



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  
4275  
Tel: 082 6944 007 / 082 876 9879  
Email: bookings@primestorage.co.za

## STORAGE LEASE AGREEMENT

Entered between:

Prime Storage and Workshops  
Represented by Kevin Bromwich  
(Duly authorized)  
(hereafter referred to as the LESSOR/LANDLORD)

AND

the LESSEE as set out below  
(referred to as the LESSEE/TENANT)

### THE TENANT'S DETAILS:

NAME & SURNAME/COMPANY NAME \_\_\_\_\_

REPRESENTATIVE IF APPLICABLE \_\_\_\_\_

ID NUMBER /CO REG NUMBER \_\_\_\_\_

POSTAL ADDRESS: \_\_\_\_\_

PHYSICAL ADDRESS: \_\_\_\_\_

(*domicilium citandi et executandi* for legal process)

TEL(W): \_\_\_\_\_ TEL(CELL): \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

NEXT OF KIN: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

TEL CELL: \_\_\_\_\_

(Attach copies of Identity Documents or CIPC or Trust documents)

MONTHLY RENTAL: \_\_\_\_\_

SECURITY DEPOSIT AMOUNT : \_\_\_\_\_

CREDIT CHECK: The Lessor is permitted to do a credit check in terms of the National Credit Act or any other legislation on the Tenant at any stage prior to or during or after termination of this lease including the person in effective control of the Tenant or the signatory; and any rights to protection of personal information in respect of such credit check is waived.

## 1. DEFINITIONS

- 1.1 **Date of Occupation** - \_\_\_\_\_
- 1.2 **“The Lessor/Landlord”** - **K2023874167 (South Africa) (Pty) Ltd**  
**Registration number: 2023/874167/07**  
**t/a Prime Storage and Workshops**
- 1.3 **“The Lessee” or “Tenant”** - \_\_\_\_\_  
\_\_\_\_\_
- 1.4 **“The property”** - **Extension 3, 1 Links Road, Margate, 4275**
- 1.5 **“The Leased Premises”** - **shall mean storage unit number \_\_\_\_\_;**
- 1.6 **“Stored goods”** - **shall mean \_\_\_\_\_;**

## 2. TERMS OF LEASE

- 2.1 The Lessor agrees to lease to the Tenant and the Tenant agrees to lease from the Lessor the following storage unit, as the case may be, (Unit number), size \_\_\_\_\_, within the premises of Prime storage and Workshops, Sectional Title Scheme located at RR13, Margate Airport Business Park, Margate, KwaZulu-Natal and subject to Sectional Title Legislation.
- 2.2 For the avoidance of doubt; this lease is in respect of a leased storage unit within the Business Park.

## 3. PERIOD OF LEASE:

- 3.1 The lease shall run for monthly commencing on the date of occupation but may be terminated after 30 days written notice by the Tenant on the first day of any month of the existence of the lease, which receipt of notice must be confirmed by the Lessor.
- 3.2 The Lessor will have the same right which must be on the first day of any calendar month to terminate this lease with 30 days written notice to the Tenant. All rental is to be paid in advance and a full month's rent is payable as a deposit before occupation, which will be held in the Lessor's nominated Bank Account, and no interest will be payable on the deposit when repaid.

## 4. RENT:

- 4.1 Rental payments are due on the first day of each month without demand but on invoice. Payments made after the third of the month will accrue interest at the prime rate of ABSA BANK. If rental payments are not made in full, or fall into arrears; and rental is outstanding for over 30 (Thirty) calendar days the Lessor, at its option, may terminate the lease by operation of law or by 30 (Thirty) calendar days notice to the Lessee, and the deposit will be forfeited in full in favour of the Lessor as the Lessor's liquidated damages, and in addition the Lessor may recover any further damages due.
- 4.2 The monthly rental rate is subject to annual increases. The Lessor shall give the Tenant thirty (30) days' written notice on the first day of any month of any increase, and this lease shall

be deemed altered if the Tenant continues his occupancy beyond the effective date of the increase.

- 4.3 The Lessor may, at its option, take possession of the goods in any leased storage unit by virtue of the Landlord’s lien if the lease is in default for over 30 (Thirty) calendar days.
- 4.4 Rentals paid in advance are not refundable.
- 4.5 If rental is paid in advance for a 12-month period, then the 13th month will be rent-free.
- 4.6 Accordingly, should the Tenant vacate before the end of the twelve-month rental period, no refund of rentals shall take place, and the rental shall be the Lessor’s liquidated damages for early termination.

**5. RENT PAYMENT METHOD:**

5.1 All rental, levies and security amount shall be paid by EFT 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  
 The Unit number will be the reference when making payment

**7. SCHEDULE OF CONDITIONS**

The schedule of conditions attached hereto and signed by the parties’ forms an integral part of this lease and shall be regarded as expressly incorporated into this Agreement.

SIGNED by the Lessor at \_\_\_\_\_ on the \_\_\_\_ of \_\_\_\_\_  
2024

AS WITNESSES:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

\_\_\_\_\_  
Lessor (duly authorised)

SIGNED by the Lessee at \_\_\_\_\_ on the \_\_\_\_ of \_\_\_\_\_  
2024

AS WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
Lessee (duly authorized)

## **SCHEDULE OF CONDITIONS**

### **1. USE OF PROPERTY:**

- 1.1 The Tenant shall use the storage unit solely for the purpose of storing personal or small business items. The Tenant shall not use the storage unit for any unlawful purposes or for storing hazardous materials, or any items as defined in the Explosives Act, nor any hazardous material nor any proceeds of crime, or any item that it is unlawful to possess, in the contextual circumstances.
- 1.2 The Tenant shall not place or keep on the premises explosives, heavy items that will damage the floor, flammable liquids, stolen property, undocumented scrap metal 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.
- 1.3 The Tenant shall not permit damage to the premises and warrants that it has inspected the leased premises and found it fit for purpose and indemnifies and holds the Lessor harmless from any claim or cause of action arising out of the Tenant's use of the premises.
- 1.4 The Tenant retains and assumes responsibility for any loss or damage to property stored by the Tenant on the premises and may elect to provide insurance coverage for its goods and the Landlord shall not be obliged to insure any contents.
- 1.5 For the avoidance of doubt, the 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 the Tenant expressly indemnifies the Lessor from any losses and or damages to the Tenant's property caused by fire, theft, water, rainstorms, wind, explosion, riots, rodents, civil disturbances, insects, land vehicles, unlawful entry, *vis major* or any other cause whatsoever, nor shall the Lessor be liable in delict for any losses or injuries suffered by the Tenant and/or the Tenants guests or invitees or agents while on or about the Lessor's Property.

### **2 NO CLAIMS**

- 2.1 The Lessee shall not have any claim of any nature whatsoever, whether for damages or otherwise, against the Lessor by reason of:
  - 2.1.1 The premises or any part there of being in a state of disrepair or
  - 2.1.2 Any damage or loss being sustained by the Lessee itself, its servants, agents or invitees or to the assets of such person in the premises as a result of *vis major* or *causus fortuitus* or any other cause whatsoever.

### **3 ACCESS AND SECURITY:**

- 3.1 The Tenant shall have access to the storage unit during the facility's operating hours, which may be amended occasionally. There will be no access to the storage units after normal working hours unless an emergency or good cause is shown.
- 3.2 The Tenant shall be responsible for maintaining the security of the storage unit and shall provide its locks.
- 3.3 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 and take reasonable steps to secure the premises.
- 3.4 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.

- 3.5 The Tenant acknowledges that the Landlord shall not be liable for any loss or damage to the Tenant's stored items, including all risks not set out in clause 1.5 above including but not limited to theft, vandalism, fire, or any other unforeseen events, regardless of the security measures in place.
- 3.6 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.
- 3.7 The Tenant acknowledges that the Landlord's provision of security measures and engagement of a third-party armed response company does not create an absolute duty of care on the part of the Landlord regarding the security of the Tenant's stored items.
- 3.8 The parties confirm that the premises are not to be used for any form of occupation by any persons and are not residential.

#### **4 MAINTENANCE AND REPAIRS AND PROPERTY RATES**

- 4.1 The Landlord shall be responsible for maintaining the structural integrity of the storage unit.
- 4.2 The Tenant shall be responsible for maintaining the cleanliness and hygiene of the storage unit and shall promptly notify the Landlord of any necessary repairs.
- 4.3 The Tenant agrees to maintain insurance coverage for personal property stored in the storage unit, should it require insurance.
- 4.4 The Landlord will pay the property rates in respect of the leased portion of the property.
- 4.5 The Tenant shall keep the premises clean and sanitary, particularly in front of their unit.
- 4.6 The Tenant shall promptly notify the Landlord of any damage or maintenance issues that require attention within a reasonable timeframe.
- 4.7 The Tenant undertakes to return the premises in same condition that it was found on termination of lease.

#### **5 TERMINATION**

- 5.1 Notwithstanding the duration of the lease, either party may terminate this agreement by providing 30 days written notice to the other party, if given on the first of the month. No reasons are required for the termination.
- 5.2 Upon lease expiration, the Tenant shall return the storage unit to the Lessor in good condition and make good and in order. The storage unit is to be cleared of all scrap removal on vacation of the unit. Any rubble, removal or repairs to damage by the Lessor will be for the Tenant's account and deducted from the deposit.

#### **6 GENERAL TERMS AND CONDITIONS:**

The 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 which may not be unreasonably withheld. The Tenant agrees not to affix shelving or

other articles to the walls, ceiling, or door. The Tenant must provide his own lock and keep the unit always locked, using only 1 lock per unit door.

- 6.1 Any personal property placed in the leased storage unit, regardless of ownership, may be sold to satisfy the Lessor's lien if the Tenant defaults. The Lessor shall have a lien on all personal property stored within each storage unit for rent or expenses reasonably incurred pursuant to South African laws. All legal and other fees for moving, storage and or sales costs associated with the sale of goods shall be borne by the Tenant.
- 6.2 Taking possession of the goods shall permit separately locking the storage unit door to prevent the Tenant's access to the storage unit until all rental and arrears interest have been paid in full.
- 6.3 In the event of the Tenant's breach of contract due to late payment of rent, the Lessor reserves the right to place a lock on the premises. If the Tenant or any individual associated with the Tenant breaks or removes this lock without the Lessor's prior written consent, a fine of R2000.00 shall be imposed. This fine shall be payable immediately upon demand by the Lessor and shall not limit the Lessor's right to pursue any other remedies available under this lease agreement or applicable law.
- 6.4 The Lessor shall have the right to enter the storage unit with whatever reasonable force is necessary in an emergency. The Lessor may at its discretion, deny access to the premises and or storage unit in case of inclement weather or emergencies or *vis major* or any other rational reason.
- 6.5 The obligations contained in this lease shall extend to and be binding upon the parties, their heirs, executors, administrators, and assigns.
- 6.6 The Lessee shall keep the premises in a clean and sanitary condition and not permit the accumulation of any objectionable matter in or about the premises or cause any noxious odours to emanate from the premises and provide its cleaning services in respect of the premises to the reasonable satisfaction of the Lessor.
- 6.7 The Lessee shall not bring into or place any safe or other heavy article in the premises of the building without the Lessor's prior written consent, which shall not be unreasonably withheld and provided that the Lessee shall at his expense make good any damage to the premises or to the building brought about by the bringing of that safe or other heavy article into the premises or the removal of same there from.

## **7 DRIVEWAYS AND PARKING**

- 7.1 The Lessee or its invitees shall not place or permit to be placed, any sign, object or obstruction in the driveways, loading zones, or parking areas on the Sectional Scheme property which may impede their proper use.
- 7.2 The Lessee expressly agrees to park in the designated parking bays provided (if any).
- 7.3 The Lessee and the Lessee's invitees shall park any vehicle in any parking space on the property at their own risk, and the Lessor shall not be liable for any loss of damage whatsoever (whether due to its negligence or not) to any vehicle.
- 7.4 The Lessor shall not be liable for any personal accident or third-party claim or theft which may arise from the use by the Lessee of such parking facilities, and the Lessee indemnifies the Lessor in this regard.
- 7.5 The Lessee further indemnifies the Lessor regarding any damage, theft or loss to the contents of the leased premises and holds the Lessor harmless and blameless.

## **8 DOORS, WALLS, CEILING AND FLOORS**

- 8.1 Keep and maintain all doors in the rental area and immediate surrounds (interior or exterior) in the Leased Premises in good order and condition.
- 8.2 Shall not drive any object into the walls, ceiling or floor of any part of the Leased Premises without Landlords prior consent;
- 8.3 Shall not do anything which damages the walls or ceiling or floor of any part of the Leased Premises without the Landlords prior consent.

## **9 BREACH OF THE LEASE**

- 9.1 Should the Lessee:
  - 9.1.1 Fail to pay any amount due by the Lessee in terms of this lease on the due date thereof and after having been given seven (7) days' notice in writing to effect payment or
  - 9.1.2 Commit any other breach of any condition of this lease and fail to remedy that breach within 3 days after the giving of written e-mail notice to that effect to it by the Lessor or
  - 9.1.3 Attempt to remove any of its assets from the premises.
  - 9.1.4 Suffer a default or consent judgment against it and fail to satisfy such judgment within five days of its coming to the Lessee's notice or
  - 9.1.5 consistently breach any of the conditions of this lease in such manner as to justify the Lessor in holding that the conduct of the Lessee is inconsistent with the intention or ability of the Lessee to observe the conditions of this lease or
  - 9.1.6 Then and in such an event, the Lessor shall be entitled to cancel this lease and require the Lessee to vacate the premises without prejudice to any other claim for damages which it may have against the Lessee as a result thereof.
  - 9.1.7 Should the Lessor cancel this lease, the Lessor may take whatever action may be necessary, including proceedings by way of motion in any competent court, for the immediate ejection of the Lessee and all persons claiming by, through or under it, from the Premises, without prejudice to the Lessor's right to claim rent and exercise its lien and hypothec and other monies due up to the date upon which the Lessor may regain possession of the premises and such further damages as the Lessor may be sustained.
  - 9.1.8 Should the Lessor institute legal proceedings against the Lessee that might arise out of the Lessee's breach of this lease, the Lessee shall pay the Lessor's legal costs on a scale between the attorney and client.
  - 9.1.9 *mutatis mutandis*, in the event that the Lessor is in breach of the rights and obligations conferred to it in this lease Agreement, the Lessee shall be entitled to place the Lessor in breach within 7 days after the giving of written e-mail notice to that effect to it by the Lessee.
  - 9.1.10 The Tenant gives express consent to the act of spoliation, namely, the Landlord separately locking the rented premises in the event of a breach, and waives all rights to damages or legal costs arising therefrom.

## **10 BODY CORPORATE RULES**

- 10.1 The parties acknowledge that the leased premises is located within a Scheme as contemplated by the Sectional Titles Act and that by operation of law, the Scheme has to have Conduct Rules in place.
- 10.2 The Tenant agrees to abide by the Conduct Rules as may be amended from time to time and indemnifies the Landlord in respect of any breach of the Conduct Rules and also acknowledges that a breach of the Conduct Rules may *ipso facto* constitute a breach of this agreement.

**11 GOVERNING LAW:**

- 11.1 This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa.
- 11.2 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 and failing negotiation or by mediation between the parties, by an independent objective mediator.
- 11.3 If the dispute is not resolved through mediation, then the parties may, if they both agree, proceed to arbitration in terms of the provisions of the Arbitration Act, with the rule to be agreed with the Arbitrator.
- 11.4 If any dispute is the subject of litigation, then the parties agree that any legal action, including for breach of rental payments or proceeding arising out of or in connection with this Agreement, shall be brought exclusively in the Magistrate’s courts of South Africa.

**12 WHOLE AGREEMENT, NO VARIATION**

- 12.1 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.

SIGNED by the Lessor at \_\_\_\_\_ on the \_\_\_\_ of \_\_\_\_\_  
2024

AS WITNESSES:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

\_\_\_\_\_  
Lessor (duly authorised)

SIGNED by the Lessee at \_\_\_\_\_ on the \_\_\_\_ of \_\_\_\_\_  
2024

AS WITNESSES:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

\_\_\_\_\_  
Lessee (duly authorized)

# AIRPORT PARK BODY CORPORATE SS 170/2008

## CONDUCT RULES

### ANIMALS, REPTILES AND BIRDS

- 1.1.1 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.
- 1.1.2 When granting such approval, the trustees may prescribe any reasonable condition.
- 1.1.3 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:

- 1.1.3.1 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;
- 1.1.3.2 ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained;
- 1.1.3.3 for the purpose of having the refuse collected, place such receptacle within the area and at the times designated by the trustees;
- 1.1.3.4 when the refuse has been collected, promptly return such receptacle to his section or other area referred to in paragraph 1.1.3.1

### 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.

SIGNED by the Lessor at \_\_\_\_\_ on the \_\_\_\_ of \_\_\_\_\_ 2024

AS WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
Lessor (duly authorised)

SIGNED by the Lessee at \_\_\_\_\_ on the \_\_\_\_ of \_\_\_\_\_ 2024

AS WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
Lessee (duly authorized)