



K2023874167 (South Africa) (Pty) Ltd
Reg no: 2023/874167/07
T/A Prime Storage and Workshops
Margate Airport Business Park
Corner Izotsha Road and Links Road
Margate 4020
Tel: 082 6944 007 / 082 876 9879
Email: bookings@primestorage.co.za

1. TERMS OF LEASE

1.1. The Lessor agrees to lease to the Tenant and the Tenant agrees to lease from the Lessor the following storage unit _____ (storage Unit number), size _____, within the premises of Prime storage and Workshops, located at RR13, Margate Airport Business Park.

2. PERIOD OF LEASE:

2.1. Indefinite period, commencing on the date of occupation and terminating after 30 days written notice by the tenant, which receipt of notice must be confirmed by the lessor. The lessor will have the right to terminate this lease with 30 days written notice to the tenant. All rental is paid in advance and a full month's rent is payable as a deposit before occupation.

3. RENT:

3.1. Rental payments are due on the first day of each month without demand. Payments made after the first of the month will accrue interest at the prime rate of ABSA BANK. If rental payments are not made in full, the LESSOR, at its option, may terminate the lease summarily.

3.2. The monthly rental rate is subject to increases. The LESSOR shall give TENANT thirty (30) days written notice of any increase and this lease shall be deemed to be altered if the TENANT continues his occupancy beyond the effective date of the increase.

3.3. The LESSOR may at its option, take possession of the goods in the storage unit if the lease is terminated early and or the lease is in default. **Taking possession of the goods shall consists of over locking the storage unit door to prevent TENANT'S access to the storage unit until all rental and arrears interest have been paid in full.**

3.4. Monthly rent amount _____

3.5. Security Deposit Amount _____

3.6. Monthly Levy _____

4. Rent Payment method:

4.1. All rental, levies and security amount shall be paid into the following bank account:

Prime Storage And Workshops Banking Details:

ABSA Bank Cheque Account

Shelley Beach Branch Code: 632005

Account Number: 4109 2990 61

PLEASE USE STORAGE UNIT NUMBER AS YOUR REFERENCE WHEN MAKING PAYMENT IF RENTAL IS PAID IN ADVANCE FOR A 12 MONTH PERIOD, THEN THE 13TH MONTH WILL BE RENT FREE. RENTALS PAID IN ADVANCE ARE NOT REFUNDABLE.

5. USE OF PROPERTY:

- 5.1. The tenant shall use the storage unit solely for the purpose of storing personal or business items. The Tenant shall not use the storage unit for any unlawful purposes or for storing hazardous materials.
- 5.2. Tenant shall not place or keep on the premises explosives, flammable liquids, contraband, or other goods prohibited by law and agrees to abide by any rules promulgated from time to time by the Lessor governing the use of these premises. Tenant shall not permit damage to the premises and shall indemnify and hold the Lessor harmless from any claim or cause of action arising out of the Tenant's use of the premises. Tenant assumes responsibility for any loss or damage to property stored by Tenant in the premises and may elect to provide insurance coverage for the same.
- 5.3. LESSOR does not maintain insurance for the benefit of the TENANT WHICH IN ANY WAY COVERS ANY LOSS WHATSOEVER THAT THE TENANT may have or claim arising from renting the storage space or premises and TENANT expressly releases the LESSOR from any losses and or damages to TENANT'S property caused by Fire, theft, water, rainstorms, tornadoes, explosion, riots, rodents, civil disturbances, insects, sonic boom, land vehicles, unlawful entry, or any other cause whatsoever, nor shall the LESSOR be liable for any losses or injuries suffered by the TENANT and or TENANTS guests or invitees or agents while on or about LESSOR'S property.

6. Access and security:

- 6.1. Tenant shall have access to the storage unit during the facility's operating hours. There will be no access to the storage units after normal working hours.
- 6.2. Tenant shall be responsible for maintaining the security of the storage unit and shall provide their own locks.
- 6.3. The Landlord shall engage a third-party armed response company to monitor the premises, install security beams, and an electric fence for the security of the storage units.
- 6.4. The Tenant acknowledges and agrees that the security measures implemented by the armed response company, including the installation of security beams and an electric fence, are for the general security of the premises and do not guarantee the absolute security or safety of the Tenant's stored items.
- 6.5. The Tenant acknowledges that the Landlord shall not be liable for any loss or damage to the Tenant's stored items, including but not limited to theft, vandalism, fire, or any other unforeseen events, regardless of the security measures in place.
- 6.6. The Tenant agrees to comply with all security protocols and procedures implemented by the armed response company and to promptly report any security concerns or incidents to the Landlord.
- 6.7. The Tenant acknowledges that the Landlord's provision of security measures and engagement of a third-party armed response company does not create a duty of care on the part of the Landlord regarding the security of the **Tenant's stored items.**

7. Maintenance and repairs

- 7.1. Landlord shall be responsible for maintaining the structural integrity of the storage unit.
- 7.2. Tenant shall be responsible for maintaining the cleanliness of the storage unit and shall promptly notify Landlord of any necessary repairs.

8. Insurances:

- 8.1. Tenant agrees to maintain insurance coverage for personal property stored in the storage unit.
- 8.2. Landlord is not responsible for any damage to or loss of tenant personal property.

9. Termination

- 9.1. Either party may terminate this agreement by providing 30 days written notice to the other party.

1. Governing law:

- 1.1. This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa.
- 1.2. Any dispute, controversy, or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity, or termination, shall be resolved through amicable negotiations between the parties.
- 1.3. If the dispute is not resolved through mediation, the parties agree that any legal action or proceeding arising out of or in connection with this Agreement shall be brought exclusively in the courts of Port Shepstone, KZN, South Africa.
- 1.4. The prevailing party in any legal action or proceeding arising from this Agreement shall be entitled to recover its reasonable attorney's fees and costs incurred in connection with such action or proceeding.

10. GENERAL TERMS AND CONDITIONS:

Tenant undertakes that at termination of this lease, undisputed and vacant possession of the storage unit shall be given to the Lessor, in a good condition as it is now, notwithstanding normal wear and tear. The tenant also agrees not to let, sublet, or assign the whole or any part of the unit without prior written consent from the lessor. Tenant agrees not to affix shelving or other articles to the walls, ceiling, or door. Tenant must provide his own lock and keep the unit always locked, using only 1 lock per unit door.

- 10.1. The personal property in the storage unit may be sold to satisfy the LESSOR'S lien if TENANT is in default. LESSOR shall have a lien on all personal property stored within each storage unit for rent, labour, or expenses reasonably incurred in the sale, pursuant to South African laws. All moving, storage and or sales costs associated with the sale of goods shall be borne by TENANT.
- 10.2. In the event the LESSOR is required to obtain the services of an attorney to enforce any of the provisions of this lease TENANT agrees to pay, in addition to the sums due hereunder, an additional amount for the attorney's fees and cost on an attorney and own client basis.
- 10.3. LESSOR shall have the right, in the event of an emergency to enter the storage unit with whatever reasonable force is necessary. LESSOR may at its own discretion, deny access to the premises and or storage unit in case of inclement weather or emergencies.
- 10.4. The obligations contained in this lease shall extend to and be binding upon the parties, their heirs, executors, administrators, and assigns.

10.5. This agreement constitutes the whole agreement between the parties and no warranties or representations, whether express or implied, will be binding other than as recorded in the agreement. Any variation or amendment is only binding if recorded in writing and signed by the parties. Each party acknowledges receipt of a copy of this agreement.

10.6. Upon expiration of the lease, the TENANT shall return the storage unit to the LESSOR in good condition and working order. The storage unit is to be cleared of all rubbish on vacation of the unit. Any rubble removal by the LESSOR will be for the TENANT'S account and deducted from the deposit.

AIRPORT PARK BODY CORPORATE

SS 170/2008

CONDUCT RULES

ANIMALS, REPTILES AND BIRDS

1. An owner or occupier of a section shall not, without the consent in writing of the trustees, which approval may not unreasonably be withheld, keep any animal, reptile or bird in a section or on the common property.
2. When granting such approval, the trustees may prescribe any reasonable condition.
3. The trustees may withdraw such approval in the event of any breach of any condition prescribed in terms of sub rule 2.

REFUSE REMOVAL

An owner or occupier of a section shall:

- (a) maintain in a hygienic and dry condition, a receptacle for refuse within his section, his exclusive use area or on such part of the common property as may be authorised by the trustees in writing;
- (b) ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained;
- (c) for the purpose of having the refuse collected, place such receptacle within the area and at the times designated by the trustees;
- (d) when the refuse has been collected, promptly return such receptacle to his section or other area referred to in paragraph (a)

VEHICLES

1. No owner or occupier shall park or stand any vehicle upon the common property or permit or allow any vehicle to be parked or stood upon the common property, without the consent of the trustees in writing.
2. The trustees may cause to be removed or towed away, at the risk and expense of the owner of the vehicle, any vehicle parked, standing or abandoned on the common property without the trustee's consent.
3. Owners and occupiers of sections shall ensure that their vehicles, and the vehicles of their visitors and guests, do not drip oil or brake fluid on the common property or in any other way deface the common property.
4. No owner or occupier shall be permitted to dismantle or effect major repairs to any vehicle on any portion of the common property, an exclusive use or in a section.

DAMAGE, ALTERATIONS OR ADDITIONS TO THE COMMON PROPERTY

1. An owner or occupier of a section shall not mark, paint, drive nails or screws or the like into, or otherwise damage or alter, any part of the common property without first obtaining the written consent of the trustees.
2. Notwithstanding subrule (1), an owner or person authorised by him may install-
 - Any locking device, safety gate, burglar bars or other safety device for the protection of his section: or
 - Any screen or other device to prevent the entry of animals or insects; provided that the trustees have first approved in writing the nature and design of the device and the manner of its installation.

APPEARANCE FROM OUTSIDE

The owner or occupier of a section used for residential purposes shall not place or do anything on any part of the common property, including balconies, patios, stoeps, and gardens which, in the discretion of the trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section.

SIGNS AND NOTICES

No owner or occupier of a section, used for residential purposes, shall place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the common property or of a section, so as to be visible from outside the section, without the written consent of the trustees first having been obtained.

LITTERING

An owner or occupier of a section shall not deposit, throw or permit or allow to be deposited or thrown on the common property any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever.

LAUNDRY

An owner or occupier of a section shall not, without the consent in writing of the trustees, erect his own washing lines, not hang any washing or laundry or any other items on any part of the building or the common property to be visible from outside the buildings or from any sections.

STORAGE OF INFLAMMATORY MATERIAL AND OTHER DANGEROUS ACTS

An owner or occupier of a section shall not store any material, or do or allow to be done, any other dangerous act in the building or on the common property which will or may increase the rate of the premium payable by the body corporate on any insurance policy.

LETTING OF UNITS

All tenants of units and other persons granted rights of occupancy by any owner of the relevant unit are obliged to comply with these conduct rules, notwithstanding any provision to the contrary contained in any lease or any grant of rights of occupancy.

ERADICATION OF PESTS

An owner shall keep his section free of white ants, bore and other wood destroying insects and to this end shall permit the trustees, the managing agent, and their duly authorised agents or employees, to enter upon his section from time to time for the purpose of inspecting the section and taking such action as may be reasonably necessary to eradicate any such pests. The costs of the inspection, eradicating any such pests as may be found within the section, replacement of any woodwork or other material forming part of such section which may be damaged by any such pests shall be borne by the owner of the section concerned.