

LEASE AGREEMENT

Page No: 1 of 3. (FOR THE RENTAL OF RESIDENTIAL ACCOMMODATION)

THIS CONTRACT is made and entered into by and between the **LESSOR** whose details as follows: (state full names and surname or if a juristic person the name of the person and the registration number thereof)

Identity No: _____

Address of the LESSOR: (state physical address)

Telephone No: _____

AND

The **LESSEE** whose details are as follows: (state full names and surname or if a juristic person the name of the person and the registration number thereof)

Identity No: _____

Address of the LESSEE: (state physical address)

Telephone No: _____

1. The LESSOR lets to the LESSEE who hires the following property (hereafter referred to as "the property") (state the physical address of the property)

2. The lease is for a fixed period of _____ starting on _____ and shall continue thereafter and be terminable by either party giving to the other one calendar months' written notice of intention to terminate this lease, provided, however, that no such notice may be given prior to the end of the lease.

3. The rent for the fixed period is R _____ per month payable monthly in advance on the first day of each month , without any deduction whatsoever, to be paid to the LESSOR at: (state physical address where payment will be accepted or bank details for money transfer or direct deposit)

4. A deposit of an amount of R _____ is payable by the LESSEE to the LESSOR at the commencement of this agreement. (Which deposit will not exceed an amount equal to one month's rental)

5. THE LESSEE SHALL:

- a) Pay all charges for electricity and water supplied to the property.
- b) Not cede or assign the lease.
- c) Not sub-let the whole or any part of the property to anyone. The property shall not be occupied by anyone other than the LESSEE and his immediate family without the written consent of the LESSOR.

The number of persons residing at the property shall not exceed _____.
- d) Use the leased property for residential purposes only unless the LESSORS written consent to use the property for other purposes is obtained.
- e) Keep the property clean, tidy and habitable and care for and maintain the garden and swimming pool.
- f) Not make any structural, electrical or any other alterations, additions or improvements to the property without the written consent of the LESSOR or leave any boxes, parcels or rubbish around the building site.
- g) Permit the LESSOR or his duly authorized Agent to inspect the property at all reasonable times.
- h) Not do or allow to be done either by commission or omission anything which would increase the premiums of or vitiate the Policies of Insurance on the property.
- i) Undertake to care for and maintain the whole of the premises and at the termination of this lease return the premises to the LESSOR in like good order and condition, and to make good any damage or breakages as caused by themselves, their family members, their pets, their visitors, anyone working for them or associated to them.
- j) Not cause any noise or nuisance which would in any way disturb the quiet and peaceful occupation of his neighbours. This lease is granted subject to the terms, conditions and restrictions of the Title Deeds, as it effects the LESSOR and the premises, and the limitations of the township in which the premises are situated.
- k) Not keep pets on the premises without the prior written consent of the LESSOR, which consent may be withdrawn at any time at the LESSOR'S sole and unfettered discretion.
- l) Under no circumstances make use of the deposit as the last months rental.
- m) Withhold, set off or delay payment of any monies owing to the LESSOR in terms of this lease for any reason whatsoever.

6. THE LESSOR SHALL:

- a) Be responsible for the maintenance and upkeep of the exterior of the property including the roof.
 - b) Not be responsible for any injury, loss or damage of any description which the LESSEE, their family members, their pets, their visitors, anyone working for them or associated to them may sustain, physically or to their property, directly or indirectly in or about the leased premises for any reason whatsoever.
 - c) Be responsible for payment of Rates and/or Taxes and/or service charges presently assessed on the property, as at the date of signature hereof.
 - d) Be entitled at any time during the currency of the lease to require the LESSEE to restore the property at the LESSEE'S expense to the same condition as it was at the date hereof.
 - e) Forthwith repair any structural defects which appear in the property.
7. If the rent of the leased premises or any other payments which have to be made by the LESSEE in terms of this lease are not paid on due dates, or should the LESSEE contravene, permit the contravention or fail in the observance of any one or more of the terms of this agreement, then the LESSOR shall have the right to cancel this agreement forthwith and to immediately re-enter and to re-take possession of the leased premises. The LESSEE shall nevertheless be liable for the payment of any rent and other monies that may be owing under this agreement up to the date upon which the LESSOR may regain possession and delivery of the said lease to the premises without prejudice to the LESSOR'S right to recover such further damages from the LESSEE as the LESSOR may sustain by the LESSEES breach of contract. Any relaxation or indulgence which may be granted by the LESSOR of any breach of any of the terms of this lease by the LESSEE shall not be taken to prejudice the LESSOR in respect of any prior or subsequent breach of the terms hereof by the LESSEE.
8. The parties choose domicilium citandi et executandi for all purposes hereunder at their addresses stipulated under their respective names, in the preamble to this agreement. All notices required to be given by one party to the other shall be in writing and shall be deemed to be received at the addresses on the fifth day following the posting thereof by prepaid registered post or on the date of delivery thereof if delivered by hand.
9. This lease constitutes the entire contract between the parties and no variation of the terms of this lease shall be of any effect unless reduced to writing and endorsed by the LESSEE and the LESSOR or their duly appointed Agent or Agents.
10. The signatures on behalf of the parties warrant their authority to sign

11. SPECIAL CONDITIONS:

SIGNED by the LESSEE at _____ ON THIS _____ DAY OF _____ 20 _____

1. AS WITNESS _____

LESSEE _____

2. AS WITNESS _____

SIGNED by the LESSOR at _____ ON THIS _____ DAY OF _____ 20 _____

1. AS WITNESS _____

LESSOR _____

2. AS WITNESS _____