



Eagle Place
 89 Elston Ave
 Benoni
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 Benoni 1500
 South Africa

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E-mail: benoniboard@onboard.co.za

Website: www.benoniboard.co.za

AGREEMENT OF LEASE

LESSOR:

Herein represented by:

Postal Address:

Physical Address

Telephone No (w) (h)

Cellular No. Fax No.

E-mail:

LESSEE:

Trading as:.....

Herein represented by:.....

I.D. No. / Passport no.

Permit no..... (if required)

Postal Address:

Physical Address

Telephone No (w) (h)

Cellular No. Fax No.

E-mail

COMPANY / CLOSE CORPORATION

REGISTRATION NO

DIRECTORS / MEMBERS

The Benoni Board cc

1986/015214/23

Harley Ritz AHSA (Managing)

The LESSOR hereby lets to the LESSEE the premises hereunder described on the following terms and conditions:

1. The Lease will be for a period of year/s commencing on the
2. The premises are situated on Stand/Erf No. on the floor and being office/shop/factory No. in the building known as and comprising m²
3. The LESSEE shall have the right to exercise an option to renew for a further period of years.
4. The LESSEE shall have the right to exercise an option to renew the Lease provided such right is exercised in writing.....months before expiry of such lease.
5. The RENTAL for the full period of the LEASE will be:-

1 st year	R..... plus V.A.T. if applicable
2 nd year	R..... plus V.A.T. if applicable
3 rd year	R..... plus V.A.T. if applicable
4 th year	R..... plus V.A.T. if applicable
5 th year	R..... plus V.A.T. if applicable

Plus sundries: Refuse: R.....; Sewerage: R.....; Water: R.....
 Fixed electricity: R.....; Assessment Rates: R.....;
 Cleaning: R..... Insurance: R..... (plus V.A.T.) **(subject to increases / changes)** Electricity:
6. Option to be negotiated.
7. The business to be conducted on the said premises will be:
8. The administration costs of drawing up the lease and the stamping thereof **(if applicable)** will be Borne by:
9. **BENONI BOARD CC** shall hold in Trust for the account of the LESSEE a total deposit of R.....payable in advance with the first month's rental.
10. An **electricity deposit** (if applicable) must be paid to Ekurhuleni Metro Council of Benoni and the **receipt produced to BENONI BOARD before keys are handed over** to the LESSEE.
11. At the option of the LESSOR, the LESSEE hereby undertakes to sign a lease upon such terms and conditions as are set out of our BENONI BOARD CC lease commonly used in practice and containing substantially the same provisions as are contained herein, failing which the terms and conditions herein shall continue to apply and be binding between the parties.
12. Notwithstanding anything herein contained, should the lease be terminated by the LESSEE for any reason whatsoever then I/we agree that BENONI BOARD CC be entitled to retain from the

deposit paid in terms of Clause 9 thereof, its commission and reasonable fees and disbursements in respect of its services until the date of termination.

13 **Cancellation will lead to all deposits, administration fees and stamp duty (if applicable), being forfeited.**

14 Previous record of Tenancy: Agent:

15 ACCOUNT NAME: **BENONI BOARD RENT TRUST**

BANK: **STANDARD BANK**

BRANCH: **BENONI**

ACCOUNT NO: **0211 10972**

BRANCH CODE: **013042**

16 Trade References: 1

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17 (a) LEASE FEE

(b) V.A.T on LEASE FEE

(c) ADMINISTRATION FEE
(non refundable)

(d) V .A.T. on ADMIN FEE

(e) TPN FEE (non refundable)

(f) V.A.T. on TPN FEE

(g) DEPOSIT

(h) V.A.T. on DEPOSIT

(i) KEY DEPOSIT

(j) ELECTRICITY DEPOSIT

(k) 1st MONTH RENT

(l) V.A.T. ON RENT

(m) SUNDRIES

(n) V.A.T. on SUNDRIES

TOTAL AMOUNT DUE

18. **COPIES OF THE FOLLOWING ARE REQUIRED:**

- a) **Copy of I.D. / Passport. & Permit if requited**
- b) **Copy of utility bill (Municipal Account)**
- c) **Copy of CK Documents (if CC)**
- d) **Copy of (Pty) Ltd registration documents**
- e) **Copy of V.A.T. Registered Certificate**
- f) **Proof of residence (not older than 3 months)**

CONSENT CLAUSE

The tenant hereby consents that, and authorises the landlord or agent to, at all times:-

- a) contact, request and obtain information from any credit provider (or potential credit provider) or registered credit bureau relevant to an assessment of the behaviour, profile, payment patterns, indebtedness, whereabouts and creditworthiness of the tenant.
- b) furnish information concerning the behaviour, profile, payment patterns, indebtedness, whereabouts and credit-worthiness of the tenant to any registered credit bureau or to any credit provider (or potential credit provider) seeking a trade reference regarding the tenant's dealings with the landlord.
- c) **NO RESIDING ON THE PREMISES.**

COMMERCIAL RENTING PROCEDURE

STEP 1 FILL IN THE APPLICATION

- a) We require a copy of your **ID** (Identification Document)
- b) Proof of residence as well as three months bank statements are required.
- c) If you are trading as a **CC** or (Pty) Ltd, the registration number is required and we require a copy thereof.
- c) Suretyships will have to be signed by Members/Directors.

STEP 2 DEPOSITS, ADMINISTRATION

- TPN credit check fee (plus V.A.T.) is applicable upfront which is non refundable.
- Admin fee (plus V.A.T) is applicable which is non refundable.
- Deposits must be paid in full together with lease fee (plus V.A.T), before the matter can proceed.

STEP 3 LEASE AGREEMENT

Once the application has been approved and the necessary payments are paid in full, we will proceed with the drafting of the Lease Agreement.

- Whoever signs the Lease must occupy the premises.
- **NO SUB-LETTING** permitted.

STEP 4 **CANCELLATION** - will lead to all deposits, administration fees and rental paid being forfeited.

STEP 5 PRIOR OCCUPATION

- a) The Lease Agreement must be signed.

- b) Electricity deposit must be paid (if applicable) to the Ekurhuleni Metropolitan Municipality and a copy of the receipt must be in our possession. Should you fail to keep your Ekurhuleni Metropolitan Municipality account paid up your Lease will become null & void. A copy of your account **MUST** be delivered or e-mailed to benoniboard@onboard.co.za on a monthly basis.
- c) The 1st month's rent and sundries (refuse, water, sewerage, cleaning, assessment rates and electricity if applicable) must be paid.
- d) **NO KEYS WILL BE GIVEN UNTIL YOUR LEASE AGREEMENT HAS BEEN SIGNED AND ALL PAYMENTS ARE MADE.**
- e) Once Step 5 has been completed you will receive the keys and you can take legal occupation of the premises.

STEP 6 PAYMENTS OF MONTHLY RENTAL & SUNDRIES

- a) Your account must be paid in **FULL every month by the 1st of the month**. Rental and sundries include: (refuse, water, sewerage, cleaning, assessment rates, electricity and any other charges as instructed by the Landlord (if applicable).
- b) Cash payments must be deposited into our account at **Standard Bank (banking details as below)** (Cash deposit fees are for your account).
- **BENONI BOARD RENT TRUST
STANDARD BANK
BENONI
ACCOUNT NO: 0211 10972
BRANCH CODE: 013042**
- c) Accounts not paid by the 7th of the month will be handed over to our Attorneys with the instruction to "ATTACH" your goods and "EVICT" you from the premises and you will be **BLACKLISTED** on the Credit Bureau. **ALL COSTS WILL BE FOR YOUR ACCOUNT.**

STEP 7 NOTICE TO VACATE

- a) If the Lease is a monthly tenancy, then either party may give the other notice to vacate in writing according to the notice period stipulated on the **Original Lease Agreement**. The keys **must** be handed in by no later than 12h00 on the 01st of the following month, should you fail to comply you would have to forfeit a month's rent.

- b) If the Lease is for a year or longer, notice can only be given **on expiry** of the Lease Agreement and must be **NOTICE IN WRITING** for the period stipulated in terms of the Lease Agreement.

SIGNED AT ON THIS THE DAY OF20....

LESSEE **WITNESS**

SIGNED AT ON THIS THE DAY OF20....

AGENT **WITNESS**