

## LEASE OF IMMOVABLE PROPERTY (Apartment/Townhouse/House)

### IMPORTANT

Before signing this document, the Lessee should acquaint himself fully with the maintenance obligations set out in clause 12 hereof.

### 1. PARTIES

- 1.1 \_\_\_\_\_ (“Lessor”)  
of (address) C/O Status Mark, Ruimsig Office Estate, Building 5, Cnr Peter & Hole-In-One Road, Ruimsig
- 1.2 \_\_\_\_\_ (“Lessee”)  
of (address) \_\_\_\_\_  
VAT Reg No: (if applicable) \_\_\_\_\_

### 2. INTERPRETATION

In this Agreement, unless the context indicates otherwise, the following expressions shall have the meanings assigned to them hereunder

#### 2.1 The Premises

- \*2.1.1 Erf no \_\_\_\_\_ together with the dwelling and outbuildings erected thereon and situated at  
(street address) \_\_\_\_\_
- \*2.1.2 Apartment/Townhouse no \_\_\_\_\_ in the building known as \_\_\_\_\_  
situated at (street address) \_\_\_\_\_  
including the exclusive use areas (if any);

\* *Delete either 2.1.1 or 2.1.2*

together with such furniture and other household effects (if any) as are listed in the inventory attached hereto.

#### 2.2 The Rental

The amount referred to in 4.1 (or, if applicable 5.2.2) as escalated in terms of 4.2.

#### 2.3 The Estate Agent

The Firm **C.A. Holmes Property Brokers cc T/A Status Mark & Rent-A-Property cc T/A Status Mark**  
Of (address) **Ruimsig Office Estate, Building 5, Cnr Peter & Hole-In-One Road, Ruimsig**

#### 2.4 The Deposit

The deposit referred to in 6.

#### 2.5 The Exclusive Use Areas

The following parts of the building referred to in 2.1.2 and/or the land on which it is erected:

- 2.5.1 \_\_\_\_\_
- 2.5.2 \_\_\_\_\_  
including (if applicable) the garden and yard of the townhouse/apartment referred to in 2.1.2.

**3. LETTING AND HIRING**

3.1 The Lessor hereby lets to the Lessee, who hereby hires the Premises subject to the terms and conditions contained in this Agreement.

3.2 The premises shall be personally occupied by \_\_\_\_\_ and not more than \_\_\_\_\_ other persons.

Name	Surname	Id Number

**4. RENTAL AND SECURITY FOR PAYMENT**

Delete 4.2 if not applicable.

4.1 The Rental shall be \_\_\_\_\_ Rands per month, subject to 4.2.

The Rental shall be subject to an escalation of \_\_\_\_\_ % ( \_\_\_\_\_ percent) per annum from the 1<sup>st</sup> day of \_\_\_\_\_ of each year, and the mount referred to in 4.1, escalated as aforesaid, shall then with effect from the said date constitute the Rental.

4.2 The Deposit shall be subject to an escalation of \_\_\_\_\_ % ( \_\_\_\_\_ Percent) per annum from the 1<sup>st</sup> day of \_\_\_\_\_ of each year, and the amount escalated as aforesaid, shall then with effect from the said date constitute the Deposit.

4.3 Rental shall be paid **monthly in advance on the 1<sup>st</sup> day of each month, free of any deduction or set-off**, via debit order or such other address as the Lessor may in writing direct, please complete your information below:

**DEBIT ORDER AUTHORISATION**

I/we hereby authorize you to debit my account for all amounts due in terms of this lease for the duration or until canceled by me/us in writing.

Account Name: \_\_\_\_\_ Bank: \_\_\_\_\_ Type of account: \_\_\_\_\_

Account Number: \_\_\_\_\_ Branch No: \_\_\_\_\_

Authorized Signatory: \_\_\_\_\_ Debit order effective from date: \_\_\_\_\_ / \_\_\_\_\_ 20 \_\_\_\_\_

**SIGNATURE**

**A surcharge of R11.98 will be levied to your account monthly for this service. Status Mark reserves the right to increase this charge without prior notice.**

4.4 If payment of rent and all monies due is not made by the 1<sup>st</sup> of the month, as stated in 4.3 above, clause 16 of this contract will be implemented, resulting in the cancellation of the lease. The lessee hereby agrees to vacate the premises within 24 hours of such notice and hereby authorizes the lessor or his agent to remove and store all the lessee's belongings should these not be removed by the lessee by the time stipulated above. All such costs will be payable by the lessee.

\_\_\_\_\_  
Signature of Lessee

\_\_\_\_\_  
Signature of Lessee

4.5 During the period of the lease the Lessee shall not without the written consent of the Lessor remove any movable property brought onto the premises by the Lessee at the commencement of or during the lease period, it being understood that such movable property is to remain on the Premises as security for all rent or other payments for which the Lessee is liable in terms of this Agreement.

**5. LEASE PERIOD**

5.1 The lease shall commence on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ and shall continue until terminated by either party giving the other \_\_\_\_\_ calendar months written notice of termination: Provided that such notice of termination;

5.1.1 may not be given by either party to expire prior to the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ ; and

5.1.2 shall be given only **on or before the 1<sup>st</sup> day** of any calendar month, and the Lessee will be required to vacate the property by 12 noon on the last day of the month.

**6. DEPOSIT**

6.1 The Lessee shall immediately after the signing of this Agreement pay a deposit of \_\_\_\_\_

Rands

To the Lessor to be kept by him in trust until termination of the lease.

- 6.2 On termination of the lease the Deposit shall be dealt with as follows, subject to 11.2, 16.2 and 16.3
- 6.2.1 the Lessor may in his discretion apply the deposit towards the payment of all amounts for which the Lessee is liable under this Agreement including, but without limitation, arrear Rental, unpaid electricity and telephone accounts, outstanding collection costs, the cost of repairing damage to the Premises and/or replacing lost keys as well as carpet cleaning; and
- 6.2.2 the balance of the Deposit (if any) shall be refunded to the Lessee within 14 days following completion and finalization of the following: final inspection, all repairs, full and final settlements of all accounts including water and electricity and landlord approval, as per the Rental Housing Act.

## 7. ADDITIONAL PAYMENTS BY LESSEE

- 7.1 The Lessee shall on demand pay to the Lessor
- 7.1.1 the cost of revenue stamps to be affixed to this Agreement in terms of the Stamp Duty Act 77 of 1968; and
- 7.1.2 all legal costs, as between attorney and client, incurred by the Lessor in respect of any legal steps taken by him against the Lessee to enforce any of the Lessee's obligations in terms of this Agreement.
- 7.2 Except insofar as they are included in any levy payable by the Lessor in terms of clause 9, the Lessee shall from the date of commencement of this lease promptly pay for
- 7.2.1 all electricity (including electricity service charges), water and gas (if any) consumed on the Premises
- 7.2.2 all refuse removal fees levied on the Premises;
- 7.2.3 all sewer, effluent and sanitary fees levied on the premises;
- 7.2.4 all charges arising out of any telephone service installed on the Premises;
- 7.2.5 any other fees payable in respect of services rendered to the Premises during the period of the lease.

In the event of the Lessee failing to make payment of any of the foregoing, the Lessor shall have the right, without prejudice to his other rights in law or under this Agreement, to effect payment himself and recover the amount/s so expended from the Lessee.

- 7.3 Status Mark are registered Debt Collectors (*Certificate number 0044957/10*). All arrears will be collected in terms of the Debt Collectors Act. A 10% Installment amount shall be charged on all arrear and outstanding amounts due in terms of this agreement. The Lessee shall also pay all administrative costs charged by the Debt Collector including but not limited to arrear letters, advices, phone calls, faxes, notices and cancellation letters.
- 7.4 The Lessee agrees to pay all bank charges including cash deposits, debit order and cheque charges and fees relating to unpaid or late or non payment.

## 8. ACKNOWLEDGMENTS BY LESSEE

The Lessee acknowledges that

- 8.1 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 situate (as the case may be) and the provisions of any applicable town planning scheme; and
- 8.2 he has inspected the Premises and that it is suitable for the purpose for which it is let; and
- 8.3 he will have no claim for damages whatsoever against the Lessor if for any reason the Premises do not become suitable for the purpose for which it is let; and
- 8.4 the Estate Agent, if so authorized by the Lessor, may exercise on behalf of the Lessor all the Lessor's rights and powers in terms of this Agreement; and
- 8.5 payment of rental by way of cheque or debit order is an indulgence to the Lessee and in the event of any such cheque or debit order being dishonored for any reason whatsoever, the Lessee shall be obliged to effect all payments in cash; and
- 8.6 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; and
- 8.7 the Lessor shall not be liable for any loss sustained by the Lessee by reason of any burglary of, or fire on the Premises or for any damage suffered by the Lessee as the result of any act or omission on the part of the Lessor and/or his agent or as a result of any defect in the Premises; and
- 8.8 Liability - The Lessee indemnifies and hold harmless the Lessor for any claims or damages incurred and or suffered directly or indirectly in person or to personal property of the Lessee as a result of damages incurred in whatever way, including pain and suffering as a result of occupying the premises
- 8.9 the Premises form part of a sectional title scheme under the provisions of the Sectional Titles Act 95 of 1986 and that the Premise are let subject to the conditions contained in the relevant sectional plan and the provisions of the rules applicable to such scheme; or
- 8.10 the Premises form part of a share block scheme under the provisions of the Share Block Control Act 59 of 1980 and that the premises are let subject to the provisions of the articles of association and memorandum of the relevant share block company, and of the use agreement applicable to the Premises.

\* Delete 8.9 and/or 8.10 as applicable.

**9. PAYMENT OF RATES AND TAXES AND LEVIES**

The Lessor shall be liable to pay all rates and taxes/levies payable in respect of the Premises to the local authority/body corporate /share block company/home owners' association concerned.

**10. PROHIBITION AGAINST SUBLETTING AND PARTING WITH POSSESSION**

The Lessee shall not

- 10.1 cede his rights or assign his obligations hereunder; or
- 10.2 sublet the Premises or any portion thereof; or
- 10.3 part with possessions of the Premises or any portion thereof without the Lessor's prior written consent which, in the case of 10.2 and 10.3, shall not be unreasonably withheld.

**11. OCCUPATION**

11.1 Notwithstanding any receipt given for rental or deposit paid in terms of the lease, the Lessee shall have no claim for damages or other right of action against the Lessor, nor be entitled to cancel this lease, should the Lessor be unable to give the Lessee occupation of the Premises on the date of commencement of the lease for any reason whatsoever not attributable to willful default on the part of the Lessor, and the Lessee undertakes to accept occupation from whatever date the Premises are available, subject to a remission of rental in respect of the period of non-occupation.

11.2 Should the Lessee fail to take occupation of the Premises on the date upon which the Premises are made available to him for occupation, the Lessor may without incurring any liability whatsoever towards the Lessee immediately cancel this Agreement without notice, whereupon the Lessee shall forfeit the Deposit paid by him while remaining liable for any loss of rental or 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.

11.3 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

11.3.1 failing within 30 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 canceled 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

11.3.2 having given notice to the Lessee as aforesaid, 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 remission of rental according to the extent to which and the period for which he was deprived of beneficial occupation of the Premises.

Save as provided in 11.3.1 and 11.3.2, the Lessee shall have no other claims whatsoever against the Lessor.

11.4 The Lessee may not without the Lessor's prior written consent which shall not be unreasonably withheld

11.4.1 vacate the Premises prior to the expiry of the lease; or

11.4.2 allow the Premises to remain unoccupied for any period exceeding six weeks; or

11.4.3 permit or allow any persons other than persons referred to in 3.2 above to occupy the premises or to reside therein.

**12. DEFECTS AND MAINTENANCE**

12.1 It is hereby recorded that at the time of conclusion of this Agreement the Premises are in a good state of repair and condition, and that all keys, locks, glass windows, electrical installations, sanitary ware, sewerage pipes, stoves if supplied, water taps, geyser and other appurtenances including all the movable items specified in the Inventory annexed hereto ("*the goods*"), 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 3 (three) days of such occupation give written notice of any such defect to the Estate Agent or (if so directed in writing by the Estate Agent 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 acknowledgment 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 It is specifically recorded that any notice given by the Lessee in terms of 12.1 shall not place any obligation on the Lessor to repair the Premises or the goods concerned, the intention being that such notice will serve only to record the state of repair in which the Lessee took occupation of the Premises and the goods. It is furthermore specifically recorded that save as is otherwise provided in this Agreement, the Lessor shall not be obliged to effect repairs to or maintain the Premises or the goods, and Lessee shall not be entitled to withhold the Rental or to claim any refund in respect of Rental paid, by reason of any defect whatsoever in the Premises or the goods.

12.3 The Lessor shall keep the structure of the Premises and the roof in a state of good repair but shall not be held liable by the Lessee for any damages which the Lessee may suffer by reason of any repairs to be effected by the Lessor not being effected in time or at all.

12.4 The Lessee undertakes, subject to 12.3 above and 12.8 below, 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 breakage's or defects. Notwithstanding the generality of this clause, the Lessee specifically undertakes to:

12.4.1 keep and maintain all gutters, sewerage pipes, water and drains on the Premises free from obstruction and/or blockage; and

12.4.2 keep the grounds (if any) of the Premises in a clean and tidy condition, free from all litter and rubbish, and to keep the hedges trimmed, lawn mowed and flowerbeds neat and tidy; and

- 12.4.3 keep the electrical system in good working order and condition; and
- 12.4.4 maintain the swimming pool, motor and filtration plant (if any) in good working condition and free from all obstructions and contamination; and
- 12.4.5 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; and
- 12.4.5.1 clean the carpets through a professional company, or instruct the agent to arrange the cleaning, within 2 days of vacating the premises. The cost of such carpet cleaning will be for the Lessee's account and proof of such payment must be produced prior to refund of the deposit.
- 12.5 The Lessor and/or the Estate Agent 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.
- 12.6 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.
- 12.7 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.
- 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 or the Share Blocks Control Act 59 of 1980 (as the case may be), the Lessee shall not be obliged or entitled to maintain in any manner the premises and/or 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; or
  - 12.8.2 the relevant share block company.

**13. "FOR SALE" AND "TO LET" NOTICE**

- 13.1 The Lessor shall at any time during the period of this lease be entitled to affix a "for sale" notice in respect of the Premises.
- 13.2 On receipt of a notice given by either parties in terms of 5.1, the Lessor shall be entitled to affix a "to let" notice upon the Premises.
- 13.3 The Lessee shall allow the Estate Agent 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.
- 13.4 The Lessee shall not be entitled to remove, relocate or damage any notice referred to in 13.1 or 13.2.

**14. USE OF THE PREMISES BY THE LESSEE**

The Lessee shall use the Premises solely for residential purposes and hereby specifically undertakes not to

- 14.1 contravene any law, bylaw, ordinance or regulation applicable in respect of the Premises, in particular (if applicable) the rules applicable to the sectional title scheme of which the Premises forms part or, if the premises form part of a share block scheme, any use agreement applicable to the Premises.
- 14.2 cause or permit any nuisance upon the Premises; or
- 14.3 allow pets or other animals to damage the Premises; or
- 14.4 deface, mark, paint or drive nails, hooks or screws into the doors, walls, ceilings or floors 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; or
- 14.5 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; or
- 14.6 make any alteration or addition to the Premises or its appurtenances without the written consent of the Lessor; or
- 14.7 keep or store any dangerous or hazardous material or substance on the Premises or do or permit anything which may vitiate the Lessor's insurance on the Premises or cause an increase in the premiums payable thereunder; or
- 14.8 hold, or permit the holding of, any sale by public auction whatsoever in or about the Premises; or
- 14.9 keep any pets in or on the Premises without the Lessor's prior written consent.

**15. IMPROVEMENTS**

- 15.1 Any improvements made by the Lessee on or to the Premises during the period of the lease 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.
- 15.2 Notwithstanding the provisions of 15.1 above, the Lessor shall be entitled at the termination of the lease to demand in writing that any improvement or addition 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 and/or defects caused by such removal.

- 15.3 Should the Lessee fail to comply with a demand made by the Lessor in terms of 15.2, 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 addition removed and to recover the costs thereof from the Lessee, including the cost of repair of all damage and/or defects caused by such removal.
- 16. BREACH**
- 16.1 If the rental is not received on the 1<sup>st</sup> of the month as per clause 4. for whatever reason, the Lessor will have the right to immediately and without any notice, take whatever steps deemed necessary to recover all amounts outstanding in terms of this lease, and to cancel the lease and to take possession of the premises.
- 16.2 In the event of either one of the parties ("*the defaulting party*") committing a breach of any of the terms other than 16.1 of this Agreement and failing to remedy such breach within a period of 7 (seven) days after receipt of a written notice from the other party ("*the aggrieved party*") calling upon the defaulting party to remedy the breach complained of, then the aggrieved party shall be entitled 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 and claim damages from the defaulting party: Provided that if the Lessee commits a breach of the provisions of this Agreement three times in any calendar year, then upon the third breach, the Lessor shall be entitled immediately to implement either of the remedies referred to above, without first having to give the Lessee written notice to rectify such breach.
- 16.3 In the event that the defaulting party is
- 16.3.1 the Lessee, the full amount of the Deposit shall on cancellation of this Agreement be forfeited in favor of the Lessor, subject to any remedies in that regard which are available to the Lessee at law;
- 16.3.2 the Lessor, the Lessee shall not later than 30 (thirty) days after cancellation of this Agreement receive from the Estate Agent the Deposit, less any deduction made therefrom in terms of 6.3.1 above.
- 16.4 Should there be a dispute as to the determination of the defaulting party, the Estate Agent shall retain the Deposit in trust until such dispute is resolved either by agreement between the Lessor and the Lessee or by order of a competent court.
- 16.5 Should this Agreement be canceled by the Lessor for any reason whatsoever, the Lessee and/or any other person occupying the Premises on the Lessee's behalf, shall immediately vacate the Premises and allow the Lessor to take occupation thereof.
- 17. DOMICILE**
- 17.1 Each party choose domiciliary *citandi et executandi* at his address as set out in 1 above, at which address all notices and legal process in relation to this Agreement or any action arising therefrom may be effectually delivered and served.
- 17.2 Any notice given by one of the parties to the other ("*the addressee*") which
- 17.2.1 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; or
- 17.2.2 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 until the contrary is proved to have been received by the addressee on the fifth day of the date of posting.
- 17.3 Either party shall be entitled, on written notice to the other, to change the address of his *domicilium citandi et executandi*.
- 18. GENERAL**
- 18.1 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.
- 18.2 Should two or more persons sign this Agreement as Lessors or Lessees, the said persons shall be liable *in solidum* for the due performance of their obligations in terms of this Agreement.
- 18.3 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.
- 18.4 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 writing and signed by the parties or their duly authorized agents.
- 18.5 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 be precluded from exercising any rights against the grantee which may have arisen in the past or which might arise in the future.
- 18.6 The Lessor hereby warrants that all consents required in terms of the Matrimonial Property Act of 1984 have been duly furnished.
- 18.7 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.
- 18.8 The parties hereby acknowledge that the Lessee was introduced to the property by the estate agent and that if at any future date the Lessor agrees to sell the property to the Lessee or any relation or company with which the Lessee is associated then the estate agent shall be entitled to commission on the transaction.

18.9 The Lessee agrees, at the stipulated cost, to receive the monthly statement via e-mail on the e-mail address provided below. In the event that this address changes the onus is upon the lessee to notify the managing agent, in writing, thereof immediately. If no e-mail address is supplied, statements will be posted to the address on file. Status Mark's applicable fee will be recovered from the lessee.

E-mail address:

P.O. Box address:

For the purpose of telephonic & sms correspondence please provide contact numbers:

Cellphone:

Landline:

## 19. ALIENS

Should the Lessee be an alien as defined in terms of the Aliens Control Act 96 of 1991 he warrants that he is in possession of a permit issued in terms of the said Act which qualifies him to hire the Premises. The expiry date of the permit is \_\_\_\_\_

## 20. ESTATE AGENT'S COMMISSION

Delete 20.1 or 20.2, as the case may be.

### 20.1 Single Amount Commission

20.1.1 Commission in the amount of R \_\_\_\_\_ ( \_\_\_\_\_ Rands) is earned by the Estate Agent on signature of this Agreement by both the Lessor and the Lessee and on fulfillment of all suspensive conditions contained herein, if any. Such commission is payable by the Lessor to the Estate Agent after receipt by

20.1.1.1 the Estate Agent of the deposit referred to in clause 6.1; and

20.1.1.2 the Lessor of the first month's rental.

20.1.2 Notwithstanding anything to the contrary contained in clause 20.1.1, if this Agreement is canceled at any time;

20.1.2.1 as a result of a breach on the part of either the Lessor or the Lessee, the Estate Agent will immediately be entitled to payment of the commission from the party at fault; or

20.1.2.2 by mutual agreement between the Lessor and the Lessee, the Estate Agent will immediately be entitled to payment of the commission from the Lessor and the Lessee, jointly and severally. The party making payment shall be entitled, in the absence of any written agreement to the contrary, to claim one half of the amount so paid by him from the other party.

### 20.2 Commission on Rental Received

The Lessor will pay to the Estate agent commission equal to \_\_\_\_\_ % ( \_\_\_\_\_ percent excluding VAT) of the monthly amounts collected, such commission to be paid immediately after receipt of such amount by the Lessor. If the rental is paid at the Estate Agent's office, the Lessor hereby authorizes the Estate Agent to deduct the commission from the rental when payment thereof is made by the Estate Agent to the Lessor.

20.3 Clause 20.1 and 20.2 are to be construed as an agreement for the benefit of the Estate Agent, and the Estate Agent accepts the benefit in terms of these clauses on signature of this Agreement by him.

20.4 Any extension, renewal or renegotiations of the terms of this lease between the Lessee & Lessor or their kin will entitle the agent to commission on the same basis as this original agreement notwithstanding that agent may not be required to collect the rent.

20.5 Commission on SALE: The Lessor acknowledges that the Lessee was introduced to the property by the estate agent, who shall be the effective cause of any resultant sale between the Lessor and Lessee or by relation of the Lessee or any company close corporation or trust in which the Lessee has a direct or indirect interest in.

## 21. INSPECTIONS

21.1 The occupant is obliged to make the property available for inspections during office hours

21.2 A formal appointment will be made with the Lessee of the property

21.3 Final inspections: It is the Lessee's responsibility to make a formal appointment with Status mark, the Lessee will be responsible for the payment of such final inspection, at Status Marks prevailing inspection fee.

21.4 Should the Lessee fail to meet the appointment or fail to cancel it 24 hours prior to the appointment Status mark will be entitled to charge their prevailing inspection fee to the Lessee.

21.5 If the Lessee requests that the inspection be made outside of Status Mark's normal office hours, Status mark will be entitled to charge their prevailing inspection fee to the Lessee.

**22. CONSENT CLAUSE**

The tenant hereby consents that, and authorizes the landlord to, at all times: -

- 22.1 contact, request and obtain information from any credit provider (or potential credit provider) or registered credit bureau relevant to an assessment of the behaviour, profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the tenant;
- 22.2 furnish information concerning the behavior, profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the tenant to any registered credit bureau or to any credit provider (or potential credit provider) seeking a trade reference regarding the tenant's dealings with the landlord.

**23. SPECIAL CONDITIONS**

Deposit:	R				
Rent:	R	Pro-Rata Rent:	R		
Admin fee:	R	Electricity Deposit:	R		
Refuse:	R	Sewerage:	R	Parking:	R
Monthly web access fee	R				
Monthly statement fee	R				
No pets allowed					

**THUS DONE AND SIGNED BY THE PARTIES ON THE DATES AND AT THE PLACES STATED HEREUNDER:**

DATE: \_\_\_\_ / \_\_\_\_ / 20\_\_\_\_ TIME: \_\_\_\_\_ PLACE: \_\_\_\_\_

\_\_\_\_\_  
LESSEE (OR DULY AUTHORISED REPRESENTATIVE) WITNESS

DATE: \_\_\_\_ / \_\_\_\_ / 20\_\_\_\_ TIME: \_\_\_\_\_ PLACE: \_\_\_\_\_

\_\_\_\_\_  
LESSOR (OR DULY AUTHORISED REPRESENTATIVE) WITNESS

I, the spouse of the Lessor, hereby consent to the afore going and confirm all of the terms and conditions herein contained.

DATE: \_\_\_\_ / \_\_\_\_ / 20\_\_\_\_ TIME: \_\_\_\_\_ PLACE: \_\_\_\_\_

\_\_\_\_\_  
LESSOR'S SPOUSE (OR DULY AUTHORISED REPRESENTATIVE) WITNESS

\_\_\_\_\_  
ESTATE AGENT (OR DULY AUTHORISED REPRESENTATIVE) WITNESS

**FAULTS LIST & RULES COMPULSORY**

I, \_\_\_\_\_ hereby acknowledge receipt of the Faults list & Rules & Regulations of the complex known as \_\_\_\_\_ & will abide by them from commencement of this lease \_\_\_\_\_