

## Agreement of Lease

THIS LEASE made and entered this 1st day of Oct, 20-23, by and between:  
(Hereinafter called "Owner / Landlord") Tlamelo Titus Diphale (ID Number 27421871 P.O Box 403642, Gaborone, Cell Number +267 77895283) and Name & details: Thembinkosi Mololwane (ID: 600416213, P O Box 1990 ABG Sebele) of Upf Services (Pty)Ltd (Hereinafter called "Tenant /Resident "),

WITNESS THAT:

### 1. LEASE TERM

The Owner does hereby lease to Tenant the residential property located at Plot 28304, Block 3 Gaborone. The term of this lease shall commence on the 1st day of September 2023 and expire on the 31st day of December 2024, being a year lease.

The owner shall have the right to renew this lease on its expiration for a further period agreed upon by both parties. The owner shall exercise this option to renew by giving the tenant written notice of this intention Two (2) calendar months before the expiration of this lease being by December 2024.

### 2. RENTAL

The Tenant agrees to pay, without demand, to the Landlord as rent for the property the sum of P4000.00 (Four thousand pula) per month in advance on the 1st day of each calendar month, rent to be deposited into The Owner's Bank Account: FNBB Gaborone Industrial 57131145859.

This rent payment must be received on or before the due date (10<sup>th</sup> Monthly). Late fees will accrue at the rate of P50/ day until rent is paid for the subsequent 7 days overdue. Following which the Breach Clause (5) will affect. Further, Rent will increase to P4500.00 (Four thousand and five hundred pula) by December 2024 upon house lease renewal.

### 3. SECURITY DEPOSIT

Owner hereby acknowledges receipt from Tenant of P2000.00 (received on the 1<sup>st</sup> of September 2023) as security deposit for this current Lease to be returned to Tenant, **Without Interest**, following the full and faithful performance by Tenant of this current Lease. In the event of damage to the House caused by Tenant or Tenant's family (occupants), or visitors, Landlord may use funds from the deposit to repair, but is not limited to this fund and Tenant remains liable. The security deposit shall be refunded only if:

- (a) a sixty (60) day / 2 Months written notice of intention to vacate is given by Tenant to Owner prior to the expiration of this Lease or agreed termination date as stipulated in **Clause 4** of this Agreement;
- (b) the keys are promptly returned to the Owner; and
- (c) the house and its contents are found, upon inspection, to be in good, clean condition with no unusual ordinary wear and tear expected.

### 4. TERMINATION OF THIS LEASE AGREEMENT

This lease agreement **cannot** be terminated under any circumstances by any of the parties the **first 6 months** of the lease unless agreed upon. After the first 6 months, the Agreement can be terminated by either party (Landlord or Tenant) by providing **60 days (or 2 Calendar Months)** written notice of intention to terminate to the other party.

## 5. FORFEITURE OF SECURITY DEPOSIT – DEFAULT / BREACH

It is understood and agreed that Tenant shall not attempt to apply or deduct any portion of any security deposit from the last or any month's rent or use or apply any such security deposit at any time in lieu of payment of rent. If Tenant fails to comply, such security deposit shall be forfeited and Landlord may recover the rent due as if any such deposit had not been applied or deducted from the rent due. For the purposes of this paragraph, it shall be conclusively presumed that a Tenant leaving the Premises while owing rent is making an attempted deduction of deposits. Furthermore, any deposit shall be held as a guarantee that Tenant shall perform the obligations of the Lease and shall be forfeited by the Tenant should Tenant breach any of the terms and conditions of this Lease. In the event of default, by Tenant, of any obligation in this Lease which is not cured by Tenant within Fourteen (14) days' notice from Landlord, then in addition to forfeiture of the Security Deposit, Landlord may pursue any other remedy available at law, equity or otherwise. The landlord also in this event including any event of failure to pay rent reserves the right to evict the tenant.

## 6. USE OF PREMISES.

A. The House shall be used and occupied by Tenant exclusively as a private single-family residence. Neither the House nor any part of the House or yard shall be used at any time during the term of this Lease for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single-family residence.

B. Tenant shall comply with all the health and sanitary laws, ordinances, rules, and orders of appropriate governmental authorities and homes associations, if any, with respect to the House.

## 7. CONDITION OF PREMISES.

A. Tenant agrees that Tenant has examined the House, including the grounds and all buildings and improvements, and that they are, at the time of this Lease, in good order, good repair, safe, clean, and tenantable condition.

B. Landlord and Tenant agree that a copy of the "Joint Inspection," the original of which is maintained by Landlord and a copy provided to Tenant, attached hereto reflects the condition of the House at the commencement of Tenant's occupancy.

## 8. ASSIGNMENT AND SUBLETTING.

A. Tenant **shall not** assign this Lease, or sublet or grant any concession or licence to use the House or any part of the House without Landlord's prior written consent.

B. Any assignment, subletting, concession, or licence without the prior written consent of the Landlord, or an assignment or subletting by operation of law, shall be void and, at Landlord's option, terminate this Lease.

## 9. ALTERATIONS AND IMPROVEMENTS.

A. Tenant **shall make no alterations** to the House or construct any building or make other improvements without the prior written consent of the Landlord.

B. All alterations, changes, and improvements built, constructed, or placed on or around the House by Tenant, with the exception of fixtures properly removable without damage to the House and movable personal property, shall, unless otherwise provided by written agreement between Landlord and Tenant, be the property of Landlord and remain at the expiration or earlier termination of this Lease.



10. DAMAGE TO PREMISES.

If the House, or any part of the House, shall be partially damaged by fire or other casualty not due to Tenant's negligence or willful act, or that of Tenant's family, agent, or visitor, there shall be an abatement of rent corresponding with the time during which, and the extent to which, the House is untenable. If the Landlord shall decide not to rebuild or repair, the term of this Lease shall end and the rent shall be prorated up to the time of the damage.

11. DANGEROUS MATERIALS.

Tenant shall not keep or have on or around the House any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on or around the House or that might be considered hazardous.

12. UTILITIES.

Tenant shall be responsible for arranging and paying for all utility services required on the premises. Tenant shall not default on any obligation to a utility provider for utility services at the House. Upon vacation of the property, the tenant will settle and provide evidence of all outstanding utility bills. The tenant will facilitate the process of handing over the accounts and signing all required documents to achieve this back to the landlord or said person(s).

13. MAINTENANCE AND REPAIR.

A. Tenant will, at Tenant's sole expense, keep and maintain the House and appurtenances in good and sanitary condition and repair during the term of this Lease. In particular, Tenant shall keep the fixtures in the House in good order and repair; keep the furnace clean; and keep the walks free from dirt and debris. Tenant shall, at Tenant's sole expense, make all required repairs to the plumbing, stove, oven, heating apparatus (such as geysers), electric, other mechanical devices and systems, floors, ceilings and walls whenever damage to such items shall have resulted from Tenant's misuse, waste, or neglect, or that of the Tenant's family or visitor.

B. Tenant agrees that no signs shall be placed or painting done on or about the House by Tenant without the prior written consent of Landlord.

C. Tenant agrees to promptly notify Landlord in the event of any damage, defect or destruction of the House, or the failure of any of Landlord's appliances or mechanical systems, and except for repairs or replacements that are the obligation of Tenant pursuant to Subsection A above, Landlord shall use its best efforts to repair or replace such damaged or defective area, appliance or mechanical system.

14. ANIMALS.

Tenant shall keep no more than 2 domestic animals in the House.

15. RIGHT OF INSPECTION.

Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Lease and any renewal of this Lease to enter the House for the purpose of inspecting the premises and/or making any repairs to the premises or other item as required under this Lease.

16. DISPLAY OF SIGNS.

During the last thirty (30) days of this Lease, Landlord or Landlord's agent may display "For Sale" or "For Rent" or "Vacancy" or similar signs on or about the House and enter to show the House to prospective purchasers or tenants.

17. SURRENDER OF PREMISES.

At the expiration of the Lease, Tenant shall quit and surrender the House in as good a condition as it was at the commencement of this Lease, reasonable wear and tear and damages by the elements excepted.

18. ABANDONMENT.

If at any time during the term of this Lease, Tenant abandons the House or any of Tenant's personal property in or about the House, Landlord shall have the following rights: Landlord may, at Landlord's option, enter the House by any means without liability to Tenant for damages and may relet the House, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting; Also, at Landlord's option, Landlord may hold Tenant liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by Landlord by means of such reletting. Landlord may also dispose of any of Tenant's abandoned personal property as Landlord deems appropriate, without liability to Tenant. Landlord is entitled to presume that Tenant has abandoned the House if Tenant removes substantially all of Tenant's furnishings from the House, if the House is unoccupied for a period of two (2) consecutive weeks, or if it would otherwise be reasonable for Landlord to presume under the circumstances that the Tenant has abandoned the House.

19. SEVERABILITY.

If any part or parts of this Lease shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect.

20. INSURANCE.

Tenant acknowledges that Landlord will not provide insurance coverage for Tenant's property, nor shall Landlord be responsible for any loss of Tenant's property, whether by theft, fire, acts of God, or otherwise.

21. BINDING EFFECT.

The covenants and conditions contained in the Lease shall apply to and bind the heirs, legal representatives, and permitted assigns of the parties.

22. ENTIRE AGREEMENT.

This Lease shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease is hereby superseded. This Lease may be modified only by a writing signed by both Landlord and Tenant.

23. NOTICES.

Any notice required or otherwise given pursuant to this Lease shall be in writing; hand delivered, mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, if to Tenant, at the House and if to Landlord, at the address for payment of rent.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed the day and year first above written.

This lease is signed in the presence of both parties and witnesses.

LANDLORD / OWNER

Signature

Date


Print Name

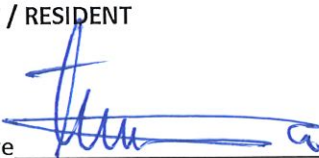
TENANT / RESIDENT

Signature

Date

Print Name

  
01/09/23  
Thembinkosi Mdlwane

  
01/09/2023  
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