

LEASE AGREEMENT

ENTERED INTO BETWEEN:

.....

REGISTRATION NUMBER: >.....

(herein after referred to as the Landlord)

AND

.....

.....

REGISTRATION NUMBER: >.....

(herein after referred to as the Tenant)

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2. PREMISES

The Landlord lets to the Tenant the premises situated at ERF:.....
Street:.....Town/City..... described
as..... (herein after referred
to as the premises), in extent approximately m².

3. PERIOD

3.1. This lease will commence on theand terminate on the
.....

3.2. Should the Tenant remain in occupation after termination of this lease agreement,
the Tenant agrees that his occupation will be on a two-month basis, and all the
remaining terms and conditions of this lease agreement shall be enforceable except for
the option to renew. Upon termination of the lease the Tenant shall be liable for rental
including utilities and escalations.

4. RENT AND DEPOSIT

4.1. The rental for the premises is R..... (.....
Rand) per month.

4.2. Rental shall escalate at % per annum.

4.3. The Tenant must pay the rent into the Landlord's banking account, or at such other
place as the Landlord may nominate in writing from time to time.

The Landlord's banking details are as follows:

BANK:

BRANCH CODE:

ACCOUNT NUMBER:

ACCOUNT NAME:

REF:

4.4. The rental is paid without deduction or set off and is payable in advance on the first
day of each month.

4.5. The Tenant shall pay a deposit on or before the commencement date in the sum of
R.....

4.6. The following applies to the deposit:

- a) The deposit will be paid by the Tenant without deduction or set off.
- b) The deposit will be repaid to the Tenant on termination of this agreement within a reasonable time.
- c) The deposit will be repaid after inspection of the premises by the Landlord once the Tenant has vacated.
- d) The deposit will be paid less any deductions that the Landlord may deduct as a result of damage caused to the premises by the Tenant.

5. RETURN OF THE PREMISES

5.1. On termination of this lease for whatever cause, the Tenant must immediately:

- i) Return the premises to the Landlord in the same good order and condition as they were at the commencement date, fair wear and tear excepted.
- ii) The tenant shall return the inside of the premises fully painted.

6. UTILITIES

6.1. For the duration of the lease, the Tenant shall be liable for:

- 1. Water,
- 2. Electricity (separately metered),
- 3. Refuse,
- 4. Cleaning
- 5. and security (if in place).

6.2. The Tenant shall be liable for any increase in utilities during the duration of the lease. The Tenant shall pay his share of any increase in utilities to the Landlord within 7 (seven) days of receiving a copy of the relevant invoice.

7. USE OF PREMISES

7.1. The Tenant is entitled to use the premises for their business as a The Tenant may not, except with the prior written permission from the Landlord, use the premises for any other purpose.

7.2. While the lease is in force the Tenant must comply with all laws and regulations affecting its business or its occupation of the premises. The Tenant must:

7.2.1. Not contravene or permit the contravention of any laws within the Republic of South Africa.

7.2.2. Not create any nuisance from the premises.

8. IMPROVEMENTS

8.1. The Tenant may not make any structural alterations or additions to the premises without the Landlord's prior written consent, which shall not be unreasonably withheld.

8.2. Provided the Tenant has the Landlord's consent, the materials used for the alterations will be paid for by the Landlord. The Tenant will be liable for the arrangement and cost of labour. Any alterations shall be in accordance with reasonable conditions and requirements stipulated by the Landlord. The Landlord will not be liable to refund the Tenant for the cost of the additions upon termination of the lease agreement. The structural additions are to remain part of the premises.

8.3. The Tenant may install on the premises any fixtures and fittings necessary for the conduct of its business. Any fixtures and fittings not removed on termination of the lease will become the property of the Landlord without compensation.

8.4. The position of the advertising and size to be discussed and agreed to, prior to any signage being ordered. The Landlord may refuse consent to any proposed signage that is in the Landlord's opinion too large or unattractive. The Tenant shall repair all damage to the Leased Premises resulting from the installation or removal of signs installed by the tenant.

9. MAINTENANCE

9.1. Throughout the period of this lease the Tenant shall maintain the whole interior of the premises in good order and condition. The Tenants shall at their expense, attend to repairs or maintenance in relation to the premises including the electrical and plumbing.

9.2. Within 7 (seven) days after commencement of this lease the Tenant may notify the Landlord in writing of any defects in the premises. The premises will be deemed to have been in good order and condition at the commencement of this agreement, save for the defects indicated in writing within this period.

9.3. The Landlord will be entitled at all reasonable times to enter upon and inspect the premises.

9.4. The Landlord reserves the right to claim from the Tenant any costs in relation to the repairs or maintenance carried out if such repairs were not the obligation of the Landlord.

10. DESTRUCTION OR DAMAGE

10.1. If the premises is damaged by theft, water, fire, or riot, or an act of God, as to be wholly untenable, then this lease will terminate, unless otherwise agreed to between the parties.

10.2. The Landlord shall not be liable for any damage caused to the tenant's stock or machinery, tenant's vehicles, tenants' stock, or equipment which was caused by theft, water, fire, or riot or an act of God. The Landlord will be indemnified from finding the tenant alternate premises for the remainder of the lease. The Landlord is further indemnified from paying rental for additional premises occupied by the tenant due to the premises being untenable.

10.3. Should the Tenant be able, notwithstanding the damage, to enjoy some beneficial occupation then this lease will not terminate, but the Tenant will be entitled to a reduction of rent commensurate to which it is deprived of beneficial occupation.

11. SUBLETTING, CESSION AND ASSIGNMENT

11.1. The Tenant may not without the prior written consent of the Landlord, who will not unreasonably withhold its consent:

- i) sublet the premises or any part thereof.
- ii) allow any other party to occupy the premises or any part thereof on any conditions or for any reason.
- iii) assign this lease or cede any of its rights under this lease.

12. EXCLUSIONS

12.1. The Landlord will not be liable for any loss, damage, or injury, whether direct or indirect, arising from the Tenant's use and occupation of the premises.

12.2. The Tenant will not be entitled to claim damages, or a remission of rent, or withhold payment of rent by reason of:

- i) The Landlord's failure to carry out or complete repairs to the buildings on the premises.
- ii) The failure of, or interruption in, any services provided to the tenant on the premises.

13. BREACH OR CANCELLATION

13.1. The Landlord will be entitled to cancel this lease, without prejudice to its other rights, by written notice to the Tenant, if the Tenant:

13.1.1. fails to make payment of rental in terms of this lease on the due date and remains in default for 7 (seven) days after receiving written notice from the Landlord to make the payment.

13.1.2. commits any other breach of this lease and fails to remedy the breach within 14 (fourteen) days after receiving written notice from the Landlord to do so.

13.2. Should the Tenant fail to perform any other obligation due in terms of this lease, and remain in default for 7 (seven) days after receiving written notice from the Landlord to remedy the default, then the Landlord may make any payment on behalf of the tenant or carry out the obligation on behalf of the tenant and recover the amount paid or the cost of carrying out the obligation from the tenant on demand.

13.3. Should the Landlord cancel this lease, and the Tenant disputes the Landlord's right to do so and remain in occupation of the premises, then pending the determination of the dispute:

13.3.1. The Tenant must continue to make all payments in terms of this lease on their due dates.

13.3.2. The Landlord's acceptance of those payments will not affect its right to cancel this lease or affect any other remedy it may have.

13.4. Should the dispute between the Landlord and Tenant be determined in favour of the Landlord, the payments made will be received by the Landlord as a result of the holding over of the premises by the Tenant.

13.5. The Tenant shall be liable for Attorney Client costs in the event the Landlord instructs its Attorneys in relation to breach, cancellation, or termination of the lease.

13.6. The Tenant would be liable for a month's rental for the premises until the premises is vacated by the Tenant.

14. OPTION TO RENEW

14.1. The Tenant will be entitled to renew this lease for a further period of yearsmonths provided it has complied with all the terms and conditions of the lease agreement and he has not given less than 2 (two) months prior notice from date of termination, to the Landlord of its intention to do so.

14.2. During the renewal period: 15.2.1. The rental and escalation are to be determined.

15.2.2. The terms applicable to this lease will continue to operate, except for the option to renew.

15. RELAXATION OF TERMS

15.1. Any variation of the terms of this lease must be reduced to writing and signed by both parties to the agreement.

15.2. Any indulgence by the Landlord to the Tenant shall not be construed to be a waiver of the Landlord’s rights in terms of this agreement.

16. DOMICILIUM CITANDI ET EXECUTANDI

16.1. The parties to this agreement choose the following addresses to be their domicilium citandi et executandi:

The Landlord:

POSTAL:

PHYSICAL:

The Tenant:

POSTAL:

PHYSICAL:

16.2. Any notice or legal process to be served on either party may be served on it at the address specified above and each party chooses that address as its domicilium citandi et executandi for all purposes under this agreement.

16.3. A notice which is sent by prepaid registered post to the postal address specified above will be deemed to have been received (unless the contrary is proved by the addressee) within 10 (ten) days from the date it was posted. A notice which is delivered by hand to a responsible person during ordinary business hours at the above physical address will be deemed to have been received (unless the contrary is proved by the addressee) on the day of delivery.

17. SURETY

I,
.....

ID Number:

Physical Address:....., bind myself as surety and co-principal debtor(s) to for the due performance of all the obligations in terms of this lease entered into on behalf of the Tenant. I shall not be released from this agreement until the obligations in terms of this agreement are fulfilled.

18. CESSION

18.1. As security for the due performance in respect of payment of rental, the cedant (Tenant) cedes to the cessionary (Landlord) all the debtor's books of the business, both present and future, equipment, and stock irrespective of their nature or how they arose.
18.2. The Landlord accepts the cession.

19. WHOLE AGREEMENT

This agreement constitutes the whole agreement between the parties.

DATED AND SIGNED AT.....ON THIS DAY.....OF20.....

WITNESS

WITNESS

THE LANDLORD
DULY AUTHORISED HERETO

DATED AND SIGNED AT.....ON THIS DAY.....OF.....20.....

WITNESS

WITNESS

TENANT
DULY AUTHORISED HERETO

DATED AND SIGNED AT.....ON THIS DAY.....OF.....20.....

WITNESS

SURETY

WITNESS