

AMRICH 58 PROPERTIES (PTY) LTD – KYALAMI STORAGES

REG NO: 2006/003519/07 – VAT NO: 4840249850

PO BOX 30003
KYALAMI 1684

1 RIVER ROAD, BARBEQUE
DOWNS, KYALAMI

CELL: 011 023 3748 / 082 929 3549 E-MAIL: storage@adamint.co.za / info@adamint.co.za

APPLICATION TO RENT:

<u>COMPANY</u>
COMPANY NAME:
COMPANY REG NO:
VAT NUMBER:
CONTACT PERSON:
TEL NO:
FAX NO.:
E-MAIL:
ADRESS:
<u>PERSONAL DETAILS</u>
SURNAME:
NAME:
I.D. NO.:
ADRESS:
TELNO:
FAX NO:
E-MAIL:
<u>NEXT OF KIN DETAILS</u>
SURNAME:
NAME:
TEL NO:

Office Use: _____

ACCOUNT NUMBER: _____

Occupation Date:	Unit no:	Unit Size:	Deposit Amount	Rent Excluding VAT	VAT	Rent Including VAT
			R	R	R	R
			R	R	R	R
			R	R	R	R
LOCKS:				R	R	R
TOTAL DUE:			R	R	R	R

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THE FOLLOWING DOCUMENTS MUST ACCOMPANY THIS APPLICATION:

IF IN COMPANY NAME:

- Company Registration documents
- Copy of I.D. of all the directors/members

IF IN PRIVATE NAME:

- Copy of I.D.

METHOD OF PAYMENT:

Our debit orders is on the 28ste of the month if over weekend or public holiday the next working day.

DEBIT ORDER:

BANK:
BRANCH:
BRACH CODE:
TYPE OF ACCOUNT:
ACCOUNT NUMBER:
ACCOUNT NAME:

<u>BANKING DETAILS</u>
ROTAFLEX INVESTMENTS (PTY) LTD
FNB – WOODMEAD
ACCOUNT NUMBER: 6235 8543 124
BRANCH CODE: 250955
REFERENCE: UNIT NO OR ACCOUNT NUMBER ON YOUR INVOICE_____

There is a charge for **R250 + vat** if you use the wrong reference numbers!!!! Please make sure you use the **correct reference number to avoid any penalties.**

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TERMS & CONDITIONS:

The "Owner" referred to in these terms and conditions is ERM LIMITED

The "Occupant" is the party under the "Occupant details" on the front page of this agreement.

The "Unit" is the Owner's storage facility referenced on the front page of this agreement by unit number.

USAGE:

The storage unit may be used for storage purposes only. It may not under any circumstances be used for storage of living animals, fresh foods, explosives, illegal or any hazardous substances. Similarly any items which may have an offended odour or which may constitute a nuisance to other customers.

RENTAL:

THE AGREED RENTAL IS DUE AND PAYABLE IN ADVANCE ON THE 1^{ste} DAY OF EACH MONTH. IF RENTAL IS NOT PAID BY THE 7th OF THE MONTH, A FEE OF R300 WILL BE CHARGED AND THE UNIT WILL BE DOUBLE LOCKED TO PREVENT ENTRY. IF PAYMENT IS NOT RECEIVED BY THE 15TH OF THE MONTH, THE TENNANT AGREES THAT THE DEPOSIT WILL BE FORFEITED AND THE GOODS ATTACHED AND SOLD "VOETSTOOTS" TO DEFRAID OUTSTANDING EXPENSES.

DEPOSIT:

In addition to the monthly rental the occupier shall on signing this agreement pay, ERM LIMITED, a deposit **equal to one month's rental**. The deposit will be refunded in full when the occupier vacates the unit after having complied with the terms of this agreement. The deposit shall not constitute the last month's rental. The potential occupant will forfeit the deposit should they not occupy the reserved unit on the date stipulated as the "Date In" or within a reasonable period thereof.

ESCALATION:

The amount of monthly rent payable hereunder shall escalate at 10% on each year of the anniversary of the commencement date.

RISK & INSURANCE:

All goods stored in the units are at the sole risk of the occupant who will also retain the keys to the unit. The occupant acknowledges that the owner has adequate security. The occupant will insure the goods himself at his own cost. The occupant, his agent or servants, shall not have any claim whatsoever nature against the owner in respect of loss or injury they may have suffered as a result of any act or omission on the part of the owner, its employees, other occupants or any other person.

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ENTRY:

To gain access a valid access security card must be presented to security and be available on the premises at all times. Access will be permitted during the following hours. Outside of these hours the entry gate is locked and access will only be permitted if prior arrangements have been made.

EVERY DAY MONDAY TO SUNDAY: 6:00am – 18:00pm

DURATION:

- a. The minimum contractual period is one calendar month.
- b. The agreement will continue until terminated by one calendar month written notice delivered at the owner's place of business. Delivery of the required notice will also be deemed to if transmitted by fax, email or letter provided that the occupant is in possession of acknowledgement of such notice.
- c. In the event of the owner wishing to vary a term of condition of this agreement he shall by written notice not less than 30 days advise the occupant accordingly. If the occupant is not prepared to accept the variation he shall be obliged to terminate the agreement by written notice to the owner by not later than 15 days prior to the end of the calendar month.

BREACH:

IN THE EVENT OF THE OCCUPIER BEING IN BREACH OF THIS AGREEMENT, THE OWNER MAY IMMEDIATELY RESTRICT THE OCCUPIER ACCESS TO THE UNIT AND THEREAFTER GIVE 3 DAYS WRITTEN NOTICE TO THE OCCUPIER TO REMEDY THE SITUATION AND SHOULD THE OCCUPANT CONTINUE TO REMAIN IN BREACH TAKE ANY OR ALL OF THE FOLLOWING ACTIONS:

Cancel the Agreement

Take possession of the unit and contents by double locking the unit.

Claim payment for damages.

In the event of the occupant being in breach of a period of 2 months (in which case the occupant will be regarded as having abandoned the stored items) the owner may dispose of such contents of the unit without further notice to the occupant.

The owner shall be entitled to make deductions from the deposit or proceeds of the sale of the goods for arrear rental cost incurred clearing the unit, repair any damage and cost emanating from this process of repossessing the unit, including penalties.

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;

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- b) furnish information concerning the behaviour, profile, payment patterns, indebtedness, whereabouts, and creditworthiness 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.

DOMICILLIUM:

Domicillium citandi executandi of the occupant will be at the address given on the front and any notice in terms of this agreement addressed thereto will be deemed to have received by the occupant on the 4th day after posting by prepaid registered mail. Alternatively, if delivered by hand, the date of delivery will be the date of receipt thereof.

Domicillium citandi et executandi of the owner shall be the place of business as follows:

46 Landmarks Avenue
Kosmosdal
Centurion

SIGNED AT ON DAY OF 20.....

PRINT NAME:

SIGNATURE:

For and on behalf of occupant

PRINT NAME:

SIGNATURE:

For and on behalf of owner

ANNEXURE A

DEED OF SURETYSHIP

I / We, the undersigned,

_____ ID # _____
_____ ID # _____
_____ ID # _____

do hereby bind ourselves jointly severally and in solidum as sureties and co-principal debtors to

ENTERPRISE RISK MANAGEMENT (PTY) LTD

(hereinafter styled the LANDLORD)

for the payment on demand of all sums of money which

COMPANY NAME

(hereinafter styled the TENANT)

may now and from time to time hereafter owe or be indebted in to the LANDLORD and the successors and assigns of the LANDLORD arising from or out of or in terms of the Agreement of Lease to which this Suretyship is annexed, or any renewal, amendment, breach or cancellation of such Lease. This surety is limited to one year in the first period and thereafter will not exceed four months rental for the balance of the lease agreement.

It is agreed and declared that all admissions and acknowledgements of indebtedness by the TENANT shall be binding on us; that the LANDLORD shall be at liberty, without affecting the right of the LANDLORD hereunder, to release securities and to give time to or compound or make any other arrangements with the TENANT or other person or persons, company or companies aforesaid without reference to or approval of us, and that in the event of liquidation, judicial managements, insolvency or compromise, no such liquidation, judicial management, insolvency or compromise and no dividend/s or payment/s which the LANDLORD may receive from the TENANT or any other person or persons, company or companies, or from us, shall prejudice the rights of the LANDLORD to recover from us to the full extent of this Suretyship any sum which after the receipt of such dividend/s or payment/s may remain owing by the TENANT including any damages suffered by the LANDLORD arising from the premature cancellation of the Lease by a provisional trustee or provisional liquidator in terms of Section 37 of the Insolvency Act (Number 24 of 1936) as amended from time to time or any substitute legislation therefor.

In the event of liquidation, judicial management or sequestration of the TENANT we bind ourselves not to file any claim against the TENANT in competition with the LANDLORD.

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Further, in the event of the compromise or composition by the TENANT, whether in terms of the company law or insolvency law, or under common law, we undertake not to file any claim against the TENANT in competition with the LANDLORD.

AND we hereby renounce the benefit of the legal exceptions ordinis seu escussionis et divisionis, non causa debiti and revision of accounts with the force and effect of which we acknowledge ourselves to be fully acquainted and we agree and declare that this suretyship is to be in addition and without prejudice to any other suretyship/s and security/ties now or hereafter to be held by the LANDLORD and that it shall remain in force as a continuing security notwithstanding any intermediate settlement of account.

AND we hereby agree that notwithstanding any part payment by us or on our behalf, we shall have no right to any cession or action in respect of such part payment and shall not be entitled to take any action against the TENANT or against any other surety for the TENANT in respect thereof unless and until indebtedness of the TENANT to the LANDLORD shall have been discharged in full.

FOR the purpose of any action against us hereunder for provisional sentence or otherwise, a certificate by the Auditor/s of the LANDLORD as to the amount owing by the TENANT and to effect that the due date of payment of such amount has arrived shall be sufficient and satisfactory proof of the facts therein stated until the contrary shall have been proved.

AND we choose domicilium citandi et executandi for all purposes herein at and all notices required to be given to us in terms hereof shall be considered duly given if posted to us to the said address.

THIS Suretyship by us shall remain in full force and effect for as long as the TENANT is indebted to or under any obligation or commitment to the LANDLORD and we shall not be entitled to withdraw or cancel this Suretyship unless and until all indebtedness, commitments and obligations of the TENANT to the LANDLORD shall have been fully discharged, and then only upon the expiry of fourteen day's notice in writing be given by us to the LANDLORD.

Signed at _____ on the _____ day of _____ 20.....

NAME & SURNAME:

SIGNATURE:

NAME & SURNAME:

SIGNATURE:

NAME & SURNAME:

SIGNATURE:

WITNESSES 1 :

WITNESSES 2 :

1 _____
NAME & SURNAME

2 _____
NAME & SURNAME

1 _____
SIGNATURE

2 _____
SIGNATURE