



www.mystoragesa.co.za

1. DETAILS OF CUSTOMER

Customer Name/Company Name: _____

ID No/Reg No: _____

Postal Address: _____ Physical Address: _____

Tel: (h) _____ (w) _____ (c) _____

Fax: _____ E-mail: _____

2. ITEMS TO BE STORED: _____

(see conditions overleaf)

3. PERIOD APPLIED FOR – FROM: _____ TO: _____

4. UNIT DESCRIPTION – SIZE: _____ Square Metres NUMBER(S): _____

5. ALTERNATE CONTACT

Name: _____ Tel: _____

6. WHO HAVE ACCESS

Name 1: _____ ID Number: _____ Tel: _____

Name 2: _____ ID Number: _____ Tel: _____

7. CHARGES FOR RENTAL

UNIT RATE PER MONTH R _____

PRO RATA RENTAL R _____

TOTAL AMOUNT DUE R _____

8. BANKING DETAILS (direct deposit/electronic/internet banking)

Account Name: My Storage SA

Bank: ABSA

Branch Code: 632005

Account Number: 409 711 2545

I CONFIRM THAT I AM BOUND TO THE TERMS AND CONDITIONS ATTACHED HERETO AND AGREE TO ADHERE THERETO

SIGNED at _____ on this _____ day of _____ 20_____

LESSOR

LESSEE

1. **DURATION**
- 1.1 The lease will commence on the date specified above and terminate by either party giving the other party one calendar month's written notice. Should the Tenant fail to give notice as aforesaid, he/she will be liable for the rent of the unit during the notice period.
- 1.2 The LESSEE will be liable to vacate the unit in full before termination of the agreement, failing which the LESSEE will be liable for a full month's rent.
2. **USE OF UNIT**
- 2.1 The LESSEE shall use the unit solely for storage purposes and for no other purpose whatsoever.
- 2.2 The LESSEE shall:
 - 2.2.1 not allow that any refuse pile up on the inside or outside of the unit;
 - 2.2.2 not store any goods that are likely to attract or already infested with any insects, beetles or moths.
 - 2.2.3 not make any structural alterations or additions to the unit;
 - 2.2.4 do anything which might increase the rate of fire insurance premium payable on the building;
 - 2.2.5 not permit any contravention of any statute, ordinance, regulation or any town planning scheme, body corporate or home owners association rules or title deed condition application to the unit;
 - 2.2.6 not do or permit to be done in or about the unit anything which may constitute a nuisance or inconvenience to the occupiers of other unit in the vicinity;
 - 2.2.7 not operate any business activities from the unit;
 - 2.2.8 not do anything which, in the opinion of the LESSOR, may pose any risk to the LESSOR or its neighbours;
 - 2.2.9 not contravene any rules or regulations applicable to the unit.
- 2.3 The LESSEE will be responsible for the proper and secured packaging of all goods to be stored as well as the proper packing thereof in the unit, as to not damage the goods or the unit.
3. **CONDITION OF UNIT**
- 3.1 The LESSEE shall within five (5) days after the Commencement Date advise the LESSOR in writing of any defect in the unit. Should the LESSEE neglect to do this, the LESSEE shall be deemed to have accepted the unit in first class order and condition and without defect therein.
- 3.2 At the termination of this Agreement, whether by effluxion of time or otherwise, the LESSEE shall redeliver the unit to the LESSOR in the same first class, good order and repair as existing at the signing of this Agreement.
4. **INSURANCE**
- 4.1 **The LESSEE will be responsible for comprehensive insurance of the contents of the unit, including damage or loss due to burglary, theft, bobbery, breakage, fire, storms, flood, earthquake, tempest, riots, labour strikes, civil commotion and public liability;**
- 4.2 Further to clause 2.2.4, the LESSEE shall not store any goods on the unit which are perishable, dangerous, noxious, corrosive, illegal, flammable or explosive goods.
- 4.3 Should the LESSOR suffer any damages due to the LESSEE'S failure to adhere to clause 4.2, the LESSOR shall be entitled, without prejudice to any other remedy the LESSOR may have in law, to claim such damages from the LESSEE, including increased insurance premiums in respect of the unit.
- 4.4 The LESSOR will be entitled to remove any dangerous item from the unit without notice to the LESSEE and the LESSEE indemnifies the LESSOR against any damages in this regard.
- 4.5 The LESSEE indemnifies the LESSOR against any criminal or civil action with may arise due to any illegal goods stored in the unit.
- 4.6 The LESSEE will supply its own lock for the unit and keep the key(s) safe at all times.
5. **LESSOR'S LIEN OVER CONTENTS OF UNIT, NON PAYMENT AND COLLECTION**
- 5.1 For the duration of the Lease, the LESSOR shall have a lien over the contents of the unit for any outstanding rent due to the LESSEE by the LESSOR;
- 5.2 In addition to clause 10.3, interest at a rate of 2% (two percent) above the prime lending rate of ABSA Bank Limited, will be charged on any outstanding amount due to the LESSOR by the LESSEE from date on which the said amount was due, until payment thereof, both days included.
- 5.3 **Should the LESSEE be in arrears for a period of two months with its monthly rent, the LESSOR will notify the LESSEE of such breach. Should the LESSEE not rectify its breach within 7 (seven) days', the LESSOR will be entitled to, without further notice to the LESSEE, access the unit and sell the contents to recover the amounts due to the LESSOR by the LESSEE.**
- 5.4 The LESSEE will be liable for all legal costs, including but not limited to all legal costs on attorney own client scale, auctioneers' fees, removal fees and clean-up fees.
- 5.5 The balance of the funds, after deduction of the funds owed to the LESSOR, including the outstanding rent, as well as rent for the period in which the contents were stored by the LESSOR pending the sale thereof, and all legal, auctioneers and other fees, shall be refunded to the LESSEE, without any interest thereon.
- 5.6 **Should the LESSEE failed to inform the LESSOR of any change of contact details or address and the LESSOR are unable to reach the LESSEE, the LESSOR will be released from any liability whatsoever in respect of the stored goods or refund and the contents of the unit will be seen as abandoned by the LESSEE.**
- 5.7 Regardless of the aforesaid conditions, the LESSOR will be entitled to exercise any other rights they have in law in respect of non-payment by the LESSEE.
- 5.8 Should the proceeds from the sale of the contents of the unit be insufficient to cover the amount due to the LESSOR by the LESSEE, including any other costs and fees incurred by the LESSOR due to the LESSEE's default, the LESSEE will effect payment of the balance within 7 (seven) days after receipt of written notice to the effect.
- 5.9 Should the contents of the unit or any part thereof not be sold, same will be seen as abandoned by the LESSEE and disposed of by the LESSOR. The costs of such disposal will be for the LESSEE'S account.
- 5.10 The LESSOR may in its sole discretion move the contents of the unit to another facility / auctioneers pending the auction, to enable them to lease the unit to another tenant. The said removal fee and rent at the alternative facility will be for the LESSEE'S account.
- 5.11 The LESSEE confirms that after one month of non-payment, MyStorageSA will replace the lock on the unit and take possession of the unit and its contents, to enable them to exercise the above Lien over the contents of the unit. Upon receipt of full payment of all arrear rent and other costs and fees incurred by the LESSOR, the LESSEE will take possession of the unit and its contents. Replacement of the lock will be for the LESSEE'S account.
- 5.12 **The LESSEE'S signature to this agreement will constitute his consent to the provisions of the above clause.**
6. **DESTRUCTION OF OR DAMAGE TO THE UNIT**
- 6.1 In the event of the unit being so damaged as to render it wholly or partially untenanted, the LESSOR shall, within 1 (one) month of the date of its being notified of such damage, notify the LESSEE in writing whether or not it proposes to restore the unit or to cancel the Agreement;
- 6.2 Should the LESSOR not notify the LESSEE of his decision, it will be deemed that the LESSOR have elected to cancel the Agreement with effect from the date of the said damage to the unit.
- 6.3 Should the LESSOR elect to restore the unit it shall do so as expeditiously as is reasonably possible in the circumstances. The LESSEE shall be entitled to a proportionate remission of Rental to the extent that beneficial occupation has been lost to it until such time as the unit has been restored;
- 6.4 Neither in the event of termination in terms of the foregoing nor in the event of restoration of the unit or cancellation of this Agreement, shall the LESSEE have any claim for damages against the LESSOR.
7. **MAINTENANCE**
- With exclusion of the structure of the unit, the LESSEE shall be liable for the maintenance of the interior of the unit hereby let and shall from time to time, at his own cost, maintain and repair the interior of the unit (including but not limited to all doors, windows and glass (if any))
8. **EXCLUSION OF GUARANTEES**
- The LESSEE confirm and agree that the LESSOR have not given any guarantees of whatsoever nature, either expressly or implied, other than contained in this Agreement, and more specifically that the LESSOR have not given a guarantee that the unit is fit for the purpose for which the

LESSEE shall utilize the unit for. Accordingly, there will be no duty on the LESSOR to make any alterations or additions to the property to enable the LESSEE to use the unit.

9. **NON-LIABILITY OF LANDLORD**
- 9.1 The LESSOR, nor its agents, employees and the like shall not be responsible for any failure, cessation, interruption or fault for any damages, personal injuries or damages to unit or its contents (including consequential damages) that may be sustained by the LESSEE in or outside of the unit, its employees, customers or visitors as a result thereof or from any other cause whatsoever.
- 9.2 All goods, property and effects of whatsoever nature which may at any time be in the unit shall be at the sole risk of the LESSEE and the LESSOR shall not be liable for any loss or damage thereto from any cause whatsoever.
10. **PAYMENT OF RENT**
- 10.1 The parties confirm that the said rent is payable monthly in advance.
- 10.2 Non-payment or late payment will carry a R250,00 (Two Hundred and Fifty Rand) penalty.
- 10.4 Should the LESSEE fail to effect payment timeously for a period of 2 (two) months, the LESSOR will be entitled to sell the contents of the unit to cover the arrear rental and other costs and fees incurred by the LESSOR (see clause 5 above) and the agreement between the LESSEE and LOSSOR will terminate with immediate effect.
- 10.5 The monthly rent payable as per page 1 of this agreement will escalate yearly at a rate of 6% (six percent). The said escalation will automatically be effective from the 1st of January every year, irrespective in which month the Agreement between the parties were entered into.
11. **WITHHELDING OF RENTAL AND EXCLUSION OF CLAIMS**
- 11.1 The LESSEE shall have no claim from whatsoever nature against the LESSOR for any damages or for a lessor Rental payment or for the cancellation of the Agreement or be entitled to withhold payment of rental or to delay payment as a result of the LESSOR not providing any commodity or service of whatever nature.
- 11.2 In the event that the LESSEE remains in possession of the unit after the Agreement have lapsed, or the cancellation of the Agreement by the LESSOR, the LESSEE will remain liable for the payment of the Rental and such other amounts as may be payable in terms of this Agreement, and he will not be entitled to withhold any payment.
- 11.3 Should it become apparent that the LESSEE occupied the unit unlawfully, such payments will be set-off against any claims for damages that the LESSOR might have against the LESSEE due to the LESSEE not vacating the unit, without prejudicing any of the LESSOR'S rights with regards to cancellation, or any other rights.
12. **SUB-LETTING AND ASSIGNMENT**
- The LESSEE shall not without the written consent of the LESSOR sub-let, cede or assign any of the rights under this LEASE.
13. **BREACH OF LEASE**
- 13.1 In the event of:
 - 13.1.1 any rental not being paid on its due date; and/or
 - 13.1.2 the LESSEE committing any other breach of this Agreement and such other breach not been rectified within seven (7) days of notice in writing to the LESSEE calling upon the LESSEE to do so; and/or
 - 13.1.3 the LESSEE committing the same breach of this Agreement on more than one occasion even though the breach may have been previously rectified before the subsequent breach;
- the LESSOR shall without prejudice to any other remedy it may have in law be entitled either:
 - 13.2 Exercise it's Lien over the contents of the unit, as indicated in clause 5 above
 - 13.3 to immediately cancel this AGREEMENT without any notification; or
 - 13.4 to declare the LESSEE a "Tenant at Will" entitling the LESSOR to terminate this AGREEMENT at any time thereafter;
- without prejudice to all instances to any claim which the LESSOR may have against the LESSEE arising out of such breach and/or cancellation;
- 13.5 The LESSEE shall be obliged to pay any legal costs incurred by the LESSOR as between attorney and own client should the LESSEE default as aforesaid.
14. **TERMINATION BY DEATH OR INSOLVENCY**
- 14.1 This lease shall not terminate with the death of either the LESSOR or the LESSEE. The executor of the deceased LESSEE'S estate shall have the option, depending upon the circumstances of the estate, either to abide by the contract for the remainder period of the lease (the successor or successors of the LESSEE assuming his rights and obligations) or to cancel this lease by giving the LESSOR 2 (Two) months written notice of termination, such notice to be given not more than 2 (Two) months after the death of the LESSEE.
- 14.2 The insolvency of either the LESSOR or the LESSEE shall not terminate this lease. However, the trustee of the LESSEE'S insolvent estate shall have the option to terminate this lease by notice in writing to the LESSOR. If the trustee does not within three months of his appointment as trustee notify the LESSOR that he desires to continue with the lease on behalf of the estate, he shall be deemed to have terminated the lease at the end of the three months.
15. **NOTICES**
- Any notice to be given in terms of this LEASE by the LESSOR or the LESSEE shall be given in writing to the Parties' domicilium citandi et executandi and sent by prepaid registered post shall be deemed to have been received 7 (seven) days after posting or by e-mail or be delivered by hand shall be deemed to have been received on the same day.
16. **DOMICILIUM CITANDI ET EXECUTANDI**
- 16.1 The LESSOR elects domicilium citandi et executandi and the address at which it will receive any notice hereunder to be the contact details in the header of this agreement or such other address as it may from time to time advise the LESSEE in writing.
- 16.2 The LESSEE elects domicilium citandi et executandi and the address at which it will receive any notice hereunder to be the contact details in the header of this agreement or such other address as it may from time to time advise the LESSOR in writing.
17. **SOLE MEMORIAL**
- This Agreement shall constitute the sole memorial of the contract between the Parties and no representations, warranties or statements attributable to the LESSOR or anyone purporting to act on its behalf shall have any bearing or effect on the terms and conditions of this Agreement and any variations to this Agreement shall only be valid if in writing and signed by the parties hereto.
18. **PERSONAL INFORMATION**
- 18.1 The LESSEE confirm that the LESSOR may acquire personal information from the LESSEE, credit bureaus, other persons and businesses to enable the LESSOR to assess the LESSEE'S credit worthiness.
- 18.2 The LESSEE herewith consents to such personal information being obtained.
19. **GENERAL**
- 19.1 **The LESSEE confirm that he has read and understand the terms and conditions of this agreement and with his signature hereto, accept such terms and conditions;**
- 19.2 The LESSEE confirm that all information provided to the LESSOR are true and correct;
- 19.3 The Parties confirm that they are duly authorised to enter into this agreement;
- 19.4 Should any one of the terms and conditions contained in this agreement be found to be invalid, the remainder of the agreement will remain in full force and effect.

I CONFIRM THAT I AM BOUND TO THE AFORESAID TERMS AND CONDITIONS AND AGREE TO ADHERE THERETO

SIGNED at _____ on this _____ day of _____ 20__

LESSEE

DEBIT ORDER AUTHORISATION

In respect of a storage unit lease agreement dated _____ in respect of unit/s _____.

I/we, the undersigned, hereby instruct and authorize MyStorageSA to draw against my/our account for monthly rental and/or outstanding rental (if applicable) due to MyStorageSA.

Full names of account holder: _____

Identity / Registration Number: _____

Address: _____

I/we furthermore hereby request the bank to implement the following debit order:

Account Name: _____

Financial Institution: _____

Branch & Branch Code: _____

Account Number: _____

Payment date: _____

Amount: R _____ (_____ Rand) or such higher amount as agreed to between the parties or to cover outstanding rent or inflation of the monthly rental amount.

I/we confirm that we will inform MyStorageSA of any changes to my/our banking details in writing within 30 days before the next debit order is due. Any unpaid rent due to a change in banking details will remain the responsibility of the Lessee.

I/we confirm that this debit order authority will only be cancelled upon expiry of our lease agreement with MyStorageSA, provided that all payments to MyStorageSA has been made.

I/we confirm that after cancellation of this debit order authority, I will not be able to claim any amount/s back from MyStorageSA, as all payments made under this debit order authority is legally owed to them.

SIGNED AT _____ ON THE _____ DAY OF _____ 20_____

SIGNATURE OF ACCOUNT HOLDER: _____

*Should this document be signed on behalf of an entity, the signatory confirm that he has been duly authorized thereto.

MyStorageSA bank account details

Account name: My Storage SA

Financial institution: ABSA

Account number: 4097112545

Branch code: 632005