



POP IT INN

Popit Properties (Pty) Ltd
Trading As Pop It Inn
Reg. No. 92/03971/07
PO Box 56, Wittedrift 6603
Tel: (044) 535 9361
Fax: (044) 535 9364
Cell: 079 268 2306
E-mail: info@popitinn.co.za
www.popitinn.co.za

POP IT INN STORAGE LEASE entered into between: POPPIT PROPERTIES (PTY) LIMITED (Reg. No. 92/03971) of 18 Main Road, Wittedrift, Trading as POP IT INN and OCCUPANT

Name of Occupant:

ID / Registration Number:

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")*

Trading Name of occupant:

Residential Address:

Business Address:

Postal Address:

Postal code:

E-mail address:

Tel Numbers:

Bus: Home: Cell: Fax:

Banking details:

Bank: Branch Code:

Acc no:

In Name of:

For office use only

Contract period: From To

Acc No: Key Deposit:

Unit no & Location:

Monthly Rental: R Deposit: R

Date in: Date out:

Upfront payment (if any):

Payment method: Transfer Debit order Cash Cheque

Remarks:

1.THE LEASED PREMISES

The Lessor hereby lets to the Occupant who hires the premises namely:
Described as Unit.....
Situated in Wittedrift, Bitou Municipal Area on the terms and conditions set out herein.

2.PERIOD OF LEASE

The lease shall commence on the_____ and shall continue for a fixed period terminating on the _____. If the occupant is a natural person then the occupant will have the right to cancel the lease by giving the Lessor 20 business days’ notice in writing or other recorded manner and form.

Should the Lessor fail to notify the occupant, not more than 80 days and not less than 40 days before the fixed term lease expiry date, in writing or in any other recordable form of any material changes to the agreement and the options available to the occupant, the agreement will automatically continue on the same terms and conditions as set out in this agreement on a month to month basis should the agreement not be terminated on the termination date.

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 monthly rental shall be the sum of R_____ per month payable in advance on the_____ day of each month to the LESSOR, at the office of the Lessor at the business premises or by Electronic Funds Transfer into the Standard Bank account, Bramley, branch Number 004005, Account Number 001766864 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.DEPOSIT

Upon signature of this lease, the Occupant shall pay to the Lessor by way of a deposit an amount of R_____. The deposit shall be held in trust 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 premises 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 of 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 deposit, which shall be forfeited to the Lessor.

6.LIMITATION OF LESSORS LIABILITY

The Lessor shall not be liable to the Occupant for any injury of 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 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 shall, if he so wishes insure the goods 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 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:

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

9.4. The auction was advertised in two local newspapers of which one advertisement should be in English and one in Afrikaans.

9.5. The first advertisement is at least one week before the auction and the second is less than 5 days before the day of the auction.

9.6. The auction will be conducted by an independent auctioneer

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.

9.9. The LESSOR shall provide all contact details of the Occupant to the Auctioneer.

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 in the beginning of 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

Access 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 20

AS WITNESSES:
1. (ON BEHALF OF THE OCCUPANT)

PRINT NAME:

2.

THUS SIGNED AT ON THIS DAY OF 20

AS WITNESSES:
1. (ON BEHALF OF POPPIT PROPERTIES (PTY) LTD)

PRINT NAME:

2.

Banking Details

Bank: Standard Bank

Branch: Bramley

Branch No: 004005

Acc No: 001766864

Acc Name: POPPIT PROPERTIES (PTY) LTD Trading as POP IT INN

