

MANAGEMENT AGREEMENT

LANDOWNER

Name:

Identity Number/Company registration:

Contact details:

MANAGER

Name: Happy Home

Company registration: 2019 / 494691 / 07

Contact details: josh@thehappyhomeza.com,

It is agreed that the above mentioned parties enter into a management agreement for The Premises on the following terms and conditions as set out in this management agreement ("Agreement")

1. THE PREMISES (ADDRESS) :

2. THE PERIOD

The Agreement is for a fixed period of **12 months** ("**Management Period**") commencing on the 1ST **day of** and, unless terminated earlier by operation of law or by virtue of any of the provisions hereinafter contained, terminates at midday on the on which date the MANAGER undertakes to vacate the Premises.

3. USE

4. THE PREMISES SHALL ONLY BE USED FOR RESIDENTIAL ACCOMMODATION.

5. MAXIMUM NUMBER OF PERSONS TO OCCUPY PREMISES: PERSONS

6. THE MANAGER SHALL BE ALLOWED TO USE THE APARTMENT FOR SUBLETTING ON SHARE ECONOMY PLATFORMS, SUCH AS AIRBNB AND BOOKING.COM.

7. MANAGEMENT FEE

7.1. The MANAGEMENT FEE for the Premises shall be the sum of 20% of the total gross bookings.

7.2. The Owner shall pay additional costs of Wifi, DSTV (if applicable), electricity, water, sewerage, gas and maintenance costs where a plumber, electrician is needed.

8. BANKING DETAILS

NAME OF BANK:

ACCOUNT HOLDER:

ACCOUNT NUMBER:

BRANCH CODE

TYPE OF ACCOUNT: current account

BRANCH:

9. BREACH

9.1. Should the MANAGER:

9.1.1. Fail to pay any Net Rental on due date; or

- 9.1.2. Commit or allow any other breach of any material terms of this Agreement and fail to remedy that breach within a period of 20 (twenty) business days after the receipt of written notice to that effect by the Landowner, or
 - 9.1.3. Repeatedly breach any of the material terms of this Agreement(including non-conformance with the conduct rules in such a manner as to justify the Landowner in holding that the MANAGER's conduct is inconsistent with the intention or ability of the Tent to carry out the terms of this Agreement; or
 - 9.1.4. Commits and act of insolvency; then in anyone of such events the Landowner shall, to the extent allowed by law, without prejudice to its rights to damages or to its right to eject the MANAGER from the Premises or its right to re-enter and take possession of the Premises or to any other claim of any nature whatsoever that the Landowner may have against the MANAGER as a result thereof be entitled to cancel this Agreement 20 (twenty) business days after giving written notice to the MANAGER of a material failure by the MANAGER to comply with the Agreement.
- 9.2. Should the Landowner cancel this Agreement and the MANAGER disputes the Landowner's right to do and remain in occupation of the Premises pending the determination of that dispute, then:
- 9.2.1. The MANAGER shall continue to pay, on due date, all amounts due by the MANAGER in terms of this Agreement, and

10. INSPECTION

- 10.1. The MANAGER undertakes to allow the Landowner or his Agent access to inspect the Premises at all reasonable times.
- 10.2. The landowner may at any time have access to the Premises for showing prospective MANAGERS or purchasers the Premises. The Landowner may at all reasonable times show any prospective MANAGERS or buyers the interior of the Premises.

11. TERMINATION

- 11.1. The MANAGER/Landowner shall be entitled to terminate at any time by giving the MANAGER/Landowner 30 calendar days' notice in writing.

12. CLAIMS FOR DAMAGES ON TERMINATION OF AGREEMENT

- 10.1 The manager shall return the premises to the landlord in the same condition it was received at the commencement of the Management agreement.

13. ENTIRE CONTRACT

- 13.1. To the extent allowed by law, no variation of this Agreement shall be of force or effect unless it is in writing and is signed by both the Landowner and MANAGER.

14. ACKNOWLEDGEMENT

The MANAGER acknowledges that he/she is aware of the terms printed in bold and has read and understands the contents of this Agreement prior to signing.

SIGNED at _____ on this the _____ day of _____ 20__.

MANAGER _____

Duly Authorised

SIGNED at _____ on this the _____ day of _____ 20__.

LANDOWNER _____

Duly Authorised