

LEASE AGREEMENT - COMMUNE

between

PRO DEV LINK NPC (TRADING AS TARGET LIFE)

REG NO: 2017/404028/08

("The Lessor")

and

acting in his / her / their capacity as (Name and Surname of "**Surety/Payer** ")

I.D. No.

unmarried / married in / out of community of property to

(Name and Surname of Spouse)

I.D. No. of Spouse

for

acting on behalf of his / her capacity as (Name and Surname of "**Student - Lessee**")

I.D. No. of Student

and duly assisted by his / her legal guardian (if applicable)

(Name and Surname of Legal Guardian)

I.D. No. of Legal Guardian

1. Definitions and Interpretations

- 1.1 These terms have the following meanings assigned to them:
- 1.1.1 Building/s: the house and outbuildings, if any, on the Property.
 - 1.1.2 Days: business days which are calculated by excluding the first day, public holiday, Saturday, and Sunday.
 - 1.1.3 Lease Period: the duration of this agreement per clause 3.1.
 - 1.1.4 Lessor's Equipment: fixtures and fittings of the Building/s; and the appliances, equipment, accessories, tools, and other items belonging to the Lessor.
 - 1.1.5 Month: a calendar Month (January to December), and starting on the first day of every Month.
 - 1.1.6 Property: described as the Commune at:
72 Brummeria Road
Brummeria
Pretoria
0184
which includes the Building/s and Lessor's Equipment, if any.
 - 1.1.7 Rates: charges relating to the Property, including charges payable by the Lessor to the local authority (such as, but not limited to, charges for refuse removal, sanitary, water, electricity or gas).
 - 1.1.8 Rent: the amount that the Lessee must pay to the Lessor for the lease of the Property.
 - 1.1.9 Year: a period of **10** consecutive months starting on the date on which this agreement comes into operation.
 - 1.1.10 References to notices, statements and other forms of communication from the Lessor includes those from the Lessor's agent.
- 1.2 When words and figures conflict, the words must prevail.
- 1.3 The words "shall", "must" and "will" in this agreement are mandatory obligations.
- 1.4 One gender includes the other gender.
- 1.5 The singular includes the plural and *vice versa*.
- 1.6 The headings of the clauses in this agreement are for convenience and reference only; and shall not be used in the interpretation, modification or amplification of the terms of this agreement.

2. Lease Agreement

- 2.1 The Lessor leases his Property to the Lessee on the terms and conditions of this agreement.
- 2.2 The Lessee, for the Lease Period, has the right to use and enjoy the Property as agreed but limited to the main agreement of the commune and to abide by commune rules.

3. Duration

- 3.1 This agreement will commence on Wednesday **23 January 2019** and will continue until Saturday **24 November 2019**.

4. Rent

- 4.1 The Rent will be:
- 4.1.1 R_____ for each Month for the term of the Lease Period.
- 4.2 The Lessee must pay the Rent Monthly in advance, on or before the first day of every Month.

5. Payments

- 5.1 All payments due by the Lessee to the Lessor under this agreement must be made electronically into the following bank account unless otherwise agreed:

Bank: FIRSTRAND
Bank account holder: PRO DEV LINK NPC
Account number: 62730887041
Branch code: 250655
Reference: _____

- 5.2 The Lessee must not withhold, defer, set-off, or make any deduction from a payment he owes the Lessor (regardless of whether the Lessor is indebted to the Lessee, or is in breach of a duty in terms of this agreement).
- 5.3 The Lessee will be liable for interest on all overdue amounts payable under this agreement at bank rate per annum commencing from the date of the outstanding amount until the amount is paid in full.

6. Commune Registration

- 6.1 On the commencement of this agreement (per clause 4.1), the Lessee must pay the Lessor a **FIRST PAYMENT** that will be regarded as the commune registration of R_____ to secure the room. (Which will also result in being the final payment for November)
- 6.2 There is therefore no deposit; only a registration fee.
- 6.3 Every months rent must be payed in advance

7. Cession, Delegation, Assignment and Subletting

- 7.1 The Lessee may not:
- 7.1.1 transfer his rights and/or duties under this agreement to a third person;
- 7.1.2 sublet the Property in whole or partly;

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- 7.1.3 give up possession of the Property to a third party; or
- 7.1.4 remove, or allow to be removed, the Lessor's Equipment (except for repair and with the Lessor's permission).

8. Duties of the Lessee

- 8.1 The Lessee must:
 - 8.1.1 keep the Property clean and tidy;
 - 8.1.2 use the Property for private dwelling only;
 - 8.1.3 take care of the Property (and other items belonging to the Lessor);
 - 8.1.4 protect the Property from abuse, damage and destruction;
 - 8.1.5 respect the Property's neighbours;
 - 8.1.6 not be a nuisance, or cause annoyance or discomfort to the Property's neighbours or the public;
 - 8.1.7 leave refuse in the refuse bins provided;
 - 8.1.8 enable the Lessor to carry out his duty of maintenance and repair;
 - 8.1.9 allow no more than **1** persons to reside on the Property during the Lease Period;
 - 8.1.10 prevent blockages and obstructions in the drains, sewerage pipes and water pipes on the Property; and

9. Maintenance and Repairs

- 9.1 The Lessee will be held accountable for repairs of damage to property caused by himself/herself.
- 9.2 The Lessee must notify the Lessor in writing within 30 Days after having taken possession of the Property that specific items need to be repaired or replaced. The Lessor must repair or replace the defective item/s at his own expense, without recourse from the Lessee.
- 9.3 The Lessor is responsible for the maintenance, repair and replacement of the roof and walls of the Building/s; including the structure, systems, and installations of the Building/s.
- 9.4 The Lessor is responsible for replacing defective light bulbs where the student stay in the commune.

10. Termination and Breach

- 10.1 If the Property is destroyed or damaged to the extent that it cannot be occupied, this agreement will terminate unless the Parties agree in writing otherwise.
- 10.2 If a Party breaches a material provision of this agreement, and fails to remedy such breach within 10 Days of the date of receipt of a written notice from the aggrieved Party requiring him to do so, the aggrieved Party will be entitled to any remedy available in law without further notice, and may cancel this agreement and take possession of his Property.

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10.3 The insolvency of either the Lessor or the Lessee will not terminate this agreement: the trustee of the insolvent estate may exercise the option to terminate or uphold this agreement.

11. General

11.1 This agreement constitutes the whole agreement between the Parties.

11.2 This agreement may only be amended if the Parties agree to the amendment in writing, and sign the written document – which must be attached to this agreement as an Annexure.

11.3 No Party shall be bound by any express or implied term, representation, warranty, promise, or the like not recorded in this agreement.

11.4 All legal documents, notices or other communication must be delivered to the following address of the Lessor, which will act as his *domicilium citandi et executandi*:

72 Brummeria Road
Brummeria
Pretoria
0184

11.5 All legal documents, notices or other communication must be delivered to the following address of the Lessee, which will act as his *domicilium citandi et executandi*:

11.6 Non-legal documents, notices or other communication between the Parties may be by electronic communication; where a “read receipt” must be attached to each and every electronic communication sent so it can be determined that the electronic communication was received and read by the other Party.

Lessor’s email address: targetlifegeneral@gmail.com

Lessee’s email address: _____

Signed at _____ on this the _____ day of _____ 2019

Witness (Surety/Payer)

Lessor (*Target Life*)

Witness

Lessee (Student)