

Containerforce cc.

Rental agreement number _____

Entered into between

Containerforce cc, P.O.Box 15138, Farrarmere, 1518 (2007/001154/23) being the lessor, and,

Company name:
Physical Address:
Postal Address:
Telephone number:
Fax number:
Email address:

Registration number:
VAT Registration number:

Being the lessee.

1. The equipment listed on the attached addendum has been rented to the lessee by the lessor. Monthly rental charges of the equipment listed on the attached addendum is excluding VAT.
2. Minimum rental period of the equipment listed on the attached addendum is three (3) months.
3. Payment. The monthly rental charge, including depot handling charges is payable in full to the lessor's bank account at Nedbank, Northmead Square, bank code 194-842, account number 1948-040638, before taking delivery of the equipment. Thereafter, the monthly rental charges are payable strictly in advance on the 1st day of each month.
4. Use and application. The lessor accepts no responsibility or liability as to the suitability and functionality of the equipment for the intended use by the lessee. The lessee shall render the lessor and its agents harmless from any and all liability or claims that may result from the use of the equipment by the lessee, including reasonable attorney's fees.
5. Insurance. The lessee shall take out insurance to cover the costs of repair, total loss of equipment for an amount equivalent to the full replacement cost of the lessor's equipment as detailed in the addendum.
6. Delivery of equipment shall be given to the lessee at the lessor's depot. The lessor on behalf of the lessee, at the lessee's sole risk and expense can arrange for the delivery of the equipment. In this event the daily rental charges together with the delivery charges shall be paid to the lessor prior to delivery.
7. Redelivery of equipment. The lessee undertakes to redeliver the equipment to the lessor's nominated depot, at the lessee's expense.
8. Condition of equipment: The lessee acknowledges the equipment is not physically damaged in any way, and the floor is in good condition. The lessee shall carry out an inspection of the equipment and notify the lessor of any visible damage to the equipment within five (5) working days. Failure to do so will render the lessee liable for all repair costs to the equipment of the lessor, whether or not the damage was inflicted while the equipment is on rental to the lessee.
9. Cost of deliver and handling shall be R_____ per container plus VAT. This includes outward and inward depot handling.
10. Delivery shall be within five (5) working days of confirmed payment of all charges detailed in paragraph 2 and 10 above.
11. Obstruction of delivery. In the event the lessor arranges transport on behalf of the lessee, the lessee must ensure there are no physical or other obstructions to placing the equipment. Any delays in placing the equipment occasioned by the obstruction/s or any other reason, resulting in additional charges being levied by the transporter, such charges shall be payable by the lessee.
12. Risk shall pass on delivery at the depot. Ownership shall at all times remain vested in the lessor.
13. The terms detailed above constitute the whole contract. Any terms and conditions that are not contained in this rental agreement shall be of no force or effect. No amendment or variation to this rental agreement shall be valid, unless reduced to writing and signed by both the lessor and the lessee.
14. Failure by the lessee to comply with any of the terms and conditions of this rental agreement shall constitute a breach of this rental agreement. Failure to remedy such breach within seven (7) days after the dispatch of a notice to the lessee's address, nominated above, shall immediately render this agreement null and void and give right to the lessor to take re-delivery of the equipment, without prejudice to the lessor's rights to claim arrear rental charges, transport, repair costs and any costs of recovery including legal expenses.

Signed at _____ this _____ day of _____ 2007.

Lessee representative
Who warrants he is duly authorized

Lessor representative
Who warrants he is duly authorized.

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Addendum no 1 to Lease Agreement L
Between
Containerforce
And

The containers listed below form part of the lease agreement and all terms and conditions of the lease agreement apply:

Container description	Size	Container number	Rate per month	Insurance value

Signed at _____ on this _____ day of _____ 2_____.

R.W.Clark (lessor)

Lessee.