

CB STORAGE (PTY) LTD Reg No: 2015/233151/07 9 Old Mill Way Durban North 4051 Tel: 083 627 2322

Email: info@cbstorage.co.za

### SHORT TERM LEASE AGREEMENT

## Entered into and between:

**CB STORAGE** (herein represented by **<u>BRETT ROBERTSON</u>**) duly authorised to do so by his signature (hereinafter referred to as the LESSOR) on the one part: **AND** 

NAME & SURNAME / COMPANY NAME:					
REPRESENTATIVE IF APPLICABLE:					
ID NUMBER / CO.REG.NUMBER:					
POSTAL ADDRESS:					
PHYSICAL ADDRESS:					
TEL (W):	TEL (H):	TEL (CELL):			
FAX:	EMAIL ADDRESS:				

NEXT OF KIN: \_\_\_\_

CELL:

NAMES & ID NUMBERS OF PERSONS AUTHORISED TO ACCESS YOU STORAGE UNIT: Attach copy / s of ID's – Any person without a copy on file will not be allowed access

TEL:

DESCRIPTION OF ITEMS TO BE STORED:

STORAGE UNIT NUMBER:	_ STORAGE UNIT SIZE:			
DATE OF OCCUPATION:	MONTHLY RENTAL:			
BANK DETAILS:				
CB STORAGE				
FNB CHEQUE ACCOUNT 625 794 227 27				
DURBAN NORTH 25 06 55				
PLEASE USE STORAGE UNIT NUMBER AS REFERENCE WHEN MAKING PAYMENT				

HOW DID YOU GET TO KNOW ABOUT US?

# PERIOD OF LEASE: THIS LEASE WILL BE FOR AN INDEFINITE PERIOD, COMMENCING ON THE DATE OF OCCUPATION AND TERMINATING AFTER 30 DAYS WRITTEN NOTICE BY THE TENANT, WHICH RECEIPT OF NOTICE MUST BE CONFIRMED BY THE LESSOR. THE LESSOR WILL HAVE THE RIGHT TO TERMINATE THIS LEASE WITH 30 DAYS WRITTEN NOTICE TO THE TENANT. IF RENTAL IS PAID IN ADVANCE FOR A 12 MONTH PERIOD THEN THE 13<sup>TH</sup> MONTH WILL BE RENT

#### FREE. RENTALS PAID IN ADVANCE ARE NOT REFUNDABLE.

#### TERMS & CONDITIONS

- Tenant undertakes that at termination of this Lease, undisputed & vacant possession of the storage unit shall be given to the Lessor, in a good condition as it is now, normal wear & tear is expected; and the Tenant agrees not to let, sublet or assign the whole or any part of the unit without prior written consent to the Lessor. Tenant agrees not to affix shelving or other articles to the walls, ceiling or doors. Tenant must provide his own lock and keep the unit locked at all time, using only one lock per unit door.
- 2. Tenant shall not place or keep in the premises explosives, flammable liquids, contraband or other goods prohibited by the law and agrees to abide by any rules promulgated from time to time by the Lessor governing the use of the premises. Tenant shall not permit damage to the premises and shall indemnify and hold the Lessor harmless from any claim or clause of action arising out of the Tenant's use of the premises. Tenant assumes responsibility for any loss or damage to property stored by Tenant in the premises and may elect to provide insurance coverage for the same. LESSOR DOES NOT MAINTAIN INSURANCE FOR THE BENEFIT OF TENANT WHICH IN ANY WAY COVERS ANY LOSS WHATSOEVER THAT TENANT MAY HAVE OR CLAIM BY RENTING THE STORAGE SPACE OR PREMISES AND TENANT EXPRESSLY RELEASES LESSOR FROM ANY LOSSES AND/OR DAMAGES TO TENANT'S PROPERTY CAUSED BY FIRE, THEFT, WATER, RAINSTORMS, TORNADO, EXPLOSION, RIOTS, RODENTS, CIVIL DISTURBANCES, INSECTS, SONIC BOOM, LAND VEHICLES, UNLAWFUL ENTRY, OR ANY OTHER CAUSE WHATSOEVER, NOR SHALL THE LESSOR BE LIABLE FOR ANY LOSSES OR INJURIES SUFFERED BY THE TENANT AND/OR TENANT'S GUEST OR INVITEES OR AGENTS WHILE ON OR ABOUT LESSOR'S PREMISES.
- 3. This lease expires on the last day of each month. The Lessor may terminate the lease summarily at its option if Tenant is not in compliance with the terms of this Lease.
- 4. Tenant agrees to give the Lessor thirty (30) days written notice of his intention to vacate the storage unit. THERE ARE NO PRORATED RENT REFUNDS IN THE EVENT THE UNIT IS VACATED BEFORE THE LAST DAYOF THE MONTH EVEN IF TIMEOUS NOTICE IS GIVEN. If the unit is vacated on or after the first of the month, a full month's rent is due.
- 5. Rental payments are due on the first (1<sup>st</sup>) of each month without demand. Payments made after the first of a month will accrue interest at 6% more than the prime rate from time to time of First National Bank Limited. If rental payments are not paid in full the Lessor may, at its option, terminate the lease summarily.
- 6. The Lessor may, at his option, take possession of the goods in the storage unit if the lease is terminated and or the lease is in default. Taking possession of the goods shall consist of over-locking the Storage Unit door to prevent Tenant's access to the Storage Unit until all rental and arrear interest have been paid in full.
- 7. The personal property in Storage Unit may be sold to satisfy the Lessor's lien if Tenant is in default. Lessor shall have a lien on all personal property stored within each Storage Unit for rent, labour, or expenses reasonably incurred in the sale, pursuant to South African laws. All moving, storage and/or sales costs associated with sale of goods shall be borne by the Tenant.
- In the event Lessor is required to obtain the services of an attorney to enforce any of the provisions of this Lease, Tenant agrees to pay in addition to the sums due hereunder, an additional amount for the attorney's fees and cost on an attorney and own client basis.
- 9. Lessor will have the right in the event of an emergency to enter the Storage Unit with whatever reasonable force is necessary. LESSOR may at its discretion, deny access to the premises and/or Storage Unit in case of inclement weather or emergencies.
- 10. The monthly rental rate is subject to increases. Lessor shall give Tenant thirty (30) days written notice of an increase and this lease shall be deemed to be altered if the Tenant continues his occupancy beyond the effective date of the increase.
- 11. The obligations contained in this lease shall extend to and be binding upon the parties, their heirs, executors, administrators and assigns.
- 12. This agreement constitutes the whole agreement between the parties and no warranties or representations, whether express or implied, will be binding other than as recorded in the agreement. Any variation or amendment of this agreement is only binding if recorded in writing and signed by the parties.

Signed at	on this	day of	2017.
Tenant Signature:			

Lessor Signature: \_\_\_\_\_