

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:	<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> *Company <input type="checkbox"/> *Closed corporation <input type="checkbox"/> *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 good stored :		Key Deposit:	
Unit no :			
Monthly Rental: R	1450 ex vat	Deposit: R	1000
Payment method:	<input type="checkbox"/> Transfer <input type="checkbox"/> Debit order <input type="checkbox"/> Cash <input type="checkbox"/> Credit Card		
Remarks:			

1. THE LEASED PREMISES

The Lessor hereby lets to the Occupant who hires the Unit(s) as indicated on page 1, being a Lockup Storage Unit inside the Plett Airport Business Park and situated at No 1 Airport Road, Plettenberg Bay, Airport Business Park Bitou Municipal Area (the "leased premises") 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 on page 1 and shall continue for an initial period as recorded on page 1. Upon termination of the initial period, this Lease will automatically continue on a month-to-month basis, subject to any material changes which the Lessor has brought to the attention of the Occupant, unless:

Either party expressly advises the other party prior to the termination of the initial period that it does not want this Lease to continue after the initial period has terminated; or

The parties enter into a new Lease agreement for a further fixed period.

If the Lease is continued on a month-to-month basis, either party shall be entitled to terminate this Lease without reason or penalty at any time, provided that they give the other party a calendar month written notice of such termination.

3. CANCELLATION PENALTY

If the Occupant is a natural person and chooses to cancel this Lease prior to the expiry of the initial period for a reason other than a material breach of this Lease by the Lessor, then the following will apply:

The Occupant must give the Lessor a least 20 (twenty) business days written notice of such cancellation;

The Lessor shall be entitled to recover any loss suffered by the Lessor as a result of such early cancellation of the Lease by charging the Occupant a reasonable cancellation penalty which will be equivalent of not less than 2 (two) months' rental. The Occupant agrees that such a penalty is reasonable, considering the time left until the initial period is due to terminate and the likelihood of the Lessor finding another tenant to replace the Occupant within a reasonable time.

4. RENTAL

The rental payable by the Occupant to the Lessor is the monthly rental stipulated on page 1 of this agreement plus Valued Added Tax thereon and shall be payable in advance without deduction or set-off and free of any cash deposit fee or any other charges on the 1st day of each month to the Lessor by way of Electronic Funds Transfer into the Lessor's nominated bank account, being NEDBANK, Branch Number 118509, Account Number 1185014853 or such other method of payment as advised by the Occupant and agreed to by the Lessor on page 1 of this agreement. The first payment of rental shall be made simultaneously with the signing of the lease. The occupant will be charged interest on any overdue rental at a rate of 9% per annum, calculated from the date of which such rental was due until the date of payment of such rental by the Occupant in full. Notwithstanding an initial lease period in excess of 12 months (if applicable) and the monthly rental sum stipulated on page 1 of this agreement, the rental payable by the Occupant to the Lessor shall escalate annually on the anniversary date of the commencement date of the lease with 10% (ten percent), calculated on the rental payable immediately prior to the anniversary date. The Lessor shall be entitled to raise a penalty fee of R180,00 for each and every rental payment not received by the 7th of each month. Access to the Unit will be denied to the Occupant after the 7th until the arrear rental is settled in full.

5. DEPOSIT

Upon signature of this Lease, the Occupant shall pay to the Lessor an amount of R1000,00 by way of a deposit. The deposit shall be held by the Lessor and shall be refundable to the Occupant on termination of this Lease, after deduction of any amounts required to repair any damage to the Unit(s) or to reinstate the same to the same good order and condition as at the commencement of this Lease or to recover any arrear rental. In the event of such repairs or reinstatement costs or arrear rentals exceeding the amount of the deposit, the Occupant shall remain liable to the Lessor for the difference between the repair, reinstatement costs or outstanding rentals and the amount of the deposit, which shall be forfeited to the Lessor. If during the subsistence of the Lease there is any increase in the rental, the Occupant shall be required to supplement the deposit to cover the increased rental. It is specifically recorded that the Occupant cannot ask the Lessor to use the deposit to cover any rental which the Occupant owes at any time during the subsistence of the Lease.

6. LIMITATION OF LESSORS LIABILITY

The Lessor shall not be liable to the Occupant, its successors-in-title or any third party for any injury or loss or damage of any description which the Occupant and/or any member of the Occupant's family, or employee or servant, or any relative, friend, visitor, invitee, guest, shareholder or interested party of the Occupant may sustain, physically or to his or their property, directly or indirectly, in or about the Unit and leased premises, or any application whatsoever in the leased premises or in the building in which the Unit is situated.



7. DESTRUCTION OF PREMISES

If the said Unit or leased premises is 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 or an act of God, 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 of the Unit for the specific time when the Unit was under construction and repair.

8. RISK AND INSURANCE

All goods stored in or on the premises are at the sole risk of the Occupant who will also retain the keys to the Unit. The Occupant inspected the Lessor's security and declares that the security provided by the Lessor is adequate. The Occupant acknowledges that the Lessor has given no warranties to the Occupant in respect of any breaches of the security arrangements at the leased premises and in this regard, the Lessor shall not be responsible or liable for any damage and/or loss to property, of whatsoever nature arising out of any cause whatsoever, including burglary and/or theft. The Occupant shall, if he/it so wishes, insure the goods at his own costs.

The Occupant warrants that the property to be stored in the Unit shall not include any of the following goods: cash and/or securities; food and/or perishable goods; living plants and/or animals; waste of any kind; flammable and/or hazardous items; illegal and/or stolen goods; toxic, polluted and/or contaminated goods; firearms, ammunition and/or explosives; drugs of any kind; radioactive materials and/or any other property which may negatively affect, in any way, the Unit and/or leased premises.

9. BREACH

If the Occupant neglects or fails to pay on due date any rental or amount owing by him/it in terms of this Lease, or if the Occupant commits or permits any breach of the terms of this Lease and remains in default notwithstanding a 7 (seven) days written notice given via email to the Occupant to rectify his/its breach of contract, then the Lessor shall have the right to claim specific performance of this agreement or in the alternative, to cancel this lease, re-take possession of the leased premises without prejudice to any other claim which it may have against the Occupant in respect of arrear rental or other moneys that may be due to it by the Occupant in terms of this agreement and/or for any damages suffered by the Lessor arising from such breach by the Occupant, including losses which the Lessor may sustain by reason of the premature termination of this lease prior to the expiration of the initial lease period. 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 its right to terminate this lease in terms of this clause, or any of its other rights under this agreement. In the event that this agreement is cancelled by the Lessor due to any breach by the Occupant and the Occupant remains in possession of the Unit or the property of the Occupant remains in the Unit for whichever reason, then the Occupant shall remain liable to the Lessor for the rental in respect of each month or portion thereof that the property remains in the Unit and the Lessor shall be entitled to accept payment of such rental as damages without prejudice to any of its rights.

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 Lessor's legal costs on an attorney and client scale.

10. REMOVAL AND RECLAIMING OF PROPERTY

The Occupant shall only be entitled to remove and/or reclaim the property stored in the Unit if all monies owing to the Lessor are paid up to date. Upon cancellation or termination of this agreement for whichever reason and subject to the Lessor exercising its rights in terms of the tacit hypothec and/or any amount or damages and/or losses due and payable by the Occupant, have been paid and settled in full, the property of the Occupant shall be removed by the Occupant no later than 12:00 noon on the last day of the rental period and/or only after 48-hours notice of its/his intention to remove the property, was given to the Lessor. The Lessor may refuse to allow the Lessor to remove the property if the Lessor is instructed to withhold return thereof by a court order or any law enforcing officer, including representatives from the SAPS or SARS.

11. FAILURE TO REMOVE OR RECLAIM PROPERTY

In the event the Lessor fails to remove or reclaim the Property on or before the last day of the rental period or should the Occupant be in arrears with the payment of the rental for a period of more than 1 (one) month and the Lessor has cancelled the agreement in terms of this agreement, then the Lessor may on behalf of the Occupant, after a written notice sent via email to the Occupant and attaching a similar notice that is addressed to the Occupant on the outer door of the Unit concerned, which notification shall request the Occupant to remove or reclaim the property within 20 (twenty) calendar days of the date of the notice subject to the Lessor exercising its rights in terms of the tacit hypothec (if applicable), enter the Unit and remove any items 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:

The auction takes place on the premises of where the Lessor is conducting its business;

The auction was advertised in the local newspapers of which the advertisement should be in English;

The advertisement is at least one week before the auction; and

The auction will be conducted by an independent auctioneer or Sheriff of the Court.

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. 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 restricts the Occupants future liability towards the Lessor and allows the Lessor to rent out the premises to a third party to mitigate its losses suffered.

10. DOMICILIUM (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 on page 1 of this agreement (i.e. where the Unit is located) and any notice in terms of this agreement shall be deemed properly given if sent via email to the stipulated email addresses of the party concerned as outlined on page 1 of this agreement. 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

The Lessor's staff must be notified 24 hours in advance if the Occupant needs to collect a vehicle or would like it delivered to the airport. Access to storage units will only be permitted during the days and hours Monday to Friday from 08h00 until 17h00. 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 and the Occupant has staff available to accommodate the Occupant's request in this regard.

12. GENERAL

The Lessor may assign its rights and obligations in terms of this contract to any other person by written notice to that effect given to the Occupant, which notice must be countersigned by the assignee accepting such assignment. The Occupant hereby consents to such assignment.

If the Occupant comprises more than one person, such persons are jointly and severally liable and entitled in terms of this agreement.

If the Lessor provides services to the Unit or leased premises or make concessions which it is not obliged to provide or make, then the Occupant does not acquire rights in respect thereof and the Lessor is not obliged to continue providing such services or making such concessions.

This agreement supersedes all prior agreements in respect of the matters referred to herein and is the whole agreement in respect thereof. No amendment or consensual cancellation of this contract is binding on the parties unless expressly contained in a written document and signed by the Lessor. The Lessor will not be bound by any representation or warranty not expressly recorded in this contract.

THUS SIGNED AT ON THIS ... DAY OF 20....

(ON BEHALF OF THE OCCUPANT)

PRINT NAME:

SIGNED:

THUS SIGNED AT ON THIS DAY OF 20....

(ON BEHALF OF PLETT STORAGE)

PRINT NAME:

SIGNED:.....

Banking Details of Lessor

Bank: NEDBANK

Branch: Waterfront

Branch No: 118509

Acc No: 1185014853

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

