

STORAGE UNIT RENTAL AGREEMENT – UNIT

DETAILS

Name of Lessee:

Street Address

VAT Number

Telephone Number Work Number

Cell Number

E-Mail

Employer name:

Work Address

Type of goods to be stored:

FOR OFFICE USE ONLY

Occupation date ("effective date")

*Rental period ("usage period")

Monthly rental

Deposit amount

First month's rent

TOTAL PAID

Date Paid

*The rental period is the initial period of the lease. Should the Lessee continue occupation after this period ends, it will be deemed that the lease continues on the same terms and conditions on a month-to-month basis. By signing this document, an agreement of lease is agreed between Deep South Storage (the Lessor) and the Lessee. The Lessee acknowledges hereby the suitability of the unit and accepts that he/she is bound by the terms and conditions attached, which forms an integral part of this lease agreement.

Signed at on this day of 20

Full name of Lessee

Signature of Lessee

Signed on behalf of Jenkinson Properties CC T/A Deep South Storage (the Lessor):

Signed at on this day of 20

Full name of lessor

Signature of lessor

STORAGE RENTAL UNIT AGREEMENT – TERMS AND CONDITIONS

Subject to the following terms and conditions, the Lessor agrees for the Lessee to hire its storage facility:

1) USE AND TYPES OF GOODS ALLOWED

The units may not be used as a dwelling, workshop or shelter of any kind. Only movable property, as per the Storage Unit Rental Agreement, may be stored. No goods that are perishable, illegal, hazardous, a fire risk, explosive, foul smelling or anything that constitutes a risk or nuisance to the staff or other lessees of the units, in any way, may be stored. Nothing is allowed to be attached to the roof trusses, rafters or the walls of the buildings. Should this clause be violated in any way the items will be removed and disposed of at the Lessee's expense and with no compensation to the Lessee. If reasonably possible, the Lessee will be given notice of the removal and disposal. The Lessee warrants that all goods stored are its own property or goods which it is legally entitled to.

2) ACCESS

The caretaker is on-site permanently and will be available to give access. Visits to the storage unit may only take place between the hours of 6 am to 7 pm, Monday to Sunday. Any visits outside of these hours need to be arranged previously with the Lessor.

3) LOCKING

All storage units have one bolt, but with two padlock holes. A padlock must be provided by the Lessee for one of the bolt holes, leaving the other free. The second bolt hole is for the sole use of the Lessor, whom will be entitled to lock it.

4) STORAGE RENTAL

The monthly storage rental may be increased, with no less than one (1) calendar month's written notice to the Lessee at any time. Where applicable the Lessor may adjust the Lessee's debit order accordingly. Should the Lessee not be prepared to continue rental of the storage unit at the increased rate, the Lessee may give a notice in accordance with clause 5 below, but will be obliged to pay the increased rental, until such time the storage unit is vacated.

5) CANCELLATION OF RENTAL AGREEMENT AND VACATING OF UNIT

A written notice period of intention to vacate of twenty (20) days shall be given by the Lessee to the Lessor. Failure to do so will result in 20 days' rental being deducted from the deposit amount. The Lessee must leave the storage unit clean, empty and without damage. The storage unit must be vacated by 4pm on the last day of the usage period. An official handover together with the Lessor (or representative) must be done to confirm the condition of the storage unit, to avoid any deductions from the deposit.

6) DEPOSIT

The Lessee must pay one months deposit per rented unit, together with the first month's rental. The deposit will be refunded, free of interest, to the Lessee within fourteen (14) days after the expiry date of the usage period, after deductions are made for unpaid rental or costs incurred by the Lessor for the repair or cleaning of the storage unit, or the removal of any property left in the storage unit, should this be necessary. The deposit shall not constitute the last month's rental.

7) PAYMENT OF THE STORAGE RENTAL

The storage rental will be paid by the Lessee, in advance, on or before the first day of each and every month. If the payment is late, the Lessor shall be entitled to an administration fee of R100 (one hundred rand). Rental that is overdue for thirty (30) days or more will result in legal action being taken, the storage unit opened and the goods stored therein sold, the proceeds of which will be applied towards the outstanding rental.

The banking details for all rental payments to be made are:

Bank	Capitec Business
Account Name	Jenkinson Properties CC T/A Deep South Storage
Account Number	1054664005
Branch Code	450105

STORAGE RENTAL UNIT AGREEMENT – TERMS AND CONDITIONS

8) INSURANCE AND RISK

The Lessor will not be liable for any loss or damage to the Lessee's property. It is the Lessee's responsibility to insure his/her own property for the period it is stored at the Lessor. However, the Lessor will endeavour at all times to keep the Lessee's stored property safe.

Please note every effort has been made to make the units watertight. However, due to the nature of the roller doors and unpredictable extreme weather conditions, we cannot guarantee complete protection from water ingress under the roller door.

9) BREACH

9.1) The Lessor shall be entitled to cancel this rental agreement, or demand specific performance to the Lessee's obligations, together with any damages suffered by the Lessor, as a result of the Lessee failing to meet his/her obligations under this agreement, provided that the Lessor give the Lessee twenty (20) days written notice.

9.2) The Lessee hereby pledges to the Lessor, as security for its obligations in terms of this agreement, all goods stored by the Lessee in the storage unit. In this regard, the Lessee agrees that the act of storing goods in the storage unit will constitute delivery of the said goods to the Lessor, thereby constituting the pledge.

9.3) Should the Lessee fail to remove his/her goods from the storage unit, in accordance with clause 5 above, in the event of the cancellation of this agreement, the Lessor will be entitled to remove the Lessee's lock, retake possession of the storage unit and sell or otherwise dispose of the Lessee's goods.

9.4) The Lessor shall have tacit hypothec and lien on all goods stored in the storage unit to secure payment of all amounts due to the Lessor under this agreement. In terms thereof, the Lessee shall not be entitled to remove any goods from the storage unit until all its debts are paid in full to the Lessor.

9.5) The Lessee hereby warrants that he/she is the lawful owner of all goods stored in the storage unit and that such goods are free from any claim which might arise from a third party. _____*

9.6) In the event of non-payment of any monthly rental/s and/or any other amounts due by the Lessee to the Lessor, the Lessee hereby irrevocably agrees and authorizes the Lessor to sell all goods stored in the unit by public auction to the highest bidder on the condition that the Lessor has fulfilled the following procedures: _____*

9.6.1) The Lessor has given the Lessee twenty (20) days written notice of his/her breach of the agreement and the amount owing to the Lessor in terms of the agreement and to demand ratification of such breach within twenty days, failing which the Lessor cancels the agreement without any further notice to the Lessee.

9.6.2) In the event that the Lessee has failed to rectify their breach of the agreement within the 20 day period, as mentioned herein above, the Lessor will then give the Lessee a further 20 days written notice of its intention to sell the goods on public auction in order to recover all amounts owing by the Lessee to the Lessor in terms of the agreement.

9.6.3) After the lapse of the above periods and the Lessee has still failed and/or neglected to rectify his /her breach of the agreement, the Lessor will be entitled to and is hereby authorized by the Lessee to immediately proceed with a sale by public auction of the goods stored in the unit. The nett proceeds of such auction will be utilized to recover the outstanding amounts owing to the Lessor by the Lessee. Should the nett proceeds recovered be in excess of the outstanding amount owing, the balance of the funds will be paid to the Lessee by the Lessor within (10) days after the date of auction. _____*

9.6.4) The Lessee hereby irrevocably authorized the Lessor to hold the above mentioned public auction at the premises of the Lessor and will be authorized to appoint a registered auctioneer to attend to the public auction. _____*

9.7) The Lessee can at any stage before the public auction, reclaim all goods in the unit and stop the public auction of the goods, by paying the full outstanding amount owing to the Lessor in terms of the agreement as well as all legal and/or auctioneering costs incurred by the Lessor in terms of the agreement. The Lessee must immediately remove all goods stored in the unit on payment of the amounts mentioned herein above.

STORAGE RENTAL UNIT AGREEMENT – TERMS AND CONDITIONS

10) ADDITIONAL PROVISIONS

10.1) The Lessor shall not be liable for damages arising out of the Lessee's use of the storage unit, including, but not limited to matters beyond the control of the Lessor.

10.2) By the signing of this agreement the Lessee confirms that he/she has read and understood all terms and conditions and raised questions which require clarification. The Lessee also understands that the terms covered in clause 9 may have serious legal consequences.

10.3) The Lessor will not lose any of its rights under this agreement if it does not immediately and in every instance insist on them.

10.4) Should the Lessor bring legal proceedings against the Lessee to enforce payments of amounts owed to it, the Lessee shall be responsible to pay all costs the Lessor incurs in collecting the payment on an attorney and client scale. The Lessee consents to the jurisdiction of the Magistrate's Court having jurisdiction over the area in which the storage unit is loc

10.5) The Lessee hereby chooses his/her domicillium citandi et executandi as the physical address as recorded in this agreement for the purpose of the service of all legal processes on the Lessee. The Lessee hereby agrees that all notices/letter of demands, invoices, statements etc in terms of this agreement can be sent to him/her via email, WhatsApp or registered post or by hand (which includes service by the Sheriff) and that he/she has received delivery of such notices/letter of demands, invoices, statements etc within 12 hours of sending such correspondences and in the event of registered post within 3 days from date of postage and immediately in the event of service by hand.

10.6) This agreement constitutes the whole agreement between the parties. No variations and/or amendments of this agreement will have any force and/or legal effect except if such variations and/or amendments are in writing and signed by both parties.

Signed at on this day of 20

Full name of Lessee

Signature of Lessee

Signed on behalf of Jenkinson Properties CC T/A Deep South Storage (the Lessor):

Signed at on this day of 20

Full name of lessor

Signature of lessor