

**PLETT STORAGE LEASE entered into between:**  
**TAMARRON 7 TRADING (PTY) LIMITED (Reg. No.2002/024791/07), Trading as PLETT STORAGE and OCCUPANT**

Name of Occupant:

ID / Passport:

Type of entity: ☐ Individual ☐ Partnership ☐ \*Company ☐ \*Closed corporation ☐ \*Trust

*\* (If Company, Closed Corporation or Trust the Resolution authorizing the signatories to be attached Marked "A")*

Residential Address:

Business Address:

Postal Address:

Physical Address : Plett Storage Unit number ..... Plettenberg Bay Airport Business Park 6600

Postal code:

E-mail address:

Tel Numbers:

Bus:  Home:  Cell:  Fax:

Credit Card Type :  
 Visa / Master / Amex

Card Number:  CVV Code:

Exp date

Name

**Contract detail**

Expected dates :  To

Type of vehicle/s stored :  Registration No.

Unit no :

Monthly Rental:  **R 500 plus vat /unit** Deposit: R

Payment method: ☐ Transfer ☐ Debit order ☐ Cash ☐ Credit Card

Remarks:

## 1. THE LEASED PREMISES

The Lessor hereby lets to the Occupant who hires the premises namely:

Covered parking bay inside the Plett Airport Business Park

Situated in No 1 Airport Road ,Plettenberg Bay, Airport Business Park Bitou Municipal Area on the terms and conditions set out herein.

## 2. PERIOD OF LEASE

The lease shall commence on the commencement date of the contract as stated above and shall continue for a fixed period. If the occupant is a natural person then the occupant will have the right to cancel or extend the lease by giving the Lessor 30 business days' notice in writing or other recorded manner and form.

Should the occupant fail to notify the Lessor of any intended termination or extension, the agreement will automatically continue on the same terms and conditions as set out in this agreement on a month to month basis.

## 3. CANCELLATION PENALTY

Should the cancellation referred to in 2 above come into effect before the termination date referred to a penalty equal to the rental of 60 days or until the termination date or until the premises is rented out to a third party, whichever is the shorter, will apply. It is agreed that the 60 day period is a reasonable time for the Lessor to secure a new occupant.

## 4. RENTAL

The agreed monthly rental as stipulated in this agreement shall be payable in advance on the 1st day of each month to the Lessor , at the office of the Lessor at the business premises or by Electronic Funds Transfer into **NEDBANK Branch Number 118509, Account Number 1185014853** or such place as the Lessor may from time to time in writing direct. The first payment of rental shall be made simultaneously with the signing of the lease.

## 5. VEHICLE INDEMNITY

By signing this lease I, as the owner of the boat, caravan or vehicle hereby indemnify and hold harmless Plett Storage and or its owners, employees, service providers or agents against any claim for damages and loss that I might incur as a result of storage upon the property and or transportation of my boat, caravan or vehicle whilst under control of Plett Storage . I accept therefore that such storage and transport is entirely at my own risk and that no undertakings have been given by the said lessor, Plett Storage, as to the preservation and care of the assets. It is also clearly understood that the lessee must advise Plett Storage 48 hours in advance before the above mentioned vehicle is removed from storage. If such removal is required not by myself then the person effecting the removal must be nominated in writing by myself to Plett Storage and the identity of the person effecting the removal must be produced before the vehicle will be released from storage.

## 6. LIMITATION OF LESSORS LIABILITY

The Lessor shall not be liable to the Occupant for any injury or loss of damage of any description which the Occupants and or any member of the Occupants' family, or employee or servant, or any relative, friend, visitor invitee or guest of the Occupant may sustain, physically or to his or their property, directly or indirectly, in or about the leased premises, or any application whatsoever in the leased premises or in the building in which the leased premises are situated.



## **7. DESTRUCTION OF PREMISES**

If the said premises shall be totally destroyed by fire or an act of GOD, then this lease shall be ipso facto terminated. If the said premises are partially destroyed by fire, then such destruction shall be repaired and made good by the Lessor as expeditiously as may be reasonably possible and the lease shall continue and the Occupant shall be entitled to a fair and reasonable abatement of rent only in respect of any loss of beneficial occupation.

## **8. RISK AND INSURANCE**

All goods stored in the premises are at the sole risk of the Occupant. The Occupant inspected the Lessor's security and declares that the security provided by the Lessor is adequate. The occupant shall, if he so wishes insure the goods and boats, caravans or vehicles at his own costs.

## **9. BREACH AND RESULTANT AUCTION OF GOODS OCCUPYING PREMISES**

If the Occupant shall fail to pay on due date any amount owing by him in terms of this Lease, or if the Occupant commits or permits any breach of the conditions of this lease, then the Lessor shall have the right to cancel this lease with 30 days notice and to re-take possession of the leased premises without prejudice to any other claim which he may have against the Occupant in respect of rental or other moneys that may be due to him by the Occupant calculated to the date of such termination, and/or any damage arising by reason of such breach by the Occupant including loss which the Lessor may sustain by the reason of the premature termination of this lease before the date fixed for the expiration thereof. Such loss will be calculated and will be equal to the rental of 60 days or until the termination date or until the premises is rented out to a third party, whichever is the shorter. No extension of time for payment of any installment of rental or any other indulgence that may be granted by the Lessor shall prejudice or affect in any way his right to terminate this lease in terms of this clause, or any of his other rights under this agreement.

**9.1.** In the event of the Lessor instructing an Attorney to recover from the Occupant any amount in respect of rental or damages or other monies, the Occupant shall be obliged and does hereby agree to pay the usual costs and charges, including collection commission and costs on an Attorney and client scale.

**9.2.** Should the Occupant be in arrears with the payment of the rental for a period more than 3 months and the Lessor cancel the agreement in terms of this contract, then the Lessor may on behalf of the Occupant, after a written notice to the occupant, which notification period may not be less than 20 days, remove the vehicle , caravan or boat from the premises and auction same should the Occupant fail to rectify the breach and collect the items within the notification period. The auction will only take place on condition that:

**9.3.** The auction takes place on the premises of where the Lessor is conducting its business

**9.4.** The auction was advertised in the local paper or social media of which the advertisement in English .

**9.5.** The advertisement is at least one week before the auction.

**9.6.** The auction will be conducted by the storage manager mandated by the Lessors Attorney.

**9.7.** The proceeds of the auction will be for the benefit of the Occupant and it is agreed that the fair market value of the items so auctioned will be equal to the highest bid on the auction.

**9.8.** The Occupant authorises the auctioneer to pay an amount equal to the outstanding and due rentals and costs to the Lessor and to pay the balance, if any, directly to the occupant.

It is agreed between the Lessor and the Occupant that the auction is in the interest of both the Lessor and the Occupant due to the fact that the removal of the goods from the premises restrict the Occupants future liability towards the Lessor and allows the Lessor to rent out the premises to a third party.



## 10. DOMICILLIUM (PLACE WHERE NOTICES CAN BE SERVED)

The domicilium citandi et executandi (place where notices can be served) of the parties will be at the physical address as stated in this agreement and any notice in terms of this agreement addressed thereto will be deemed to have been received by the Occupant on the fourth day after posting by prepaid registered mail.

The addresses domicile citandi et executandi is however not the only place to serve a notice on any of the parties and any other means of service in writing or other recordable form which was received by any of the parties will constitute proper service of such notice.

## 11. ENTRY AND ACCESS

Please notify our staff 48 hours in advance if you need to collect a vehicle or would like it delivered to the Airport, Angling Club or Caravan Park. Access to stored items will only be permitted during the hours stipulated. Outside of these hours the entry gate will be locked and alternative access will only be permitted if prior arrangements had been made during the stipulated hours.

Stipulated hours: Monday to Friday From 08h00 until 17h00

THUS SIGNED AT ..... ON THIS... DAY OF..... 2020

(ON BEHALF OF THE OCCUPANT)

PRINT NAME: .....

SIGNED: .....

THUS SIGNED AT ..... ON THIS .... DAY OF ..... 2020

(ON BEHALF OF PLETT STORAGE)

PRINT NAME: .....

SIGNED:.....

### Banking Details

Bank: NEDBANK

Branch: Waterfront

Branch No: 118509

Acc No: 1185014853

Acc Name: TAMARRON TRADING 7 (PTY) LTD Trading as PLETT STORAGE

