

Rental Agreement

1. THE PARTIES TO THIS PROPERTY RENTAL AGREEMENT ARE:

1.1 THE LANDLORD(S):

Name(s):

Physical Address:

Postal Address:

1.2 THE TENANT:

First Name(s): Last Name / Surname:

Additional Members of the Tenant's Household:

Physical Address:

Postal Address:

The parties choose the above stated addresses as their physical addresses for purposes of delivery of any notice, payment of any amount and at which legal proceedings may be instituted pertaining to this property rental agreement. Each of the parties will be entitled at any time by way of written notice to the other to change the information regarding their physical addresses. Such change will become effective on the 7th day after receipt by the other party of the notice. Any notice which the Landlord requires to give to the Tenant shall be deemed to have been validly given if sent by pre-paid registered letter to the Tenant at the Property or left by the Landlord or his Agent at such address, which notice shall be deemed to have been received 5 days after posting by registered post, or on the day the notice was delivered by hand.

2. THE PREMISES:

Physical Address:

3. PERIOD OF LEASE:

3.1 The initial period of the lease shall start on _____ and shall end at midnight on: _____

3.2 The lease shall be automatically renewed after the initial term on a month to month basis under the same conditions.

Acknowledgement by Tenant: (please initial) _____

3.3 After the initial period of the lease this property rental agreement may be cancelled by either the Landlord or the Tenant by giving one month written notice.

3.4 For the purposes of this property rental agreement a month shall be construed to be a calendar month.

4. RENTAL:

4.1 The monthly rental for the premises for the initial period is an amount of _____ (in words: _____).

4.2 Rental shall be paid monthly (money in the possession of the landlord) in advance on or before the first day of the month by 5 p.m. without any deduction whatsoever in an envelope addressed to:

or directly into the following bank account: _____*If the rent is paid into the Landlord's bank account by 5 p.m. on the last day of each month in advance, there will be discount. The discounted rent will be:_____.

4.3 Tenant will pay a late payment charge of 10% of monthly rent (\$77.50) if not received within five days after the due date (the first day of each month by 5 p.m.) to cover collection fees and/or additional administration fees. The tenant will pay an amount of \$30 for each rent check returned for insufficient funds and thereafter pay rent by cash or cashier's check.

4.4 In the event of the rental or any portion thereof not being paid on the due date, or the Tenant failing to meet his obligations under this property rental agreement, or the Tenant surrendering his estate or being sequestered, provisionally or otherwise, the Landlord shall be entitled to by written notice require the Tenant to comply with the specific obligation which he has failed to meet within 14 (FOURTEEN) days after receiving the said written notice by hand or within 14 (FOURTEEN) days after the sending thereof per registered mail, and should the Tenant still fail to comply with such obligations the Landlord shall be entitled to:

4.4.1 cancel this property rental agreement, eject the Tenant and/or any other persons occupying the premises without prejudice of his rights to claim arrear rental;

4.4.2 claim payment of any arrear rental or any other monies due, be it compensation for damages to the premises, or damages arising out of breach of the agreement by the Tenant.

4.4.3 In the event of the Tenant not vacating the property after cancellation of the agreement by leaving his property or possessions behind, the tenant shall be liable for the rental.

4.5 The Tenant shall not be entitled to any reduction in rental while the Landlord does repairs to the property.

5. ADDITIONAL PAYMENTS BY TENANT:

5.1 The Tenant shall from the date of commencement of this Agreement promptly pay for all expenses incurred by means of water use, electricity and or gas supply, and all charges arising out of any telephone or other service installed on the Premises.

5.2 All legal and collection costs incurred by the Landlord in respect of any legal steps taken by him against the Tenant to enforce any of the Tenant's obligations in terms of this Agreement shall be paid for by the Tenant to the extent permissible by law.

Should the Tenant fail to make payment of any of the aforementioned, the Landlord shall have the right without prejudice to his other rights in law or under this Agreement to effect payment himself and to recover the amounts so expended from the Tenant.

6. DEPOSIT:

6.1 The Tenant must deposit an amount of _____ with the Landlord on signature of this Property Rental Agreement. This deposit will be held by the Landlord and may be used at any time to repair damages caused by the tenant to the Premises. The deposit or balance thereof will be refunded to the Tenant when this Agreement expires and after inspection of

the Premises but not later than thirty days after this Agreement expires. The deposit may also be utilized for the payment of amounts due and owing by the Tenant in terms of this Property Rental Agreement as well as the cost of repairing damage (other than ordinary wear and tear) to the Premises and/or replacing lost keys. This provision is purely for the benefit of the Landlord and does not relieve the Tenant in any way from the obligation of any other payment or liabilities in terms thereof.

6.2 The Tenant shall not under any circumstances be entitled in the final month of the tenancy to withhold payment of the rent or portion of the rent for the final month and to set off such payment against any deposit which the Tenant may have paid in terms of this Property Rental Agreement.

7. TENANT OBLIGATIONS:

7.1 The Tenant has inspected the Premises and confirms that they are suitable for the purposes for which they are let for the duration of this Agreement.

7.2 The Tenant acknowledges that the Premises are in a good state of repair and specifically acknowledges that at commencement of this Property Rental Agreement, all of the sanitary installations and equipment, electrical installations and equipment, keys, locks, doors, windows, wash basins and taps are in a good state of repair and working order.

7.3 The Tenant shall give written notice to the Landlord within 7 (SEVEN) days after the commencement date, of any structural defects in the Premises, or any defects in the above-mentioned installations and equipment, and the absence of such notice shall constitute prima facie proof of the absence of any defects or missing articles and the good condition of the Premises. Any notice given by the Tenant shall not place any obligation on the Landlord to effect any repairs but will serve only to record the state of repair.

7.4 The Tenant shall allow the Landlord or his agent access to the Premises at all reasonable times with prior arrangement with the Tenant, to inspect the Premises or to carry out any work that may be required to be done or are deemed to be necessary in order to keep the property fixtures and fittings in good order and conditions.

7.5 The Tenant undertakes to maintain the Premises and to return same in a clean and neat condition at the expiration of this Property Rental Agreement. The Tenant will be liable to promptly attend to any repair that may be necessary and in general attend to the upkeep and maintenance of the Premises, alternatively to reimburse the Landlord for the cost of replacing or repairing any breakages or defects. The parties also agree that the Landlord or his authorized agent may at anytime with prior arrangement with the Tenant inspect the Premises and point out any aspect that needs attention whereupon the Tenant shall be obliged to attend hereto within 7 (SEVEN) days after given written notice to do so. A failure to comply will constitute a breach of contract in terms of this agreement.

7.6 The Tenant undertakes to keep and maintain all gutters, sewerage pipes, water pipes and drains on the Premises free from obstruction and/or blockage.

7.7 The Tenant shall use and operate all electrical and plumbing fixtures properly.

7.8 The Tenant shall not remodel or make any structural changes to the Premises, nor shall the Tenant deface, mark, paint or drive nails, hooks or screws into any doors, walls, ceilings or floors, nor shall the Tenant attach or remove any fixtures or locks without the Landlord's prior written permission.

7.9 The Tenant acknowledges that any improvements made by the Tenant on or to the Premises

shall become the property of the Landlord on termination of this Property Rental Agreement and the Tenant shall not be entitled to remove any such improvement unless so demanded by the Landlord in writing, nor claim from the Landlord any compensation in respect thereof. The Tenant further agrees to repair all damage caused by such removal failing which, the Landlord may have the improvements removed and damage repaired and recover all costs so incurred from the Tenant.

7.10 The Tenant shall not keep any pets or animals in or on the Premises without the Landlord's prior written consent and the Tenant shall be responsible for any damage to the premises caused by such pet or animal.

7.11 The Tenant shall not do or allow to be done in any way anything which would increase the premiums of or vitiate the Policies of Insurance on the property.

7.12 The Tenant shall keep the grounds of the Premises in a clean and tidy condition, free from all litter and rubbish, garden refuse and discarded appliances or motor parts and shall keep the hedges trimmed, lawns mowed and flowerbeds neat and tidy.

7.14 The Tenant agrees to use the Premises solely as a private dwelling for the Tenant and additional members of the Tenant's household as identified in this Property Rental Agreement and not permit use of the Premises for any other purposes other than as a private dwelling.

7.15 The Tenant shall not, without the Landlord's written consent, which consent will not be unreasonably withheld:

7.15.1 Cede, assign, transfer, alienate, burden any of its rights or delegate any of its obligations under this Agreement.

7.15.2 Surrender occupation or possession of the Premises or permit any person whether as licensee, subtenant, agent, occupier, custodian to take possession or occupation of the Premises.

7.16 The Tenant shall not provide accommodations for boarders or lodgers.

7.17 The Tenant may have temporary visitors.

7.18 The Tenant shall conduct himself/herself and require persons on the premises with his/her consent to conduct themselves in a manner that will not contravene any law, bylaw, ordinance or regulation applicable in respect of the Premises nor cause or permit any nuisance.

7.19 The Tenant shall allow the Landlord or his 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 Tenant.

7.20 The Tenant must regularly test the smoke detectors to ensure that they are working effectively. Batteries may not be removed except to replace them. It is a duty of the Tenant to inform the Landlord in writing of any defect or malfunction of smoke detectors.

7.21 The Tenant agrees that any violation of the law regarding illegal drug use will be grounds for immediate termination of this rental agreement, after the Landlord has filed a police report in this regard.

7.22 The Tenant shall notify the Landlord in writing within 4 days of moving out of a forwarding address. Failing to do so will relieve the Landlord of sending the tenant a list of damages against the security deposit.

8. LANDLORD OBLIGATIONS:

8.1 The Landlord shall be responsible for maintaining the main walls, roof and other structural parts of the Premises in good order and repair. Should the main walls, roof or other structural parts of the Premises become in a defective condition resulting in such consequences as leakage or danger to the Tenant, it shall be the obligation and duty of the Tenant to advise the Landlord

of such defective condition in writing and the Landlord shall take steps to have the defective condition rectified without delay.

8.2 The Landlord shall not be liable for any compensation for any damage suffered by the Tenant as a result of rain, hail, snow, leakage, fire, flooding, storms, riot, theft, robbery or in general any damage as a result of any act or negligence whatsoever nor any damage suffered as a result of the interruption of water or electricity or gas supplies. Should the destruction be due to the default or negligence of the Tenant, his family, servants or persons occupying the Premises under him, the Landlord shall under these circumstances be entitled to claim payment of such damages as the Landlord may have suffered. If in any event the damage suffered to the Premises result in that the Premises is not suitable for the purpose for which it has been leased, it shall constitute a ground for the Tenant or the Landlord to cancel this Property Rental Agreement.

8.3 The Landlord shall be liable to pay all rates and taxes / levies payable in respect of the Premises to the local authority / body corporate / share block company / home owner's association concerned.

8.4 The Landlord undertakes that he will not accept any offer for the purchase of the Premises without first offering to sell the Premises to the Tenant. This pre-emptive right must be carried out by the Tenant within 14 (FOURTEEN) days after the offer has been made by the Landlord.

9. NO WAIVER:

No relaxation, indulgence, waiver or concession which the Landlord may show at any time whatsoever in regard to the carrying out of any of the Tenant's obligations in terms of this Property Rental Agreement, shall prejudice any of the Landlord's rights under this agreement in any manner whatsoever or be regarded as a waiver of any of the Landlord's rights in terms of this agreement.

10. LIMITATION OF LIABILITY:

The Tenant and any other person associated with the Tenant including but not limited to relatives, friends, visitors or employees shall have no claim for injury, damages or loss sustained directly or indirectly in or about the Premises against the Landlord for any act or omission of the Landlord including but not limited to any agent, servant, cleaner, maintenance person, handyman, artisan or employee of the Landlord save from that arising due to active and actionable negligence or willful misconduct.

11. FULL AGREEMENT:

This lease contains all the terms and conditions of the Property Rental Agreement entered into by the Landlord and Tenant. The Landlord shall not be liable for any warranty, guarantee, representations or undertakings of whatsoever nature which might have been made to the Tenant by any person whomsoever, except as contained herein. The Landlord shall not be bound by any amendment, alteration or variation of the terms of this agreement, unless reduced to writing and signed by the Landlord and Tenant or any person duly authorized thereto in writing by them. Expressions in the singular also denote the plural and vice versa, pronouns of any gender include the corresponding pronouns of the other gender and words denoting natural persons also refer to juristic persons and vice versa. If any clause, or part of a clause, in this Property Rental Agreement is found to be unlawful, it shall not affect any of the other clauses whatsoever and the balance of the Property Agreement will remain binding on both the Tenant and Landlord.

12. WARRANTY OF AUTHORITY AND DECLARATION:

Any person or more than one person signing this Property Rental Agreement warrants his or her authority to do so AND that they have read it and understand it and voluntarily agree to it.

13. LANDLORD: _____

Signed at _____ on this _____ day of _____ 20 _____

TENANT: _____

ADDITIONAL PROVISION:

The landlord may increase the rent after giving 30 days written notice in the case of the following:

- A) Changes required by law
- B) Changes in rules relating to health and safety
- C) Increases in property taxes, utilities and property insurance