



LEASE AGREEMENT

**LEASE AGREEMENT BETWEEN
THE LESSOR
KBW PROPERTIES PTY LTD
ADDRESS: 18 JORISSEN STREET
BRAAMFONTEIN, JOHANNESBURG
AND THE LESSEE**

ROOM NUMBER:

Name of Lessee:

Identity Number:

Contact Number (Cell):

E-mail Address:

Tertiary Institution:

Course:

Student No:

PARENT / GUARDIAN:

In the event that the Lessee is under the age of 18 then the Lessee's parent/guardian must sign the lease for and on behalf of the Lessee. Please take notice that such parent/guardian is liable to fulfil any and all obligations of the Lessee.

Full Name:

Identity Number:

Home Address:

Work Address:

Contact Number: Email address:

Lessee, Guardian (if Applicable), Payer/Surety & Lessor to initial here



EMERGENCY CONTRACT DETAILS :

Name & Number 1 :

Name & Number 2 :

PERSON RESPONSIBLE FOR PAYMENT OF ACCOUNT :

Name:

Identity Number:

Contact Number (Cell):

Home Address:

Work Address:

PLEASE BE ADVISED THAT THE LESSEE AND THE PAYER/SURETY ARE JOINTLY AND SEVERALLY LIABLE UNDER AND IN ACCORDANCE WITH THIS LEASE AGREEMENT.

The Lessor hereby lets to the lessee, who hires from the lessor room number 18 Jorissen Street, (the Lessee's "Allocated Room") situated at the Premises upon the terms and conditions set out in this lease agreement. House Rules are attached.

LEASE TERMS:

Lease start date: Lease end date:

Rental: Single R p/p Double R p/m

Triple + R p/m Quad + R p/m

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DEPOSIT AND REGISTRATION FEE:

Deposit: R Registration Fee: R [Non Refundable]

TOTAL MONTHLY RENTAL (excl. deposit and Registration Fee) R

Please note: as per the amount appearing on our bank statement. This amount will fluctuate depending on the amount of cash being deposited by the payer.

Bank Account details:

Bank: Standard Bank
Account number: 401944670
Branch: Bedford Gardens

Account name: KBW Properties PTY LTD
Branch code: 8305

KBW Properties has imposed Conditions & House Rules relating to the occupants of the Premises which are aimed at maintaining the premises' habitability and protecting the use and enjoyment of the Premises for all tenants.

Failure to comply with the Conditions & House Rules constitute a breach of this lease. Should KBW Properties cancel this lease due to the Lessee's breach of the Conditions & House Rules, the Lessee will forfeit any rental paid for the month in which the breach was committed, the deposit paid and interest thereon, and shall be subject to certain penalties as set out in the clause relating to breach of the agreement.

The PERIOD AND RIGHT TO LEASE

The lease shall commence on the Lease Start date and terminate on Lease End date as set out above.

RENTAL PAYABLE

The rental payable for the period of the lease is the monthly rental per month as stated in the Lease Terms above. Rental shall be payable monthly in advance on the **FIRST DAY** of each and every month of this lease and any extension thereof without deduction or set-off whatsoever. The rental is payable directly into KBW Properties bank account as set out above or such other bank account as KBW Properties may from time to time direct.

UPFRONT REGISTRATION FEE, DEPOSIT AND FIRST MONTHS RENTAL

The Lessee shall on signature of this agreement pay:

1. **A non-refundable registration** fee to KBW Properties as set out herein, on signature hereof;
2. **A refundable deposit.** The deposit shall, at the discretion of KBW Properties be applied to any damages or repairs to the Premises, caused by the Lessee, and only thereafter to arrear rentals; and
3. **The first month's rental.**

The Lessee shall not be granted access to the Premises until such time as all of these amounts are paid.

KBW Properties shall, within 10 (Ten) days of the Lease End Date, shall refund the deposit to the Lessee after deducting the costs for any and all damages relating to the Lessee's allocated room and /or Premises or arrear rentals.

In the event that there are no damages or need for repairs to the Lessee's Allocated Room and /or Premises and no arrear rentals are outstanding, then and in that event KBW Properties shall refund the deposit thereon to the Lessee within 10 (Ten) days of the Lease End Date.

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18 Jorissen Street, Braamfontein, Johannesburg, 2001



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USE OF PREMISES

The Premises shall be used for residential purposes only. The Lessee shall not cause or permit any disorderly conduct of whatsoever nature in the Premises, nor do or permit to be done any act, matter or thing about the Premises which shall constitute a nuisance or any inconvenience to the neighbours or any other person or persons. **The Conditions & House Rules form an essential part of this agreement and need to be adhered to by the Lessee at all times. A breach of the Conditions & House Rules will constitute a breach under the Lease Agreement.**

CESSION AND ASSIGNMENT

The Lessee shall not cede or assign this lease, either in whole or in part, nor sublet the Premises and/or her Allocated Room or any portion thereof, nor permit or allow any other person or persons to occupy the Premises or to reside there or to obtain possession thereof, with or without remuneration.

ELECTRICITY AND WATER CONSUMPTION

Included in the rental is the charge for the use and consumption by the Lessee of all electricity and water consumed upon the Premises. KBW Properties reserves the right to increase the rental in the event of increased charges from the municipality for electricity, water, and sanitation.

We request that you:

- 1 Switch off all lights and electrical appliances while not in use or when the Lessee leaves her Allocated Room.
- 2 *All types of heaters are strictly forbidden;*
- 3 Water should be used sparingly. Please report any leaks to the security/building manager as soon as they are noticed;
- 4 Discard rubbish (including uneaten or stale food) in the dust bins provided;
- 5 Keep the bathrooms and kitchens in a clean state as the Lessee would like to find them;
- 6 Ensure that all stove plates and ovens are turned off when not in use.

INSPECTION OF THE ALLOCATED ROOM AND THE LESSEE'S MAINTENANCE OF THE ALLOCATED ROOM

Prior to the Lessee moving into her allocated room, KBW Properties and the Lessee shall jointly inspect the Allocated Room so as to identify any damages and/or defects. The Lessee is required to bring any damages and/or defects to KBW Properties attention in writing within 5 (five) days of taking occupation of her allocated Room. Failure by the Lessee to draw any defects/damages to KBW Properties attention within the time period allocated shall result in the Lessee automatically acknowledging that at the Lease Start date the Premises and the furniture in the allocated room are in good order and condition and that all keys, locks, glass windows, electrical installations and other accessories are likewise in good order and condition.

The lessee agrees that rooms will be inspected twice a month on the first and fifteenth of every month to ensure Hygiene, Safety and Pest control.

The lessee agrees to undergo training where necessary to ensure Health, Safety and Comfortable Communal living.

The Lessee hereby agrees and undertakes to keep and maintain the Premises and the furniture situated therein in good order and condition and in a clean, sanitary condition

during the currency of this lease and any renewal thereof and undertakes that at the termination of this lease it will return and redeliver the Premises and the furniture to KBW Properties in good order and, condition, fair wear and tear excepted.

Should the Lessee fail to comply with the foregoing conditions, KBW Properties may on behalf of the Lessee, spend any sum necessary for the maintenance etc. as referred to in this paragraph, and any amounts so spend shall be payable by the Lessee to KBW Properties on demand.

On expiry of the Lease KBW Properties and the Lessee must arrange a joint inspection of the Lessee's Allocated Room, no less than 3 (three) days prior to the end date of the lease, so as to ascertain whether there has been any damage caused to the Allocated Room.

Should the lessee fail to respond to KBW Properties request for an inspection, then KBW Properties may inspect the Lessee's allocated room.

KEYS

On the Lease Start date the Lessee shall be handed a full set of keys allowing access to the Premises and her allocated Room. The Lessee shall be obliged to return the full set of keys upon termination of the lease to KBW Properties. In the event of the Lessee misplacing the full set of keys, new keys will be provided by KBW Properties, at the Lessee's expense.

SECURITY MEASURES

KBW Properties, at its sole discretion, shall be entitled to install such security measures, in particular relating to access to the Premises, as it deems necessary. The Lessee shall be obligated to comply with any procedures or rules relating to such security measures. Any infringement of the security measures, such as, but not limited to, allowing any person or persons access to the Premises without prior approval by KBW Properties will be considered a breach of the agreement.

- It is the Lessee's responsibility to keep her room locked at all times and to ensure that all windows are closed and secured when the Lessee is not present in her room.
- The Lessee should refrain from giving the keys for the Premises and her Allocated Room to any third party.
- It is the Lessee's responsibility to ensure that there are no key tags that could identify the Premises and Lessee's Allocated Room to a third party, in the event that the Lessee mislays her keys. It is vital that the Lessee takes good care to ensure that she never leaves her keys in a place that same could be stolen or lost.
- **In the event that the Lessee loses her keys the Lessee will be held liable for the cost of replacing and issuing new keys (at cost of no less than R 200.00), together with administration costs and locksmith fees (if required).**
- Tampering with any security or firefighting equipment is a serious offence and is strictly forbidden. Should the Lessee tamper with the fire fighting equipment in any

way, KBW Properties reserves the right not only to have the **Lease terminated but to lay criminal charges against the Lessee.**

- The use of candles, oil lamps, incense or anything that produces a naked flame is a potential fire hazard and is strictly forbidden for use in the Lessee's Allocated Room or on the premises.

VISITORS TO THE PREMISES

No Visitors are permitted beyond the Reception area.

KBW Properties aims to provide accommodation that is safe and suitable for student living.

In order to provide a dwelling which is habitable under and in accordance with the Act:

- KBW Properties shall be responsible for maintaining the main walls, roof and other structural aspects of the Premises, in good order and repair.
- KBW Properties is mindful of the Lessee's right to privacy. Accordingly KBW Properties or its agent shall be entitled at all reasonable times to enter the Premises and the Lessee's Allocated Room, on Notice of at least 48 hours to inspect the condition thereof.
- KBW Properties and its appointed employees and/or agents, shall execute any repairs to the Premises and/or Allocated Room, both external and internal, as required in order to maintain the premises and Allocated room in good order and condition.
- Maintaining of the Premises in good order and condition shall be deemed to include, inter alia, maintenance and repairs where necessary to all furniture, doors, windows, electric bulbs and connectors, taps, drains, sewerage and the keeping of all sewerage free from blockage. It is in the Lessee's best interests to work with KBW Properties in order to ensure that all facilities on the premises are in good working order. The Lessee should report all problems to KBW Properties as soon as possible.
- KBW Properties shall not be responsible for any loss or damage sustain by the Lessee as a result of the main walls, roof or other several aspects of the Premises being or becoming defective through any act or omission on the part of KBW Properties or its employees/Agents.

ELECTRICAL INSTALLATIONS

The Lessee hereby undertakes to refrain from interfering with the present electrical installations on the Premises and shall not affix or connect any electric lamps, motors, and fans other than those designed for use for the electric current supplied to the Premises. Damage done to such electrical installations by "short circuits" shall be made good by the Lessee. KBW Properties reserves the right to make good such damage at the Lessee's expense.

CARE OF THE PREMISES, COMMON AREAS & ROOMS

- The Lessee must keep her room clean and tidy at all times.
- Bed linen should be changed and washed at least once a week.
- The furniture provided in the Lessee's Allocated Room may not be removed from the Allocated Room, or the Premises. The full cost of repairing any item of furniture or electrical appliance provided by KBW Properties will be charged to the Lessee.
- Insects and rodents are a health hazard - all food kept in the Lessee's room must be stored in suitable containers or wrapped tightly. To prevent insects or rodents from accessing it.
- Stale, un-used, wasted or spoilt food must immediately be thrown in the dustbins provided in the kitchen.
- Should KBW Properties find that the state of the Lessee's room may be a health hazard; the Lessee will be formally requested to clean her room.
- Should the Lessee consistently keep her room in an insanitary State, KBW Properties shall arrange for the room to be cleaned and any food items and/ or drink stored away to be thrown out and that pots, pans, cups and plates are cleaned.
- KBW Properties reserves the right to clean the Lessee's room in her absence and hold the Lessee liable for the costs incurred KBW Properties will not be held liable for any loss or damages incurred by the Lessee in the cleaning process.
- The Lessee will ensure that prior to vacating the room, for weekends, vacations or otherwise, that her room is cleaned. KBW Properties reserves the right to clean the Lessee's room in her absence and to hold the Lessee liable for the costs incurred. KBW Properties will not be held liable for any losses or damages incurred by the Lessee in the cleaning process.
- The Lessee is forbidden to cook food in her Allocated Room.
- The Lessee may not remove any microwave ovens or hotplates supplied by KBW Properties from the communal kitchen.
- Clothes or other items may not be hung from the windows or stair cases of the Premises.
- No posters or other items may be permanently affixed to the walls, windows or furniture of the Lessee's room or any other part of the building.
- It is in the Lessee's best interests to keep the building in a clean state. Please do not soil, mark, litter or damage the common areas of the building.
- Toilets must not be used for the disposal of any foreign objects; only domestic toilet paper may be flushed down the toilet.

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CONSIDERATION FOR OTHERS

- Disorderly behaviour that results in the disturbance of others may lead to immediate termination of the lease agreement.
- Playing of music or other sound generating instruments/equipment at an unreasonable volume and/or at unreasonable hours is strictly forbidden.
- KBW Properties reserves the right to confiscate any music/-sound equipment/instruments in the event that the Lessee does not adhere to this rule. Such sound or musical equipment/instrument will be returned to the Lessee at the end of each university semester.
- Shouting, calling or talking in a raised voice is not acceptable.
- Running in corridors or in any other areas of the building is not permitted.

SMOKING, DRUGS, ALCOHOL AND WEAPONS

- The Premises are a smoke free zone.
- The Lessee is forbidden from bringing weapons onto the Premises including but not limited to firearms, knives, clubs, batons and traditional weapons.
- Smoking, the consumption of alcohol and/or the taking of illegal drugs and/or substances on the Premises is strictly prohibited.
- There shall be no storage of alcohol, illegal drugs and/or substances and/or weapons on the Premises.
- The Lessee shall not sell ANY drugs and/or prohibited substances including prescription and/or over the counter medication.
- Should alcohol, any form of illegal drugs and/or substances, and/or weapons be found on the person of the Lessee or in her allocated room, then and in that event KBW Properties reserves the right to immediately terminate the lease and take whatever legal action that may deem appropriate against the Lessee.

MEDICAL CONDITIONS AND DISABILITIES

- Should the Lessee suffer from any medical illness or disability, KBW Properties requires that the Lessee notify in advance so that it may take the appropriate steps in the event of a medical emergency.

MISCELLANEOUS

- There shall be no group meetings, petitions or demonstrations permitted on the Premises.
- There shall be no selling of any goods including food items.
- There shall be no storage of food items in the rooms.
- There shall be no bullying or hate speech towards other tenants or management in any form including social media platforms.
- Pamphlets of any nature may not be placed or handed out on the Premises without KBW Properties prior written consent.
- Failure to observe the Conditions & House Rules will constitute a breach of the Lease Agreement and may lead to termination of the Lease.

DAMAGE TO THE PREMISES

The Lessee shall not drive nor permit to be driven any nails or screws into the walls or ceilings of the Premises or any portion of the Premises. The Lessee shall not make or permit any alterations, additions or improvements to the Premises without obtaining the prior written approval of KBW Properties.

The Lessee shall be liable for any damages caused by her to the Premises or Allocated Room or any part thereof.

Lessee, Guardian (if Applicable), Payer/Surety & Lessor to initial here

DESTRUCTION OF THE PREMISES

Should the Premises be destroyed by fire or through any other cause during the period of this lease, to such an extent so as to render the Premises uninhabitable, then this lease shall be terminated. In the event that the Premises are only partially damaged/destroyed by fire or through any other cause, but remains habitable then this lease shall not be terminated and the Lessee shall continue to pay the monthly rental.

INSURANCE AND INSURANCE PREMIUMS

KBW Properties shall insure and keep insured to the full value thereof the Premises against risk of damage by fire and other risks as KBW Properties may require.

The Lessee is encouraged to take out an insurance policy to insure the value of her personal possessions in the event of loss or damage to same whilst on the Premises. KBW Properties, its employees, contractors or agents shall not be responsible for any loss, damage or personal injury suffered by the Lessee or her visitors or invitees, whilst at the Premise.

The Lessee shall not bring, nor permit to be brought, into the Premises any goods, furniture or effects which may by their nature increase the rate of insurance premiums payable by KBW Properties or violate the fire insurance policy held by KBW Properties or which may be impregnated by any wood borer, termite, or any other wood destroying insect of any kind.

BY-LAWS

The Lessee shall strictly observe all Government, Provincial and Municipal Laws, and Regulations applicable to the Premises and the conditions of title of the Property.

DUE DILIGENCE

KBW Properties reserves the right to carry out any due diligence investigations regarding the Lessee and the Payer/-Surety as it deems necessary. The Lessee and Payer/Surety on signature hereof agree that KBW Properties may perform such due diligence investigations.

BREACH

Notwithstanding any rules/regulations, terms and condition set out herein, should the Lessee *inter alia*:

- Fail to pay the monthly rental or any sum (s) which the Lessee is liable for under and in accordance with this lease, on due date; and/or
- Contravene or alternatively fails to observe one or more of the provisions contained in this lease which incorporates the Conditions & House Rules of the Premises; then such contravention and/or failure (as the case may be) on the part of the lessee, shall constitute a breach of the lease agreement.

Notwithstanding any prior waiver of KBW Properties rights, and without prejudice to any and all rights to institute proceedings against the Lessee, KBW Properties shall be entitled to cancel this lease, reclaim possession of the Premises and the Lessee's Allocated Room, and (if needs be) eject the Lessee should the lessee breach the agreement. KBW Properties' rights in terms of this clause shall be without prejudice to any claim it may have for rental already due and for such further damages as KBW Properties may sustain by reason of the Lessee's breach of this lease.



CANCELLATION OF THE LEASE BY KBW PROPERTIES

On cancellation of the lease by KBW Properties in writing, for any reason:

- 1.1 The Lessee shall vacate the Premises within 24 hours of receipt of such written notice; and
- 1.2 KBW Properties shall be entitled to retain the deposit.
- 1.3 The Lessee shall forfeit the rental paid for the month in which the cancellation is received;
- 1.4 The Lessee shall be obliged to pay to KBW Properties a penalty rental equal to TWO (2) additional months rental

TERMINATION OF THE LEASE BY THE LESSEE

In the event that the Lessee terminates the Lease prior to the lease end date, then and in that event:

- 2.1 The lessee shall terminate the lease in writing, by letter, delivered to KBW Properties.
- 2.2 On delivery of a letter of cancellation, the Lessee shall be obliged to pay to KBW Properties a penalty rental equal to TWO (2) months rental; and will forfeit the deposit.
- 2.3 The Lessee shall have 24 hours in which to vacate the Premises upon delivery of the letter of cancellation, unless an alternative arrangement is made between KBW Properties and the Lessee.

In the event that the Lessee vacates the Premises before the Expiration date and without Notice to KBW Properties, then and in that event:

- 3.1 The Lease shall be deemed to have expired on the date that KBW Properties establishes that the lessee has vacated the leased Premises.
- 3.2 The Lessee shall be obliged to pay KBW Properties a penalty rental equal to TWO (2) months rental; and will forfeit the deposit.

DOMICILE & NOTICES

- Any notice required to be given under this lease shall be sent in writing to KBW Properties at its Premises or such other address as KBW Properties may stipulate in writing from time to time.
- The Lessee chooses her "*domicilium citandi et executandi*" to be her Allocated Room at the Premises, whilst the lease is in full force and effect.
- Any notice required to be given in terms of the lease whilst it is in effect shall be delivered to the Lessee's Allocated Room and sent via electronic mail to the Lessee and Payer/Surety's electronic mail addresses provided herein or such other electronic mail address as the Lessee and/or Payer/Surety may stipulate in writing.
- For the purposes of any legal proceedings that KBW Properties may institute against the Lessee and/or Payer/Surety after the termination of the lease, the Lessee and/or Payer/Surety chose their home or work address recorded herein, to be their respective "*domicilium citandi et executandi*".
- Any Notices required to be given shall be of no force or effect unless accompanied by proof of delivery and/ or receipt which may include inter alia, registered mail, telefax transmission slips, hand delivery with proof of delivery and electronic mail delivery and/or read reports.

Lessee, Guardian (if Applicable), Payer/Surety & Lessor to initial here

ENTIRE AGREEMENT

It is hereby specifically agreed that this lease agreement contains all the terms and conditions of the agreement of lease entered into by the Lessee, Payer/Surety and KBW Properties and the Lessee and/or Payer/Surety acknowledges and agrees that any representations, which may have been made by any person/entity and not reduces to writing and signed by all parties concerned, shall not be binding or enforceable as against KBW Properties.

INVALID CLAUSE

In the event that any clause in this Lease is held to be invalid, void or unenforceable for any reason, it is agreed between the parties to this Lease that such clause shall be severed from the remaining clauses of the Lease, which Lease shall be deemed to be valid and enforceable.

INDEMNITY

- ***Neither KBW Properties, its agents, employees, invitees or contractors shall be liable for any damages, injury, loss of possessions or loss of life caused to the Lessee, the Lessee's Property or the Lessee's invitees, for any reason whatsoever. The lessee shall be liable for any damages injury, loss of possessions or loss of life that KBW Properties may suffer in consequence of any acts or omissions by the Lessee, the Lessee's guests, visitors, invitees on or about the Premises; and for any loss or damage that KBW Properties may suffer as a result of the non-compliance by the Lessee and/or her guests, visitors, invitees with any provision of this Lease or the Conditions & House Rules.***
- ***In the event that the Lessee leaves any items in her Allocated Room after the End Date of the Lease, then and in that event KBW Properties shall not be responsible for any loss and/or damage to such items.***

SUCCESSORS IN TITLE

The Lease is entered into by KBW Properties and its Successors in Title and/or assignees (as the case may be). The Lessee agrees that KBW Properties shall be entitled to dispose of the Premises during the term of the Lease. The sale of the Premises by KBW Properties during the period of this Lease shall not affect the terms of the Lease in any way whatsoever nor entitle the Lessee to resign from the Lease or to claim damages as a result thereof.

THE LESSEE MUST PROVIDE THE FOLLOWING ITEMS

1. Linen and bedding (sheets, duvets, blankets and pillows) – KBW Properties provides the bed and mattress.
2. Clothing - KBW Properties provides the cupboard.
3. Computer / laptop – KBW Properties provides a desk and chair.
4. If the Lessee requires a Fridge – the maximum capacity allowed is 130 L (bar fridge). An additional fee will be charged for large fridges.
5. Pots, pans, plates, bowls and cutlery.
6. No Hot Plates, Kettles or any type of Heaters are allowed to be used in the rooms.



DECLARATION AND SIGNATURES:

I, the Lessee, do hereby declare the following:

- I have viewed the Premises and find that same are acceptable and habitable in terms of the RH Act;
- I have read all of the terms and conditions and the House Rules contained in this Lease and understand how they apply to me.
- I am liable to KBW Properties for the payment of the monthly rental and all other costs incurred by me in relation to this lease agreement, despite any Payer/suretyship being nominated or entered into (if applicable).

SIGNED AT _____ ON THIS THE _____ DAY OF _____ 20 _____

SIGNATURE: _____

PARENT/GUARDIAN FOR AND ON BEHALF OF THE LESSEE

i, the Payer/Surety (including Burser/Sponsor), so hereby declare the following:

- I have read and understood the terms, conditions and House Rules contained in this Lease and how they relate to me and the Lessee;
- I understand that I am jointly and severally liable along with the Lessee for any and all financial obligations that may arise in relation to the lease;
- I hereby bind myself as Surety and Co- Principal Debtor for and on behalf of the Lessee

SIGNED AT _____ ON THIS THE _____ DAY OF _____ 20 _____

SIGNATURE: _____

FOR AND ON BEHALF OF KBW PROPERTIES The LESSOR

Who warrants that she is duly authorised to enter into this Lease Agreement for and on behalf of KBW Properties

Name: _____
Kim Wetzl
Director
KBW Properties (PTY) Ltd

SIGNED AT _____ ON THIS THE _____ DAY OF _____ 20 _____

SIGNATURE: _____

Lessee, Guardian (if Applicable), Payer/Surety & Lessor to initial here

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