



RENTAL AGREEMENT

between

Midnight Run (Pty) Ltd

Reg No. 2012/025837/07 VAT No. 4240266546

T/A FUTURE STORAGE (Landlord)

1 Randworth Close, Randworth Park, Redhill, Durban

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Personal Information			
Name (Tenant) :			
ID No. :		Date of Birth :	
Company Reg. No. :		VAT Reg. No. :	
Telephone Number :		Cell Number. :	
E-mail :		Fax Number. :	
Home Address :			
Work Name :			
Work Contact No. :		Work Fax Number :	
Work Email :			
Work Address :			

Alternate Contact 1 :		Contact No.	
Alternate Contact 2 :		Contact No.	

Persons Allowed Access to Unit(s)			
Name :		Contact Number :	
Name :		Contact Number :	
Name :		Contact Number :	
Name :		Contact Number :	

Special Instructions :

Unit Rental Information					
Unit No. :		Unit Size :		Rate/Mnth :	
Additional Unit No. :		Unit Size :		Rate/Mnth :	
Additional Unit No. :		Unit Size :		Rate/Mnth :	

Payable on Signing			
Deposit (ZAR) :		Pro Rata (ZAR) :	
Admin Fee :	R 150.00 (Incl. VAT)	Sundries (ZAR) :	

Comencement Date:		TOTAL (ZAR) :	
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* An over-locking fee of R150.00 (Incl. VAT) will be charged for payments received after the 10th of every month

Tenant Initial Here:

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Method and Contract of Payment

I, hereby authorize and undertake to make the monthly payment of the agreed rate per month via:
(Please check your preferred method of payment)

CASH DEPOSIT	
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EFT	
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(Attached, proof of bank account in the form of a bank statement or cancelled cheque)

Payment is to be made on or before the 1st day of each month into the bank account listed below,
Any other arrangement for payment must first be agreed and authorized.

NAME OF ACCOUNT:	MIDNIGHT RUN INVESTMENTS
BANK:	STANDARD BANK
BRANCH CODE:	42826
ACCOUNT NUMBER:	32556497

Account Holder's Name (Please Print)

Date Signed

Account Holder's Signature

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Initial Here

TERMS AND CONDITIONS

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1. All amounts payable to the LANDLORD shall be made without deductions or set off for any reason to the LANDLORD at such bank account as the LANDLORD may stipulate. **All rentals are payable monthly in advance on or before the first day of each month.**
 2. VAT Invoice: A copy of this Agreement, together with the TENANT own proof of payment, will for the purpose of this Agreement be deemed to be a proper VAT invoice and the LANDLORD will be under no obligation to issue any further VAT invoice.

All payments shall be made by electronic funds transfer (EFT) or cash deposit.

ACCOUNT NAME: Midnight Run Investments

BANK: Standard Bank

BRANCH No: 042826

ACCOUNT No: 32556497

3. The TENANT undertakes not to store any goods likely to cause damage, including, but not limited to any dangerous, noxious, corrosive, flammable or explosive article or substance, or any article or substances likely to cause injury, damage or infection or to encourage vermin, or which will result in the LANDLORD'S insurance policies being increased or which may be harmful to any other goods of any other TENANT. The Landlord shall be entitled to remove such goods without notice to the Tenant and the Tenant indemnifies the Landlord against any claim for damages which may be instituted against the Landlord arising from the storage of any goods as referred to in this clause.
4. The TENANT undertakes not to store any goods not lawfully under its control or goods that are illegal and indemnifies and hold the LANDLORD harmless from any criminal/civil or other proceedings that may arise as a result of the LANDLORD having such illegal goods and/or unlawfully held good on the premises.
5. If the TENANT-

5.1. **Fails to pay any rental due on due date; or**

5.2. Commits a breach of any of the other terms of this Lease the following will happen:

5.2.1. The LANDLORD will over-lock the unit.

5.2.2. The LANDLORD will exercise a lien over the property in the self-storage unit until payment of all arrears are made.

5.2.3. Should payment of the amount due not be made within 2 days after dispatch of a notice, cancel the agreement (the notice may be electronic), cut the lock and access the unit.

5.2.4. Issue summons against the TENANT for the amount due as well as legal cost as between attorney and client and more interest.

5.2.5. Obtain a civil judgement against TENANT, whereupon they will be blacklisted with the credit bureau.

5.2.6. Once judgement is obtained, the sheriff will sell the goods by public auction.

6. On termination of the agreement for any reason, the TENANT shall be obliged and entitled to remove all the goods from the unit provided all amounts payable by the TENANT to the LANDLORD has been paid in full.
7. The LANDLORD shall not be liable for any claim of whatsoever nature (whether in contract or in delict) and whether for damages or otherwise, howsoever arising, including but without limiting the generality of the aforesaid:

7.1. Any act or omission of the LANDLORD or agent of the LANDLORD; and/or

7.2. Any loss, damage or expense arising from or in any way connected with any circumstances, cause or event beyond the reasonable control of the LANDLORD, including but without limiting the generality of the aforesaid, strike, lock-out, stoppage or restraint of labour; and/or

7.3. Damage or injury suffered by the TENANT or any person whatsoever arising out of any cause whatsoever as a result of the LANDLORD'S execution or attempted execution of its obligations to the TENANT.

7.4. Notwithstanding anything to the contrary herein, the LANDLORD shall not be liable for any loss or damage for any act perpetrated by the LANDLORD its agents, servants, nominees, whether negligent or otherwise.

7.5. The risk of loss in and to the goods remain with the TENANT, and it shall be the responsibility of the TENANT to periodically inspect the contents of the unit to prevent any damage or loss as a result of pests, flooding or the like. The LANDLORD shall not accept any liability for any loss or damage to the contents of the unit under any circumstances.

8. **The TENANT undertakes to ensure that the goods are properly and comprehensively insured at all times against any loss of whatsoever nature, including but not limited to any damage or loss from burglary, theft, robbery, breakage, fire, storm, flood, earthquake, tempest, riots, labour strikes, civil commotion and to cover public liability of any kind, by an insurance company of proper repute.**
9. The TENANT undertakes that it shall at all times adhere to the rules laid down by the LANDLORD pertaining to the use of the premises, security and access to the premises. Access to the premises shall be during the following hours: Monday to Friday 07h00 - 16h30, Saturday 08h00 - 12h00. Any other access required out of the stipulated times is by prior arrangement only.
10. Advices, recommendations, or opinions by representatives of the LANDLORD are given and expressed in good faith and shall not constitute representations or any description, and shall not give rise to any claim against the LANDLORD or such representatives. or vary any of the terms of this Agreement.
11. For the purposes of this Agreement, including the giving of notice and the serving of legal processes, the parties respectively choose as their address for service of legal documents (domicilium citandi et executandi} as follows:
- The LANDLORD: 10 Randworth Close, Redhill, Durban 4071
The TENANT: Home address as set out on first page of agreement.
12. Any party may at any time by notice in writing to the other, change that party's address. The new address shall be effective only 10(ten) days after receipt of the notice in question. Any notice to be given in terms of this Agreement shall be delivered by hand or sent by prepaid registered post to the address chosen by the party concerned. Such notices shall be deemed to have been received on the date of delivery.
13. The premises may only be used as a storage facility and for no other purpose without the prior written consent of the LANDLORD.
14. The TENANT shall not be entitled to sublet the storage unit to any other person, or bring goods belonging to any other person into the unit without the prior written consent of the LANDLORD, which consent shall not be unreasonably withheld.
15. The TENANT shall maintain the interior of each storage unit hired and at the termination of the agreement for any reason the TENANT shall be obliged to restore the interior of the unit to the same good order and conditions, fair wear and tear accepted, that they were in at the commencement of the agreement.
16. This Agreement constitutes the entire agreement between the LANDLORD and the TENANT, and no amendment, variation or consensual cancellation of this Agreement shall be of any force or effect unless set out in writing and signed by the TENANT, and the LANDLORD'S duly authorised representative, in confirmation thereof.
17. **The LANDLORD shall have the right to increase the rental on one calendar month notice. If the TENANT does not accept or pay the increased rental then the agreement shall be capable of being terminated forthwith by the LANDLORD.**
18. Period of Lease:
- 18.1. This lease will be in operation on a month to month basis, unless a fixed term is agreed between LANDLORD and TENANT.
- 18.2. **The TENANT is required to give 30 days' written notice of his/her/their intent to vacate the unit. Failure to provide this notice will result in the TENANT forfeiting his/her/their deposit.**
- 18.3. If the TENANT does not physically remove the goods from the unit on the termination date the LANDLORD may either regard the agreement as terminated or elect that the agreement shall be deemed to have been extended in which event the LANDLORD shall continue to collect rental and either party may thereafter terminate the agreement on one clear calendar month's written notice of termination.
19. If the parties agree to change the units that the Tenant is renting in terms of this agreement or to rent an additional unit(s) it shall not be necessary to enter into a new agreement and shall the terms and conditions of this agreement be applicable to the rental of the unit(s) so amended or added by the parties
20. **DISCLOSURE OF PERSONAL INFORMATION**
- 20.1 The TENANT understands the personal information given in this agreement is to be used by the LANDLORD for the purposes of assessing his credit worthiness. The TENANT confirms that the information given by him in this agreement and otherwise is accurate and complete. The TENANT further agrees to update the information supplied, as and when necessary, in order to ensure the accuracy of the above information, failing which the LANDLORD will not be liable for any inaccuracies.
- 20.2 The LANDLORD has the TENANT'S consent at all times to contact and request information from any persons, credit bureaus, or businesses. including those mentioned in the agreement or otherwise and to obtain any information relevant to the TENANT'S credit assessment.
- 20.3 The TENANT agrees and understands that information given in confidence to the LANDLORD by a third party on the TENANT will not be disclosed to the TENANT.
- 20.4 The TENANT hereby consents to and authorizes the LANDLORD at all times to furnish credit information concerning the TENANT'S dealings with the LANDLORD to a credit bureau and to any third party seeking a trade reference regarding the TENANT in his dealings with the LANDLORD.

I, the signatory on behalf of the TENANT by my signature hereto, do warrant that:

1. All the information in this contract is true, correct and up to date.
2. Documentation as requested below has been supplied to Future Storage.
3. I am a director/member, partner/sole proprietor of the TENANT.
4. I am duly authorised generally to represent and to act for and bind the TENANT.
5. I have read and understand the conditions of the contract.

INDIVIDUALS:

- Proof of identification (ID / Passport / Driver's license);
- Proof of residential address (utility bill less than 3 months old);
- Proof of bank account (bank statement or cancelled cheque);
- Deposit and first month's rental;
- R150.00 administration fee

COMPANIES:

- CM1, CK1 or Cipro certificate;
- Proof of physical business address (utility bill less than 3 months old);
- Proof of bank account (a bank statement or cancelled cheque);
- Proof of VAT number (if applicable);
- Deposit and first month's rental;
- R150.00 administration fee

Signatory Details

Full Names: _____

Identity Number: _____

Telephone Number: _____

Address (chosen *domicilium citandi et executandi*): AS PER TENANT ADDRESS

Signed by the TENANT or his duly authorised agent at _____ on this the _____ day
of _____, 2017.

SIGNATURE OF TENANT

SIGNATURE OF LANDLORD

