed period above, the Lessee shall be reminded in writing by the Lessor of the fact that the lease will expire.

4.2 Within 3 (THREE) days of receipt of the said notice the Lessee must advise the Lessor in writing of his intentions, that is, whether he wishes the lease to lapse at the termination date in 2 or renew this lease for a further fixed period of _____. (Provided the initial term of the lease and renewal period do not extend beyond 2 (TWO) years). Any renewal will be on the same terms and conditions as this lease, save where agreed otherwise in writing, and save as to rental which will escalate by _____ % (+ VAT if applicable) per annum. Should the Lessee not exercise his rights of renewal he must vacate the leased premises by midnight on the expiry date of the lease period reflected in 2 above. If VAT is applicable, the monthly Rental above shall be exclusive of VAT.

5. RENTAL

5.1 The monthly rental in respect of the Premises for the period in 2 above shall be the sum of :

R _____ (_____ Rand)

5.2 The rental payable by the Lessee to the Lessor shall be payable monthly in advance on or before the due date being the first day of each succeeding month.

5.3 The rental shall be paid in full free of bank charges and exchange without deduction for any reason, until the expiry of this lease.

5.4 The Lessee shall be entitled to pay the rental by way of direct deposit or electronic transfer to the following bank account :

Account Name : **OMNI-PROP**
Bank : **FIRST NATIONAL BANK**
Branch : **VINCENT PARK (210121)**
Account No : **6235 643 6082**
Ref No: _____

5.5 Should a direct deposit be made by the Lessee it is essential that a copy of the deposit slip indicating the name of the Lessee as well as the address of the property rented be faxed to the Lessor's agent each month, so as to avoid payment not being credited and the Lessee being regarded as being in breach of the lease.

5.6 **KINDLY NOTE : In the event that any rental or other amount due in lease period is not paid by the due date, interest shall accrue on such overdue amount at the rate of 15,5% per annum with effect from due date to date of payment.**

6. LESSEES PENALTY FOR EARLY TERMINATION

Should the Lessee cancel the lease as provided in the Consumer Protection Act 68 of 2008, it is agreed that the Lessor may impose a reasonable penalty for cancellation provided such penalty does not exceed the quantifiable damages which would be claimable in terms of the common law.

NOTE:

The aforesaid penalty will at all times be subject to the lessor mitigating the amount of the penalty in the event of another tenant being found to lease the premises, who satisfactory meets all the current qualifying lease requirements.

7. LESSORS SECURITY

7.1 **Lessee not to remove goods on the premises:**

During the period of the lease, the Lessee shall not without the written consent of the Lessor, remove any furniture, electrical appliances, or household effects, brought onto the Premises by the Lessee, it being understood that such movable property is to remain on the Premises as security for all rental and other payments for which the Lessee is liable in terms of this agreement.

7.2 **Deposit**

The Lessee shall pay the following deposit on signing this lease and before occupation of the leased Premises :

7.2.1 A security deposit for rental and / or damages (if applicable) in the sum of R _____
(_____ Rand).

7.2.2 A municipal deposit for municipal charges and levies (if applicable) in the sum of R _____
(_____ Rand)
(Granny Flat – R500, BCM with pre paid electricity meter – R1000, BCM all inclusive – R1500)

7.2.3 Should the rental increase as a result of the lease being extended, then the Lessee will be obliged to increase on demand his deposit by an amount equivalent to the increase of rental measured over two months.

7.2.4 The security deposit shall be deposited by the Lessor's agent in an interest-bearing account where it shall remain for the lease period.

7.2.5 On termination of this lease for any reason whatsoever, the Lessor may in his sole discretion apply the deposit towards the payment of all amounts for which the Lessee is liable under the terms of this agreement including, but without limitation, arrears rental, unpaid municipal and telephone accounts, the costs of repairing damage to the Premises and or replacing lost keys, attorney-client costs incurred in the recovery of any outstanding amount and any administration fees incurred by the agent, interest or any other costs or charges for which the Lessee is liable to the Lessor.

7.2.6 The balance of the deposit (if any) shall be refunded to the Lessee, as soon as possible after an inspection of the Premises and receipt of the final municipal account, in accordance with the provisions of the Rental Housing Act 50 of 1999 and not later than 21 (TWENTY-ONE) days from when the Lessee has abandoned the Premises or the lease is terminated.

7.2.7 **The Lessee may not offset the deposit against rental due at any time during the currency of this lease, without the prior written approval of the Lessor.**

8. USE OF PREMISES

- 8.1 The Premises are let to the Lessee for occupation as a private dwelling solely by the Lessee and his immediate family, his invitees and domestic employees. Should more than _____ people occupy the Premises at any one time, then this will constitute a material breach of the lease.
- 8.2 The Lessee shall not conduct any business whatsoever from the Premises and shall not bring onto the Premises any machinery, equipment, vehicles, stock-in-trade or any other movables save those which are reasonably required for residential purposes.
- 8.3 The Lessee shall not permit the harbouring or housing of any live animals, reptiles or birds without prior written consent of the Lessor excepting the following household pet/s _____.
- 8.4 The Lessee undertakes to abide by and comply with such governmental or municipal regulations or by-laws as may apply to the occupation of the Premises. In the event of the Lessee failing to comply with such regulations or by-laws, the Lessor, without prejudice to any rights to treat such default as a breach of this lease, shall be entitled to comply with such regulations or by-laws in the name of and on behalf of the Lessee and may enter upon the Premises for such purpose, and any expense lawfully incurred by the Lessor in so doing shall be repaid by the Lessee to the Lessor on demand.
- 8.5 The Lessee shall ensure that neither he, those holding through him, his invitees and servants and especially children and pets cause a disturbance through rowdyism or a nuisance to other persons (co-tenants or neighbours) or contravene any health regulations pertaining to the Premises, all of which constitute a material breach.

9. ACKNOWLEDGEMENT BY THE LESSEE

The Lessee fully acknowledges the following facts and accepts such facts / terms of the lease.

- 9.1 **The Premises are let subject to the conditions contained in the title deed of the Premises**, or of the land on which the Premises are situated (as the case may be) and the provisions of any applicable zoning or town planning scheme;
- 9.2 **The Lessee has had a reasonable opportunity to inspect the Premises and fully acknowledges that it is suitable for the purpose for which it is let;**
- 9.3 An Estate Agent / Rental collection agent, if so authorised by the Lessor, may exercise on behalf of the Lessor all the Lessor's rights and powers in terms of this Agreement;
- 9.4 **All goods brought onto the Premises by the Lessee shall be at the sole risk of the Lessee without the Lessor incurring any responsibility relating thereto provided always that any loss sustained by the Lessee does not arise out of any actions which can be attributed to the Lessor's gross negligence;**
- 9.5 **The Lessor shall especially not be liable for any loss sustained by the Lessee by any reason of any theft, burglary, fire or other natural disaster affecting the Premises and causing damage to the Lessee or his goods or the person or goods of any of the Lessee's visitors or persons occupying the Premises through the Lessee;**
- 9.6 **Given the provisions of 9.4 and 9.5 above the Lessee in his own interests, should take out insurance to cover the risk of damage or loss.**

10. ALTERATIONS AND IMPROVEMENTS

- 10.1 **The Lessee shall not**, without the written consent of the Lessor, which consent may be withheld at the sole discretion of the Lessor, **make any structural or other material improvements or alterations to the Premises.**
- 10.2 In the event of the Lessor approving any structural or material alterations to the Premises to be effected by the Lessee, the Lessee shall not be entitled to any compensation in respect thereof, unless the parties enter into a written agreement as to the basis of such compensation.
- 10.3 Unless compensation for improvements or alterations has been agreed as provided for above, the Lessee shall, at the termination of this lease or at the end of any extended period, reinstate the Premises to their previous condition, unless the Lessor directs otherwise.
- 10.4 The Lessee shall not cause any picture hooks, mirror hooks, nails, screws, wiring, aerials, to be installed on the leased premises or apply prestick, double sided tape or adhesive, to any surface including, but not limited, to tiles, mirrors, glazing etcetera without prior consultation and written approval from the Lessor. **Any damage or discolouration caused by any of the aforesaid notwithstanding the consent of the Lessor, shall be remedied by the Lessee on termination of this lease or any renewal thereof**, failing which the Lessee shall be entitled to engage contractors to repair same and recover the cost thereof from the Lessee.

11. PREMISES TO BE OCCUPIED

- 11.1 Should the Lessee, without the consent of the Lessor, fail to take occupation of the Premises on the due date or reasonably soon thereafter, the Lessor may regard this as a breach of the lease and take such steps as provided for in the breach clause (paragraph 20).
- 11.2 **The Lessee may not**, without the Lessor's prior written consent, which shall not be unreasonably withheld, **allow the Premises to remain unoccupied for any period exceeding 1 (ONE) month.**

12. DELIVERY OF PREMISES IN PROPER CONDITION

- 12.1 The Lessor acknowledges his responsibility to ensure that, at the inception of the lease, the premises are fit for the purposes for which they are let and free from material defects.
- 12.2 Prior to the Lessee taking occupation the Lessor's agent and the Lessee must jointly inspect the Premises to ascertain whether there are any defects or damage and must determine the Lessor's responsibility to rectify damage or defects, or where defects / damage is not material to record same. A list of defects specifying the aforesaid must be attached to the lease as an annexure and duly signed by both parties.
- 12.3 Save in respect of any defects about which the Lessee notifies the Lessor in terms of paragraph 12.2, the Lessee acknowledges having received the Premises and all its fixtures, fittings and appurtenances in good order and condition and complete with all keys and working light globes and tubes.

13. MAINTENANCE OF THE PREMISES

The maintenance obligations of the parties are agreed as follows:

13.1 The Lessor must :

- 13.1.1 Subject to clause 13.1.3 maintain the outside of the Premises including walls, gutters and roof in good order and repair;
- 13.1.2 Subject to clause 13.1.3 maintain the geyser and its attachments, all electrical, plumbing and sanitary installations, the heating, ventilation and air conditioning systems (if any) in a good order and repair;

- 13.1.3 Effect repairs within a reasonable time, for which a Lessor is responsible for under the lease, and identified during the joint inspection referred to in 12.2 above or which have been brought to the Lessor's attention during routine inspections or by notice from the Lessee requesting attention to such repairs, **provided that the Lessor shall not be liable for repairs if the Lessee, a member of his household or visitor brought about the state of disrepair.**
- 13.1.4 The Lessor shall not be liable for any damages which the Lessee may suffer as a result of the Premises being in a state of disrepair, unless the Lessor having become aware of such disrepair fails within a reasonable time to attend to repairs for which he is responsible or is grossly negligent in attending to his obligations in terms of this section of the lease.

14.2 The Lessee must :

- 14.2.1 **Use the premises in a proper manner and for the purpose for which it is let, and in a manner which does not contravene the Rental Housing Act and its Regulations, Municipal by-laws, Home Owners Association or Body Corporate Rules (if applicable) or any other applicable laws;**
- 14.2.2 **Within 7 (Seven) days of becoming aware of any defects for which the Lessor is responsible in terms of this lease, notify the Lessor's agent in writing of such defects;**
- 14.2.3 **Dispose regularly from the premises all ashes, garden refuse, garbage, rubbish and other waste in a clean and safe manner;**
- 14.2.4 **Maintain the premises in a clean, tidy and safe state of repair including ensuring that all paint work, fitted carpets, tiled surfaces, walls, doors, windows, cupboards are free from discolouration and in good order and condition;**
- 14.2.5 **Use in a reasonable manner, all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances, including elevators (if any);**
- 14.2.6 **Refrain from intentionally or negligently damaging, defacing, impairing, or removing any part of the dwelling (or common property) or knowingly permitting any person, who is on the Premises with the permission of the lessee or is allowed access to the Premises by the lessee, to do so. The lessee is liable for the repair of damage so caused;**
- 14.2.7 **Replace all fuses, light bulbs, fluorescent tubes and starters which malfunction or stop working during the lease period for any reason whatsoever;**
- 14.2.8 **Repair or replace all locks, handles, broken window panes and window fasteners where damage has not been due to normal use and wear and tear;**
- 14.2.9 **Repair or replace all leaking water taps and plumbing, leaking pipes, toilet system parts where their state of disrepair or damage has not been due to normal use and wear and tear;**
- 14.2.10 **Maintain in good order and free of all cracks and breakages all wash bowls, baths, shower facilities, toilet seats, toilet pans and water supply tanks and repair or replace same where any damage is not caused through normal use and wear and tear;**
- 14.2.11 **Maintain all drains, gutters and sewage pipes in good working order and free from blockage;**
- 14.2.12 **In the event of there being a swimming pool on the premises, keep the swimming pool water topped up to a satisfactory level so as not to allow air to be sucked into the system. Further, to treat the water properly with chemicals and ensure that at all times the water is clean and free from leaves, sand and algae. Maintain and repair if necessary the swimming pool filter system, pump motor , and all pool equipment including hoses and accessories but shall not be responsible for replacing the pump motor or automatic pool cleaner should, through no neglect or misuse by the Lessee, they become totally dysfunctional and uneconomical to repair through normal wear and tear.**

- 14.2.13 **In the event of the leased premises containing a garden, keep the grounds and garden thereto in a clean and tidy condition, and take reasonable care of, maintain and keep adequately watered, all the plants, shrubs, trees and lawns presently grown at the premises. The Lessee shall not cut down any established trees or bushes or make major changes to the garden without the prior consent of the Lessor.**
- 14.2.14 **Should the Lessee fail to comply with clauses 14.2.12 and 14.2.13 the Lessor shall have the right from time to time to employ a gardening or pool contractor to give effect to have these provisions at the expense of the Lessee**
- 14.3 In the event of the Lessee not being able to enjoy the beneficial occupation of the Premises as a result of it having been materially damaged by fire, earthquakes, weather, storms, riot activity or the like, the Lessor –
- 14.3.1 Failing within 30 (THIRTY) days of the date of the damage to give the Lessee written notice that he intends to keep the lease alive, this lease shall be deemed to have been cancelled on the date that the damage occurred and the Lessor shall refund to the Lessee all rental paid in advance beyond the date of such damage.
- 14.3.2 Having given notice to the Lessee as aforesaid, the Lessor shall restore the premises to a tenable condition as expeditiously as possible but the Lessee shall be entitled in such circumstances to a reasonable remission of rental by taking into account the loss of beneficial occupation.

15. DELIVERY OF THE PREMISES AT THE END OF THE LEASE PERIOD

- 15.1 **At the termination of the lease period the Lessee, having due regard to the defects list compiled at the joint inspection at the inception of the lease (paragraph 12.2) and the Lessor's obligation to maintain the Premises as provided herein, is obliged to return the Premises in the same good order and condition it was at the inception of the lease, fair wear and tear alone excepted.**
- 15.2 At the expiration of the lease period the Lessee must take it upon himself to arrange with the Lessor's Agent a joint inspection of the Premises at a mutually convenient time to take place with a view to ascertaining if there was any damage caused to the Premises during the Lessee's occupation or during his move to vacate.
- 15.3 Should the Lessee refuse such joint inspection then the Lessor's Agent will be obliged to inspect the Premises within with 3 (THREE) days of the lease period coming to an end and the Lessee will be liable for any damages to the Premises which are not the Lessor's responsibility or were not reflected on the initial defects list (refer to in paragraph 12.2). **The Lessee's refusal to inspect as foresaid will be deemed to be an acceptance by him of the accuracy and correctness of the Lessor's agent final inspection report.**
- 15.4 Should the Lessor deem it desirable and at the request and discretion of the Lessor, the Lessee shall be responsible for fumigation of the Premises for cockroaches and / or fleas and the steam cleaning of all fitted carpets on vacating the Premises at the termination of this lease or any renewal thereof.

16. ACCESS TO PREMISES BY LESSOR, AGENTS AND OTHERS

- 16.1 The Lessor's agent shall be entitled to enter the Premises at all reasonable times and on reasonable notice to the Lessee for the purpose of inspection and/or carrying out any repairs the Lessor in his / her sole discretion deems desirable. Should it be found on such an inspection, that the Lessee is not fulfilling his obligations relating to any terms of this lease agreement, this will constitute a breach of the lease and afford the Lessor the rights detailed in the breach clause (paragraph 20).
- 16.2 Should either party give notice of termination as they may lawfully be entitled to do, or should the Lessor at any time wish to sell the property containing the leased premises, the Lessee will in such circumstances and on reasonable notice by the Lessor, permit access to the leased premises to agents, prospective tenants or purchasers. The Lessor shall also be entitled to display "to let" or "for sale" signs.

17. MUNICIPAL TAXES AND CHARGES AND TELEPHONE

- 17.1 **The Lessor shall pay municipal rates and taxes in respect of the Premises.**
- 17.2 **The Lessee shall be responsible for all electricity, water, fire availability, refuse removal and sewerage in respect of the Premises.**
- 17.3 **Lessee's municipal payment in respect of the amounts in 17.2, which will be furnished by the Lessor's agent, is payable to the Lessor's Agent concurrently with the monthly rental.**
- 17.4 Should the Lessee fail to affect payment as contemplated in paragraph 17.2 and 17.3 above, or, should the Lessor's agent establish by any other means that the municipal monthly service charges have not been made timeously, this failure by the Lessee in this regard shall be deemed to constitute a material breach of the terms of this lease and the Lessor shall be entitled to exercise his / her rights in terms of the provisions of the breach clause (paragraph 20) and / or to settle the outstanding charges and claim immediate payment of these amounts from the Lessee. In addition to the aforesaid, the Lessor shall be entitled to request the municipality to cut off the supply of electricity when payment is not made punctually.
- 17.5 Should the Lessee's access to municipal service be blocked due to Landlord default, the Landlord's Agent will effect payment on his behalf. Such payment will be deducted from the Landlord's monthly rent payment.
- 17.6 Should the municipal be included in the rent, monthly water & electricity usage will be monitored and any excessive usage of a material nature, will be charged to the tenants account.
- 17.6 The Lessee shall, if the Premises are let with a telephone, pay all charges levied by the telephone authorities in relation to the telephone within the time allowed for payment, and the Lessee shall do nothing that might lead to the suspension or termination of the telephone service or to a change of number or directory entry.

18. NO SUBLETTING OR CESSION

- 18.1 The Lessee shall not cede or assign this lease or sublet the Premises or give possession thereto to any person without the prior written consent of the Lessor, which consent may be withheld at the sole discretion of the Lessor.
- 18.2 Where permission to sublet is granted, such permission shall not in any way alter the Lessee's obligation under this agreement, nor prejudice whatever claim the Lessor may have against the Lessee for damages or loss and the Lessor shall have the right to withdraw such permission to sublet should he in sole discretion deem it desirable.

19. INSURANCE

- 19.1 **The Lessor shall insure the Premises against fire and storm damage.**
- 19.2 **The Lessee shall take out his own insurance in respect of his goods or goods of a third party housed on the leased premises and ensure that all risks assumed in terms of this lease are properly covered by his policy.**
- 19.3 **The Lessee shall not do nor permit to be done anything which may jeopardise or endanger the validity of any fire insurance policies held by the Lessor from time to time in respect of the Premises and indemnifies the Lessor for any damages suffered should the Lessor not be able to successfully claim on his insurance because of the Lessee not adhering to this provision.**

20. BREACH

- 20.1 In the event of:
 - 20.1.1 non-payment of rent, or any portion thereof, on the due date; or

20.1.2 the Lessee committing a breach of any terms of this Lease all of which are material :

In the case of a fixed term lease, the Lessor shall be entitled after giving the Lessee 20 (TWENTY) business days to rectify the breach and the Lessee having failed to do so, to cancel the lease and to institute immediately a claim for the ejection of the Lessee and all those occupying the premises.

In the case of a month to month lease, and the Lessee being in breach as aforesaid, no such notice need be given by the Lessor, and the Lessor shall be entitled without notice to the Lessee to apply for cancellation of the lease and the eviction of the Lessee.

20.2 Any action by the Lessor for cancellation and eviction shall be without prejudice to any claim the Lessor may have in respect of rental already due, or for any damages which the Lessor may suffer as a result of the breach of this agreement by the Lessee, or by reason of the unlawful termination of this lease.

21. HOLDING OVER BY THE LESSEE

21.1 In the event of the Lessor cancelling this lease and the Lessee disputing the right of the Lessor to cancel or asserting a right of occupation in terms of the Prevention of Illegal Eviction From and Unlawful Occupation of Land Act, No. 19 of 1998, and remaining in occupation of the Premises after notice of cancellation, the Lessee shall, pending determination of the parties' respective rights, continue to pay an amount which is equivalent to the monthly rental provided in this lease, monthly in advance by the first day of each and every month.

21.2 The Lessor shall be entitled to accept and recover such payments and the acceptance thereof shall be without prejudice and shall not in any way whatsoever affect the Lessor's claim against the Lessee then in dispute.

21.3 Should the dispute be determined in favour of the Lessor the payments made and received in terms of this paragraph shall be deemed to be amounts paid by the Lessee on account of damages suffered by the Lessor by reason of the cancellation of this lease and/or the unlawful holding over by the Lessee.

22. VARIATION AND WAIVER

22.1 **This agreement constitutes the sole and entire agreement between the Lessor / Lessor's agent and Lessee and no warranties, representations, guarantees or other terms and conditions of whatsoever nature not contained herein shall be of any force or effect.**

22.2 No variation of the terms and conditions of this agreement or any consensual cancellation thereof shall be of any force or effect unless reduced to writing and signed by the parties or their duly authorized agents.

22.3 No relaxation, indulgence or other failure or delay by a party in enforcing that party's rights shall either constitute a novation of the provisions of this agreement relating thereto or preclude that party from any enforcement of the other rights of that party (including but not limited to subsequent enforcement of the same or similar rights).

23. CONSENT TO JURISDICTION

The parties hereto specifically consent to the jurisdiction of the Magistrates' Court at East London in respect of any action arising out of this agreement of lease, notwithstanding the fact that the amount in dispute may exceed the Magistrate Courts' jurisdiction.

24. DOMICILIA (*The physical address chosen where summons, legal documents and notices can be served*)

For the service of all legal process the Lessee chooses the address of the premises hereby let and the Lessor chooses the address contained in the information sheet attached hereto. For the service of any notices by either party the parties agree that good service will be effected by any of the following:

- Delivery by hand to the addresses on the information sheet;
- Prepaid registered post to the addresses on the information sheet (deemed to be received within 4 days of posting);
- Faxing or e-mailing such notice to the fax and e-mail addresses on the information sheet attached hereto (Proof of communication to be retained).

Should either party wish to change their service address they should do so in writing to the other party.

25. COSTS AND CHARGES

- 25.1 **The costs of and incidental to the preparation of this lease agreement shall be borne by the Lessee in the sum of R _____.**
- 25.2 **The cost of any addendum to this lease or renewal thereof shall be borne by the Lessee in the sum of R _____.**
- 25.3 Should it be necessary for the Lessor to instruct an Attorney or other collection agent to recover any amounts due by the Lessee arising out of this agreement, the Lessee acknowledges his liability for, and agrees to pay, all legal costs including those of an attorney / client nature including collection commission.

26. ADDITIONAL TERMS

Signed at _____ on this _____ day of _____ 20____ .		
_____		_____
LESSOR		LESSOR'S AGENT
As Witnesses		

Signed at _____ on this _____ day of _____ 20____ .		
_____		_____
LESSEE		LESSEE
As Witnesses		

PARTIES INFORMATION SHEET

LESSOR/S :

Address (domicilium) :

Contact Details. :

(H) _____

(W) _____

(Cell) _____

Fax No. : _____

E-Mail Address : _____

Bank Details:

Account Name: _____

Bank: _____

Branch code: _____

Account no: _____

DOCUMENTS TO BE SUBMITTED :

Natural Persons:	Identity document, proof of residence (not older than 3 months),
In the case of a Company	Memorandum of Incorporation, identity documents of Directors
In the case of a Close Corporation	CK 1 and/or CK 2, identity documents of Members
In the case of a Trust	Letters of Authority, identity documents of Trustees

NOTE : Where a party to this lease is not a natural person then :

In the case of a Partnership	All partners must sign
In the case of a Trust	All trustees must sign
In the case of a Company	One of the directors duly authorised by resolution
In the case of a Close Corporation	One of the members duly authorised by resolution must sign

PARTIES INFORMATION SHEET

LESSEE/S :

(If natural person – give full name and identity number. If business entity – give registration and trading name and registration number)

Name : _____

Id/Registration No. _____

Address (domicilium) : _____

Employment Details : _____

Contact Details No. : (H) _____

(W) _____

(Cell) _____

Fax No. : _____

E-Mail Address : _____

Total monthly income : _____

The Lessee consents to the Lessor/Agent making enquiries concerning credit records or previous tenancy history.

Signature of Lessee : _____

DOCUMENTS TO BE SUBMITTED :

Natural Persons:	Identity document, proof of residence (not older than 3 months),
In the case of a Company	Memorandum of Incorporation, identity documents of Directors
In the case of a Close Corporation	CK 1 and/or CK 2, identity documents of Members
In the case of a Trust	Letters of Authority, identity documents of Trustees

NOTE : Where a party to this lease is not a natural person then :

In the case of a Partnership	All partners must sign
In the case of a Trust	All trustees must sign
In the case of a Company	One of the directors duly authorised by resolution
In the case of a Close Corporation	One of the members duly authorised by resolution must sign