LEASE AGREEMENT

PARTIES:

                                           (Lessor)

And

                                           (Lessee)

1. Premises to be leased

   a. The Lessor leases to the Lessee premises situated at

                                          (“the Premises”).

2. Period of lease

   b. The lease of the Premises (“the Lease”) shall commence on

                                          and shall continue until otherwise terminated in terms of this Lease Agreement (“the Agreement”).
3. **Rent**

   c. The monthly rent payable by the Lessee to the Lessor in respect of the lease shall be ..........................................................

   d. The rent shall be paid in advance and by the 7th day of each month into the following banking account ........................................................... nominated by the lessor

2. **Condition of Premises**

   a. The Lessee acknowledges that on taking possession of the Premises, the Premises are in good order and repair.

3. **Use of Premises**

   a. The Premises shall be used by the Lessee for COMMERCIAL/RESIDENTIAL purposes only.

   b. The Lessor does not warrant that the Premises are suitable for the Lessee's purposes.

4. **Alterations, fixtures and fittings**
a. The Lessee shall not make any alterations or additions to the Premises without the prior written consent of the Lessor.

5. **Non-liability of Lessor for defects**

   a. The Lessor shall not be liable to the Lessee for any injury, loss or damage of any description which the Lessee, or any employee, agent, or visitor of the Lessee, may sustain at the Premises, even if sustained by reason of any defect in the Premises or for any act done or neglect on the part of the Lessor or of any of the Lessor's employees or agents.

6. **Breach**

   a. If:

      i. any rent is not paid on due date; or

      ii. the Lessee commits any breach or fails to observe or perform any of the terms and conditions of this Agreement and remains in default for a period of fourteen (14) days after the giving of notice in writing by the Lessor drawing attention to the breach or omission and requiring it to be remedied;

      iii. then the Lessor may immediately cancel this Lease and re-enter upon and take possession of the Premises, without
prejudice to any claim for damages which the Lessor may have against the Lessee for any breach of the Lease by the Lessee.

7. **Termination by notice**

   a. Either Party may terminate this Agreement by giving to the other Party written notice of at least three (3) months.

8. **Inspection of the Premises**

   a. The Lessor, or any authorised agent, may enter upon the Premises at all reasonable times for the purpose of inspecting the Premises and ensuring compliance with the terms and conditions of this Lease.

9. **Cession and Assignment**

   a. The Lessee may not sublet the whole or any part of the Premises, nor cede or assign any of the Lessee’s rights in terms of this Lease, except with the prior written consent of the Lessor.

10. **Whole agreement and variation of the Lease**

    a. This Agreement is the whole agreement between the Lessor and the Lessee and there have been no warranties, guarantees,
representations or conditions precedent save as are specifically recorded. No alterations or variations of this Lease shall be of any effect unless in writing and signed by both Parties.

11. **Waiver of rights**

   a. The rights of the Parties under this Lease shall not in any way be prejudiced by any extension of time or other indulgences which may be granted by one Party to the other in respect of the performance of any of the other Party's obligations in terms of the Lease.

12. **Notices**

   a. The Parties choose *domicilium citandi et executandi* for all purposes under this Lease at the following addresses, where all legal notices and legal processes in relation to this Agreement may be effectively delivered and served:

   i. Lessor:

      ..........................................................................................

   ii. Lessee:

      ..........................................................................................
DATED at ........................................ this day of 20........

AS WITNESSES:

1. _____________________ ........................................ Lessor
2. _____________________

DATED at ........................................ this day of 20......

AS WITNESSES:

1. _____________________ ........................................ Lessee
2. _____________________