

# Bloem Self Storage

## Self-Storage Units

### LEASE AGREEMENT & SURETY

**VAT INVOICE: VAT NUMBER 4830215952**

**1. THE PARTIES:**

**1.1 THE LANDLORD : BLOEMFONTEIN SELF STORAGE**

**TEL : (051) 813-8626**

**CONTACT :** Heinrich Du Plessis Email: [heinrich@bloemstorage.co.za](mailto:heinrich@bloemstorage.co.za) Fax: 086-654-1414  
 Megan Moolman Email: [megan@bloemstorage.co.za](mailto:megan@bloemstorage.co.za) Fax: 086-653-4657  
 Christina Viviers Email: [christina@bloemstorage.co.za](mailto:christina@bloemstorage.co.za) Fax: 086-653-4656

**ADDRESS : P.O. BOX 29741, DANHOF, 9310**

**BANK PARTICULARS:** **Bank :** FIRST NATIONAL BANK  
**Account No :** 62566772713  
**Branch Code :** 230-134

**1.2 THE TENANT**

1.2.1	NAME OF TENANT										
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1.2.2	ID. Or REG. NUMBER																		
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1.2.3	VAT NUMBER																		
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1.2.4	POSTAL ADDRESS:										
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1.2.5	PHYSICAL ADDRESS:										
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1.2.6	BANK:										
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1.2.7	ACCOUNT NUMBER:																		
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1.2.8	TEL:	HOME	WORK	FAX	CEL
		.....	.....	.....	.....

1.2.9	E-MAIL										
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1.2.10	NEXT OF KIN:						TEL:					
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1.2.11	NEXT OF KIN:						TEL:					
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<b>2.</b>	<b>PREMISES:</b>	UNIT NO:						ACCOUNT NO:					
								<b>(Office Use Only)</b>					

<b>3.</b>	<b>Monthly RENTAL:</b>										
	<b>(VAT Included)</b>										

<b>4.</b>	<b>DATE OF OCCUPATION:</b>																		

<b>5.</b>	<b>INSURANCE:</b> It is more cost effective to extend your present insurance policy to cover the unit hired. Therefore each TENANT is required to make his own arrangements regarding insurance	..... <b>SIGNATURE OF TENANT</b>	..... <b>DATE</b>
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6. **LEASE:** The LANDLORD hereby lets to the TENANT who hereby hires the PREMISES.

*Please Initial Here:*

7. **PERIOD:** This lease will be for an indefinite period, commencing on the DATE OF OCCUPATION and **Terminating after one calendar month's written notice** by the TENANT. If no such notice has been received, the Tenant will forfeit their Deposit and be responsible to pay for the Notice Period.

The notice will only be effective if the LANDLORD acknowledges receipt of such notice in writing. (The LANDLORD undertakes to acknowledge receipt within 3 days after the date on which he has received the notice of termination). The termination by the TENANT in terms of this clause will only be effective after full vacation of the PREMISES was effected and after the LANDLORD'S free and undisturbed access in and to the PREMISES was restored. The LANDLORD will have the right to terminate this lease with 15 days written notice

*Please Initial Here:*

8. **RENTAL:** The rental, will be the RENTAL in accordance with clause 3 above. All rentals shall be payable by the TENANT to the LANDLORD, monthly in advance, to be received by the LANDLORD by not later than the 5<sup>th</sup> day of each month.

If payment is not received by the **5<sup>th</sup> of each month**, a written demand will then be given to pay within 7(seven) days to avoid further steps.

In the event no payment was received by the 15<sup>th</sup> of the month the Tenants Storage Unit will be locked with the Landlord's lock and access will be denied to the Tenants Storage. Locks will only be removed after the Account is paid in FULL.

2% Interest will be Charged per Month on all Arrear Rentals.

*Please Initial Here:*

**If the Account is in Arrears for more than Two Months, the Tenant hereby give the Landlord permission to empty the Storage Unit and sell the Goods to cover the Arrear Rental and cancel the Contract between the Landlord and the Tenant.**

*Please Initial Here:*

9. **DEBIT ORDERS: Debit Order is Compulsory!** It is recorded that the LANDLORD has the facility to deduct the RENTAL directly from the TENANT'S bank account. The Rental will be deducted from your Bank Account on the last day of every month or applicable date as stipulated on the Debit Order Form signed by the Tenant. The onus to ensure that payment of rental was effected punctually in terms of this agreement will always be on the TENANT, disregarding the fact that the TENANT may have authorized the LANDLORD to deduct the RENTAL directly from the TENANT'S bank account.

Should your Debit Order be declined, you will be held responsible to **pay R120.00 per unpaid Debit Order** to the Landlord, for the Bank and Admin Charges related to the Unpaid Debit Order. If your Debit Order is declined more than 3 times you will be handed over to our Attorneys.

10. **DEPOSIT:** A deposit (equal to one month's rental) as well as rental for the first month shall be paid on date of signature of his agreement. Such DEPOSIT shall be retained by the LANDLORD, throughout the currency of this LEASE and, after termination thereof until such time as the TENANT has complied with all its outstanding obligations. The DEPOSIT may also be used to pay for any damages, losses, cleaning, etc. The TENANT shall under no circumstances be allowed to settle the DEPOSIT off against any outstanding amount.

11. **V.A.T INVOICE:** A copy of this agreement, together with the TENANT'S own proof of payment, will for the purposes of this agreement be deemed to be a proper V.A.T. Invoice and the LANDLORD will be under no obligation to issue any further V.A.T. Invoices.

*Please Initial Here:*

12. **ESCALATION:** Annual price increases will be applicable on the 1<sup>st</sup> of February every year, irrespective of the date of Occupancy or date of signing the Contract. Escalation rate will be determined yearly by Management.

13. **USE OF PREMISES:** The TENANT will have the right to use the PREMISES for storage purposes and for no other purpose whatsoever. The TENANT will only be allowed access to the PREMISES for the purposes of delivery and collection and for no other purpose whatsoever. The TENANT will for example not be allowed to operate any business of any type on the premises or to use the premises for purposes of cleaning, etcetera. The TENANT shall not be allowed to store any article and/or substance in the PREMISES which will or may obviate any insurance on the property and/or may cause damage to the PREMISES. The TENANT shall not be allowed to store any **explosives** and/or biodegradable articles and/or substances in the PREMISES.

14. **OCCUPATION:** Occupation of the PREMISES shall be given to the TENANT on the DATE OF OCCUPATION in accordance with clause 4.  
If the DATE OF OCCUPATION in terms of clause 4 above is after the **20<sup>th</sup> day of the Month**, rental will be calculated on a Pro-Rata basis.

15. **QUANTIFIED DAMAGES:** The TENANT agrees that the LANDLORD'S quantified damages as a result of cancellation due to non-payment, will be the amount of R 1,000.00. **This amount excludes rent in arrear and is immediately payable on termination of the agreement as a result of the TENANT'S default.**

**Initial Tenant**

**Initial Landlord**

**Please Initial Here:**

16. **DEFAULT:** SHOULD the TENANT neglect, fail and/or refuse to comply punctually with any of its obligations in terms of this agreement or should the TENANT contravene or permit the contravention or fail in the observance of any of the terms or provisions of this agreement, the TENANT shall be in default. The LANDLORD shall under these circumstances without any prior written notice, and without prejudice of any of his rights, in addition to any remedies that he might have in law, be entitled to: Cancel this agreement, claim and recover vacant occupation of the PREMISES by evicting the TENANT and/or everybody who may occupy the PREMISES through the TENANT, without prejudice to any claim for damages or the right to claim and recover rent in arrears and/or other monies that may be owing by the TENANT to the LANDLORD in terms of this LEASE; and/or Claim rent in arrears as well as quantified damages in the amount of R 1,000.00. The TENANT shall be responsible to the LANDLORD for the breach of any of the provisions of this agreement and for any act or omission in or about the PREMISES by the TENANT and/or its directors, members, trustees, employees, servants, visitors or customers.

17. **TERMINATION:** The TENANT agrees to vacate the PREMISES **in full** on termination of this agreement. The TENANT agree to provide free and undisturbed access of the PREMISES to the LANDLORD on termination of this agreement The TENANT will remain liable for the payment of monthly RENTAL for any calendar month or part hereof that he fails to vacate in full and/or fails to restore free and undisturbed access. The TENANT will deliver the PREMISES to the LANDLORD on termination of this agreement in the same condition and/or state of repair that he received the PREMISES.

18. **CLAIMS BY TENANT:** The TENANT shall have no claim against the LANDLORD in regard to any loss or damage arising from any cause whatsoever including, but not limited to, theft. The LANDLORD'S only obligation in terms of this agreement is to provide the TENANT with possession of the PREMISES.

**Please Initial Here:**

19. **INSURANCE:** It is more cost effective to extend your present insurance policy to cover the unit hired. Therefore each TENANT is required to make his own arrangements regarding insurance.

20. **GENERAL:** In the event of the LANDLORD canceling this lease and the TENANT disputing such cancellation, the TENANT shall not remain in occupation of the PREMISES longer than 15 days after date of the cancellation in dispute. – In the event of any action by the LANDLORD against the TENANT arising from default by the TENANT in compliance with any of the provisions of this agreement, the TENANT shall be liable for payment of costs on the attorney and own client scale, including collection charges. – The TENANT chooses as his *domicilia citandi et executandi* for all purposes under this agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), any address referred to in clause 1.2 above. – Any alteration of this agreement, other than alterations confirmed in writing by the LANDLORD must be in writing and signed by the LANDLORD and TENANT in order to be effective and binding. – The person and/or official who signs this agreement on behalf of a legal person or trust, guarantees that he has been authorized to execute this agreement by means of a proper resolution by the TENANT. – The TENANT shall not be entitled to sub-lease and/or to cede, assign or transfer any of its rights or obligations in terms of this agreement.

21. **SURETY:** The person who signs this agreement on behalf of a legal person or trust, hereby binds himself as surety for and co-principal debtor in solidum with the TENANT for the due and punctual payment to the LANDLORD of any amount which now is or may hereafter become owing by the TENANT to the LANDLORD, and he renounces the benefit of exclusion and division.

22. **INTERPRETATION:** Wherever appropriate in this agreement – Words signifying the singular shall include the plural and vice versa – Words signifying one gender, shall include the other – Words signifying a natural person, shall include persons of either sex as well as firms, associations, companies, partnerships and corporate bodies – The titles and headings in this agreement are for purposes of references and convenience and must not be considered for purposes of interpretation.

23. **LOCKS AND KEYS:** The TENANT will provide padlock(s) to lock the PREMISES and will remove the padlock(s) on or before date of termination of this agreement in order to ensure the LANDLORD'S free and undisturbed access to the PREMISES.

**Please Initial Here:**

24. **BUSINESS HOURS:** **Mondays to Fridays from 08H00 – 17H00**  
**Saturdays from 08H00 – 12H00.**  
**The Business will therefore be closed on Sundays and Public Holidays.**

Should access be required outside of these business hours – a standard call out fee **of R150.00 per hour**, will be charged and payable directly to the person on duty by the Tenant.

SIGNED AT ..... ON THE ..... DAY OF ..... 20 .....

.....  
**TENANT**

.....  
**LANDLORD**

# Bloem Self Storage

Self-Storage Units

## DEBIT ORDER INSTRUCTION

DATE: \_\_\_\_\_

Dear Sir,

The details of my bank account are as follows:

Name of Accountholder:	<input type="text"/>												
Bank:	<input type="text"/>												
Branch Name:	<input type="text"/>												
Account Number:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Branch Code:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>							
Type of Account:	<input type="checkbox"/> Cheque	<input type="checkbox"/> Savings	<input type="checkbox"/> Transmission										
Amount:	<input type="text"/>										<input type="text"/>		
Debit Order Date:	<input type="text"/>	<input type="text"/>	<input type="text"/>							20			
Unit Number:	<input type="text"/>												

I hereby authorize you to draw against my account with the above-mentioned bank (or any other bank or branch to which I may transfer my account) the amount necessary for payment of the monthly commitment due in respect of the installment as agreed. All such withdrawals from my bank account by you shall be treated as though they had been signed by me as personally.

I understand that the withdrawals hereby authorized will be processed by computer through a system known as the Bankserv Magnetic Tape Service and I also understand that details of each withdrawal will be printed on my bank statement of on an accompanying voucher.

I agree to pay any bank charges relating to this debit order instruction.

This authority may be cancelled by me by giving you thirty days' notice in writing, sent by prepaid registration post, but I understand that I shall not be entitled to any refund of amounts which you have withdrawn while the authority was in force if such amounts were legally owing to you.

### **Assignment:**

I acknowledge that the party hereby authorized to effect the drawing(s) against my account may not cede or assign any of its rights to any third party without my prior written consent and that I may not delegate any or my obligations in terms of this contract to any third party without prior written consent of the authorized party.

Receipt of this instruction by you shall be regarded as receipt thereof by my bank (whichever it is or will be).

Signed \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

**CUSTOMER SIGNATURE**