|  |
| --- |
| Dated: (Insert date)  |
| **AGREEMENT OF LEASE** **ENTERED INTO BETWEEN:** |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*(insert full name and surnames)*(LESSOR)  |  |
|  | AND |  |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |
|  | *(insert full name and surnames)*(LESSEE)in respect of: |  |

|  |  |  |  |
| --- | --- | --- | --- |
|

|  |  |
| --- | --- |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*(INSERT DETAILS OF HOUSE)* |

 |  |

1. Definitions
	* 1. "**Lessee**" means \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(Insert full name and surname of person hiring the property).*

* + 1. "**Lessors**" means\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(Insert full name and surname of persons leasing the property/owner).*
		2. "**Parties**" means The Lessor and Lessee(s) in this Agreement.
		3. "**the House**" means \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(Insert the address of the house being leased).*

* + 1. **“Rent”** means the amount the Lessee must pay to the Lessor for the lease of the Property.
		2. **“Month”** means a calendar Month (January to December) and starting on the first day of every Month.
	1. The words “shall”, “must” and “will” in this agreement are mandatory obligations.
	2. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Republic of South Africa.
1. Lease

On and subject to the terms and conditions set out herein, the Lessors hereby lets the House to the Lessee, who hereby hires the house from the Lessors.

1. Commencement Date and Duration
	1. This Lease shall commence on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*(insert date when lease is to start)* and will be for a period of \_\_\_\_\_\_\_\_\_\_\_ *(insert the number of months the lease is to operate for – no more than 24 months)* months.
	2. Notwithstanding the provisions of clause 3.1, the Lessee and the Lessor shall be entitled to cancel this Lease, without reason, on not less than \_\_\_\_\_\_\_\_\_\_\_ *(insert reasonable number of days for both parties to cancel)* days' written notice to the other Party.
	3. In the event that the lease period stated in 3.1 comes to an end, and the Lessor and Lessee agree that the Lessee will remain in occupation of the property but the Parties fail to enter into a further lease agreement, the lease will continue on a month by month basis, subject to the same terms, and may be cancelled on not less than 30 days’ written notice to the other party.
2. The Premises and Additional Services
	1. The House shall be as set out in **Annexure "A"** and shall include: [***Please take photos of the inside and outside of the house including the garage***]. ***(Insert description of property))***
		1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
		2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
		3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
		4. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
		5. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. Rental
	1. It is agreed that an amount of R \_\_\_\_\_\_\_\_\_\_\_\_\_ ***(insert value)*** shall be paid as a deposit before the Lessee takes occupation of the property. This deposit must be invested by the Lessor in an interest-bearing account and the Lessee is entitled to demand proof of same. This deposit may be used to repair any damage caused to the House by the Lessee, their family or their visitors, provided that an inspection of the House is undertaken by the Lessor and the Lessee before the Lessee takes occupation of the property and that an inspection is conducted by the Lessor and the Lessee before the Lessee vacates the House. Any damage recorded during the inspection before the Lessee moves in must be recorded in writing and attached as an annexure to this lease marked “**B**”.
	2. With effect from the Commencement Date, the rental payable by the Lessee in respect of the house is R \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***(insert value))*** per month.
	3. All rentals shall be payable by the Lessee to the Lessors monthly in advance on or before the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of every calendar month with effect from the Commencement Date, by electronic transfer to the Lessors bank account:

Account Holder name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bank: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Account number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Branch: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

* 1. In addition to paying the rent, the Lessee is liable for the following additional charges:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(this could be water / electricity etc.)*

* 1. The Lessor shall furnish the Lessee with a written receipt for all payments made by the Lessee.
	2. The Lessee will be liable for interest on all overdue amounts payable under this agreement at a rate per annum of \_\_\_\_\_\_\_\_\_\_\_%,*(insert percentage)* commencing from the date of the outstanding amount until the amount is paid in full.
	3. The Lessee must not withhold, defer, set-off, or make any deductions from the payment he/she owes the Lessor (regardless of whether the Lessor is indebted to the Lessee, or is in breach of a duty in terms of this agreement).
1. Use of House
	1. The House is let to the Lessee for residential purposes only. As a result, the Lessee is not entitled to conduct a business from the House.
2. Cession and Sub-Letting

The Lessee shall not be entitled to:

* 1. cede, assign, transfer, alienate or otherwise dispose of any of her rights and/or obligations in terms of this Lease without the prior written consent of the Lessor;
	2. sub-let the House or any part thereof without the prior written consent of the Lessor; or
	3. give up occupation or possession of the House or any part thereof to any person without the prior written consent of the Lessor.
1. Obligations of the Lessee

At all times during the currency of this Lease, the Lessee shall care for and maintain the interior of the house in the same good order and condition as at the Commencement Date and, at the termination of this Lease for whatever reason, to return and redeliver the same to the Lessors in the same good order and condition as they were at the Commencement Date of this Lease, fair wear and tear only excepted.

1. Inspection of Premises
	1. The Lessor and the Lessee shall jointly inspect the House before the Lessee takes occupation. Any damage or defects must be identified, recorded in writing and attached to this lease agreement as Annexure “**B**”.
	2. The Lessor and the Lessee shall jointly inspect the House within a period of 3 days before the Lessee vacates the House. The Lessee will be liable for any damage caused to the House by the Lessee, the Lessee’s family or the Lessee’s visitors, with the exception of fair wear and tear.
	3. The Lessor shall be entitled to enter the House through representatives or contractors for the purpose of carrying out any repairs or replacement works in respect of the House for which the Lessors is liable.
	4. The Lessors shall ensure, in exercising the rights in terms of clause 10.2, not to unduly or unreasonably to interfere with the Lessee's peaceful occupation of the house and shall carry out any repairs or other work as expeditiously as possible.
2. Breach
	1. Should any Party (“the Defaulting Party”) commit a breach of any of the provisions of this Agreement, then the other Party (“the Aggrieved Party”) shall be obliged to give the Defaulting Party 30 (thirty) days written notice to remedy the breach. If the Defaulting Party fails to comply with such notice, the Aggrieved Party shall be entitled to cancel this Agreement against the Defaulting Party or to claim immediate payment and/or specific performance by the Defaulting Party of all the Defaulting Party's obligations.
	2. In the event that the Aggrieved Party is required to obtain legal services to enforce their rights under this Lease agreement, the Defaulting Party will be liable for the costs thereof on an attorney-and-own-client basis.
3. Domicilia
	1. The parties hereby choose *domicilium citandi et executandi* for all purposes in terms of this Lease as follows:

The Lessors' Address: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Email: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 Telephone: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

The Lessee's Address: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Email: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Telephone: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

* 1. The parties shall be entitled to change their respective *domicilia citandi et executandi* by written notice to the other provided that no such change shall take effect until notice thereof has been received by the other party.
	2. Non-Legal documents, notices or other communication between the Parties may be by electronic communication; where a “read receipt” must be attached to each and every electronic communication sent so it can be determined that the electronic communication was received and read by the other Party.
1. Whole Agreement

The parties acknowledge that this document constitutes the entire agreement between them and that no representations, warranties or the like have been given or made by the parties or by their respective agents, representatives or employees other than such as are contained herein. No variation or amendment to the terms and conditions of this Lease shall be of any force or effect unless it is reduced to writing and is signed by both the Lessors and the Lessee.

**SIGNED at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_202\_**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**LESSOR**

**AS WITNESS:**

1. *(Signature of Witness)*

 *(Full name of witness)*

2. *(Signature of Witness)*

 *(Full name of witness)*

**SIGNED at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_202\_**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**LESSEE**

**AS WITNESS:**

1. *(Signature of Witness)*

 *(Full name of witness)*

2. *(Signature of Witness)*

 *(Full name of witness)*