



**IMPORTANT INFORMATION - ROOMS RENT (PTY) LTD
LEASE AGREEMENT**

1. The deposit is equal to a minimum of **1 full calendar month's rental** is required. Payable upfront.
2. The tenant is required to either sign a debit order OR may select to pay by EFT / cash deposit at ABSA bank for monthly payments. **Rooms Rent does NOT accept cash in hand or cheque payments.**
3. Cancellation/termination request may be completed via a notice form to after info@roomsrent.co.za . **1 full calendar months' notice after the 12-month contract** is required, (i.e. no later than the 1st day of the month in which you plan to vacate your room), needs to be provided before vacating your unit. **This MUST include your form being sent back on the same day.** Failure to give notice within the thirty (30) calendar day period will result in you being charged the next month's full rental.
4. **The room must be vacated on or before the 1st calendar day of the month** for which rent has been paid. Failure to vacate will result in you being charged the next month's rental and late fees after the 12-month lease.
5. **We do not pro-rate when you vacate a room.**
6. **It is solely your responsibility to keep us updated of any detail changes and or phone number changes.** Until we are notified in writing with your signature, the only valid email address, address and telephone number present is on the lease.
7. **We provide monthly invoices by email.** The Rooms Rent Lease Agreement is a valid VAT invoice. The tenants lease agreement together with their proof of payment is accepted by The Receiver for VAT purposes.
8. **Rental is due on the 1st of each month paid in advance. A R120.00 penalty** is charged for any overdue payments past the 7th calendar day of the new month and the tenants room will be locked out of the room and belongings will be kept until payment is made by the 18th of the month, if no payment is made after the 18th belongs will removed and sold to recover the loss of rental this includes the deposit which will be lost to you the tenant, Rooms Rent reserves full rights to access the property when accounts are overdue.
9. A partial payment will NOT stop fees or official procedures.
10. **Please state your full Name & Surname as reference when making rental payments.** Without this reference, we cannot trace whom the payment is from.
11. **All belongings need to be insured with your own personal insurer.** Rooms Rent will not be held liable for any loss or damage to you or your belongings.
12. Please provide your own padlock to lock up your room and keep your keys with you, our staff nor security are allowed to keep the keys so please don't ask them. We are not able in any way to provide or sell a lock to you.
13. This agreement is for a minimum of 12 months with an option to extend.
14. There will be no loud music, no criminal activities, no grievous bodily harm done to others, no intimidation of other tenants, no destruction to the property, no sub-letting, no littering, nothing that is flammable may be used in the room/s no gas or flammable items.
15. Failure to initial each page of this agreement will still be legal and binding in its totality.

I ACKNOWLEDGE THAT I HAVE READ THE ABOVE INFORMATION AND ACCEPT FULLY TO ADHERE TO RULES AND POLOCIES AS STATED ABOVE:

APPLICANTS FULL NAME & SURNAME: _____

DATE: _____ **APPLICANTS SIGNATURE:** _____

Initial Here: _____



ROOM LEASE AGREEMENT

BETWEEN

ROOMS RENT (PTY) LTD

[Registration number: _____]

("the Lessor")

And

(Registration / Passport / Identity Number: _____)

("the Lessee")

IN RESPECT OF ROOM & AREA _____

Initial Here: _____

SCHEDULE

1. LESSOR DETAILS

- 1.1 The Lessor is ROOMS RENT (PTY) LTD ("*Rooms Rent*"), including any lawful agents and/or contractors of ROOMS RENT.
- 1.2 The Lessors address is 52 10th Road, Kew, Johannesburg, 2010
- 1.3 The Lessors contact details are:
 - 1.3.1.1 Telephone number 082 580 2994 | 0861 180 180;
 - 1.3.2 Email address info@roomsrent.co.za

2. LESSEE DETAILS

- 2.1 The Lessee is _____
- 2.2 The Lessee's registration / identity / passport number is _____
- 2.3 The Lessee's physical address is:

_____ postal code _____
- 2.4 The Lessee's postal address is:

_____ postal code _____
- 2.5 The Lessee's contact details are:
 - 2.5.1 Telephone number (work) _____
 - 2.5.2 Telephone number (home) _____
 - 2.5.3 Cellular number _____
 - 2.5.4 Email address _____
- 2.6 The Lessee's alternate contact person is:
 - 2.6.1 Full name and surname _____
 - 2.6.2 Cellular number _____

3. RENTAL AND ROOM DETAILS

- 4.1 Room leased number/s _____
- 4.2 Address of Room Rent _____
- 4.4 Monthly rental (VAT included) _____
- 4.6 Occupation date _____

(Maximum of 3 months to pay deposits in full)

DEPOSIT PAID R _____ DATE PAID _____

DEPOSIT PAID R _____ DATE PAID _____

DEPOSIT PAID R _____ DATE PAID _____

Initial Here: _____

INTERPRETATION AND PRELIMINARY

The headings of the clauses in this Agreement are for the purpose of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the terms of this Agreement nor any clause hereof. Unless a contrary intention clearly appears:-

- 1.1. words importing:-
 - 1.1.1. any one gender include the other two genders; and
 - 1.1.2. the singular include the plural and vice versa;
- 1.2. the following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely:-
 - 1.2.1. "Agreement" means this storage lease Agreement, the schedule and any annexures or appendices hereto;
 - 1.2.2. "Business Day" means each day other than a Saturday, Sunday or proclaimed public holiday in South Africa;
 - 1.2.3. "Items" shall mean any and all property rented by the Lessee in the Room;
 - 1.2.4. "Lessee" shall mean the person/entity detailed in paragraph 2.1 of the Schedule;
 - 1.2.5. "Lessor" shall mean the person/entity detailed in paragraph 1.1 of the Schedule
 - 1.2.5. "Occupation date" means the date upon which the Lessee will take occupation of the Room, as set out in clause 4.6 of the Schedule
 - 1.2.6. "Schedule" shall mean the schedule to which these terms and conditions are annexed and shall include any subsequent additions, alterations and addendums to the schedule, duly signed by the parties to this Agreement and initialled where appropriate;
 - 1.2.7. "Signature Date" means the date of signature of this Agreement by the relevant Party last to do so in time;
 - 1.2.8. "Room" shall mean the Room Rental facility as set out in clause 4.1 and 4.2 of the Schedule at which the Lessee will Room Rental.
2. **OCCUPATION**
 - 2.1. The Lessor hereby lets to the Lessee who hereby rents the Room from the Lessor as set out in 4.1 and 4.2 of the Schedule, subject to the terms and conditions in this Agreement, and which terms and conditions the Lessee accepts.
 - 2.3. The Lessor does not warrant nor has it represented to the Lessee that the Room is fit for the purpose for which it will be utilised by the Lessee.
 - 2.4. The Room sizes are approximates and the Lessor accepts no responsibility for the accuracy thereof. The Lessee applies to the Room used by the Lessee and not to any other Room represented by the Lessor.
3. **RENTAL**
 - 3.1. The monthly rental is as set out in clause 4.4 of the Schedule and is payable monthly in advance, on or before the first business day of every month, free of deduction or set-off, to the Lessor's nominated bank account by means of a debit order, electronic funds transfer ("eft"), credit card, Paypal or on the website of the Lessor being www.roomsrent.co.za
 - 3.2. The Lessor will only furnish the Lessee with monthly invoices and/or statements by request from the Lessee.
 - 3.3. The Lessee may not withhold or set-off the payment of any rental for any reason whatsoever.
 - 3.4. In the event that the occupation date in terms of this Agreement commences on a day which is not the 1st (first) day of the month, the Lessee will remain liable for the full amount of the monthly rental regardless of the date upon which occupation of the Room is taken, which must be paid prior to taking occupation of the Room.
 - 3.5. **The Lessee acknowledges that it is his/her/its sole responsibility to ensure that there are sufficient funds available in his/her/its bank account for the payment of the monthly rental if payment is to be made by means of a debit order. If for whatever reason the monthly rental is not paid by debit order due to insufficient funds, the Lessee will be liable for an administration fee of R55-00 (Excluding**

VAT) for each unpaid debit order. This administration fee will be included to the subsequent month's rental.

- 3.6. Rental payment made after the 7th (seventh) day of the month will be subject to a late fee in the amount of R120-00. The Lessor is not required to provide notice to the Lessee that the monthly rental has not been received.
- 3.7. All payments made by the Lessee shall first and foremost be applied to administrative costs, whereafter the balance thereof will be applied to any unpaid monthly rental.
- 3.8. The Lessor reserves the right to increase the Rental from time to time by giving written notice of not less than 30 (thirty) days thereof. In the event that the Lessee does not accept such increase, the Lessee shall be entitled to cancel this Agreement in accordance with clause 12 of this Agreement.
- 3.9. **The Lessors Bank details are as follows:**

Bank	ABSA
Account name	Sparefoot Storage Corporation
Account number	409 505 2048
Branch code	632 005
Reference	NAME & SURNAME
4. **DEPOSIT**
 - 4.1. The Lessee shall pay to the Lessor, prior to the occupation date, a deposit equal to 1 (one) month's rental of each Room rented by the Lessee, and which deposit shall not accrue interest.
 - 4.2. On the termination of the Agreement the deposit shall be dealt with as follows:
 - 4.2.1. the Lessor may in its discretion apply the deposit towards the payment of all amounts for which the Lessee is liable under this Agreement including, but without limitation, the last month's rental of this Agreement, arrear rental, the cost of repairing damage to the property,

and
 - 4.2.2. the balance of the deposit (if any) will be refunded by the Lessor to the Lessee as soon as possible, but by not later than 30 (thirty) days after the Lessee vacates the Room.
 - 4.2.3. In the event that the deposit does not cover the costs of repairs or any other costs incurred by the Lessor due to a breach by the Lessee, the Lessee will be liable for such costs as incurred by the Lessor.
 - 4.2.3. The Lessor will not repay any deposits in cash
5. **CESSION, SUBLETTING AND OCCUPATION**
 - 5.1. The Lessee may not sublet the Room without the prior written consent of the Lessor, and which consent will not be unreasonably withheld.
 - 5.2. The Lessee may not cede, assign or encumber its rights under this Agreement. If the Lessee is a company or a close corporation, any change in the controlling shareholding thereof shall be deemed to be an assignment of this Agreement.
6. **LIEN**
 - 6.1. **The Lessee acknowledges that the Lessor has a lien over all goods stored in the Room to secure payments of all amounts due by the Lessee to the Lessor in terms of this Agreement and as such the Lessee shall not be entitled to remove any items from the Room until payment of all amounts owing by the Lessee to the Lessor have been paid.**
 - 6.2. In the event that the Lessee defaults in payment of his/her/its debt, the Lessee authorises the Lessor as follows:
 - 6.2.1. to refuse the Lessee access to the Items and/or the Room;
 - 6.2.2. to access the Rooms/s and inspect and remove the Items / belongings to another Room, the damages, loss or costs of which the Lessee will be liable for; and

Initial Here: _____

6.2.3 to dispose of the Items as the Lessor deems fit.

- 6.3 In the event that the Lessee's debt is not paid within 30 (thirty) days after the first day of the month or the Lessee fails to remove the Items from the Rooms/s as the Lessor has required the Lessee or upon expiry or termination of this Agreement, the Lessor may sell the Items / belongings and pass all ownership to them and use the proceeds of such sale to firstly defray the costs incurred by the Lessor and secondly to defray the Lessee's debt.
- 6.4 In the event that the proceeds of a sale as set out in 6.3 are insufficient to discharge all or any part of the Lessee's debt (inclusive of costs), the Lessee will pay to the Lessor the balance then outstanding within 7 (seven) days of receipt of written notice from the Lessor setting out the balance then due, owing and payable by the Lessee to the Lessor. Interest at a rate of prime will accrue on the Lessee's outstanding debt until payment in full has been made by the Lessee to the Lessor.
- 6.5 Prior to the Items being sold by the Lessor, the Lessor shall notify the Lessee in writing of the outstanding amount owing by the Lessee to the Lessor and that should the Lessee fail to satisfy the debt within 14 (fourteen) days of receipt of the notice, the Lessor will proceed to sell the goods as it deems fit. The Lessor shall not provide the Lessee with any further notice of the intended sale.
- 6.6 The Lessor will sell the Items by any method reasonably available to achieve a selling price reasonably obtainable in the open market, taking into account the cost of the sale.
- 6.7 Should the Items not be reasonably or economically sold for any reason whatsoever, or remain unsold despite the Lessor's efforts, the Lessee authorises the Lessor to treat the Items as abandoned and to dispose of them at the Lessee's costs.
- 6.8 The Lessee undertakes to pay the Lessor's costs incurred in the administration of the debt collection and sale procedure as set out in this clause 6. These costs will include but are not limited to auction costs, removal costs, cleaning costs and charges for the Lessor's own time.
- 6.9 Should the Lessee settle the outstanding debt to the Lessors satisfaction prior to the Items being sold, the Lessor shall restore the Lessee's access to the Room and the Items. In such an event, it is the duty of the Lessee to replace their lock at the time of payment to ensure the security of the Room.

7. **BREACH**

- 7.1 Should the Lessee breach any term of this lease Agreement and remain in such breach notwithstanding receipt by the Lessor requiring it to remedy such breach within 7 (seven) days of receipt of such notice, the Lessor shall be entitled to, without prejudice to any other right it may have in law:
 - 7.1.1 enforce the provisions of this Agreement and claim damages; or
 - 7.1.2 cancel this Agreement and claim damages.
- 7.2 The Lessee shall be responsible for all costs, charges and expenses of whatsoever nature which may be incurred by the Lessor in enforcing its rights in terms hereof, including, without limitation, legal costs on the scale as between Attorney and own client, collection commission and disbursements.

8. **THE LESSEE**

The Lessee:

- 8.1 **Is solely responsible to lock the door of the Room at all times, throughout the lease period. The Lessee shall provide his/her/it's own padlock(s) and will remove the padlock(s) on or before date of termination of this Agreement in order to ensure that the Lessor has free and undisturbed access to the Room.**
- 8.2 must maintain the Room by ensuring it is clean and interior is in a state of good repair;
- 8.3 ensure the Items are dry, clean, free from vermin and/or any other form of contamination, including but not limited to food scraps when placed in the Room;
- 8.4 must not physically alter or damage the Room in any way (including the use of screws or nails) without the Lessor's prior

written consent. In the event of damage to the Room, the Lessor is entitled to claim from the Lessee the value of the repairs required;

- 8.5 must notify the Lessor in writing of the change of details of the Lessee's or the Alternate Contact Person;
- 8.6 grant's the Lessor entitlement to discuss any default by the Lessee with the Alternate Contact Person;
- 8.7 acknowledges that any changes to the Lessee's access list this must be in writing and signed by the Lessee;
- 8.8 to avoid damage to the paved roadways, will not utilize vehicles weighing more than 2 Tons into the premises. For such vehicles, loading and off-loading will be done outside the gates;

9. **INSPECTION BY THE LESSOR**

- 9.1 The Lessee consents to inspection and entry of the Room by the Lessor on 5 (five) days written notice.

10. **RISK AND RESPONSIBILITY**

- 10.1 No oral statements made by the Lessor or its employees form part of the Agreement. No failure or delay by the Lessor to exercise its rights under this Agreement will operate to reduce those rights.
- 10.2 The Lessee indemnifies the Lessor from all claims in contract, delict or otherwise for any direct, indirect or consequential loss or damage to the Lessee's property, or personal injury of any nature whatsoever to:
 - 10.2.1 Third parties; and/or
 - 10.2.2 The true owner of the Items stored in the Room resulting from or incidental to the use of the Room by the Lessee.

11. **COMPLIANCE WITH LAWS**

- 11.1 The Lessee acknowledges and agrees to comply with all relevant laws, applicable to the use of the Room and or shade port parking bay/s. This includes laws relating to the material which is stored, and the manner in which it is stored. Liability for all breach of such laws rests absolutely with the Lessee, and includes all costs resulting from such breach.
- 11.2 If the Lessor believes at any time in its discretion that the Lessee is not complying with any relevant law relating to the Items / belongings stored in the Room and or shade port parking bay/s and/or affecting the Lessee's ability to discharge its obligations under this Agreement, the Lessor may take any action the Lessor believes to be necessary to so comply, including termination under clauses 12 and the Lessee permits the Lessor to break the locks and gain entry into the Room. The Lessor may also immediately dispose of or remove the Items at the Lessee's expense, and submit the Items to the relevant authorities.
- 11.3 The Lessee acknowledges that this Agreement does not confer any exclusive possession to the Room to him/her/it.
- 11.4 in the event of a fire or flood or similar incident or occurrence at the Room in which in the Lessor opinion requires the entire Rental facility or any part thereof to be closed or sealed off; and
 - 11.4.1 if the Rental facility is closed for redevelopment.
- 11.5 The Lessor agrees to pay the Lessee's reasonable costs of removal which have been approved by the Lessor in advance of the removal.
- 11.6 In the event that the Lessee does not arrange for the removal of Items to the alternative Room by the date specified in the Lessors notice in terms of clause 11.4, the Lessor shall be entitled to enter the Room and remove the Items. As such the Lessor will act as agent on behalf of the Lessee and all risk of the removal will be that of the Lessee's.
- 11.7 If the Items are moved to another Room, this Agreement shall be altered only to reflect the details of the alternative Room. The remainder of the Agreement shall continue to be of full force and effect.
- 11.8 If the Rooms/s is/are destroyed or so damaged that it can no longer be beneficially occupied by the Lessee, this Agreement shall automatically terminate upon such destruction or damage unless otherwise agreed to in writing by the parties.

12. **TERMINATION**

- 12.1 Either party may terminate this Agreement after a 12 month period by giving the other party 30 (thirty) calendar days written notice and which notice can only be given on the last day of the month preceding the month in which the Agreement shall terminate.
- 12.2 In the event that the Lessee fails to remove the lock from the Room on the last day of the Agreement, this Agreement shall continue for a further month on the same terms and conditions as set out in this Agreement.
- 12.3 In the event of illegal or harmful activities and behaviors on the part of the Lessee, The Lessor may terminate the Agreement immediately on written notice to the Lessee to that effect
- 13. **NOTICE**
- 13.1 Any notice to be given in terms of this Agreement shall be sent by email as per the details chosen by the party concerned on the front page of this Agreement. In the event of the Lessor not being able to contact the Lessee, notice is deemed to have been given to the Lessee if the Lessor gives or makes reasonable attempts to give that notice by email, telephone, sms, Whatsapp or to the Alternate Contact Persons as identified on the front page of this Agreement.
- 13.2 For the purposes of this Agreement, including the giving of notice and the serving of legal processes, the parties respectively choose domicilium citandi et executandi for all purposes as follows:

The Lessor:-
 52 10th Street, Kew, Johannesburg 2090,
 Tel: 0861 180 180
 E-mail: info@roomsrent.co.za
 Lessee: As per Lessee's details provided for in the Schedule.

14. **JURISDICTION**

14.1 **The Lessee consents to the jurisdiction of the Magistrates' Court in respect of any action in terms of or relating to this lease. This notwithstanding, the Lessor may, in its discretion, proceed against the Lessee in the South Gauteng High Court, Johannesburg.**

15. **AMENDMENT**

15.1 No amendment, deletion, addition to or suspension of any provision of this Agreement or any waiver of any provision shall be of any force or effect unless in writing signed by The Lessor and the Lessee.

16. **SEVERABILITY**

16.1 Any provision of this Agreement that is held to be illegal, invalid or unenforceable under law will be severable and the remaining provisions of this Agreement will remain in full force and effect.

SPECIAL CONDITIONS: _____

THUS DONE AND SIGNED by the LESSEE at
 this day of 20.....

LESSEE SIGNATURE

THUS DONE AND SIGNED by the LESSOR at
 this day of 20.....

ROOMS RENTLESSOR

DEBIT ORDER FORM ON FOLLOWING PAGE:

DEBIT ORDER AUTHORISATION

ACCOUNT HOLDER (DEBTOR) INFORMATION:

ID Number / Registration Number: _____ Name & Surname / Company Name: _____

Address: _____ Code _____

Contact Details: _____ (Home) _____ (Mobile) _____ (Work)

If Company / CC, Name of Person(s) signing this: _____

Account Holder Name: _____ Bank: _____

Branch / Code: _____ Account Number: _____

Account Type: **CURRENT** **SAVINGS** **TRANSMISSION** **OTHER** If "Other" supply details: _____

: _____

COLLECTION INSTRUCTION:

I / We, the above mentioned and undersigned, hereby authorize ROOMS RENT to collect by debit order from the above-mentioned bank account, all amounts due in terms hereof and to pay same to the ROOMS RENT above.

(I confirm that I / we are the person(s) with signature authority as registered with my / our bank).

SIGNATURE (1): _____ SIGNATURE (2): _____ DATE: _____

AGREEMENT

I/we hereby authorize ROOMS RENT to issue and deliver payment instructions to my / our banker for collection against my/our abovementioned account at my/our abovementioned bank.

The individual payment instructions so authorized to be issued, must be issued and delivered according to the abovementioned interval on the date when the obligation in terms of the Agreement is due and the amount of each individual payment instruction may not differ as agreed to in terms of the Agreement.

The payment instructions so authorized to be issued, must carry a number, which number must be included in the said payment instruction and if provided to me / us should enable me / us to identify the agreement on my / our bank statement. The said number should be added to this form on page 1 under client reference number, before the issuing of any payment instruction and communicated to me / us directly after having been completed by me / us.

I/we agree that the first payment instruction will be issued and delivered as per collection instruction.

If, however, the date of the payment instruction falls on a non-processing day (weekend or public holiday) I / We agree that the payment instruction may be debited against my / our account on the following or previous business day.

CANCELLATION

I / we agree that although this authority and mandate may be cancelled by me / us, such cancellation will not cancel the Agreement. I / we also understand that I / we cannot reclaim amounts, which have been withdrawn from my / our account (paid) in terms of this authority and mandate if such amounts were legally owing to the Rooms Rent.