



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: _____

CONTACT NR: _____ EMAIL ADDRESS: _____

ADDRESS: _____

CONTACT PERSON(S): _____
(HEREINAFTER REFERRED TO AS THE LESSEE)

IT IS AGREED AS FOLLOWS:

1. PREAMBLE

1.1 The LESSOR hereby lets to the LESSEE who accepts in hire, the premises known as STORAGE CONTAINER _____, hereinafter referred to as the CONTAINER, with said CONTAINER currently situated at 2476 Heuningkloof Nywerheidsgebied, Stilbaai on the terms and conditions hereinafter said out.

1.2 Please state address where CONTAINER will be offloaded and kept for the duration of this lease:

2. SIGNATURE AND SURETY

2.1 Signature by Lessee of the invoice and/or delivery note shall include signature by Lessee, its employee or agent, and it shall not be necessary for Lessor to request identification of the person signing nor proof of authority to sign.

2.2 The person signing the pro-forma invoice and/or the delivery note, whether duly authorized or not, agrees fully and absolutely to stand surety jointly and severally with Lessee for proper fulfillment by Lessee of all its obligations in terms of this agreement, and the signatory renounce the benefits of excussion, division and cession of action, non causa debiti, errore calculi, revision of accounts, no value received and also the benefit non numeratae pecuniae, the full force, meaning and effect of which he/she declares her/himself

to be fully acquainted, and accepts Lessee's domicilium citandi et executandi as his/her domicilium citandi et executandi.

3. RENT

3.1.1 Rent for Office CONTAINER Unit nr _____ will be **R**_____ per month.

3.1.2 A Deposit of **R**_____ is payable with the first month's rent.

3.1.3 Transport costs are payable to Honey B.

3.1.4 A deposit of the same amount as the transport cost for establishment is payable to Honey B.

3.2 A DEPOSIT of the same amount as the *monthly rental*, rent for the 1st month of the lease and transport costs (from Honey B to you and from you back to Honey B) are payable in advance before delivery of the Unit (initial payment).

Initial _____

Date of this first payment is the commencement date of this lease agreement. Payment of the initial payment constitutes acceptance by Lessee of these terms and conditions. Lessee shall be obliged to provide proof of payment before Lessor shall be obliged to act. Lessor shall be entitled to wait for clearance of funds, in which case the commencement date is date of clearance of funds.

3.3 One month's rental shall, for the initial and any further periods, i.e. the full duration of the agreement as it may be extended, be payable in advance before or on the last day of the month preceding the month for which payment is due.

3.4 Should any amount due in terms hereof remain unpaid for a period of 30 (thirty) days or more, Lessor shall be entitled to appoint a collection agent to recover such amounts, in which case the Lessee shall be liable for the costs thereof, which costs are 25% (twenty five per cent) of the amount collected.

By signature of this agreement the Lessee acknowledges and agrees to pay such costs.

3.5 The Lessor reserves the right to increase rental at a rate which shall be determined by the increase in the PPI, with notice of one calendar month to the Lessee

3.6 Banking details:

Name: **Honey Bea (Pty) Ltd**

Bank: **FNB**

Account nr: **63160098761**

Branch: 200313

Type: **Cheque**

Reference: **Company Name/ Surname**

4. DISCOUNTED/SPECIAL RATES

4.1 Any discounted rates will be forfeited if the rental fees are not paid before or on the 25th of each month. The normal rental amount will be payable for these months.

Initial _____

5. TERMINATION

5.1 Should Lessee fail to pay rental as agreed, this agreement may be cancelled by Lessor with immediate effect without notice to Lessee.

This agreement may be terminated by either party with one calendar month's written notice.

Upon termination, Lessor shall have the right to immediately assume control over and take possession of the CONTAINER, and remove the CONTAINER from the site without the necessity of a Court Application/Action, and shall be entitled to enter the site and the CONTAINER to acquire possession of the CONTAINER.

5.2 Lessee's possession of the CONTAINER, if any, will terminate immediately. There shall be no obligation on Lessor to remove the contents of the CONTAINER before removal of the CONTAINER from the site. The contents will be available to be collected at Lessor's depot at the cost of Lessee, during business hours. The contents will be stored at the depot for a period of one month at the risk of Lessee, after which Lessor shall be entitled to have it removed or sold.

Lessee indemnifies Lessor against any claims which may result from loss of, removal of, or sale of such contents, as well as any claims resulting from removal of the CONTAINER from the site.

5.3 Any court action or application with regard to or touching upon recovery of CONTAINER will be paid for by lessee on an attorney and client scale. Lessee shall be liable for the lease amounts until the CONTAINER are in possession of Lessor.

6. DELIVERY

6.1 Delivery of the CONTAINER at the site will take place as soon as possible after the commencement date. Lessee shall have no claim against Lessor as a result of late delivery no delivery of the CONTAINER.

Lessor may appoint an agent to undertake delivery of the CONTAINER on behalf of Lessor.

6.2 Lessor shall as far as is possible endeavor to place the CONTAINER on the site according to the lessee's or its representative's request and deliver the CONTAINER according to the standard safety procedure.

6.3 It is Lessee's responsibility at its own cost to ensure that the delivery vehicle will be able to enter onto and to exit the site.

Should Lessor be entitled to take possession of the CONTAINER, and entry and exit is not possible for the transport vehicle for whatever reason, Lessor shall be entitled, at Lessee's cost, to clear the site and entrance to the site so that exit and entry is ensured, and the lessee indemnifies Lessor against any claims which may arise in this regard.

6.4 Lessee shall be responsible at own cost to prepare the site for placement of the CONTAINER and to ensure that the site is clean, horizontal, compacted, stable and of such nature as to carry the weight of the CONTAINER. The operator of the crane or driver of the delivery vehicle may refuse to place the CONTAINER as requested by the lessee should he in his sole discretion deem the site or location on the site to be unsafe for the vehicle or any person.

6.5 Should the Lessor delivery vehicle arrive at the site and Lessee or a representative of Lessee is not available to indicate where the CONTAINER must be placed, the driver of the vehicle / agent of Lessor will place the CONTAINER as he may deem fit in his sole discretion and Lessor will not be liable for any damages in this regard.

6.6 Lessee or his representative will sign a delivery note as an acknowledgment of receipt of the CONTAINER. GENERAL No guarantee or representation has been made by any person who is not contained herein.

This agreement may only be amended in writing. No relaxation or indulgence granted by Lessor to the Lessee from time to time shall be deemed to be a waiver of rights in terms hereof nor a novation or waiver of the terms and conditions of this agreement. The parties

agree that this agreement comes into effect within the jurisdiction of the magistrate's court, Midrand and that this court shall have jurisdiction in all matters pertaining to this agreement.

6.7 I/We consent to Lessor making enquiries about my/our credit record with any registered credit bureaux to confirm information provided to Lessor and to assist Lessor to conduct an assessment concerning the my/our financial affairs.

7. RIGHTS AND DUTIES; RISK

7.1 Lessor's ownership rights with regard to the CONTAINER will not cease under any circumstances.

Lessee's possession of the CONTAINER will be determined by this agreement. Lessor shall always have, and be entitled to, unrestricted access to any site where the CONTAINER are placed, which right is guaranteed by Lessee, in particular against any owner of the site. No pledge will be constituted between Lessor and Lessee; Lessee shall not be entitled to pledge the CONTAINER, or to give it as security, or to give cession or delegation of its rights and duties respectively, or to sub-lease, or on lease the CONTAINER, and Lessee and the owner of the site shall not acquire any rights of retention or lien with regard to the CONTAINER, nor any ownership rights.

7.2 Lease of the CONTAINER and use thereof will be at lessee's sole and absolute risk. Transfer of risk happens upon entry of the delivery vehicle onto the site.

7.3 Lessee may make no modification to the CONTAINER or part of it, may not attach anything to the CONTAINER, nor paint it, nor attach any logo or name to it and may not remove, replace any part of the CONTAINER, or any sign attached to the CONTAINER by Lessor.

Lessee may not remove from the CONTAINER the name of Lessor, its address, telephone or any sign or logo attached to it or painted on it by Lessor, and may not do anything which may detrimentally affect Lessor's corporate identity in any manner.

7.4 Lessee may under no circumstances remove the CONTAINER from its position, and may not lift the CONTAINER.

7.5 Lessor will not be liable for theft or loss of the contents of CONTAINER, whatever the reason for the loss.

7.6 Lessee indemnifies Lessor unconditionally and absolutely against any claims which may arise as a result of lease of the CONTAINER, specifically but not exclusively claims arising from theft or loss of the contents of the CONTAINER, injury to any person of any nature, or death of any person, in or in the vicinity of a CONTAINER whether stationary or through movement of the CONTAINER, whether through removal or placement thereof.

Lessee indemnifies Lessor against any damage of any nature as a result of any actions, whether negligently or intentionally by Lessee, its employees, visitors, contractors, sub-contractors, the owner of the site, its visitors, family, or any person obtaining authorised or unauthorised entry to the site.

7.7 The Lessee is responsible to lock or unlock CONTAINER, more specifically stores, safety gates to offices, and to provide locks to stores, safety gates to offices.

7.8 Lessee is responsible for any damage to CONTAINER whilst on site. It is Lessee's responsibility to point out any damage to CONTAINER before or during delivery to the site and to note such damage on the delivery note under signature of Lessee or the Agent of Lessee.

7.9 Should CONTAINER be damaged on the site or be lost or removed from the site, Lessee shall be responsible for replacement and repair costs, which costs will be determined by

Lessor's depot manager whose valuation will be final and binding, and Lessee will be liable to pay these costs within 30 days from receipt by Lessor of a note setting out the costs.

7.10 Lessee is responsible for cleaning the CONTAINER before returning it back to Honey B after the lease period. If the Unit/s are not cleaned inside and outside, the cleaning fees will be taken off the Lessee's Deposit.

Initial _____

8 GENERAL

8.1 No guarantee or representation has been made by any person who is not contained herein. This agreement may only be amended in writing.

No relaxation or indulgence granted by Lessor to the Lessee from time to time shall be deemed to be a waiver of rights in terms hereof nor a novation or waiver of the terms and conditions of this agreement. The parties agree that this agreement comes into affect within the jurisdiction of the magistrate's court, Midrand and that this court shall have jurisdiction in all matters pertaining to this agreement.

8.2 I/We consent to Lessor making enquiries about my/our credit record with any registered credit bureaux to confirm information provided to Lessor and to assist Lessor to conduct an assessment concerning the my/our financial affairs.

This contract is signed at _____ on the ____ of _____, 20____

Lessee signature: _____ Name: _____

Witness signature: _____ Name: _____

Lessor signature: _____ Witness signature: _____

Anneli Marais

**Azaliah Brand (Pty) Ltd
Reg nr: 2015/110936/07
0679467993
azaliahbrand@gmail.com**