

TABLE OF CONTENTS

1	SCHEDULE	2
2	DEFINITIONS	4
3	INTERPRETATION	6
4	LEASE	6
5	WARRANTIES	6
6	AUTOMATIC CONTINUATION OF THIS LEASE	6
7	NOTIFICATION OF END OF INITIAL PERIOD	7
8	USE OF THE PREMISES	7
9	HOUSE AND BODY CORPORATE RULES	7
10	MONTHLY RENTAL	7
11	CHARGES BY SERVICE PROVIDERS	8
12	DEPOSIT	8
13	INSPECTION OF THE PREMISES	9
14	MAINTENANCE AND REPAIR WORK	10
15	REASONABLE ACCESS TO THE PREMISES BY THE LANDLORD	11
16	MAINTAINANCE AND GENERAL OBLIGATIONS OF THE TENANT AND LANDLORD	11
17	VISITORS OF THE TENANT	11
18	APPLICATION OF THE CPA	13
19	JOINT AND SEVERAL LIABILITY OF THE TENANT	13
20	CLAIMS AGAINST EACH OTHER	14
21	DIRECT MARKETING AND COOLING OFF	14
22	CANCELLATION OF THIS LEASE BY THE TENANT BEFORE EXPIRY OF THE INITIAL PERIOD	14
23	BREACH OF THIS LEASE BY THE TENANT	15
24	BREACH OF THIS LEASE BY THE LANDLORD	15
25	ACKNOWLEDGEMENT BY THE TENANT	15
26	ARBITRATION	15
27	LEGAL COSTS	15
28	LETTERS AND NOTICES	16
29	JURISDICTION OF THE MAGISTRATES' COURT	16
30	TENANTS WHO ARE FOREIGNERS	16
31	PARTIES MARRIED IN COMMUNITY OF PROPERTY	16
32	CREDIT INFORMATION	17
33	ENTIRE AGREEMENT IN WRITING	17
34	LANDLORD'S HYPOTHEC	17
35	RELAXATIONS OF INDULGENCES	17
36	EFFECT ON INVALIDITY OF PROVISIONS	17
37	SIGNATURES OF PARTIES ON DIFFERENT COPIES OF THIS LEASE	17
38	SURETYSHIP	17
39	LETTING AGENT EFFECTIVE CAUSE	18
40	MARKETING THE PREMISES TO PROSPECTIVE TENANTS OR PURCHASERS	18
41	POTENTIAL SALE	18
42	IMPROVEMENTS	18
43	SPECIAL CONDITIONS	18
44	SIGNATORIES	19

K.S
A.
initial

1. SCHEDULE

1.1 The Agent: PARAMETER PROPERTIES (PTY) LTD Nr. 94/02923/07 (T/A AIDA PRETORIA)

1.2 The Landlord: _____

Registration Number / Identity Number: _____

Or his successor in title.

1.3 The landlord's address (es): (For purpose of sending formal notices):

Physical: _____

Postal: _____

Telefax: _____

E-mail: _____

1.4 The Tenant: Koen Samo Monyai & Ayanda Maquthu

Registration Number / Identity Number: 9309230803088 & 9401311139084

1.5 The Tenant/s address(es): (For purpose of sending formal notices):

Physical: The Premises or 1024 Zone 8, Seshego, 0742

Postal: Private Bag X551, Bizana, 4800

Telefax: 071 011 4227 & 073 370 2283

E-mail: ksmonya@gmail.com & ayandamaquthu@gmail.com

1.6 The Premises: A Furnished / Unfurnished dwelling situated at:

Philize 5, 272 Rotsvygie Street, La Montagne

TENANT COSTS

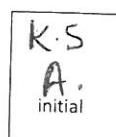
1.7 The Rent: R 7,950 per month

1.8 The Deposit: Rental deposit R 7,950-00

Consumption deposit R 0-00

Key deposit R 300-00

TOTAL DEPOSIT R 8,250-00

1.9 The lease preparation fee: R 800-00 Eight
R 700-00 (Seven hundred rand).
K.S
A.
initial

AIDA PRETORIA

Website: www.aida.co.za

Parameter Properties(Pty) Ltd no. 94/02923/07 (T/A Aida Pretoria)

- 1.10 The credit check fee: R75-00 (Seventy five rand).
- 1.11 Outgoing inspection fee: N/A
- 1.12 Lease Renewal fee: R250-00 (Two hundred and fifty rand) payable upon renewal of the Lease Agreement.
- 1.13 Rental and Deposit escalation: **Negotiable** % per annum
- 1.14 **THE LANDLORD'S NOMINATED BANK ACCOUNT:**

Name of account holder:

Bank:

Branch Code:

Account Number:

Reference: **Philize 5**

(Property address)

TERM OF LEASE

- 1.15 Initial lease period is **12** months
- 1.16 Lease start date: **1/12/2017** at 12h00
- 1.17 Lease end date: **30/11/2018** at 12h00
- 1.18 Key return date and time: On the termination date at 12h00
- 1.19 Declaration of Tenant regarding direct marketing (tick appropriate box) YES NO
- 1.20 Maximum Occupants: **04 Occupants**
- 1.21 Maximum cancellation penalty: Not less than one month's but no more than three month's Rental.
- 1.22 Tenant Threshold (where the tenant is a juristic entity)

Asset Value: Less than R2 million. YES NO

Annual Turnover: Less than R2 million per annum YES NO

K.S
A+
initial



LANDLORD'S COST

- 1.23 **Agents commission:** The Landlord shall be liable to pay to the Agent a finders fee of **5%** plus VAT of the total value of the Lease (or a minimum of R1 000-00 (One Thousand Rand) plus VAT, whichever is the greater) procured in terms of item 1.7 above (i.e. the monthly rental multiplied by the number of months for which the Lease Agreement is signed for). This amount shall be deemed to have been earned and shall be payable on the conclusion of this Lease Agreement.

2. DEFINITIONS

In this Agreement, the words below mean the following:

- 2.1 **"Agent"** means the party referred to in item 1.1 of the schedule;
 The agent is not the Landlord and can only act on the instructions of the Landlord. The Landlord remains the responsible party for any concerns, disputes, legal costs or claims arising from the Lease.
- 2.2 **"Agent Commission"**
- 2.2.1 The parties confirm that the Agent introduced the Tenant to the Landlord and/or the premises and therefore has been the effective cause of this lease agreement and is accordingly entitled to earn a **commission on this lease agreement and any extension or renewal thereof.**
- 2.2.2 The commission payable to the Agent by the Landlord or his successor in title is the amount agreed in item 1.23 of the schedule and is payable for as long as the Tenant occupies the Premises in terms of this **agreement or any extension, renewal or replacement thereof, whether such extension, renewal or replacement was concluded by the agent or not.**
- 2.3 **"Board"** means the Estate Agency Affairs Board;
- 2.4 **"Body Corporate"** means any Body Corporate or Home Owners Association applicable to the Premises;
- 2.5 **"Business Day"** means any day other than a Saturday, Sunday, or official public holiday in the Republic of South Africa;
- 2.6 **"CPA"** means the Consumer Protection Act 68 of 2008, together with all of its regulations and schedules, as amended from time to time;

In complying with the Consumer Protection Act 68 of 2008, together with the Regulations thereto, certain portions of this agreement have been printed in bold italics. The reason for this is to specifically draw the Tenant's attention to these clauses as they either:

- i. limit in some way the risk or liability of the Landlord or any other person;
- ii. constitute an assumption of risk or liability by the Tenant;
- (iii) impose an obligation on the Tenant to indemnify the Landlord or any other person for some cause; or
- (iv) are an acknowledgement of a fact by the Tenant

The Tenant is required to ensure that before signing this agreement that he has had an adequate opportunity to understand these terms.

In the event that this lease agreement is found not to fall within the ambit of the Consumer Protection Act, or if residential lease agreements are exempted from the operation of the Act at any time, the Tenant's right to cool off will not apply.

- 2.7 **"Deposit"** means the total deposit calculated in terms of clause 1.8 due and payable by the Tenant to the Landlord prior to the Tenant moving into the Premises;
- 2.8 **"EAAA"** means the Estate Agency Affairs Act 112 of 1976, together with all of its regulations and schedules, as amended or replaced from time to time;

K-S
A.
initial

AIDA PRETORIA

Website: www.aida.co.za

Parameter Properties(Pty) Ltd no. 94/02923/07 (T/A Aida Pretoria)

- 2.9 **"Effective Cause"** means the main reason for the Tenant entering into this Lease;
- 2.10 **"Fair Wear and Tear"** means any decline which results from ordinary use and exposure over time, including breakage or malfunction due to age or deteriorated condition, but not where such decline results from negligence, carelessness, accidents, or abuse by the Tenant, its visitors or contractors;
- 2.11 **"Initial Period"** means the term of this Lease, excluding any renewal periods;
- 2.12 **"Landlord"** means the party referred to in clause 1.2 of the schedule;
- 2.13 **"The/this Lease"** means this agreement together with all its annexures and schedules, as amended from time to time;
- 2.14 **"Material Breach"** means any breach of this Lease which:
this Lease defines as a "Material Breach";
has or is likely to have a serious financial or legal impact on either Party to this Lease;
has or is likely to have a serious impact on the ability of either Party to this Lease to enjoy its rights under this lease;
is not remedied by the Party who is in breach within 20 (Twenty) Business Days of being asked to do so by the other Party; or
happens more than once in any 3 (Three) Month period.
- 2.15 **"Month"** means a calendar month.
- 2.16 **"Parties"** means the Tenant and the Landlord and **"Party"** means either one of them, as the context may indicate;
- 2.17 **"Premises"** means the premises referred to in clause 1.6 of the schedule;
- 2.18 **"Rental"** means the monthly rental payable by the Tenant to the Landlord for the rental of the Premises;
- 2.19 **"Rental Housing Act"** means the Rental Housing Act 50 of 1999, together with all of its regulations and schedules, as amended from time to time;
- 2.20 **"Rules"** means any applicable Body Corporate rules and/or house rules, and/or Home Owner's Association rules;
- 2.21 **"Signature Date"** means the date of signature of this Lease by the last Party signing;
- 2.22 **"Specific Performance"** means the fulfilment of either Party's obligations in terms of this Lease;
- 2.23 **"Tenant"** means the party referred to in clause 1.4 of the schedule; and
- 2.24 **"Termination Date"** means the date of termination of this lease for any reason whatsoever.

3. INTERPRETATION

- 3.1 Any reference to one gender includes the other gender.
- 3.2 Any reference to the singular includes the plural and vice versa.
- 3.3 Any reference to a natural person includes a juristic person and vice versa.
- 3.4 No provision of this Lease is intended to contravene or limit any applicable provisions of the CPA or the Rental Housing Act.

4. LEASE

K.S
A.
initial

- 4.1 The Landlord leases the Premises to the Tenant Voetstoots, and the Tenant hires the Premises from the Landlord, in terms of this Lease.
- 4.1.1 In the event that the Landlord is, for any reason beyond his control (with the exception of the Landlord's gross negligence) unable to furnish the Tenant with vacant occupation of the property on the commencement date of the lease, the Landlord shall not be liable for any damages suffered by the Tenant as a result of this.
- 4.1.2 THE TENANT shall however have the option either to wait for vacant occupation to be available or cancel the lease without penalty. In the event that the Tenant decides to wait for vacant occupation of the property, the Tenant shall not be liable for rental or any other amounts for the period during which the Tenant was denied vacant occupation.
- 4.1.3 In the event that the Tenant decides to wait for vacant occupation of the premises, the Landlord undertakes to advise the Tenant as soon as possible when the Tenant can take vacant occupation of the property.
- 4.1.4 The Landlord shall deliver the leased premises to the Tenant in the same condition it was in when viewed by the Tenant, prior to signing this Agreement.
- 4.2 Notwithstanding the conditions of clause 4.1 above, the Tenant shall not be entitled to take occupation of the premises before the deposit referred to in clause 1.8 above, the first month's rent and the costs referred to in clause 1.9 and 1.10 have been paid in full to the Landlord or the Agent, such payment to be made by way of bank guaranteed cheque or electronic bank transfer.
- 4.3 Should the Tenant fail to take possession of the Premises within a period of (7) seven days from the date agreed upon in this Agreement or from whatsoever date the Premises are available, then in such event, the Landlord shall have the right and option of immediately cancelling this Agreement without notice, and thereupon this Agreement shall terminate and be of no force and effect. Should this Agreement be cancelled for the reason aforementioned, then in such event the Tenant shall have no further rights or claims of whatsoever nature against the Landlord by reason of the cancellation of this Agreement, notwithstanding anything to the contrary herein contained. The Tenant shall, however, forfeit any deposit paid and be liable for any loss of rent or other damage sustained by the Landlord.
- 4.4 Should the property be furnished and equipped, the Landlord hereby agrees to provide the Tenant with an inventory of such furniture and equipment which the Tenant will acknowledge by signing such inventory upon occupation of the Premises. The Landlord will do an inspection on termination of the lease and the Tenant hereby agrees that should any items then be found to be missing or damaged the Tenant shall be liable for the replacement or repair thereof, at the Tenant's cost failing which such replacement or repair costs will be deducted from the deposit.
- 5. WARRANTIES**
- 5.1 No warranty is given to the Tenant for hidden or latent defects.
- 5.2 The Landlord warrants that, on the commencement date:
- 5.2.1 he is legally entitled to let the Premises to the Tenant since he is the registered owner of the Premises or is about to become the registered owner.
- 5.2.2 that there will be no payments outstanding or owing to any local authority for rates and taxes, levies, refuse, sewerage charges, electricity, water, or to any Home Owner's Association/Body, if applicable; and
- 5.2.3 the Premises will be structurally sound and free from pests.
- 6. AUTOMATIC CONTINUATION OF THIS LEASE**
- 6.1 Upon termination of the Initial Period, this Lease will automatically continue on a Month-to-Month basis, subject to any material changes, which the Landlord has brought to the attention of the Tenant in writing, unless:

- 6.1.1 either Party expressly advises in writing the other prior to the termination of the Initial Period that he/she does not want this lease to continue after the Initial Period has terminated; or
- 6.1.2 The Parties enter into a new lease agreement for a further fixed period.
- 6.2 If this Lease is continued on a Month-to-Month basis in terms of clause 6.1, either Party shall be entitled to terminate this Lease without reason or penalty at any time, provided that they give the other Party a Calendar Month written notice of such termination.
- 7. **NOTIFICATION OF END OF INITIAL PERIOD**
 - 7.1 In order to allow the Tenant to decide whether to continue with this Lease upon expiry of the Initial Period, the Landlord shall notify the Tenant in writing between 40 (Forty) and 80 (Eighty) Business Days prior to the expiry of the Initial Period of:
 - 7.1.1 the date of termination of the Initial Period;
 - 7.1.2 any material changes that will apply if this Lease is automatically continued on a Month-to-Month basis after the termination of the Initial Period; and
 - 7.1.3 that this Lease will automatically continue on a Month-to-Month basis upon expiry of the Initial Period, unless the Tenant expressly stipulates in writing, 20 (twenty) business days prior to such expiry, that the Lease shall not continue.
 - 7.2 Should the Tenant vacate the premises upon expiry of the initial period without giving proper notice as contemplated in 7.1.3 above, the Tenant shall remain liable for one month's rental after the expiry of the initial period, which rental can be deducted from any deposit.
- 8. **USE OF THE PREMISES**
 - 8.1 The Tenant will only use the Premises as a place of residence, and shall not be entitled to use the Premises for the purpose of conducting any business without first obtaining the consent of the Landlord, in writing.
 - 8.2 The Tenant acknowledges that he has inspected the Premises and that it is suitable for the purpose for which it is let.
- 9. **HOUSE RULES, HOME OWNERS ASSOCIATION RULES, BODY CORPORATE RULES AND LAWS APPLICABLE TO THE PREMISES**

The Tenant hereby agrees to strictly observe all Government, Provincial and Municipal Laws, Bylaws and Regulations applicable to the premises and the Conditions of Title of the premises and the Rules of the Home Owners Association (if any) and / or the Body Corporate in the case of Sectional Title units. Should the Tenant transgress any of the Conduct or any other related Rules of the Body Corporate or Home Owners Association or any such rules that may from time to time come into effect, the Landlord shall notify the Tenant in writing to remedy such transgression immediately and to refrain from such transgression or any other transgressions in terms of the said rules. Should the Tenant persist in transgressing any of the rules applicable, the Landlord is entitled to cancel this Agreement and the Tenant will immediately vacate the leased premises. Any fines imposed on the Landlord at any time by the body Corporate as a result of such transgression by the Tenant, will immediately become payable to the Landlord or his appointed agent by the Tenant. The Landlord will also have the right to deduct any said fines from any deposits held, upon cancellation or expiry of this Agreement.
- 10. **MONTHLY RENTAL**
 - 10.1 The Rental payable by the Tenant to the Landlord is an amount as referred to in item 1.7 of the schedule.
 - 10.2 The Landlord's nominated bank details are set out in 1.14 of the schedule.
 - 10.3 The Tenant must:
 - 10.3.1 ensure that the Rental clears the Landlord's nominated bank account by the 1st (first) day of every Month;
 - 10.3.2 repay the Landlord for any bank charges which result from any payment made by the Tenant to the Landlord.
 - 10.4 The monthly rent is payable in advance on or before the 1st day of every month directly into the nominated bank account as stipulated in 1.14. The rental must be free from any deductions or set-off for any cause whatsoever

K.S
A,
initial

- 10.5 Subject to clause 10.8, the Tenant will sign a Debit order Authorisation in terms whereof the monthly rent will be deducted directly from the banking account of the Tenant. The Tenant is aware that a cancellation of the debit order, or a dispute of the debit order will constitute a breach of this Lease Agreement.
- 10.6 In the event of the commencement date of this Lease not coinciding with the first day of the calendar month, the rental for the first month shall be calculated on a pro rata basis.
- 10.7 Unless agreed in writing with the Landlord before the signature of this agreement, the rent can only be paid in terms of the Debit Order Authorisation as stated in paragraph 10.5. However, should the rent for any reason be paid in cash, the Tenant shall be liable for an additional 1% cash handling fee, which shall be paid together with the rental. The 1% will be calculated on the total amount due.
- 10.8 The first month's rental shall become due and payable immediately upon signature of the lease by the Tenant and the Tenant shall not be entitled to take occupation of the property prior to the payment of all the amounts referred to in items 1.7 to 1.10 of the schedule.
- 10.9 The Tenant shall not under any circumstances be entitled in the final month of the tenancy to withhold payment of the rent or any portion thereof and to set off such payment against any deposit which the Tenant may have paid in terms of this lease.
- 10.10 Should the Tenant attempt to set off the deposit against any rental payments due, including the final month's rental, this shall be deemed to be indicative of the Tenant's intention to vacate the premises along with the goods to avoid payment of rent and the Landlord shall then be entitled to take steps to have the Tenant's goods attached and removed from the premises as security for such rental payment. In this instance the Landlord shall also be entitled to have the Tenant blacklisted with the applicable credit agencies.
- 10.11 The Landlord will furnish the Tenant with a monthly statement as confirmation of proof of payment. Such monthly statement will be forwarded to the Tenant by electronic mail. A printed copy is available to the Tenant on request.
- 10.12 The Tenant will be charged interest on any overdue Rental at a rate of 15,5% (fifteen comma five) percent per annum, calculated from the first day of the Month on which such Rental was due until the date of payment of such Rental by the Tenant in full.
- 10.13 The Rental cannot unilaterally be reduced by the Tenant, for any reason what so ever.
- 10.14 The Rental will increase annually by the percentage referred to in item 1.13 of the schedule.
- 10.15 Any payment received will first be allocated to rental costs, administration fees, legal costs and interest and thereafter to rental.
- 11. CHARGES BY SERVICE PROVIDERS**
- 11.1 The Tenant must repay the Landlord for all amounts, including VAT, paid by the Landlord in respect of charges levied by service providers supplying services to the Premises, including but not limited to:
- 11.1.1 Electricity, including basic service and network charges, meter service charges, common area charges and charges in respect of consumption or estimated consumption;
- 11.1.2 Water, including basic service and network charges, meter service charges, common area charges and charges in respect of consumption or estimated consumption;
- 11.1.3 alarm system;
- 11.1.4 DSTV; and
- 11.1.5 gas, sewerage, refuse removal and all utility charges and levies.
- 11.2 The Tenant shall pay these charges to the Landlord, on presentation of an invoice or statement.

- 11.3 If the Tenant arranges for any service provider to supply a service to the Premises, the Tenant must pay such service provider directly. The Tenant acknowledges that, given the Landlord's interest in the Premises, the Landlord may at any time request a printout of the Tenant's account with such service provider to confirm whether the Tenant is promptly making payments to such service provider.
- 11.4 If the Tenant does not repay the Landlord any amount which the Landlord pays in terms of clause 11.1 or if the Landlord pays a service provider directly for any amount which is due and owing by the Tenant, the Landlord shall be entitled in its discretion to deduct the amount paid by the Landlord from the Deposit or to claim such amount from the Tenant.
- 11.5 If the Tenant fails to make payment to the Landlord or his appointed agent in terms of clause 11.1 and the supplier terminates the said services, any reconnection fee shall in such instance be for the account of the Tenant. Any such termination shall be effected in accordance with all applicable laws.
- 11.6 It is recorded that any failure by the Tenant to timely pay any amount due by it to a service provider or to the Landlord, shall constitute a Material Breach of this Lease.
- 11.7 If the levies, rates and/or taxes in respect of the Premises increase at any time during the subsistence of this Lease, the Landlord shall be entitled to increase the Rental to accommodate such increase in the levies, rates and/or taxes from the date of written notification to the Tenant.
- 12. DEPOSIT**
- 12.1 The Tenant will pay the Deposit on the Signature Date. When this Lease ends, the Landlord may use the Deposit, together with any interest accumulated thereon, to pay all amounts which the Tenant is liable for under this Lease, including but not limited to the reasonable costs of repairing any damage done to the Premises during the Lease Period, the cost of replacing lost keys, any arrear Rental that was not paid by the Tenant during the Lease Period and any other outstanding amounts for which the Tenant is liable under this Lease.
- 12.2 This Deposit is the total amount referred to in item 1.8 of the schedule.
- 12.3 The Deposit will be placed in an interest-bearing account with a financial institution. After deducting any amounts owed by the Tenant in terms of clause 12.1, the Landlord must pay the remainder of the Deposit to the Tenant, together with any interest at a rate applicable to a savings account with the said financial institution accrued thereon, within 14 (Fourteen) days of the Termination Date.
- 12.4 If the Deposit is given to and held by the Agent and not to the Landlord, the Agent will invest the Deposit in accordance with the provisions of the EAAA.
- 12.5 The EAAA requires the Agent to pay any interest on the Deposit to the Board. A portion of such interest will then be repaid to the Agent as an administration fee, following which any remaining interest will be paid to the Tenant in accordance with the provisions of clause 12.3.
- 12.6 If, during the subsistence of the Lease, there is any increase in the Rental, the Tenant will be required to supplement the deposit accordingly.
- 12.7 It is specifically recorded that the Tenant cannot ask the Landlord to use the Deposit to cover any Rental which the Tenant owes at any time during the subsistence of the Lease.
- 12.8 The following terms for the repayment of the deposit should be adhered to as prescribed to in the RENTAL HOUSING ACT.
- 12.8.1 the balance of the deposit and interest, if any, must be refunded to the tenant by the landlord not later than 14 days of restoration of the dwelling to the landlord;
 - 12.8.2 the relevant receipts which indicate the costs which the landlord incurred, as contemplated in clause 12.1, must be available to the tenant for inspection as proof of such costs incurred by the landlord;
 - 12.8.3 should no amounts be due and owing to the landlord in terms of the lease, the deposit, together with the accrued interest in respect thereof, must be refunded by the landlord to the tenant, without any deduction or set-off, within seven days of expiration of the lease, subject to the provisions of clauses 12.4 and 12.5 above;

K.S
A.
Initial

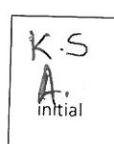
- 12.8.4 should the tenant vacate the dwelling before expiration of the lease, without notice to the landlord, the lease is deemed to have expired on the date that the landlord established that the tenant had vacated the dwelling but in such event the landlord retains all his or her rights arising from the tenant's breach of the lease.
- 12.9 Any dispute regarding the deposit that may arise where the deposit is paid to the Landlord and/or held by the Landlord will be resolved between the Landlord and the Tenant without any involvement of the Agent.
- 12.10 If there is a dispute between the Landlord and the Tenant concerning the deposit, the Landlord will keep the deposit in an interest bearing account until such dispute is resolved, either by agreement between the Landlord and the Tenant or by order of a Competent Court, or by order of an arbitrator or by order of the Rental Housing Tribunal.
13. **INSPECTION OF THE PREMISES**
- 13.1 The Tenant and the Landlord will inspect the Premises together before the Tenant takes occupation of the Premises to determine whether there is any existing damage to the Premises or whether there are any defects at the Premises. Any damage and/or defect will be recorded in writing, signed by the Landlord and the Tenant and attached as a schedule to this Lease Agreement.
- 13.2 If the Tenant discovers any damage to or defects at the Premises after the inspection referred to in clause 13.1 above, the Tenant must notify the Landlord in writing of such damage within 14 (fourteen) days from the lease start date, in which instance the Landlord must supply the Tenant with a written acknowledgment confirming that such damage or defects exist/s.
- 13.3 The recordance of such damage and/or defects does not impose an obligation or constitute an undertaking by the Landlord to repair same but the sole purpose thereof is to exonerate the Tenant from the obligation to repair same after the termination date.
- 13.4 It is recorded that the Landlord shall not be liable for any damage or defects which the Tenant failed to notify the Landlord off in terms of clause 13.2 above and that the Tenant shall be liable for the repair of such damage or defects.
- 13.5 Within 3 (Three) days prior to the Termination Date, the Landlord and the Tenant will inspect the Premises together to determine if any damage was caused to the Premises or the furniture (in the event that the Premises contains the Landlord's furniture) during the subsistence of this Lease (including any renewal periods). If the Tenant fails to attend the inspection, the Landlord shall be entitled to inspect the Premises at any time within 7 (Seven) days of the Termination Date, without the Tenant, in order to determine whether any damage was caused to the Premises during the subsistence of the Lease.
- 13.6 The Landlord shall be entitled to:
- 13.6.1 deduct money from the Deposit to repair any damage caused to the Premises;
and
- 13.6.2 charge the Tenant for any amount over and above the value of the Deposit, if the cost of repairing the damage amounts to more than the total amount of the Deposit.

14. **MAINTENANCE AND REPAIR WORK**

- 14.1 The Tenant must timeously complete any repair work for which he is responsible under this Lease. If the Tenant fails to do so, the Landlord shall be entitled to have such work completed by a third party and may claim any costs incurred in respect of the completion of such work from the Tenant.
- 14.2 If the Tenant discovers that maintenance or repair work needs to be done which the Tenant is not responsible for in terms of this Lease, the Tenant must inform the Landlord, in writing, as soon as is reasonably possible after he learns that such work needs to be done. If the Tenant fails to do so, the Landlord shall be entitled to have such work completed by a third party and may claim any costs incurred in respect of the completion of any such work from the Tenant.

15. **REASONABLE ACCESS TO THE PREMISES BY THE LANDLORD**

- 15.1 It is recorded that the Landlord, its agents and/or contractors may require access to the Premises from time to time in order to inspect the Premises or to make repairs, alterations, additions, modifications or improvements to the Premises.



AIDA PRETORIA

Website: www.aida.co.za

Parameter Properties(Pty) Ltd no. 94/02923/07 (T/A Aïda Pretoria)

- 15.2 In this regard, the Tenant agrees to give the Landlord, its agents and/or contractors access to the Premises for the purposes referred to in clause 15.1, provided that the Landlord must give the Tenant reasonable notice of its need for such access.
- 15.3 In the event that emergency work needs to be done at the Premises, the Tenant shall be required to give the Landlord, its agents and/or contractors immediate access to the Premises.

16. MAINTENANCE AND GENERAL OBLIGATIONS OF THE TENANT AND LANDLORD

16.1 The Tenant must:

- 16.1.1 **at his own cost look after the Premises (including any garden, pool, equipment and/or gates), and ensure that the Premises is kept clean, in good order and condition, and free of any pests;**
- 16.1.2 **maintain and / or repair all geysers, stoves, ovens, extractor fans, air-conditioners, alarm systems, intercom systems, electrical fences, electrical motors / pumps and filters, irrigation systems, toilets, baths, drains and sewer systems solar systems and cupboards on the Premises. All repairs affected shall be to a level of quality acceptable to the Landlord or his Agent;**
- 16.1.3 **maintain, repair and / or replace all electrical globes, fittings, switches, water-borne taps, locks, keys, doors, security gates, windows, pelmets, blinds and handles.**
- 16.1.4 **regularly clean the inside of the Premises, including the carpets, floor coverings and tiles;**
- 16.1.5 **at his own cost have the carpets and the furniture (where applicable) cleaned by a professional carpet cleaning company prior to the Termination Date, to the satisfaction of the Landlord. It is specifically recorded that if the Landlord is unhappy with the state of the carpets and/or the furniture (if applicable), the Landlord may appoint its own professional cleaning company to clean the carpets and/or the furniture (where applicable) and may claim the costs of such cleaning from the Tenant;**
- 16.1.6 **repair or replace any broken, damaged or missing items within the Premises belonging to the Landlord, unless these items were recorded as being broken, damaged or missing at the inspection referred to in clause 13.1;**
- 16.1.7 **take all reasonable steps to prevent any blockage and/or obstruction of any drains, sewage pipes and/or water pipes in or used in connection with the Premises;**
- 16.1.8 **respect the rights of use and enjoyment of neighbours;**
- 16.1.9 **occupy the premises by no more than the number of people set out in 1.20 of the schedule;**
- 16.1.10 **make payment of all amounts to which the Landlord is legally entitled as and when such amounts are due and payable;**
- 16.1.11 **return the Premises at the end of this Lease in the same order and condition in which it was received, Fair Wear and Tear accepted;**
- 16.1.12 **return the keys to the Landlord by latest Midday on the date stated in 1.18.**
- 16.1.13 **if the Landlord and the Tenant have agreed that the Tenant will be responsible for any electrical installation (safety, safe use, and maintaining), then the Tenant will be responsible for that installation and to supply the Landlord with a new COC to confirm that the installation was done by a Certified Electrician.**

16.2 The Tenant must not:

- 16.2.1 **sublet the Premises or allow any third party to reside in or occupy the Premises without the prior written consent of the Landlord;**
- 16.2.2 **allow any refuse to accumulate inside or outside the Premises, save as in rubbish bins;**
- 16.2.3 **cut or remove trees or plants or change the garden without the prior written consent of the Landlord;**

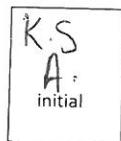
- 16.2.4 make any structural changes or additions to the Premises;
- 16.2.5 stick adhesive picture holders onto or into, or otherwise deface the walls of the Premises;
- 16.2.6 drive nails or other objects into any portion of the Premises;
- 16.2.7 paint the interior or exterior of the Premises without first obtaining the prior written consent of the Landlord;
- 16.2.8 interfere with the electrical, solar, plumbing or gas system in the Premises, unless the Tenant is doing maintenance which is permitted in terms of this Lease;
- 16.2.9 use any gadgets or tools or keep any liquids which may explode and cause the insurance policy of the Landlord to be questioned by the Landlord's insurers;
- 16.2.10 hang or place any signs, notices or advertisements anywhere on the Premises without the prior written consent of the Landlord;
- 16.2.11 remove any of the Tenant's furniture or other movable property during the subsistence of this Lease, as legally such property can be sold by the Sheriff of the Court in the event that the Tenant does not pay his Rental in accordance with the provisions of this Lease;
- 16.2.12 renounce or abandon the premises or any part of it;
- 16.2.13 cede or delegate his obligations regarding this agreement.

16.3 LANDLORD'S MAINTENANCE OBLIGATIONS

- 16.3.1 The Landlord shall at his own cost **keep and maintain** in good order and condition, fair wear and tear excepted, the exterior of the Premises, which shall include the walls, roof, gutters, down pipes and boundary walls.
- 16.3.2 The Landlord is further responsible at his own cost for the **maintenance and replacement** of the water pipes, gas pipes and electrical cables to and in the buildings.
- 16.3.3 **In the event of any of the following items being unable to be repaired, the Landlord shall be responsible at his own cost for the replacement thereof:** Extractor fans, air-conditioners, ceiling fans, alarm systems, stoves, ovens, electrical motors, pumps and filters, geysers, solar systems, toilets, baths, drain- and sewer systems and cupboards.
- 16.3.4 **If any of the above mentioned items were damaged by the Tenant or any of his family, guards, employees or contractors, the Landlord shall be entitled to claim the total cost of replacement from the Tenant.**

16.4 LANDLORD'S GENERAL OBLIGATIONS

- 16.4.1 The Landlord shall be liable to pay all rates and taxes and Body Corporate and Home Owners Association levies payable in respect of the Premises to the local authority/body corporate/home owners association concerned.
- 16.4.2 The Landlord shall also keep the premises insured against fire and other unusual risks.
- 16.4.3 The Landlord shall supply the Tenant with a copy of an Electrical Compliance Certificate (COC) upon occupation of the premises.



AIDA PRETORIA

Website: www.aida.co.za

Parameter Properties(Pty) Ltd no. 94/02923/07 (T/A Aida Pretoria)

17. VISITORS OF THE TENANT AND PETS

17.1 The Tenant must use his best endeavours to ensure his visitors at all times comply with the provisions of this Lease and the Rules, including, but not limited to:

- 17.1.1 bringing to the attention of such visitors the relevant provisions of this Lease and/or the Rules;
- 17.1.2 requesting any person who is in breach of the provisions of this Lease and/or the Rules to immediately remedy such breach; and
- 17.1.3 refusing to allow persons who have previously breached this Lease and/or the Rules access to the Premises if they are likely to commit another breach.

17.2 Should the Landlord agree to allow pets, subject to any rules of any Controlling Bodies pertaining to the premises, the Landlord gives permission to only the following type and number of pets on the Premises:

18. APPLICATION OF THE CPA

18.1 A transaction (as defined in the CPA) between the Tenant and Landlord may or may not be governed by the provisions of the CPA, depending on whether the Parties are natural or juristic entities and/or whether certain values as set out in item 1.22 of the schedule in respect of the Tenant ("Threshold Values") are above or below a certain value at the time when the transaction is entered into.

18.2 The Threshold Values are determined by the Tenant's asset value or annual turnover, and the value against which they are measured is as determined by the Minister of Trade and Industry by publication in the Government Gazette from time to time.

18.3 The Landlord's duties towards the Tenant may vary depending upon whether the transaction in question is subject to the provisions of the CPA, and the Landlord will act upon the information given to it by the Tenant in this regard. Consequently:

- 18.3.1 the Tenant warrants that any statement made by him to the Landlord in respect of its Threshold Values is true, correct and accurate;
- 18.3.2 if the Tenant claims that the Threshold Values are below a certain value, or otherwise that the CPA applies to the transaction in question, the Landlord may, at its instance, require the Tenant to provide it with financial statements as proof thereof; and
- 18.3.3 if the Tenant misstates the Threshold Values in such a way that the Landlord considers that the transaction is subject to the CPA when it is not, all provisions of this Lease that do not apply to transactions subject to the CPA shall retroactively apply to the transaction in question, and the Tenant shall be liable for any damage sustained by the Landlord resulting from such misstatement.

18.4 The Landlord acknowledges that it cannot contract out of the provisions of the CPA and, to this end, should the provisions of the CPA apply in respect of any of the services rendered in terms of this Lease, the provisions of the CPA will prevail over any provisions contained in this Lease that may be contrary to such provisions, provided that the Landlord expressly acknowledges that this clause will only apply in relation to aspects of the Lease to which the CPA will apply in law.

19. JOINT AND SEVERAL LIABILITY OF THE TENANT

In the event that the Tenant consists of more than one party, each of the parties comprising the Tenant shall be liable to the landlord jointly and severally for the performance by the Tenant of its obligations in terms of the lease.

20. CLAIMS AGAINST EACH OTHER

AIDA PRETORIA

Website: www.aida.co.za

Parameter Properties(Pty) Ltd no. 94/02923/07 (T/A Aida Pretoria)

- 20.1 The Parties cannot sue each other or the Agent for any loss, damage or injury which they suffer unless:
- 20.1.1 the Party being sued was grossly negligent; or
 - 20.1.2 the Party being sued has breached the provisions of the CPA and/or the Rental Housing Act and/or the provisions of this contract.

21. **DIRECT MARKETING AND COOLING OFF**

In terms of section 16 of the Consumer Protection Act, if this lease agreement was concluded as a result of direct marketing, the Tenant has the right to cancel the agreement without reason or penalty, by written notice, within 5 business days after the agreement has been concluded or after occupation of the premises has been taken:

22. **CANCELLATION OF THIS LEASE BY THE TENANT BEFORE THE EXPIRY OF THE INITIAL PERIOD**
- 22.1 If the Tenant chooses to cancel this Lease prior to the expiry of the Initial Period for a reason other than a Material Breach of this Lease by the Landlord, then the following will apply:
- 22.1.1 the Tenant must give the Landlord at least 20 (Twenty) Business Days written notice of such cancellation;
 - 22.1.2 the Landlord shall be entitled to recover any loss suffered by the Landlord as a result of such early cancellation of the Lease by charging the Tenant a reasonable cancellation penalty, which will be the equivalent of not less than the amount stated in item 1.22 of the schedule and which will depend on the specific circumstances.
- 22.2 Such circumstances shall include, without limitation:
- 22.2.1 the amount of time left until the Initial Period is due to terminate; and
 - 22.2.2 whether the Landlord is likely to find another tenant to replace the Tenant within a reasonable time.
 - 22.2.3 the Tenant agrees this is a fair and reasonable cancellation penalty;
 - 22.2.4 if the Landlord, by acting reasonably and diligently, is able to enter into a new lease agreement during the 20 (Twenty) Business Day notice period, and the new lease agreement is for the same duration or a longer period than the remaining period of this Lease, then the Tenant shall only be liable for the reasonable advertising costs incurred by the Landlord in advertising the Premises and for any commission due or paid to the Agent. The advertising costs and commission charged under this clause cannot be more than the reasonable cancellation penalty referred to item in 1.21 of the schedule.

23. **BREACH OF THIS LEASE BY THE TENANT**

23.1 In the case of a Material Breach of this Lease by the Tenant, the Landlord may cancel this Lease if the Tenant does not remedy such breach within 20 (Twenty) Business Days of written notification being sent to the Tenant instructing the Tenant to do so.

23.2 The Landlord may also apply to a Court or Rental Tribunal:

- 23.2.1 where the breach involves non-payment of Rental by the Tenant, for the recovery of any Rental which the Tenant has not paid;
- 23.2.2 where the breach consists of not giving up possession of the Premises after the termination of this Lease;
- 23.2.3 for the recovery of possession of the Premises from the Tenant;
- 23.2.4 for the recovery of compensation for the use and occupation of the Premises by the Tenant; and
- 23.2.5 for the recovery of damages suffered by the Landlord as a result of the breach.

K.S
A.
initial

24. BREACH OF THIS LEASE BY THE LANDLORD

24.1 If the Landlord commits a Material Breach of this Lease, the Tenant may apply to a Court or Rental Tribunal:

- 24.1.1 for the recovery of any damages suffered by the Tenant as a result of such breach; and
- 24.1.2 for specific performance by the Landlord of any obligation under this Lease.

24.2 The Tenant may also cancel this Lease, without penalty, if the Landlord does not remedy the breach within 20 (Twenty) Business Days of notification being sent to the Landlord instructing the Landlord to do so.

25. ACKNOWLEDGEMENT BY THE TENANT

25.1 The Tenant confirms that:

- 25.1.1 he has read and understands this Lease;
- 25.1.2 all necessary clauses have been explained to him by the Landlord;
- 25.1.3 he has been advised of all his rights in terms of this Lease and all relevant sections of the CPA; and
- 25.1.4 he signs this Lease, freely and voluntarily.

25.2 The Tenant will carry the risk regarding all goods that are brought to the premises and the Landlord is free from all responsibility or liability pertaining to such goods and;

25.3 the Landlord is not responsible for any losses the Tenant may encounter via theft or fire to the premises or any damage suffered by the Tenant as the result of any act or omission on the part of the Landlord as a result of any defect of the premises.

26. ARBITRATION

26.1 As an alternative to having any dispute arising between the Parties settled by a Court or Rental Tribunal, either Party may choose to have such dispute resolved through arbitration.

26.2 If either Party notifies the other that he/she wishes to refer a dispute to arbitration, the Parties shall try and reach agreement on the appointment of an independent expert to resolve the dispute.

26.3 If the Parties are unable to agree on the selection of an independent expert:

- 26.3.1 a senior advocate or attorney having at least 10 (Ten) years' experience must be appointed by the Landlord to resolve the dispute; or
- 26.3.2 if the Landlord fails to appoint an arbitrator, the dispute must be resolved through an arbitration process which will be conducted under the Expedited Rules of the Arbitration Foundation of Southern Africa, by an arbitrator selected in accordance with such rules.

26.4 The Party referring the dispute to arbitration must pay any costs related to the arbitration but such costs may be recovered by either Party through any costs order made by the arbitrator.

26.5 When a dispute is referred to arbitration:

- 26.5.1 the dispute will be determined only by arbitration;
- 26.5.2 any award or judgement by the arbitrator will be final and binding; and
- 26.5.3 all court proceedings pending at the time when the dispute is referred to arbitration must be terminated.

27. LEGAL COSTS

27.1 If either the Landlord or Tenant takes legal action against the other, both can claim costs from the other.

K.S
A.
Initial

27.2 The Tenant or Landlord must also pay any reasonable charges that the innocent party incurs due to late payment of such costs by the other party.

28. LETTERS AND NOTICES

28.1 Any letter or notice given in terms of this Lease shall be in writing and shall:

- 28.1.1 if delivered by hand be deemed to have been duly received by the addressee on the date of delivery;
- 28.1.2 if posted by prepaid registered post be deemed to have been received by the addressee on the 5th (Fifth) Business Day following the date of such posting; and
- 28.1.3 if transmitted by facsimile or email be deemed to have been received by the addressee 1 (One) Business Day after despatch.

28.2 For purposes of the above clauses, the contact details are:

28.2.1 The Landlord, as referred to in item 1.3 of the schedule; and

28.2.2 The Tenant, as referred to in item 1.5 of the schedule.

29. JURISDICTION OF THE MAGISTRATES' COURT

29.1 The Parties consent in terms of section 45 of the Magistrates' Courts Act, 1944 (Act No. 32 of 1944), (or any similar section of an act replacing such act) to the jurisdiction of the Magistrate's Court for the purpose of any proceedings in terms of or incidental to this Lease, notwithstanding that the amount claimed or the value of the matter in dispute may exceed such jurisdiction.

29.2 The Parties specifically agree that the Magistrates' Court closest to where the Premises are situated is the court that shall be used to resolve all disputes under this Lease, unless either Party refers the dispute to arbitration in terms of clause 27.1 above.

30. TENANTS WHO ARE FOREIGNERS

30.1 If the Tenant is not a citizen or permanent resident of South Africa, he confirms that he:

30.1.1 is not in the country in contravention of the Immigration Act 13 of 2002; and

30.1.2 he has permission to be in the country for the duration of this Lease (including any renewal periods).

30.2 It is the Tenant's duty alone to comply with the provisions of clause 31 and the Landlord shall not be liable to the Tenant for any loss or damage sustained or incurred by the Tenant as a result of any breach of the undertakings contained in this clause.

31. PARTIES MARRIED IN COMMUNITY OF PROPERTY

If any person signing this Lease is married in community of property, his/her spouse will also be obliged to sign this agreement.

32. CREDIT INFORMATION

32.1 The Tenant consents to and authorises the Landlord or the Agent to:

32.1.1 **contact, request and obtain information** at any time and from any credit provider (or potential credit provider) or registered credit bureau in order to assess the behaviour, profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the Tenant; and

32.1.2 **provide information** about the behaviour, profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the Tenant to any registered credit bureau or to any credit provider (or potential credit provider) seeking a trade reference regarding the Tenant's dealings with the Landlord.

K.S.
A.
initial

33. ENTIRE AGREEMENT IN WRITING

- 33.1 No changes to this Lease will be valid unless reduced to writing and signed by both Parties.
- 33.2 The Landlord and the Tenant agree that this Lease contains everything agreed to between them.
- 33.3 All provisions contained in the Annexures hereto shall be deemed to be incorporated in, and to form part of this Agreement as fully and effectually as if specifically incorporated herein and each expression defined in this Agreement shall have the same meaning where used in any of the Annexures.

34. LANDLORD'S HYPOTHEC

All items brought onto the Premises by the Tenant will serve as security for the Tenant's compliance with his obligations under this Lease. The Tenant may not give up his rights or possession of these items or remove them from the Premises.

35. RELAXATIONS OF INDULGENCES

If either Party for any reason chooses not to act against the other in the event of a breach of any provision of this Lease, such election not to act shall not constitute a waiver of any of the rights of such Party and such Party may still demand compliance with the provisions of this Lease at a later stage.

36. EFFECT ON INVALIDITY OF PROVISIONS

If any provision of this Lease becomes or is found to be unlawful, invalid or unenforceable, the rest of this Lease will not be affected and shall be severable from the provision in question (to the extent that it is invalid, unenforceable or unlawful) and the remaining provisions of this Lease shall remain in full force and effect.

37. SIGNATURES OF PARTIES ON DIFFERENT COPIES OF THIS LEASE

If this Lease (or any part of it) is signed by the Landlord and Tenant on different copies, it will be valid despite the fact that the signatures of the parties do not appear on a single document.

38. SURETYSHIP

- 38.1 If the Tenant is a body corporate, partnership, association, company, close corporation or trust, the trustees, partners, directors or members (as the case may be) signing this agreement on behalf of the Tenant agree to be personally liable for any obligations of the Tenant under this Lease, together with the Tenant.
- 38.2 If the person signing this Lease is not the Tenant, the person signing hereby confirms he has the right to do so and accepts liability jointly and severally with the Tenant as surety and co-principal debtor for any and all amounts which the Tenant may owe under this Lease.

39. LETTING AGENT EFFECTIVE CAUSE

The Tenant and the Landlord confirm that the Tenant was introduced to the Premises by the Agent referred to in 1.1 of the schedule, and that the Agent was the only Effective Cause of the conclusion of this Lease and as such be entitled to Agent's commission referred to in item 1.24 of the Schedule for as long as the Tenant occupies the premises, whether in terms of this agreement or any other agreement between the parties.

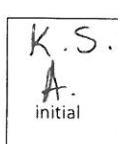
40. MARKETING THE PREMISES TO PROSPECTIVE TENANTS OR PURCHASERS

- 40.1 The Landlord shall be entitled to display "TO LET" signs at the Premises for 3 (Three) Months prior to the Termination Date, and to display "FOR SALE" signs at the Premises at any time during the subsistence of this Lease.

- 40.2 During the subsistence of this Lease, the Tenant must allow the Landlord (or any representative appointed by the Landlord) reasonable access to the Premises for the purposes of showing the Premises to prospective tenants or purchasers, which access shall include access to the Premises on at least 2 (Two) Sundays per Month between the hours of 12:00 and 17:00, if required. The Landlord or its representative shall contact the Tenant to arrange for such access.

41. POTENTIAL SALE

If the Tenant signs a sale agreement with the Landlord at any time during the period of the Lease, any renewal of the Lease or within 12 (Twelve) months after the Lease has come to an end, then the Agent shall be deemed to have been the reason



K.S.
A.
initial



that the sale took place and shall be entitled to payment by the Landlord of commission equal to 6.0% (Six percent) plus VAT of the selling price.

42. IMPROVEMENTS

Any improvements made by the Tenant on or to the Premises during the period of lease shall become the property of the Landlord on termination of the lease and the Tenant shall not be entitled to remove any such improvement or claim from the Landlord any compensation in respect thereof. The Landlord shall be entitled at the termination of the lease to demand in writing that any improvement or addition made by the Tenant be removed by the Tenant at his own cost. The Tenant shall at his own expense and to the satisfaction of the Landlord repair all damage and/or defects cause by such removal.

43. SPECIAL CONDITIONS

- Electricity is for the tenant's own account and works on a pre-paid basis.
- Adhere to complex rules at all times.
- First month's rent and deposit and admin fees is payable to AIDA. From month 2 of the lease, the rent is paid to the landlord directly.

K.S.
A.
initial

AIDA PRETORIA

Website: www.aida.co.za

Parameter Properties(Pty) Ltd no. 94/02923/07 (T/A Aida Pretoria)



44. SIGNATORIES

DATED AT (PLACE) ON 20

LANDLORD
(on behalf of and duly authorised)

AS WITNESS (1)

AS WITNESS (2)

DATED AT (PLACE) ON 30/10/2017

LALAKA NINA NDI

B Mg AD
TENANT
(on behalf of and duly authorised)

AS WITNESS (1)

C Mhupfswa
AS WITNESS (2)

Full names: AYANDA MAQUTULU
KOENA SCAND MONGAI

(As surety and co-principal debtor)

TABLE OF CONTENTS

1	SCHEDULE	2
2	DEFINITIONS	4
3	INTERPRETATION	6
4	LEASE	6
5	WARRANTIES	6
6	AUTOMATIC CONTINUATION OF THIS LEASE	6
7	NOTIFICATION OF END OF INITIAL PERIOD	7
8	USE OF THE PREMISES	7
9	HOUSE AND BODY CORPORATE RULES	7
10	MONTHLY RENTAL	7
11	CHARGES BY SERVICE PROVIDERS	8
12	DEPOSIT	8
13	INSPECTION OF THE PREMISES	9
14	MAINTENANCE AND REPAIR WORK	10
15	REASONABLE ACCESS TO THE PREMISES BY THE LANDLORD	11
16	MAINTAINANCE AND GENERAL OBLIGATIONS OF THE TENANT AND LANDLORD	11
17	VISITORS OF THE TENANT	11
18	APPLICATION OF THE CPA	13
19	JOINT AND SEVERAL LIABILITY OF THE TENANT	13
20	CLAIMS AGAINST EACH OTHER	14
21	DIRECT MARKETING AND COOLING OFF	14
22	CANCELLATION OF THIS LEASE BY THE TENANT BEFORE EXPIRY OF THE INITIAL PERIOD	14
23	BREACH OF THIS LEASE BY THE TENANT	15
24	BREACH OF THIS LEASE BY THE LANDLORD	15
25	ACKNOWLEDGEMENT BY THE TENANT	15
26	ARBITRATION	15
27	LEGAL COSTS	15
28	LETTERS AND NOTICES	16
29	JURISDICTION OF THE MAGISTRATES' COURT	16
30	TENANTS WHO ARE FOREIGNERS	16
31	PARTIES MARRIED IN COMMUNITY OF PROPERTY	16
32	CREDIT INFORMATION	17
33	ENTIRE AGREEMENT IN WRITING	17
34	LANDLORD'S HYPOTHEC	17
35	RELAXATIONS OF INDULGENCES	17
36	EFFECT ON INVALIDITY OF PROVISIONS	17
37	SIGNATURES OF PARTIES ON DIFFERENT COPIES OF THIS LEASE	17
38	SURETYSHIP	17
39	LETTING AGENT EFFECTIVE CAUSE	18
40	MARKETING THE PREMISES TO PROSPECTIVE TENANTS OR PURCHASERS	18
41	POTENTIAL SALE	18
42	IMPROVEMENTS	18
43	SPECIAL CONDITIONS	18
44	SIGNATORIES	19

K.S
A.
initial