

DEED OF LEASE – FOR SECURED STORAGE

**UNIT
TAG**

Entered into between

DREAMTEAM TRADING 773 CC trading as SECURED STORAGE
(herein after referred to as the “LESSOR”)

CONTRACT

And

1. Full Names: _____

I.D. Number: _____

Physical Address: _____

Postal Address: _____

Code _____

Telephone No's: (w) _____ (h) _____ (f) _____

(cell) _____

E-Mail _____

2. In the case of a Business:

Company _____

Close Corporation _____

Partnership _____

Sole Owner _____

Trading Name: _____ Registration Number: _____

Physical Address: _____

Postal Address: _____ Code: _____

Directors / Members / Partners:

Vat Number: _____

Name: _____

Physical Address: _____

I.D. Number: _____

3. Banking Details: Bank: _____ Branch Name: _____ Branch Code _____

Account No: _____ Name in which the account is held _____

(herein after referred to as the Lessee)

1 .LEASE:

The Lessor lets to the Lessee, who hires the following storage space;

3 x 2 metre _____ 3x3 metre _____ 3 x 6 metre _____ Carport _____ Open _____

(Herein referred to as “leased premises”) on the terms and conditions set out on the lease

2 .PERIOD OF LEASE

- This lease shall commence on _____ (the “commencement date”) notwithstanding the date of signature thereof, and shall continue for a period of _____ months or month to month giving a months notice where possible.

3. RENTAL:

- The rental for the storage space shall be R_____ per month, per unit, inclusive of vat at the prescribed rate.
- 3.1 The rental shall be payable monthly in advance on the **1st day of each month**, commencing on the _____ free of exchange and without deduction or set-off to **THE LESSOR** or to any other person or instance or at any other address with the Lessor may notify the Lessee from time to time in writing.
- **3.1.1 One month’s deposit is required in advance**, thereafter all payments to be made monthly in advance.
- 3.2 In the event of the municipal assessment rates and taxes being increased during the subsistence of this agreement, the Lessor shall, despite anything to the contrary hereinbefore contained, be entitled to give the Lessee one month’s prior written notice to this effect, to increase, even with retrospective effect, the aforesaid amount of monthly rental payable in terms hereof (VAT Incl.) proportionately with the amount whereby such assessment rates have been increased.

3.3 Forms of Payment: Cash _____ Credit Card _____ Chq _____

Internet _____ Debit Card _____

- 3.4 No credit facilities will be provided under any circumstances.
- 3.5 No flammable or toxic substances that could prove dangerous may be stored in containers within the premises.
- 3.6 Hours of business are strictly from 08h00 – 16h00 , Monday to Friday.
- 3.7 Clients are to provide their own lock and key. (New locks are available for purchases at the offices, costing R80 each if so required).

- 3.8 Controlled access to the facility will be by electronic access card, which will be provided on registration at a refundable cost of R 60. On return of the undamaged card, provided payments are up to date, and will be valid for the period of rental or any extension thereof.

4 General Rights and Obligations of the Lessee

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

- 4.1.1 use the leased premises for any other purpose than as STORAGE SPACE and for such other purposes as are directly related thereto.
- 4.1.2 Cede or assign or in any way alienate or encumber any of the Lessee's right or obligations in terms thereof.
- 4.1.3 Permit anyone else to occupy the leased premises or any part thereof, nor to sublet the leased premises or any position thereof.

5 The Lessee shall not contravene or permit a contravention of:

- 5.1 Any of the conditions of title under which the Lessor owns the leased premises; or
- 5.2 Any measure having the force of law with which the Lessor must comply as owner of the leased premises

6 The Lessee,

- 6.1 Shall not keep or do anything on the leased premises which may not, in terms of a fire, storm, flood, earthquake and other insurance policy held from time to time by the Lessor in respect of the leased premises be done or kept, and if any premium payable in terms of that policy is increased as a result of anything that may be done or kept on the leased premises (whether with the consent of the Lessor or not), then the Lessee shall refund to the Lessor that additional premium without prejudice to any rights which the Lessor may have a result thereof.
- 6.2 Shall not have any claim of any nature whatever for any loss or damage which the Lessee may suffer arising out of –
 - 6.2.1 * any defect in; or
 - 6.2.2 * the state of disrepair of, or
 - 6.2.3 * any particular repair not being effected by the Lessor to the leased premises or any part thereof;
 - 6.2.4* vis major; or
 - 6.2. * causes fortuitous; or
 - 6.2.6 * any other cause wholly or partially outside the Lessor's control; or
 - 6.2.7* the negligence of the Lessor's employees or agents;
- 6.3 Shall not be entitled to withhold or delay payment of any amount due to the Lessor in terms of this lease because of any defect in or failure by the Lessor to repair the leased premises or any part thereof.
- 7 The Lessee takes the leased premises in their present condition and shall have no right of cancellation or otherwise whatever against the Lessor as a result of the present condition of the leased premises. On taking occupation of the leased premises the Lessee shall acknowledge that the leased premises and all keys, locks, windows, electrical and other installations and fittings therein and thereof are in a good state of repair and condition. Should the Lessee fail to make the required acknowledgement within one (1) week from the date of occupation, he shall be deemed to have acknowledged that the leased premises are in good state of repair and condition.
- 8. The Lessee-
- 8.1 Indemnifies the Lessor against any claims made against the Lessor by anyone for any loss or damage suffered in or on the leased premises or in consequence of any act by any officer, employee, agent, invitee or licensee of the Lessee
- 8.2 Shall not cause any nuisance or disturbance to any of the occupiers of the neighbouring premises
- 8.3 Shall not overload the floors of the leased premises or install any equipment which could harm the structure of the building
- 8.4 Shall not alter, interfere with or overload the electrical system on the premises

9. General Rights and Obligations of the Lessor

9.1 The Lessor, at any time may –

- 9.1.1 Carry out any of the Lessee's obligations in terms of the lease which the Lessee has failed to carry out within a reasonable time after being required by the Lessor to do so, and the Lessor may in his sole discretion, exercise such right in addition to or instead of (but without prejudice) any other right which he may have in terms hereof and the Lessee shall pay to the Lessor on demand all costs and expenses incurred by the Lessor in carrying out the Lessee's neglected obligations
- 9.1.2 Inspect the leased premises
- 9.1.3 Repair, alter, add or improve (whether structurally or otherwise) any buildings or erection on the leased premises when required to do so by any lawful authority.

10 The Lessor may display a

- 10.1 "TO LET" notice during the 3 (three) months immediately preceding the expiration of lease
- 10.2 The Lessor may display a "FOR SALE" notice at any time during the period of this lease, on the leased premises

11 The Lessor or his authorized representative may show any prospective tenants or buyers the leased premises during the reasonable hours on any day

12 The Lessor does not warrant or represent that the leased premises are fit for any purpose whatever

- 12.1 The Lessor does not warrant or represent that any permit or license in respect of the leased premises for the conduct of the Lessee's business there on will be granted or renewed
- 12.2 The Lessor shall not in any way be responsible for any loss, theft, or damage of any kind, to any of the Lessee's property and effects whilst contained in the leased premises

13 The Lessor and his agents shall not be liable to the Lessee for any injury, loss or damage of any description which the Lessee, members of his staff or any member of his family, or any employee, servant, relative, friend, acquaintance, visitor, invitee, customer or guest may sustain directly or indirectly and whether to person or property in or about the leased premises, or in or about any part of the building in with the leased premises are situated even if sustained by reason of any defect in the leased premises or in the building of which such form a part, or any act done or any neglect, or omission on the part of the Lessor, his employees, servants or agents and the Lessee hereby indemnifies the Lessor and his employees, servants and agents against any claim by and on behalf of and against any liability for any injury, loss or damage to any such person or person's property. All goods stored on the premises are stored at the total risk of the Lessee.

14 The Lessor is under no obligation whatsoever to do any repairs, maintenance or alterations of any kind to the leased premises to fulfill any requirements of any licensing authority, health department, factory inspector or any official of any authority.

15 Damages to or Destruction of Premises

Should the leased premises be destroyed or damaged to an extent which prevents the Lessee from having beneficial occupation of the whole of the leased premises then:-

- 15.1 The Lessee shall have no claim of any nature whatsoever against the Lessor as a result thereof
- 15.2 The Lessor and/or the Lessee will be entitled to determine one (1) month after such destruction or damage whether or not to terminate this lease from the date of the destruction or damage and shall notify the other of that decision
- 15.3 Should the Lessor fail to notify the Lessee of his decision, then the Lessor shall be deemed to have elected so to terminate this lease with effect from date of that destruction or damage
- 15.4 Should the Lessor or Lessee elect (or the Lessor be deemed to have elected) to terminate his lease, then neither party shall have any claim whatsoever against the other as a result thereof
- 15.5 Should the lease not be terminated then –

15.5.1 * The Lessor shall reinstate at the Lessor's cost the leased premises as quickly as possible in the circumstances.

15.5.2 * The Lessee shall not be liable for any rental for as long as the Lessee is deprived of beneficial occupation of the whole of the leased premises.

15.5.3* Should the Lessee be given beneficial occupation from time to time of any part of the leased premises, then the Lessee shall pay rental thereto on a pro rata basis.

16 Should the leased premises be damaged or destroyed to an extent which does not deprive the Lessee of the beneficial occupation of the whole of the leased premises, then –

16.1 * This lease shall not terminate

16.2 * The rental payable by the Lessee shall be reduced to the extent to which the Lessee is deprived of beneficial occupation of part of the leased premises.

16.3 * The Lessee shall have no claim of any nature whatsoever against the Lessor as a result of the said destruction or damage from whatever cause it arises.

17 Breach

Should the Lessee –

- 17.1 Fail to pay any rental owing by the Lessee in terms of this lease on due date thereof, the Lessor shall be entitled to cancel this lease without any further notice
- 17.2 Commit any other breach of any term of the lease and fail to remedy that breach within in a 7 (seven) day after receipt of written notice from the Lessor calling on him to do so (provided that should that breach be one which cannot reasonably be remedied within 7 (seven) days, then the Lessee shall be allowed such additional time as is reasonable required thereto, or
- 17.3 each or attempt to reach a general compromise with the Lessee's creditors, or
- 17.4 Be provisionally or finally sequestrated, or
- 17.5 permit any of his goods to be attached pursuant to a final court judgment, then and in any of such events, the Lessor shall be entitled to cancel this lease without prejudice to any other claim of any nature whatever which the Lessor may have against this Lessee as a result thereof.

18 Holding Over

Should

18.1 the Lessor cancel this lease, and

18.2 The Lessee disputes the Lessor's right to do so and continue to occupy the leased premises pending the determination of that dispute, then –

18.2.1 * The Lessee shall continue to pay all amounts which would be due by the Lessee in terms of this lease on due date.

18.2.2 * The Lessor shall be entitled to recover and accept those payments.

18.2.3 * The recovery or acceptance by the Lessor of those payments shall not prejudice and shall not in any manner whatever affect the Lessor's claim to cancellation of lease

19 Entire Agreement

This lease contains all the terms and conditions of the agreement between the Lessor and Lessee concerning the letting of the leased premises and no terms, conditions warranties or representatives whatever apart from those contained in this lease have been made or agreed to by the Lessor.

20 Non-Variation

No variation of this lease or any part thereof shall be of any force or effect unless in writing and signed by or on behalf of the Lessor and the Lessee.

21 Indulgence by the Lessor

No relaxation or indulgence which the Lessor may grant to the Lessee in regard to any of the Lessee's obligations in terms hereof shall –

- 21.1 * Constitute a waiver of
- 21.2 * Prejudice, any of the Lessor's rights in terms hereof

22 Notices

- All notices given by either party to the other in terms of this lease shall be given in writing by pre-paid registered post or delivered by and to:

22.1 * The Lessor at: P.O. Box 4556
White River
1240

Or such other address as the Lessor may notify the Lessee in writing.

22.2 The Lessee at: THE LEASED PREMISES

22.3 And if sent by registered post shall be presumed to have been received within three (3) days after posting.

23 Domicilium

The parties choose domicilium citandi et executandi for all purposes under the lease at the addresses referred to on the first page.

24 Jurisdiction

The Lessee consents to the jurisdiction of the Magistrate's Court, in regard to any claim arising out of this lease, notwithstanding that the amount in question may exceed the jurisdiction of the said Court.

25 Costs

The Lessee shall pay on an attorney and client scale –

- 25.1 The cost of drawing, amending and executing this lease, and the stamp duty payable thereon
- 25.2 All costs and expenses which the Lessor incurs as a result of any breach of the Lessee, including all collection charges at the then ruling rate, together with interest on any amount outstanding in terms thereof at bank prime rate, calculated from the due date thereof.

26 Insurance

The Lessee shall at his cost take out such insurance as he may deem necessary to cover all items in the leased premises belonging to himself.

27 Interpretation

In this lease –

- 27.1 Clause headings are for convenience and shall not be used in it's interpretation
- 27.2 Words importing the singular shall include the plural and visa versa, word importing masculine gender shall include the feminine gender and word importing persons shall include bodies corporate and trusts.

Signed: _____ Lessee

**ADDENDUM TO DEED OF LEASE
IN RE:
DREAMTEAM TRADING 773CC t/a SECURED STORAGE**

BREACH OF LEASE

In the event of the Lessee failing to comply with the terms and conditions of the Deed of Lease, with specific reference to non and / or late payment of rentals, the Lessor shall be entitled to open and to vacate the particular premises after the expiration of a period of 30 (thirty) days following written notification, delivered to the Lessee at his chosen domicilium, of his intention to do so and shall, in his sole discretion, be permitted to arrange for the contents thereof to be sold in order to recover his losses.

INDEMNIFICATION

The Lessee indemnifies the Lessor for any damages suffered by the Lessee as a result of the Lessor having exercised his rights in terms of this Addendum and waives any claim of whatsoever nature which may arise against the Lessor as a result of the aforesaid.

APPROPRIATION OF SURPLUS FUNDS

In the event of the proceeds of the Sale exceeding the amount of the Lessee's total indebtedness (which shall include all legal costs and any interest accrued) towards the Lessor, the Lessor shall deposit on request any such surplus funds into the bank account of the Lessee, provided such information being known to the Lessor.

RELEASE OF SURPLUS FUNDS

In the event of the Lessee's banking details not being known to the Lessor, the Lessor shall credit the Lessee's account with the amount of any surplus funds due to the Lessee, which amount shall be payable to the Lessee within 7(seven) days following his request for payment.

INCORPORATION AND PREFERENCE

This Addendum is concluded and should be interpreted as if specifically incorporated into the main Agreement (Deed of Lease). In the event of any conflict arising between this Addendum and the main Agreement, the main Agreement shall enjoy preference. This Addendum shall not be rendered void by reason of any part thereof being in conflict with the main Agreement.

ENTIRE AGREEMENT

This Addendum, read together with the main Agreement, constitutes the entire agreement between the parties and no other terms and conditions shall be of any force or effect unless reduced to writing and signed by all parties concerned.

SIGNED at ROCKY DRIFT on the _____ day of _____ 2011

As Witness:

1. _____
LESSEE

SIGNED at ROCKY DRIFT on the _____ day of _____ 2011

As Witness:

1. _____
LESSOR

LESSEE'S REFERENCES: (People we can contact)

- | | |
|--------------------|--------------------|
| 1. Name: _____ | 2. Name: _____ |
| Identity no: _____ | Identity no: _____ |
| Email add: _____ | Email add: _____ |
| Contact No: _____ | Contact No: _____ |