

# LEASE OF IMMOVABLE PROPERTY

## MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is made and entered into by and between the LESSEE whose details are as follows:

**NAME** : [REDACTED]  
**ID** : [REDACTED]  
**POSTAL ADDRESS** : [REDACTED]

(hereinafter referred to as the LESSEE) of the one part and the LESSOR whose details are as follows:

**NAME** : .....  
**ID** : .....  
**POSTAL ADDRESS** : .....

(hereinafter called the LESSOR), of the other part.

The rental of the property will be managed by the "Agent".

**AGENCY NAME** : Centurion Real Estate  
**AGENT** : Mariana Hattingh  
**POSTAL ADDRESS** : PO Box 67709, Highveld, 0169  
**TELEPHONE** : 082 775 5140 (cell)  
086 695 8875 (fax)  
**EMAIL** : mariana@centurionrealestate.co.za

1. The LESSOR lets to the LESSEE who hires the following property (hereinafter referred to as "the property"):

[REDACTED]  
[REDACTED]  
[REDACTED]

2. The lease is for a fixed period of [REDACTED] **months**, reckoned from the [REDACTED] (**commencement date**), and terminating on the [REDACTED] (**expiry date**), on which date the LESSEE undertakes to vacate the property, except if the LESSOR and LESSEE agrees to extend the lease agreement. In the event of the lease being cancelled during this period, any such cancellation being subject to the written consent of the LESSOR, the LESSEE is liable for payment of a lease cancellation fee amounting to the **Placement Fee** already paid by the owner PLUS the rental for the full term of the lease agreement, should a suitable tenant not be found to take over the lease. This rental for the full term may be waived if the LESSEE/AGENT finds a suitable tenant with a good credit profile to take over the lease.
3. It is hereby agreed that **2 (Two) full calendar months before the expiration date** or the expiration date of any renewal hereof, the LESSEE shall give written notice of his intention to

vacate the said property. If the said notice has not been given 2 (two) months prior to expiry date the lease will continue subject to 2 (two) calendar months written notice on either side, subject to a revision of the rental amount payable at a rate agreed upon by both the LESSEE and LESSOR, subject to the approval of the LESSOR.

4. The LESSEE has the option to renew the lease agreement on the first day after its expiration, subject to the same conditions as set out in this agreement, subject to a revision of the rental amount payable.
5. The rent for the fixed period is [REDACTED] **per month** payable monthly in advance on the first day of each month without any deduction whatsoever via **pre-arranged debit order** and will be accepted at the AGENT'S physical addresses contained in the preamble hereto. Should the debit order be returned, an administration fee of R100 will be charged to the LESSEE. Electronic transfer of funds will be accepted as arranged with the AGENT. Should a bank deposit be made, an administration fee R 45 will be levied.
6. A deposit of the amount of [REDACTED] (equal to one month rental) is payable by the LESSEE to the AGENT at the commencement of this agreement. The commencement of this agreement is dependent on the receipt of the said deposit. The deposit shall be returned on the termination of this lease, subject to the LESSEE fulfilling the conditions of this lease. Should the LESSEE fail to fulfil any of the terms and conditions of this lease or in any way breach the said lease, the aforesaid deposit shall be forfeited and retained by the AGENT without prejudice to the AGENT'S rights to sue for any further damages which he/she may suffer or have suffered as a result of such breach. The LESSOR may at 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, cost of repairing damage to the Premises and/or replacing lost keys, administration costs by the Body Corporate as well as attorney fees.
7. A contract fee of **R700** is payable by the LESSEE to the AGENT which should be included in the deposit payable at commencement of this agreement.
8. a) 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.  
b) On receipt of a notice given by either parties in terms of Clause 3, alternatively three months prior to the expiry of the lease as referred to in Clause 2, the LESSOR shall be entitled to affix a "To Let" or "For Sale" notice upon the Premises.  
c) 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. The LESSEE shall accept at least one such appointment per week.  
d) The LESSEE shall not be entitled to remove, relocate or damage any notice referred to in 8 a) or b).
9. THE LESSEE SHALL:
  - a. Pay all charges for electricity supplied to the property. The LESSEE shall be responsible for connection of and maintaining his/her own electricity account.
  - b. Pay all amounts due in terms of this lease free of exchange.
  - c. Not cede or assign the lease.
  - d. Not sub-let the whole or any part of the property to anyone other than his immediate family in occupation thereof without the written consent of the LESSOR, which consent shall not be unreasonably withheld.
  - e. Use the leased property only for residential purposes unless the LESSOR'S written consent to use the property for other purposes is obtained. The Premises will be personally occupied by..... The maximum number of persons entitled to occupy the property is **3** per 2 bedroom, **5** per 3 bedroom.
  - f. The LESSEE may not allow any persons other than those specified to occupy the Premises, without written consent from the LESSOR or AGENT.

- g. Keep the property clean, habitable and tidy and care for and maintain the private garden. The gate to the private garden is to be left unlocked during work hours on specified days, for the lawn to be maintained by the garden services.
- h. Not make structural or other alterations, additions to or improvements in the property without the written consent of the LESSOR.
- i. The LESSEE shall not deface, mark, paint or drive nails, hooks or screws into the doors, walls, ceilings or floors of the Premises without the written consent of the LESSOR.
- j. The LESSEE will be responsible for replacement of all globes and incandescent lamps and may not 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.
- k. The LESSEE may not 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.
- l. 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.
- m. Permit the LESSOR/AGENT to inspect the property at all reasonable times.
- n. 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.
- o. Be responsible for the maintenance, repair, upkeep and/or decoration, as the case may be, of the interior of the property including all ceilings, all wall and floor coverings, all doors and windows, all cooking, heating, cooling, lighting, locks and plumbing (and any part of any such doors, windows and installations) and all other fixtures, fittings, furnishings and any machinery and equipment in or on the property, not considering normal wear and tear expected.
- p. Should the LESSEE upon taking possession of the said property discover that the same or any of the appearances or contents thereof, all ceilings, all wall and floor coverings, all doors and windows, all cooking, heating, cooling, lighting, locks and plumbing (and any part of any such doors, windows and installations) and all other fixtures, fittings, furnishings and any machinery and equipment in or on the property, are in a defective state of repair, he/she shall within three (3) days from the date of occupation notify in writing the AGENT of the details of any such defect/s and the failure on the part of the LESSEE to do so shall be deemed to be an acknowledgement on the part of the LESSEE that the whole of the same are in good order and proper state of repair and condition.
- q. The LESSEE undertakes to keep the property and drains clean and in a tidy condition and free from all rubbish to the satisfaction of the Municipal Authorities and shall deposit his own refuse/rubbish in compliance with the Body Corporate regulations, which state that refuse be placed inside the bins provided next to the complex gate.
- r. Take care of the remote controls to the garage and complex gate and keys provided to the property. Should the keys or remote controls be lost, misplaced or stolen or in any way non-retrievable, the LESSEE shall be responsible for the replacement of such keys or locks as applicable. All keys and remote controls provided to the LESSEE to gain access to the property shall be handed back to the AGENT on the expiration date of this agreement.
- s. Not cause any noise of nuisance, which would in any way disturb the quiet and peaceful occupation of his/her neighbours. Administration costs for letters pertaining to the aforementioned delivered to the tenant by the Body Corporate will be for the Lessee's account.
- t. 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.
- u. The LESSOR or AGENT shall not be liable for any loss/damage sustained by the LESSEE by reason of any burglary of or fire on the Premises or as result of any act or omission on the part of the LESSOR or AGENT or as a result of any defect in the Premises. The Lessee shall not be entitled to terminate the lease or reduce rental of fail to pay as a result of such damage.
- v. The LESSEE shall be liable for all costs pertaining to notices issued by the LESSOR/AGENT or relevant Body Corporate for breach of Lease Agreement and Houserules as well as legal costs pertaining to same.

- w. The LESSEE acknowledges that, upon occupation of the leased premises, he/she and his/her family, his/her visitors and servants, shall adhere to the rules of the Eco Park Home Owners Association or applicable Homeowners Association, attached to this lease agreement.

10. THE LESSOR shall:

- a. Be responsible for the maintenance and upkeep of the interior and exterior of the property including the roof.
- b. Not be responsible for any damage caused to the LESSEE by leakage, rain, hail, lightning, snow, fire or interruption of water or electricity supplies or any cause whatever.
- c. Not be responsible for any insurance of equipment, furniture or personal possessions which belong to the Lessee or visitors.
- d. Be responsible for payment of Rates and/or Taxes and water supply and/or service charges presently assessed on the property, as at the date of signature hereof.
- e. Be entitled at any time during the currency of the lease to require the LESSEE to reinstate the property at the LESSEE'S expense to the same condition as it was at date hereof.
- f. Forthwith repair any structural defects, which appear in the property.
- g. Any general problems with the Complex are to be referred to the LESSOR.

11. In the event of the total or partial destruction of the property or any portion by any cause the LESSOR shall be entitled to terminate the lease. Failing which, the lease shall continue, but the LESSEE shall during the period during which the property or part thereof is unfit for occupation be entitled to a proportionate abatement of rent. The LESSEE shall have no claim for compensation against the LESSOR, but should the destruction be due to the default or negligence of the LESSEE, his family, servant or persons occupying the property under him, the LESSOR shall under these circumstances be entitled to claim payment of such damages as the LESSOR may have suffered.

12. Should the LESSEE fail to pay the rent or any portion thereof on its due date, or breach any other condition of this Lease, and remain in default for seven (7) days after receipt of notice to the LESSEE requiring payment of the rent or the remedy of the breach, as the case may be, or if the LESSEE shall become insolvent, the LESSOR shall have the right forthwith to cancel this lease and to re-enter upon and take possession of the leased property within 48 hours, without prejudice to an claim which the LESSOR may have against the LESSEE for the rent already due or damages fro breach of contract or otherwise. If the LESSOR cancels this Lease and the LESSEE disputes the right to cancel and remains in occupation of the property, the LESSEE shall pending settlement or resolution of any dispute either by negotiation or litigation continue to pay an amount equivalent to the monthly rental provided in this lease monthly in advance on the first day of each month and the LESSOR shall be entitled to accept and recover such payment the acceptance of which shall be without prejudice to and shall not in any way affect the LESSOR'S claim to cancellation then in dispute. If the dispute is resolved in favour of the LESSOR the payments made and received in terms of this clause shall be deemed to be amounts paid by the LESSEE on account of damages suffered by the LESSOR by reason of the cancellation of this lease and/or the unlawful holding over by the LESSEE.

13. Should the LESSEE were to purchase the property from the LESSOR, the AGENT will be deemed the cause of sale of such purchase. In such an event, sales commission of 7.5% incl VAT on the purchase price of the property will be payable by the LESSOR to the AGENT.

14. The LESSEE shall pay on demand, 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.

15. Any relaxation, indulgence or waiver which the LESSOR may grant to the LESSEE or any condonation by the LESSOR of any breach of the terms of this lease shall not become binding on the LESSOR who shall at all times be entitled to claim due and prompt performance by the LESSEE of all obligations.

16. Any notice which the LESSOR requires to give the LESSEE shall be deemed to have been validly given if left by the LESSOR at the property, which notice shall be deemed to have been received on the day the notice was delivered by hand in terms of these presents.
17. Should the LESSOR institute action against the LESSEE pursuant to a breach of this lease then without prejudice to any other rights which the LESSOR may have, the LESSOR shall be entitled to recover from the LESSEE all legal costs incurred by him including attorney/client charges, tracing fees and collection commission which the LESSOR is obliged to pay to its attorney.
18. DOMICILIUM CITANDI ET EXECUTANDI: The LESSOR and the LESSEE choose their physical addresses contained in the preamble hereto as their respective addresses for the service of all notices and court processes and they also hereby consent to the jurisdiction of the Magistrate's Court in respect of any legal proceedings arising out of this lease.
19. No variation of the terms of this lease shall be of any effect unless reduced to writing and signed by the LESSOR, AGENT and LESSEE.

IN WITNESS WHEREOF the parties have hereunto set their hands in the presence of the undersigned witnesses:

By the LESSEE at \_\_\_\_\_ (place) on the \_\_\_\_\_ day of \_\_\_\_\_, 2010

AS WITNESS  
(if married in community of property):

\_\_\_\_\_

\_\_\_\_\_  
SIGNATURE: LESSEE

By the LESSOR at \_\_\_\_\_ (place) on the \_\_\_\_\_ day of \_\_\_\_\_, 2010

AS WITNESS  
(if married in community of property):

\_\_\_\_\_

\_\_\_\_\_  
SIGNATURE: LESSOR

\*\* Please ensure agreement had been initialled at the bottom right corner before submission