

# **LEASE AGREEMENT**

Between

SUMMERSUN TRADING 4 (PTY) LTD

hereinafter referred to as the LESSOR

and

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(first name/s and surname)  
hereinafter referred to as the LESSEE

1. **SCHEDULE**

ITEM NO.	SCHEDULE OF LEASE AGREEMENT
1.1	Student Name:
1.2	Student Number: Student ID: <span style="float: right;">Student's age at date of signing:</span> Study Institution : Course : <span style="float: right;">Year :</span>
1.3	Student Contact Number <span style="float: right;">e-mail address:</span>
1.4	The Leased Premises are: Room number ..... (or such other room as may be allocated)
1.5	The Period: .....Months
1.6	Commencement Date: .....
1.7	Date of Termination: .....
1.8	Monthly Rental and other amounts payable (including VAT): Monthly Rental: R..... for Lease Period Rate for December and January (at 50% of your current monthly rental- optional): R.....

1.9	Upfront deposit = R _____ date paid: _____ Registration fee = R _____ date paid: _____
1.10	The premises are not air-conditioned by the Lessor
1.11	The basic cost of water included is R 100.00 per month
1.12	The basic cost of electricity included is R 200.00 per month
1.13	LESSEE's domicilium details: 152 Louis Botha Ave, Houghton Estate, Johannesburg/ 6 St. Johns Lane Houghton estate
1.14	Use of Premises : Student accommodation
1.15	Suretyship by (Name): ID Number: _____ Address: _____ Contact Tel. No.: (X2) _____
1.16	<b>Students under age:</b> This lease must be co-signed by a parent/guardian, within 14 days of occupation, failing which this lease will become void
1.17	<b>TO BE COMPLETED BY NON BURSARY STUDENTS:</b> <b>Student financial commitment:</b> I (name) ..... confirm that financially my parents/guardian/self can afford to make payment on the rental amount as reflected in this agreement, and that they approve of the fact that I reside within The Courtleigh Accommodation
1.18	Payment to be made by : (mark with X) Self                      Parent / Family                      Bursar                      Other If by person other than self, please give the following information Name : _____ Contact number : (X2) _____
1.19	Furniture Supplied: Bed, with mattress, desk and chair, cupboard

1.20

**PAYMENT AT**  Summersun Trading 4 (PTY) LTD / ABSA Melville/ Account No. 4059523699/ Code 634-005  
**PAYMENT REF:-** your name and cell number

**SIGNED BY THE PARTIES AS FOLLOWS:**

\_\_\_\_\_  
LESSOR's signature ..... Place: Johannesburg  
(Who, if signing in a representative capacity,  
warrants that he is duly authorised thereto)

Date .....

LESSEE's signature ..... Place:.....(signature confirms that content has been  
read and is understood)

Date: .....

\_\_\_\_\_  
Guardian (if lessee is a minor)

1. **THE PREMISES, PERIOD AND RIGHT TO LEASE**

The Lessor hereby lets to the Lessee who hereby hires from the Lessor the Premises. The lease shall commence on the Commencement Date and terminate on Termination Date.

2. **RENTAL**

The rental shall be payable monthly in advance, without deduction, on the first day of each and every month of this lease and any extension thereof, and shall be the amount payable as stated in 1.8 of the Schedule for the period of the lease. The rental is payable to the Lessor at the place referred to in 1.13 of the Schedule or such other place as the Lessor may from time to time direct. Failure to make timeous payments by the lessee, shall be breach of contract, and paragraph 20 shall apply.

3. **UPFRONT DEPOSIT AND REGISTRATION FEE**

The Lessee shall on signature of this agreement pay an upfront registration fee to the Lessor of a sum equal to the amount recorded in 1.9 of the Schedule. On signature hereof the Lessee shall pay the deposit to the Lessor, which will be refunded within 7 days after termination of the agreement after deducting any damages to the premises, if applicable, subject to paragraph 20

4. **USE OF PREMISES**

The Premises shall be used for residential purposes only and for no other purpose whatsoever and the Lessee shall not cause or permit any disorderly conduct of whatsoever nature upon the Premises, nor do or permit to be done any act, matter or thing about the Premises which shall constitute a nuisance or any inconvenience to the

neighbours or any other person or persons.

5. **CESSION AND ASSIGNMENT**

The Lessee shall not cede or assign this lease, either in whole or in part, nor sublet the Premises or any portion thereof, nor permit or allow any other person or persons to occupy the Premises or to reside thereon or to obtain possession thereof, with or without remuneration.

6. **ELECTRICITY AND WATER**

Included in the rental is the charge for the use and consumption by the Lessee of all electric current and water consumed upon the Premises

7. **INSURANCE PREMIUMS**

The Lessee shall not bring, nor permit to be brought, upon the Premises any goods, furniture or effects which may by their nature increase the rate of insurance premiums payable by the Lessor or vitiate the fire insurance policy held by the Lessor or which may

be impregnated by any wood borer, termite, or any other wood destroying insect of any kind.

8. **BYE-LAWS**

The Lessee shall strictly observe all Government, Provincial and Municipal Laws, Bye-Laws and Regulations applicable to the Premises and the conditions of title of the Property.

9. **RULES**

9.1 The Lessor has imposed rules relating to the occupants of the Building, which are aimed at protecting the safe and equal enjoyment of the use of the Building and the Premises for all the occupants of the Building.

9.2 The Lessee by his signature hereto hereby agrees to be bound by the rules relating to the Building and ensure that the Lessee, his guests or invitees at all times obey the rules.

9.3 Failure to comply with the rules will constitute a breach of this lease, and any breach, will be dealt

with in accordance to paragraph 20.

**10. SECURITY**

The Lessor shall be entitled to install such access security measures to the Building as it, in its sole discretion may decide and the Lessee shall be obliged to comply with any procedures or rules relating to that security.

**11. Lessor's Maintenance**

The Lessor shall be responsible for maintaining the main walls, roof and other structural parts of the Building in good order and repair. The Lessor shall not be responsible for any loss or damage which the Lessee may sustain as a result of the main walls, roof or other structural parts of the Premises being or becoming in a defective condition nor as a result of any act or omission on the part of the Lessor or his servants.

**12. Lessee's Maintenance**

12.1 The Lessee acknowledges that at the Commencement Date the Premises and the

furniture in the Premises referred to in 1.19 of the Schedule is in good order and condition and that all keys, locks, glass windows, electrical installations and other appurtenances are likewise in good order and condition. The Lessee hereby agrees and undertakes to keep and maintain the Premises and the furniture situate therein in good order and condition and in a clean, sanitary and tenable condition during the currency of this lease and any renewal thereof and undertakes that at the termination of this lease it will return and redeliver the Premises and the furniture to the Lessor in like good order, condition, fair wear and tear only excepted. The keeping and maintenance of the Premises and furniture in good order and condition shall be deemed to include, inter alia, maintenance and repairs where necessary to all furniture, doors,

windows, electric bulbs and connections, taps, drains, sewerage and the keeping of all sewerage free from blockage.

12.2 Should it be found by the Lessee after taking occupation of the Premises that there are items of the Premises or of the furniture that are not in good order and condition, then the Lessee shall notify the Lessor of such other items within 7 (seven) days of the commencement of this lease failing which such items shall be deemed to have been handed over in complete good order and condition.

12.3 Should the Lessee fail to comply with the foregoing conditions, the Lessor may on behalf of the Lessee expend any sum necessary for the maintenance etc. as referred to in this paragraph, and any amounts so spent shall be payable by the Lessee to the Lessor on demand.

**13. Electrical Installations**

The Lessee hereby undertakes in no manner whatsoever to interfere with the present electrical installations on the Premises without the consent of the Lessor first had and obtained and shall affix or connect no electric lamps, motor or heaters other than those designed for use for the electric current supplied to the Premises. The Lessee shall be liable for all damages done to such electrical installations by "short circuits" and related damages.

**14. Damage To The Premises**

14.1. The Lessee shall not drive nor permit to be driven any nails or screws into the walls or ceilings of the Premises or any portion of the Premises.

14.2. The Lessee shall not make or permit any alterations, additions or improvements to the Premises without obtaining the prior approval of the Lessor, in writing.

**15. INSURANCE**

15.1. The Lessor shall insure and keep insured to the full value thereof the Building against risk of damage by fire and other risks as the Lessor may require.

15.2. The Lessee shall be responsible, if he so desires, for effecting in his own name a policy or policies to cover his possessions and the other effects upon the Premises and shall pay the premiums in respect thereof.

15.3. The Lessor shall not be responsible for any loss or damage or any personal injury suffered by the Lessee or his visitors or invitees, in the Building, irrespective of whether such loss or injury is caused by fire, storm, riot, civil commotion, theft, robbery, accident or other cause whatsoever.

**16. Lessor's Access**

The Lessor or his agent shall be entitled at all reasonable times to enter the Premises to inspect the condition thereof and with its workmen, agents or others, to execute such repairs to the Premises, both external and internal, as shall be compatible with the proper repair and upkeep of the Premises and the Building.

**17. KEYS**

The Lessee shall be handed prior to commencement of this lease, the keys to the Premises being a full set in number and undertakes that upon termination of this lease he shall return to the Lessor not less than the aforesaid number of keys. In the event of the Lessee misplacing the Keys, new keys will be provided by the Lessor, at the Lessee's expense.

**18. Damage To The Premises**

The Lessee shall be liable for any damages done to the Premises or the Building or any part thereof by reason of moving any furniture or other things to or from the Premises.

**19. Destruction Of Premises**

Should the Building in which the Premises is situate be destroyed by fire or through any other cause during the period of this lease in such manner to render the Premises untreatable, then this lease shall in consequence be terminated. Should the Building be only damaged or partially destroyed by fire or through any other cause, but the Premises remains tenatable then this lease shall not be terminated and the Lessee shall continue to pay the rent payable.

**20. BREACH**

In the event of any breach or if the Lessee failing to pay the rental within the specified time period as set out in clause 3 and fails to make payment within SEVEN (7) DAYS (or such longer reasonable period to which the Lessor consents) then and in either event it shall be lawful for the Lessor but it shall not be obliged to:

20.1cancel the lease and to enter into and take possession of the leased premises, without prejudice,

however, to any right of action which shall have accrued or shall accrue to the Lessor against the Lessee in respect of arrear rental or damages which right of action shall remain of the same force and effect as if the Lease had never been cancelled or;

20.2 vary the terms of the Lease by making it thereafter terminable on ONE (1) month's notice given by the Lessor.

20.3 Should the lease agreement be terminated early for any reason, the lessor may withhold the refunding of the deposit to cover costs, including the loss of rental for the period of lease not fulfilled.

20.4 Should this agreement be cancelled as a result of a breach committed by the lessee, then the lessee shall be duty bound to pay a penalty to the lessor in an amount equal to 2 months rental and in addition the lessor shall be entitle to retain the deposit referred in 21 (iii) above. The

retention of which together with such penalty shall be regarded as "Rouwkoop" and or pre-estimated damages

**21. Contravention**

Notwithstanding anything elsewhere herein contained, should the rental payable or any sum or sums payable by the Lessee hereunder not be paid on due date, or should the Lessee in any other respect contravene any one or more of the provisions of this lease or the rules of the Building, or fail in the observance of any one or more of the provisions of this lease or the rules of the Building, the Lessor shall, notwithstanding any prior waiver on his part of any of his rights hereunder and without prejudice to any other rights which he may have according to law, immediately and without prior notice, be entitled to cancel this lease and to obtain repossession of the Premises and for that purpose to take whatever action may be necessary for the ejection of the Lessee and/or any other occupant thereof. The Lessor's rights in terms of this clause

shall be without prejudice to any claim he may have for rental already due and for such further damages as the Lessor may sustain by reason of the Lessee's breach of this lease.

**22. DOMICILE**

Any notice required to be given under this lease shall be sent in writing to the Lessor at 152 Louis Botha Ave, Houghton Estate, Johannesburg or such other address as the Lessor may stipulate in writing from time to time, and to the Lessee at the domicile referred to in the Schedule or such other address as the Lessee may stipulate in writing from time to time, at which addresses they respectively choose as their "domicilium citandi et executandi".

23. Any notice to be given by either party to the other shall be of no force or effect unless sent by prepaid registered post, or if hand delivered in person.

**24. COSTS**

The administration charge referred to in the Schedule being the costs of and incidental to the preparation of

this lease and stamp duty payable on this lease as reflected in the Schedule shall be borne and paid by the Lessor.

**25. EXTENSION**

Any agreement for the extension of this Lease Agreement shall be by mutual agreement between the Lessor and Lessee and reduced to writing.

**26. ENTIRE AGREEMENT**

It is hereby further specifically agreed that this agreement contains all the terms and conditions of the contract of lease entered into by the Lessee and the Lessor and the Lessee acknowledges and agrees that any representations, which may have been made by any other person that the Lessor shall not be binding or enforceable against the Lessor.

**27. INVALID CLAUSE**

In the event that of any clause in Lease being held to be invalid, void or unenforceable for any reason, it is agreed between the parties that such clause shall be severed from the remaining clauses of the

Lease, which Lease shall be deemed to be valid and enforceable.

**28. INDEMNITY**

Neither the Lessor, its agent or employees, shall be liable for any damages, weather direct or indirect damages, injury or loss of life caused to the Lessee, its dependants, the Lessee's property or the Lessee's invitees, for any reason whatsoever.

**29. SUCCESSORS IN TITLE**

The Lease is entered into by the Lessor for itself and Successors in Title and assigns. The Lessee agrees that the Lessor shall be entitled to dispose of the property during the term of the Lease. The sale of the property by the Lessor during the period of this Lease shall not affect the terms of the Lease in any way whatsoever nor entitle the Lessee to resign from the Lease or to claim damages as a result thereof.