

AUTO DATE

_____ (“The Landlord”) *whichever is applicable*
Redefine Place
2 Arnold Road
ROSEBANK

OFFER TO LEASE

I / We, _____ (**Legal Entity**), (copies of Company/Close Corporation Registration Forms, Identity Documents, VAT Registration are to be attached hereto as Annexure “A”) Registration number/ID : _____ trading as _____ (the “Tenant”) do hereby offer to lease from the Landlord, (through the agency of _____), a (*description of the premises ground floor office etc*) measuring approximately _____ m^2 of rentable (*office, retail, industrial*) area, balcony/patio measuring approximately _____ m^2 and basement storage measuring _____ m^2 and _____ m^2 metres **totalling** _____ m^2 square metres together with _____ (#) basement parking bays, _____ (#) open parking bays, _____ (#) shaded/covered parking bays (*subject to re-measurement at the discretion of the Landlord*) as demarcated in red on the attached plan marked Annexure “B” of the building known as _____ (the “Leased Premises”), on the following material terms and conditions:

1. **COMMENCEMENT DATE**

1.1 The commencement date of the lease will be _____.

2. **PERIOD OF LEASE**

2.1 The lease shall be for a period of _____ (#) years and _____ (#) months from the commencement date.

3. **MONTHLY RENTAL**

The rental payable monthly exclusive of VAT, in advance from the commencement date, by the Tenant in respect of the leased premises shall:

3.1 **Net Rental:** R _____ (_____ Rand), which shall escalate at a rate of _____ % per annum compound on each anniversary of the commencement date during the period of the lease.

3.2 **Storage Rental:** R _____ (_____ Rand), which shall escalate at a rate of _____ % per annum compound on each anniversary of the commencement date during the period of the lease.

3.3 **Balcony/patio Rental:** R _____ (_____ Rand), which shall escalate at a rate of _____ % per annum compound on each anniversary of the commencement date during the period of the lease.

3.4 **Operating Costs:** R _____ (_____ Rand) which shall escalate at a rate of _____ % per annum compound on each anniversary of the commencement date during the period of the lease.

Initial
Here

3.5 Parking Rental

	<u>QUANTITY</u>	<u>RATE</u>
• Basement bays	_____ bays @	R_____ per bay
• Covered/shaded bays	_____ bays @	R_____ per bay
• Open bays	_____ bays @	R_____ per bay

3.6 The parking bay rental shall escalate at a rate of _____% per annum compound on each anniversary of the commencement date during the period of the lease.

4. OTHER CHARGES

- 4.1 In addition to the rental stated in clause 3, the Tenant will be liable for and shall pay the costs of electricity, gas and water consumed by it in or on the leased premises, (including the costs of electricity consumed by the air-conditioning serving the leased premises where applicable, together with a pro rata share of the costs for water and electricity consumed in the common areas). Where such services are not separately metered, the Tenant's liability shall be calculated on a pro-rata basis (based on his rentable area to the total occupied area).
- 4.2 In addition to the rental stated in clause 3, the Tenant shall pay to the Landlord it's pro-rata share (based on his rentable area to the total rentable area) of the rates and taxes (including any increases therein from time to time) payable in respect of the property and the building which amount is currently R_____ m² (R_____ per month) exclusive of VAT.
- 4.3 In addition to the rental stated in clauses, the Tenant will be liable for and shall pay it's pro-rata share (based on his rentable area to the total occupied area) of all other local authority charges, such as sewerage and refuse removal.
- 4.4 In addition to the rental stated in clause 3, where the refuse removal service is provided by a third party other than the local authority, the Tenant will be liable for and shall pay it's pro-rata share (based on his rentable area to the occupied area) of the full costs of such refuse removal service.
- 4.5 In addition to the rental stated in clause 3 and in the event the Tenant makes use of a specific type of refuse removal such as wet refuse then the Landlord shall be entitled to recover all such costs over and above these costs contained in clause 4.4.
- 4.6 In addition to the rental stated in clause 3, the Tenant will be liable for and shall pay it's pro-rata share (based on their rentable area to the total occupied area) towards Business/City Improvement District Fees, should this apply within the suburb where the building is situated. The Tenant shall be liable for its pro-rata share of increases in the City Improvement District Fees from time to time.
- 4.7 In addition to the rental stated in clause 3, the Tenant will be liable for and shall pay its pro-rata share towards any Park Owners Fees and or Body Corporate Levies, should these apply to the building.
- 4.8 In addition to the rental stated in clause 3, the Tenant will be liable for and shall pay the required a fee towards the Marketing Fund if applicable in the building, of R_____ per month exclusive of VAT which shall escalate at a rate of _____% per annum compound on each anniversary of the commencement date during the period of the lease, and is based on a percentage of _____% of the rental as contemplated in clause 3.1.

5. TURNOVER RENTAL

5.1 With effect from the commencement date the Tenant shall pay the Landlord, in addition to the rental contained in clause 3 and 4 hereto, either the rental as stipulated in clause 3.1 or the Turnover Rental equivalent to _____% of the total annual turnover of the Tenant, whichever is the greater.

6. **LEASE COSTS**

6.1 The Tenant shall pay all lease costs of R950.00 exclusive of VAT in terms of this Lease Agreement and any replacement Lease Agreement.

7. **DEPOSIT**

7.1 The Tenant shall provide a deposit/irrevocable bank guarantee equivalent to 3 (three) months gross rental inclusive of VAT of the last month of the lease in the amount of **R _____** (*Amount in words*) to the Landlord.

7.2 The deposit/irrevocable bank guarantee shall be paid to the Landlord upon signature of the Lease Agreement. Notwithstanding this, the Tenant shall not be granted access to the premises until such deposit/bank guarantee is paid.

7.3 The deposit shall be retained by the Landlord until 3 months after the expiry of this Lease or in the case of a bank guarantee shall expire 3 months of the expiry of this Lease; and the premises having been vacated by the Tenant and the complete discharge of the Tenant's obligations to the Landlord arising from the Lease where after the Bank Guarantee shall be revoked or the deposit shall be paid out to the Tenant without interest.

8. **SURETY**

The Tenant warrants that its Directors / Members / Partners / Shareholders:

_____ (full name) _____ (Identity Number) _____ (Signature)

_____ (full name) _____ (Identity Number) _____ (Signature)

_____ (full name) _____ (Identity Number) _____ (Signature)

_____ (full name) _____ (Identity Number) _____ (Signature)

Shall and do hereby bind themselves as sureties and co-principal debtors, guaranteeing the obligations of the Tenant in terms of the lease. The acceptance of suitable sureties will be entirely at the discretion of the Landlord.

9. **USE OF THE LEASED PREMISES**

9.1 The leased premises shall be used solely for the purposes of _____

9.2 The Landlord does not warrant that the premises for that the premises are fit for the purposes for which it is let or that the Tenant will be granted a licence in respect of the premises for conducting its business.

10. **VOETSTOOTS**

The Premises are let to the Tenant "voetstoots" and in the condition in which they stand on the Commencement Date. The Tenant agrees that the Landlord is not bound by any representations in respect of the condition of the Premises nor any promise to decorate, alter, repair or improve the premises either before or after the date of signature hereof unless the same are contained herein or made part thereof. Save for the exterior of the premises (which shall be the obligation of the Landlord), the Tenant shall be obliged to maintain the premises in good order and condition.

11. **TRANSFER OF RIGHTS**

The Tenant undertakes not to cede, transfer, pledge or in any way dispose of its rights in terms of this lease and may not sub-let the leased premise or any part thereof without the prior consent of the Landlord which consent shall not be unreasonably withheld.

12. **MAINTENANCE**

The Tenant shall maintain the interior of the premises (including any air-conditioning equipment servicing the leased premises save for central plants) to the reasonable satisfaction of the Landlord.

13. **LIABILITY**

The Landlord shall have no liability concerning any loss or damage suffered by the Tenant relating to the premises.

14. **DEBIT ORDER**

The Tenant undertakes to sign a Debit Order for the monthly payment of rental and recoveries, which debit order form is annexed to this offer and is to be completed upon signature hereof.

15. **VALUE ADDED TAX**

The Tenant shall in addition to all amounts payable in terms of the lease, pay to the Landlord all Value Added Tax (V.A.T.) or any similar tax, levy or duty which may be payable by the Landlord upon demand. It is specifically recorded that all amounts referred to herein are exclusive of V.A.T.

16. **LAYOUT PLANS**

The Tenant is required to submit to the Landlord leased premises design drawings prepared in accordance with the design criteria for the building. Such drawings are to be of a suitably high standard. Both the Landlord and the relevant municipal authorities must approve such design drawings prior to the commencement of fit out of the leased premise.

17. **VARIATIONS**

This Offer to Lease contains all the terms and conditions of the agreement between the Landlord and the Tenant relating to these presents. The parties acknowledge that there are no understandings, representations or terms between the Landlord and the Tenant in regard to the letting of the premises, other than those stated in this Offer to Lease. Any variation or amendment to this agreement shall not be effective unless reduced to writing and signed by the parties hereto.

18. **NO WARRANTIES**

The Tenant records that it is not entering into this offer to lease by reason of any warranty or representation made to him by or on behalf of the Landlord, other than as set out in this offer to lease.

19. **LEASE AGREEMENT**

This document, once signed by the Tenant and received by the Landlord, constitutes a firm and irrevocable offer which may be accepted in writing and which shall remain open for acceptance by the Landlord by close of business on _____. If this offer has been accepted by that date, a firm and binding contract of lease shall come into existence. A more comprehensive Landlord's standard Agreement of Lease (which agreement is available for viewing on our website www.redefine.co.za under the leasing section thereof) containing provisions not inconsistent herewith will in due course, and in the Landlord's sole discretion replace such contract. No contract of lease shall come into existence before the Landlord accepts this offer in writing, together with an acceptable credit clearance report, and the Tenant shall not be entitled to claim or allege the existence of any lease arising out of any negotiations or alleged oral agreement.

20. **SPECIAL CONDITIONS**

20.1 The Landlord

20.2 The Tenant

21. **TENANT INSTALLATION ALLOWANCE** *(OPTIONAL CLAUSE ONLY IF IT IS BEING GRANTED)*

21.1 A Tenant installation allowance of R _____/m² will be given to the Tenant, on the net usable office area of the premises, (excluding patio's, storage area's etc), the cost not to exceed the Landlord's allowance, in which case the overrun will be for the Tenant's account. This Tenant installation allowance will be payable upon inspection and against written proof (in the form of an original VAT invoice) being provided to the Landlord that such expenditure has been expended on/in the leased premises, within three months from the Commencement Date. The Tenant shall undertake all work necessary for its occupation and operation in the premises. Notwithstanding the aforementioned installation, the Tenant shall at termination of the lease, the Tenant shall return to the Landlord the abovementioned premises in good order and condition, fair wear and tear only accepted.

21.2 The Tenant shall be responsible for providing to the Landlord a Certificate of Electrical Compliance within 14 (fourteen) days of the commencement of the lease to ensure that the premises are electrically compliant in terms of the requirements of the relevant authority as well as the Occupational Health and Safety Act (as amended). The costs of providing this certificate as well as any electrical repairs to ensure that the premises are compliant shall form a part of the Tenant's allowance referred to in 21.1 of this offer.

21.3 The Tenant shall receive a rent free period for fitting-out and fixturing purposes which period shall be _____ months from the Commencement Date. During such time the Tenant shall not pay rent but shall be liable for other charges as per clause 4 above. All other terms and conditions of this Offer to Lease shall apply from the rent free period.

SIGNED AT on20.....

By the Tenant, the signatory being fully authorised.

FOR: THE TENANT (DULY AUTHORISED)

AS WITNESS:

1. _____

(Landlord) Signed

NAME (in Block Letters)

NAME (in Block Letters)

SIGNED AT on20.....

By the Landlord, the signatory being fully authorised.

FOR: THE LANDLORD (DULY AUTHORISED)

AS WITNESS:

1. _____

(Landlord) Signed

NAME (in Block Letters)

NAME (in Block Letters)

DETAILS REQUIRED FOR LEASE AGREEMENT

Individual / Full Names : _____
Identity Number : _____
Residential Address : _____
Telephone Numbers : _____

Company / CC Name : _____
VAT Number : _____
Company Registration Number : _____
Current Physical
Business Address : _____
Postal Address : _____
Telephone Number : _____
Facsimile Number : _____
Email : _____
Cell : _____

Company / CC Representative

Full Names : _____
Identity Number : _____

Bank Details

Please provide copy of a cancelled cheque.

Account Holder Name : _____
Bank Name : _____
Branch Name and Number : _____
Account Number : _____
Contact Person at Bank : _____
Telephone Number : _____

Present Landlord

Company Name : _____
Contact Person : _____
Telephone Number : _____
Premises Address : _____

Sureties for Company / CC

Full Name : _____
Identity Number : _____
Residential Address : _____

Personal Banking Details _____

Married ANC / COP : _____
Name of Spouse : _____
ID Number of Spouse : _____

Please provide copies of the following documentation where applicable:

- a) **Sole Proprietor** : **Identity Document(s)**
- b) **Close Corporation** : **Founding Statement**
: **Resolution**
: **CK Document (CK1)**
: **ID Documents of Members**
- c) **Partnership** : **Identity Document(s)**
: **Partners Identity Documents**
- d) **Proprietary Limited** : **Resolution**
: **Certificate of Incorporation**
: **Directors ID Documents**
- e) **Trust** : **Letter or Resolution**
- f) **Limited** : **Resolution**
: **CM1**
: **Identity Number**

I, _____ in my capacity as _____, declare that the above information is both true and correct and hereby consents to the Landlord, at all times:-

- a) be authorised to contact, request and obtain information from any credit provider (or potential credit provider) or registered credit bureau relevant to an assessment of the behaviour, profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the Tenant;
- b) furnish information concerning the behaviour, profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the Tenant to any registered credit bureau or to any credit provider (or potential credit provider) seeking a trade reference regarding the Tenant's dealings with the Landlord.

Name : _____
Signature : _____
Date : _____

**Copies of Company/Close Corporation Registration Forms, Identity Documents, VAT
Registration**

Plan of Premises

DEBIT ORDER