



BLUE CHIP ACCOMMODATION MANAGED LEASE (Reg. No. 1998/065059/23)

The LANDLORD hereby lets to the TENANT who hires the PREMISES subject to the terms and conditions set out in this LEASE AGREEMENT.

1. LANDLORD DETAILS (THE LANDLORD)

The lawful owner of the PREMISES or their duly authorised representative.
 LEASE TYPE: NEW / RENEWALS/ RE LET (Delete that which is not applicable)

TITLE: _____ FIRST NAME: _____ SURNAME: _____
 COMPANY NAME: _____
 ID/PASSPORT / REG NO: _____ TAX REF/VAT NO: _____
 DIRECTORS NAMES: _____ DIRECTORS ID No's _____
 DIRECTORS NAMES: _____ DIRECTORS ID No's _____

2. TENANT DETAILS (THE TENANT)

The person/s who hereby enter into a LEASE AGREEMENT over the PREMISES with the LANDLORD (Reg. No. 1998/065059/23)

TITLE: _____ FIRST NAME: _____ SURNAME: _____
 COMPANY NAME: _____ TEL NUMBER: _____
 EMAIL : _____
 ID/PASSPORT/REG NO: _____ TAX REF/VAT NO: _____
 JOINT TENANT'S TITLE: _____ FIRST NAME: _____ SURNAME: _____
 ID/PASSPORT / REG NO: _____ TEL NUMBER: _____
 EMAIL : _____

3. OCCUPANTS (THE OCCUPANTS)

The person/s who are authorised to reside in the let PREMISES, in addition to the TENANT, during the term of the LEASE AGREEMENT.

FULL NAME: _____ TEL NUMBER: _____
 EMAIL : _____
 FULL NAME: _____ TEL NUMBER: _____
 EMAIL: _____
 TOTAL NUMBER OF PEOPLE RESIDING IN THE PREMISES: _____ comprising of _____ adults, and _____ children.

4. DETAILS OF PREMISES TO BE LET (THE PREMISES)

The residential PREMISES described below are to be leased to the TENANT by the LANDLORD.

PROPERTY: _____ GARAGE No: _____ PARKING BAY No: _____ STORE ROOM No: _____
 ADDRESS: _____ CODE: _____

5. RENTAL, DEPOSITS & LEASE DETAILS

The agreed monthly rental amount, the damages deposit, other deposits, and details regarding the term of the LEASE.

MONTHLY RENTAL:	R _____ -00	DAMAGES DEPOSIT:	R _____ -00
UTILITY DEPOSIT:	R _____ -00	KEY DEPOSIT:	R _____ -00
OTHER DEPOSIT:	R _____ -00	TENANT ADMIN FEE:	R _____ -00
TERM OF LEASE:	_____ (No. of months)	PRO-RATA RENTAL:	R _____ -00
START DATE:	_____	TERMINATION DATE:	_____
ANNUAL ESCALATION	_____ %	RENTAL DUE DATE:	1 st of the Month in Advance

6. BLUE CHIP ACCOMMODATION DETAILS

This LEASE AGREEMENT is concluded by the entity T/A Blue Chip Accommodation as set out below, has been appointed by the LANDLORD to administer the LEASE as authorised by the LANDLORD PROCUREMENT AND MANAGEMENT AGREEMENT.

REGISTERED NAME: Blue Chip Accommodation CC T/A BLUE CHIP ACCOMMODATION

REG NO: 1998/065059/23

TEL NO: 011-540-0330

FAX NO: TBA

Please note our banking details appear on all invoices and statements.

7. OTHER DOCUMENTATION PERTAINING TO THIS LEASE AGREEMENT

This AGREEMENT, with its different sections, terms and conditions and forms shall be read to form one AGREEMENT between the LANDLORD, TENANT, and Blue Chip Accommodation and shall only be binding upon signature of the AGREEMENTS by the parties, alternately duly authorised representatives of the said parties.

ANNEXURE A - LIST OF DEFECTS: YES/NO

ANNEXURE B - CIRCUMSTANCES: YES/NO

ANNEXURE C - OTHER TERMS AND CONDITIONS : YES/NO

ANNEXURE D - SURETY: YES/NO OTHER: _____

8. THE AGENT

The TENANT acknowledges that the LANDLORD has appointed Blue Chip Accommodation as the Letting Management Agent for all purposes in terms of this LEASE and acknowledges that Blue Chip Accommodation shall be entitled to exercise all rights vested in the LANDLORD in terms of this LEASE and in terms of the law. Blue Chip Accommodation and / or its duly appointed agents, financiers or underwriters, shall be entitled to exercise all rights vested in the LANDLORD, should the TENANT fail to comply with any of the terms or conditions of the Agreement of Lease. The service/s provided by Blue Chip Accommodation include, the collection of rental on behalf of the LANDLORD and the general administration of the LEASE, subject to the terms and conditions of this LEASE AGREEMENT and the LANDLORD AUTHORISATION. This LEASE AGREEMENT is concluded by the entity trading as Blue Chip Accommodation, as set out in Point 6 of this agreement.

9. PERIOD OF LEASE

9.1 The LEASE shall commence on _____ and shall endure for a period of ____ months. It is agreed that, in the event that the TENANT wishes to renew or terminate the LEASE, written notice of its intention to do so shall be provided no less than **1 (one) month** before the TERMINATION DATE. Should the LANDLORD agree to a renewal or extension of the LEASE, the terms and conditions of this LEASE shall apply *mutatis mutandis* to such renewal period.

9.2 In the event that the TENANT renews the LEASE for successive periods of 12 (twelve) months, in any given year, and wishes to renew the LEASE on the 13th (thirteenth) month, the DEPOSIT and rental payable for the LEASE shall be adjusted by agreement between the LANDLORD and the TENANT.

9.3 On expiry of the LEASE, the TENANT shall hand over the keys of the Premises to Blue Chip Accommodation, following the outgoing inspection or if no inspection could be made, by no later than 9:00am on the TERMINATION DATE as stated in this LEASE Agreement unless agreed to in writing by the relevant parties. The TENANT will also remove all personal belongings and return the PROPERTY back to the original state the PROPERTY was in at the commencement date of the LEASE fair wear and tear expected. Failure to do this will entitle the LANDLORD to deduct from the DEPOSIT at a rate of R 500 per hour or part thereof after 9:00am up until 2pm and in addition if the TENANT is in occupation after 2pm then the rack rate of 1 night at the Courtyard Hotel in Sandton or similar 4 star hotel will be deducted from the deposit for each night that the tenant remains in occupation.

10. PAYMENT OF RENTAL

10.1 Payment of the DEPOSIT, the first month's rent and the administration fee in respect of the LEASE shall be affected upon signature of the LEASE AGREEMENT and Blue Chip Accommodation shall be entitled to withhold occupation of the PREMISES until the TENANT has effected these payments.

10.2 The rental and any other charges payable in terms of this agreement shall be payable strictly in advance. Payment shall be made on, or before the rental due date as set out in point 5, but shall not be later than the 1st day of each and every month for that month's rental for the duration of the LEASE, without any deductions, bank charges or set-off, into the Blue Chip Accommodation Trust account as set out in the attached SCHEDULE, or at such other place as the LANDLORD or Blue Chip Accommodation may advise the TENANT in writing.

10.3 Irrespective of the manner of payment, the TENANT shall ensure that Blue Chip Accommodation shall receive the amounts payable in terms of this LEASE on, or before, the due date. **The TENANT shall furthermore not withhold, set-off or delay payment** of any monies owed to the LANDLORD in terms of this LEASE for any reason whatsoever.

10.4 The TENANT agrees to notify Blue Chip Accommodation when making payment of the rental for the date, place, amount and means of payment and produce proof of payment in writing. Should the TENANT fail to advise Blue Chip Accommodation of any payment made, the TENANT agrees that it may not be possible to identify the payment and allocate it to the credit of the TENANT, and the TENANT therefore indemnifies the LANDLORD and Blue Chip Accommodation and holds them harmless for any damages which the TENANT may suffer should the LANDLORD or Blue Chip Accommodation take legal action against the TENANT for nonpayment.

10.5 Blue Chip Accommodation shall provide a receipt of the payment of any amount which the TENANT has paid in terms of this LEASE AGREEMENT upon request.

10.6 In the event that the commencement date of this LEASE does not coincide with the first day of the calendar month, the rental of the first month shall be calculated on a pro-rata basis.

10.7 In the event that the rental is paid in cash, the TENANT shall be liable for an additional cash-handling fee commensurate with that charged by the bank, which shall be paid together with the rental. **No cash is accepted at the offices of Blue Chip Accommodation**, any cash payments must be deposited directly in the Blue Chip Accommodation Trust Account as described in point 7 above.

10.8 **The TENANT agrees that it shall not offset the DEPOSIT in lieu of the last month's rental.**

11. ESCALATION

The amount of rent payable by the TENANT in terms of this LEASE AGREEMENT shall automatically escalate at the rate prescribed in the SCHEDULE attached, compounded on each and every anniversary of the Commencement Date, provided that the Lease Agreement is renewed.

12. THE DEPOSIT

12.1 The TENANT shall, upon signature hereof, deposit with Blue Chip Accommodation the amount prescribed as a damages deposit and any other

deposits as may be required in respect of the PREMISES. This amount shall be placed in an interest bearing trust account. Where the deposit is invested with a third party, the TENANT acknowledges that a fair levy and administration fee based on the invested amount, is charged for such services rendered. The TENANT shall be entitled to interest equivalent to that paid by the banks' savings account for investments of this nature.

12.2 On termination of the LEASE, the DEPOSIT and any interest earned shall be dealt with as follows:

12.2.1 Blue Chip Accommodation shall apply the DEPOSIT towards the payment of all amounts outstanding for which the TENANT is liable, including but not limited to arrears rental, unpaid utility accounts, the cost of repairing damages, replacing lost keys, remote controls, access disks, legal costs and expenses

12.2.2 Subject to the provisions of Clause 12.2.1 and 15, the DEPOSIT and interest shall be refunded to the Tenant by Blue Chip Accommodation within seven (7) days of the termination of this agreement, provided that there are no damages and that the TENANT is not in breach of any of the terms of this agreement. Should there be any damages, the DEPOSIT will be applied as contemplated in clause 12.2.1 and 15, and the balance of the deposit and interest thereon, if any, shall be refunded to the TENANT by the LANDLORD/ Blue Chip Accommodation no later than twenty one (21) days after the Termination Date subject to bank details being emailed after departure.

12.2.3 The relevant receipts indicating the costs incurred by the LANDLORD (as contemplated in Clause 12.2.1), shall be made available to the TENANT for inspection as proof of such costs incurred by the LANDLORD.

12.2.4 Blue Chip Accommodation shall withhold a reasonable portion of the deposit to cover any outstanding rental, utility, maintenance, service and legal accounts due by the TENANT until receipt of proof of settlement of such outstanding amounts is received.

12.2.5 A statement issued by the principal of Blue Chip Accommodation shall be prima facie proof of the indebtedness of the TENANT to the LANDLORD in respect of arrear rental. A statement issued by each utility service as listed in clause 14.1 of this agreement shall be proof of settlement of utility, maintenance and service accounts by the TENANT.

13. RATES, TAXES, AND LEVIES

Assessment rates and taxes and levies on the LEASED PREMISES will be for the account of the LANDLORD.

14. UTILITIES AND SERVICES

14.1 The TENANT shall promptly and regularly pay the charges and deposits arising from the supply of electricity, water, sewerage, refuse and any other relevant utility charges that the TENANT is responsible for and the onus is on the tenant to request these accounts monthly.

14.2 The TENANT hereby authorises Blue Chip Accommodation to obtain printouts of the TENANTS account with the said supply authority. In the event of any amounts being owed by the TENANT to the supply authority at the termination of the LEASE, the LANDLORD irrevocably authorises Blue Chip Accommodation to deduct the amount thereof from the RENTAL and to pay such arrear amounts in full provided there are sufficient funds available. Any amount not covered by the rental can be claimed against the DEPOSIT at the termination of the Lease Agreement by the LANDLORD, in addition to any arrears rental, and or damages.

14.3 The TENANT acknowledges that failure on its part to settle its month-to-month account with the relevant supply authority within a period of 30 (thirty) days from the date of the account shall be regarded as material breach of this LEASE entitling the LANDLORD to cancel the LEASE, without notice and with immediate effect.

14.4 The TENANT indemnifies the LANDLORD and Blue Chip Accommodation against any damages he may experience as a result of any failure or interruption of any supplies to the PREMISES. The LANDLORD does not guarantee that these supplies will be continued for the period of the LEASE AGREEMENT.

14.5 Notwithstanding any provisions to the contrary, Blue Chip Accommodation shall apply any payment made by the TENANT to any indebtedness of the TENANT, notwithstanding the TENANT intending payment for the rental or any other specified amount.

14.6 In the event that normal monthly levies / rates payable in respect of the PREMISES being increased by the Body Corporate / Local Authority, or any imposition of other taxes, as the case may be, Blue Chip Accommodation may increase the monthly rental by the amount equal to such increase, upon receipt of written instruction from the LANDLORD.

15. CONDITION AND INSPECTION OF PREMISES

15.1 The TENANT and Blue Chip Accommodation or an appointed inspector shall jointly inspect the PREMISES before the date of occupation. A list of defects of damages recorded at the inspection shall be signed and dated by the TENANT and Blue Chip Accommodation and shall be attached as 'ANNEXURE A' to this LEASE AGREEMENT by no later than 3 (three) working days after occupation.

15.2 No obligations shall rest on the LANDLORD or Blue Chip Accommodation to repair any of the defects listed in ANNEXURE A unless specifically specified as a special condition of this LEASE AGREEMENT.

15.3 Should the TENANT fail to attend the ongoing inspection, or should the TENANT fail to inspect the PREMISES in the presence of the LANDLORD or Blue Chip Accommodation as contemplated in Clause 15.1 above, it shall be deemed to be an acknowledgement by the TENANT that the dwelling is in good order and proper state of repair. The onus is on the TENANT to arrange a suitable time during office hours for the inspection.

15.4 The LANDLORD or Blue Chip Accommodation or an appointed inspector shall be entitled to inspect the PREMISES during the lease period and have access to the PREMISES for inspection purposes at all reasonable times and by prior arrangement with the TENANT.

15.5 Prior to the expiry of the LEASE, Blue Chip Accommodation and the TENANT or an appointed inspector shall arrange a joint inspection of the PREMISES at a mutually convenient time to establish whether any damage has been caused to the PREMISES during the TENANT's occupation. The TENANT shall ensure that the PREMISES shall be vacant at the time of such inspection. The TENANT shall be notified of any repairs that need to be carried out at the TENANT's expense. Blue Chip Accommodation reserves the right to redo such repairs should the TENANT have carried out the repairs himself, should these not have been carried out to the satisfaction of the LANDLORD, and or Blue Chip Accommodation. The onus is on the TENANT to communicate via email a suitable inspection time and for the LANDLORD to confirm.

15.6 Should the TENANT not attend the outgoing inspection. Blue Chip Accommodation shall, on termination of the LEASE AGREEMENT inspect the property within seven (7) days from the Termination Date in order to assess any damages or loss caused during the lease period.

15.7 The LANDLORD / Blue Chip Accommodation may deduct from the TENANT's deposit and interest the reasonable cost of repairing any damage to the PREMISES.

16. USE OF PREMISES

16.1 The TENANT and all occupants shall use the PREMISES for private residential purposes only.

16.2 The number of persons residing at the PREMISES shall not exceed the TENANTS and OCCUPANTS specified on the schedule of details.

16.3 The PREMISES shall not be occupied by anyone other than the TENANT and the OCCUPANTS listed in the schedule of details, unless the LANDLORD'S written permission has been obtained.

17. TENANT'S MAINTENANCE OBLIGATIONS

17.1 The TENANT and all occupants of the household SHALL:

- 17.1.1 Maintain the PREMISES (including garden, pool, equipment, gates etc.) And ensure that all is in good order and condition and regularly clean the carpets, floor coverings and tiles, and keep the PREMISES in a clean and hygienic state,
- 17.1.2 Clean and maintain the carpets and other floor coverings in the Premises regularly. On the termination of this LEASE, the TENANT shall have the carpets cleaned professionally at its own cost. If the carpets are not cleaned, the cost of cleaning the carpets properly may be deducted from the TENANTS DEPOSIT. If the carpets are damaged by the TENANT or have deteriorated beyond fair wear and tear during the tenancy, these items will be replaced completely on the termination of the Agreement of Lease at the expense of the TENANT.
- 17.1.3 Refrain from interfering with the electrical, plumbing or gas installation or systems serving the PREMISES, except as may be necessary to enable the TENANT to carry out its obligation of maintenance and repair in terms of Clause 17.1.1 of this LEASE;
- 17.1.4 Take reasonable measures to prevent blockages and obstruction from occurring in the drains, sewerage pipes and water pipes serving the PREMISES;
- 17.1.5 Be responsible where applicable for the maintenance and upkeep of the garden and shall return the garden in the same condition that it was at the Commencement Date. The cost of any garden service employed together with the cost of any materials required to restore the garden to the same condition it was at the Commencement Date, will be for the TENANT's account and will be payable upon demand by the LANDLORD.
- 17.1.6 Is responsible for the maintenance and upkeep of the swimming pool. Should the LANDLORD have to employ the services of a pool company to restore the pool to the condition to which it was at the commencement date, this will be for the account of the TENANT and will be payable upon demand by the LANDLORD/ Blue Chip Accommodation;
- 17.1.7 Replace and repair any damaged or broken glass or mirror however such damage or breakage was caused;

18. The TENANT and all occupants of the household SHALL NOT:

- 18.1 Stick adhesive picture holders onto or deface the walls, drive nails or other objects into any portion of the PREMISES or paint the interior of the PREMISES without the prior written consent of the LANDLORD;
- 18.2 Keep pets on the PREMISES without the prior written consent of the LANDLORD and where applicable the body corporate, which consent may be withdrawn at any time at the LANDLORD's sole and unfettered discretion;
- 18.3 Engage in any activity which may potentially cause damage to the PREMISES or which may be potentially prejudicial to neighbors;
- 18.4 Place any signs, notices or advertisements anywhere on the PREMISES without the LANDLORD'S prior written consent;
- 18.5 Have duplicate keys of the PREMISES made without the written consent of Blue Chip Accommodation or the LANDLORD;
- 18.6 Leave or allow refuse to accumulate in or about the PREMISES except in the refuse bins provided;
- 18.7 Use any apparatus or keep any combustible, hazardous, flammable or dangerous materials or substances on the PREMISES which may in any way affect the LANDLORD'S fire policy in respect of the PREMISES, or have the effect of increasing the premium;
- 18.8 Keep or do anything in or about the PREMISES which may enhance any of the risks against which the PREMISES are insured or the premiums of such insurance, become liable to be increased;
- 18.9 In the event that the TENANT fails to carry out any repair work for which the TENANT is liable, the LANDLORD shall carry out such repairs personally or through contractors. The cost of such maintenance and repair work shall be for the TENANT'S account and shall be recoverable by the LANDLORD from the TENANT.
- 18.10 The TENANT shall be obliged to give notice of any repair or maintenance work for which the LANDLORD is responsible, within 24 (twenty four) hours of becoming aware of the damages. In the event of the TENANT'S failure to do so, he/she shall run the risk of being deemed responsible for the resulting damages caused and could then be obligated to repair the damages at its own expense or part thereof.

19. LANDLORD'S MAINTENANCE OBLIGATIONS

- 19.1 The LANDLORD shall keep and maintain in good order and condition, fair wear and tear excepted, the exterior of the property. In the case of sectional title schemes, the body corporate shall be responsible for the aforesaid maintenance.
- 19.2 The LANDLORD shall be entitled to make such repairs and alterations as are deemed necessary for the safety or preservation of the PREMISES, both externally and internally, at all reasonable times during the subsistence of the LEASE, subject to 24 hours notice having been given.

20. COMPLIANCE WITH THE LAWS AND RULES

- 20.1 The TENANT and all occupants shall observe and comply with all applicable statutory, municipal and other bylaws and regulations during his occupation of the Premises.
- 20.2 The TENANT shall observe and comply with the rules and regulations of the Body Corporate/Home Owner's Association during his occupation of the Premises together with any house rules attached herewith.
- 20.3 The LANDLORD shall supply a copy of the said rules within 7 (seven) days of the TENANT taking occupation or if the TENANT has breached any of the rules then within 7 (seven) days of such breach.
- 20.4 The TENANT acknowledges that he/she will become acquainted with the Rules of the Body Corporate/Home Owner's Association. Failure to comply with the Rules of the Body Corporate/Home Owner's Association will be sufficient grounds for the LANDLORD to cancel the LEASE, as this constitutes a material breach by the TENANT.
- 20.5 The TENANT shall be liable for any damage caused by the TENANT, OCCUPANTS and / or VISITORS, to any common property of the Body Corporate/Home Owner's Association and shall be obliged to pay all costs involved to repair the damage.
- 20.6 During the period of the LEASE, the TENANT shall not remove any moveable property brought onto the PREMISES without the consent of the LANDLORD, it being understood that such moveable property falls under the LANDLORD'S tacit hypothec and serves as security for all payments due in terms of the LEASE. If any monies are due by the TENANT to the LANDLORD on the termination or cancellation of this lease, the provisions of this clause shall continue to apply.

21. SUBLETTING AND ASSIGNMENT

The TENANT shall not cede or assign any of its rights and obligations in terms of this LEASE AGREEMENT and shall not sublet the PREMISES, in whole or in part, without the prior written consent of the LANDLORD.

22. ACCESS BY LANDLORD

- 22.1 The LANDLORD, Blue Chip Accommodation, workmen or other person/s duly authorised thereto, shall be entitled to enter the PREMISES, as all reasonable times on reasonable notice of 24 hours to inspect the property or to carry out lawful business therein without interference from the TENANT.
- 22.2 The TENANT shall not be entitled to a remission of rental in respect of clause 22.1.

23. NUISANCES

- 23.1 The TENANT and all OCCUPANTS are entitled use of the premises.
- 23.2 The TENANT, OCCUPANTS and guests will not use the premises or adjacent areas in such a ways as to:
- 23.2.1 Violate any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs;
- 23.2.2 Commit severe property damage or;
- 23.2.3 Create a nuisance by disturbing or interfering with the enjoyment, peace and quiet of any other tenant or nearby resident.

24. INDEMNITY

- 24.1 The TENANT shall indemnify and hold the LANDLORD harmless against any direct damages suffered by the LANDLORD arising from the TENANT's use of the Premises in terms of this LEASE.
- 24.2 Neither Party shall be liable to the other for any indirect or consequential losses, costs or damages, including loss of profit or any pure economic loss, whether foreseen or unforeseen.

25. RIGHT TO AFFIX NOTICES

The LANDLORD shall have the right to affix and exhibit "TO LET" and / or "FOR SALE" notices on the PREMISES.

26. SALE OF PREMISES

- 26.1 If the PREMISES are sold, the LANDLORD shall be deemed to have assigned his/her rights and obligations in terms of this LEASE to the Purchaser and the TENANT shall continue to remain bound by the LEASE in all respects.
- 26.2 In addition, the TENANT shall permit the LANDLORD or any other estate agent authorised by the LANDLORD, to make the PREMISES available as a show house on 2 (two) Sundays per month between the hours of 12:00 AND 17:00 during the period of two months prior to the termination of this LEASE AGREEMENT.
- 26.3 The TENANT shall permit prospective TENANTS and /or purchasers, as the case may be, to view the PREMISES on 24 hours notice.

27. DESTRUCTION OF PREMISES

- 27.1 Should the PREMISES at any time during the lease period be materially damaged or destroyed so that the TENANT is not able to occupy the PREMISES, then this Agreement of LEASE shall be terminated. Each party shall remain responsible for its obligations in terms of the Agreement of Lease up to the date of such termination and neither party will have any further claim against the other.
- 27.2 Should the PREMISES only be partly damaged, this Agreement of Lease shall remain in full force and effect and the LANDLORD/ Blue Chip Accommodation and the TENANT shall continue with the current agreement or if such agreement cannot be reached an independent third party will be used to decide on a reduction.
- 27.3 The provisions of Clauses 27.1 and 27.2, above shall not prejudice any claim the LANDLORD/ Blue Chip Accommodation may have against the TENANT where any destruction of, or damage to the PREMISES is the result of an act or neglect of the TENANT or of any person for whose action the TENANT shall be responsible in law.

28. BREACH, CANCELLATION OR TERMINATION

- 28.1 Should the LANDLORD cancel this Agreement of Lease, and should the TENANT dispute the LANDLORD'S right to cancel and remain in occupation of the PREMISES, the TENANT shall continue to pay the amount of rent in advance as in the Agreement of Lease until the dispute is settled either by negotiation or litigation. The TENANT shall continue to pay, on due date, any other amounts for which he is responsible in terms of this Agreement of Lease and the LANDLORD/ Blue Chip Accommodation shall be entitled to accept and recover such payments. This acceptance shall be without prejudice to and shall not in any way whatsoever affect the LANDLORD'S claim for cancellation.
- 28.2 Should the dispute be settled in favour of the LANDLORD, payments made and received in terms of clause 28.1 above shall be deemed to be amounts paid by the TENANT for damages suffered by the LANDLORD as a result of the cancellation of the Agreement of Lease and /or the unlawful holding over by the TENANT. The payment shall not prejudice any other claim which the LANDLORD may have against the TENANT for damages or otherwise. Should the dispute however be determined in favour of the TENANT payments made and received by the LANDLORD in terms of clauses 14 and 28.1 shall be deemed to be on account of the rent payable by the TENANT in terms of this Agreement of Lease.

29. REMEDIES FOR BREACH, CANCELLATION AND TERMINATION

If the TENANT, or any surety (granted in favour of the LANDLORD):

- 29.1 Fails to pay on due date any rent or other amount due by it to the LANDLORD in terms of this lease; or
- 29.2 Commits any other breach of the terms of this lease which is incapable of being remedied, or
- 29.3 Commits any breach of the terms of this lease other than a breach referred to in clause 29.1 or clause 29.2 and fails to remedy that breach within 3 (Three) days after the date of a written notice requiring that it be remedied, provided that no such notice shall be necessary in the case of a second or subsequent breach of the same term; or
- 29.4 Consistently breaches the terms of this lease (whether by non-payment of rent or any other amount due to the LANDLORD on due date or by noncompliance with its terms) as to justify the LANDLORD in holding that the TENANT'S conduct is inconsistent with an intention or an ability to carry out such terms; or
- 29.5 Allows any judgement against and known to the TENANT to remain unsatisfied for a period of 7 days or longer; or
- 29.6 Commits an act of insolvency within the meaning of Section B of the insolvency Act. No. 24 of 1936, or any replacement legislation therefore; or
- 29.7 Being an individual or trust, should die or be sequestered whether provisionally or finally or cease to reside permanently in the Republic of South Africa or, in the case of a company or any other corporate entity, be wound up or placed under judicial management, (in either case whether provisionally or otherwise); or
- 29.8 Lawfully withdraws its suretyship;

And the TENANT, within 21 days after notice to it by the LANDLORD or Blue Chip Accommodation, fails to furnish the LANDLORD or Blue Chip Accommodation with a suretyship in replacement to the satisfaction of the LANDLORD, then the LANDLORD shall have the right, but shall not be obliged, to either;

- 29.8.1.1 Cancel this lease and to resume possession of the leased premises;
- 29.8.1.2 Convert this lease to one in which the LANDLORD but not the TENANT (who shall continue to be bound for the full period of the lease) shall be entitled to terminate the lease by giving one month's written notice to the TENANT, the remaining terms and conditions being otherwise unaffected.
- But without prejudice to the LANDLORD'S claim for arrears of rent and/or damages which it may have suffered by reason of the TENANT'S breach of contract or of the premature cancellation.
- 29.9 In the event that the TENANT institutes any such proceedings set out in 28.1, the TENANT hereby consents to the jurisdiction of the relevant Magistrates Court, notwithstanding the fact that the claim in question may fall outside the jurisdiction of the said court, in any event without prejudice to the LANDLORD's rights to institute proceedings in any other court including the High Court that may have jurisdiction over the TENANT.

30. NOTICES

- 30.1 Any notices given to Blue Chip Accommodation should be at the physical address indicated in the SCHEDULE.
- 30.2 Notices sent by registered post shall be deemed to have been received 3 (three) days after date of posting. Notices delivered to the PREMISES by hand or sent to the facsimile number or e-mail address recorded in the TENANT APPLICATION or LANDLORD MANAGEMENT AGREEMENT respectively, shall be deemed to have been received on the date of delivery or transmission, as the case may be.

31. ADMINISTRATION AND DOCUMENTATION COSTS

The TENANT shall be liable for an administration fee for the preparation of this LEASE AGREEMENT and associated documents, these include the cost of the credit and reference checks, the telephone, fax and data capturing costs incurred by Blue Chip Accommodation, which amount shall be paid on or before the date of signature hereof.

32. PENALTIES AND LEGAL COSTS

- 32.1 The TENANT shall pay all legal costs incurred should the LANDLORD, Blue Chip Accommodation or a duly authorised representative, have to take any legal action against the TENANT to enforce the TENANT'S obligations in terms of this LEASE AGREEMENT. The legal costs shall be based on an attorney and client scale.
- 32.2 In addition to 32.1, the TENANT shall be liable for any reasonable or additional administration charges raised by Blue Chip Accommodation in connection with the breach of the LEASE.
- 32.3 The TENANT acknowledges that he/she shall become liable for the following administration costs should he/she breach this LEASE, and that the following fees (including vat, if applicable) will become payable to Blue Chip Accommodation.
- 32.3.1 In the event that the rental has not been paid, the TENANT shall be listed on ITC or any similar credit bureau as a default payer, and should such default payment result in Judgement against the TENANT, such Judgement shall be listed on ITC or any equivalent credit bureau;
- 32.3.2 R800.00 (eight Hundred Rand) LEASE Breach administration fee; and
- 32.3.3 The agents' commission on the unexpired portion of the LEASE AGREEMENT.
- 32.3.4 Rental payments until such time that a replacement tenant takes occupation of the PREMISES.
- 32.3.5 Advertising costs incurred by Blue Chip Accommodation to find a replacement tenant.
- 32.4 Should the TENANT pay by cheque and the cheque is not honoured, then the TENANT acknowledges that an additional fee will be payable in respect of unpaid cheque and the cheque is not honoured, then the TENANT acknowledges that an additional fee will be payable in respect of unpaid cheques to cover the bank penalties incurred by Blue Chip Accommodation.
- 32.5 Should the TENANT pay by debit order and the debit order is not honoured, The TENANT acknowledges that an additional fee will be payable in respect of a debit order returned or in the case where the debit order is cancelled or stopped by the TENANT to cover the bank penalties incurred by Blue Chip Accommodation.
- 32.6 A R 500 late payment penalty is payable per month for each month where all or part of the monthly rental is more than 3 days overdue.

33. WARRANTIES

- 33.1 The TENANT acknowledges that the extent that the TENANT may be legally entitled to the protection afforded by the provisions of the Prevention of illegal Eviction from Unlawful Occupation of Land Act 19 of 1998 (hereinafter the 'ACT'), such ACT shall apply to any proceedings of its eviction from the PREMISES, in the event of the same being necessary.
- 33.2 The TENANT acknowledges that service of written notice of an application of its eviction in terms of the ACT at the PREMISES and drafted in English, will constitute effective notice as contemplated in Section 4 of the ACT.
- 33.3 The TENANT warrants that its personal circumstances, as set out in Annexure "B" hereto, are both true and correct, and that same are the only relevant considerations pertaining to its personal circumstances for the Court to take into account in making any order in terms of the ACT.

34. RELAXATION OR INDULGENCE

No relaxation or indulgence given to the TENANT shall in any way prejudice the LANDLORD'S rights hereunder and shall not affect the LANDLORD'S right to insist at any time upon strict compliance with each and every term hereof.

35. SURETY

- 35.1 Where the TENANT is a juristic person, the directors, members or trustees, as the case may be, of the TENANT shall bind themselves as surety and coprincipal debtor in their personal capacities in respect of the TENANT'S obligations hereunder, to the satisfaction of the LANDLORD.
- In the event that the directors, members or trustees, as the case may be, fail to provide such surety then the signatory hereto, signing on behalf of the TENANT, hereby binds him/herself as surety and co-principal debtor with the TENANT for the due fulfillment by the TENANT of the TENANT'S obligations and payments due in terms of this LEASE.
- 35.2 Where the TENANT is a juristic person, the LANDLORD may withdraw from the agreement on a 7 (seven) day notice, should the directors, members or trustees, as the case may be, of the TENANT, not execute a deed(s) of surety and co-principal debtor in their personal capacities in respect of the TENANT'S obligations hereunder, to the satisfaction of the LANDLORD. In the event that the LANDLORD withdraws from the agreement the TENANT shall immediately vacate the PREMISES and the TENANT and signatory shall be liable for any and all damages which the LANDLORD may suffer as a consequence.

36. ALTERATIONS AND ADDITIONS TO PREMISES

- 36.1 It is expressly recorded that the TENANT shall not make any alterations or additions whatsoever to the PREMISES without prior written consent of the LANDLORD. In the event that the LANDLORD consents in writing to any such alterations or addition to the PREMISES,

- the LANDLORD shall be entitled, at his/her sole and absolute discretion, on termination of the LEASE agreement to require a TENANT to restore the PREMISES, at the TENANT'S expense, to the same condition as they were prior to such alteration or addition.
- 36.2 It is expressly recorded that the TENANT shall have no claim of whatsoever nature for any improvements, alterations or additions affected by the TENANT to the PREMISES, whether such improvements were affected with, or without the LANDLORD'S consent.
- 36.3 The TENANT furthermore hereby expressly acknowledges that the TENANT shall have no right to occupy the property pending the outcome of any legal or other dispute that may arise between the parties in respect of any illegal improvement lien and hereby waives any such lien as the TENANT believes that the TENANT has.
- 37. GENERAL**
- 37.1 This LEASE and its ANNEXURES constitute the entire contract between the parties, and no verbal representations or warranties given to the TENANT by the LANDLORD or Blue Chip Accommodation, save insofar as such warranties or representations are set out herein, shall be enforceable and/or actionable by the TENANT against the LANDLORD.
- 37.2 No variation, amendment, addition or agreed cancellation of this LEASE AGREEMENT shall be regarded as legally valid unless it is in writing and signed by the LANDLORD / Blue Chip Accommodation and TENANT.
- 37.3 The signatories, on behalf of the parties, warrant that they are duly authorised to sign the LEASE.
- 37.4 Should the TENANT be an alien as defined in terms of the Aliens Control Act, it warrants that it is in possession of a residence permit issued in terms of the said Act. The TENANT furthermore warrants that this permit will be valid for the period of the LEASE (including any renewal or extension period).
- 37.5 **The TENANT acknowledges that it has read and understood the content of the LEASE AGREEMENT, and that all queries relating thereto have been explained to him/her by Blue Chip Accommodation.**
- 37.6 Whenever in this LEASE agreement the masculine is used, it shall include the feminine and the neuter, and the singular shall include the plural and vice versa, unless the content shall indicate otherwise.
- 38. ADDITIONAL CHARGES**
- DSTV, Servicing, Wifi and Electricity are charged as additional charges if not specified as included. Electricity if included will only be to a limit of R 500 free per month and any portion of the free amount not utilised does not carry forward to the next month.
- 39. RESPONSIBILITY BY THE TENANT TO VIEW THE PROPERTY**
- It is the TENANT's responsibility to view the apartment and to make sure they are satisfied with the apartment's amenities, furniture and any other requirements they may have before signing this lease. This lease cannot be cancelled for reasons regarding the cleanliness, state of the furniture, unit not being available at the check in time as these problems must be reported to the LESSOR as detailed in this lease for rectification. Any additional items required by the TENANT which do not form part of this lease will be quoted on. The unit number appearing on this lease is the unit that will be allocated barring any unforeseen circumstances. It is the TENANT's responsibility to view the apartment stated on this lease BEFORE signing the lease as the unit cannot be changed afterwards even if different details or photographs were communicated to the TENANT which were not those of this apartment.
- 40. CANCELLATION AS PER THE C.P.A.**
- Should the CPA apply to the TENANT then the TENANT will be entitled to cancel the lease by giving 20 working days notice in writing. The reasonable penalty for cancellation will be 2 month's rental in advance excluding the notice period. In the case of this lease being signed in a personal capacity the tenant hereby gives notice that they will vacate on the TERMINATION DATE and will not extend the lease further unless agreed to in writing between the parties.
- 41. ITC CHECK**
- The TENANT authorises the Lessor or Blue Chip Accommodation to perform credit checks at ITC and similar institutions as are necessary to satisfy the LESSOR and Blue Chip Accommodation that the TENANT has no recent judgements and has a healthy credit record.
- 42. SPECIAL CONDITIONS**
- Keys to be collected during Blue Chip Accommodation Office Hours. If not collected during this time Blue Chip Accommodation is not responsible for any problems accessing the unit. If clients are due to arrive after hours we suggest booking a hotel for the first night and checking in during working hours. If for any reason the premises are not available on due date Blue Chip Accommodation will attempt to find the TENANT similar accommodation either in the same building or in the vicinity. Blue Chip Accommodation's liability will be limited to the deposit and rental already received for the original premises from the TENANT.
- 43. AGENT FEES**
- Blue Chip Accommodation will pay an agent commission of ___% to _____ such commission being due and payable on receipt of the first months rental and security deposit and will be calculated over the term of the lease excluding options and renewals. A commission of ___% will be paid on renewals.
- 44. INDEPENDENCE**
- 44.1 The LANDLORD acknowledges that upon signature of this Agreement, a business relationship between the LANDLORD and the TENANT will come into existence.
- 44.2 The LANDLORD further acknowledges that it is aware of the TENANT's professional independence requirements that generally prohibit any direct or material indirect business relationship between the TENANT and its audit clients or persons/entities associated with its audit clients in a decision-making capacity such as an audit client's directors, trustees, executive officers and/or substantial shareholders..
- 44.3 The LANDLORD undertakes that it will assist the TENANT in complying with the aforesaid professional independence requirements.
- 44.4 Accordingly, the LANDLORD agrees that it will immediately, and thereafter on an ongoing basis, advise the TENANT should it become aware of any director/officer/trustee positions that either itself or any of its director(s)/trustee(s) and/or executive officer(s) hold in any entity, and/or any shareholdings of 5 (five) % or more that either itself or any of its subsidiaries, associated entities or parent/holding company hold in any entity.
- 44.5 In pursuance of the above, the LANDLORD has prior to the signing of this Agreement agreed to provide the TENANT with the following which are attached as Annexure "1" :
- 44.5.1 a list of all direct/officer/trustee positions that either it or any of its director(s), trustee(s) and/or executive officer(s) hold in any other legal entity, nationally or internationally (if none, a nil return);
- 44.5.2 a list of entities, nationally and internationally in which it or any of its subsidiaries or associated entities or parent/holding company have a shareholding of 5 (five) % or more (if none, a nil return); and
- 44.5.3 a corporate family tree structure showing the holding and/or ultimate holding companies and subsidiaries of the LANDLORD.

BLUE CHIP ACCOMMODATION MANAGED LEASE | 2019

SIGNATURES

Thus done and signed by the TENANT at _____ on the _____ day of _____ 20 _____

TENANT

CO-APPLICANT / SPOUSE

WITNESS NAME

WITNESS SIGNATURE

The signatory acknowledges that he/she is bound by the provisions of Clause 35 if applicable.

Thus done and signed by the LANDLORD at _____ on the _____ day of _____ 20 _____

I warrant by my signature hereto, that I am authorised to sign this document on behalf of the Landlord. In addition, all documentation required under the Financial Intelligence Centre Act (FICA) is valid and has been provided to Blue Chip Accommodation. I hereby also acknowledge that I understand the fee and commission structure, and confirm that an agent of Blue Chip Accommodation has fully explained it to me.

LANDLORD

CO-APPLICANT / SPOUSE

WITNESS NAME

WITNESS SIGNATURE

FOR OFFICE USE ONLY

Deposit and Admin fees received

Ingoing inspection done

Welcome letter/Meet and Greet

Lease Filed