



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

LEASE AGREEMENT

Entered between:

Prime Storage and Workshops (herein represented by Kevin Bromwich) duly authorised to do so by his signature (hereafter referred to as the LESSOR) AND the LESSEE below (referred to as the Tenant)

This Lease agreement ("agreement") is entered into on ____ (date of occupation _____) between _____ Landlords name _____ and the lessee whose details follow below:

1. TENANT DETAILS:

NAME & SURNAME/COMPANY NAME _____

REPRESENTATIVE IF APPLICABLE _____

ID NUMBER /CO REG NUMBER _____

POSTAL ADDRESS: _____

PHYSICAL ADDRESS: _____

TEL(W): _____ TEL(CELL): _____

EMAIL ADDRESS: _____

NEXT OF KIN: _____ TEL: _____ TEL CELL: _____

(Attach copies of ID's.)

Description of type of business _____

WORKSHOP UNIT NUMBER: _____

2. TERMS OF LEASE:

2.1. The Landlord agrees to lease to the Tenant, and the Tenant agrees to lease from the Landlord the following workshop unit located at _____ (storage Unit number), size _____, within Margate Airport Park, corner Izotsha Road and Link Road, Margate.

3. PERIOD OF LEASE:

3.1. The initial term of this lease agreement shall be for 12 months, commencing on _____ and ending on _____.

3.2. This lease shall automatically renew for an additional 12-month period unless the Tenant provides written notice to the Landlord 30 days before the contract expires of their intent to terminate or extend the lease for a shorter period.

3.3. If no such notice is received, the lease will automatically renew for another 12 months under the same terms and conditions.

3.4. The Lessor will have the right to terminate this lease with 30 days written notice to the Tenant.

3.5. All rental is paid in advance with one (1) month's rental paid as a deposit on signing this lease and before occupation is given.

3.6. A full month's rent is due if the unit is vacated on the first or after the first of the month. There are no prorated rent refunds if the unit is vacated before the last day of the month, even if timeous notice is given.

3.7. IF THE RENTAL IS PAID IN ADVANCE FOR 12 MONTHS, THEN THE 13TH MONTH WILL BE RENT-FREE. RENTALS PAID IN ADVANCE ARE NOT REFUNDABLE.

4. RENT:

4.1. Monthly rent amount _____

4.2. Security Deposit Amount _____

4.3. Monthly Levy _____

4.4. Water _____

4.5. Electricity - Prepaid meter system registered in the Tenant's name.

4.6. 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.

4.7. 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 altered if the TENANT continues his occupancy beyond the effective date of the increase.

5. RENT PAYMENT METHOD

5.1. All rental, levies and security amounts 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 WORKSHOP NUMBER AS YOUR REFERENCE WHEN MAKING PAYMENT

6. MAINTENANCE AND REPAIRS

- 6.1. The Landlord is responsible for maintaining the overall integrity of the workshop unit, ensuring that it is structurally sound and safe for occupancy. However, the Tenant acknowledges that they must take reasonable precautions to prevent damage to the structural integrity of the workshop.
- 6.2. **Damages to Structural Integrity:** If damages occur to the structural integrity of the workshop unit due to the Tenant's negligence or failure to take reasonable precautions to prevent such damage, the Tenant shall be responsible for covering the costs of repairs or restoration.
- 6.3. The Landlord shall not be held liable for damages to the workshop unit's structural integrity resulting from the Tenant's actions or neglect. The Tenant agrees to promptly report any issues or concerns regarding the structural integrity of the workshop to the Landlord to prevent further damage and ensure timely repairs. The Tenant shall maintain the Workshop unit's cleanliness and promptly notify the Landlord of any necessary repairs.

7. INSURANCES

- 7.1. The Tenant agrees to maintain insurance coverage for personal property stored in the workshop unit.
- 7.2. The Landlord is not responsible for any damage to or loss of the Tenant's personal property.

8. GOVERNING LAW:

- 8.1. This agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa.
- 8.2. 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.
- 8.3. Suppose the dispute is not resolved through mediation. In that case, 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.
- 8.4. In any legal action or proceeding arising from this agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred in connection with such action or proceeding.

9. ADHERENCE TO BODY CORPORATE RULES:

- 9.1. The Tenant agrees to all rules and regulations the relevant Body Corporate sets forth governing the premises. The Tenant acknowledges that these rules may be amended

occasionally, and they are responsible for staying informed of any changes.

- 9.2. The Landlord shall make reasonable efforts to notify the Tenant of any changes to the Body Corporate rules that may affect the Tenant's use of the premises. However, it is ultimately the Tenant's responsibility to stay informed about any amendments to the property rules.

10. BOREHOLE WATER SUPPLY:

- 10.1. The Landlord agrees to provide a borehole water supply for the premises.
- 10.2. The Tenant acknowledges that the borehole water supply is subject to availability and may be affected by external factors beyond the Landlord's control. The Tenant shall not be held responsible for any disruptions or shortages in the borehole water supply beyond their control. The Landlord shall make reasonable efforts to promptly address any issues with the water supply, but the Tenant shall not be liable for any loss or damages resulting from a lack of water supply.

11. ELECTRICITY

- 11.1. The Tenant shall be responsible for the cost of the workshop electricity consumed, calculated using a Pre-paid meter system registered in the Tenant's name.

12. TERMS AND CONDITIONS

- 12.1. The Tenant agrees to return the workshop in the same condition found at the beginning of the lease term. Any repairs or restoration necessary to bring the workshop back to its original state will be the Tenant's responsibility and will be at its expense. The Landlord reserves the right to inspect the workshop upon the termination of the lease to assess any damages or necessary repairs, which shall be documented and communicated to the Tenant. The Tenant shall be responsible for completing any repairs or restoration work within a reasonable timeframe determined by the Landlord.
- 12.2. All rubbish from the workshop is to be cleared on vacation of the unit. Any rubble removal by the LESSOR will be for the TENANT's account.
- 12.3. Rental of the workshop will continue until the premises have been vacated and the conditions of the workshop meet the requirements clause 6.1.
- 12.4. 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.
- 12.5. Tenant shall be responsible for maintaining the security of the workshop unit and shall provide their lock.
- 12.6. The Tenant acknowledges that the Landlord shall not be liable for any loss or damage to the Tenant's workshop items, including but not limited to theft, vandalism, fire, or any other unforeseen events, regardless of the security measures in place.
- 12.7. 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 from 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.

12.8. 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 workshop 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, tornados, 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.

12.9. The obligations contained in this lease shall extend to and be binding upon the parties, their heirs, executors, administrators, and assigns.

12.10. This agreement constitutes the whole agreement between the parties, and no warranties or representations, whether express or implied, will be binding other than what is recorded in the agreement. Any variation or amendment is only binding if recorded in writing and signed by the parties.

Signed at _____ on this day of _____ 202____.

TENANT SIGNATURE: _____

WITNESS SIGNATURE: _____

LESSOR SIGNATURE: _____

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 drey 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 I 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 I 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 COOMON 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.