

Bosmans Crossing B208 Lease Agreement

This furnished apartment lease (the "Agreement") is entered into by and between **Michael Anton Hoefnagel**, hereinafter "Lessor", and Kara Smith, hereinafter "Lessee". For the consideration herein stated, Lessor and Lessee covenant, contract and agree as follows:

1. **Grant of Lease.** The Lessor hereby leases unto the Lessee, and the Lessee rents from the Lessor, apartment number B208, located at Bosmans Crossing, Onderpapagaaigerg, Stellenbosch, together with all furnishings and appliances located therein (hereinafter the "contents") as listed on the schedule of furniture and appliances attached hereto as Exhibit "A". Included in this Agreement is the lease of two underground parking spaces of the leased property.
2. **Term of Lease.** The lease shall commence on 1 January 2026 and shall terminate on 31 December 2026.
3. **Rental Payments.** The Lessee agrees to pay to the Lessor as rent the sum of R16 500.00 per month for each month during the term of this lease. The rent is due on or before the first day of each month, and each monthly rental payment shall be prepaid at the beginning of the month.
4. **Deposit.** The Lessee shall pay to the Lessor, upon execution of this lease, a one-month rental deposit equal to R16 500.00. The deposit shall be held by the Lessor for any damages to the leased premises or to the contents during the term of this lease or upon its expiration, ordinary wear and tear excepted. Payment of the deposit shall not relieve the Lessee from making monthly rental payments, nor shall the deposit release the Lessee from liability for damages to the premises or its contents in excess of the deposit.
5. **Liability for Content Damage.** The Lessee hereby confesses liability to the Lessor for any damage or destruction to the contents listed on the schedule of furniture and appliances attached hereto as Exhibit "A", ordinary wear and tear excepted. Liability is limited to the amount necessary to repair any partial damage to said contents. The Lessee is also responsible and liable for repayment within ten (10) days to the Lessor for any repairs and/or replacements required due to injury or damage to the leased premises or its contents, whether said damage is caused by the Lessee, the Lessee's family, or any other person whom the Lessee invites or permits to be in or about the premises.

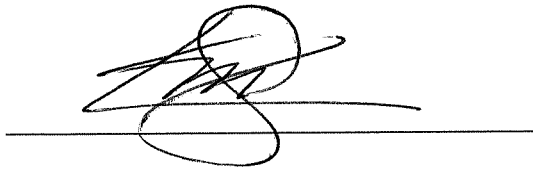
6. **Use of Premises.** The Lessee agrees and understands that the leased premises shall be used only as a private dwelling and for no other purpose whatsoever. No pets of any kind are permitted upon the premises. Failure to abide by this paragraph shall result in immediate eviction, without prior notice, and the forfeiture of all prepaid rent and deposits. The Lessee agrees to pay the usual prepaid electricity fees. The Lessor agrees to pay water fees, provided water use is reasonable (less than 500 litres per day), and to supply the apartment with uncapped Wi-Fi. The Lessee shall maintain the premises in good condition during the term of this Agreement and shall neither cause nor allow abuse of any facilities. Upon termination or expiration of the lease the Lessee shall return the property in as good condition as at the commencement of the term, reasonable wear and tear from use and obsolescence excepted. The Lessee shall pay the cost of replacing any lost or damaged keys. The Lessee shall not make or cause to be made any changes, alterations or additions, nor attach any objects of permanence to any part of the building, nor do anything that might cause injury or damage to the premises without the written consent of the Lessor. All personal property placed in or upon the premises by the Lessee shall be at the risk of the Lessee or the parties owning the property, and the Lessor shall in no event be liable for the loss or damage of any such property.
7. **Rights and Privileges of Lessor.** The Lessor reserves the right to enter the leased premises at reasonable times, as agreed to by the Lessee and the Lessor, for the purpose of inspecting the premises, showing them to prospective tenants or purchasers, and making reasonable repairs and alterations deemed necessary by the Lessor for the preservation of the leased premises or the building. The Lessor may remove any alterations, additions or fixtures that are affixed or erected in violation of this Agreement. The Lessor will keep the premises in a habitable condition and will be responsible for repairs to the premises other than minor repairs, which shall be the responsibility of the Lessee. It is understood that the Lessor, its agents and employees shall not be liable to any person for damages of any nature arising from any defect in the leased premises, the building in which the premises are located or any improvements therein, whether such defect exists at the time of execution of this lease or arises subsequently, and whether such defect was known or unknown at the time of injury or damage. The Lessor shall not be responsible or liable for any accident or damage to automobiles, persons or any other property utilising parking facilities on the premises. Failure of the Lessor to insist upon the strict performance of any term, covenant or agreement shall not be construed as a waiver or relinquishment of the Lessor's right to enforce such term, covenant or condition. Real estate taxes on the leased premises shall be paid by the Lessor.

8. **Insurance and Destruction of Premises.** Hazard, fire and content insurance shall be acquired and maintained by the Lessor, the proceeds of which shall be payable to the Lessor. In the event the leased premises are destroyed or rendered totally untenable by fire, windstorm or any other cause beyond the Lessor's control, this Agreement shall cease and terminate as of the date of such destruction and the rental shall then be accounted for between Lessor and Lessee, prorated as of that date. If the premises are damaged by fire, windstorm or other cause beyond the Lessor's control so as to render them partially untenable but repairable within a reasonable time, then this lease may remain in force and effect and the Lessor may, in the Lessor's sole discretion, restore the premises to substantially the condition they were in prior to such damage. In that event there shall be an abatement in rent in proportion to the relationship that the damaged portion of the premises bears to the whole of the premises.
9. **Termination of Lease.** If the Lessee fails to comply with any terms, conditions or covenants contained in this Agreement, including the payment of rent and amounts due for damages or injuries to the premises or contents, then upon giving twenty-four (24) hours' written notice to the Lessee the Lessor may terminate this lease and re-enter and retake possession of the premises. No such termination of this lease or recovery of possession shall relieve the Lessee from liability for damages. Notice of termination may be delivered to the Lessee at the address of the leased premises. In the event the Lessor employs an attorney to collect any rents or other charges due hereunder, to enforce any of the Lessee's covenants herein, or to protect the interests of the Lessor, the Lessee agrees to pay a reasonable attorney's fee and all expenses and costs incurred.
10. **Assignment or Transfer.** The Lessee shall not have the right or power to transfer, assign or sublease this lease or any provision thereof without the express written consent of the Lessor.
11. **Heirs and Assigns.** All covenants of this lease shall succeed to and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties hereto, but nothing contained herein shall be construed so as to allow the Lessee to transfer or assign this lease in violation of any term hereof.
12. **Entire Agreement.** This Agreement contains the entire agreement between the parties and neither party is bound by any representations or agreements of any kind except as contained herein.

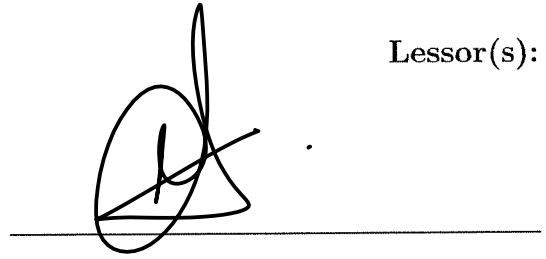
Witness our signatures this 31st day of August, 2025.



Lessee(s):



Lessor(s):



Schedule of Furniture and Appliances (Exhibit A)

Furniture of the leased premises includes, but is not limited to, the following items:

- Living-room curtains;
- Bedroom curtains;
- Kitchen curtains;

Personal Details

Lessor

Name: Michael Hoefnagel;

ID: 9210315569083;

Home address: 5 Kiewiet, Onderpapagaaiberg, Stellenbosch, 7600;

Contact: 083 658 7927;

Signature: 

Lessee

Name: Kara May Smith

ID: 0706040182083

Home address: House 111 ("uilsrus"), Solace Farm, Off-Appietiser Road, Grabouw

Signature: 

