

LEASE AGREEMENT

1. Tenant

1.1 Name: _____ Cell No.: _____
 1.2 Registration/ID No.: _____ eMail: _____
 1.3 Physical Address: _____

Occupant

1.4 Name: _____ Cell No.: _____
 1.5 Registration/ID No.: _____ eMail: _____

2. Landlord

2.1 Name: _____ Cell No.: _____
 2.2 Registration/ID No.: _____ eMail: _____

3. Agent

3.1 Agency Name: Univest Property Group (Pty) Ltd Address: Block E, Lonehill Office Park,
 3.2 Cell Number: 083 844 3150 (Keri Hart) eMail: Lonehill Boulevard, Lonehill
 3.3 Rental Agent: _____ eMail: Keri@univestjhb.co.za
 Cell No.: _____ eMail: _____

4. Details of property let

4.1 Physical Address: _____
 4.2 Number of Occupants: _____

5. Lease period:

5.1 Commencement date: _____
 5.2 This Lease Agreement will endure for the Initial Period set out in item 5.1 and will commence and become effective from the date of signature of this Lease Agreement and terminate on the date set out in item 5.3 unless cancelled or terminated earlier in accordance with its terms.
 5.3 Expiry date: _____

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6. Monthly rental

- 6.1 The rental shall be _____ per month
- 6.2 If the lease period is longer than 12 (twelve) months rental will increase on each anniversary by **6%**.
- 6.3 If the lease period exceeds 24 months, the Tenant declares that there is economic advantage in concluding the lease for this period because:

7. Deposits

- 7.1 The amount of the deposit is: _____ (Rand)
- 7.2 The amount of the utility deposit will be: _____ (Rand)
- 7.3 Deposit to be held by: _____ Landlord

8. Univest Property Group (Pty) Ltd account details

Bank name: **Standard Bank**
Account name: **Univest Property Group (Pty) Ltd**
Account number: **10125177184**
Branch code: **051 001**
Reference when making payment: _____

9. Landlord bank details (in the event of a procurement only lease)

Bank name: _____
Account name: _____
Account number: _____
Branch code: _____
Reference when making payment: _____

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TERMS AND CONDITIONS

The Landlord lets to the Tenant who hires the Premises on the Terms and conditions set out in this Agreement.

1. EXPIRY AND RENEWAL

1.1 Fixed Period

- 1.1.1 This lease will endure for the fixed period ("Fixed Period") commencing on the Commencement Date and ending on the Expiry Date as described in clause 5 of the Schedule. The Tenant will vacate the Premises immediately upon the date the lease ends.
- 1.1.2 In the event of the Tenant remaining in occupation of the Premises after termination of the Lease, whether such termination is in dispute by the Tenant or not, the Tenant will continue to pay for rent and all other services consumed at the Premises until the Tenant vacates the Premises, and the Landlord will be entitled to accept such payments without prejudice of **any** of the Landlord's rights.

1.2 Renewal

1.2.1 Subject always to clause 1.3 –

- 1.2.1.1 the Landlord will notify the Tenant in writing of the Impending Expiry Date not more than 80 (eighty) and not less than 40 (forty) business days before the Expiry Date;
- 1.2.1.2 If the Landlord wishes to invite the Tenant to renew this Agreement, this notification will include the proposed terms applicable to such renewal as well as any material changes that will apply if this Agreement is to be renewed or otherwise continue beyond the Expiry Date;
- 1.2.1.3 By no later than 20 (twenty) business days before the Expiry Date the Tenant must provide written notice to the Landlord informing the Landlord whether he wishes to renew the Agreement on the renewal terms proposed, or whether he wishes to accept termination of this Agreement on the Expiry Date;
- 1.2.1.4 If the Tenant does not notify the Landlord within the time period and in the manner contemplated in clause 2.2.1.3, then this Agreement will not be renewed, but will automatically continue on a month-to-month basis provided that it may be terminated by either the Landlord or the Tenant on 1 (one) calendar month's written notice.

- 1.3 The provisions of clauses 1.2.1.1 to 1.2.1.4 will not apply where the Tenant and Landlord are both juristic persons, in which case this Agreement will only be renewed or extended if it is agreed to in writing between the parties.

2. COOLING OFF RIGHT (SECTION 16 OF THE CPA)

- 2.1 If this Lease is concluded as a result of direct marketing by Univest Property Group (Pty) Ltd or the Landlord to the Tenant, then the Tenant shall be entitled to cancel this Lease by giving written notice to the Landlord via Univest Property Group (Pty) Ltd within 5 (five) business days thereof after the later of either –
- 2.1.1 the date of signature of this Agreement
- 2.1.2 the date of occupation of the Premises.
- 2.2 The Landlord or Univest Property Group (Pty) Ltd shall repay the Tenant the Deposit and any Rental or administration charges already paid within 15 (fifteen) business days after the Tenant has given up occupation of the Premises, less a pro rata portion of the Rental payable for the period that the Tenant was in occupation of the Premises

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3. TENANT'S RIGHT TO CANCEL WITHOUT REASON (SECTION 14 OF THE CPA)

- 3.1 The Tenant may terminate this Agreement before the Expiry Date by giving 20 (twenty) business days' written notice to the Landlord or Univest Property Group (Pty) Ltd. If both the Landlord and Tenant are juristic persons, this clause 3.1 will not be applicable.
- 3.2 In the event of the Tenant exercising this right, a penalty equal to three (3) months rental will be payable by the Tenant to the Landlord, which the Tenant agrees is reasonable, as this is the period typically necessary in which to find a replacement Tenant for the Premises

4. OCCUPATION

- 4.1 The Tenant will be given vacant occupation of the Premises on the Commencement Date: provided that occupation of the premises will only be permitted once the Deposit, the 1st (first) month's Rental, the Utilities Deposit and any other amount(s) due and payable by the Tenant prior to the date of occupation is reflected as cleared funds in Univest Property Group (Pty) Ltd's bank account.
- 4.2 If the Landlord is unable to give the Tenant beneficial occupation of the Premises on the Commencement Date due to circumstances beyond the Landlord's control, then the Tenant shall be entitled to a pro rata reduction in the Rental which would otherwise have been payable by the Tenant.
- 4.3 If the Landlord is unable to give the Tenant occupation of the Premises within 5 (five) business days after the Commencement Date then this Agreement shall automatically terminate, unless the parties agree otherwise in writing.

5. RENTAL

- 5.1 The Rental shall be payable monthly in advance, on or before the 1st (first) day of each and every month and shall be paid directly into the bank account nominated as per the lease agreement, being Univest Property Group (Pty) Ltd's bank account (applicable on management option). Banking Details of Owner as per Clause 9 on Procurement option.
- 5.2 All payments by the Tenant in terms of this Agreement shall be paid without any deduction and free of exchange and bank charges. The Tenant shall, immediately after making payment of the Rental, Deposit or any other amount(s) payable notify Univest Property Group (Pty) Ltd/Landlord of the date, place, amount and means of payment and the Tenant shall provide Univest Property Group (Pty) Ltd/Landlord with proof of each payment, including payments made directly into Univest Property Group (Pty) Ltd's/Landlord bank account. Any cash deposit will attract a Cash Handling fee of 1.5% of the total amount paid. Regret no Cheques accepted.
- 5.3 The Tenant acknowledges that unless he/she/it does so notify Univest Property Group (Pty) Ltd/Landlord, it shall not be possible to identify the payment and allocate any payment to the credit of the Tenant.
- 5.4 Failure to pay the rent by the first day of every month will result in a penalty of R500 being charged to the lessee/Tenant as a result of the late payment.

6. LEASE FEE

The Tenant shall pay to Univest Property Group (Pty) Ltd a lease preparation fee of **R1 000.00**.

7. DEPOSIT & UTILITY DEPOSIT

- 7.1 On signing of this Lease Agreement, (the Lease) the Tenant shall pay to the Agent the Deposits above. The Agent receives the Deposits as the Landlord's Agent and not as a Trustee. The Agent will account to

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the Landlord for the Deposits and the Landlord shall place an amount equivalent to this sum in an interest-bearing account for the Tenant's benefit in. The Landlord shall maintain and be entitled to use the Deposits within the terms below as set out within the Rental Housing Act.

- 7.2 In respect of a Deposits payment the additional information below must also be provided
- name of the Bank or financial institution where the Deposits is held:
 - account number
 - interest rate applicable
- 7.3 If, during the subsistence of the Lease, there is any increase in the Monthly Rental, the Tenant may be required to supplement the Deposit so that its value is the same as the Monthly Rental from time to time as at clause 8 and 9.4 of Schedule A.
- 7.4 The Tenant shall not under any circumstances be entitled in the final month of tenancy to withhold payment of the Monthly Rent or part thereof or to set off such payment against any Deposit which the Tenant may have paid in terms of this Lease.
- 7.5 The Landlord shall be entitled on termination or cancellation of this Lease to retain such portion of the Deposit as is reasonable to pay any outstanding amounts for which the Tenant is liable under the Lease. The Landlord must carry out an inspection of the Property with the Tenant at the end of the Lease to determine the extent and nature, if any, of damage to the Property. The Landlord shall submit to the Tenant an itemised list of the damage to the Property, if any.

If at the expiry of the Lease there are no sums owing to the Landlord, the Landlord shall refund the Deposits together with interest accrued, within 7 days of the expiry date.

- 7.5.2 In the event of damage or other liability on the Tenant, the Landlord must provide the Tenant with written proof indicating the actual or estimated cost of repairs necessary to correct such damage. Once receipts for completed works have been received, the Landlord must make the receipts available to the Tenant and pay over the balance of the Deposit with interest within 14 (fourteen) days of the expiry of the Lease.
- 7.5.3 Should the Tenant fail to respond to the Landlord's written request for an inspection within 14 (fourteen) days of receipt thereof by the Tenant, the Landlord must inspect the Property within 7 (seven) days of the expiration of the Lease to assess the condition of the Property. The Landlord will be entitled to make such deductions as are necessary in respect of the reasonable cost of repairing damage and replacing lost keys. The balance of the Deposits and interest must be refunded to the Tenant within 21 (twenty-one) days of the expiration of the Lease.
- 7.6 Failure by the Landlord to inspect the Property in the presence of the Tenant will be considered as acceptance by the Landlord that the Property is in a good and proper state of repair and the Landlord will have no further claim against the Tenant in this regard.

8. UTILITIES

- 8.1 The Tenant shall with effect from the Commencement Date, be liable to pay promptly on due date, all applicable fees for water, electricity, refuse and sewage and any other services, provided to and/or consumed at/on the Premises, in terms of the relevant invoice/s, or copies provided to the Tenant by the Landlord.
- 8.2 Should the Tenant dispute any services / utility account related to the Premises in respect of water, electricity and/or any other service supplied to the Premises, the Tenant shall pay the invoiced amount in respect of the utility and/or service, and shall continue to do so, until resolution of the relevant dispute. Should the Premises be fitted with a pre-paid electricity supply meter, the pre-supplied meter identification card, if supplied to the Tenant, must be left on the Premises upon the Tenant vacating the Premises. The

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Tenant would need to take up any disputes or billing issues directly with the body corporates or relevant service provider. Landlord/Univest Property Group (Pty) Ltd will have no responsibility in resolving billing issues nor issues pertaining to high consumption bills.

- 8.3 If the Tenant does not receive monthly accounts in respect of all relevant utility services, including but not limited to, water and electricity, the Tenant will immediately inform Landlord/Univest Property Group (Pty) Ltd thereof in writing.

9. TENANT'S OBLIGATIONS

The Tenant shall –

- 9.1 on expiry of the lease, return the Premises to the Landlord in the same good condition in which it was received at the commencement of the lease, fair wear and tear excepted;
- 9.2 not make any alterations or additions whatsoever to the Premises without the prior written consent of the Landlord;
- 9.3 replace at his/her/its expense any light bulbs, fluorescent tubes, fluorescent starters and tap washers on the Premises;
- 9.4 keep all sewerage pipes, water down pipes, guttering, water traps and drains on the Premises free from obstruction and blockage;
- 9.5 maintain and water the garden regularly. If an irrigation system is installed on the property, the Landlord undertakes to fully explain the operation of the system to the Tenant and shall ensure that all pipes, sprays and the like shall be in full working order on the date that vacant occupation is given to the Tenant;
- 9.6 maintain the irrigation system, pipes, sprinkler heads and the like. All costs of repair shall be for the Landlord's account;
- 9.7 return the garden to the Landlord in a clean and tidy state, free of garden refuse, debris and rubbish;
- 9.8 not change the garden in any way without the prior written consent of the Landlord first having been obtained, and shall not remove from the premises any plants, whether permanently planted in the garden or in pot plants, nor cut or remove trees or plants or effect any material alteration to the garden, without the Landlord's prior written consent;
- 9.9 keep the electrical, water, gas and electrified security fence installations (if any) in good working order and condition, fair wear and tear excepted, and shall not make any additions or alterations to these installations;
- 9.10 maintain the swimming pool, motor, filtration plant and all pool cleaning equipment (if any) in good working order and free from all obstruction and contamination, using and employing the appropriate chemicals; The Tenant should take note that the swimming pool area may not have safety measures restricting access to the pool, and the Tenant should make his/her/its own arrangements to restrict access thereto if necessary.
- 9.11 on termination of the Lease, have the home thoroughly cleaned (including the carpets), as well as restore the home to the condition in which it was received. Univest Property Group (Pty) Ltd reserves the right to check the premises on exit and, if required, to appoint a professional cleaning company of its choice to undertake such cleaning as may be necessary. All costs relating to the employment of such cleaning company shall be for the account of the Tenant; it is recorded that the Tenant will be liable for professional carpet cleaning on exiting the property and should they arrange this themselves they would need to provide Landlord/Univest Property Group (Pty) Ltd with the invoice thereof.
- 9.12 abide by any law, regulation, body corporate rule or another conduct rule. (Body corporate rules will be supplied to the Tenant.) The Tenant shall not keep pets of any kind upon the premises without the prior

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consent of the Landlord and subject to the rules of the body corporate, homeowner's association or applicable municipal laws;

- 9.13 not cede or assign this Agreement, nor sublet the Premises or any portion thereof without the prior written consent of the Landlord;
- 9.14 be entitled to use the Premises for residential purposes only;
- 9.15 shall not process, nor keep any combustibles or hazardous goods on the Premises unless the prior written consent of the Landlord has been obtained,
- 9.16 Not defacing, marking, painting, applying Prestik or other adhesive, driving nails, hooks or screws into the walls, doors, ceilings or floors of the Premises. The Tenant may however hang pictures, mirrors and objects d'art on the walls, provided that the Tenant shall remove the picture hooks installed on termination of the Lease, make good any damages and repaint the affected wall/s from corner to corner to match the existing wall colour. The Tenant shall specifically not be responsible for repainting the interior walls of the Premises unless the walls are damaged or marked beyond normal wear, tear and fading and in which case the Landlord and the Tenant shall agree to an apportionment of costs. In the event of the interior walls being painted with a special paint effect, the Landlord and the Tenant shall agree, in writing in advance, to the installation of any picture hooks and the removal thereof in such a way as to avoid repainting these walls on termination of Lease.
- 9.17 remove all mould and fungus from the walls, tiles, grouting, ceilings and any other affected areas of the Premises, by way of using a suitable cleaning solvent as soon as mould and/or fungus appears on these surfaces;
- 9.18 keep the Premises free from pests (such as cockroaches, rats, mice and bees). The Landlord will be liable to eradicate such infestation for the first 30 days following the date of occupation of the premises, provided he/she/it has been notified thereof; thereafter any such infestation will be the Tenant's liability to resolve;
- 9.19 not be entitled to incur any costs or expenses for any repairs required to the Premises (or any part thereof) for which the Landlord may be responsible without the prior written consent of the Landlord or Univest Property Group (Pty) Ltd (as applicable);
- 9.20 shall arrange for any television aerial or satellite dish installation or signal improvement required by the Tenant, at the Tenant's own cost. In the case of sectional title units, where the Body Corporate is responsible for the television/DSTV aerial/signal feed to the Premises, it shall be the Tenant's responsibility to arrange this and resolve any problems in this regard directly with the Body Corporate. Univest Property Group (Pty) Ltd and/or the Landlord bears no responsibility in relation hereto. The installation, transfer or discontinuation of service in respect of any electronic or telephone service on the Premises will be the responsibility of the Tenant. This is also applicable if the premises are fitted with an alarm and this requires be upgrading or improving or linking.

10. LANDLORD'S OBLIGATIONS

The Landlord shall -

- 10.1 ensure that the rates and/or levies, water and all other applicable service accounts in respect of the Premises are paid up to the Commencement Date;
- 10.2 keep and maintain the foundations, the exterior walls and roof of the Premises together with the external floors, walls and ceilings (save for sectional title schemes or share block schemes where the relevant body corporate or share block company shall be responsible therefore), but shall not be responsible for damage to any of the Tenant's possessions as a result of any defect of any nature whatsoever, whether patent or latent in the outside wall and roof, save to the extent that such liability is imposed by law. To the fullest extent allowed by law, the Landlord shall not be liable for any damage to any of the Tenant's or any third parties' possessions in or upon the Premises, caused by water or water leakage or otherwise on the Premises;

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- 10.3 on commencement of the Lease, have the Property professionally cleaned, including but not limited to carpets, windows, kitchen, bathrooms, cupboards and the like, prior to the Commencement Date. In the event that the Premises have not been cleaned to a professional standard, Univest Property Group (Pty) Ltd on behalf of the Tenant reserves the right to make the necessary arrangements for additional cleaning of the Premises and the cost thereof shall be for the Landlord's account.
- 10.4 on commencement of the lease, to have the garden clean and tidy and all garden debris cleared. The Agent reserves the right to check the property prior to the Commencement Date and if required appoint a professional gardening company to undertake such cleaning as may be necessary. All costs relating to the employment of such cleaning company shall be for the account of the Landlord.
- 10.5 If applicable the Landlord warrants that the irrigation system is in good working order and undertakes to fully explain its operation to the Tenant.
- 10.6 remedy, at his/her/its cost, any root invasion of the drains and sewers and any damage to or defect in the drains, sewers or guttering on or about the Premises, whether structural or caused by wear and tear;
- 10.7 effect any repairs required in respect of the pool motor and filtration plant (where applicable), other than deliberate and/or negligent damage caused by the Tenant;
- 10.8 keep the Premises and any fixtures, fittings or items of furniture on the Premises, belonging to the Landlord, insured to the full value thereof against damage caused by fire, flood and other usual risks under terms of insurance customarily applicable to Premises of this nature;
- 10.9 maintain and repair the major installations to the Premises, including without limitation, the geyser;
- 10.10 be responsible for the maintenance and safety of electrical, water and gas installation (if applicable) on the Premises provided that the Tenant will not interfere or otherwise tamper with such installations. The Tenant must immediately notify Univest Property Group (Pty) Ltd and the Landlord if any of these installations are not working properly or are not in good order or otherwise appear to be unsafe;
- 10.11 properly maintain and, where necessary, repair and/or replace at his/her/its cost, any doors, door handles, locks and keys, glass, windows, window fasteners, electrical fittings and fixtures, bath, basins, sanitary ware, water taps, burglar alarms, automated gates / garage doors and sprinkler systems, other than where any damage is caused by the deliberate and/or negligent actions or omissions of the Tenant or his/her/its invitees or guests, in which event it shall be the Tenant's responsibility. The Landlord shall also be responsible for any maintenance, repairs or replacement, as necessary, as a result of fair wear and tear in respect of any of the aforementioned items; and
- 10.12 in the event of a burglary of the Premises, the Landlord shall be liable to make good of any damages (to the building/structure) caused to the Premises by such burglary, subject to the availability of suitable contractors/workmen to quote for and effect the repairs.

11. INDEMINITY

- 11.1 The Landlord and/or Univest Property Group (Pty) Ltd shall not be responsible to the Tenant or any other person on the Premises for any injury or loss or damages (including damage or loss to any property or possessions on the Premises) which the Tenant or any member of the Tenant's family, or any employee or servant or relative, friend or acquaintance, visitor, invitee or guest of the Tenant may sustain directly or indirectly in or about the Premises arising from fire, flood, storm, riot, civil commotion, theft, robbery, accident or any other cause whatsoever, unless such liability is imposed by law.
- 11.2 In the event of the Tenant becoming aware of a potentially dangerous condition existing or arising on the Premises which, if unattended, could possibly lead to damage to the Premises or the Tenant, his family, friends, employees, invitees or any third party, the Tenant shall immediately upon becoming aware of such condition:
 - 11.1.1 notify the Landlord telephonically and, immediately thereafter, in writing per email or fax; and

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- 11.1.2 take such interim measures as is reasonable in the circumstances to ensure that such condition of the property will not result in any injury, loss or damage to anyone; failing which, the Tenant hereby indemnifies the Landlord against all claims of whatsoever nature or cause arising out of the condition of the property.
- 11.3 In the event that the Tenant notifies the Landlord as envisaged in 11.2 above of any potentially dangerous condition on the property and the Landlord, having been notified thereof fails to remedy the defect within a reasonable period in the circumstances, then the Landlord indemnifies the Tenant against any claims which may be made against the Tenant by any third party arising out of such potentially dangerous condition.
- 11.4 The Landlord and Univest Property Group (Pty) Ltd will not be responsible for any loss or inconvenience suffered as a result of a failure of a supply or service to the Premises, which is supplied by a third party or, in the event of any failure or interruption of the supply of water or electricity, or any other services supplied to the Premises.

12. BROKERAGE FEE

- 12.1 The Landlord shall, on commencement date, pay Univest Property Group (Pty) Ltd a procurement fee equal to **8% (plus VAT)** on the total cumulative rental payable by the Tenant for the period of the Lease Agreement.
- 12.2 If the lease agreement is renewed or extended in any way, the agent will be entitled to commission of **6% (plus VAT)** upfront on the value of the renewed lease agreement. Such commission shall be payable to Univest Property Group (Pty) Ltd on any extension of the fixed period of this Lease, including any extensions on a month- to-month basis.
- 12.3 Should the Landlord choose the management option; the Landlord shall pay Univest Property Group (Pty) Ltd a monthly Management Fee of _____% (plus VAT) of the monthly rental payable under the Lease Agreement for the duration of the Lease Agreement and this will be deducted off the monthly rental received. Management fee is billed in advance and payable on a monthly basis.
- 12.4 All amounts due to Univest Property Group (Pty) Ltd in terms of this Agreement, other than amounts which the Landlord is obliged to pay directly to any third parties concerned, shall be deducted, as a first charge, by Univest Property Group (Pty) Ltd from any Rental paid by the Tenant, balance of funds will be paid on commencement of lease.
- 12.5 Univest Property Group (Pty) Ltd shall receive the first month's rental and all deposits required in terms of the lease and pay over these amounts to the Landlord provided that all fees and Vat have been paid to the agent by the Landlord, funds will be paid over to the Landlord on commencement of lease.
- 12.6 The agents' responsibility to the Landlord shall only extend to procurement and screening the Tenant to lease as well as facilitate the signature of the lease agreement.
- 12.7 The agent will have no responsibility to monitor or enforce any term or condition of lease signed. The Landlord and Tenant will deal direct and enforce the obligations and rights in terms of the lease and should there be any dispute out of lease whatsoever this will be dealt directly between Tenant and Landlord.
- 12.8 It is agreed by all parties to this Lease that that the obligations of the Agent shall terminate once this Lease has been signed by all parties. It is recorded that the Landlord and the Agent have not entered into a maintenance or management agreement and there will be no obligation or duty upon the Agent to ensure that any maintenance, repairs or alterations are affected by either party. Should the Tenant require that certain repairs or maintenance or alterations be effected by the Landlord to the Property, the Tenant shall communicate directly with the Landlord in regard thereto. The Agent shall not be responsible to ensure that any payments payable by the Tenant in terms of this Lease are made.
- 12.9 The brokerage fee payable is not refundable in the event of early termination.

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- 12.10 Should the Tenant cancel this lease prior to the Expiry Date then the Tenant shall be liable to the Landlord for a pro-rata refund of the commission paid to Univest Property Group (Pty) Ltd for that period during which he/she/it has not honoured the lease.
- 12.11 Univest Property Group (Pty) Ltd has been the effective cause in introducing the Premises to the Tenant. Should the Tenant at any time during the fixed period or any renewal period, or within 90 (ninety) days after expiry of such fixed or renewal period of the Lease Agreement purchase the Premises, Univest Property Group (Pty) Ltd is deemed to have been mandated accordingly and the Landlord/SELLER agrees to pay Univest Property Group (Pty) Ltd commission plus VAT thereon on the sale. The percentage commission due to Univest Property Group (Pty) Ltd will be equal to the average commission charged by Univest Property Group (Pty) Ltd in the area, for the preceding 3 months, for similarly priced properties.”

13. MAINTENANCE COSTS & QUOTATIONS (NOT APPLICABLE TO PROCUREMENT LEASES)

- 13.1 The prior consent of the Landlord will not be required for necessary maintenance expenses provided this does not exceed R1 500.00 per expense.
- 13.2 Where applicable, Univest Property Group (Pty) Ltd will arrange for TWO quotations in respect of any maintenance and/or repairs required in respect of the Premises.
- 13.3 Univest Property Group (Pty) Ltd shall however always be entitled, but not obliged to, arrange for emergency repairs and repairs required to safeguard the Premises while let, regardless of the cost of such repairs and for such purpose the Landlord does not require any pre-quotation and furthermore authorises such work to be carried out. Univest Property Group (Pty) Ltd shall be entitled to set such expenses off against rent paid to Univest Property Group (Pty) Ltd by the Tenant.

14. INSPECTIONS AND DEFECTS

Entry

- 14.1 Prior to occupation, the Tenant and the Landlord shall arrange and conduct a joint inspection of the Premises, to see and record if there are any defects or damages to the Premises. The parties shall make a list of the defects and damages and attach such list to the Agreement.
- 14.2 The Landlord shall only be obliged to rectify the defects or damage referred to in such list to the extent specifically agreed to in writing by the Landlord.
- 14.3 If the Tenant fails to attend the inspection at the date and time mutually agreed upon then the Premises will be considered free from defects and in a good condition, fair wear and tear accepted.
- 14.4 Within 14 (fourteen) days of taking occupation of the Property, the Tenant shall notify the Landlord in writing of any additional patent defects in the Property. Failure to do so on his part shall constitute an acknowledgement that, save for any latent defects in the Property, the whole of the Property and/or any of the appurtenances or contents are in good and proper state of repair. The Landlord undertakes to repair any defects in the Property as soon as possible after receipt of such notification, and after such repairs, or where repairs are not required, the Tenant acknowledges the Property to be in a good and proper state of repair.

15. Exit

- 15.1 Upon termination of this Agreement (for whatever reason) the Tenant shall immediately vacate the Premises and restore possession of the Premises and all items thereof (including the pre-supplied electricity meter identification card (if applicable), and all keys, remotes and security access tags, as applicable, including duplicates made) to the Landlord in a good order and condition, fair wear and tear excepted.

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- 15.2 The Tenant shall be responsible for all costs of restoring possession of the Premises as contemplated in clause 14.4.
- 15.3 The Tenant shall engage a contractor reasonably acceptable to the Landlord or Univest Property Group (Pty) Ltd to have the home professionally cleaned (including the carpets). Univest Property Group (Pty) Ltd, on behalf of the Landlord, reserves the right to make the necessary arrangements for additional cleaning of the Premises if necessary and the cost thereof shall be for the Tenant's account.
- 15.4 The Tenant shall have the interior of the Premises professionally fumigated if the Tenant has kept pets of any nature whatsoever on the Premises.
- 15.5 Upon termination of the Lease (for whatever reason) the Landlord and Tenant will arrange a joint inspection of the Premises at a mutually convenient time not earlier than 3 (three) days before the Expiry Date or the date of termination of this Agreement to determine if any damage was caused to the Premises during the Tenant's occupation thereof.
- 15.6 The inspection of the Premises shall be at a time that is mutually convenient to the Tenant and the Landlord.
- 15.7 If the joint inspection takes place before the Tenant has fully vacated the Premises, then the Landlord shall have the right to re-inspect the Premises once entirely vacated by the Tenant to ascertain whether any damage has occurred in the course of vacating the Premises.
- 15.8 If the Tenant fails to respond to the request for an inspection, or fails to attend any such mutually arranged inspection, the Landlord shall inspect the Premises within 7 (seven) days after the Landlord has become aware that the Tenant has vacated the Premises in order to assess any damages or loss which occurred during the tenancy.
- 15.9 If the Tenant has not returned or restored possession of the Premises in the same good and clean condition in which it was at the Commencement Date, fair wear and tear excepted, then the Landlord shall have the right to arrange for the Premises to be cleaned by a professional cleaning service, at the Tenant's cost.

16. ACCESS TO PREMISES

- 16.1 The Tenant shall give the Landlord/agent or contractors, or other persons authorised by the Landlord, access to the Premises for the purpose of –
 - 16.1.1 showing prospective Tenant's, the Premises during the last 2 months of the Fixed Period or any renewal period, or at any other time in the case that the Lease endures on a month-to-month basis;
 - 16.1.2 showing prospective buyers, the Premises;
 - 16.1.3 inspecting the Premises;
 - 16.1.4 making any repairs;
- 16.2 The Landlord shall give at least 24hours notice to the Tenant of such inspection, via telephone, except in an emergency where the Landlord can access the property as soon as is required.
- 16.3 The Landlord/agent may place a "For Sale" sign at any time or a "To Let" sign on the Premises at any time during the last 2 months of the lease period, or any renewal period
- 16.4 The Tenant will allow 2 Sunday "Show days" during this 2-month period, or more by mutual agreement.
- 16.5 The Tenant will allow an investment buyer to view the property at all reasonable times, and by prior arrangement with the Tenant.

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17. DAMAGE OR DESTRUCTION

- 17.1 If during this Agreement the Premises is so damaged or destroyed that it cannot be beneficially occupied, this Lease will terminate unless the parties agree otherwise in writing.
- 17.2 If the Premises is significantly damaged but can still be beneficially (and legally and safely) occupied, this Lease will remain in force and the Landlord shall repair the damage without undue delay and the Tenant shall be entitled to a total or partial remission of the Rental so as to compensate the Tenant fairly for being deprived of beneficial occupation, whether in whole or in part due to the damage and subsequent repair work carried out on the Premises. The Tenant shall however not have any claim against the Landlord or Uninvest Property Group (Pty) Ltd for any damages in consequence of any such deprivation, including but not limited to, costs/expenses regarding vacating the Premises, relocating costs, finding and paying for alternative accommodation, save to the extent that such claim is imposed or allowed by law.
- 17.3 Should the Landlord consider that it is not commercially or financially feasible to reinstate or restore the Premises, the Landlord shall be entitled to terminate this Agreement. The Landlord shall inform the Tenant of such decision within 30 (thirty) days after the date on which the Premises was damaged, and the Tenant shall be entitled to a remission in rental for any period that it paid but did not have beneficial occupation of the Premises.
- 17.4 If the Landlord effects necessary repairs to the Premises, the Tenant shall be obliged to re-occupy the Premises, and the Tenant shall from such date of occupation be obliged to recommence with the rental and other payments. If the Premises are not made available to the Tenant within 30 (thirty) days after the occurrence of the damage, then the Tenant may at his/her/its election terminate this Agreement by giving notice in writing to the Landlord or Uninvest Property Group (Pty) Ltd.

18. ILLEGAL FOREIGNERS

If the Tenant is not a South African citizen, he/she warrants they are in possession of the required permits/or visas and is legally entitled to enter into this agreement for the duration of the lease, as defined in the Immigration Act, No 13 of 2002.

19. CANCELLATION & BREACH

- 19.1 Should the Tenant fail to pay any rental or any other amount payable by it in terms of this agreement promptly on due date, or breach any other terms of this agreement, and should the Tenant persist in such failure or breach for more than 5 (five) business days after receiving written notice from the Landlord to rectify the breach, the Landlord shall be entitled to cancel this agreement on notice in writing to the Tenant and to obtain possession of the premises and for this purpose to take whatever action may be necessary for the ejection of the Tenant from the premises without prejudice and in addition to all other rights available to the Landlord to claim rent already due and such further damages as the Landlord may sustain by reason of the Tenant's breach or default.
- 19.2 It is agreed between both the Landlord and the Tenant, that should the Tenant fail to pay the rent or Municipal costs due during the lease period, the Tenant's access into the Estate will be suspended by the Landlord.
- 19.3 If both the Landlord and the Tenant are not juristic persons, then the time period within which a party shall be given to remedy any defect shall be extended to 20 (twenty) business days.
- 19.4 The Lessee irrevocably acknowledges that to the extent that the Lessee may be legally entitled to the protection afforded by the provisions of the Prevention of Illegal Eviction from Unlawful Occupation of Land Act 19 of 1998 (hereinafter 'the Act'), such Act shall not apply to any proceedings for the Lessee's eviction from the Premises, in the event of same being necessary.
- 19.5 It is agreed between both the Lessor and the Lessee, that should the Lessee fail to pay the rent or Municipal costs due during the lease period, the Lessee's access into the Estate will be suspended by

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the Lessor.

20. CANCELLATION DISPUTE

- 20.1 If the Landlord cancels this agreement and the Tenant, disputing the right to cancel, remains in occupation of the premises, the Tenant shall be obliged to comply with all obligations of the Tenant set out in this agreement as if such cancellation had not taken place and the Landlord shall be entitled to enforce the Landlord's rights under this agreement
- 20.2 The acceptance by the Landlord of such payments shall be without prejudice to and shall not in any manner whatsoever affect the Landlord's rights to terminate this Lease and/or to claim any damages whatsoever.
- 20.3 Should the dispute be determined in favour of any Landlord, the payments made to the Landlord in terms of this clause shall be regarded as amounts paid by the Tenant in respect of any loss and/or damages sustained by the Landlord as a result of the Tenant's material breach.

21. ADDRESSES AND NOTICES

- 21.1 The Landlord chooses the address as stated in clause 1.2 of the Schedule and the Tenant chooses the Premises, for the service of all written notices and legal documents in terms of this Agreement (domicilium citandi et executandi).
- 21.2 Any party may at any time change that party's domicilium by notice in writing to the other, provided that the new domicilium is in the Republic of South Africa and consists of, or includes, a physical address at which process can be served. The new domicilium shall become effective 14 (fourteen) days after the giving of the notice in question.
- 21.3 Any notice which any party requires to give to the other party shall be:
- 21.3.1 delivered via email or by hand; and
- 21.3.2 if delivered by hand during business hours, it shall be presumed to have been received on the date of delivery. Any notice delivered after business hours or on a day which is not a business day will be presumed to have been received on the following business day. An e-mail will be presumed to have been received on the following business day after it was sent.

22. JURISDICTION OF MAGISTRATE'S COURTS

- 22.1 Either party hereto shall be entitled, but not obliged, to institute any proceeding arising out of or in connection with this Agreement in any magistrate's court having jurisdiction over either party notwithstanding that the proceedings may otherwise exceed the monetary jurisdiction of the magistrate's court. Both parties hereby consent in terms of Section 45 of the Magistrates Court Act to the jurisdiction of the magistrate's court in respect of any matters arising out from this Agreement.
- 22.2 The Landlord reserves the right to institute proceedings in the High Court, where permitted to do so in law. This Agreement shall be governed in accordance with the laws of the Republic of South Africa.

23. COSTS OF ENFORCING OBLIGATIONS

- 23.1 A party shall be liable for any costs, including reasonable attorney and own client charges, collection commission and tracing agent's charges, incurred by the other party in enforcing any of such other party's rights arising out of or in connection with this Agreement.
- 23.2 To the extent not recovered from the Tenant, the Landlord shall be liable for legal costs which may be

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THE LANDLORD:

DATED AND SIGNED at _____ on this _____ day of _____ 20____.

Signed _____
("the Landlord")

and duly authorized to sign

All Clauses, Terms & Conditions have been explained by the Agent, and have been acknowledged and understood.

THE TENANT:

DATED AND SIGNED at _____ on this _____ day of _____ 20____.

Signed _____
("the Tenant")

and duly authorized to sign

Signed _____
("the Tenant")

and duly authorized to sign

Signed _____
UNIVEST PROPERTY GROUP (PTY) LTD
(Johannesburg North Region)
("the Agent")

Univest Property Group (Pty) Ltd hereby accepts the benefits conferred upon it in terms of this Lease Agreement.

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