

# Agreement of Rental

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## 1. Definitions :

- 1.1 **“The Landlord”** means Mersey River Portfolio (pty)  
t\as S-Cape Storage
- 1.2 **“The Tenant”** means the party/legal person/legal body as  
recorded in the Unit’s lease agreement
- 1.3 **“Rental”** means the monthly charge levied for the hiring  
of a Unit, Container or Parking Bay
- 1.4 **“Period”** means one calendar month
- 1.5 **“Unit”** means a Storage Unit, a Container or a Parking Bay  
of a specified size and allocated a designated number
- 1.6 **“S-Cape storage”** is situated in Zandwyk park, Old Paarl road, Paarl  
and the main purpose of its business is to provide  
storage and parking of vehicles, boats or caravans  
for both private and business use

**“The Landlord” details:**

Mersey River Portfolio (pty)  
t/as S – Cape Storage  
Zandwyk Park  
Old Paarl road, R101  
Paarl-South, 7646  
P o box 32229  
Kyalami 1684  
Tel. 021 863 0499  
Cell 082 454 1109  
e-mail : info@s-capestorage.co.za  
Web : [www.s-capestorage.co.za](http://www.s-capestorage.co.za)

**banking details:**

Standard Bank  
Midrand  
code 001-155  
acc nr 061117781

**“The Tenant” details:**

**Individual**

Full name .....

ID nr .....

Marital status .....

Physical address .....

.....

Tel .....

Cell .....

e-mail .....

Work contact details :

Company .....

Work address .....

Tel .....

e-mail .....

**Company / CC / Trust**

Company/CC/Trust name .....

Reg/CK/Deed nr .....

Vat reg nr .....

Physical address .....

.....

Tel .....

e-mail .....

**Lessee authorized representative:**

Full name .....

Capacity .....

Physical address .....

Id nr .....

Tel .....

Cell .....

e-mail .....

## Type of goods to be stored

General:

Full description .....

Vehicles:

Type .....

Reg owner .....

Reg nr .....

## Duration of lease

Commencement date .....

Termination date .....

Lease period :months .....

Monthly rental R .....

Deposit R .....

**Unit leased : nr.....**

Signature of this document constitutes an agreement of lease between  
**“The Landlord” and “The Tenant”.**

By his/her signature, **the Tenant** agrees to the suitability of the rented Unit/s, and/or Container/s, and/or Parking Bay/s, and acknowledges to have read and understood all terms and conditions relating to such agreement, copy of which is attached to this document.

**Signed :** .....

**Tenant**.....

**Date**.....

**Signed**.....

**The Landlord (or his agent)**.....

**Date**.....

## TERMS AND CONDITIONS OF RENTAL :

**The Tenant agrees to the rental of Unit/s, Container/s or Parking Bay/s on the following terms and conditions:**

- 1 The Tenant's** attention is drawn to the fact that the risk of loss and/or damage to the goods stored rests with him/her/it. **The Landlord** will not be liable for any loss or damage, and it is **the Tenant's** responsibility to insure his/her/its property against such events. **The Tenant** is required to obtain adequate insurance cover for the goods stored : this is a material condition of the lease and failure to do so will constitute a breach of this agreement. **The Landlord** will not be liable for any damage due to burglary, mold, mildew, fire, water damage, rodents, insects and Acts of God. Furthermore, **the Tenant** indemnifies **the Landlord** for any loss or damage to any goods or items stored on the premises. **The Landlord** will not be held liable for loss and/or damage to property arising from the active or passive acts or omissions or negligence of the owner, the owner's agents or employees.
- 2 The Tenant** enters the property at his/her own risk. **The Tenant** furthermore indemnifies **the Landlord** and the self-storage facility for any personal injury caused by **the Tenant** or his/her agents or employees.
- 3 The Tenant** shall pay the full deposit and a month advance rent to **the Landlord** before access is granted to a unit. **The Tenant** agrees to pay rental to **the Landlord** monthly in advance, on or before the first day of each month, by debit order charged to the bank account furnished by **the Tenant**, or by EFT. No other methods of payment are accepted. Subject to the unit being vacated, the deposit will be refunded to **the Tenant** within 14 days after the expiry of the lease period. Any costs incurred by **the Landlord** for the cleaning and/or repairs of the rented unit, or for the disposal of any goods left over by **the Tenant**, or for the non-payment of rent, will be deducted from the deposit. **The deposit shall not constitute the last month's rental.**
- 4 The Tenant** shall not sell, cede, transfer, pledge or otherwise alienate the rental agreement, nor sublet a unit or any portion thereof.

- 5 The tenant** warrants that the goods stored are not stolen goods and that he/her/it is either the owner or has lawful right of possession of such goods. It is a material condition of this lease that **the Tenant** is also required to notify **the Landlord** should he/she be storing goods with a value in excess of R 100 000.00 (one hundred thousand rand).
- 6** To avoid damage to the paved and tarred roadways within the storage park, no vehicle of more than **5 tons** will be allowed to drive into the premises.
- 7 The Tenant** is required to report any damage to the unit/s or to **the Landlord's** property, as well as any signs of leaks, mildew, mold, insects and rodents.
- 8** Should **the Tenant** fail, refuse and/or neglect to pay any rents and/or deposit due, and/or not sign this **Agreement of Rental**, the lease shall be deemed immediately cancelled, and any original deposit forfeited.
- 9 The Landlord** shall be entitled to claim monetary damages for any money due from the last received rental to the date of cancellation as stated in the rental agreement.
- 10** In the event of **the Tenant** failing to meet his/hers/its obligations in terms of this agreement, **the Landlord** shall be entitled to cancel such agreement and/or demand specific performance of **the Tenant's** obligations together with any damages suffered by **the Landlord** as a result of such a default.
- 11** Should any breach of the agreement not be rectified, and upon the serving of a 7 days notice, **the Landlord** reserves the right to obtain access to the unit and dispose of any items stored in settlement of arrear rentals and/or any damages to the unit.
- 12** Should **the Landlord** institute any legal proceedings to enforce the terms and conditions of this agreement against **the Tenant, the Tenant** shall be responsible to pay all costs incurred by **the Landlord. The Tenant** consents to the Jurisdiction of the Magistrate's Court over the district where the unit is situated.

- 13 The Landlord** shall have a hypothec in respect of all movables stored by **the Tenant**.
- 14** All notices shall be sent, and deemed to have been received, by any one of the following mediums to any one of **the Tenant's** addresses: cellular, via an **sms message**, an **e-mail**, a **fax**, a **registered mail**
- 15 the Tenant** shall have electronic access to the storage park, and only to his legally rented unit/s allocated to him/her/it, at all times during the lease period, as stated in the lease agreement, subject to all rentals being paid and up to date. In order to gain access to the storage park, and to his/her/its unit, **the Tenant** will be furnished with a unique code. Such code will be immediately **suspended / cancelled** following any breach of this agreement. The units have a lockable handle, for the exclusive use by **the Landlord**, and a lockable latch, for the exclusive use by **the Tenant**. Padlocks supplied by **the Landlord** are preferred. Spare padlocks are available for sale at the office.
- 16 The Tenant** shall use the unit only for the purpose of storing the movable property referred to in this agreement. It may not be used as a dwelling, shelter or workshop or office. **The Tenant** shall not store any goods that are foul-smelling, perishable, illegal, or hazardous. No firearms or ammunitions, or explosives of any type may be stored. Anything stored in violation of this clause will be removed and disposed of at **the Tenant's** expense, and without compensation. Notice of such removal and disposal will be provided to **the Tenant** only where reasonably possible.
- 17** Available units can be reserved in advance by means of payment of the full deposit, and the signing of this **Agreement of Rental** for such unit. Such units will then be reserved, free of charge, for the benefit of **the Tenant**, and up to a maximum period of the remainder of the calendar month during which the initial deposit for the reservation was received. The Tenant will be liable for rents starting on the first day of the calendar month following such reservation whether he/her/it has taken occupation of the unit or not.



**18** Should a unit be reserved, by way of paying the deposit for such unit and the signing of an Agreement of Rental, and then not be occupied within the prescribed period, followed by cancellation of the rental agreement, **the Landlord** will retain the full deposit as administration fees. **The Tenant** will also be responsible for any rents accrued, whether he/her/it has taken occupation of the unit or not.

**19 The Tenant** shall have the right to terminate this agreement, and prior to the termination date, by giving **the Landlord** a minimum of one full calendar month written notice. Upon vacating the unit, **the Tenant** shall leave the unit in the condition that he/she/it found it, and furthermore empty, clean and undamaged.

**20 The Tenant** shall vacate the unit by 10.00 on the last day of the agreement of rental date, or on the last day of the notice period in the case of an early termination.

**21** Should any goods be left on the premises after the termination or cancellation of the lease, **the Landlord** reserves the right of moving such goods to alternative premises, and after a maximum period of 10 days dispose of them.

**22** Should the agreement be cancelled or terminated and **the Tenant** fail to vacate the unit as per clauses 17 and 18, **the Tenant** shall remain liable for the payment of the rental on a monthly basis until such time as the unit is vacated.

**23 The Landlord** shall be entitled to access **The Tenant's** unit at any time, and in case of any emergency. **The Landlord** can not be held liable for any damage caused by or following any such emergency, due to lack of access or any other reason.

**24 The Landlord** shall be entitled to increase the monthly rent at any time upon giving a one month written notice to **the Tenant**.

**25** Should **the Tenant** be granted any discount for a specific lease period, such discount will be payable back to **the Landlord** in case of non-completion of such a specified lease period.

**26** **The Landlord** shall not be liable for damages arising out of **the Tenant's** use of the unit, including but not limited to matters beyond the control of **the Landlord**.

**27** The signature on this contract is intended and accepted to be that of **the Tenant**, to whom solely and exclusively the unit is leased. By signing this contract **the Tenant** binds him/her/itself to all its terms and conditions, and further confirms that he/she/ it has read and understood all terms and conditions of this agreement, and raised and clarified any questions which require clarification before signing this agreement.

**28** Any latitude or extension of time which may be allowed by **the Landlord** to **the Tenant** shall not in any circumstances be deemed to be a waiver of **the Landlord's** rights.

**29** It is further stated that **the Landlord** is not a bailee of **the Tenant's** property, as **the Landlord** does not take care, have custody or control of **the Tenant's** goods.

**30** This document shall constitute the entire agreement of rental between **the Landlord and the Tenant**. No variation of this document shall be of any force or effect unless reduced to writing and signed by the parties hereto. **The Landlord** shall not be bound by any other terms or conditions, promises or statements, warranties or representations, expressed or implied, made by any of its employees, or any other person purporting to act for and on behalf of S-Cape.

FOR OFFICE USE

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Document checked by .....  
Contact details confirmed .....