



FLEX SELF-STORAGE

LEASE AGREEMENT

PARTIES

Storage Unit / Container No _____

This agreement is entered into by

Flex Self-Storage (Reg No: 2015/358014/07)
herein represented by _____

of: _____
(hereinafter referred to as "the LESSOR")

and

Full Name / Registered Name: _____

Identity/ Registration Number: _____ VAT no: _____

Physical Address: _____ Postal code: _____

Postal Address: _____ Postal code: _____

Telephone number (h) _____ (w) _____

Cell phone number: _____ E-mail _____

Full names, surname, identity number and capacity of person signing on behalf of LESSEE (if applicable):

Contact information of Family Members and/or Friends:

Full name _____

Address _____

Cell phone number: _____

Email address: _____

(hereinafter referred to as the LESSEE)

TERMS AND CONDITIONS OF LEASE OF THE STORAGE UNIT

1. The LESSOR hereby lets to the LESSEE who hereby hires the Storage Unit (as described at the top of this agreement) subject to the terms and conditions contained in this agreement.
2. It is agreed that the LESSOR shall provide storage facility to the LESSEE for an indefinite period commencing on _____ and ending after 30 (THIRTY) days written notice of termination by either party has been given and received.

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3. The rental amount for the Storage Unit payable by the LESSEE shall amount to R_____ (including VAT, if applicable) per calendar month or part thereof, payable monthly in advance by no later than the 5th of each and every month, with the first payment on _____.
4. The monthly rental shall escalate annually on the 1st of July with 10% (TEN PERCENT) per annum.
5. The monthly rental shall be payable into the following bank account:

FIRST NATIONAL BANK – ACCOUNT NAME: UPS LABS (PTY) LTD
BRANCH NO:258 055 – ACCOUNT NO: 62565529032

REFERENCE: UNIT NUMBER AND SURNAME/REGISTERED NAME

6. Should any rental not be paid punctually on due date the LESSEE shall be liable for payment of interest on all arrear rental amounts calculated at the rate as prescribed by the Prescribed Rate of Interest Act, 55 van 1975 (as amended), calculated from date of default until date of final payment, both days inclusive.
7. The LESSEE shall be obliged and liable to comprehensively insure all goods stored in the Storage Unit and the LESSOR shall at all times be entitled to assume that all stored goods are insured as such.
8. The LESSEE shall be responsible for the storing and recovering of stored goods from the Storage Unit. All goods shall be stored at the sole risk of the LESSEE.
9. The storing and recovering of goods shall only be permitted within normal office hours. Office hours will be Monday – Friday 08h00 – 15h00. Access to units - hours:- Monday – Friday 08h00 – 17h00, Saturday and Sundays 08h00-12h00. Closed on all holidays. Any visits to the Storage Unit may only be undertaken after prior arrangement with the LESSOR. While the lease subsists the LESSEE may not, without the prior consent of the LESSOR, remove any stored goods from the Storage Unit, as such goods are to remain as the LESSOR's security for the punctual payment by the LESSEE of the rental and/or any other amounts payable in terms of this agreement. Such consent shall however not be unreasonably withheld, especially where the remaining goods will serve as sufficient security.
10. The LESSEE shall not store any flammable-, explosive-, perishable-, illegal- or dangerous goods or items which could be hazardous in any way.
11. The LESSOR undertakes to inform the LESSEE of any occurrence which can lead to damage of the stored goods or could compromise the integrity of the Storage Unit. The LESSEE may then inspect the Storage Unit for damage to his/her/its stored goods.
12. The LESSOR, its directors, members, trustees, owners, agents and/or employees shall not be liable for any damage to any stored goods and/or any other damage and/or loss suffered by the LESSEE and/or any other person as a result of rain, wind, hail, lightning, fire, storms or leakages or civil commotions, riots, or strikes or acts of enemies of the state, interruption from time to time in the supply of electricity or other amenities or the complete cessation of such amenities or through any other cause whatsoever relating to the use by the LESSEE of the Storage Unit and/or this agreement in general.
13. The LESSEE shall ensure that all goods are removed from the Storage Unit within 24 hours of the termination of this lease, unless the rental is in arrears and/or the LESSEE is in breach of any other term of this agreement, in which case the goods are to remain in the Storage Unit as the LESSOR's security until all outstanding amounts have been paid and all breaches have been remedied.
14. The LESSOR or its authorised agents shall at any reasonable times, but only after prior notice to the LESSEE, be entitled to enter the Storage Unit in order to inspect same or to make improvements and/or repairs.

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15. The parties choose their respective addresses set-out on page 1 of this agreement as the addresses where they will accept delivery and/or service of all documents, notices and/or pleadings for the purposes of this agreement and/or relating thereto (*domicilium citandi et executandi*). Any party may change his/her/its address aforesaid by giving the other 30 (THIRTY) days written notice, subject to the new address being a physical address located within the Republic of South Africa.
16. Should the LESSEE fail to pay any amount owing in terms of this lease on due date, or commit any other breach of any terms or conditions of this lease, and fail to remedy such breach within a period of 7 (SEVEN) days after date of despatch of a written notice by the LESSOR calling upon the LESSEE to do so the LESSOR shall be entitled to cancel this lease by giving written notice to the LESSEE, but without prejudice to any other claim which the LESSOR may have against the LESSEE for arrear rental and/or other amounts owing hereunder and/or for damages it may have suffered by reason of the LESSEE's breach of contract and/or of the premature cancellation as a result thereof. The provisions of this clause will likewise apply to any breach of the terms and conditions of this agreement by the LESSOR, the necessary changes having been made. This clause shall also not be interpreted to deny the LESSEE of his/her/its rights in terms of the Consumer Protection Act, No. 68 of 2008, (to the extent that said Act applies to this agreement) to approach the National Consumer Tribunal, an ombud with jurisdiction, an accredited industry ombud, a consumer court with jurisdiction, an alternative dispute resolution agent, the National Consumer Commission and/or a court with jurisdiction, in order to resolve any dispute with the LESSOR and/or enforce any right in terms of this agreement and/or said act.
17. **By signing this contract The LESSEE hereby agrees, to authorise the LESSOR to sell the goods stored for recovering of outstanding debt, if the LESSOR is unsuccessful of tracking the LESSEE at the given information as per the contract. The LESSEE also admits that he/she has read and understands this clause of the contract.**

_____ (Signed by LESSEE)

18. Should any party incur any legal costs in order to enforce his/her/its rights in terms of this agreement and/or to obtain legal advice in such regard, the other party shall be liable for such costs calculated on an attorney-and-client basis, irrespective of whether action has been instituted or not, as well as collection commission, according to the tariff prescribed by the Law Society of the Northern Provinces.
19. The parties consent to the Jurisdiction of the Magistrate's Court.
20. This document constitutes the whole agreement between the parties and no warranties or representations, whether express or implied, not stated herein shall be binding on the parties.
21. No agreement at variance with the terms and conditions of this document shall be binding on the parties unless reduced to a written agreement/addendum signed by or on behalf of all parties.
22. No relaxation or indulgence which any party may show to the other shall in any way prejudice or be deemed to be a waiver of the former's rights hereunder and, in particular, no acceptance by the LESSOR of rent after due date (whether on one or more occasions) shall preclude or stop it from exercising any rights enjoyed by it hereunder by reason of any subsequent payment not being made strictly on due date.
23. For insofar as this agreement is or may be subject to the Consumer Protection Act, No. 68 of 2008, the provisions of aforesaid act shall be applicable in the case of any discrepancy between the provisions thereof and the provisions of this agreement. No provision of this agreement shall also be interpreted so as to deny either one of the parties any right or remedy that party may have in terms of aforesaid act.

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- 24. Each provision of this agreement is severable from the other provisions thereof and should any provision for whatever reason be found to be in any way defective, invalid or unenforceable by any duly constituted- and authorised court or forum, the remaining provisions thereof will be and remain fully valid and in force.
- 25. Any person signing this agreement on behalf of any company, close corporation, trust and/or any other legal entity expressly warrant that he/she is duly authorised to do so and that such entity will be bound by the provisions of this agreement.
- 26. The LESSEE expressly acknowledges that he/she/it inspected the Storage Unit, is satisfied with the condition thereof and that it is suited for the purposes for which it is let to the LESSEE.
- 27. Where have you heard about us? _____

SIGNED AT _____ on this _____ day of _____ 2016 .

AS WITNESSES:

1. _____
_____ obo LESSOR

2. _____

SIGNED AT _____ on this _____ day of _____ 2016 .

AS WITNESSES:

1. _____
_____ LESSEE / obo LESSEE

2. _____ (Client)

- Copy of ID
- Proof of residence
- Proof of employment / or
- Copy of Company Registration Documents

Kindly note, for whatever reason the above documents is not attached to this agreement by the time the customer is moving in, the documents must be submitted to our office at the latest **083 570 8881** the first coming Monday after moving in on our premises. If the client do not adhere **083 570 8883** hereto, the client storage unit will be locked up by management until the **072 669 5510**

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documents is submitted to our offices.

Confirmation letter for Insurance Purposes:

Regarding our premises at 7 Brons Street; Rustenburg:-

All steel units/containers are locked with heavy duty locks.

The security system that we have in place is Robogaurd Beams, Electric Fence, Remote control gate, Spot lights at night and Wesalarms Armed Response.

Kindly note that all customers are responsible for their own insurance on the goods they store on our premises.

Flex Self-Storage take no responsibility for any damages, loss, theft, fire, or any type of nature disasters that might accrue and leads to damaging of the goods inside our units/containers.

Clients are forbidden to store any explosives, flammable goods or dangerous goods that might leads to fire or explosions on these premises.

Please read our terms and conditions in our rental agreement.

For any further information contact: 014 538 3195; 083 570 8881/3.

Thank you

Management

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