86 PROPERTY STORAGE (PTY) LTD

REGISTRATION NUMBER: 2018/314559/07

STORAGE UNIT AGREEMENT

Postal address: 172 Earls Court Airways Rd

Physical address: 14 Discovery Road, Pacaltsdorp

Tel: 0836473667 | ***fax:*** 0865771115 | ***email:*** info@cawstorage.co.za

1. Lessee Details ("The Lessee")

A. INDIVIDUAL

Full Name: .....

.....

ID No: .....

Marital Status: .....

Physical Address: .....

.....

Tel: (h) ..... (c) .....

Email: .....

B. COMPANY / . CC / TRUST

Company/CC/Trust Name: .....

.....

Reg/Ck/Deed No: .....

Vat No: .....

Physical Address: .....

.....

Tel: ..... Fax: .....

Email: .....

2 . Work Contact Details (individual)

Company Name: .....

Work Address: .....

.....

Tell: (w) ..... (f) .....

Email: .....

3 . Lessee's Authorized Representative

Full Name: .....

Capacity: .....

Physical Address: .....

.....

ID No: .....

Tel: (h) ..... (c) .....

Email: .....

4 . Next of Kin

Full Name: .....

Physical Address: .....

.....

ID No: .....

Cell No: .....

Email: .....

5 . Type of Goods to be Stored ("The Goods")

A. GENERAL .....

.....

B. VEHICLES

Type: .....

Reg Owner: .....

Reg No: .....

Commencement Date:		**Monthly Rental:**	
Termination Date		**Pro Rata Rental:**	
Lease Period (Months):		**Deposit:**	
Lease Period (Days):		**Admin Fee:**	
Unit Sqm:		**Total Amount Due:**	

Signature of this document constitutes an agreement of lease between That Storage Place ("the Lessor") and the Lessee and serves as a tax invoice. By his/her signature, the Lessee acknowledges the suitability of the unit and accepts that he/she is bound by the conditions printed on the pages attached which is an integral part of the agreement.

1 Signed on: _____ _____

Lessee:

2 Signed on: Lessor:

_____ _____

FOR OFFICE USE

1. Documents checked ☐ Responsible official initial:
2. Contact details confirmed ☐ …….
3. Drop box updated ☐ Date: ……
4. Unibase updated ☐
5. Debit order loaded ☐

Lessor initial	Lessee initial

TERMS AND CONDITIONS OF STORAGE

The Lessor agrees to let a Storage Unit within its Storage Facility to the Lessee on the following terms and conditions:

1. PAYMENT OF STORAGE RENTAL

For the duration of the lease, the Lessee shall pay the rental to the Lessor monthly in advance, on or before the first day of each month. If the rental is paid late, the Lessor shall be entitled, in addition to any other rights it may have in terms of the common law, to charge a late payment fee of R250.00 (Two Hundred and Fifty Rand) on each such occasion.

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2. THE DEPOSIT

Before access will be granted to the Storage Facility and / or the Storage Unit by the Lessor, the Lessee shall pay the Deposit to it together with the first month's rental which is due and payable upon signature of the agreement. Subject to the Storage Unit being vacant, the Deposit will be refunded to the Lessee within 14 (fourteen) days after the expiry of the Lease period and after deducting any unpaid rental or costs incurred by the Lessor for the cleaning and/or repair of the Storage Unit or disposal of any property left in the Storage Unit. In order to avoid any deductions from the Deposit, the Lessee must ensure that it arranges a proper handover of the Storage Unit back to the Lessor on the termination date, so that the condition of the Storage Unit can be confirmed by both parties. The deposit shall not constitute the last month's rental.

3. ACCESS TO THE STORAGE UNIT

The Lessee will have electronic access to the Storage Facility and the Storage as follows; Mondays - Fridays 8am - 5pm, Saturdays and Sundays 8am - 2pm, during the Lease period reflected in this agreement subject to the rental being paid up to date. The Lessee appoints the representative nominated in this agreement to have access to the Storage Facility and the Storage Unit in the event that the Lessee is unavailable for any reason to exercise such access. In order to gain access to the Storage Facility and the Storage Unit, the representative must produce sufficient proof of his/her identity (limited to a driver's license, identity document or passport) and written authority to access the Storage Facility and the Storage Unit. The authorized person agrees to abide by the terms and conditions contained herein as far as it relates to him/her/it. The Lessor shall have the right to terminate such access given to the nominated person to the Storage Facility and the Storage Unit by giving written notice to that effect to the Lessee and the termination shall be effective upon receipt of such notice by the Lessee.

4. USE OF THE STORAGE UNIT & TYPES OF GOODS ALLOWED

The Lessee shall use the Storage 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. The Lessee shall not store anything in the Storage Unit which is perishable, foul-smelling, illegal, or hazardous or which constitutes any type of nuisance or risk to the staff or other lessees within the Storage facility. **Anything stored in violation of this clause will be removed and disposed of at the Lessee's expense without compensation to the Lessee. Notice of such removal and disposal will only be provided to the Lessee where reasonably possible. Furthermore the Lessee warrants that the goods to be stored in the Storage Unit are not stolen goods and that the Lessee is either the beneficial owner or has the lawful right of possession thereof.**

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5. TERMINATION OF THE AGREEMENT AND VACATION OF THE STORAGE UNIT

5.1 The Lessee shall have the right to terminate the agreement prior to the termination date by giving the Lessor a minimum of 20 business days' written notice of the Lessee's intention to vacate the Storage Unit. The Lessor shall be entitled to charge a penalty for the early termination equal to two months' rental, which amount the Lessee agrees to be reasonable. Upon the vacating of the Storage Unit in accordance with such notice, the Lessee shall leave the unit empty, clean and undamaged and shall vacate the unit by 16h00 on the last day of such notice period.

5.2 The lease shall continue on a month to month basis in the event of the Lessee not vacating the Storage Unit on the termination date or in accordance with clause 5.1 above by giving the Lessor 20 business days' notice.

6. RISK & INSURANCE

The Lessor shall use its best efforts to keep the Lessee's stored property safe. **However, the Lessee's attention is drawn to the fact that the risk of loss of and/or damage to the property remains on him/her/it, and the Lessor will not be liable for the loss of and/or any damage to the Lessee's property and it is therefore the Lessee's responsibility to insure his/her/its own property.**

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7. LOCKING THE STORAGE UNIT

The Storage Unit shall have two bolts on the bottom sides of the storage unit door as well as a central lock in the middle of the storage unit door, the two bottom bolts of the storage unit door are for the use of the Lessee and the central lock on the storage unit door is for the use of the Lessor. The Lessee is responsible for providing his/her own padlocks for the bolts provided. The Lessee shall not be entitled to lock the central lock on the storage unit door, which shall be for the sole use of the Lessor who shall be entitled to lock the Unit which the Lessor will only lock should the Lessee be in breach of this agreement for any reason whatsoever.

8. STORAGE RENTAL

8.1 The Lessor shall be entitled to increase the monthly rental at any time on one (1) calendar months' written notice to the Lessee, and where applicable to adjust the Lessee's debit order accordingly. If the Lessee is not prepared to continue using the Storage Unit for the adjusted monthly rental, the Lessee may give notice in accordance with clause 5 above but will be obliged to pay the increased rental until the Storage Unit is vacated in terms of his/her/its notice. Should he/she/it not vacate the Storage Unit in accordance with such notice, the rental shall automatically be increased to the amount so notified.

8.2 The monthly rental will automatically be increased by an amount of 10% (Ten percent) per annum on each succeeding annual anniversary of this rental agreement which date will be worked out according to one calendar year from the date of commencement of this rental agreement.

8.3 Should the agreement be cancelled or terminated in terms of clauses 5.1 or 9.1 and Lessee not vacate the Storage Unit thereafter, the Lessee shall remain liable for the payment of the rental until such time as he/she/ it has vacated the Storage Unit.

9. BREACH

9.1 In the event of the Lessee failing to meet his/her obligations under this agreement, the Lessor shall be entitled to cancel this agreement or demand specific performance of the Lessee's obligations together with any damages suffered by the Lessor as a result of such default, provided that the Lessee is given 7 (seven) days' written notice to remedy the default.

Lessor initial | Lessee initial

9.2 The Lessee agrees to accept service of any legal process at the physical address recorded on the information page under "Lessee Details", "Alternate Contact Details" or "Next of Kin" but agrees to accept delivery of other notices at any of the Lessee's email addresses or fax numbers recorded on the information page.

9.3 Should the Lessor bring legal proceedings against the Lessee to enforce payments of amounts owed to it, the Lessee shall be responsible to pay all costs the Lessor incurs in collecting the payment on an attorney own client scale. The Lessee consents to the Jurisdiction of the Magistrate's Court having jurisdiction over the district in which the Unit is situated.

9.4 The Lessor shall not be liable for damages arising out of the Lessee's use of the Storage Unit, including but not limited to matters beyond the control of the Lessor.

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9.5 The Lessor shall have a tacit hypothec and a lien on all Goods stored within the Storage Unit to secure payment of all amounts due to the Lessor under this agreement. In terms thereof, the Lessee shall not be entitled to remove any Goods from the Storage Unit until payment of its rental in full has been received by the Lessor. The Lessor hereunder will be entitled to with immediate effect change all the padlocks on the said storage unit.

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9.6 As security for its obligations in terms of this agreement, the Lessee hereby pledges to the Lessor all Goods stored by the Lessee in the Storage Unit. In this regard, the Lessee agrees that the act of storing goods in the Storage Unit will constitute delivery of the said goods to the Lessor thereby constituting the pledge.

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9.7 In the event that this agreement is cancelled by agreement between the parties or in terms of either clause 5.1 or 9.1, and the Lessee fails to remove his/her Goods from the Storage Unit in accordance with clause 5 above, the Lessor will be entitled to remove the Lessee's lock, retake possession of the Storage Unit and return the stored movable property to the Lessee's physical address, or the Lessee's Authorized Representative's physical address or the Next of Kin's physical address as recorded herein. The Lessee shall be responsible for all expenses incurred with the removal of the goods in terms of this clause.

9.8 **Regardless of any of the foregoing Clauses under Clauses 9.2 to 9.7, the Lessor will have the explicit right in no uncertain terms, overriding Clauses 9.2 to 9.7, to, in the event of the Lessee having been in default under this agreement for more than four (4) months continuously, and the Lessor not having been able to recover its full damages suffered through the remedial resources set out under the said Clauses 9.2 to 9.7, to with immediate effect place all the goods in the said storage unit hereunder, on a public auction in an attempt to recover all its damages suffered under this agreement due to the Default of the Lessee, excluding those assets so prevented by South African legislation (explosives, dangerous chemicals, etc.). If on the said public auction the Lessor recovers less than his full damages suffered, the lessee will remain liable for payment of the shortfall thereto to the Lessor, and in the event of the public auction sale producing more funds then the Lessor have suffered under the Lessee's default, then the *rest* of the proceeds will be paid over to the Lessee. However, if the Lessee cannot be allocated for such proceeds to paid over to him/her/them/it, then the Lessor will retain the said funds for a period of 12 months in its Trusts Account in terms of the Consumer Protection Act, after which said period the Lessee herewith agree explicitly in no uncertain terms that such funds after such said period is forfeited to the Lessor with no claims from the Lessee against the Lessor whatsoever hereunder.**

Initial here

10. FURTHER PROVISIONS

10.1 The Lessee confirms that he/ she has read and understood all these terms and conditions and raised any questions which require clarification before signing this agreement as failure to meet his/her obligations hereunder may have important legal consequences.

Initial here

10.2 If any provision of this agreement is found or held to be invalid or unenforceable, it shall be deemed severable from the rest of the agreement and the validity and enforceability of all the other provisions of this agreement will not be affected thereby.

10.3 Any latitude or extension of time which may be allowed by the Lessor to the Lessee in respect of any payment provided for herein, or any matter or thing which the Lessee is bound to perform or observe in terms hereof shall not in any circumstances be deemed to be a waiver of the Lessor's rights at any time, to require strict and punctual compliance with each and every provision or term hereof.

10.4 This document shall constitute the entire contract between the Lessor and the Lessee. The Lessor shall not be bound by any other terms or conditions, promises or statements, warranties or representations express or implied made by the Lessor or any of its employees, or any other person purporting to act for and on behalf of the Lessor. No variation shall be of any force or effect unless reduced to writing and signed by the parties hereto.

10.5 The Lessee will use and maintain the Storage Unit with due care and in accordance with the permitted use and the Agreement. The Storage Unit must be kept locked and clean at all times. The Lessee is responsible for the clearing and removal of any dirt and waste in the Storage Unit. The lessee is not allowed to dispose of waste or Goods (or any part of the Goods) in- or outside the Storage Unit under penalty of a fine of at least R250 per m^3 to reimburse the (waste) disposal costs. All damages to the property actioned by the Lessee will solely for the account of the Lessee and if a unit is evacuated by the Lessee, it will be the Lessee's obligation hereunder to fetch an employee of the Lessor to inspect the unit before leaving the Lessor's premises. In the absence of fetching an employer of the Lessor by the Lessee for the said inspection, and if the Lessor thereafter observes damages of any kind to its property, the Lessee will be solely liable for all such damage sustained by the Lessor.

10.6 The speed limit for motorized vehicles is at al l times the lower of (a) a safe speed or (b) 15 km/ h. Parking is only allowed in the designated areas. Road traffic regulations are applicable inside the storage facility. Smoking is strictly prohibited anywhere on the storage facility. The use of trolley's, motor vehicles, elevators or any equipment provided by the Lessor, if any, shall always be for the sole risk of the Lessee. The Lessee needs to assure that none of these are operated or occupied by children. Children may not be left unattended anywhere in the storage facility. Any storage of a trolley (if any) owned by the Lessor inside a Storage Unit by the Lessor is prohibited under penalty of a fine of at least R 50.00/day stored. The Lessee may not store Goods to the effect that the maximum load capacity of the floor is exceeded. The Lessee is responsible to ascertain compliance herewith and needs to discuss the maximum load capacity with the store personnel. Goods in the Storage unit must always be stacked in a safe way, without exercising pressure on the walls. The Lessor is not responsible and declines any liability for injury or damage caused by or to the Goods. The Lessor shall be under no obligation to receive Goods for a Lessee.

10.7 This agreement will be subject to the governing laws of South Africa, in specific in relation to the Consumer Protection Act 68 of 2018, which Act is available and can be read at https://www.gov.za/documents/consumer-protection-act.