



THE FAMILY RESIDENCE

LEASE AGREEMENT

Between

THE FAMILY RESIDENCE (PTY)

(Herein referred to as the LESSOR)

And

(first name/s and surname)
(Herein referred to as the **LESSEE**)

ITEM NO.	SCHEDULE OF LEASE AGREEMENT
1.1	Student Name:
1.2	Student Number: Student ID: _____ Student age at date of signing: _____ Study Institution: Course: _____ Year: _____
1.3	Student Contact Number: _____ Email address: _____
1.4	The Leased Premises are: Room Number: _____ (or such other room as may be allocated) Residence Name: _____
1.5	The Period: _____ Months
1.6	Commencement Date: _____
1.7	Date of Termination: _____
1.8	Monthly Rental and other amounts payable (including VAT): Monthly Rental: R_____ for Lease Period Rate for December and January (at 50% of your current monthly rental – optional): R_____
1.9	Upfront Deposit: R_____ Date Paid: _____ Registration fee: _____ Date Paid: _____
1.10	The premises are not air-conditioned by the Lessor
1.11	The basic cost for water included is R_____ per month
1.12	The basic cost of electricity included is R_____ per month
1.13	LESSEE'S <i>domicilium</i> details:
1.14	Use of Premises: Student Accommodation
1.15	Suretyship by (Name): ID Number: Address: Contact Telephone Number: (Work): (Mobile).....

1.16	Students under age: This lease must be co-signed by a parent/guardian, within 14 days of occupation, failing which this lease will become void.
1.17	TO BE COMPLETED BY NON-BURSARY STUDENTS : Student Financial Commitment: I (Name) _____ confirm that financially my parent/guardian/self can afford to make payment on the rental amount as reflected in this agreement, and that they approve of the fact that I reside within the Family Residence.
1.18	Payment to be made by: (put an 'X' next to your option) Self _____ Parent/Guardian _____ Bursary _____ Other _____ Name: _____ ID _____ Occupation _____ Contact Number (W) _____ (M) _____ Hereby take full financial responsibility
1.19	Furniture Supplied ROOM : Bed, with mattress, desk and chair, bin, cupboard. COMMON AREA :fridge, microwave, stove and kettle.
1.20	PAYMENT of deposit and first month rental – EFT (proof to be sent to info@mawasizwe.com) There after Payment of monthly Rental by debit order only (unless agreed to otherwise by landlord) Banking Details: First National Bank Mawasizwe Property Group Account Number: 63051967926 Branch code: 210554 or universal REFERENCE: Your surname – student number/ ROOM NUMBER? (Eg: Kolisi 32)

SIGNED BY THE PARTIES AS FOLLOWS:

LESSOR's signature

(who, if signing in representative capacity warrants that he is duly authorised to sign thereto)

Place: East London Date: _____

_____ signature confirms that content has been read and is understood)

LESSEE's signature

Place: East London Date: _____

2. LEASE

The Landlord hereby lets to the Lessee who hereby hires the Leased Premises on the terms and conditions set out herein in the Schedule annexed hereto.

3. LEASE PERIOD

The Lease shall commence on the Commencement Date and terminate on the Termination Date, unless terminated earlier in accordance with provisions of this Lease.

4. DEPOSIT

- 4.1 The Lessee shall pay a deposit in respect of its obligations in terms of this Lease equal to the amount reflected in section 1.9 of the Schedule, on the Signature Date.
- 4.2 The Lessee's deposit shall be invested by the Landlord in an interest-bearing account with a financial institution. Interest earned on the deposits while kept in trust will accrue to the Lessee.
- 4.3 The Deposit may be appropriated by the Landlord against any amount which may be due and owing at any time during the currency of the Lease and may be retained by the Landlord, when the balance, if any, shall be returned to the Lessee without interest and less any deductions for any damage claimable in terms of Clause 6.6 or otherwise for other unpaid amounts owing to the Landlord in terms of this Lease or any bank charges incurred when transferring money to Lessee account.
- 4.4 In the case of appropriation by the Landlord during the period of the Lease, the Lessee shall on demand pay to the Landlord the amount necessary to restore the Deposit to its original sum.
- 4.5 Under no circumstances may the Deposit be deducted from the final month's rental.

5. RENTAL

- 5.1 As consideration for the use and enjoyment of the Leased Premises, the Lessee shall pay to the Landlord the Rental monthly in advance, on the **first day of each and every month** of this Lease without any set-off or deduction, in accordance with the payment schedule and into the nominated bank account, as set out in the Schedule under section 1.20 or such other place as the Lessor may from time to time direct.
- 5.2 The Lessee shall pay to the Landlord the Annual Rental indicated in the Schedule in the event that he/she has a Bursary or Sponsor that pays he/she annually.
- 5.3 Failure to make timeous payments by the Lessee, shall be breach of contract.

6.

7. USE OF LEASED PREMISES

- 6.1 The Leased Premises shall be used by the Lessee for residential accommodation purposes only, and only by registered students of the University or such other persons as are specifically authorised by **The FAMILY RESIDENCE** in writing.
- 6.2 The use of the Leased Premises is always subject to the provisions of the Code of Conduct and the Rules and Regulations of the University and also of **The FAMILY RESIDENCE** rules.
- 6.3 The Leased Premises shall not be occupied by more persons than are indicated in the Lease Agreement. In any event, the Leased Premises shall not be occupied by anyone who has not been identified as the Lessee in terms of the Lease Agreement, without the written consent of the Lessor.
- 6.4 The Lessee shall have the right of reasonable use, having regard to the right of other lessees, of the common areas of the Development.
- 6.5 The Lessee will not use or permit the Leased Premises to be used for illegal or improper purposes, or in any manner which creates a nuisance or disturbance to other persons, or is in contravention of the Code and Conduct or the Rules and Regulations of the University.
- 6.6 The Lessee shall be responsible for and make good any loss, damage and unapproved additions and alterations to the Leased Premises and the furniture and fittings therein belonging to the Lessor. The Lessee shall further be responsible for any loss, damage and unapproved additions and alterations to the common areas of the Development and other accommodation units in the Building and the furniture and fittings therein belonging to the Lessor caused by any act or omission on the part of the Lessee or any of its invitees or any other person permitted access to the common areas of the Development by the Lessee.

6.7 The Lessee undertakes to comply with the Code of Conduct and the other measures imposed by the Lessor and the University from time to time and shall ensure that its invitees so comply

6.8 It is recorded that the Conduct of Code is compiled in co-operation with the University to ensure a safe, orderly and pleasant living environment conducive to academic success.

8.

9. RULES

7.1 The Lessor has imposed rules relating to the occupants of the building, which are aimed at protecting the safe and equal enjoyment of the use of the Building and the Premises for all the occupants of the Building. House rules are attached hereto marked "Annexure "A"

7.2 The Lessee by his signature hereto agrees to be bound by the rules relating to the building and ensure that the Lessee, his guests or invitees at all times obey the rules.

7.3 Failure to comply with the Rules will constitute breach of this lease, and any breach, will be dealt with in accordance to clause 17.

10.

11. SECURITY

The Lessor shall be entitled to install such access security measures to the Building as it, in its sole discretion may decide and the Lessee shall be obliged to comply with any procedures or rules relating to that security.

12. KEYS

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

13. SUB-LETTING, CESSION AND ASSIGNMENT

10.1 The Lessee shall not be entitled to sub-let the Leased Premises or cede and assign its rights and obligations in respect of this Lease without the prior written approval of the Lessor.

10.2 Notwithstanding any consent to sublet the Leased Premises, the Lessee shall at all remain liable for the obligations imposed upon it in terms of the Lease.

14.

15. GENERAL DUTIES OF LESSEE

The Lessee shall, in addition to any other duties and obligations imposed upon it elsewhere in this Lease:

- 11.1 prevent any blockage of any sewerage or water pipes or drains in or used in connection with the Leased Premises;
- 11.2 care for and clean the interior of the Leased Premises and common kitchens, bathrooms and living areas and all furniture and fittings and redeliver same to the Lessor at the end of the Lease Period in good order and condition, fair wear and tear excepted;
- 11.3 ensure that all vehicles driven by it or its invitees shall not obstruct the free flow of traffic within the Development, or obstruct the entrances or exits of the driveway(s) of the Development;
- 11.4 not make any alterations or additions to the Leased Premises;
- 11.5 ensure that refuse is placed in designated refuse bins;
- 11.6 not place any unsafe or heavy article in the Leased Premises without the prior written consent of the Landlord;
- 11.7 not drive or permit to be driven into the walls, ceilings or floors of the Leased Premises nails, screws or any other objects;
- 11.8 not interfere with, alter overload any electrical installations of the Buildings;
- 11.9 ensure that fused or otherwise defective light bulbs are replaced;
- 11.10 not at any time bring or allow to be brought or kept on the Leased Premises or in the Building, or anywhere within the Development, nor do, nor permit to be carried on, in the Premises, the Building or the Property, any matter or thing or activity whereby the fire or any other insurance policy in respect of the Building may be vitiated or whereby the premium for any such insurance may be increased. If insurance premiums are increased as a result of a contravention, the Lessor, without prejudice to any of its rights hereunder, shall be entitled to recover from the Lessee the total amount of such additional premiums paid or other payments made in consequence. The Lessee shall be responsible for insurance of all
- 11.11 not allow any pets in or about the Leased Premises or the Development.
- 11.12 not allowed any heaters - heaters will be confiscated.
- 11.13 not allowed to cook in the bedrooms.

16.

17. GENERAL RIGHTS AND OBLIGATIONS OF THE LESSOR

12.1.

The Lessor shall, in respect of the Development be responsible for:

- 12.1.1 the keeping and maintaining of the interior and exterior of the building and the Development as a whole in good order and condition, fair wear and tear excepted;
- 12.1.2 insurance of the building structure;
- 12.1.3 implementation, operation and maintenance of security systems;
- 12.1.4 payment of all service fees and other taxes and charges to the relevant authorities;
- 12.1.5 access control and entry.

18.

12.2.

The Lessor or contractor employed by the Lessor shall be entitled at any time for the purposes of fulfilling its obligations in terms of this clause 12, or to carry out any repairs, additions or alterations to the Leased Premises which the Lessor is required from time to time to carry out by any competent authority, to such right of access to the Leased Premises as is reasonably necessary for the carrying out of that work, provided that the Lessor and/or his contractor:

- 12.2.1 shall not unnecessarily or unreasonably interfere with the occupation of the Leased Premises during the carrying out of work, but the Lessee shall under no circumstances have any claim against the Landlord or the contractor for loss of beneficial occupation or otherwise, and it is specifically agreed that neither the Lessor nor the contractor shall be liable for any loss or damage to person or property arising out of such operations and the Lessee indemnifies the Lessor and the contractor accordingly;
- 12.2.2 shall carry out such work as quickly as possible in the circumstances.

19.

20. CONDITION OF LEASED PREMISES

The Lessee shall **within twenty four (24) hours** of the **time** upon which it takes occupation of the Leased Premises notify the Lessor in writing if the Leased Premises or any of the contents thereof belonging to the lessor are in defective state of repair or are not in conformity with the requirements of this Lease. Failing such notification, the Lessee shall be deemed to have received the Leased Premises, together with such contents in good order and condition. Upon receipt of any such notification, the Lessor shall remedy

established defects as soon as reasonably possible having regard to the nature of defects.

21. DAMAGE BY FIRE AND OTHER CAUSES

14.1

Should the building be damaged or destroyed during the continuance of this Lease Agreement in such a manner as to tender the Leased Premises untenable, then the Leased Premises shall be vacated by the Lessee and the operation of this Lease shall be suspended on the date of such occurrence until the date that the Leased Premises is rebuilt and ready for re-occupation as certified by a professional architect, whereafter this Lease shall resume.

14.2.

Should the Termination Date fall in the period of suspension, this Lease Agreement shall terminate upon the Termination Date and nothing in clause 14 shall allow the Lessee to occupy the Leased Premises or extend the operation of this Lease Agreement for any period beyond the Termination Date.

14.3

Upon such suspension neither party shall have any right to claim against the other, either for damages or otherwise, in consequence of or by reason of any deprivation of beneficial occupation or use or in consequence of or arising out of any loss or destruction of or damage to furniture, fixtures, fittings, or any other property belonging to the Lessee, save that: -

14.3.1 the Lessee shall be bound and obliged to pay to the Lessor the monthly rental and such other amounts as are payable by Lessee in terms of this Lease Agreement, calculated up to the date of suspension of the Lease Agreement; and

14.3.2 the Landlord shall upon the date of re-occupation as certified above, pay to the Lessee a pro rata share of the Rental representing the period of suspension up to the Termination Date or the certified date of re-occupation, whichever occurred first.

22.

14.4

In the event of such an occurrence the Lessor shall be obliged to proceed expeditiously with the repair and reinstatement of the Leased Premises so as to enable the Lessee to enjoy occupation and use of the Leased Premises.

14.5

Any dispute as to whether the Leased Premises is untenable or not or in respect of the period of 10 suspension shall be referred to an independent architect agreed to by the Parties and failing such agreement, appointed by the SA Institute of Architects, who shall act as an expert and whose decision shall be final and binding on the Parties. The liability for the cost of such adjudication shall be determined by the expert based on the relative success of the Parties thereto.

14.6

Subject to clause 15, in the event that any damage to or destruction of the Leased Premises is caused by an act or omission for which any of the Parties are liable in terms of this Lease or the law, nothing in clause 15 shall preclude the other Party from pursuing the additional or alternative actions or remedies available to it, whether in terms of this Lease or law.

23. INDEMNITY AND LIABILITY OF LESSOR

- 15.1 In clause 15, the Lessee's sub-lessees, officers, family, guest, employees, agents, contractors, concessionaires, and the occupant(s) of the Leased Premises shall be collectively referred to as "invitees".
- 15.2 Neither the Lessee nor its invitees shall have any claim against the Lessor or the Lessor's directors, employees, servants, officials or agents for any loss, damage or injury, nor shall the Lessee have any claim for remission or withholding of the lease premium, monthly rental or any other amount due hereunder nor for cancellation of this Lease, arising directly or indirectly from breach by the Lessor of its obligations under the Lease; performance by the Lessor of its obligations under the Lease (provided that the Lessor shall interfere with the Lessee as little as is reasonably possible in so performing); theft from the Leased Premises or the Development or Building, vis major, casus fortuitous or any other cause wholly or partly beyond the Lessor's control; and notwithstanding any negligence by the Lessor or the Lessor's directors, employees, servants, officials or agents. The Lessee is advised to insure its interests accordingly.
- 15.3 Notwithstanding the provisions of clause 15.2 above the Lessor shall not be excused from specific performance of any of its obligations under this Lease, including without limitation its obligations to give the Lessee occupation and enjoyment of the Leased Premises.
- 15.4 The Lessee hereby indemnifies the Lessor and his directors, employees, servants, officials, and agents and holds the Lessor harmless against any claim by any Invitee of the Lessee or any other third party for any loss, claims, damage or injury arising directly or indirectly from any occurrence in, upon or at the Leased Premises or the Development.
- 15.5 Should the Lessor, without fault on its part, be made a party to any litigation by or against the Lessee, **11** The Lessee indemnifies the Landlord and holds the Lessor harmless against such claims and shall pay all costs, expenses and legal fees reasonably incurred or paid, or required to be paid by the Lessor in connection with such litigation.

24.

25. COMPLIANCE WITH LAWS

The Lessee shall comply with all laws, by-laws, Ordinances and Regulations (including the Code of Conduct and Rules and rules laid down by the Lessor and the University) relating to the Lessees or occupiers of the Leased Premises, the Building or the Development.

26. DEFAULT / TERMINATION

17.1

in the event that: -

- 17.1.1 the Lessee shall fail to carry out or comply with any of the terms or conditions of this Lease or shall fail to make any payments required under any clause of this Lease, including, without limitation, the Rental, and persist in any such failure for seven (7) days after the Lessor has given the lessee written notice requiring such default to be remedied; or
- 17.1.2 the Lessee shall go into voluntary or compulsory liquidation or shall become insolvent or shall call a meeting of its creditors or shall enter into any arrangement or compromise or composition with its creditors.
- 17.1.3 The Lessee is expelled from the University or otherwise ceases to be a student registered at the University.

27.

Then and in such event the Lessor shall be entitled forthwith and without any further or prior notice to terminate this lease and reclaim possession of the leased premises by written notice to the Lessee and without prejudice to all the rights of the Lessor to sue for and recover any payment or moneys due to damages for breach of contract.

17.2

The Lessor shall be entitled to retain any payment made by the Lessee prior to termination until the actual amount has been determined and thereupon set off damages against the amounts so held. Any waiver by the Lessor of any right of termination in terms of clause 17 shall not be deemed in any way to prejudice the Lessor's rights in respect of any subsequent breach of this Lease, or otherwise.

17.3

Unless the Landlord has failed to provide occupation of the leased premises on the Commencement Date or within a reasonable period thereafter, following a written notice by Lessee to the Lessor requiring occupation, the Lessee shall have no claim, whatsoever, for repayment of the Rental or part thereof paid by the Lessee upon termination of this Lease.

17.4

Notwithstanding anything to the contrary contained in clause 17.1 and 17.2 above, the Lessor shall not be obliged to give in respect of any period of twelve (12) consecutive months during the currency of this Lease more than two (2) notices arising from a breach in

terms of clauses 17.1 and 17.2, and shall thereafter be entitled to the remedies set out above without notice in the event of any further breach.

28. HOLDING OVER

In the event of the Lessor cancelling this Lease and the Lessee disputing the right to cancel and remaining in occupation of the Leased Premises, the Lessee shall, pending the determination of such dispute by litigation or otherwise, continue to pay to the Landlord the Rental and other sums payable hereunder on the date or dates when such rental or other sums would have been due but for the cancellation, and the Lessor shall be entitled to accept and recover such payments. The acceptance thereof shall be without prejudice to and shall not in any way whatsoever affect the Lessor's rights then in dispute. Should the dispute be determined in favour of the Lessor, the payments made and received in terms of clause 14 shall be deemed to be amounts paid by Lessee on account of damages by the Lessor by reason of the cancellation of the Lease Agreement and/or the unlawful holding over by the Lessee.

29. JURISDICTION

At the option of the Lessor, any action or application arising out of this Lease Agreement or any suretyship furnished for the obligations of the Lessee hereunder may be brought in any Magistrate's Court having jurisdiction in respect of the Lessee or the sureties, as the case may be, notwithstanding that the amount in issue may exceed the jurisdiction of such Court. The Lease Agreement shall be interpreted according to the laws of the Republic of South Africa.

30. EXTENSION

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

31. ENTIRE AGREEMENT

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

32. INVALID CLAUSE

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

33. SURETYSHIP

The parent, guardian or sponsor of the Lessee shall secure the obligations of the Lessee in terms of this Agreement in the form of Suretyship attached hereto marked **Annexure "C"**.

LESSEE/STUDENT

SIGNED AT _____ ON THIS _____ DAY OF _____ 20____

WITNESSES

1. _____ 2. _____.

1. _____

FULL NAMES OF LESSEE/STUDENTS

2. _____

SIGNATURE OF LESSEE, who warrants that he/she is duly authorised hereto

PARENT/GUARDIAN

FULL NAME OF PARENT

SIGNATURE OF PARENT

By Signature hereto, the parent/guardian stands as surety for the due fulfilment of the obligations of the Lessee, and indemnifies the Lessor against all claims as a result of the conduct of the Lessee.

LESSOR

SIGNED AT _____ ON THIS _____ DAY OF _____ 20____

WITNESSES

1. _____ 2. _____

FOR AND ON BEHALF OF THE LESSOR