

FIXED TERM LEASE AGREEMENT

STUDENT ACCOMODATION

FULL ACADEMY YEAR

Entered between

LIMPOPO CHEFS ACADEMY
("The Lessor")

For

84 Rabe Street, Mokopane ☐

82 Rabe Street, Mokopane ☐

72 Voor Street, Mokopane ☒

(please select X)

And

TLOU PONTSHO MAHLOANA

(Student Full names & Surname – "The Tenant/Lessee")

0006065368083

(Student Identity No)

(Student No)

31 MAGES WEST PARK PTA

(Student Physical Home Address)

065 844 0904

(Student Contact Telephone number/s)

Assisted/ represented by: (Parent or Guardian) *delete in applicable

MALOSE T. MAHLOANA

(Full names & Surname)

6812130346085

(Identity No)

31 MAGES STREET WEST PARK PTA

(Physical Home Address)

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The following has been agreed between the parties:

1. INTERPRETATION

1.1 A month starts on the 1st day of the month and ends on the last day of the month.

2. LETTING AND HIRING OF THE PROPERTY

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*all signatories

2.1 The Lessee lets and Lessor hires the property (select below) in terms of this lease:

- ☐ 84 Rabe Street, Mokopane: Room _____
- ☐ 82 Rabe Street, Mokopane: Room _____
- ☒ 72 Voor Street, Mokopane: Room _____

2.2 The Lessee declares to destine the accommodation only for purposes of study and that the residence is not his/her main residence.

3. DURATION

3.1 The Lease is contracted for a period of one academic year. The Lease is for a fixed period without variation, cancellation or early termination options.

This period starts on 01 Jan 21
And ends on 31 DEC 22

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3.2 The Lease ends on the agreed date without term and notice and the Lessee shall clear the property completely and must return all keys to the Lessor.

3.3 Should the Lessee intend to return to the property for the next academic year, the Lessee and the Lessor shall enter into a new lease agreement. The Lessee shall be entitled to arrange with the Lessor to store his/her personal effects in a designated store-room over the December holidays.

4. RENTAL

4.1 A rental deposit is payable equivalent to 1 (one) months rent. After agreement expired, thorough room inspection will be done and if no maintenance (painting, fixing of doors, windows, beds, bathrooms, etc.) is required the full deposit amount will be paid back to the tenant 1 (one) month after agreement expired.

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4.2 The rental is (please select below X)

R1500

R2 000.00 (two thousand Rand) for a **SHARING ROOM** ☒

R2 200.00 (two thousand two hundred rand) for a **NON-SHARING, NON-ON SUITE ROOM** ☐

R2 500.00 (two thousand five hundred rand) for a **SHARING ROOM ON SUITE** ☐

R4 000.00 (two thousand four hundred and fifty rand) for a **NON-SHARING ON SUITE ROOM** ☐

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4.3 The rental must be paid in advance, in the Lessor's account. No cash shall be paid to the Lessor's employees. The rent must be paid on or before the **FIRST DAY** of the month.

4.4 Failure to pay rent in advance or if payment fall behind 2 (two) months or more, the Lessor has the right to request the tenant to move out of the property/room.

5. PREMATURE TERMINATION

5.1 The Lessor shall be entitled to terminate the lease by giving a month's notice in the following circumstances where:

- 5.1.1 The Lessee commits a breach of the House Rules;
- 5.1.2 The Lessee's behavior disrupts other students, particularly if the Lessee behavior affects the ability of other students to study or interferes with the peace and privacy of other tenants;
- 5.1.3 The Lessee is no longer enrolled as a tertiary student with Limpopo Chefs Academy;
- 5.1.4 The Lessor shall be entitled to summarily terminate the lease where the Lessee fails to make timeous payment of the rental due;
- 5.1.5 The lease shall be automatically terminated in event of the death of the Lessee.

6. DAMAGE TO THE PROPERTY

The Lessee shall not drive any screws or nails into the walls of the property. Therefore, the Lessee shall be liable for any damages done to the premises, the unit, building or any part thereof.

7. MAINTENANCE AND REPAIRS

The technical maintenance and the repairs must be paid for by the Lessor, as is determined by the law. In case of any damage or defects that require repairs, the Lessee will notify the Lessor as soon as possible. The Lessor commits himself to make the necessary repairs as soon as possible. The Lessor is obliged to put at the disposal to the Lessee all manuals and safety precautions concerning the electric installations and devices in the room. All the maintenance will be carried out by Limpopo Chefs Academy management. If any of the items listed below happen in your unit contact management soon: No hot water, Electric faults, Bad water leaks, Storm damage (including fallen trees or branches), No power throughout the house, Blocked drains and toilets, Fire damage, Stove not working, Sewerage problems and Burst water mains and pipes.

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8. KEYS – HOUSE AND ROOM

The Lessor shall furnish the lessee with one (01) set of house keys and room keys. Should the lessee requires additional keys, it will be furnished at a charge by the lessor. All such keys shall remain the property of the lessor. No additional locks shall be allowed on any door of the Leased Premises/room nor shall the lessee change the locks without the lessor's permission, and the lessee shall not make, or permit to be made any duplicate keys, except those furnished by the lessor. Upon termination of this Lease, the lessee shall surrender to the lessor all keys of the Leased Premises/room.

In the case that the lessee loses the keys provided by the lessor when the lessee occupied, the lessee will be responsible for the replacement of the lost keys. Lost keys means that the security of the premises has been compromised, therefor, the lessee will be required to handle the costs incurred in changing the locks or the callout of a locksmith.

9. HOUSE RULES

- 9.1** The Lessee undertakes to abide by the House Rules applicable to the accommodation occupied by the Lessee, and agrees that the Lessor may terminate the agreement should the Lessee commits a breach of any of the House Rules.
- 9.2** The Lessee shall refrain from any activity that may disturb other students, tenants or neighbors, caused by them or by any third party that may have been given access to the property by the Lessee. Loud music or other noise and unruly visitors are strictly prohibited.
- 9.3** No friends are allowed to visit or be on the property later than 9pm at night. Should friend sleep over the tenant/lessee will be charged a daily rate for the accommodation of friends at R300.00 per day.
- 9.4** No friends are allowed to be on the property alone. Friends should always be accompanied.
- 9.5** No friends allowed in sharing room. Please respect your room mate and his/her belonging.
- 9.6** No electrical heaters / oil heaters allowed in the rooms, but you are allowed to have an electric blanket fitted to your bed – for safety reasons.

10. CLEANING OF ROOMS

The Lessee is required to keep the inside and outside of his/her home/room clean and tidy. Rubbish cannot be allowed to build up around the Lessee's room.

11. BYE LAWS

The Lessee shall strictly observe all the Government, Provincial and Municipal Laws. Bye Laws and regulations applicable to the premises and conditions of title of the property.

12. LESSEE'S DUTIES

The Lessee shall:

- 12.1** Keep the property and all parts thereof clean, tidy and habitable;
- 12.2** Not use the property or allow it to be used, for any purpose other than student accommodation conducive to study;
- 12.3** Refrain from interfering with the electrical or plumbing installations serving the property;
- 12.4** Not keep any live animals on the premises;
- 12.5** Take all reasonable steps to prevent blockages and obstructions from occurring in the drains, sewage pipe and water pipes serving the property.

13. LESSOR'S RIGHT OF SECURITY

The Lessor's representatives, agents, servants and contractors may at all reasonable times, without thereby giving rise to any claim or right of action on the part of the Lessee or any other occupier of the property or any part thereof, enter the property or any part of the buildings in order to inspect them, to carry out the necessary repairs, replacements, or other works, or to perform any other lawful function in the bona fide interests of the Lessor or the Lessee, but the Lessor shall ensure that this right is exercised with due regard for and a minimum of interference to the beneficial enjoyment of the property by the Lessee.

14. SECURITY AND SAFETY

- 14.1** The Lessee shall not compromise the security of the premises or that of any other occupant of the premises by permitting or allowing any unauthorized person/s to enter the premises or any part of the Lessor's property through the security gate or by any other means;
- 14.2** The Lessor will not be held responsible for any losses incurred by the Lessee whilst residing on the premises. The Lessee is therefore advised to take due and proper care of his/her property by ensuring that his/ her room is kept locked when not inside at all times. The keys must always be safely kept and never given to anyone. Lost keys will lead to issuing keys and the Lessee will bear the cost of the new key.
- 14.3** The Lessee is prohibited from tampering with any security or firefighting equipment as is a serious offence. Should the Lessee be found to have tampered with security or firefighting equipment, the Lessee shall be liable for the costs of the repair or replacement of such equipment, and may also be liable to criminal prosecution.
- 14.4** Naked flames are a potential hazard so candles, oil lamps etc. are not acceptable.
- 14.5** Firearms or any form of weapon is strictly forbidden.
- 14.6** Group meeting or demonstrations are strictly forbidden.

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15. BREACH

- 15.1** In the event of the Lessee failing to pay the rental by the 1st (first) day of the month and fails to make payment within 7 (seven) days thereafter, (or such longer reasonable period to which the Lessor consents), then in either event it shall be lawful for the Lessor to:
- 15.2** Cancel the lease and the Lessor may appropriate the deposit towards any rental due or arrear rental;
- 15.3** Be repossessed of the property with immediate effect;
- 15.4** And recover from the Lessee damages for the default or breach and the cancellation of this lease.
- 15.5** In the event of the Lessor having cancelled the lease and the Lessee refusing to vacate the premises after being requested to do so by Lessor, the Lessor shall be entitled to institute legal action against the Lessee for eviction from the premises, and the Lessee agrees that he/she will be liable for payment of the Lessor's legal costs on the scale as between Attorney and Own Client.

16. DOMICILIA

The Lessor and Lessee choose as their domicilia citandi and executandi the addresses mentioned on page 1 hereof, but either party may change his domicile by written notice to the other party with effect from the date of receipt by latter of such notice.

17. WHOLE AGREEMENT

- 17.1** This is the entire agreement between the parties.
- 17.2** Neither party relies in entering into this lease upon any warranties, representations, disclosures or expressions of opinion which have not been incorporated into this agreement as warranties or undertakings.
- 17.3** No variation or consensual cancellation of this lease shall be of any force or effect unless reduced to writing and to writing and signed by both parties.

18. NON-WAIVER

- 18.1** Neither party shall be regarded as having waived, or be precluded in any way from exercising, any right under or arising from this lease by reason of such party having at time granted any extension of time for, or having shown any indulgence to the other party with reference to, any payment or performance hereunder, or having failed to enforce, or delayed in the enforcement of, any right of action against the other party.

19. DECLARATION

20. SIGNATURES

STUDENT SIGNATURE

Date _____

MALOSE MAHLOANA

LCA ACCOMMODATION AGREEMENT 2021 MOKOPANE



*all signatories



PARENT/GUARDIAN/SPONSOR/BURSARY SIGNATURE

Date

12 MAR 21

LIMPOPO CHEFS ACADEMY REP FULL NAMES AND SURNAM (LESSOR)

LIMPOPO CHEFS ACADEMY REP SIGNATURE

Date


Limpopo Chefs Academy

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*all signatories

ACCOMODATION HOUSE RULES

1. LEASE TERMS AND CONDITIONS

The lease shall start on the Lease start date and terminate on Lease end date as set out in Clause 3.1 of the Lease Agreement. The Lease is for a fixed term period without variation, cancellation or early termination options.

2. RENTAL PAYMENTS

Rental shall be payable for the period of lease and is the monthly rental as stated in the lease. All rentals are due on or before the first of each month. The rental is payable into the Lessor's bank account or anyone contracted to manage the rentals. Non-payment of rentals results in breach of contract.

3. USE OF PREMISES

The Premises shall only be used for residential purposes only and for no other purpose whatsoever and the lease shall not allow any disorderly conduct on the premises. The Lessee shall not sublet, nor allow any person to occupy the premises with or without payment to the Lessee. The premises shall be kept conducive to study at all times.

4. INSURANCE

The Lessee is responsible for insuring his/her person and personal effects and the Lessor shall not be responsible for any loss or damage or any personal injury suffered by the Lessee or his visitors in the building, irrespective of whether such a loss is due to natural cases or any other cause whatsoever.

5. INDEMNITY

The Lessor or its employees shall not be liable for any damages, injury, and loss of possessions or loss of life caused by the Lessee or the Lessee's visitors for any reason whatsoever. The Lessee indemnifies the Lessor against any loss or damages that the Lessee may suffer in consequence of any act of the Lessee, the Lessee's guests, visitors or against any loss or any damage that the Lessor may suffer as a result of non-compliance by the Lessee with any provision of the lease agreement or house rules.

6. LESSOR'S ACCESS

The Lessor shall be entitled at all reasonable times to enter the premises to inspect the condition of the unit/room at least once a month and with its maintenance team to execute any repairs to the premises.

7. BREACH

In the event of the Lessee failing to pay the rental by the 1st day of the month and fails to make payment within 7 days (or such longer reasonable period to which the Lessor consents) then in either event it shall be lawful for the Lessor to:

- i. Cancel the lease and may appropriate the deposit towards any rental due or arrear rental.
- ii. Ensure the Lessee vacates the premises with immediate effect.

8. WATER AND ELECTRICITY

Included in the rental is the amount allocated for the use of electricity and water. In order to maintain the level charged we ask you to use only the minimal amount required. Please ensure that all taps are closed after use and power is switched off when not in use or anytime one leaves the room. Water should be used sparingly; all Lessees are requested to report all leakages to the caretaker as soon as they are noticed.

9. PEACE AND QUIET

Serious and disorderly behavior leading to the disturbance of other Lessees may result in the termination of the contract. **Playing of music at very high levels is strictly forbidden.** The Lessor reserves the right to confiscate any musical equipment in the event of the Lessee not adhering to the rules. Such equipment shall only be returned to the owner at the end of the semester. Shouting and calling out loud is unacceptable.

10. CARE OF THE ROOMS AND BUILDING SURROUNDINGS

The Lessee is required to keep his/her room clean and tidy at all times. All the rooms shall be inspected on a regular basis. Any damage found to the Lessee's room will be billed to the Lessee and the Lessee shall make payment within 7 days of being presented with an invoice. The Lessee will ensure that prior to leaving the room for weekends or holidays the room is cleaned. No posters or other items may be permanently affixed to the walls of your rooms or any part of the building which is not the notice board. Clothes or other items may not be hung from the windows of the building.

11. DRUGS, SMOKING, AND ALCOHOL

The property is a smoke free building. The use of drugs, smoking and drinking is strictly prohibited within the Lessee's room and all the common areas of the building. Consumption and storage of alcohol is not allowed in the Lessee's room or in the building. Should alcohol and any form of drugs be found in the Lessee's possession the Lessor reserves the right to immediately terminate the Lease Agreement.

12. SECURITY AND SAFETY

The Lessor will not be held responsible for any losses incurred by the Lessee whilst residing on the premises. The Lessee is therefore advised to take due a proper care of his/ her property by ensuring that his/her room is kept locked when not inside at all times. The keys must always be safely kept and never given to anyone. Lost keys will lead to issuing of new keys and the Lessee will bear the cost of the new key.

The Lessee is prohibited from tampering with any security or firefighting equipment as it is a serious offence. Naked flames are a potential hazard so candles, oil lamps etc are not acceptable. Firearms or any form of weapons is strictly forbidden. Group meetings or demonstrations are strictly forbidden.

13. VISITORS

Visitors are welcome between 10h00 and 21h00 provided that visitors adhere to the house rules and Lease Agreement. The Lessee is not allowed to have more than two visitors at any given time. Visitors are required to report to security where the Lessee will collect them from. Visitors will be required to leave their identity documents with the security prior to being allowed access into the building. Visitors are not allowed in the building without the Lessee's presence. You will be liable for any damages caused by your visitor. **VISITORS HAVE ACCESS TO THE BUILDING FROM 10.00AM. TO 09.00PM.**

Sleeping overnight is not permitted and should a visitor sleep over a fee is payable at R300.00 per night. The Lessor reserves the right to place further restrictions on the access of visitors in the event that utility consumption increases dramatically, and/or visitor's behavior is disrupted or inappropriate.

14. SWIMMING POOL AND COMMUNAL AREAS:

- a. No glass items (alcohol bottles, glasses, etc.) allowed in or around the swimming pool;
- b. No jumping and diving into the swimming pool is allowed;
- c. No running around the swimming pool is allowed;
- d. No food or drinks allowed in or around the swimming pool;
- e. No exceptions;

