

IMPORTANT SUMMARY:

1. Rental is due a month in advance, interest of 10% will be charged on all arrears.
2. Calendar Months written notice required to terminate this lease.
3. Use Unit Number or your full name as reference when transferring monies owed.
4. Client responsible for their own insurance on their items stored at the facility.
5. No items are to be stored that contravene the terms and conditions of the lease agreement.
6. If the storage unit is not paid, the unit will be overlocked and no access will be allowed until the account is up to date.
7. If not paid after 30 days then items will be moved to bulk storage and sold to cover outstanding rental.
8. Access will only be given to individuals on access list (page 6 of this agreement)

Please sign as acceptance of these terms:



Month to Month Lease:

This agreement of lease is entered into between

Eezisp^{ace} Self Storage (Lessor)

herein represented by _____, referred to as the "Lessor".

And the client (Lessee)

.....

If the lease is in a company name the individual assures us that they are authorized by the company to sign this lease.

Eezisp^{ace} Self Storage leases the storage unit to the Lessee, on condition of terms and conditions below.

Storage Unit Details:

Unit number which is a section internal to Stand No. 325 Wynberg, Street address 5 5th Street, Wynberg or 28 6th Street, Wynberg.

Commencement of Lease:

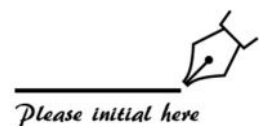
Termination date of Lease (if known):

Address Details: (For Information Purposes Only)

The Lessee address details are as follows:	The Lessor address details are as follows: 5 5th Street/28 6 th Street Wynberg, Sandton, 2090.
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FULL TERMS AND CONDITIONS OF MONTH TO MONTH LEASE:

1. This lease will continue until the Lessor or the Lessee submits one calendar month's written notice.
2. The rental owed to the Lessor by the Lessee shall be R.....per month excluding vat.
- 3. All payments are to be paid a month in advance and not later than the 7th of each month.**
4. The Lessee/Client must utilise their unit number as reference when processing payments on this account. Please note if this is not adhered to, it will cause unnecessary overdue accounts.
- 5. Lessee's Domicilium Address:** Any notices sent by the Lessor will be registered and hand delivered to the Lessee's unit number mentioned above. Proof of residence will be required for your current residential/business address.
- 6. Deposit:** A fully refundable deposit of 1 month's rental is to be paid to the Lessor on signing this agreement of lease.
7. The Lessor has the right to utilise the deposit towards a payment of rent or any other liability for which the Lessee is responsible.
8. If the deposit is used for the reasons mentioned above then the Lessee is to immediately reimburse the Lessor the necessary amount.



9. The Lessor will keep the deposit amount until the rental agreement is terminated. Provided all the terms and conditions are adhered to the Lessee will be paid their deposit within 10 days of termination of this lease. It will be the obligation of Lessee to supply the Lessor with their bank account details in writing for the repayment of the deposit.
10. On signature of this lease agreement it is understood that the Lessee shall comply with all terms and conditions stipulated in this lease. The Lessor has a right to deny the Lessee entrance to his unit until all the terms and conditions are adhered to.
11. The Lessor has the right to increase the deposit to 2 months' notice if they feel the Lessee is continually failing to meet the obligations of the agreement.
12. Eezispace Self Storage reserves the right to increase rental annually.
13. All payments are to be paid by the following means:
Debit order, Debit Card, Credit Card, Electronic Transfer and Cash.
14. Account where payment to be made:

Account Name: **Eezispace Self Storage**
Bankers: **Standard Bank**
Branch Number: **019205 (Sandton)**
Account Number: **283249161**

15. The Lessee undertakes not to store any goods that are dangerous, noxious, corrosive, flammable or explosive article or substance, or any article or substances likely to cause injury, damage or infection or to encourage vermin, or which will cause in the Lessor's insurance policies being increased or that will be detrimental to any other items of other Lessees.
16. The Lessee undertakes not to store any perishable items in their storage unit. The Lessee further confirms that all appliances will be emptied, defrosted, dried and kept slightly open to ensure the appliances do not leak or cause unfavourable smells in the facility.
17. The Lessee ensures us with this lease that they will not store any goods not lawfully under their control or items that are illegal and at the same time indemnifies the Lessor harmless from any criminal/civil or other proceedings that may arise as a result of the lessor having such goods on the premises.
18. If the Lessee does not pay the rental due on or before the due date or commits a breach of any of the other terms of this lease the following will occur:
 - o The Lessor will over lock the unit and deny the Lessee access to their items and the facility.
 - o The Lessor will exercise a lien over the items in the storage unit until arrear payments are made.
 - o The Lessor can issue summons against the Lessee for the amount outstanding as well as any legal costs incurred between attorney and the Lessor and mora interest.
 - o Interest, collection fees and legal fees will be charged on all outstanding rental. (the interest rate will be charged at a reasonable interest rate at the time of arrears)
 - o Obtain a civil judgement against the Lessee, which will lead to the Lessee being blacklisted with the credit bureau.
 - o Once the judgement is received, the sheriff will sell the items on public auction.
 - o If, however, the account is not paid for more than 30 days and we have not received full payment for the amount outstanding you will be in breach of the terms

and conditions of this lease and your items will be moved to a bulk storage unit. Eezispace Self Storage, Directors and Staff cannot be held responsible for any loss or damage caused to your items. You will be charged for removal of the items from the unit to the bulk storage unit. You will also be charged interest on the arrears as well as incurring collection costs and legal fees. If you have not paid your rental for over 30 days, on signature of this lease you hereby give us permission to sell the contents of your unit to cover the outstanding rental.

19. No Lessee will be allowed to remove their items from their unit, until the rental payments are up to date.
20. The Lessor shall not be held liable for any claims of whatever nature (either in contract or delict) and for damages or otherwise however they arise, including but not limited to the generality of the aforesaid:
 - Any omission or act of the Lessor or employee or agent of the Lessor.
 - Any loss, damage or costs incurred from or in anyway, cause or event beyond the reasonable control of the Lessor including but not limited to lock out, strike, stoppage or restraint of labour.
 - Damage or injury suffered by the Lessee or any other person whatsoever arising out of any cause whatsoever as a result of the Lessor's execution or attempted execution of its obligations to the Lessee.
 - Notwithstanding anything to the contrary herein, the Lessee shall not be liable for any loss or damage for any act perpetrated by the Lessor its agents, workers, nominees, whether negligent or otherwise.
 - The risk of loss in and to the goods remain with the Lessee, and it shall be the responsibility of the Lessee to periodically inspect the contents of their unit to prevent any losses or damages as a result of pests, flooding or the like. The Lessor will not accept any liability for any loss or damage to the contents of the unit under any circumstance.
 - As our units have smoke detectors the Lessee gives the Lessor the right to cut the lock of their unit in case a smoke detector is triggered in the unit, whether there is an emergency or a faulty sensor.
21. The Lessee must ensure that the goods are properly and comprehensively insured at all times against any loss whatsoever nature, including or not limited to any damage or loss from theft, robbery, burglary, fire, breakage, storm, flood, earthquake, tempest, riots, labour strikes, civil commotion and to cover public liability of any kind, by an insurance company their choosing. No guarantee is given on temperature of units as we are not offering any temperature controlled storage space.
22. Recommendations, advices or opinions by representatives of the Lessor are given and expressed in good faith and will not constitute representations or any description, and shall not give rise to any claim against the Lessor or such representative or any description, and shall not give rise to any claim against the Lessor or such representatives, or vary any of the terms of this lease agreement.
23. The Lessee agrees to adhere to the rules laid down by the Lessor which pertains to the use of the premises, security and access to the premises. Access to the premises shall be during the following hours:

Monday to Friday 8h00 to 17h00 and Saturdays 8h00 to 12h30.
24. It is up to Lessee to inform the Lessor of any changes to their address for any correspondence whether it is by mail or electronic.
25. The unit cannot be used for any other reason but for storage.

26. The unit cannot be sublet or be used for the storage of any other individual's items.
27. The Lessee is to hand the unit back in exactly the same condition as it is received on date of signing this agreement.
28. If Lessee gives any of the staff at the facility any items from their unit, then they need to sign the gifts register at reception.
29. The conditions of this lease agreement forms the whole agreement between the Lessor and the Lessee and any amendment, relaxation and/or additions shall not form part of this contract unless reduced in writing and signed by both parties.
30. Both parties consent to the jurisdiction of the Magistrates Court in terms of Section 45 of the Magistrate Court Act in regard to any action which may be/ have to be instituted arising out of this agreement.
31. The Lessee signs that they have read and understood all the conditions of this lease and that they are duly authorised to sign this lease and hereby bind themselves as co-principal debtors in terms of this lease agreement.
- 32. Note: Insurance on all goods stored at Eezispace are for the responsibility of the tenant. Eezispace does not insure any goods whatsoever.**

Thus done and signed at Wynberg on this day of 20..... .

Lessee Full Name

Signature

As Witness:

1. _____

Thus done and signed at Wynberg on this day of 20..... .

Lessor Full Name

Signature

As Witness:

1. _____

Surety: (only if a company)

....., does hereby bind him/herself in solidum and as co-principal debtor in their capacity for all the obligations of the Lessee in terms hereof and shall be obliged to execute a suretyship in this respect simultaneously at the date hereof.

Personal Details/Company Details:

NAME: _____

IDENTITY NUMBER/COMPANY REGISTRATION NO: _____

TRADING NAME OF COMPANY: _____

CONTACT PERSON AT COMPANY: _____

Email Address: _____

Cellphone Number: _____

Office Number: _____

VAT Number: _____

Home Number: _____

First Payment Amount: Deposit Amount - _____

First Rental Amount _____

Padlock Purchase Amount _____

Access Authorisation:

(NB! No access will be given to any individuals without the consent in writing of the unit holder)

Please list name and identity number of persons that are allowed access to your unit:

Name:

Identity Number:

(copy of identity number required or access will not be granted)

Name:

Identity Number:

(copy of identity number required or access will not be granted)

Name:

Identity Number:

(copy of identity number required or access will not be granted)

Move Out:

Date Notice Received: _____

Client ledger to be attached as proof that the account is up to date.

Date Client Moved Out: _____

If refund owing Bank Details: Account holder : _____

Bank: _____

Branch code: _____

Account number: _____



Amount of Refund Owing: R _____

Pro rata Rental Owing R _____

(Dates of Pro – Rata Rental) _____

Upon signature of the move out clause the agreement is cancelled as all items have been removed from storage:

Client Signature

Lessor Signature

Date

Date