



Storage Unit No:

STORAGE UNIT AGREEMENT

THAT STORAGE PLACE BODY CORPORATE
Scheme No. SS 73/2011 / VAT Nr. 4960258657

postal address: P.O. Box 31142, Tokai, 7966

physical address: 123 New Eskdale Street, Paarl

tel: 021 863 0141 | fax: 086 299 3874 | email: info@thatstorageplace.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 Authorised 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:	<input type="text"/>
Termination Date:	<input type="text"/>
Lease Period (Months):	<input type="text"/>
Lease Period (Days):	<input type="text"/>

Monthly Rental:	<input type="text" value="R"/>
Pro Rata Rental:	<input type="text" value="R"/>
Deposit:	<input type="text" value="R"/>
Total Amount Due:	<input type="text" value="R"/>

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:

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.

2. THE DEPOSIT

Before access will be granted to the Storage Facility and/or the Storage Unit by the Lessor, the Lessee shall:

2.1 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.

2.2 **The Lessee hereby grants written consent to the Lessor to perform a credit check on the Lessee.**

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3. ACCESS TO THE STORAGE UNIT

The Lessee will have electronic access to the Storage Facility and the Storage Unit allocated to him/her/it at all times 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/its identity (limited to a drivers licence, identity document or passport) and written authority to access the Storage Facility and the Storage Unit. The authorised person agrees to abide by the terms and conditions contained herein as far as it relates to him/her/it. The Lessee 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 Lessor and the termination shall be effective upon receipt of such notice by the Lessor.

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 or and damage to the property remains with him/her/its, and the Lessor will not be liable for the loss of 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, one for the use of the Lessee and one for the use of the Lessor. The Lessee is responsible for providing his/her own padlock, using only one of the bolts provided. The Lessee shall not be entitled to lock the second bolt, which shall be for the sole use of the Lessor who shall be entitled to lock the Unit.

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/its not vacate the Storage Unit in accordance with such notice, the rental shall automatically be increased to the amount so notified.

8.2 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/its has vacated the Storage Unit.

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Lessor initial

Lessee initial

9. BREACH

9.1 In the event of the Lessee failing to meet his/her/its 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.

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 and 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 and all other amounts due have been received by the Lessor.

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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/its Goods from the Storage Unit in accordance with clause 5 above, the Lessee hereby agrees that the Lessor will be entitled to remove the Lessee's lock, retake possession of the Storage Unit and sell the Lessee's aforesaid property on public auction.

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10. FURTHER PROVISIONS

10.1 The Lessee confirms that he/she/its 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/its obligations hereunder may have important legal consequences.

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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.

FOR OFFICE USE

- | | | |
|------------------------------|--------------------------|-------------------------------|
| 1. Documents checked | <input type="checkbox"/> | Responsible official initial: |
| 2. Contact details confirmed | <input type="checkbox"/> | |
| 3. Drop box updated | <input type="checkbox"/> | Date: |
| 4. Unibase updated | <input type="checkbox"/> | |
| 5. Debit order loaded | <input type="checkbox"/> | |

Lessor initial

Lessee initial