

GAMHOA BOATHOUSE
LEASE AGREEMENT

MEMORANDUM OF AN AGREEMENT OF LEASE
made and entered into by and between:

GAMTOOS MOUTH HOMEOWNERS ASSOCIATION (G.M.H.O.A)

(hereinafter called "the LANDLORD")

and

NAME: _____ ERF NO: _____

BOAT HOUSE NUMBER: _____

(hereinafter called "the TENANT")

PREAMBLE

1. The Landlord is the owner of certain immovable property situated at Gamtoos Mouth Resort and known as boat house number _ (hereinafter referred to as the leased premises).
2. The Tenant is desirous of hiring the leased premises and the Landlord is desirous of leasing the leased premises.
3. It is expedient and the parties hereto have agreed that the terms and conditions of such agreement be recorded in writing.

AGREEMENT

1. **LEASE**

The Landlord hereby lets to the Tenant who hereby hires from the Landlord the leased premises.

2. **PERIOD OF LEASE**

This lease commencing on _____ and could be terminated from either party with 30 days notice.

3. **RENTAL**

- 3.1 The rental payable by the Tenant to the Landlord in respect of the leased premises shall be as follows:

R _____ from _____

Rental increases to be determined annually by the Board of Directors.

- 3.2 The aforesaid monthly rental shall be due and payable in advance and added to your levy account.

4. **USE OF LEASED PREMISES**

The Tenant shall use the leased premises solely for the purposes of a private boat house and for no other purpose in addition or ancillary thereto. It may not be used as a workshop and containers with fuel may not be stored on the premises.

5. **RATES, TAXES AND OTHER CHARGES**

- 5.1 The Landlord shall pay all rates and taxes payable in respect of the leased premises.
- 5.2 The Landlord shall be liable for, and shall on due date thereof, pay to the relevant authority the charges in respect of the supply of electric current, water, refuse removal services and similar charges.

6. **BUILDING MAINTENANCE AND REPAIRS**

- 6.1 The Tenant undertakes during the currency of this lease at his expense to keep the interior of the leased premises in good and tenantable repair.
- 6.2 The Landlord undertakes to effect any repairs which may be necessary from time to time to the exterior of the leased premises, but will not be responsible for any damage to the property of the Tenant from whatsoever cause arising, but will upon written request cause any defects in the exterior of the leased premises to be repaired without undue delay.

7. **ACKNOWLEDGEMENT BY TENANT AS TO CONDITION OF THE LEASES PREMISES**

7.1 The Tenant hereby acknowledges that the leased premises both externally and internally, and all windows, locks, latches, door handles and other installations, both exterior and interior, are in good order and condition and that each lock has its requisite key. There are no locks therefore no keys. Each tenant to provide his own long shank padlock.

7.2 The Tenant shall advise the Landlord, as at the date of occupation, of any structural defects in the property or of any keys, locks, windows, electrical installations and fittings which are a defective state or are missing, and the absence of such notice shall constitute prima facie proof of the absence of any defects or missing articles and of the good condition of the property.

8. **LIMITATION OF LANDLORD'S LIABILITY**

The Landlord shall not be liable to the Tenant in respect of any loss or damage caused by any defects in the leased premises coming into existence before or during the currency of this lease.

9. **GARDENS AND GROUNDS**

9.1 The Tenant shall at his expense keep the garden and grounds of the leased premises in a neat and tidy condition and shall not cut down any tree, hedge or shrub except by way of normal pruning, save with the written permission of the Landlord.

10. **DESTRUCTION OF THE LEASED PREMISES**

In the event of the leased premises being damaged or partially destroyed by fire or from any other cause whatsoever, this lease shall not, on that account, cease and terminate, but the Tenant shall be entitled to claim a partial rebate

of rental in respect of the period during which he may be deprived of the use and occupation of the damaged portion by reason of such fire or other cause whatsoever unless the fire has occurred through use or his servant's negligence, but should the premises be destroyed by fire or other cause so as to render them totally unfit for the purpose for which the premises are let, then and in that event, this lease shall immediately terminate without either the Landlord or the Tenant being liable, the one to the other, in respect of any claim arising out of such termination save and except in respect of any arrear rental or past breach of this lease. The Landlord, however, reserves to itself, in the event of the restoration of any partial destruction, the right to change or vary the form or construction of the building and such reinstatement granting to the Tenant the same accommodation as regards position and space in such altered or varied construction, and provided always that the Landlord shall not be obliged in any such reinstatement to expend a sum greater than that received by it from any Insurance Company in respect of the cover granted to it.

11. **BY-LAWS AND REGULATIONS**

The Tenant shall not contravene or permit any contravention of any law, By-Law, regulation or direction of any competent authority relating to or effecting the leased premises or the conditions of title under which the leased premises is owned by the Landlord.

12. **INSURANCE**

The Tenant shall not do or permit to be done anything which may adversely affect any Fire Insurance Policy in respect of the leased premises, without previous written consent of the Landlord, and in the event of the rate of any insurance being increased through the fault of the Tenant, he shall be liable for any such increase.

13. **STRUCTURAL ALTERATIONS**

The Tenant shall not make any structural alterations, additions or improvements to the leased premises.

14. **LANDLORD'S RIGHT OF INSPECTION**

The Landlord shall be entitled:

- 14.1 At all reasonable times either personally or through his authorised agents or in the company of an Architect, Quantity Surveyor, Builder or Workman, to inspect the leased premises, both externally and internally.
- 14.2 To introduce any Builder or Workman onto the leased premises, and/or within the leased premises to do any work, the performance of which is necessitated by any obligation imposed upon, or right granted to, the Landlord by this lease or, subject to the terms of this lease, by the common Law.

15. **SUBLETTING, CESSION AND ASSIGNMENT**

- 15.1 The Tenant shall not be entitled to cede or assign this lease or sublet, or otherwise part with possession of the leased premises.

16. **BREACH**

Should either of the parties hereto commit a breach of any of the provisions of this lease and fail to remedy such breach within 7 (seven) days after receiving written notice from the other party requiring it to do so, then the party aggrieved by such breach shall be entitled, without prejudice to its other rights in law, to cancel this lease to take possession of the property or to claim specific performance of all the defaulting party's obligations, in either event, without prejudice to the aggrieved party's rights to claim damages or to the right of any aggrieved party to retain as its own and absolute property all amounts already paid by the other party in terms of the provisions of this lease.

17. **DOMICILIA CITANDI ET EXECUTANDI**

The parties hereby choose as their respective domicilia citandi et executandi the following addresses at which addresses they also agree to accept all notices which may be required to be given pursuant to this lease.

The Landlord: **Gamtoos Mouth Homeowners Association**

The Tenant: _____ ERF NO: _____

The parties agree that they shall be entitled to change their respective domicilia citandi et executandi to an alternative address not being a post office box or poste restante within the Republic of South Africa on giving to the other party to this lease 7 (seven) days notice to that effect.

Any notice to be given by either party to the other pursuant to any of the provisions under this lease shall be delivered by hand, alternatively, sent by pre-paid registered post and shall for all purposes in connection with this lease be deemed to have been received by the other party on the date of delivery by hand or on the fourth day subsequent to the date of posting thereof.

18. **WHOLE AGREEMENT**

This Agreement constitutes the entire agreement between the parties and no warranties, representations whether express or implied not contained herein shall be binding on the parties or either of them. No agreement at variance with the terms and conditions of this Agreement shall be binding on the parties unless reduced to a written document signed by or on behalf of all the parties. The parties agree that no tacit or implied terms reduced to writing and signed by the parties will form part of this Agreement.

19. **NON-WAIVER**

No latitude, extension of time or other indulgence which may be given or allowed by any party to any other party in respect of the performance of any obligation hereunder or enforcement of any right arising from this Agreement and no single or partial exercise of any right by any party shall under any circumstances be construed to be an implied consent by such party or operate as waiver or a novation thereof, or otherwise affect any of that party's rights in terms of or arising from this Agreement or estop such party from enforcing, at any time and without notice, strict and punctual compliance with each and every provision or term hereof.

20. **DAMAGES CONTINUANCE CLAUSE**

In the event of the Landlord cancelling the lease and in the event of the Tenant disputing the right to cancel the lease and remaining in occupation of the property, the Tenant shall, pending settlement of such dispute, continue to pay an amount equal to the monthly rental provided in this lease monthly in advance on the 1ST day of each and every month and the Landlord shall be entitled to accept and recover such payment and the acceptance thereof shall be without prejudice to and shall not in any way whatsoever affect the Landlord's claim of cancellation then in dispute. Should the dispute be determined in favour of the Landlord, the payments made and received in terms of this clause shall be deemed to be amounts paid by the Tenant on account of damages suffered by the Landlord by reason of the cancellation of the lease and/or the unlawful holding over by the Tenant.

21. **LEGAL COSTS/INTEREST**

- 21.1 In the event of the Tenant failing to pay any rental or other amount in terms of the Lease on due date and the Landlord in consequence thereof instructing it's attorneys to take any steps for the recovery of such amounts, the Tenant shall be liable for all costs incurred by the Landlord including costs as between Attorney and own Client and collection fees whether legal proceedings are instituted or not.

- 21.2 If the rental or any other amount due and payable by the Tenant or recoverable from the Tenant in terms of this lease is not paid on the due date, then without prejudice to any other remedy to which the Landlord may be entitled to in terms of this lease, all such overdue amounts shall bear interest at the rate 2% higher than the Landlord's banker's prime overdraft rate from time to time and for the time being prevailing (but subject to any maximum prescribed by law) calculated from due date of payment or date of recovery thereof by reimbursement thereof to the Landlord, as the case may be.

22. **RESTORATION OF DWELLING AND TERMINATION OF LEASE**

Subject to the terms of this lease the Tenant undertakes at the expiry thereof to restore to the Landlord possession of the dwelling and all fixtures, fittings and installations in and outside the leased premises in good order and condition, fair wear and tear excepted.

23. **JURISDICTION OF MAGISTRATE'S COURT**

The Tenant hereby consents to the jurisdiction of the Magistrate's Court for any proceedings to be instituted in terms of this lease.

SIGNED BY THE PARTIES AT THE PLACES AND ON THE DATES SET OUT BELOW

PLACE **Gamtoos Mouth Resort**

DATE _____

WITNESS _____

LANDLORD

PLACE **Gamtoos Mouth Resort**

DATE _____

WITNESS _____

TENANT

ERF