

# **CLASSIC STUDIO LEASE AGREEMENT AND TENANT RULES**

**Between**

**The “Landlord” MY DOMAIN RENTALS (PTY) LTD Company Registration Number:  
2014 / 241 873 / 07 (Represented by Chrystal Grauso)**

**And**

**The “Tenant” Passport Number:**

**For**

**Unit number My Domain, 1 Lower Church Street, Wynberg, Cape Town, 7800**

## **HARMONIOUS LIVING AT MY DOMAIN**

My Domain is a student residence with a diverse mix of Tenants from various socio-cultural backgrounds. My Domain aims to provide a safe and secure community environment for all Tenants, which contributes to academic achievement whilst living in harmony together and being socially successful.

A community functions properly when all members show respect for the rights, ideals, culture, religion and comfort of other Tenants and the staff who serve their community. Respect for property is also essential, whether personal effects or communal facilities are involved.

The philosophy at My Domain is that the rights of individual Tenants should be respected. This includes the right to privacy, security and a healthy living environment. Individuals must accept responsibility for their actions and the consequences of their actions. Individual rights can only be upheld where they do not violate the rights of other individuals in the My Domain community in general.

An atmosphere of mutual tolerance and regard is required.

## LANDLORD'S DETAILS

Full Name	My Domain Rentals (Pty) Ltd
Company Registration Number	2014 / 241873 / 07
Represented By	Chrystal Grauso
Physical Address	C/O Swish Property Group, Upper East Side, Pickwick Street, Parking Level - E1, Woodstock, 7925
Telephone Number	+27 21 447 7244
Email Address	chrystal@swishproperties.co.za

## TENANT'S DETAILS

Full Name	XXXX
Identity or Passport Number	XXXX
Physical Address	XXXX
Telephone Number	XXXX
Email Address	XXXX
Lease Period	XXXX

## LEASE AGREEMENT DETAILS

Lease Period	12 Months
Start Date	1 July 2016
End Date	30 June 2017
Date And Time To Vacate	30 June 2017 at 12pm (unless residency is extended)
Annual Rental Escalation	10%

## PAYMENT DETAILS

Monthly Studio Rental	R4 20.00
Monthly DSTV Bouquet	DSTV included in monthly rental (TV is not included)
Monthly Internet Data	Uncapped and included in monthly rental
Monthly Parking Bay	N/A
Motorcycle Rental	N/A
Monthly Storeroom Rental	N/A
Once-off Security Deposit	R4 200.00
Once-off Damage Deposit	R4 200.00
Once-off Access Card	R200.00
Once-off Access Mattress Protector Fee	R180.00
Once-off Lease & Credit Worthiness Verification Fee	R550.00
Total Amount	R13 530.00
Payable Before Occupation	R13 530.00

## MY DOMAIN MANAGEMENT DETAILS

My Domain Managing

Agent	Swish Property Administration CC
Telephone Number	+27 21 447 2744
Email Address	elzette@swishproperties.co.za

## MY DOMAIN LEASE TERMS AND TENANT RULES

The Lease Terms and Tenant Rules contain information on the conditions of residence and are designed to provide guidance to maintaining quality of life at My Domain.

No change to the Lease Agreement will be valid unless the Landlord and Tenant agree in writing and sign that change, save for the Privacy Policy which can be viewed on the My Domain website at [www.mydomainliving.co.za](http://www.mydomainliving.co.za) from time to time and shall be deemed to be incorporated into this Lease Agreement and is therefore applicable to and binding upon the Parties.

All Tenants are expected to read and accept the Lease Terms and Tenant Rules. Lack of awareness will not be accepted as an excuse for non-compliance.

### 1. DEFINITIONS AND EXPLANATIONS

In this Lease Agreement, the words below mean the following:

1. "The Consumer Protection Act" means Act 68 of 2008 read together with the final regulations of 1 April 2011;
2. "The Lease Agreement" means this Agreement between the Landlord and Tenant;
3. "The Lease Period" means 1 July 2016 to 30 June 2017;
4. "The Unit" means 328 My Domain, 1 Lower Church Street, Wynberg, Cape Town, 7800;
5. "The Landlord" means My Domain Rentals (Pty) Ltd (represented by Chrystal Grauso);
6. "The Tenant" means
7. "The Parties" means the Landlord and the Tenant;
8. "Month" means a calendar month;
9. "The monthly rental" means the rental that must be paid by the Tenant to the Landlord for renting the Unit;
10. "My Domain" means the building which comprises of various Units which the Landlord leases to various lessees;
11. "The deposit" means the security and damage deposit the Tenant must pay to the Landlord before the Tenant moves into the Unit;
12. "Date of Signature" means the date on which this Lease Agreement and Tenant Rules are signed by the last party, alternatively if the Lease Agreement was generated electronically on the My Domain website, then upon the completion and submission of all details required and the acceptance of the terms and conditions of residency;
13. Please note any reference to one gender includes the other gender and any reference to the singular includes the plural and vice versa.

### 2. THE LEASE AGREEMENT

The Tenant occupies the Unit under in terms of this Lease Agreement and must live in the Unit for the Lease Period specified in the Schedule.

The Tenant may not move to another Unit within My Domain without approval from My Domain Management. My Domain Management may require the Tenant to move to

another Unit for maintenance purposes or any other reason but will notify the tenant in writing before doing so.

The Tenant may not permit anyone else to live in the Unit with him or use it during times he is away, including family members, minor dependants, infants, lovers and friends. If the Tenant permits anyone else to use his Unit and the communal facilities, he breaches the terms of the Lease Agreement and the Landlord reserves the right to terminate the Lease Agreement.

### 3. THE SECURITY AND DAMAGE DEPOSIT

1. The security deposit is held by the Landlord to pay for any outstanding rental due to the Landlord when the Tenant leaves My Domain at the end of the Lease Period, or any time before. The damage deposit is held by the Landlord to fix up any damage to the Unit so that it can be let to a new tenant when the Tenant leaves My Domain at the end of his Lease Period, or any time before.
2. The total deposit amount is Eight Thousand Four Hundred Rand (R8 400.00) and payable to:

Bank Account Name My Domain Rentals (Pty) Ltd

Bank NEDBANK

Branch Code 123 209

Swift Code NEDSZAJJ

Account Number 1090 345 356

Reference To Use Allocated tenant code as per invoice

3. If the Tenant does not owe any money to the Landlord for any of the reasons mentioned in clause 3.1, the total deposit plus two percent (2%) interest earned annually will be refunded when the Tenant leaves My Domain at the end of his Lease Period. If there are no damages caused by the Tenant the deposit plus interest as aforesaid will be refunded within seven (7) days after the Lease Period ends. If there are damages caused to the Unit during the Lease Period and/or by the Tenant the deposit plus interest as aforesaid minus repair costs will be refunded. The Landlord will provide the Tenant with receipts to prove the amount(s) spent on repairs. This will be done between fourteen (14) and twenty one (21) days after My Domain Management has done the outgoing inspection with the Tenant or after the damages are repaired.
4. If the Tenant cancels the Lease Agreement with the Landlord and informs the Landlord that they will no longer be staying in the Unit, at any time before the end of the Lease Period, for any reason whatsoever, the Landlord may charge the Tenant a penalty fee for early termination of the Lease Agreement. The penalty fee will amount to a maximum charge of two (2) months of the rental amount which the Tenant pays to the Landlord at the time that the Tenant cancels the Lease Agreement. For example if the Tenant is paying R4, 200.00 for rent per month, the penalty fee for early cancellation will amount to a maximum of R8, 400.00.
5. The deposit may be used by the Landlord to pay or pay a part of the penalty fee only if the Tenant does not owe any money to the Landlord for monthly rental or damages. If the Tenant does owe money to the Landlord as aforesaid then the Tenant will be liable to pay the full or part of the penalty fee to the Landlord out of their own pockets, depending on the extent of the damages to the Unit or the money owed to

the Landlord for rental.

6. If there is an increase in the monthly rental, the Tenant must pay extra towards the deposit so that the deposit is equal to two (2) months of the new monthly rental amount.
7. The deposit may not be used to pay for monthly rental at any time during the Lease Period.
8. The Landlord is entitled to:
  1. Deduct money from the deposit to repair any damage that exceeds reasonable wear and tear in the Unit or damage caused by the Tenant to My Domain property and assets. Reasonable wear and tear means damage which occurs as a result of ordinary use and exposure over time.
  2. Charge the Tenant and hold them liable to pay for any amount over and above the value of the deposit, if the cost of repairing the damage is more than the deposit.

#### 4. PAYING RENTAL AND ELECTRICITY USAGE

1. The Tenant must pay his monthly rental IN FULL and in ONE PAYMENT monthly in advance, i.e. before the first (1st) day of each and every month, for the duration of the Lease Period.
2. The monthly rental amount is Four Thousand Two Hundred Rand (R4 200.00) and payable to:

Bank Account Name	My Domain Rentals (Pty) Ltd
Bank	NEDBANK
Branch Code	123 209
Swift Code	NEDSZAJJ
Account Number	1090 345 356

Use the four digit Tenant account number as detailed on the invoice which you will receive from the Landlord as the reference for your payment. It is very important that the correct reference is used, otherwise the Landlord will not be able to allocate your payment to your account.

3. The Tenant must set up a direct debit order or stop order or make an alternative payment plan to ensure his monthly rental is paid before the first (1st) day of each month.
4. The Tenant is not allowed to pay a lower monthly rental amount for any reason.
5. If the Tenant pays the monthly rental in cash and if there are bank charges, he must pay for those charges.

If the monthly rental is not paid by 1st day of each month, the Tenant agrees to pay a late payment penalty fee of One Hundred Fifty Rand (R150.00) to the Landlord.

My Domain stresses the importance of paying rental on time. Failure to maintain a positive rental history will impact on the Tenant's credit history. These days a good credit history is used for much more than just getting a credit card or a loan. Why? Let's use the example of an irresponsible friend that always asks to borrow cash. If a person knows this irresponsible friend won't pay it back on time, he won't continue to let him borrow money.

6. The monthly rental will increase by ten percent (10%) twelve (12) months after the Start Date of the Lease Agreement.
7. Electricity charges are included in the monthly rental amount.

## 5. OPTION TO RENEW THE LEASE AGREEMENT AFTER IT ENDS

My Domain Management will notify the Tenant at least two (2) months before the End Date of the following:

1. The End Date of the Lease Agreement.
2. The new Lease Terms that will apply if the Tenant renews the Lease Agreement for a further fixed Lease Period.

Notwithstanding the aforesaid, My Domain will send out a notice to all tenants in August or September requesting that Tenants indicate if they are already able to confirm their intention to renew the Lease Agreement for a further period after the End Date, and if not, requesting an indication of when they will be able to advise if they will be renewing their Lease Agreement or not. This is due to the Landlord's need to start marketing Units which tenants intend to vacate after their Lease Period ends.

Should the Tenant indicate that he/she does not intend to renew the Lease Agreement, the Landlord shall have the right of intermittent access to the Unit in order to ensure that the Unit will be ready for occupation by a new Tenant. For the Tenant's peace of mind, the Landlord confirms that security will always be present during such periods of access.

## 6. UNIT ALLOCATION

1. The Tenant is hereby informed that the Unit it is shown during a viewing at My Domain will not necessarily be the Unit where the Tenant will be placed.
2. The Landlord allocates, in its discretion, Units to tenants in accordance with the type of Unit requested by the Tenant. The Tenant therefore does not choose a specific Unit to stay in.

## 7. UNIT FURNISHINGS AND THE CONDITION OF THE UNIT

The Tenant is expected to carefully inspect the Unit and report any damage in writing to My Domain Management within twenty four (24) hours of moving in. My Domain Management will follow up on all reported problems and take corrective action as appropriate.

- 1 x 3/4 bedbase
- 1 x 3/4 mattress
- 1 x 3/4 mattress protector
- 1 x Wardrobe
- 1xDesk
- 1 x Mini refrigerator
- 1 x Induction plate
- Blind(s) / 1.5m Curtain rail(s) fitted on window(s)  
(Please note the curtain rail(s) is fitted for a standard 218cm long taped curtain)

The Tenant accepts responsibility for these items on occupation.

The Tenant must supply his own linen, i.e. pillows, sheets, blankets or duvets, pillowcases, curtain(s) and towels. Sheets must be used on the beds at all times. Mattresses must NOT be removed from the Units at any time. The Tenant must also supply his own crockery and cookware, which must be

If the Tenant fails to advise My Domain Management in writing of any problem(s) within

twenty (24) hours of moving in, it will be taken that the Unit was in a good and undamaged condition at the Start Date of the Lease Agreement and he/she is satisfied with the Unit. Upon vacating the Unit My Domain Management will do an outgoing inspection together with the Tenant. If the Tenant does not come to the inspection My Domain Management will inspect the Unit without him to see if there are any damages. If there are damages to the Unit part of, or the entire, deposit will be used as detailed in clause 3 above.

## 8. THE USE OF THE UNIT

The Tenant must use the Unit only as a place of residence, and is not permitted to use the Unit or the My Domain premises for the purpose of conducting any business without first obtaining written approval from the Landlord.

No adverts or notices are to be placed on doors or walls of the My Domain premises.

## 9. THIS IS PROHIBITED IN UNITS AND ON THE MY DOMAIN PREMISES:

### 1. STRUCTURAL CHANGES AND ADDITIONS

Tenants are not allowed to make any structural changes or additions to the Units or to the My Domain premises.

### 2. SMOKING

According to Government legislation smoking of ANY substances or cigarettes is prohibited on the My Domain premises. This policy applies to Units, communal facilities, outside covered areas and within two (2) metres of doorways, entrances and windows. Violation of this policy will, at the discretion of My Domain Management, result in a Two Thousand Rand (R2 000.00) fine.

Smoking may set off the fire sensors, requiring the evacuation of the whole building and an expensive call out by the fire brigade. Costs incurred as a result of this will be met by the Tenant responsible.

Smokers must use the designated outside smoking areas and dispose of their cigarette butts in the ashtrays provided.

### 3. WEAPONS

ANY type of weapon, including knives, firearms and ammunition are prohibited on the My Domain premises, including Tenants'™ Units.

### 4. FLAMMABLE ITEMS

Flammable and dangerous items such as fireworks, flammable liquids and gases, home brew kits, bug / pest control bombs, etc. are forbidden on the My Domain premises.

### 5. PETS

Pets are not allowed on the My Domain premises for health reasons.

### 6. ALCOHOL

Alcohol may not be kept or consumed by Tenants while on the My Domain premises. Violation of this policy will, at the discretion of My Domain Management, result in a One Thousand Rand (R1 000.00) fine.

Tenants shall observe socially acceptable practices in all areas of My Domain and must not behave inappropriately or offensively while under the influence of alcohol. Alcohol consumption is not an acceptable excuse for abusive, menacing or obnoxious conduct. My Domain Management does not accept that having a good time needs to involve damage to property, noise, mess, abuse or harassment of others.

The brewing of alcoholic beverages on the My Domain premises is prohibited and will result in a Two Thousand Rand (R2 000.00) fine and confiscation of the equipment.

## 7. ILLEGAL DRUGS

Illegal drugs are STRICTLY FORBIDDEN at My Domain.

The possession, cultivation, consumption or selling of any non-prescribed or illegal drugs and / or the possession of any equipment to aid the use of illegal drugs or substances are prohibited. ANY breach of this rule by a Tenant or his guest in any form is considered serious misconduct and as a consequence My Domain Management reserves the right to immediately terminate the Tenant's Lease Agreement and also report the incident to the police.

## 8. ELECTRICAL METERS

Any Tenant tampering with electrical meters, connections and installations shall, at the discretion of My Domain Management, have to pay a One Thousand Rand (R1 000.00) fine.

## 9. GENERAL

In respect of any fine imposed in terms of this Lease, the Tenant shall be notified of the reason for the imposition of the fine and advised of a time and place at which, or a deadline by which, the Tenant may in person or in writing furnish an explanation to My Domain Management to either dispute the fine or to reduce the fine. In the event that the Tenant fails to respond at all, or fails to convince My Domain Management to withdraw or reduce the fine, My Domain Management's decision to the imposition of the fine shall be final and binding.

## 10. CLEANING OF UNITS

My Domain cleaning staff prepare individual Units for the arrival of new Tenants. Once occupied, individual Units are not cleaned and this becomes the responsibility of each Tenant. My Domain Management can provide a cleaning service at an additional cost, however assumes no responsibility for risk or loss of personal possessions.

Each Tenant is expected to:



- Clean his Unit on a regular basis
- Maintain his Unit in a hygienic manner
- Clean the internal window in his Unit
- Take all possible steps to stop blockages and obstruction in the drains, sewage pipes and water pipes in his Unit and on the My Domain premises

Prior to vacating the Unit, My Domain Management will conduct an outgoing inspection. If any cleaning is required a cleaning fee of Two Hundred Fifty Rand (R250.00) will be deducted from the Tenant's deposit.

## 11. DECORATING THE UNIT AND PREMISES

Tenants may not fix stickers or other adhesive decorations to walls, ceilings or anywhere in the Unit or the My Domain premises. Most adhesives will remove paint and the use of nails or screws will also cause damage.

If there is any damage or any holes left that require patching the Tenant will be charged, not only for fixing the holes, but also for painting the entire surface area of the damaged section.

Murals are not permitted to be painted on any surface in the Unit or on the My Domain premises.

## 12. UNIT INSPECTIONS AND BUILDING CONDITION ISSUES

My Domain Management reserves the right to enter any Unit:

1. For ad-hoc inspections
2. In the case of an emergency i.e. situations that would cause injury to a Tenant or destruction to property (as determined by the My Domain Building Manager and My Domain Management).
3. If requested to do so by a Tenant for the purpose of maintenance or repair.

Inspections of Units and communal facilities are undertaken to identify maintenance needs, ensure that health, safety and cleanliness standards are being maintained and enable planning for renovation or refurbishment projects.

If there is a maintenance issue in a Tenant's Unit which is not his fault, he must inform My Domain Management within two (2) days of finding out about the issue. If the Tenant does not and the issue gets worse, My Domain Management may have to charge him for the repair cost.

## 13. BREAKAGES AND VANDALISM

Damaging other people's property shall not be tolerated. Tenants are prohibited from throwing ANY objects including water bombs, etc. from windows. Any claims resulting from such behavior shall be charged to the Tenant responsible, or if not identified, to the whole residence community.

Tenants are prohibited from entering or exiting My Domain through a window.

Tenants or guests must not write, draw, etch or leave any messages, symbols, pictures or other graffiti on any surface of My Domain (including walls, doors, windows, tables, etc.). Graffiti shows a lack of respect for property and environment and its creation is considered to be serious misconduct.

Tenants who deliberately and maliciously damage or destroy My Domain property (including graffiti) or another Tenant's property shall be charged as individuals or as a group. My Domain Management reserves the right to immediately terminate the guilty Tenant(s) Lease Agreement and also report the incident to the police.

#### 14. ACCESS CARDS

Each Tenant will be issued with a personally tagged access card for the Lease Period stipulated in the Lease Agreement.

Access cards are intentionally not labeled with the My Domain street address or Unit number. This is to protect Tenants against theft should the access card be lost or stolen. Please do not identify keys with a name or address. If the access card is faulty please inform My Domain Management and return it to the My Domain Building Manager. It is important that the Tenant does not put any holes in the access card or damage it in any way. Access cards that are lost must be reported to the My Domain Building Manager immediately.

Tenants will need to provide appropriate identification as well as a signed copy of the first (1st) page of Lease Agreement to be re-issued with a new card. Tenants who lose or damage their access cards will be required to meet the costs of a replacement card.

Replacement access cards will be charged at R200.00 for each individual access card lost and all access cards must be returned to My Domain Management when vacating the Unit. The charge for non-returned access cards will be taken from the damage deposit.

#### 15. GUESTS

Tenants may invite guests to My Domain, but the following conditions apply:

1. Visiting hours are between 08:00am (08h00) and 11:00pm (23h00). Guests may stay overnight by prior arrangement with Management and 24 hours' notice must be given to Student Liaison. Overnight stays are charged at R150 per night during the week, but Friday and Saturday nights are free of charge.
2. The Tenant must collect his guest at the reception area and no guest may be signed for by another Tenant. When the guest leaves the My Domain premises the Tenant must also escort him out. Guests will be required to leave either their student card or another form of ID reasonably acceptable to security with security prior to being allowed access to My Domain.
3. The Tenant is NOT allowed to have more than three (3) guests at any given time.
4. The Tenant must accompany and accept full responsibility for his guest and the consequence of his actions whilst at My Domain. Damage or trouble caused by a guest will be deemed to be the responsibility of the Tenant who invited him.
5. Guests are expected to adhere to the accepted Residence Rules whilst at My Domain and must comply with all Government legislation. A violation of this will result

in the maximum fine imposed and My Domain Management reserves the right to terminate the Tenant's Lease Agreement.

6. No function, event or party may continue after 10:00pm (22h00) on Sundays to Thursdays and 11:00pm (23h00) on Fridays and Saturdays. Under no circumstances may any of the above be held in Units, they are strictly to be held in the communal use areas of My Domain.
7. My Domain Management reserves the right to place further restrictions on the access of guests in the event that utility consumption increases dramatically, guests' behavior are inappropriate or the people carrying capacity of the building is compromised in any way.

## 16. COMMUNAL FACILITIES

My Domain offers a range of facilities for the communal use of Tenants.

The communal facilities are attended to by My Domain cleaning staff on a weekly basis; however Tenants share the responsibility for creating a pleasant living environment. The My Domain cleaning staff are not maids and tidy, hygienic, adult attitudes towards household cleanliness are expected.

Please adhere to the following basic principles:

- Place all rubbish in the appropriate recycling bins provided and dispose of waste appropriately in the designated recycling bins
- Keep communal facilities clean and tidy at all times
- Do not place personal items such as door mats, pot plants or shoes in the hallways or stairways

## 17. FURNITURE IN COMMUNAL FACILITIES

Furniture and equipment provided in My Domain communal areas and Tenants' Units must remain where it's located and must not to be moved to other communal areas or Units.

## 18. KITCHENETTES

When using cooking equipment in the Units, tenants are required to comply with the signage installed. Failure to comply will likely set off the fire sensors and the Tenant will pay the cost of the fire brigade attending, together with any administration charge imposed by the fire brigade and / or My Domain Management if a false alarm occurs.

Please adhere to the following basic principles:

- Wipe down kitchen surface after use (ants and other pests can quickly become a problem when food is left out)
- Wipe out microwaves after use and NEVER place any type of metal in microwaves
- Do not leave out of date items in the mini refrigerators

Failure to maintain proper hygiene standards will incur a Two Hundred Fifty Rand (R250.00) cleaning fee and My Domain cleaning staff will clean the affected area.

19. LAUNDRY There is a laundry located on the first floor of My Domain and this is for Tenant use only. Out of respect for other Tenants, please keep the laundry clean and wipe out the

machines after use. My Domain has environmentally friendly top-loading washing machines and dryers. The washing machines use less detergent and Tenants should purchase detergents labeled for use in top-loading machines. As a matter of courtesy, please empty machines promptly when their operating cycle has ended. If the Tenant is not present in the laundry when his clothes are washing / drying, he must leave a bag or basket on the top of the machine. This is a sign for other Tenants that he wants them to place his fully washed or dried clothes in that container awaiting his return. **VERY IMPORTANT:** Under no circumstances should any Tenant terminate another Tenant's machine cycle early or throw their clothes out of a machine. Penalties for misconduct may apply. No washing or any other items are permitted to be hung outside Unit windows or anywhere in the My Domain communal areas.

**20.VEHICLES AND PARKING** Motor vehicles, motorcycles and bicycles parked at the My Domain premises at the owner's own risk. Tenants with an allocated parking bay must obtain a parking permit from My Domain Management to park in My Domain parking bays. The parking permit is valid for the duration of the Lease Period and should be displayed in the car windscreen. Due to limited parking spaces, only one parking bay per Tenant is allowed. My Domain Management will clamp cars parked without permits, those illegally parked in disabled or visitor bays and those parked on red and yellow lines. The clamp release fee of Two Hundred Fifty Rand (R250.00) per day is payable to the My Domain Building Manager. For security reasons, My Domain strongly advises against leaving any items of value visible in your car. Motorcycles must be parked in the allocated motorcycle parking spaces. Please use a good locking system to secure all bicycles stored in the racks. Owners of vehicles, motorcycles and bicycles which are parked in a way that block access and exit roads will be fined and the vehicle removed.

**21.CONSERVATION OF THE ENVIRONMENT** My Domain is a community of over 460 Tenants. This means we leave a big footprint on the environment. We ask all Tenants to consider the impact of our significant energy usage and large output of waste products. Please adhere to the following basic principles:

- Take time to place cardboard and flattened cardboard packages, paper, juice and milk cartons, glass, plastic bottles and aluminum cans into the appropriate recycling bins.

**LANDLORD INITIAL**

**TENANT INITIAL**

- Only recyclable items should go in the recycling bins. To do otherwise contaminates the whole recycling program both here and at the waste depot. Do not contaminate the recycling with food or dirty items. The following does not belong in recycling:
- Food scraps;
- Clothing items;
- Take-away food containers or utensils;
- Soiled paper or napkins; and
- Please rinse milk and juice containers before putting it in recycling.

In addition to the above, each Tenant must please consider the following energy saving practices:

- Turn off lights in the Unit when he is not in it ;
- Turn off the lights in the laundry, study areas and entertainment areas if he is the last to leave; and
- Turn off electrical appliances when not in use (for example, even those little standby lights on the front of the TV use energy!).

**22. SECURITY** Each Tenant must ensure that his Unit is always locked, especially when left unattended (even if only to make a quick trip to the communal facilities). Unlocked doors encourage theft. Please also do not leave valuables such as laptops, wallets, keys and bicycles unsecured or unattended at any time. My Domain can take no responsibility for the security of personal items. Tenants are not permitted to give keys to non-tenants for access to their Unit. Units found left open whilst unattended will result in the door being closed and locked by the My Domain Building Manager. Tenants may not change any cylinder door lock to any door in My Domain.

**23.PREVENTION OF THEFT** My Domain strives to provide its Tenants with a safe and secure community environment. Unfortunately thieves exist in our society. Valuable equipment is stored in the communal areas so each Tenant must please ensure that he keeps exit doors closed to prevent outsiders from entering or damaging the My Domain premises or facilities. There are several ways in each Tenant can further increase his level of security:

- Ensure that

his Unit is locked when he leaves; i. Do not prop open fire doors; i. Do not allow people to follow you into the My Domain premises; i. Get to know your neighbors; i. Never lend your access card / key or to another person; i. Do not leave your Unit window open when you are not in your Unit; i. Do not leave money or valuables in full view; i. Notify the My Domain Building Manager or security if you notice any suspicious activity, unacceptable or odd behavior in and around the My Domain premises.

**24. PERSONAL SAFETY AND SECURITY** Tenants must take all reasonable steps to minimize any negative impact their behavior may have on other Tenants. Please adhere to the following basic principles: i. Do not act in a reckless or dangerous manner that may cause harm to the Tenants, others or the My Domain premises and facilities; i. Do not burn items such as candles in Units and leave it unattended; i. Do not engage in any activity within, near or around the My Domain premises which may cause injury to someone or damage to property; i. Comply with all My Domain health and safety policies and procedures; and

**11 LANDLORD INITIAL TENANT INITIAL** i. Follow specific safety and evacuation procedures and evacuate the premises when the fire alarm sounds, or if instructed by a My Domain staff member.

**25. INSURANCE** My Domain and its Management staff are not responsible for any damage or loss caused to personal items located on the My Domain premises. Tenants are encouraged to take out appropriate insurance and are advised to check that the contents policy they are purchasing is valid for a student residential accommodation setting.

**26. FIRE ALARMS** There are fire sensors in each Unit and the communal areas of My Domain. If a fire alarm sounds, Tenants are required to vacate their Units and move calmly to the fire exits, regardless of the inconvenience. My Domain Management and staff are required by law to enter Units during fire alarms to ensure that all Tenants have been safely evacuated. The privacy of Tenants is respected wherever possible, but safety is a priority in an emergency situation. In the event of a fire or other incident where Tenant safety is endangered, Tenants are required to follow the instructions of My Domain staff members. Evacuation when required is compulsory for all Tenants. Please respect the efforts of the My Domain staff who are trying to help and do their job. Failure to evacuate a building during a fire alarm can result in a hefty fine imposed by the Cape Town Fire Department. Do not return to an evacuated room until instructed to do so by a My Domain staff member. NEVER ASSUME that a fire alarm is false. FIRE KILLS!

**27. FALSE FIRE ALARMS** Where the fire service is called out on a false alarm caused by the use of candles, incense, oil burners, pest / bug control bombs, toasters, cooking equipment or smoking in Units or the My Domain premises, or where deemed the fault of the Tenant's action, that Tenant will be responsible for the cost of the call out charged to My Domain by the fire service. Please note that where Tenants tamper with fire safety equipment in their Unit or the My Domain in the hope of hiding such activities, the Tenant will be fined Two Thousand Five Hundred Rand (R2 500.00) for misconduct. As this is a criminal offense, My Domain reserves the right to also lay criminal charges against the responsible Tenant and cancel the Tenant's Lease Agreement.

**28. FIRE EQUIPMENT** Fire extinguishers are located in all My Domain hallways and communal areas. These are to be used for small fires only such as cooking fires where oil has ignited. Used fire blankets / extinguishers must be returned to the My Domain Building Manager for immediate replacement. Fire equipment that is not in working order jeopardizes the safety of all Tenants and My Domain Management will regularly be checking all fire equipment including fire extinguishers and hoses, fire alarm boxes, smoke detectors, exit signs and evacuation maps. It is against the law to tamper with fire equipment including removing or covering exit signs, damaging exit signs, altering the function of door closers, disabling or covering smoke detectors, discharging fire extinguishers for any purpose other than putting out a fire and doing anything that may compromise the proper functioning of fire equipment. Violators will be subject to substantial fines, criminal penalties and the termination of their Lease Agreement. Any fire

equipment repair or replacement that results from Tenant misconduct will be charged to the Tenant(s) responsible. If the responsible party cannot be determined, the fine and related damage will be charged to all My Domain Tenants. 12 LANDLORD INITIAL TENANT INITIAL

**29.ELECTRICAL SAFETY** Tenants are asked to ensure that all personal electrical appliances used at My Domain comply with South African Safety Standards. If the Tenant requires additional power points in his Unit, a power-board with an overload safety feature and surge protection should be used. To prevent overloading electrical circuits and to conserve energy, please limit electrical equipment in Units to such items as docks, irons, hair dryers / straighteners, curlers, shavers, lamps, computers and portable radios (no Hi-Fi's). These items must be maintained in good and clean operating condition. The cost to repair damage caused by any faulty appliance(s) and / or call out charges for electrical trappings caused by overloading electrical plugs will be charged to the Tenant. Cooking appliances, portable heaters, exercise equipment, air conditioners and other such items are PROHIBITED in Units. Tenants must comply with the following fire and safety policies which are intended to prevent injuries in My Domain and to ensure compliance with health and safety regulations:

- Never modify a plug by bending or removing the prongs;
- Extension cords should only be used when necessary and do not "daisy chain" extension cords;
- Large appliances are not permitted in rooms; and
- Promptly replace frayed or damaged cords.

**30.ACCIDENT OR EMERGENCY** With the exception of ambulance transport, it's the responsibility of the patient to arrange transportation to required medical services. In the event of an accident or emergency, please contact the My Domain Building Manager for help. Where transportation to medical services is required, it's the responsibility of the patient to pay for the associated costs. 31.CONDUCT AND BEHAVIOUR Tenants are expected at all times to display mature, tolerant, courteous behavior and consideration for others. Tenants should act in such a way as to cause no offence, inconvenience, harm or disturbance to any other Tenant or My Domain employee. Furthermore, no Tenant should act in a manner which would bring My Domain into disrepute. Tenants of My Domain are responsible for ensuring that their guests also uphold the expected standards of behavior while visiting My Domain. 32. NOISE Tenants must be respectful of noise levels and considerate of the rights of others to sleep and study in peace. Noise that affects other Tenants' ability to study, sleep or relax and is audible beyond an individual Unit is not acceptable at any time. As a general rule, there should be no disruptive noise after 10.00pm (22h00). Radios, stereos and musical instruments may only be used at reasonable hours of the day and will be restricted to a low level during quiet hours. Tenants are urged to use sound equipment with headphones where possible and avoid using excessive base where the thumping sound will transfer to neighboring Units. At any time of the day, a Tenant has the right to respectfully and politely ask people making excessive noise to stop and it's expected that reasonable requests will be accommodated immediately. Failure to comply may result in a fine of Two Hundred Fifty Rand (R250). 33.OFFENSIVE AND UNACCEPTABLE BEHAVIOUR In all forms offensive and unacceptable behavior is totally intolerable and the Landlord reserves the right to terminate the Tenant's Lease Agreement. Offensive behaviour includes:

- Abusive, threatening, menacing, obscene, obnoxious or antisocial conduct. It also includes physical assault, fighting and bullying.

Unacceptable behaviour includes:

- Excessive noise;
- Drunkenness on the My Domain premises;
- Selling and / or possession of drugs or illegal habit forming substances;

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- Illegal possession of and keeping a weapon;
- Harassment;
- Tampering with safety or security equipment;
- Intentional damage to fixtures, furnishings, Units and communal facilities; and
- Assault or abusive language against another Tenant, staff and security, service providers or members of the public.

**34.HARASSMENT AND DISCRIMINATION** My Domain affirms that the right of all Tenants is to

live free from harassment and discrimination of any kind, including harassment, ridicule or discrimination based on gender or sexual preference, race, religion, age, disability, nationality or marital status. Harassment or discrimination in any form is unacceptable and is illegal under South African Laws. Harassment is any form of behavior that causes offence and this can include comments and suggestions, leering, physical contact or explicit or implied demands. It also includes display of offensive images in posters, graffiti, movies or video footage. Harassment may occur unintentionally, but itâ€™s still harassment. Itâ€™s unwelcome, uninvited and unreciprocated behavior. If the Tenant is harassed, he should not believe that he is to blame for someone elseâ€™s unacceptable behavior. If the Tenant feels able, ask the person to stop. Sometimes the person may not be aware that their actions are causing the Tenant offence.

**35.ADDRESSES WHERE THE LANDLORD AND TENANT WILL RECEIVE LETTERS AND NOTICES** Any letters or notices that either the Landlord, or Tenant sends by registered post to the other person shall be considered received four (4) days after the date of posting. Letters or Notices delivered to the My Domain Units by hand or sent to the email addresses below, shall be considered received on the date of delivery or transmission. Landlord: angelo@swishproperties.co.za Tenant: runyararonaz@gmail.com

**36. COSTS** If either the Landlord or Tenant has to take legal action against the other, each of them will be entitled to claim legal costs from the other on the attorney and own client scale.

**37.JUDGEMENT BY AN IMPARTIAL PERSON** If the Landlord and Tenant are unable to sort out any differences in the Lease Agreement, the President of the Law Society of the Good Hope may be approached to recommend a competent, suitably qualified, independent and objective party, who at the partiesâ€™ cost, can mediate and / or arbitrate the dispute.

**38.RELAXATION OR INDULGENCES** If the Landlord chooses not to act against the Tenant if the Tenant does not follow the Lease Agreements Terms and Tenant Rules, it does not mean that the Landlord cannot demand that the Tenant comply with the Lease Terms and Tenant Rules at any time thereafter.

**39.FOREIGNERS AND THEIR DUTIES** If the Tenant is a non-resident as described in terms of The Immigration Act 13 of 2002, he warrants that he has a legitimate residence permit which is valid for the fixed Lease Period(s). The duty to show the Landlord proof of being a South African resident or a foreigner legitimately in South Africa to study is the Tenantâ€™s responsibility alone when and if requested to do so.

**40.MATRIMONIAL PROPERTY ACT** The Landlord and Tenant hereby confirm that they have complied with all the terms necessary in terms of the Matrimonial Property Act 88 of 1984. This means that if the Tenant is married in community of property, the spouse will be considered to have agreed and given the necessary permission to the Tenant to enter into this Lease Agreement.

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**41.TENANT CONSENT CLAUSE** The Tenant hereby agrees and allows the Landlord:

41.1 At all times, to contact, request and obtain information from any credit provider (or potential credit provider) or registered credit bureau that may be necessary to assess the behavior, profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the Tenant;

41.2 To provide information concerning the behavior, 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 Tenantâ€™s dealings with the Landlord.

**42.PROTECTION FOR THE LANDLORD** The Tenant will not be allowed to sue the Landlord for any loss, damage or injury which the Tenant may experience unless it is because the Landlord was grossly negligent.

**43.BREACHING OR NOT COMPLYING WITH THE TERMS OF THE LEASE AGREEMENT** The Landlord is entitled to, over and above any other rights in law, to immediately cancel this Lease Agreement if:

43.1 The Tenant fails to pay the monthly rental or any other amount due to the Landlord; and

43.2 Fails to comply with any terms as required in the Lease Terms of this Lease Agreement within five (5) business days

of a letter being sent to the Tenant, telling him what to do to sort out the wrongdoing. The Landlord and Tenant agree that the Magistrates court where My Domain is situated is the court that will be used if a matter regarding this Lease Agreement needs to be argued. 44.MEDICAL CONDITIONS AND DISABILITIES Should the Tenant suffer from any medical illness or disability, My Domain Management must be notified to be of assistance in the event of a medical emergency. 45.PROPERTY LEFT BEHIND The Tenant agrees that it is his duty to remove all his belongings from the Unit on the same day that the Lease Agreement terminates. The Tenant will have no claim against the Landlord for any property left behind or abandoned which cannot be recovered by the Tenant. If property is left behind or abandoned the Landlord may dispose of it in any way deemed fit and the Tenant will have no claim against the Landlord once the abandoned property has been disposed of. 1. Dated at on the 30th day of June 2016. TENANT As witnesses: 2. Dated at Cape Town on the 30th day of June 2016. 15 LANDLORD INITIAL TENANT INITIAL 16 LANDLORD As witnesses: 3.