
LEASE AGREEMENT

Entered into by and between

Identity number _____
(hereinafter referred to as **“the Tenant”**)

and

Identity number _____
(hereinafter referred to as **“the Landlord”**)

1. **DEFINITIONS**

1.1 **“Agreement”** refers to this Lease Agreement entered into between the Landlord and the Tenant;

1.2 **“Business Day”** refers to any day other than Saturday, Sunday or Public Holidays;

1.3 **“Leased Property”** refers to the property situated at _____

1.4 **“Landlord”** refers to the owner of the property or any agent or party authorized by the Landlord to act on its behalf;

1.5 **“Lease amount”** refers to the monthly rental amount payable by the Tenant to the Landlord, on the agreed date;

1.6 **“Party”** refers to either the Landlord or the Tenant and **“Parties”** refers to either one of the Parties;

1.7 **“Tenant”** refers to the Party who is leasing the Property from the Landlord, as fully described in this Agreement;

- 1.8 “**Signature Date**” refers to the date of signature of this Agreement by the last Party signing herein.

2. **COMMENCEMENT AND DURATION**

- 2.1 This lease shall commence on _____ (“the commencement date”) and shall endure until _____ (“the initial period”).
- 2.2 *Notwithstanding 2.1, this lease shall not terminate after the initial period but shall continue to endure thereafter on a month to month basis, subject to the right of either party to terminate the lease on one calendar month’s notice in writing to the other party.

3. **RENT**

- 3.1 The monthly rental payable by the Tenant to the Landlord shall be an amount of R_____ (_____) _____) per month.
- 3.2 The monthly rental referred to in 3.1 is inclusive of Value Added Tax (if applicable).

4. **DEPOSIT**

- 4.1 The Tenant shall, on date of its signature hereof, pay to the Landlord an amount of R_____ (_____) _____) by way of a deposit (if applicable).
- 4.2 The deposit shall be retained by the Landlord in an interest bearing account as security for the due fulfillment of the Tenant’s obligations to the Landlord in terms of this lease.
- 4.3 The **deposit** shall be refunded to the Tenant, less any amount, which shall be deducted by the Landlord in accordance with the provisions of clause 5.3 below, upon the expiry or other termination of this lease, within fourteen (14) days of the Tenant delivering possession of the premises to the Landlord.
- 4.4 In an event whereby the tenant breaches the contract in terms of provision clause 9 below, the Landlord will not refund the deposit back to the Tenant.

5. **TENANT’S OBLIGATIONS**

- 5.1 The Tenant shall utilize the premises only for residential purposes.

- 5.2 The Tenant shall not utilize the premises improperly not in a manner calculated or likely to cause damage to the premises or to constitute a nuisance to, or an interference with, the use and enjoyment of neighboring premises or properties.
- 5.3 The Tenant shall comply strictly with, and shall not permit the contravention of:
- 5.3.1 the provisions of any statute, law, ordinance by-law or regulation;
- 5.3.2 the provisions of any conduct rule, house rule or the constitution of any homeowner's association as may be applicable to the premises, or to the use or occupation thereof.
- 5.4 Should there not be any conduct rule, house rule, constitution or law applicable to the premises that limits the number of persons that may occupy the premises, then it is agreed that the premises may be occupied by no more than _____ person(s).
- 5.5 The Tenant shall be obliged to promptly look after and to maintain both the interior and exterior of the premises in good order and condition and to make good all damage thereto and to return the premises to the Landlord on the expiry or other termination of the lease, in good order and condition, fair wear and tear excepted.
- 5.6 The Tenant shall be obliged to:
- 5.6.1 inspect the premises jointly with the Landlord prior to taking occupation thereof;
- 5.6.2 notify the Landlord of any defects in the premises within fourteen (14) days of the commencement date, failing which the premises shall be deemed to have been in good order and condition as at the commencement date.
- 5.7 The Tenant shall not, without the Landlord's prior written consent, make any alterations, improvements or additions to the premises. Any alterations, improvements or additions made to the premises shall become the property of the Landlord and may not be removed from the premises upon the expiry or termination of the lease or at any other time, unless the Landlord so directs in writing, in which event the Tenant shall attend thereto at its cost. The Landlord shall not be obliged to pay any compensation to the Tenant for any alterations, improvements or additions made by the Tenant to the premises.
- 5.8 The Tenant shall not do or permit to be done, any act or thing which might result in, or constitute a breach of, any insurance policy over the premises, or in the increase of the insurance premiums payable in respect thereof.

- 5.9 The Tenant shall for the duration of this lease, insure the contents of the premises, with a reputable insurer, for their full replacement value.
- 5.10 The Tenant shall not affix, any sign, advertisement or notice to the premises without the Landlord's prior written consent.
- 5.11 The Tenant shall be obliged to inspect the premises jointly with the Landlord within a period of three (3) days prior to the expiry of the lease.

6. **LANDLORD'S RIGHTS**

- 6.1 The Landlord, and/or any person authorized by him to do so, shall be entitled to enter and to inspect the premises at any reasonable time, on reasonable notice to the Tenant.
- 6.2 The Landlord shall be entitled to display a "To Let" sign on the premises from two months before the expiry of the initial period.
- 6.3 The Landlord shall be entitled to display a "For Sale" sign on the premises at any time.
- 6.4 The Landlord shall be entitled to terminate this lease in the event of the premises being sold.

7. **INDEMNITY**

The Landlord shall not be responsible for, and the Tenant indemnifies the Landlord against all claims arising from the following :

- 7.1 Any interruption in any service supplied to the premises;
- 7.2 Any loss or damage to person or property on the premises;
- 7.3 Any unsuitability of the premises for the purposes for which they are let;
- 7.4 Any disrepair of the premises, or a portion thereof, from time to time.

8. **SUBLETTING**

The Tenant shall not cede, nor transfer, nor assign, the lease, nor sublet the premises or any part thereof, nor part with possession of nor permit any other person to occupy the premises, without the Landlord's prior written consent.

9. **BREACH**

- 9.1 The Landlord shall be entitled, without prejudice to its other or accrued rights, to cancel this lease forthwith in the event that:
- 9.1.1 The Tenant fails to pay the rental or any other amount due in terms of this lease on due date;
 - 9.1.2 The Tenant breaches any of the other terms or conditions hereof, all of which are material, and fails to remedy same within seven (7) days from date of receipt of written notice calling upon it to rectify such breach;
 - 9.1.3 The Tenant commits an act of insolvency.
 - 9.1.4 There is a transfer of the shareholding or members' interest in the Tenant (if applicable) without the Landlord's prior written consent thereto.
 - 9.1.5 The Tenant, being an individual, dies.
 - 9.1.6 The Tenant, being a partnership, dissolves.
- 9.2 In the event of this lease expiring or otherwise terminating and in the event of the Tenant failing to vacate the premises and to redeliver possession thereof to the Landlord thereupon, the Tenant shall be obliged, for so long as it remains in occupation, to continue to pay to the Landlord an amount equivalent to the rentals and other charges as would have been payable by the Tenant to the Landlord had the lease remained in existence, which amount shall be regarded as damages for holding over.
- 9.3 Should the Tenant fail to make payment of any rental or other amount payable to the Landlord in terms of this lease on due date, the Landlord shall be entitled, without prejudice to its rights, to charge interest on such amounts at a rate of 2% above the prime lending rate.
10. **DOMICILIUM**
- 10.1 The Parties choose the following addresses as their *domicilium et executandi* wherein all notices pertaining to this Agreement shall be served.
- 10.2 The Parties agree that any notice shall be acceptable as service through hand delivery, e-mail or postal service.
- 10.3 In the event that either one of the Parties chooses to change any of its domicilium, same shall be done by notifying the other Party and the new address shall not be a post box address.

LANDLORDPhysical address: _____

E-mail address: _____

TENANTPhysical address: _____

E-mail address: _____

11. GENERAL

- 11.1 This Agreement constitutes the entire agreement between the parties and no variation, amendment or cancellation hereof shall be of any force or effect unless reduced to writing and signed by all parties.
- 11.2 Any latitude, relaxation, indulgence or extension of time which may be allowed by the Landlord in respect of any matter or thing that the Tenant is bound to perform or observe in terms of this lease, shall not under any circumstances be deemed to be a waiver of the Landlord's rights at any time. The Landlord is entitled, without notice, to require strict and punctual compliance with each and every provision or term herein.
- 11.3 In this Agreement, words importing the singular shall include the plural and vice versa, words importing the masculine gender shall include the feminine gender and words importing business shall include corporate bodies.
- 11.4 The Tenant acknowledges that this Agreement and its consequences have been explained and that it is fully aware of all of the implications hereof.
- 11.5 The Landlord gives no warranty and makes no representations in regard to the premises nor does the Landlord warrant that the premises will be fit for any purpose and the Tenant acknowledges having inspected the premises prior to taking occupation thereof.
- 11.6 In the event that the Landlord takes legal action against the Tenant because of a breach by the Tenant of its obligations in terms of this lease, the Tenant shall be liable for all legal costs incurred by the Landlord on the scale as between attorney and client including, without limitation, collection fees, tracing fees and fees of counsel as on brief.

11.7 The Landlord shall, at its election, be entitled to institute action out of any Magistrates' Court exercising jurisdiction over the Tenant's person, notwithstanding that the amount of its claim would otherwise have exceeded the jurisdiction of the court.

12. **SPECIAL CONDITIONS**

THUS DONE AND SIGNED AT _____ ON _____ DAY OF _____ 20____.

AS WITNESSES:

1. _____ TENANT
2. _____
_____ FULL NAMES AND SURNAME

THUS DONE AND SIGNED AT _____ ON _____ DAY OF _____ 20_____

AS WITNESSES:

1. _____ FOR AND ON BEHALF OF LANDLORD
2. _____
_____ FULL NAMES AND SURNAME