BOSMANS CROSSING B208 LEASE AGREEMENT

This Furnished Apartment Lease is entered into by and between Michael Anton Hoefnagel, hereinafter "Lessor", and Chrissboffel Zwiegeber Monte, hereinafter "Lessee".

For the consideration herein stated, Lessor and Lessee do hereby covenant, contract and agree as follows:

- 1. **GRANT OF LEASE:** Lessor does hereby lease unto Lessee, and Lessee does hereby rent from Lessor, apartment number B208, located at Bosmans Crossing, Onderpapagaaigerg, Stellenbosch, together with all furnishings and appliances located therein, hereinafter "contents", listed on the schedule of furniture and appliances attached hereto as Exhibit "A". Included in this lease agreement is the lease of the underground parking number 60 of Block B of the leased property unto the lessee.
- 2. **TERM OF LEASE:** This lease shall commence on the 1st day of December 2023, and terminate on the 30th day of November 2024.
- 3. **RENTAL PAYMENTS:** Lessee agrees to pay unto Lessor as rent the sum of R12400.00 per month for each month during the term of this lease, said sum being due on or before the 1st day of each month. Each monthly rental payment shall be prepaid at the beginning of each month.
- 4. **DEPOSIT:** Lessee shall also pay unto Lessor as a one month rental deposit, the sum of R12400.00, upon the execution of this lease to be held by Lessor for any damages to the leased premises, or to the contents therein, during the term of this lease, or upon the expiration of this lease, ordinary wear and tear excepted. Said deposit shall not relieve Lessee from making any monthly rental payment, nor shall said deposit release Lessee for damages to the premises or the contents therein in excess of said deposit.
- 5. **LIABILITY FOR CONTENT DAMAGE:** Lessee does hereby confess liability to 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. The amount of liability shall be the determined in the amount necessary to repair any partial damage to said contents, ordinary wear and tear excepted. Lessee shall also be responsible and liable for repayment within ten (10) days to Lessor, for Lessor making repairs and/or replacements that may be required by injury or damage to the leased premises or its contents, whether said damage was caused by Lessee,

Lessee's family, or any other person or persons whom Lessee invited or permits to be in or about the leased premises.

- 6. **USE OF PREMISES:** It is agreed and understood by Lessee that the leased premises shall be used only as a private dwelling, and for no other purposes whatsoever. It is further agreed and understood by Lessee that **NO PETS** of any kind shall be allowed upon the leased premises. Failure to abide by this paragraph will result in immediate eviction, without prior notice, and forfeiture of all prepaid rent and deposits. The Lessee agrees to pay the usual prepaid electric fees, Lessor agrees to pay water fees, provided water use is reasonable (less than 500) per day, and the Lessor agree to supply the apartment with WiFi. Lessee shall maintain the premises in good condition during the continuance of this agreement, and shall neither cause, nor allow, any abuse of the facilities therein, and upon the termination or expiration thereof, shall redeliver the property in as good condition as at the commencement of the term, or as may be put in during the term, reasonable wear and tear from use and obsolescence excepted. Lessee shall pay the expenses for replacing all keys which are lost or damaged. Lessee shall not make, or cause to be made, any changes. alterations, additions, or attach any objects of permanence to portions of the building, or do anything that might cause injury or damage to the leased premises without the written consent of Lessor. All personal property placed in or upon the leased premises by Lessee shall be at the risk of the Lessee. or the parties owning same, and 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 Lessor, for the purpose of inspecting the same, and/or showing the same to prospective tenants or purchasers, and to make such reasonable repairs and alterations as may be deemed necessary by Lessor for the preservation of the leased premised or the building, and to remove any alterations, additions, fixtures, and any other objects which may be affixed or erected in violation of the terms of this agreement. 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 Lessee. It is agreed and understood that Lessor, it's agents and employees shall not be liable to any person for any damages of any nature which may occur at any time on account of any defect in the leased premises, the building in which the leased premises are situated or the improvements therein, whether said defect exists at the time of execution of this lease, or arises subsequent hereto and whether such defect was known or unknown at the time of such injury or damage, or for damages from fire, wind, rain or

any other cause whatsoever, all claims for such injuries and damages being specifically waived by Lessee. Lessor shall not be responsible or liable for any accident or damage to automobiles, persons, or any other equipment or persons utilising parking facilities upon the leased premises. The failure of Lessor to insist upon the strict performance of the terms, covenants, and agreements hereto shall not be construed as a waiver or relinquishment of Lessor's right thereafter to enforce any such term, covenant, or condition, but the same shall continue in full force and effect. Real estate taxes on the leased premises shall be paid by Lessor.

- 8. INSURANCE AND DESTRUCTION OF PREMISES: Hazard, fire and content insurance shall be acquired and maintained by Lessor, the proceeds of which shall be payable to Lessor. In the event the leased premises shall be destroyed or rendered totally untenantable by fire, windstorm, or other cause beyond the control of Lessor, 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 up to the time of such damage or destruction of aid premises, the same being prorated as of that date. In the event the leased premises are damaged by fire, windstorm or other cause beyond the control of Lessor so as to render the same partially untenantable, but repairable within a reasonable time, then this lease may remain in force and effect and the Lessor may, in Lessor's sole discretion, within a reasonable time restore said premises to substantially the condition the same were in prior to said damage, and there shall be an abatement in rent in proportion to the relationship the damaged portion of the leased premises bears to the whole of said premises.
- 9. **TERMINATION OF LEASE:** If Lessee fails to comply with any of the terms, condition, or covenants contained in this agreement, including the payment of rent and amounts due by Lessee for damages or injuries to the leased premises, or contents, then upon giving twenty-four (24) hours written notice to Lessee, Lessor may terminate this lease and re-enter and retake possession of the leased premises, but no such termination of this lease or recovering possession for damages. Notice of termination may be delivered to Lessee at the address of the leased premises. In the event that Lessor employs an attorney to collect any rents, or other charges due hereunder by Lessee, or to enforce any of Lessee's covenants herein, or to protect the interest of the Lessor hereunder, Lessee agrees to pay a reasonable attorney's fee and all expenses and costs incurred thereby.
- 10. **ASSIGNMENT OR TRANSFER:** 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:** It is agreed and understood that 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 hereto and neither party is bound by any representations or agreements of any kind except as contained herein.

WITNESS OUR SIGNATURES this the 14 day of October, 2023.

LESSOR(S)	
	W. W. T. W.
LESSEE(S)	

SCHEDULE OF FURNITURE AND APPLIANCES

Bosmans Crossing B208

EXHIBIT A: Furniture

Furniture of the leased premises include, but are not limited to, the following items:

1. Living room curtains

2. Bedroom curtains

3. Kitchen curtains

Personal Details

Lessor

Name: Michael Hoefnagel

ID: 9210315569083

Home address: 20 Fisant, Onder Papagaaiberg, Stellenbosch, 7600

Contact: 083 658 7927

Signature

Lessee

Name: Christo Nortje

D: 7302185096081

Home address: Blydeverwacht Farm, Wellington, 7655

Contact: 0827894037

Signature 2

ADDENDUM TO LEASE AGREEMENT

This Addendum is made and entered into this 11th day of May, 2024, by and between Michael Hoefnagel, the Lessor, and Charles Work , the Lessee(s), and is an integral part of the lease agreement above, concerning the property located at Flat B208 Bosman's Crossing.

1. Extension of Lease Term

The term of the lease agreement referenced above is hereby extended. The new lease term shall commence on December 1, 2024, and shall terminate on December 1, 2025.

2. Adjustment of Rent

Commencing on December 1, 2024, the monthly rent payable under the lease agreement shall be increased to R13268. The Lessee agrees to pay such adjusted rent on the first day of each month during the extended term.

3. Lease Continuation

All other terms and conditions of the original lease agreement not modified by this addendum shall remain in full force and effect. This addendum shall be deemed part of the original lease agreement between the parties as if fully set forth therein.

4. Entire Agreement

This Addendum contains the entire agreement between the parties with respect to the matter set forth herein and shall not be modified, changed, altered, or amended in any way except through a written amendment signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Addendum to Lease Agreement on the dates indicated below.

Lessor:	
Name: Michael Hoefnagel	
Signature:	
Date: 11 May 2024	

Lessee(s):
Name: Christo Worty
Signature:
Date: 1/ May 2024