



GOLDEN TIGER REALTORS

You say Sell! we say Sold!!

Golden Tiger Realtors (Pty) Ltd

Registration Number: 2020/733993/07

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www.goldentigerrealtors.com

The Ridge Shopping Centre, Honeydew Ridge, Roodepoort, 2170

LEASE AGREEMENT

IMPORTANT

This document is only suitable for the letting and hiring of houses, townhouses and flats used for residential purposes.

LEASE AGREEMENT

Premises: _____

1. PARTIES

The parties to this Lease Agreement are:

1.1 _____

the “**Lessor**” (herein represented by _____ in his/her capacity as duly authorised representative)

Physical Address: _____

Postal Address: _____

E-mail Address: _____

Fax Number: _____

(the Lessor's address)

1.2 _____ (Name and Surname)

the “**Lessee**” (herein represented by _____ in his/her capacity as duly authorised representative)

Physical Address: _____

Postal Address: _____

E-mail Address: _____

Fax Number: _____

(the Lessee's address)

1.3 I/We the undersigned as the **Lessee/s** to this agreement authorise and permit Golden Tiger Realtors _____ and the **Lessor** to at any time and subsequent time for the full duration of the existence of this lease agreement:

1.3.1 perform background checks and obtain information by contacting and requesting information from any credit provider and/or registered credit bureau that may be



necessary; to access my/our information, of any sort, related to my/our creditworthiness and/or any other lawful purpose covered under the Fair Credit Reporting Act (FCRA); and

1.3.2 make available, information comprising of the aforesaid to any of the aforementioned institutions or third party with a sufficient interest on their request, with regards to my/our dealings with the Lessor.

2. INTERPRETATION

In this agreement, unless otherwise indicated, the following words and/or phrases shall have the following meanings given to them hereunder:

2.1 Act-The Rental Housing Act 50 of 1999, including any regulations made under section 15(1)(f) of the Act in so far as such regulations apply to this agreement.

2.2 Deposit The amount referred to in clause 6.1.

2.3 Domicilium citandi et executandi Shall mean in the case of:

2.3.1 The **Lessor**, his/her/its address indicated in Clause 1.1 of this Agreement; and

2.3.2 The **Lessee**, his/her/its address indicated in Clause 1.2 of this Agreement.

2.4 Property Practitioner

The registered Property Practitioner is _____ who introduced the Lessee to the Lessor or the Premises, who is associated as a Property Practitioner contracted to **GTR** _____, Address: _____, South Africa.

2.5 Lessee

The person referred to in clause 1.2, including such person's authorised agent.

2.6 Lessor

The person referred to in clause 1.1, including such person's authorised agent.

2.7 Premises

Physical address: _____

2.8 Rental The amount referred to in clause 4.1 or any increase thereof from time to time in terms of clause 4.2 (if applicable).

3. THE LEASE

3.1 Through the Agency of the Property Practitioner, The Lessor hereby lets to the Lessee the Premises subject to the terms and conditions contained in this agreement.

3.2 The Premises shall be personally occupied by the Lessee and no more than 1 other people.
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Property Practitioner

Lessee 1

Lessee 2

Lessor



4. RENTAL

4.1 The Rental shall be _____, subject to 4.2.

4.2 An amount for each month of every subsequent year during the Lease Period and any extended period thereafter which is 10% (Ten percent) greater than the amount of the rental for the last month of the preceding year.

4.3 Rent shall be paid monthly in advance and should reflect as clear funds in the Lessor's Bank account by not later than the first day of each month, free of any deduction or set off. The property address to be used as payment reference at all times. Should the property address not be used as a payment reference an administration fee of R 100 (one hundred rand) per payment will be charged. Should the first day of each month fall on a Saturday, Sunday or Public Holiday the Lessee will ensure that the rental payment is affected via electronic transfer as a direct payment to ensure that the amount reflect as clear funds on the first day of each month as required above. Should the payment not reflect by the 2nd of each month, the lessee will be placed on terms for breach of contract due to late payment.

4.4 All payments must be affected via electronic bank transfer. Should rent be paid via a **cash** deposit, a 2% cash handling fee will also be payable and charged against the payment amount to cover bank charges on the cash deposit. In order to prevent delays in clearing periods with the banks, no cheque payments are accepted.

5. LEASE PERIOD

The lease commences on _____ and expires at 12h00 midday on _____ All keys and all remotes (if applicable) must be handed back to the Lessor/ Lessor's Property Practitioner by no later than 12h00 midday on the last day of this lease agreement. The Lessee has the option to renew the lease, with the consent of the Lessor, for a further period of 12 months ("the renewal period"), commencing on the first day after the expiry date, on the same terms and conditions contained in the agreement provided that the Lessee must exercise this option by giving written notice to the Lessor on or before _____, failing which, the option shall lapse. The aforementioned renewal is conditional and subject to a new background check / credit check as referred to in clause 1.3 above, which will be performed consensually, and will be a prerequisite for the Lessor to consider the renewal of the agreement.

6. DEPOSIT

6.1 The Lessee shall immediately after the Lessor has signed this agreement, pay a deposit (see clause 4.4 above with regards to acceptable payment options) to a attorneys trust account nominated by the lessor or to be paid over to the lessor directly and will be kept by the lessor until termination of this agreement, in the amount of _____. All interest earned on this deposit shall be for the credit of the Lessee. GTR _____ will not keep any deposit and will not be liable for the deposit in anyway.

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Property Practitioner

Lessee 1

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Lessor



- 6.2 The **deposit** as per clause 6.1 above will be subject to an annual escalation of **8%** of the former deposit amount. This is further subject to:
- 6.2.1 The offer and acceptance for the renewal of the lease agreement by the Lessor;
- 6.2.2 That the escalation amount on the deposit be furnished to **the Lessee** in accordance with clause 6.1 above; and
- 6.2.3 That said amount be deposited into the nominated account of **the Lessee** within 7 (seven) days of the annual escalation date.
- 6.3 Should the utility bill be with the City of Joburg, where accounts must remain in the name of the Lessor, a refundable utility deposit of **R 1000** will be payable by the Lessee into the lessor's bank account or nominated attorneys trust account to be kept by the lessor until termination of this Agreement. All interest earned on this deposit shall be for the credit of the Lessee. **GTR or any of its Property Practitioner will not keep any such deposit.**
- 6.4 On termination of the lease the Deposit will be dealt with as follows:
- 6.4.1 The Lessor may use the Deposit to pay all amounts for which the Lessee is liable under this agreement, including unpaid electricity and telephone accounts, arrear rental and the cost of repairing damage to the Premises and/or replacing lost keys. The balance of the deposit (if any) will be refunded to the Lessee within the time limits stipulated in the Act;
- 6.4.2 An inspection fee of **(move in R250 move out R250)** will be charged in favour of the agent upon the occupation of the property by the Lessee.
- 6.4.3 Should the condition of the premises not be in the same condition save for fair wear and tear; upon termination of this lease agreement and such damages substantiate the need for the appointment of a contactor to rectify repairs thereof, in accordance with the provisions of the Rental Housing Act No 50 of 1999, then:
- 6.4.3.1 the deposit will be applied to all such repairs that may be required to return the property into the same condition that it was handed to the Lessee;
- 6.4.3.2 the Lessee will be liable for any costs incurred beyond the ambit of what the deposit covers and herewith bounds himself / themselves towards the liability and payments of such amounts; and
- 6.4.3.3 **GTR_____ will be entitled to charge a facilitating fee in the amount of R 350.00 (Three Hundred and Fifty Rand), payable by the Lessee, for arranging and facilitating the repairs.**
- 6.4.4 If no amounts are due and owing by the Lessee to the Lessor, the deposit will be refunded to the Lessee within 21(twenty-one) business days after expiry of this lease.
- 6.4.5 In the event of the deposit being held by the Attorney in their trust account (Lessor) as stated in clause 6.1 above and a dispute as to the party entitled to the deposit upon termination arises. GTR_____ will not become a party to such dispute and will be entitled and obliged to retain such deposit in their trust account and advise the parties to refer such a dispute to the Rental Housing Tribunal in which event The Attorneys will pay such deposit

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in accordance with the order issued by the Rental Housing Tribunal or in accordance with the written instruction consented to by both the lessee and lessor.

6.5 A basic cleaning fee will be charged to the Lessee on vacating of the premises.

6.5.1 Professional cleaning fees will vary between companies, depending on the size of the property, therefore we highly advise the lessee to ensure that the property is professionally cleaned upon vacating the property. If the property is not professionally cleaned, the cleaning will be done via a third party and will be deducted from the lessee's deposit.

7. ADDITIONAL PAYMENTS BY LESSEE

7.1 The Lessee shall pay on demand to the Lessor -

7.1.1 all legal costs, as between attorney and own client, incurred by the Lessor in respect of legal steps taken against the Lessee, in the instance of the Lessee being in wilful default of any of the terms of this agreement and to enforce any of the Lessee's obligations in terms of this agreement and/or the Act;

7.1.2 interest on each amount not paid by the Lessee by due date, calculated at the rate of **9% (nine percent)** above the prime rate charged by ABSA Bank Limited from time to time.

7.1.3 any penalties levied against the Lessor, by the in light of any misconduct or contravention of the Rules and Regulations of such Association or Body Corporate, by the Lessee or his occupants Homeowners Association / Body Corporate (in the case of a sectional title unit), or servants.

7.2 Except insofar any charge or fee is included in any levy payable by the Lessor, The Lessee shall be liable for the following payments starting from the commencement date of this agreement, which amounts shall be due and payable on the date when the tenant statement is issued:

7.2.1 all charges for electricity, water and gas (if any) consumed on the Premises;

7.2.2 all refuse removal fees;

7.2.3 all sewerage and sanitary fees;

7.2.4 all charges arising out of any telephone service installed on the Premises;

7.2.5 all fees charged by the Estate security/ managing agent to contact the Lessee to gain access to the Estate for guests (if applicable); and

7.2.6 any other fees payable to the municipality in respect of services rendered to the Premises.

7.2.7 The lessee will further be obliged to record the monthly water and electricity consumption readings on the prescribed date and in accordance with the Local Municipality's reading schedule and to provide such consumption readings to the relevant local authority. The lessee will further copy the Agency on such readings provided monthly to the local authority by default of which the lessee accepts the

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consumption charges as levied by the local authority as being correct and the amounts in terms thereof charged due and payable.

- 7.2.8 Should the utility bill be with the City of Tshwane, where the account must remain in the name of the Lessor, a R 250 (Two Hundred and Fifty Rand) plus VAT utility administration fee will be charged at the beginning of the lease agreement, payable by the Lessee.
- 7.2.9 A **fee of R 500 (Five Hundred Rand)** plus VAT will be charged to the Lessee for **each late payment** and/or e-mail notification sent to a Lessee to remind him/ her to pay such monies after the date that the rental or utility account is due and payable.
- 7.2.10 A **fee of R 160 (One Hundred and Sixty Rand)** plus VAT will be charged to the Lessee each time a **Tenant Profile Network (TPN) Letter of Demand** has to be sent to the Lessee for late/ non-payment.
- 7.2.11 A **fee of R 160 (One Hundred and Sixty Rand)** plus VAT will be charged to the Lessee each time a **Tenant Profile Network (TPN) Notice to Vacate** is sent to the Lessee.
- 7.2.12 A **fee of R 500 (Five Hundred Rand)** plus VAT will be charged to the Lessee should it be necessary to “blacklist” the Lessee for non-payment or non-compliance with the notices sent on the **Tenant Profile Network (TPN)** system as aforementioned. In the event of the Lessee failing to make payment of any of the foregoing, the Lessor shall have the right, without prejudice to the Lessor’s other rights in law or under this agreement, to personally effect payment and to recover the amounts so expended from the Lessee.

8. LESSEE’S GOODS ON THE PREMISES

All goods brought onto the Premises by the Lessee with commencement of or during the lease period are at the sole risk of the Lessee and the Lessor has no responsibility with respect to such goods.

9. PAYMENT OF RATES AND TAXES AND LEVIES

The Lessor shall pay all rates and taxes and/or sectional title levies payable in respect of the Premises and undertakes not to fall in arrears with such payments. Should the Lessor fall in arrears with payment of the municipal rates and taxes account the Lessor hereby grants the Property Practitioner permission to deduct amounts due to municipality from the Lessor’s rental and pay such amounts due on rates and taxes directly to the municipality to ensure uninterrupted water and electricity supply to the premises.

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10. PROHIBITION AGAINST SUBLETTING

The Lessee shall not, without the prior written consent of the Lessor:

10.1 cede any rights or assign any obligations under the lease, and/or

10.2 sublet the Premises or any portion thereof, and/or

10.3 part with possession of the Premises or any portion thereof. The Lessor has the sole and absolute discretion to grant or refrain from granting such consent. The Lessor need not provide reasons for the decision.

11. OCCUPATION

11.1 Should the Lessee wilfully fail to take occupation of the premises on the date upon which the premises are made available to him for occupation and after performance has been demanded from the Lessor, in accordance with clause 17 of this agreement and the Lessee still remains in default, then the Lessor may without incurring any liability whatsoever towards the Lessee immediately cancel this agreement, where upon the Lessee shall forfeit the deposit paid by him while remaining liable for any loss of rental of other losses sustained by the Lessor, provided that this clause shall not apply if the Lessor and Lessee have agreed in writing that the Lessee will not take physical occupation of the premises on the said date.

11.2 In the event of the Lessee not being able to enjoy the beneficial occupation of the premises as a result of them having been materially damaged by fire, earthquakes, weather storms, riot activity or the like and the Lessor failing within 7 (seven) days of the date of the damage to give the Lessee written notice that he intends to keep this 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, or having given notice to the Lessee, the Lessor shall restore the premises to a tenable condition as expeditiously as practicable, and the Lessee shall be entitled to a total or partial reduction of rental according to the extent to which and the period for which he was deprived of beneficial occupation of the premises. The Lessee shall have no other claims whatsoever against the Lessor.

11.3 The Lessee may not without the Lessor's prior written consent,

11.3.1 Vacate the premises prior to the expiry of the lease

11.3.2 Allow the premises to remain unoccupied for any period exceeding 4 (four) weeks

11.3.3 Permit or allow any persons other than those persons referred to in clause 3.2 above to occupy the premises or to reside therein.

11.3.4 The Lessee may not without the lessor's prior written consent vacate the premises prior to the expiry of the lease. In the case of the lessee vacating the premises prematurely, the lessee shall be held liable for 2 months' rental or until a new tenant has been secured, whichever comes first. No less than 2 months' written

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notice will be required from either party in order to cancel this agreement for any reason.

12. DEFECTS AND MAINTENANCE

- 12.1 It is hereby recorded that at the time of conclusion of this agreement the premises are in good state of repair and condition, and that all keys, locks, glass windows, electrical installations, sanitary ware, sewerage pipes, stoves, water taps, geysers and other appurtenances, are likewise in good order and condition. Should the Lessee at the time of taking occupation of the premises discover any defects in the premises and/or any of the goods, he shall within 14 (fourteen) days of such occupation give written notice of any such defect to **GTR**_____ or (if so directed in writing by **GTR**_____ at the time of conclusion of this agreement) the Lessor. Failure on the part of the Lessee to give such notice shall be deemed to be an acknowledgement on his part that the whole of the premises including all the goods are in a good and proper state of repair and condition.
- 12.2 The Lessor shall keep the structure of the premises and the roof in a state of good repair. The Lessee undertakes to notify the Lessor or his/her Property Practitioner of any structural/ roof problems as soon as possible.
- 12.3 The Lessee undertakes to maintain at his own cost the whole of the premises and the goods for the full duration of the lease in the same state of repair as they were received by him, reasonable fair wear and tear excepted, alternatively to reimburse the Lessor for the cost of replacing or repairing any breakages or defects.

Notwithstanding the generality of this clause, the Lessee specifically undertakes at his/her/its own cost to:

- 12.3.1 Keep and maintain all gutters, sewerage pipes, water pipes and drains on the premises free from obstruction and/or blockage;
 - 12.3.2 Keep the grounds (if any) of the premises in a clean and tidy condition, free from all litter and rubbish and to keep the garden neat and tidy;
 - 12.3.3 Keep the electrical system, including light fittings and switches, in good working order and condition. The Lessee shall be responsible to replace all bulbs, globes and light emitting diodes;
 - 12.3.4 Maintain the swimming pool, motor and filtration plant (if any) in good working condition and free from all obstruction and contamination;
 - 12.3.5 Clean the carpets and other floor coverings and tiles regularly, it being understood that same shall be replaced completely at the expense of the Lessee should they be damaged beyond reasonable wear and tear. All carpets must also be professionally washed by the Lessee on vacating the property as specified in clause 5 above.
- 12.4 **The Lessor and/or GTR shall be entitled to inspect the premises at all reasonable times and to make such repairs and alterations as are deemed necessary for the safety, preservation or improvement of the premises, both externally and internally.** Should

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the lessee refuse the lessor or GTR____ permission to enter the premises, then the lessor of GTR____ have the right to use any means possible to enter the premises to carry out the inspection.

12.5 Should the Lessee fail to maintain the premises and/or goods in the manner specified in this clause, the Lessor shall be entitled, in addition to any other rights or remedies available to him in terms of this agreement, to carry out the necessary maintenance work at his discretion and to recover the full cost thereof from the Lessee.

12.6 On termination of the lease, the Lessee shall restore the whole of the premises and the goods to the Lessor in the same good order and condition as they are at present, fair wear and tear excluded. The Lessor shall, upon restoration of the premises, inspect the premises together with the Lessee and notify the Lessee in writing of all damages to or defects in the premises for which the Lessee is liable in terms of clause 12. Failure on the part of the Lessor to effect inspection together with the Lessee or to give such notice within 7 (seven) days thereafter shall be deemed to be an acknowledgement on his part that the whole of the premises including all the goods are in a good and proper state of repair and condition. Should the Lessee fail to inspect the premises with the Lessor to record the defects, then he will unconditionally accept the Lessor's inventory of defects as correct and reimburse the Lessor for the repair of such defects (if any).

12.7 Upon termination of the lease, the Lessee shall render to the Lessor satisfactory written proof that all municipal accounts pertaining to the premises for which the Lessee is liable, have been settled in full before the deposit, or part thereof, will be refunded to the Lessee.

12.8 If the premises form part of a sectional title or share block scheme under the provisions of the Sectional Titles Act 95 of 1986, as amended, of the Share Blocks Control Act 59 of 1980, as amended, (as the case may be), the Lessee shall not be obliged or entitled to maintain in any manner the premises and/or the goods insofar as the obligation or right to do so is imposed on or vests in:

12.8.1 The body corporate of the sectional title scheme

12.8.2 The relevant share blocks company.

13. FOR SALE AND TO LET NOTICES

13.1 The Lessor shall in the last 2 (two) calendar months prior to the expiry date of this lease agreement be entitled to affix a 'FOR SALE' or 'TO LET' notice in respect of the premises and;

13.2 The Lessee shall, in the last 2 (two) calendar months prior to the expiry of this lease agreement, allow **GTR**_____ and/or any prospective tenant or purchaser to view the exterior and interior of the premises during reasonable hours, provided a prior appointment to do so has been made with the Lessee. The Lessee shall accept at least 3 (three) such appointments per week. The Lessee undertakes not to make any comments whatsoever regarding the premises to such new occupant, whether defects exist in the premises or not.

13.3 The Lessee shall not remove, relocate or damage any notice referred to in clause 13.1.

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14. USE OF THE PREMISES BY THE LESSEE

The Lessee shall use the premises solely for residential purposes and hereby specifically undertakes to:

- 14.1 Not contravene any of the conditions of title of the Premises or any of the laws, rules or regulations affecting owners, tenants or occupiers of the Premises inclusive of any rules and regulations imposed by a constituted Home Owners Association and/or scheme prescribed by Section 35 of the Sectional Titles Act 95 of 1986, as amended, the terms of which the Lessee declares to be fully informed about;
- 14.2 Not cause or commit any nuisance on the Premises or common areas or cause any annoyance or discomfort to other lessees, neighbours or the public;
- 14.3 Not bring onto the Premises any article which, by reason of its weight or other characteristics, is liable to cause damage to any of the Buildings or the Premises;
- 14.4 Not leave refuse or allow it to accumulate in or about the Premises except in adequate refuse bins suitably placed;
- 14.5 Not allow pets or other animals to damage the premises;
- 14.6 Not deface, mark or paint the doors, walls, ceiling or floor of the premises, or place or display advertisements or notices of whatever nature on any part of the premises, without the written consent of the Lessor. Should the Lessee drive nails, hooks or screws into the doors, walls, ceiling or floor of the premises, the Lessee shall be obliged to repair the premises and leave it in the same condition as it was found by him, upon him leaving the premises at the end of the lease period. All nails, screws, hooks will be removed by the Lessee on vacating the property. The Lessee will also fill all holes and all affected walls must be re-painted, corner-to-corner in the same colour as received. Patch paint work will not be accepted.
- 14.7 Not interfere in any manner whatsoever with the existing electrical installation on the premises or to connect any electrical equipment to the electrical current which may in any way damage the electrical installation or cause it to short-circuit;
- 14.8 Not make any alteration or addition to the premises or its appurtenances without the written consent of the Lessor;
- 14.9 Not keep or store any dangerous or offensive material or substance on the premises or to permit anything which may vitiate the Lessor's insurance on the premises or cause an increase in the premium payable thereunder;
- 14.10 Not hold or permit the holding of, any sale by public auction whatsoever in or about the Premises;
- 14.11 NO PETS !
- 14.12 Provide at the Lessee's own expense all electric, fluorescent, and incandescent light bulbs required on the Premises.

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14.13 In addition to clause 14.1 above the Lessee agrees and undertake to familiarize and subject himself to the rules and regulations of the Home Owners Association / Body Corporate and acknowledges that he will truly and firmly bound himself and all occupants to any obligations which are imposed or may be imposed upon him by the said association / body corporate (if applicable).

15. EXCLUSION OF LESSOR FROM CERTAIN LIABILITY AND INDEMNITY

15.1 The Lessee shall have no claim for damages against the Lessor and may not withhold or delay any payment due to the Lessor by reason directly or indirectly of

15.1.1 any failure or suspension of, or any interruption in, the supply of water, electricity, gas, air-conditioning, heating, or any other amenity or service to the Premises or any part thereof, unless wilfully or negligently caused by the Lessor's failure to maintain the structure of the property;

15.1.2 any breakdown of, or interruption in the operation of, any machinery, plant, equipment, installation, or system situated in or on, or serving, the Premises or any part thereof or any part thereof, and including (but without limiting the generality of the foregoing) the swimming pool plant or any geyser, boiler, burglar alarm, or security installation or system, unless wilfully or negligently caused by the Lessor's failure to maintain the structure of the property;

15.1.3 any interruption of or interference with the enjoyment or beneficial occupation of the Property caused by any building operations or other works on or about the Property, carried out by a third party who has not been instructed by the Lessor or his duly authorized representative to do so; or

15.1.4 any injury or death caused by way of use of the property by the lessee or as a result of any part of the structure or attachments to it causing such injury or death, unless proven that such injury or death was caused by the lessor's failure to maintain the structure of the property. and the Lessee indemnifies the Lessor against all liability to members of the Lessee's household, servants, guests and other invitees and all other persons who may occupy or be entitled to occupy the Property or any parts thereof through or under the Lessee, in consequence of any such matter as is referred to in clauses 15.1.1 to 15.1.4 above.

15.2 The Lessor shall not, however, be excused from specific performance of any of its obligations under this lease, whether express or implied, and particularly (but not only) its obligations to afford the Lessee occupation and enjoyment of the Premises as contemplated by this lease and to carry out such maintenance and repairs as are incumbent upon the Lessor in terms hereof; and if the Lessor fails to carry out any such obligation of maintenance or repair with reasonable speed or efficiency, and persists in such default after reasonable notice in writing requiring that it be remedied, the Lessee may cause the necessary maintenance or repair (including any incidental or necessary replacement) to be carried out and may then recover the reasonable cost thereof from the Lessor on demand.

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16. IMPROVEMENTS

- 16.1 Any improvements or attachments made by the Lessee on or to the premises during the period of the lease shall become the property of the Lessor on termination of the lease and the Lessee shall not be entitled to remove any such improvement or claim from the Lessor any compensation in respect thereof.
- 16.2 Notwithstanding the provisions of clause 16.1 above, the Lessor shall be entitled at the termination of the lease to demand in writing that any improvements or additions made by the Lessee be removed by the Lessee at his own cost. The Lessee shall at his own expense and to the satisfaction of the Lessor repair all damage caused by such removal. The Lessee shall be liable to pay the full amount of rent to the Lessor until such time that the premises are restored to its former condition.
- 16.3 Should the Lessee fail to comply with a demand made by the Lessor in terms of clause 16.2, the Lessor shall be entitled, in addition to any other remedy or right available to him in terms of this agreement, to have the relevant improvement and/or attachment removed and to recover the cost thereof from the Lessee, including the cost of repair of all damage caused by such removal. The Lessee shall be liable to pay the full amount of rent to the Lessor until such time that the premises are restored to its former condition.

17. BREACH

- 17.1 In the event of either one of the parties ("the defaulting party") committing a breach of any of the terms of this agreement and failing to remedy such breach within a period of 7 (seven) days of dispatch by pre-paid registered post, tele-faximile, e-mail or delivery by hand of a written notice from the other party ("the aggrieved party") calling upon the defaulting party to remedy the breach in question, then the aggrieved party shall be entitled to, at his sole discretion and without prejudice to any of his other rights in law and/or in terms of this agreement, either to claim specific performance of the terms of this agreement or to cancel this agreement forthwith and without further notice claim damages from the defaulting party. Provided that if the Lessee commits a breach of the provisions of this agreement three times in any period of 12 (twelve) consecutive months, then upon the third breach, the Lessor shall be entitled to immediately implement either of the remedies referred to above, without first having to give the Lessee written notice to rectify such breach.
- 17.2 In the event that the defaulting party is
- 17.2.1 The Lessee, the full amount of the deposit shall on cancellation of this agreement be forfeited in favour of the Lessor, subject to any remedies in that regard which are available to the Lessee at law; or
- 17.2.2 The Lessor, the Lessee shall not later than 14 (fourteen) days after cancellation of this agreement receive the deposit, less any deductions made there from in terms of clause 6.2 above.
- 17.3 Should there be a dispute as to the determination of the defaulting party, the deposit shall remain in trust until such dispute is resolved either by a written agreement between the Lessor and the Lessee or by order of a competent court.

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Lessee 1

Lessee 2

Lessor



17.4 Should this agreement be cancelled by the Lessor as a result of breach of any terms of this agreement by the Lessee and after the Lessee has been demanded to rectify his breach in accordance with the provisions of clause 17.1 of this agreement, the Lessee and / or any other person occupying the premises with or on the Lessee's behalf, shall immediately vacate the premises and allow the Lessor to take unhindered occupation thereof.

18. DOMICILE

18.1 Each party choose as his/her/its domicilium citandi et executandi the address as defined in clause 2.3 above, at which address all notices and legal process in relation to this agreement or any action arising there from may be effectually delivered and served.

18.2 Any notice given by one of the parties to the other ("the addressee") which

18.2.1 Is delivered by hand to the addressee's domicilium citandi et executandi shall be presumed until the contrary is proved to have been received by the addressee on the date of delivery

18.2.2 Is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's domicilium citandi et executandi shall be presumed to have been received by the addressee on the 5th (fifth) day of the date of posting.

18.2.3 Is transmitted by way of tele-faxcimile or e-mail, shall be presumed until the contrary is proved to have been received by the addressee on the transmission date indicated on the tele-faxcimile or e-mail.

18.2.4 Either party shall be entitled, on written notice to the other, to change his domicilium citandi et executandi, provided that such new address is within the borders of the Republic of South Africa.

19. GENERAL

19.1 The parties agree to the jurisdiction of the magistrate's court in connection with any action or suit arising from this agreement or the cancellation thereof.

19.2 Should two or more persons sign this agreement as Lessor or Lessee, such persons shall be liable in solidum for the due performance of their obligations in terms of this agreement.

19.3 This agreement constitutes the sole and entire agreement between the parties and no warranties, representations, guarantees or other terms and conditions of whatsoever nature not contained herein shall be of any force or effect.

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- 19.4 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 in writing and signed by the parties or their duly authorized agents.
- 19.5 No indulgence which either party ("the grantor") may grant to the other ("the grantee") shall constitute a waiver of any of the rights of the grantor who shall not thereby precluded from exercising any rights against the grantee which may have arisen in the past or which might arise in the future.
- 19.6 The parties hereto hereby warrants that all consents required in terms of the Matrimonial Property Act 88 of 1984 have been duly furnished.
- 19.7 This agreement shall be duly concluded upon signature thereof by the Lessor and the Lessee, without it being required that the fact of the Lessor's signature be communicated to the Lessee.
- 19.8 Should a dispute arise between the Lessor and Lessee, and the parties, with the assistance of the Property Practitioner, not be able to resolve such a dispute, the parties hereby agree to mediation at the **GTR**_____ office via an Independent Attorney. The parties agree that the Independent Attorney's decision will be final and accepted by all. A R 500 (Five Hundred Rand) fee will be payable by both the Lessor and the Lessee into the **GTR**_____ account as a non-refundable mediation fee. The Property Practitioner will act independent and objectively to assist with all documentation and share all facts and information with the Independent Attorney.

20. ALIENS

Should the Lessee be an alien as defined in terms of the Aliens Control Act 96 of 1991, as amended, he warrants that he is in possession of a permit issued in terms of the said Act which qualifies him to lease the premises. A copy of the permit must be attached to this agreement upon signature hereof by the Lessee

21. PROPERTY PRACTITIONER'S COMMISSION

- 21.1 Upon signature hereof by the Lessor, the Lessor shall be liable to the Property Practitioner for payment of **agreed commission plus V.A.T.** thereon calculated as a percentage of the rental referred to in clause 4 hereof. In the event of this agreement being cancelled as a result of breach hereof by either the Lessee or the Lessor, the Property Practitioner shall be entitled but not obliged to claim such commission plus V.A.T. from the party committing such breach.
- 21.2 A once off administration fee equal to 10% of the monthly rent or R1500 (one thousand five hundred rand), whichever amount is the greater of the two, will be payable by the Lessee to the Property Practitioner. This will be payable once the lease agreement has been signed and accepted by all parties.

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- 21.3 A contract renewal fee of 10 % of the monthly rent for the first month after the renewal period with a minimum of R 1500 will be payable by the Lessee on the date of each renewal of the lease agreement.
- 21.4 Any additional payments requested by the Lessor, save for the single monthly payment of the rental amount to
- the Lessor, will be subject to a surcharge handling fee by **GTR** _____ in the amount of R30.00 (Thirty Rand) per requested payment. Payments subject to these fees includes, but are not limited to payment for levies, rates and taxes.
- 21.5 The Lessor and Lessee declare that the Property Practitioner, _____ and/or **GTR** _____ is the effective cause of this agreement and that no other Property Practitioner:
- 21.5.1 was responsible for the introduction of the Premises to the Lessee;
- 21.5.2 is entitled to commission on any basis.
- 21.6 Should the Lessee continue to occupy the premises after expiry of this agreement; the Property Practitioner shall continue to be entitled to Property Practitioner commission at the same percentage calculated on the amount of the rental.
- 21.7 The parties confirm that the Property Practitioner introduced the Lessor and the Premises to the Lessee. The parties confirm that the Property Practitioner introduced the lessor and the premises to the lessee. Should the lessee personally or by way of any legal entity, directly or indirectly, or by way of any affiliation to such legal entity or its members, directors, shareholders or trustees purchase the premises from the lessor within the currency of this agreement or within a period of 6 months from expiry hereof, Property Practitioners commission calculated at 7.5% (Seven point five percent) of the purchase price of the premises shall be due and payable to the Property Practitioner on registration of the premises into the name of the Lessee.
- 21.8 Should the Property Practitioner institute legal action to recover the agreed commission and VAT, the parties agree that the amount of the commission plus VAT is a genuine liquidated pre-estimate of damages suffered and the parties further concede that the Property Practitioner therefore need not prove the amount thereof.
- 21.9 The Lessor and Lessee agree that the Property Practitioner's rights and obligations under this Agreement may be ceded and assigned to **GTR** _____ upon termination of the agreement between the Property Practitioner and **GTR** _____ be, and that such cession and assignment shall take place automatically when **GTR** _____ provides the Lessor and Lessee with written notice to this effect. The Lessor and Lessee hereby agree to any such cession and assignment and to make any payments due to the Property Practitioner under this Agreement in such event and from that point in time onwards to **GTR** _____ instead of the Property Practitioner.

22. SALE OF THE PREMISES

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22.1 In the event that the Lessor intends selling the Premises, the Lessor shall first, before accepting an offer from a bona fide third party, offer the Premises to the Lessee in writing by means of a written offer to purchase completed by the Property Practitioner, stating the price and the terms applicable, which offer shall be open

for acceptance by the Purchaser for a period of 7 (seven) days from receipt of the offer to sell. Should the aforementioned period of 7 (seven) days lapse and should the Lessee fail to accept the Lessor's offer, the Seller shall be entitled to offer the Premises to any bona fide third party at a price not less and on terms not more favourable to such third party than the price and terms set forth in the notice to the Lessee.

22.2 If, at any time during the currency of this agreement, the Lessor sells the Premises to a third party through the Property Practitioner, _____ (after having completed the process referred to in 22.1 above), the Lessor shall upon registration of transfer of the Premises into the name of the purchaser, provide the Purchaser with a copy of this lease agreement and this agreement shall remain of full force and effect save that the purchaser shall be substituted as Lessor and acquire all rights and be liable to fulfil all the obligations which the Lessor, as Lessor, enjoyed against or was liable to fulfil in favour of the Lessee in terms of the lease.

23. TERMINATION BY DEATH OR INSOLVENCY

23.1 This lease shall not terminate with the death of either the Lessor or the Lessee. The executor of the deceased Lessee's estate shall have the option, depending upon the circumstances of the estate, either to abide by the contract for the remainder of the lease period (the successor or successors of the Lessee assuming his rights and obligations) or to cancel the lease by giving the Lessor one month's written notice of termination.

23.2 The insolvency of either the Lessor or the Lessee shall not terminate this lease. However, the trustee of the Lessee's insolvent estate shall have the option to terminate the lease by notice in writing to the Lessor. If the trustee does not within three months of his appointment as trustee notify the Lessor that he desires to continue with the lease on behalf of the estate, he shall be deemed to have terminated the lease at the end of the three months.

24. CONSENT IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT

The parties hereby voluntarily consent to the processing of my/ our personal information as may be required for the purposes of this lease agreement through GTR____ (Property Practitioner). In addition: This consent is provided in favor of the aforementioned Property Practitioner, in order to facilitate the management of the lease relating to the property and may not be repurposed. My personal information may only be collected in terms of the Property Practitioners Act 22 of 2019, Deeds Registries Act 47 of 1937, Sectional Titles Act 95 of 1986 and the Financial Intelligence Control Act 38 of 2001. Personal Information may not be transferred to a third party, unless specifically requested. This consent covers the natural sharing of information, insofar it is necessary, between all essential parties involved with the process, including, but not limited to: Contractors for the purposes of repairs or maintenance,

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You say Sell! we say Sold!!

Body Corporates, Municipalities, Homeowners Associations. The Lessee further agrees and allow the Landlord or GTR_____ at all times to:

24.1 contact, request and obtain information from any credit provider (or potential credit provider), registered credit bureau or Property Practitioner that may be necessary to assess my/our behaviour, profile, payment patterns, indebtedness, whereabouts and creditworthiness'; and

24.2 furnish information concerning the behaviour, profile, payment patterns, indebtedness, whereabouts and creditworthiness of me/us to any registered credit bureau, to any credit provider (or potential credit provider) or Property Practitioner seeking a trade reference regarding my dealings with GTR _____

25. RETENTION OF INFORMATION

Insofar as any statutory requirement may compel the Property Practitioner/agency to retain any files and/or information regarding the parties involved herein or documentation relating to the relevant transaction regulated by means of this agreement the parties hereby consent to such information and/or documentation being retained by the Property Practitioner/agency. Such information will however not be utilised for any purpose but merely retained in storage in compliance of the statutory requirement as aforementioned.

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26. SPECIAL CONDITIONS

Signed at _____ on _____ 20____

Witness

Second Lessee

Witness

Lessee

Signed at _____ on _____ 20____

Witness

Second Lessee

Witness

Lessor

The benefits of this agreement accruing to the Property Practitioner and/or GTR _____, are hereby accepted by the Property Practitioner

Signed at _____ on _____ 20____

Witness

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