

LEASE AGREEMENT

between

MAJOJOS RESIDENCE

Reg: 2020/113139/07

hereinafter referred to as the LESSOR

Represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

and

(First name/s and surname)

Hereinafter referred as the LESSEE

1. **SCHEDULE**

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| --- | --- |
| **ITEM**  **NO.** | **SCHEDULE OF LEASE AGREEMENT** |
| **1.1** | Student Names: Student No. |
| **1.2** | Student ID: |
| Institution: |
| Course: |
| Year: |
| Student’s age at the date of signing: |
| Student’s Contacts:  E-mail address: |
| **1.3** | Student’s Parent/ Guardian’s names:  Contacts: |
| E-mail address: |
| **1.4** | The lease premises are: Room number (or such other rooms as may  allocated) |
| **1.5** | The Period: Months |
| **1.6** | Commencement date:………………………………….. |
| **1.7** | Termination Date:………………………………………. |
| **1.8** | Monthly rental and other amounts payable:……………………………………………….. |
| **1.9** | Furniture supplied: Bed with mattress, Desk and chair, wall-drop, refrigerator, microwave, iron. |
| **1.10** | Upfront deposit: R0.00………………..date paid…………………………………… |
| **1.11** | The premise is not air-conditioned by the Lessor. |

|  |  |
| --- | --- |
| **1.12** | **Student financial commitment:** I (name) …………………………………………………  Accept that I am obliged to pay full rental amount as reflected in this agreement if it happens that I lose my bursary while residing Majojos Residence. |
| **1.13** | The Lessee’ domicilium detail:  Portion 02 of Plot 102, White River Estate, White River 1240 |
| **1.14** | Use of premises: Student accommodation |
| **1.15** | **Students under age:** This lease must be co-signed by a parent/guardian for a minor,  within 14 days of occupation, failing which this lease will become void. |
| **1.16** | **TO BE COMPLETED BY NON BURSARY STUDENTS:**  **Student financial commitment:** I (name) …………………………………………………  confirm that financially my parents/guardian/self can afford to make payment on the rental amount as reflected in this agreement, and that they approve of the fact that I reside within Majojos Residence. |
| **1.17** | Payment to be made by: (mark with X)  Self…………………...Parent/Family…………………………...Bursary…………………….  Other. If by person other than self, please give the following information. Name:… Contact number:  ……………………………………….. |
| **1.18** | First National bank, Account Number 62844911554,  Branch code 250016, Branch Name is Nelspruit Pinnacle 794, Business Account. |

**SIGNED BY THE PARTIES AS FOLLOWS:**

LESSOR’s Signature Place …………………………………………………

(Who is signing in a representative capacity, Warrants that he is duly authorised thereto)

Date:……………………………………………………..

LESSEE’s signature ……………………………………………………Place……………………………………………….

(signature confirms that content has been read and is understood) Date:…………………………………………

Guardian (if Lessee is a minor)

# The premises, period and right to lease:

* 1. The Lessor hereby let to the Lessee who hereby hires from the Lessor the Premise. The lease shall commence on the Commencement Date and terminate on Termination Date.

# Rental

* 1. The rental shall be payable monthly in advance, without deduction, on the first day of each and every month of this lease and any extension thereof, and shall be the amount payable as stated in

1.12 of the Schedule for the period of the lease. The rental is payable to the Lessor at the place referred to in 1.18 of the Schedule or such other place as the Lessor may from time to time direct. Failure to make timeous payments by the lessee, shall be breach of contract, and paragraph 21.1 shall apply.

# Upfront deposit and registration fee

* 1. The Lessee shall on signature of this agreement pay an upfront registration fee to the Lessor of a sum equal to the amount recorded in 1.10 of the Schedule. On signature hereof the Lessee shall pay the deposit to the Lessor, which will be refunded within 7 days’ after termination of the agreement after deducting any damages to the premises, if applicable, subject to paragraph 19.1.

# Use of premises

* 1. The Premises shall be used for residential purposes only and for no other purpose whatsoever and the Lessee shall not cause or permit any disorderly conduct of whatsoever nature upon the Premises, nor do or permit to be done any act, matter or thing about the Premises which shall constitute a nuisance or any inconvenience to the neighbours or any other person or persons.

# Cession and assignment

* 1. The Lessee shall not cede or assign this lease, either in whole or in part, nor sublet the Premises or any portion thereof, nor permit or allow any other person or persons to occupy the Premises or to reside thereon or to obtain possession thereof, with or without remuneration

# Electricity and water

* 1. Included in the rental is the charge for the use and consumption by the Lessee of all electric current and water consumed upon the Premises upon the level determined by the Lessor. Any consumption over and above the that level will divided and charged to the accounts of all the occupants equally.

# Insurance premiums

* 1. The Lessee shall not bring, nor permit to be brought, upon the Premises any goods, furniture or effects which may by their nature increase the rate of insurance premiums payable by the Lessor or vitiate the fire insurance policy held shall be deemed to include, inter alia, maintenance and repairs where necessary to all furniture, doors, windows, electric bulbs and connections, taps, drains, sewerage and the keeping of all sewerage free from blockage.
  2. Should it be found by the Lessee after taking occupation of the Premises that there are items of the Premises or of the furniture that are not in good order and condition, then the Lessee shall notify the Lessor of such other items within 7 (seven) days of the commencement of this lease failing which such items shall be deemed to have been handed over in complete good order and condition.
  3. Should the Lessee fail to comply with the afore going conditions, the Lessor may on behalf of the Lessee expend any sum necessary for the maintenance etc. as referred to in this paragraph, and any amounts.

# Bye-laws

* 1. The Lessee shall strictly observe all Government, Provincial and Municipal Laws, Bye-Laws and Regulations applicable to the Premises and the conditions of title of the Property.

# Rules

* 1. The Lessor has imposed rules relating to the occupants of the Building, which are aimed at protecting the safe and equal enjoyment of the use of the Building and the Premises for all the occupants of the Building.
  2. The Lessee by his signature hereto hereby agrees to be bound by the rules relating to the Building and ensure that the Lessee, his/ her guests or invitees at all times obey the rules.
  3. Failure to comply with the rules will constitute a breach of this lease, and any breach, will be dealt with in accordance to paragraph 19.1.

1. **Security**
   1. The Lessor has imposed rules relating to the occupants of the Building, which are aimed at protecting the safe and equal enjoyment of the use of the Building and the Premises for all the occupants of the Building.
   2. The Lessor shall be entitled to install such access security measures to the Building as it, in its sole discretion may decide and the Lessee shall be obliged to comply with any procedures or rules relating to that security.

# Lessor's Maintenance

* 1. The Lessor shall be responsible for maintaining the main walls, roof and other structural parts of the Building in good order and repair. The Lessor shall not be responsible for any loss or damage which the Lessee may sustain as a result of the main walls, roof or other structural parts of the Premises being or becoming in a defective condition nor as a result of any act or omission on the part of the Lessor or his servants.

# Lessee's Maintenance

* 1. The Lessee acknowledges that at the Commencement Date the Premises and the furniture in the Premises referred to in 1.9 of the Schedule is in good order and condition and that all keys, locks, glass windows, electrical installations and other appurtenances are likewise, in good order and condition. The Lessee hereby agrees and undertakes to keep and maintain the Premises and the furniture situated therein in good order and condition and in a clean, sanitary and tenantable condition during the currency of this lease and any renewal thereof and undertakes that at the termination of this lease it will return and redeliver the Premises and the furniture to the Lessor in like good order, condition, fair wear and tear only excepted. The damages to furniture and all premise items shall be payable be the Lessee on demand.

# Electrical Installations

* 1. The Lessee hereby undertakes in no manner whatsoever to interfere with the present electrical installations on the Premises without the consent of the Lessor. He or She shall not connect electric lamps, motor or heaters other than those designed for use for the electric current supplied to the Premises. The Lessee shall be liable for all damages done to such electrical installations by "short circuits" and related damages.

# Damage to The Premises

* 1. The Lessee shall not drive nor permit to be driven any nails or screws into the walls or ceilings of the Premises or any portion of the Premises.
  2. The Lessee shall not make or permit any alterations, additions or improvements to the Premises without obtaining the prior approval of the Lessor, in writing.

# Insurance

* 1. The Lessor shall insure and keep insured to the full value thereof the Building against risk of damage by fire and other risks as the Lessor may require.
  2. The Lessee shall be responsible, if he/ she so desires, for effecting in his/ her own name a policy or policies to cover his/ her possessions and the other effects upon the Premises and shall pay the premiums in respect thereof.
  3. The Lessor shall not be responsible for any loss or damage or any personal injury suffered by the Lessee or his visitors or invitees, in the Building, irrespective of whether such loss or injury is caused by fire, storm, riot, civil commotion, theft, robbery, accident or other cause whatsoever.

# Lessor's Access

* 1. The Lessor or his agent shall be entitled at all reasonable times to enter the Premises to inspect the condition thereof and with its workmen, agents or others, to execute such repairs to the Premises, both external and internal, as shall be compatible with the proper repair and upkeep of the Premises and the Building.

# Keys

* 1. The Lessee shall be handed prior to commencement of this lease, the keys to the Premises being a full set in number and undertakes that upon termination of this lease he shall return to the Lessor not less than the aforesaid number of keys. In the event of the Lessee misplacing the Keys, new keys will be provided by the Lessor, at the Lessee’s expense.

# Damage to The Premises

* 1. The Lessee shall be liable for any damages done to the Premises or the Building or any part thereof by reason of moving any furniture or other things to or from the Premises and in any act of negligence. The Lessor will hire a qualified technician to fix the damage or replacement at the full costs of the Lessee in whom the damaged is committed.

# Destruction of Premises

* 1. Should the Building in which the Premises is situate be destroyed by fire or through any other cause during the period of this lease in such manner to render the Premises untreatable, then this lease shall in consequence be terminated. Should the Building be only damaged or partially destroyed by fire or through any other cause, but the Premises remains tenantable then this lease shall not be terminated and the Lessee shall continue to pay the rent payable.

# Breach

* 1. In the event of any breach or if the Lessee failing to pay the rental within the specified time period as set out in clause 3 and fails to make payment within FIVE (5) DAYS (or such longer reasonable period to which the Lessor consents) then and in either event it shall be lawful for the Lessor but it shall not be obliged to:
     1. cancel the lease and to enter into and take possession of the leased premises, without prejudice, however, to any right of action which shall have accrued or shall accrue to the Lessor against the Lessee in respect of arrear rental or damages which right of action shall remain of the same force and effect as if the Lease had never been cancelled or;
     2. vary the terms of the Lease by making it thereafter terminable on ONE (1) months’ notice given by the Lessor.
  2. Should the lease agreement be terminated early for any reason, the lessor may withhold the refunding of the deposit to cover costs, including the loss of rental for the period of lease not fulfilled.
  3. Should this agreement be cancelled as a result of a breach committed by the lessee, then the lessee shall be duty bound to pay a penalty to the lessor in an amount equal to 2 months’ rental and in addition the lessor shall be entitled to retain the deposit referred in 1.10 of the schedule. The retention of which together with such penalty shall be regarded as “Rouwkoop” and or pre- estimated damages.

# Contravention

* 1. Notwithstanding anything elsewhere herein contained, should the rental payable or any sum or sums payable by the Lessee hereunder not be paid on due date, or should the Lessee in any other respect contravene any one or more of the provisions of this lease or the rules of the Building, or fail in the observance of any one or more of the provisions of this lease or the rules of the Building, the Lessor shall, notwithstanding any prior waiver on his part of any of his rights hereunder and without prejudice to any other rights which he may have according to law, immediately and without prior notice, be entitled to cancel this lease and to obtain repossession of the Premises and for that purpose to take whatever action may be necessary for the ejectment of the Lessee and/or any other occupant thereof. The Lessor's rights in terms of this clause shall be without prejudice to any claim he may have for rental already due and for such further damages as the Lessor may sustain by reason of the Lessee's breach of this lease.

# Domicile

* 1. Any notice required to be given under this lease shall be sent in writing to the Lessor at *Portion 02 of Plot 102, White River Central,* or such other address as the Lessor may stipulate in writing from time to time, and to the Lessee at the domicile referred to in the Schedule or such other address as the Lessee may stipulate in writing from time to time, at which addresses they respectively choose as their "domicilium citandi et executandi".

# Notices

* 1. Any notice to be given by either party to the other shall be of no force or effect unless sent by prepaid registered post, or if hand delivered in person.

# Costs

* 1. The administration charge referred to in the Schedule being the costs of and incidental to the preparation of this lease and stamp duty payable on this lease as reflected in the Schedule shall be borne and paid by the Lessor.

# Extension

* 1. Any agreement for the extension of this Lease Agreement shall be by mutual agreement between the Lessor and Lessee and reduced to writing.

# Entire agreement

* 1. It is hereby further specifically agreed that this agreement contains all the terms and conditions of the contract of lease entered into by the Lessee and the Lessor and the Lessee acknowledges and agrees that any representations, which may have been made by any other person that the Lessor shall not be binding or enforceable against the Lessor.

# Invalid clause

* 1. In the event that of any clause in Lease being held to be invalid, void or unenforceable for any reason, it is agreed between the parties that such clause shall be severed from the remaining clauses of the Lease, which Lease shall be deemed to be valid and enforceable.

# Indemnity

* 1. Neither the Lessor, its agent or employees, shall be liable for any damages, weather direct or indirect damages, injury or loss of life caused to the Lessee, its dependants, the Lessee’s property or the Lessee’s invitees, for any reason whatsoever.

# Successors in title

* 1. The Lease is entered into by the Lessor for itself and Successors in Title and assigns. The Lessee agrees that the Lessor shall be entitled to dispose of the property during the term of the Lease. The sale of the property by the Lessor during the period of this Lease shall not affect the terms of the Lease in any way whatsoever nor entitle the Lessee to resign from the Lease or to claim damages as a result thereof.

# Annexure A: House Rules and Procedures

* 1. **WATER & ELECTRICITY CONSUMPTION**
     1. Included in your rental is an amount allocated for the use of water and electricity.
     2. In order to maintain the level charged, we request that you:
     3. Use only the minimal amount of electricity required.
     4. Please switch off all lights and electrical appliances while not in use or when you leave the room;
     5. Water should be used sparingly.
     6. Please report any leaks to the caretaker.
     7. Dump rubbish (including food uneaten or stale) in the dust bins provided;
     8. Keep the bathrooms and kitchens in a clean state as you would like to find them;
     9. Ensure that all stove plates and ovens are turned off when not in use.
     10. Bar heaters are not allowed and will be confiscated if found.
     11. Should we find that the electricity and water charge for the building exceed that provided for, the excess usage will be divided equally and charged to the accounts of the occupants.

# CONSIDERATION FOR OTHERS

* + 1. Serious and disorderly behaviour that results in the disturbance of others may lead to immediate termination of the lease agreement.
    2. In such cases you will be liable for the full charges set out in lease agreement unless a replacement is secured within 30 days.
    3. Playing of music or other sounds at unreasonable levels is **strictly** forbidden.
    4. The Lessor reserves the right to confiscate any music equipment in the event that the Lessee does not adhere to this rule.
    5. Such equipment will be returned to the Lessee at the **end of each semester.**
    6. Shouting, calling or talking in a raised voice is not acceptable.
    7. Running in corridors or in any other areas of the building is not permitted.
    8. Report your disturbances to the caretaker.

# CARE OF THE BUILDINGS, COMMON AREAS & ROOMS

* + 1. **You must keep your room clean and tidy at all times.** Bed linen should be changed and washed at least once a week. The furniture provided in your room may not be removed from your room, or the building, without our prior consent. The full cost of repairing any item of furniture or electrical appliance provided by us will be charged to you with an appropriate administration charge of not less than R100.
    2. Insects and rodents are a health hazard. All food kept in your room must be stored in suitable containers or wrapped tightly, this prevents insects or rodents from accessing it. Stale,

unfinished or waste food must be immediately thrown in the dustbins provided in the kitchens. Furniture should not be removed from the common areas to your rooms. If you are found to have taken the furniture to your room, you will be issued with a R300 spot fine.

* + 1. **All rooms are inspected twice a month.** Any damage found to the room on inspection will be billed directly and become payable immediately. Should we find that the state of your room is such that there may be a potential health hazard, you will be formally requested to clean your room. Should you consistently keep your room in such a state we will arrange for the room to be cleaned and all costs will be for your account.
    2. You will ensure that prior to vacating the room, for weekends, vacations or otherwise, that your room is cleaned and that any form of food or drink is stored away or thrown out and that pots, pans, cups and plates are cleaned. We reserve the right to clean your room in your absence and hold you accountable for costs incurred (which will not be less than R100) and we will not be held responsible for any losses.
    3. **Cooking of food in your room other than the designated kitchens is strictly forbidden.** You may not remove any microwave ovens of hot-plates supplied from the kitchen for cooking in your rooms or otherwise. Clothes or other items may not be hung from the windows of the building.
    4. No posters or other items may be permanently affixed to the walls, windows or furniture of your room or any other part of the building. It is in your best interests to keep the building in a clean state, please do not soil, mark, litter or damage the common areas of the building. Toilets must not be used for the disposal of any foreign objects, only domestic toilet paper may be flushed down the toilet.

# SMOKING, DRUGS & ALCOHOL

* + 1. The building is a smoke free building. **Smoking, drinking or the taking of drugs is strictly prohibited** within your room and in the common areas of the building. Consumption and storage of alcohol is not allowed in your room or in the building. You will not use, store and sell non-prescription drugs or narcotics in the building. Should alcohol or any form of drugs be found on your person or in your room, we reserve the right to immediately terminate the lease agreement and take whatever legal action that may be necessary against you.

# MEDICAL CONDITIONS AND DISABILITIES

* + 1. Should you suffer from any medical illness or disability; we would appreciate you notifying us so that we are in a position to be of assistance in the event of a medical emergency.

# SECURITY & SAFETY

* + 1. We cannot be held responsible for any losses that you may incur whilst residing in our buildings. In light of this, **please keep your room locked at all times** and ensure that the windows are fully closed when you are not present in your room. The key for your room must never be given or lent to any other person. You should ensure that there are no key tags or identification that would make it easy to identify the room or building that the key belong to.
    2. It is vital that you take good care to ensure that you never leave your keys in a place that they could be stolen or lost. We will not be held responsible for any theft or burglary involving your possessions.
    3. Lost keys lead to the issuing of new keys and you will be held responsible for the cost of and the issuing of replacement of new keys (approximately R250.00) together with an administration charge as a locksmith will be required to be called in.
    4. **Tampering with any security or fire fighting equipment is a serious offence and is strictly forbidden.** Should you tamper with the fire equipment in any way, **we reserve our right not only to have you arrested but to lay criminal charges against you.** The cost of restoring such equipment will be for your account **(minimum charge of R500 for tampering with equipment).**
    5. The use of candles, oil lamps, incense or anything that produces a naked flame is a potential fire hazard and is strictly forbidden to be used in your room or any other part of the building.

# We reserve the right to search bags (yours or your visitors) at any time and confiscate any firearms, weapons, alcohol, drugs or any other illegal substance.

* 1. **VISITORS**
     1. Visitors are welcome provided they observe these house rules and the lease agreement. **No student may have more than TWO visitors at any given time.** All visitors are required to report to the caretaker and **are not allowed direct access to your room before obtaining permission.**
     2. No visitors are allowed to remain in the building without your presence. Should you leave the building, your visitors must also leave the building.
     3. You will be wholly responsible and financially liable for any damages caused by your visitor.
     4. Visitors have access to the building from 9h00 to 20h00.
     5. Sleeping overnight must be approved by the caretaker. Should we find that you have granted a visitor the right to sleepover without Caretaker’s consent, we will charge you **an amount of R250.00 per visitor per night for the room.**

# Management reserves the right to place further restrictions on the access of visitors in the event that utility consumption increases dramatically, visitors’ behaviour is inappropriate or the people carrying capacity of the building is compromised in any way.

* 1. **GENERAL**
     1. Firearms or any form of weapon, e.g. knives, batons etc., is strictly forbidden. No group meetings or demonstrations will be permitted without our prior approval. Pamphlets of any nature may not be placed or handed out in the building without our prior consent.

# PREGNANCY

* + 1. Should you fall pregnant you will be required to vacate the premises by the 7th month of pregnancy.

# Failure to observe these House Rules will constitute a breach of the Lease Agreement and may lead to termination of the Lease.