



# Honey-B

Shaded Parking Self Storage

## Contract

MADE AND ENTERED INTO BY AND BETWEEN:  
**AZALIAH BRAND (PTY) Ltd**  
(HEREINAFTER REFERRED TO AS THE LESSOR)  
AND

NAME: \_\_\_\_\_

IDENTITY NUMBER/ REGISTRATION NUMBER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
(HEREINAFTER REFERRED TO AS THE LESSEE)

### **IT IS AGREED AS FOLLOWS:**

#### **1. PREAMBLE**

The LESSOR hereby lets to the LESSEE who accepts in hire, the premises known as STORAGE CONTAINER/S, PARKING SPACE/S \_\_\_\_\_, hereinafter referred to as the LEASED PREMISES, with said LEASED PREMISES situated at 2476 Heuningkloof Nywerheidsgebied, Stilbaai on the terms and conditions hereinafter said out.

#### **2. LEASE PERIOD AND RENTAL**

2.1 The LESSEE'S rental of the LEASED PREMISES shall be month to month and a calendar month notice. Rental monies are payable monthly in advance. No monies are refunded when the premises are vacated before end of the month.

2.2 Rent is payable strictly on or before the first day of every month

2.3 It is expressly hereby stated that the LESSOR reserves the right to refuse the LESSEE access to the leased property if the LESSEE fails to pay the rental punctually each month as described in 2.1, the LESSOR shall be authorized to lock the said premises.

2.4 Notwithstanding the payment of the deposit, the LESSEE shall only be allowed usage of the LEASED PREMISES upon payment of the first month's rent.

2.5 Rental shall be paid, on or before the 1<sup>st</sup> (FIRST) day of each and every month, into the bank account stated in paragraph 11.2. The LESSEE hereby confirms that the LESSOR has a valid and legal Hypothec cover over the property in the LEASED PREMISES if the LESSEE is in arrears with payment and will not be allowed to remove such property until all arrear amounts have been paid in full.

#### **3. DEPOSIT**

3.1 A DEPOSIT of the same amount as the *monthly rental*, is payable upon signing of this contract, which amount will be refunded to the LESSEE upon termination of the contract, after damages, if any, to the premises, have been paid by the LESSEE.

**3.2 If the unit/parking space is not returned in a clean state, the cleaning fees will be deducted from your deposit. These fees will be a minimum of 50% of your deposit paid. You will not be entitled to any of this money back.**

**Initial** \_\_\_\_\_

Banking details where deposit will be paid back to LESSEE:

BANK: \_\_\_\_\_, ACCOUNT HOLDER: \_\_\_\_\_,

ACCOUNT NO: \_\_\_\_\_, CHEQUE / SAVINGS ,

BRANCH NO: \_\_\_\_\_.

#### **4. CONTENTS OF LEASED PREMISES**

The LESSOR guarantees the LESSEE that no perishable, flammable, excludable or any unlawful goods will be stored in the LEASED PREMISES. The LESSEE shall be responsible for damages caused by goods stored in the LEASED PREMISES.

#### **5. SECURITY**

The LESSOR can supply personnel at the premises and LESSEES is compelled to identify themselves before entry will be given to the premises. Should the LESSEE be in arrears with his rental, they will not be allowed entry to the premises, by the Security Personnel.

#### **6. STORAGE AND REMOVAL**

Only the LESSEE shall be authorized to enter the premises to store or remove goods in the LEASED PREMISES. No third person will be allowed onto the premises unless written permission is given by the LESSEE.3

#### **7. ENTRY TO PREMISES**

The LESSEE shall only have access to the LEASED PREMISES between **8H00 and 17H00** on **weekdays**, and **8H00 to 13H00 on Saturdays**. Any visits to the LEASED PREMISES on any other time as specified, will only be considered with written permission of the LESSOR, which permission should be obtained before entry.

No entry will be given to delivery vehicles to deliver the goods to a LEASED PREMISES which vehicle's mass exceeds 5 tons. Should the LESSEE fail to comply with this, the LESSEE will be held responsible for any damages caused to the paving by the said delivery vehicle.

#### **8 DOMICILIUM CITANDI ET EXECUTANDI**

The LESSEE hereby confirms his domicilium citandi et executandi address as the address stated hereunder.

#### **9. PENALTY FOR LATE EVACUATION**

Should the LEASED PREMISES not be evacuated punctually on the period as stated in the contract, the LESSEE shall be held responsible for the following penalties:

9.1 STORAGE units = R80.00 per day or portion thereof;

9.2 PARKING spaces = R70.00 per day or portion thereof;

Should the LEASED PREMISES not be evacuated punctually, the LESSOR shall restrict entry to the PREMISES and LESSEE shall not be entitled to remove anything from the LEASED PREMISES until such penalties are paid.

#### **10. PERSONAL DETAILS OF THE LESSEE**

10.1 Full Names: \_\_\_\_\_

10.2 Identity/Registration number: \_\_\_\_\_

10.3 Physical Address: \_\_\_\_\_

10.4 Postal Address: \_\_\_\_\_

10.5 Telephone Work: \_\_\_\_\_, Cell: \_\_\_\_\_

Home: \_\_\_\_\_, Email: \_\_\_\_\_

10.6 Name, address and telephone number of next of kin: \_\_\_\_\_

\_\_\_\_\_

**11. LESSOR'S DETAILS**

11.1 Physical Address of Stores: 2476 Heuningkloof Nywerheidsgebied, Stilbaai  
Telephone Numbers: Anneli Bornman - 067 946 7993; Wimpie Bornman - 082 577 9301  
E-Mail: azaliahbrand@gmail.com

**11.2 Banking details of HONEY BEA (PTY) Ltd**

**Bank: FNB**  
**Account Number: 63160098761**  
**Cheque Account**  
**Name or business name as reference**  
**Please send POP to azaliahbrand@gmail.com**

**12. RISK AND RESPONSIBILITY**

12.1 The goods are stored at the sole risk and responsibility of the LESSEE, who is responsible for any and all theft, damage to, and deterioration of the goods, and bears the risk of all damage caused by food, fire, water, spillage or material from any other space, removal of, delivery of the goods, pest or vermin or any other reason whatsoever including any acts or omissions of AZALIAH BRAND (PTY) Ltd or persons under its control. LESSEE should take out own insurance cover.

12.2 Unless specifically covered by insurance, the LESSEE must not store items which are irreplaceable, such as currency, gold coins, platinum coins and any other valuable coins, jewellery, furs, deeds, ID documents, passports, driver's license, or any other statutory documents, firearms, paintings, curios work of art and items of personal sentimental value.

12.3 The LESSEE agrees to indemnify the LESSOR from all claims in contract, delict or otherwise, for any loss or damage to the property of, or personal injury to:  
a. Third parties; and or  
b. The true owner of the goods stored in the LEASED PREMISES resulting from or incidental to the use of the LEASED PREMISES by the LESSEE'S goods including the sale or other disposal of the goods.

**13. SURETY IN CASE THE LESSEE IS A LEGAL ENTITY**

I, \_\_\_\_\_ (Full name and Surname)  
the undersigned, duly authorized legal representative of the LESSEE ("the Surety") bind myself as surety for and co-principal debtor jointly and severally with the LESSEE ("the Debtor") to the LESSOR ("the Creditor") for the due and punctual performance by the Debtor of all its obligations to the Creditor5 whether presently due, owing and payable or becoming due, owing and payable in the future.  
13.1 This suretyship is given as a continuing covering suretyship.

**14. RULES**

14.1 The LESSEE must at all material times comply with the reasonable rules and regulations as are laid down in writing by or on behalf of the LESSOR for tenants and other occupiers of the Property and their invitees, including rules and regulations in connection with:

- a) the security of the Property and the protection of persons and property thereon, including in particular (again without generality being restricted) any rules for the control and identification of persons and vehicles entering the Property or any parts thereof;
- b) the driving and parking of vehicles on or about the Property; and
- c) the utilization of common amenities and facilities on the Property.

14.2 Clause 16.1 must not be interpreted as implying that the LESSOR assumes any liability which it would not otherwise have had for the subject matter of any such rule or regulation.

**14.3 Only the undersigned person (Lessor) is allowed to enter the premises. No other persons are allowed inside without the undersigned being present. If in anyway the Lessor cannot be present, prior arrangements are to be made with the Lessor in writing. The drivers licence of this individual must be sent through to the Lessor.**

**Initial \_\_\_\_\_**

## **15. NON-WAIVER**

15.1 No extension of time or indulgence must be interpreted as a waiver (giving away) of any right in terms of this lease that one party may have against the other.

15.2 The failure of either party to comply with any non-material provision of this lease will not excuse the other party from performing its obligations fully and on time.

## **16. WARRANTY OF AUTHORITY**

The person signing this lease on behalf of the LESSOR expressly warrants his or her authority to do so.

## **17. BREACH**

Should the LESSEE:

17.1.1 not effect payment of the rental and/or other monies in terms of this Agreement on/or before due date, or

17.1.2 save and except for non-payment of rental and/or other monies, suffer or permit the commission of any breach of any of the other conditions of this Agreement and fails to remedy such breach, notwithstanding 7 (SEVEN) days written notice to the LESSEE demanding compliance, or

17.1.3 be placed in liquidation or be declared insolvent or be sequestered, or suffer a judgement to be entered against it, or

17.1.4 leave, vacate or desert the PREMISES without notice addressed to the LESSOR, the LESSOR shall be entitled in its sole discretion and notwithstanding any previous waiver and without prejudice, to any legal right it may have, forthwith to cancel and terminate this Agreement and enter upon and take possession and occupation of the PREMISES without prejudice to any of its rights to claim for the payment of any unpaid rental or damages for breach of contract, the LESSOR having the specific right to claim compensation from the LESSEE for all damages which it, the LESSOR, may suffer as a result of such termination and cancellation of this Agreement, and all improvements made by the LESSEE to the PREMISES, shall immediately be forfeited in favour of the LESSOR.

17.2 Notwithstanding anything to the contrary herein contained, in the event of the LESSOR being required to give the LESSEE written notice, in terms of this Agreement, to rectify its breach and written notice has already been given to the LESSEE on not less than 2 (TWO) occasions in one calendar year, the LESSOR shall on a subsequent breach by the LESSEE, be entitled to exercise all or any of the rights granted to the LESSOR in terms of the above paragraph without being obliged to give the LESSEE any further written notice.

17.3 All costs as well as Value Added Tax payable in respect of such costs, incurred by the LESSOR enforcing its rights under this clause or in collecting overdue amounts payable in terms of this Agreement, shall be repayable by the LESSEE to the LESSOR on an attorney and client scale which will include collection commission charged in respect of the collection of any overdue amounts.

17.4 Notwithstanding any rights the LESSOR may have in terms of this agreement, the LESSOR may take the following action to limit his damage due to the LESSEE'S breach of contract in the following circumstances:

17.5 If the LESSEE has failed to pay 3 successive months' storage costs the LESSOR will be entitled to: gain excess to the LEASED PREMISES the LESSEE is renting by either/or cutting any lock and/or obtaining the services of a locksmith remove the content of the LEASED PREMISES and store it in a communal LEASED PREMISES.

17.6 If the LESSEE has failed to pay 6 successive months' storage costs the LESSOR will be entitled to proceed with the following action to limit and recoup the damages they incurred, send a notice to the LESSEE per registered mail to the address provided in paragraph 11, informing him that if all amounts outstanding per the agreement is not paid in full within 7 days that: The LESSOR will proceed to auction of the content of the LEASED PREMISES to the highest bidder in a manner and fashion as the LESSOR in his discretion may deem appropriate. To utilize the income from such sale to compensate the LESSOR for the damage incurred due to the breach of this agreement by the LESSEE.

17.7 The LESSOR shall not be liable to the LESSEE or any third party for any loss or damage of whatsoever nature and howsoever caused, whether direct or consequential, save where such loss or damage is proved to be as a result of gross negligence on the part of the LESSOR or any of its Personnel acting within the course and scope of their employment and the terms of this agreement with the LESSEE. In such event the LESSOR'S liability shall be restricted to three times the monthly contract for any one event or series of events arising from one occurrence.

THUS DONE AND SIGNED at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

AS WITNESS:

1. \_\_\_\_\_ 2. \_\_\_\_\_

\_\_\_\_\_  
LESSOR

THUS DONE AND SIGNED at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

AS WITNESS:

1. \_\_\_\_\_ 2. \_\_\_\_\_

\_\_\_\_\_  
LESSEE / DULY AUTHORIZED REPRESENTATIVE