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Admin:- 082 6555 065

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*PO Box 3054
Halfway House, 1685
314 Olifantfontein Rd
Glen Austin, Midrand*

APPLICATION / LEASE AGREEMENT BETWEEN LOCK & ROLL STORAGE

(Hereinafter referred to as the “Landlord”) and

**Name & Surname or
Company: ("Tenant")**

Contact Person If Business

I.D. No. or Reg. No.

V.A.T No.

Address:

Mobile No.

Telephone No.

Telephone No. _____

Email

Initial:

Requirement:
SELF-STORAGE

| | | | |
|-----------------------|----------|----------------------|---------|
| 12m x 3m CONTAINER | R1850.00 | 6m x 3m CONTAINER | R850.00 |
|-----------------------|----------|----------------------|---------|

STORE NO:-

| | | | | |
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Requirement:
PARKING

| | |
|---------------------------|--------------------------------------|
| Parking R400 per month | Undercover Parking R600 per month |
|---------------------------|--------------------------------------|

DATE OF OCCUPANCY:

MONTHLY RENTAL (Incl. VAT)

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

BUSINESS HOURS

Monday to Friday:- 07h00 – 17h00 (or by appointment)

Saturday:- 07h00 – 13h00 (or by appointment)

Closed on Sundays and public holidays (unless prior arrangement/bookings made)

At least 24 hours must be given should you wish to store / collect etc. after hours

No rental unit will be available before ALL five of the following conditions and precedents are met:

1. Both parties AGREE to enter into the rental agreement. It is understood that Lock & Roll Self storage reserve the right to perform all necessary verifications to minimise risk of any loss and/or non-payment of rental. One month's deposit, one month's rental, plus the delivery and pick up charges, if applicable, MUST BE PAID AND REFLECT in Lock & Roll Self Storage, FNB, Acc No 62638550063, B/Code 255655 BEFORE storage commence.
2. A copy of the applicant's ID document or Driver's license must accompany the completed rental agreement.
3. Platinum Mile Investment 453 (PTY) Ltd Trading as Lock & Roll self storage reserved the right to make whatever enquiries it deems necessary in assessing the creditworthiness of the APPLICANT. Lock... is only prepared to execute an AGREEMENT subject to the APPLICANT being creditworthy and for as long as he/she stays creditworthy.

Herewith also take special note of the following clauses in your Rental Agreement (to be submitted)

- **TERMINATION:** please ensure that one full month's notice is given in writing to terminate this lease. If one full month's notice is not given, the Landlord will be entitled to retain the deposit as a once off cancellation penalty.
- **ADMIN FEE:** An administration fee of R100 (One hundred Rand) is payable on all late rental payments. Any payment received AFTER the third day of the month will be deemed "late"
- **CANCELLATION FEE:** Should the rental agreement be cancelled after the initial deposit and first rental have been paid, but prior to occupation/delivery, a handling fee of 10% of the amount paid will be deducted, prior to the refund being made. This will also apply to any monies paid into our account in error and requiring refund
- Any remaining goods in a vacated store, will be removed at the applicants expense, and be deducted from the refundable deposit

Tenant Signature _____

Date: _____

Lock & Roll Representative _____

Initial: _____

By signing this Lease Agreement the Tenant certifies that all of the provisions, terms and conditions of this Lease, as stipulated on the Terms & Conditions page, have been read and understood.

TERMS & CONDITIONS

- 1. Introduction:** Platinum Mile Investment 453 (PTY) LTD trading as Lock & Roll Self Storage (hereinafter referred to as the "Landlord") and the Tenant. (With detail as indicated on the front page hereof) have agreed to the letting of the Premises (as described on the front page, subject to all of the provisions, terms and conditions contained in the Lease).
- 2. Letting and hiring:** The landlord hereby lets and the Tenant hereby hires the Premises.
- 3. Duration:** The Lease will commence on the Date of occupation (as indicated on the front page hereof) of the Premises by the Tenant and shall endure indefinitely until termination in writing by either party with one calendar month's notice in advance. The Tenant will remain liable for the payment of monthly rent for each month or part thereof that the Tenant fails to vacate the Premises completely and/or fails to restore free and undisturbed access to the Landlord.
- 4. Rental:** The Tenant agrees to the deduction of the monthly Rental directly from the Tenant's bank account by the Landlord. The Rental will increase annually, upon written confirmation by the Landlord.
- 5. Payments:** All payments to be made in terms of this Lease shall be made without deduction or set-off, monthly in advance, on the 1st day of each month, free of exchange into the Landlord's bank account, bank details FNB, Acc No. 62638550063, B/Code 255655. Should the Lease commence on or before the fifteenth of any month, a total month's Rental will be payable as the first month's instalment. Should the Lease commence on or after the sixteenth day of the month, 50% (fifty Percent) of the monthly Rental will be payable as the first month's instalment. **All payments made prior to approval will carry R admin fee. The balance will be refunded if your application is not approved.**
- 6. Late Payment & Interest:** In the event that the Tenant makes payment late or defaults with any payment obligation, the Tenant shall pay to the Landlord interest at the rate of 20% (Twenty Percent) per annum on any monies due in terms of this Lease, calculated in advance from due date of any payment, and compounded monthly. In addition to the interest an admin fee of R100 per unit is payable in terms of any late Rental payments. Any payment received after the 3rd day of the month will be deemed "late".
- 7. Deposit:** A deposit equal to the amount informed is payable by the Tenant upon signature of this lease. The Landlord shall be entitled to deduct from the deposit any amount owed to it arising from any cause whatsoever. The balance of the deposit, if any, shall be refunded to Tenant within 14 business days after termination of the lease except where proper notice was not given.
- 8. Use of the premises:** The Premises is let for the sole purpose of storage of assets and for no other purpose whatsoever. The premises may under no circumstances be used for residential purposes or the storage of flammable, explosive, dangerous or perishable goods, or any items which may be in contravention of any insurance policy (or associated risk clause) on the Premises of the Landlord. The landlord will have the explicit right to remove any such items from the Premises and the Tenant will be liable for the cost associated with the removal of such items by the Landlord. The Tenant will only be allowed access to the Premises for the purpose of delivering or removing goods to and from the storage.
- 9. Maintenance:** The Tenant shall maintain the interior of the Premises and all keys, locks and closures associated with it all at its own cost and will on termination return the premises to the Landlord in good condition, fair wear and tear expected. Should there be any damages to the premises, the Tenant will be liable for the cost of all necessary repairs and where it is irreparable for the reasonable replacement cost.
- 10. Sub-Letting:** The Tenant shall in no way whatsoever sub-let the Premises or any portion thereof nor cede, assign or pledge this Lease or any portion of the rights hereunder. The Tenant shall not give up occupation or possession of the Premises or any portion thereof to any person, whether as licensee, agent, occupier, custodian or otherwise, nor permit such person to enter into possession or to occupy or take possession of the Premises or any portion thereof for any period whatsoever.
- 11. Landlord's Right and Obligations:** The Landlord shall only be responsible for external maintenance of the Premises. The Landlord has the right to inspect the Premises at any time and the Tenant is obliged to give the Landlord free and undisturbed access to the Premises for such purpose. The Tenant acknowledges, agrees and consents that, upon the sale of the Premises to a third party, all of the Landlord's rights and obligations under this lease automatically be ceded and assigned to the purchaser upon registration of the transfer.
- 12. Liability & Indemnity:** The Tenant declares that it accepts full responsibility for any damage to its assets in the Premises and expressly and unconditionally abandons and waives any claim which it may have against the Landlord, or any employee, representative or agent of the Landlord. The Tenant agrees that the Landlord will not face any civil liability of any sort for any action, unless proven to be purposeful or grossly negligent and in that event damages and/or compensation will be limited to the Rental paid to the Landlord.
- 13. Damage or Destruction of the Premises:** If the Premises are rendered inaccessible or untenable, by an act of God, The Landlord may at its sole discretion reinstate it to its former condition. The Tenant shall be entitled to a remission of rent according to the extent and the time during which it is deprived of beneficial use of the leased Premises.
- 14. Breach:** Should any amount payable by the Tenant not be paid on the due date and should the Tenant fail to make payment or remedy 'its/his breach within 5 (five) calendar days after receipt of a written notice calling upon it to do so, the Landlord shall be

Initial:

entitled to cancel this lease without any further notice, retake possession of the Premises and remove all assets from the Leased Premises and sell the assets against recoupment of the arrear amounts. In addition the Landlord shall be entitled to claim damages to the amount of three months Rental as agreed damages for loss of income at a rate equal to the Rental in the month in which the breach occurred. The parties agree that a certificate issued by a member of the Landlord stipulating the arrear amount, interest and agreed damages shall be accepted as *prima facie* proof of the amount of the claim against the Tenant for purposes of summary judgment proceedings. The Tenant further agrees that the Landlord, may as its election, execute any judgement it obtains directly against the bank account of the Tenant as indicated on the debit order authorisation provided by the Tenant, or by way of an emolument attachment order against the Tenant or its surety, as the case may be, as provided for in section 65J of the Magistrate's Court Act.

15. **Domicilium:** The Tenant chooses as its *domicilium executandi* for all purposes under this Lease, whether in respect of court process, notices, other documents or communication of whatsoever nature the physical address completed under the tenant's details or sent to the Tenant's fax /e-mail. Any notice or communication required or permitted to be given in terms of this Lease shall be valid and effective only if given in writing and delivered to the physical address completed under tenant's details or sent to Tenant's fax/e-mail.
16. **Notice:** Any notice given under this Lease, delivered by hand to the Premises will be deemed received on the date of delivery. Any other notice given under this Lease, sent by fax or email or to the correct residential address provided will be deemed received on the date of transmission. Please ensure that one full month's notice is given in writing to terminate this lease. If one full month's notice is not given, the Landlords will be entitled to retain the deposit as a once off cancellation penalty.
17. **Surety:** The person who signs this Lease as Tenant on behalf of a legal person or trust, hereby binds himself personally as surety for and co-principal debtor in solidum with the Tenant for the due and punctual payment to the Landlord of any amount which now is or may hereafter become owing by the Tenant to the Landlord, and the Tenant renounces the benefit of exclusion, division, no value given and faulty calculation.
18. **General:** The Parties acknowledges and agrees that : 18.1 This Lease constitutes the entire contract between them and that no conditions, warranties or representation of whatsoever nature, whether express or implied have been made by any of the parties or on their behalf except as recorded herein; 18.2 No alteration, variation, amendment or purported consensual cancellation of this Lease or any addition thereto or deletion therefrom shall be of any force or effect unless reduced to writing and signed by or behalf of the parties thereto; 18.3 In the event of the Landlord instructing its attorneys to take measures for the enforcement of any of the Landlord's rights under this Lease, the Tenant shall pay the Landlord such collection charges and legal cost, on an attorney and own client basis, as shall lawfully be charged by such attorney to the Landlord, on demand therefore by the Landlord.
19. **Jurisdiction:** The Parties specifically agree that, any action or application arising out of this Lease or any surety furnished for the obligations of the tenant hereunder may be brought in the Magistrate's Court, notwithstanding that the amount in issue may exceed the jurisdiction of such court.

Signed at _____

Date _____

Tenant Signature _____

Lock & Roll Duly Authorised Rep. _____

Initial: _____