

CONTAINER WORLD SELF STORAGE (PTY) LTD 72 GILLITTS ROAD, WESTMEAD,

PINETOWN, KWAZULU NATAL 3610 TEL: 031 825 6641 FAX: 031 202 3904 E-MAIL: reception.cwd@containerworld.co.za

www.containerworld.co.za

Company Reg. No. 1959/002727/07 Company Vat. No. 4560120174

CONTAINER WORLD SELF STORAGE LEASE AGREEMENT

ACCOUNT NUMBER (office use only) **Date of Occupation:** Full name: ID number: Address: **Mobile Number:** Work Telephone: Next of Kin:

Terms of the lease:

Car Registration:

Email:

- This Lease Agreement is entered into between referred to as "Lessee") and Container World (Pty) Ltd Trading as Container World (hereinafter referred to as "Lessor"). Lessor does hereby lease to Lessee storage unit number(s)
- located at 72 Gillitts Road. Westmead.

Pinetown, KwaZulu Natal (hereinafter referred to as "the facility") to be used as storage for personal or business property.

- For Bottom Row units:
 - The rate of R 1,380.00 per month including vat per unit, payable in advance on the first (1st) day of each month. Minimum rental charge will be 30 days.
 - b. A deposit of R 1,380.00 including VAT per unit is payable by the Lessee to the Lessor upon signature hereof.
- For **Top Row** units:
 - The rate of **R 1,035.00** per month including vat per unit, payable in advance on the first (1st) day of each month. Minimum rental charge will be 30 days.
 - A deposit of **R 1,035.00** including VAT per unit is payable by the Lessee to the Lessor upon signature hereof.
- 5. Lessee agrees to sign-up on Lessor's Easy-pay system. Should Lessee default on any monthly payment transactions, the Lessor reserves the right to charge an Administration Fee of R115 including VAT to cover the costs of the failed transaction.
- A deposit of R172.50 including VAT per tag is payable by the Lessee to the Lessor for their Access Tag(s). This will be refunded to the Lessee upon return of the tag at termination of lease. Should the Lessee misplace their tag(s), a fee of R172.50 including **VAT** will be charged for the replacement(s).
- Any cash deposits will be charged an administration fee (including VAT) per transaction, as stipulated by First National Bank.
- 8. This agreement shall expire on the last day of each month and automatically renew thereafter for one (1) additional month, subject to clause 6 hereafter.
- Automatic renewal as per clause (5) hereof is terminated on the date of expiry and the storage unit fully vacated provided Lessee has given Lessor ten (10) days written notice before the 1st of the following month to vacate in order to avoid responsibility for the payment of the next month's rent.
- 10. Lessee agrees to Lessor or agent acting on behalf of Lessor querying Lessees credit rating with Experian, a credit bureau.
- 11. Lessee chooses the addresses set out below as his domicilium citandi et executandi for all purposes.
- 12. Any notice sent by registered post to such address is deemed to be received 4 days from date of posting. A fax or email is deemed to be received on date of dispatch.
- 13. It is the Lessee's responsibility to arrange comprehensive insurance to cover all goods stored in the facility.
- 14. All property stored in the storage unit shall thus be at the Lessee's sole risk.
- 15. Lessee shall have access to the storage unit at any time, provided that Lessee is not in breach of the lease; and
- 16. Access outside of normal working hours must be arranged with 24 hours' notice being given to Lessor.

GENERAL TERMS & CONDITIONS

- Lessee undertakes that at termination of this Lease, undisputed and vacant possession of the storage unit shall be given to the Lessor, in as good condition as at the start of the lease, normal wear and tear excepted. Should any cleaning be required, Lessee will be liable for the costs thereof.
- 2. Lessee agrees not to let, sublet, or assign the whole or any part of the premises without the prior written consent of the Lessor.
- 3. Lessee agrees not to affix shelving or other articles to the walls, ceiling or doors of the storage unit.
- 4. Lessee must provide his own lock and keep unit locked at all times, using only one lock per unit door hasp.
- 5. Lessee shall not place or keep in the premises explosives or potentially explosive goods, flammable liquids, hazardous goods, chemicals, contraband, gas bottles, perishables or other goods prohibited by law and agrees to abide by any rules promulgated from time to time by Lessor governing the use of these premises.
- 6. Lessee shall not permit damage to the premises and shall indemnify and hold Lessor harmless from any claim or cause of action arising out of Lessee's use of the premises.
- 7. Lessee assumes responsibility for any loss or damage to property stored by Lessee in the premises and may elect to provide his/her own insurance coverage for the same. Lessor does not maintain insurance for the benefit of Lessee which in any way covers any loss whatsoever that Lessee may have or claim by renting the storage space or premises.
- 8. Lessee expressly releases Lessor from any losses and/or damages to Lessee's property caused by fire, theft, water, rainstorms, floods, tornado, explosion, riot, rodents, civil disturbances, insects, sonic boom, land vehicles, unlawful entry, or any other cause whatsoever, nor shall Lessor be liable for any losses or injuries suffered by Lessee and/or Lessee's guest or invitees or agents while on or about Lessor's premises.
- 9. This lease expires on the last day of each month. The Lessor may terminate the lease summarily at its option if Lessee is in breach of this Lease or upon 10 days written notice.
- 10. Lessee agrees to give Lessor ten (10) days written notice prior to the 1st of the following month of his intention to vacate his storage unit. There are no prorated rent refunds in the event the unit is vacated before the last day of the month even if timeous notice is given. If the unit is vacated on or after the first of the month, a full month's rent is due. If the "Notice of Lease Termination" is not signed and supplied back to the office timeously the Lessor reserves the right to withhold the deposit and terminate the lease on the Lessee's behalf.
- 11. Rental payments are due on the first (1st) of each month without demand. Payments made after the first of a month will accrue interest at 6% more than the prime rate from time to time of First Rand Bank of South Africa Limited ("FNB"). If rental payments are not paid in full, the Lessor may, at its option, terminate the lease summarily. Lessor does not send out billings for monthly rental charges.
- 12. The Lessor may, at his option, take possession of the goods in the storage unit if the lease is terminated. Taking possession of the goods shall consist of over-locking the Storage Unit door to prevent Lessee's access to the Storage Unit until all rental and arrear interest have been paid in full.
- 13. The personal property in Storage Unit may be sold to satisfy the Lessor's lien if Lessee is in default. Lessor shall have a lien on all personal property stored within each storage unit for rent, labour, or expenses reasonably incurred in the sale, pursuant to South African laws. All moving, storage and/or sales costs associated with sale of goods shall be borne by Lessee.
- 14. In the event Lessor is required to obtain the services of an attorney to enforce any of the provisions of this Lease, Lessee agrees to pay in addition to the sums due hereunder, an additional amount for the attorney's fees and costs on an attorney and own client basis.
- 15. Lessor will have the right in the event of an emergency to enter the storage unit with whatever reasonable force is necessary. Lessor may at its discretion, deny access to the premises and/or storage unit in case of inclement weather or emergencies.
- 16. The monthly rental rate is subject to increases. Lessor shall give Lessee thirty (30) days written notice of an increase and this lease shall be deemed to be so altered if the Lessee continues his occupancy beyond the effective date of the increase.
- 17. The obligations contained in this lease shall extend to and be binding upon the parties, their heirs, executors, administrators and assigns.
- 18. This agreement constitutes the whole agreement between the parties and no warranties or representations, whether express or implied, will be binding other than as recorded in this agreement. Any variation or amendment of this agreement is only binding if recorded in writing and signed by the parties.
- 19. If the Lessee misplaced / lose their keys and want to gain access to their unit they must provide proof of identification as well as a new lock before they are allowed to grind open the lock for access. This can only be done during office hours.
- 20. On point of entry the Lessee will be supplied with 1 x access tag which must be utilised to gain access. **No tag, no access.** If the Lessee needs an additional access tag the Lessee can make the necessary arrangements with the office. The access tag must be supplied back on your last day of occupation or your deposit will be withheld.
- 21. It is the Lessee's responsibility to notify the Lessor of any change is address, email, telephone, fax numbers or any change in contact details whatsoever.

Lessee acknowledges that he/she has read and understands the lease terms herein.

Signature: For and on behalf of Lessee	Full name:	Date:	
Signature: For and on behalf of Lessor	Full name:	Date:	otem co.



Self-Storage Easy Pay System

A. Authority

Given by (name of account holder)			
Address			
Bank			
Branch and Code			
Account Number			
Type of Account (delete that			
which is <u>not</u> applicable)			
Amount			
Date:			
To (name of company) (Abbreviated Name as Registered with Beneficiary's Address – 72 Gillitts Road This signed Authority and Mandate refull/We hereby authorise you to issue and my/our above-mentioned Bank (or any payment instructions will never exceed and continuing until this Authority and land sent by prepaid registered post or The individual payment instructions so In the event that the payment day falls next ordinary business day. Payment instructions due in the current/We understand that the withdrawals it Banks. I also understand that details or	ad, Westmead are to our contract dated d deliver payment instructions to you other Bank or branch to which I/will my/our obligations as agreed to in Mandate is terminated by me/us by delivered to your address as indicated authorised to be issued must be issued authorised to be issued must be into a Sunday, or recognised Souther that month may be debited against my mereby authorised will be processed feach withdrawal will be printed or an and if provided to me should ena	our Banker for collection e may transfer my/our a name the Agreement and collection with a sure and above. Sued and delivered as a African public holiday, by account on the 1st of the distribution of the distribution my Bank statement. S	n against my/our above-mentioned account at account) on condition that the sum of such ammencing on
B. Mandate I/We acknowledge that all payment ins been issued by me/us personally.	tructions issued by you shall be tre	eated by my/our above-i	mentioned Bank as if the instructions have
			ion will not cancel the Agreement. I/We shall rce, if such amounts were legally owing to you.
D. Assignment I/We acknowledge that this Authority model in the absence of such assignment			is also ceded or assigned to that third party, assigned to any third party.
Signed at	on this	day of	·
(Signature as used for operating on the	e account)		
(Assisted By)			

E. Agreement Reference Number

This Agreement reference number is: CWSSCOL

*EFT Users may not use the tracking option and must exclude the option from their Authority and Mandate.



BANKING DETAILS:

ACCOUNT HOLDER: Container World Self Storage (Pty) Ltd

BANK NAME: FIRST NATIONAL BANK

ACCOUNT TYPE: Business Cheque
ACCOUNT NUMBER: 62027833038
BRANCH NAME: Musgrave Road

BRANCH CODE: 250 655

PLEASE TAKE NOTE:

- Please attach a copy of your ID (if leasing in private capacity)
- Please attach a proof of residence, not older than 3 months (if leasing in private capacity)
- Please attach Company Tax Clearance Certificate
- Please attach Company Letter Head
- Please attach Proof of Banking Details (either a Letter from your bank or bank statement)

PLEASE INITIAL EACH PAGE AS CONFIRMATION THAT YOU HAVE ACCEPTED AND UNDERSTOOD THE COMPLETE LEASE

