

# AGREEMENT OF LEASE

## MADE AND ENTERED INTO BY AND BETWEEN:

1. The trustees for the time being of:

**THE SPEEDORIKOS GONZALOS HOLDING TRUST**  
Registration Number: IT2790/97

Herein represented by Jan Nel, duly so authorised

(Hereinafter referred to as the **LESSOR**)

Of:  
Mezzanine Floor, Corner House  
77 Commissioner Street  
Johannesburg  
E-mail: jan@urbanocean.co.za

**AND**

2. Name:

Identity number:

(Hereinafter referred to as the **LESSEE**)

Of (Address):

E-mail:

Cell Number:

The LESSOR hereby lets and the LESSEE rents from the LESSOR, on a non-exclusive basis:

One bed in certain residential apartment no. \_\_\_\_ (a \_\_\_\_ sleeper apartment) in:

1 Bedroom at R5 995 per month

2 Bedroom at R3 995 per month

3 Bedroom at R3 750 per month

4 Bedroom at R3 150 per month

5 Bedroom at R2 850 per month

6 Bedroom at R2 650 per month

Such that the LESSEE shall have shared contemporaneous use of the premises with third parties who have or may still enter into a similar agreement of lease with the LESSOR in respect of the premises

(The apartment hereinafter referred to as “the premises” and the building of which the apartment forms part, hereinafter referred to as “the Building”)

**ON THE FOLLOWING TERMS AND CONDITIONS:**

1.

The agreement shall commence on  and, subject to any right of the LESSOR herein set out to terminate the agreement at an earlier date, shall terminate:

1.1 on the day before the first anniversary of the commencement date, or:

1.2 upon the following agreed date: \_

2.

2.1 The non-refundable registration and booking fee payable by the LESSEE to the LESSOR in respect of the LESSEE's shared use of the premises is the amount of R 1 750.00

2.2 The rental payable by the LESSEE to the LESSOR in respect of the LESSEE's shared use of the premises is the amount of: \_\_\_\_\_

Rental is payable on the first day of each month on or before 10AM in advance to the following bank account of the LESSOR:

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Name: Speedorikos Gonzalos Holding Trust

Bank: Nedbank

Code: 198765

Account number: 1136 472 177

*Please use STUDENT NAME AND SURNAME as a reference for payment.*

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3. The premises are fitted with an electricity and water consumption meter. The lessor will be liable for payment of such amounts charged up to the amount of R180 000-00, charges exceeding this specified amount will be divided on a pro rata basis between all tenants.

4. Municipal property tax in respect of the Building shall be for the account of the LESSOR.

5. Should the LESSEE cancel this agreement for whatever reason then such cancellation fee will be equal to 3 months rental or the balance due on the remainder of the lease, whichever is the lowest. Such amount will become due and payable immediately.

6. The LESSEE is required to obtain a clearance certificate from the LESSOR prior to vacating or removing any of his/her valuables. No clearance certificate will be issued before an inspection of the room by the LESSOR and confirmation that the account is not in arrears.

7. The LESSEE shall not have the right to cede or assign this agreement, or to sublet the whole or any portion of his/her co-use of the premises without the prior written consent of the LESSOR.

8. The premises is co-let to the LESSEE for the purposes of residential accommodation and the LESSEE shall at all times keep the inside of the premises in the same good order and repair in which it is at present, save that the LESSOR shall be liable to repair any structural defects (not including those caused by the LESSEE which may appear in the premises during the course of this lease. In the event of any damages to the room, furniture or any other permanent fixtures, the tenant shall notify the LESSOR within 24 hours of such damage, failing which the LESSEE will be held liable for such damages.

9. The LESSOR will have the right to move the LESSEE to any room with the same number of beds on any floor and/or to any building in order to maximise the LESSOR'S occupancy levels.

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10. The LESSEE shall not make any alterations or additions to the premises, whether structural or otherwise, without the prior written consent of the LESSOR. The LESSEE however waives any lien of any nature against the LESSOR in respect of any improvements made by the LESSEE to the premises and the LESSEE have no claim for compensation or enrichment against the LESSOR in respect of such improvements.

11. The LESSOR shall maintain the exterior of the premises and the Building in good order and condition, but the LESSOR shall not be liable to the LESSEE for any loss or damage done to any property of the LESSEE on the premises (of whatsoever nature), whether due to leakage of water or to rain, wind, hail, lightning, flood, explosion, fire, or by reason of strikes, riot or enemies of the Republic. The LESSOR and its caretakers, workmen or agents shall be at liberty at all reasonable times to enter into or upon the premises for the purpose of inspecting the same and/or to do and carry on any work that may require to be done to the said premises, and the LESSEE shall not be entitled to claim any remission of rent in respect of the foregoing, provided however, that the beneficial enjoyment by the LESSEE of the leased premises shall in no way be interfered with.

12. The LESSEE hereby acknowledges that he/she shall not under any circumstances have any claim or right of action whatsoever against the LESSOR for any damages, loss or otherwise, nor be entitled to withhold or defer payment of rent, or to apply set-off against the LESSOR, by reason of the premises or the Building being in a defective condition or falling into disrepair or any particular repairs not being made by the LESSOR or for any other reason whatsoever.

13. If the premises is destroyed by fire during the currency of this agreement in such manner as to render the same unfit for the purposes of this agreement, and if the LESSOR shall within 90 (NINETY) days of the destruction elect to rebuild the same, then this agreement shall not in consequence be terminated but the LESSEE shall not be liable for payment of rent during the period of such rebuilding. After having elected as aforesaid, this agreement shall be extended for a period equal to that during which the LESSEE is relieved of his/her obligations to pay rent as aforesaid. If the LESSOR does not so elect, this agreement shall be cancelled as at the date of the destruction thereof. Should the LESSOR elect to rebuild the premises the LESSOR shall proceed expeditiously with such rebuilding. In the event of partial destruction to the premises by fire, the LESSEE shall enjoy an abatement of rent proportionate to the extent by which the LESSEE shall be deprived of the beneficial occupation of the premises until the premises shall have been rebuilt or reinstated; in the event of disagreement the amount of such abatement shall be determined by arbitration.

14. The LESSEE shall not during the currency of this agreement dispose of or remove from the premises any fixtures, furniture or other movable assets.

15. In the event of the premises being damaged by burglary, the LESSEE shall be liable to repair and make good such damage at the LESSEE'S own expense.

16. The parties hereto consent to the jurisdiction of the Magistrate's Court, notwithstanding the nature or content of the subject matter which is disputed.

17. The LESSEE acknowledges that no warranties, representations or promises have been made by the LESSOR or its agents, concerning the lease or the leased premises or any other matters and this agreement is not subject to any suspense conditions whatsoever.

18.

18.1 The LESSEE acknowledges that the rental is due on or before the first day of each and every month before 10AM.

The LESSOR may demand a deposit equal to 1 month's rent should the Lessee pay his/her rent later than the specified date, and that the LESSOR has the right to deactivate the LESSEE'S access card / biometric access, should the rental and deposit charged not be paid. As soon as the rental and deposit is settled, access will be granted.

18.2 The LESSEE acknowledges that he/she is not allowed to assist anyone to gain unauthorized access to the building. Anyone found doing so will have their fingerprint deactivated and will be charged a spot fine of R2 000 due and payable immediately prior to the re-activation of his/her fingerprint.

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19.

19.1 In the event of the LESSEE failing to comply with any of his/her obligations in terms of this agreement, and remaining in breach after seven (7) days written demand, the LESSOR shall be entitled forthwith to either cancel this agreement and to terminate the LESSEE's access to the premises, or to enforce the terms of this agreement.

19.2 In the event that the LESSOR cancels this agreement and the LESSEE remains in co-occupation of the premises notwithstanding such cancellation, the LESSEE shall remain liable for payment of an occupational charge equal to the agreed rental.

19.3 Nothing in this clause shall be construed to exclude any claim which the LESSOR may have against the LESSEE for damage which the LESSOR may suffer by reason of the LESSEE's breach, whether the LESSOR cancels the agreement or elects to enforce the agreement against the LESSEE.

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**OTHER PROVISIONS:**

20.1 The LESSOR shall for the currency of this agreement render daily sweep and mop services in respect of the communal area of the premises, specifically excluding any bedrooms, dishwashing, and which service shall be rendered by the LESSOR for no additional charge.

20.2 The parties choose as their respective *domicilia citandi et executandi* for all purposes under this agreement the addresses set out on the first page hereof.

20.3 A party may at any time change that party's domicilium by notice in writing, provided that the new domicilium is in the Republic of South Africa.

20.4 Any notice given in connection with this agreement may :

20.4.1 be delivered by hand; or

20.4.2 be sent by prepaid registered post; or

20.4.3 be sent by telefax; or

20.4.4 be sent by e-mail

20.5 A notice given as set out above shall be deemed to have been duly given :

20.5.1 if delivered by hand, on the date of delivery;

20.5.2 if sent by post, 7 days after posting;

20.5.3 if sent by telefax, on the day that the telefax is transmitted.

20.5.4 if sent by e-mail, on the day that the e-mail is transmitted

20.6 Any and all claims the LESSOR may in terms hereof have acquired against the LESSEE for damage to the premises, or for loss or theft of movables kept on the premises shall be joint and several against all co-occupants of the premises, including the LESSEE, such that the LESSOR shall be entitled to claim such damages, in its sole discretion, from the LESSEE only.

20.7 The LESSOR will provide fair use policy Wi-Fi available to all tenants at no cost. The LESSOR cannot be held liable for any service interruptions that are caused out of the LESSOR'S control.

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20.8 The LESSEE's occupation of the premises is specifically also subject to the LESSOR's House Rules, a copy of which is attached hereto and which House Rules form part of this agreement as if the said Rules were specifically herein incorporated. As such any breach of the House Rules constitutes a breach of this agreement.

20.9 The LESSOR will implement house rules and the LESSEE undertakes to abide to these rules. The LESSOR will have the right to change or implement any rules from time to time and the LESSEE and LESSOR agree that such rules will form an integral part of this agreement.

20.10 In the event of any provision of this agreement being found to be either invalid or unlawful or unenforceable, for whatsoever reason:

20.10.1 such provision shall be divisible from the balance of the agreement;

20.10.2 such provision shall be deemed to be *pro non scripto*;

20.10.3 such provision shall not affect the balance of the agreement and the balance of the agreement shall remain valid and enforceable in all respects.

20.11 No amendment, variation or consensual termination of this agreement shall be binding upon the parties unless reduced to writing and signed by both parties hereto, and any indulgence which the LESSOR may show to the LESSEE, and more particularly any act of the LESSOR and/or her agents in accepting any payment after due date or in accepting a lesser sum than the amount due, shall in no way prejudice the LESSOR'S rights or be construed as a waiver of same by the LESSOR.

20.12 It is recorded that this agreement constitutes the entire contract between the parties and that there were no prior representations or warranties given which induced the contract, save in so far as such warranties or representations are set out herein.

ANNEXURES FORMING PART OF THIS LEASE:

Annexure A:  
List of permanent fixtures

Annexure B:  
House Rules

THUS DONE AND SIGNED AT JOHANNESBURG on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

**AS WITNESSES:**

1. \_\_\_\_\_  
(LESSEE)

THUS DONE AND SIGNED AT JOHANNESBURG on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

**AS WITNESSES:**

1. \_\_\_\_\_  
(LESSOR)

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**ANNEXURE A:**

List of permanent fixtures:

- Bed x number of bedroom unit
- Mattress x number of bedroom unit
- HD Television x 1
- Fridge x 1
- Cupboards x number of bedroom unit
- Desks
- Study Chairs
- Lights
- Lights switches and plug points
- Window Blinds x number of windows

**ANNEXURE B:**

# **HOUSE RULES**

## **URBAN OCEAN STUDENT ACCOMMODATION**

### **WATER & ELECTRICITY**

Water and Electricity are metered and billed monthly to each student separately. Should the total usage of the building exceed R180 000-00, charges exceeding this specified amount will be divided on a pro rata basis between all tenants. In order to maintain a regular level charged, we request that you please:

- Use only what is necessary. Please switch off all lights and appliances while not in use.
- Use water sparingly. Please report any leaks or defects to the security or building manager as soon as detected.
- Keep the bathrooms and kitchens in the clean state that you would like them found.
- Kettles, toasters and heaters are not allowed in the rooms and will be confiscated.

### **CONSIDERATION FOR OTHERS**

Serious and disorderly behaviour that results in the disturbance of others may lead to immediate termination of the lease agreement. In such cases you will be liable for full charges set out in the lease agreement.

Music or other sound at unreasonably loud levels is strictly forbidden. The Lessor reserves the right to confiscate any music equipment in the event that the Lessee does not adhere to this. Equipment will be returned to the Lessee at the end of each term. Shouting, calling or talking in a raised voice is not acceptable. Running in corridors, common space areas and other areas of the building are not permitted. Report your disturbances to Security.

### **CARE OF BUILDINGS, COMMONS AREAS, ROOMS & FURNISHINGS**

It is your duty to keep your room clean and tidy at all times. The full cost of repairing any item of furniture or electrical appliance provided by us will be taken from your deposit.

The Lessor will clean the common areas on a daily basis. Please dispose of any refuse in the bins provided. Insects and rodents are a health risk, therefore to prevent them all food kept in your room to please be stored in a suitable container or sealed tightly and stored in the refrigerator provided.

The furniture in your rooms may not be removed from your room. If you are seen to be taking furniture, a spot fine of R1 000 will incur. Should we find that the state of your room is such that there may be a potential health risk, you will be formally asked to clean your room. Should the problem persist, we will arrange for the room to be cleaned and all costs will be for your account.



The cooking of your own food in your room is strictly forbidden. You may not remove any microwaves, ovens or hot plates from the communal kitchen, anyone found removing such appliances will receive an immediate spot fine of R1 000. Clothes or other items may not be hung from the windows of the building or in the communal bathrooms. If you are seen to be doing so, a spot fine of R1 000 will incur.

Please do not soil, mark, litter, permanently fix or damage your rooms or the common areas of the building. It is in your best interests to keep the building in a clean and orderly state. Toilets must not be used for the disposal of any foreign objects, only domestic toilet paper may be flushed down the toilet. The blocking of any water outlets will require a R1 000 spot fine for it's repair.

### **SMOKING & DRUGS**

The building is a smoke free zone. Smoking or the taking of any drug is strictly prohibited within your rooms, commons areas and the building, anyone found doing so will receive an immediate spot fine of R2 000. You may not use, store or sell any non-prescriptive drugs or narcotics in the building. Should any form of drug be found on your person or in your room, we reserve the right to immediately terminate the lease agreement and report you to the South African Police Service.

### **MEDICAL CONDITIONS AND DISABILITIES**

Should you suffer from any medical illness or disability, we would appreciate your notifying us so that we are in a position to be of assistance in the event of a medical emergency.

### **SECURITY & SAFETY**

We cannot be held responsible for any losses that you may incur whilst residing in our building. In light of this, please keep your belongings and room locked at all times and ensure that the windows are closed when you are not present in your room. The key for your room must never be given or lent to any other person. Please ensure there is no key tag or identification that would make it easy to identify the room or building that it belongs to.

It is vital you take good care to ensure that you never lose or leave your key in a place that it could be stolen or lost. We will not be held responsible for any theft or burglary involving your possessions.

In the event of a lost or stolen key, the entire locking system will need replacing to ensure the safety and security of your fellow students. You will be liable for the cost/minimum R1000,00.

Tampering with any security or fire fighting equipment is a serious offence and is strictly forbidden. Should you tamper with the equipment in any way, we reserve our right not only to have you arrested but also to lay criminal charges against you. You will be held liable for the full cost of repair. In addition, a spot fine of R3 000 will become due and payable immediately.

The use of gas heaters, candles, oil lamps, incense or anything that produces a naked flame is a potential fire hazard and is strictly forbidden.

We reserve the right to search your bags (including your visitors) at any time and confiscate any firearms, weapons, drugs, or any illegal substances.

The doors to our balconies are welded shut for your safety. **It is strictly forbidden to access the balconies on 1<sup>ST</sup> & 10<sup>th</sup> Floor.** Anyone found to be doing so will not only have their lease agreement immediately terminated but will be forced to leave the premises immediately. Should any doors be found open in these rooms, a spot fine of R2 500 will be due and payable immediately.

## **VISITORS**

Visitors are welcome provided they observe these house rules, the terms of the lease agreement and are considerate to the fellow students.

No student may have more the TWO visitors at any given time.

All visitors are required to report to security and are not allowed direct access to your room.

Visitors will be required to leave either their student cards or identity documents with security prior to being allowed access to the building.

You will be required to collect all visitors at the entrance of the building. No visitors are allowed to remain in the building without your presence. You will be wholly responsible and financially liable for any damaged caused by your visitor.

Visitors have access to the building from 09h00 to 18h00.

Sleeping overnight is not permitted. Should we find that you have granted a visitor the right to sleepover, a spot fine of R2 000 will become due and payable immediately.

Management reserves the right to place further restrictions on the access of visitors in the event that utility consumption increases dramatically, visitors' behaviour is inappropriate or the building's maximum people capacity is compromised in any way.

## **GENERAL**

Firearms or any other form of weapon, eg. Knives, batons etc. is strictly forbidden. No group meeting or demonstration will be permitted without prior approval. Pamphlets, posters or stickers of any nature may not be placed or handed out in the building without prior consent.

Failure to observe any of these House Rules will constitute a breach of the Lease Agreement and may lead to termination of the Lease with immediate effect.

## **THEFT**

Should any property belonging to Urban Ocean Property Developers go missing the cost to replace these items will be divided by all the tenants of the building and invoiced accordingly.

## **EMERGENCY CONTACT DETAILS**

Ambulance - 10177  
Nationwide - 10111  
Cell phone - 112  
Security - 011 551 1600  
24hr Security - 0861 222 000  
SAPS - 011 624 6060  
Maintenance - 078 533 7391

Management reserve the right to make changes when deemed necessary.

## **DISCLAIMER**

Please refer to the Disclaimer Clause located in each room and within the building.

and understood the terms

Please sign here: