

# ONE STOP STORAGE

## HOUSEHOLD OR COMMERCIAL SECURE LONG- AND SHORT TERM STORAGE

### STORAGE OF VEHICLES, CARAVANS, TRAILERS, & TRUCKS

#### APPLICATION TO HIRE STORAGE SPACE

(Which when accepted, constitutes a lease agreement)

1. Full name and surname of applicant \_\_\_\_\_ (hereinafter referred to as the Lessee) (I.d. no \_\_\_\_\_)
2. In which advertising medium did you hear about us? \_\_\_\_\_
3. Trading name of Lessee (if different from above): \_\_\_\_\_
4. Vat number: \_\_\_\_\_ Postal address: \_\_\_\_\_  
\_\_\_\_\_
5. Physical address: \_\_\_\_\_
6. Telephone numbers: (Work) \_\_\_\_\_ (Cell) \_\_\_\_\_  
(Fax) \_\_\_\_\_ (email address) \_\_\_\_\_
7. Two references of friends not living with you:  

Name:	Residential address:	Contact number:
_____	_____	_____
_____	_____	_____
8. Work details:  
Name of Company: \_\_\_\_\_ Address: \_\_\_\_\_  
Contact number: \_\_\_\_\_ Email address: \_\_\_\_\_
9. The Lessee hereby warrants that the above information is true and correct.
10. Premises detail:  
10.1.Type of store required, (hereinafter called the premises): \_\_\_\_\_ (For office use)  
10.2.Commencement date \_\_\_\_\_

#### UNIT ALLOCATED: (For office use only)

(When application is accepted and premises accepted by Lessee)

TYPE: \_\_\_\_\_ meter      PASTEL NUMBER: \_\_\_\_\_      VEHICLE REG: \_\_\_\_\_  
RENTAL: R \_\_\_\_\_ per month      PREMISES NUMBER: \_\_\_\_\_

**PLEASE NOTE THAT WE REQUIRE ONE MONTHS WRITTEN NOTICE**

11. The Lessee hereby acknowledges and agrees that the terms and information in this application and the conditions on the reverse side hereof shall ipso facto become effective and binding on the parties on acceptance of this application by One Stop Storage and that the said information and conditions constitute a lease agreement between the parties. The Lessee acknowledges that the Lessee has read and agrees to the conditions which appear on the reverse side hereof and which forms part of this application.

**THUS DONE AND SIGNED BY THE LESSEE AT JEFFREYS BAY THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2016**

**WITNESS:** \_\_\_\_\_

**LESSEE:** \_\_\_\_\_

**(Or duly authorized representative)**

**ACCEPTED AND SIGNED BY ONE STOP STORAGE AT JEFFREYS BAY THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2016**

**WITNESS:** \_\_\_\_\_

\_\_\_\_\_

**(For and on behalf of One Stop Storage)**

**PLEASE NOTE THAT WE REQUIRE ONE MONTHS WRITTEN NOTICE**

# CONDITIONS

## 1. INTERPRETATION AND DEFINITIONS

- 1.1. In this agreement unless clearly inconsistent with the context, the following words, expressions and phrases set out below have the meaning ascribed to them:

**LESSOR:** ONE STOP STORAGE

**LESSEE:** The party expressed as the applicant on the face hereof

**PREMISES:** The premises allocated and accepted by the Lessee as described on the face hereof

**PROPERTY:** The property where the premises is situated (N2 turnoff, opposite Mentors Country Estate, Jeffreys Bay). **RENTAL:** The rental as agreed upon on the face hereof

**GOODS:** Goods of whatever description, the type, nature and kind which is subject to all the conditions of this agreement, brought on the property and stored in the premises by the Lessee. **PERIOD:** The lease period is agreed upon on the face hereof

**PARTIES:** The Lessor and the Lessee or their duly authorized agents

**AGREEMENT:** The lease agreement between the parties in respect of the premises

- 1.2. Any reference to the singular includes the plural and vice versa.
- 1.3. Any reference to a natural person includes an artificial person and vice versa.
- 1.4. Any reference to a gender includes the other gender.
- 1.5. The clause headings in this agreement have been inserted for convenience only and shall not be taken into account in its interpretation.
- 1.6. The particulars recorded on the face hereof form an integral part of this agreement and words and expressions, defined in this agreement shall bear the same meaning in the particulars recorded on the face hereof unless the context otherwise requires.

## 2. LETTING AND HIRING

The Lessor hereby lets to the Lessee who hereby hires from the Lessor, the Premises at the Rental for the period; subject to the following terms and conditions:

## 3. PAYMENT

The rental for the full period shall be paid by the date of acceptance by the Lessor of the application of the Lessee on the face thereof, at the offices of the Lessor or deposited directly into the bank account of the Lessor namely:

**ONE STOP STORAGE. FNB CHEQUE ACCOUNT 62643229398.**

**BRANCH CODE 210515**

Unless the rental is paid, the Lessee shall not be entitled to bring the goods onto the property.

## 4. PURPOSE FOR WHICH THE PREMISES MAY BE USED

The premises are let to the Lessee for purpose of storage of goods only, on condition however that such goods shall not include any illegal, dangerous, hazardous or perishable items, or any items that may vitiate the Lessor's insurance in respect of the building in which the premises are situated or cause an increase in the premiums payable there under, and the Lessee shall be liable for any damages caused or suffered by the Lessor or other Lessees of premises on the property in this regard. The Lessor shall be entitled (but not obliged) to remove or have the said goods removed even without the consent of the Lessee.

## CESSION AND SUBLETTING

The Lessee shall not-

- 4.1 cede his rights, or assign his obligations under the Agreement, or
- 4.2 sublet the premises or any portion thereof

## 5. SECURITY FOR PAYMENT

5.1 As security for payment of rental and/or any other amount(s) (including claim for damages) owing by the Lessee in terms of the conditions of the agreement, the Lessee hereby assign his ownership and/or cede his right, title and interest in the goods, to the Lessor as soon as the Lessee is in default with the payment of rental and/or said amount in so much of the goods necessary to satisfy the claim of the Lessor in respect of the rental and/or said amount and the Lessor shall be entitled in the Lessor's absolute discretion and without any interference from the Lessee after a 5 (five) days notice to the Lessee to this effect, to alienate, sell and deal with the goods. Any net credit (if any) arising from the Lessor's said dealing with the goods, will be paid to the Lessee without any delay. The terms of this paragraph does not affect Lessor's right in terms of paragraph 12 of the agreement.

5.2 The Lessee hereby expressly acknowledges that the Lessee is aware that the Lessor's tacit hypothec vests as soon as the Lessee falls in arrear with payment of rental. For the purpose of the Lessor's hypothec the Lessee hereby renounce the possible legal defense that the goods are stored in the premises for a temporary purpose.

5.3 If the Lessee is a company, closed corporation or partnership, the signatory(ies) hereto do hereby interpose and bind himself/herself as surety(ies) and co-principal debtors together with the Lessee in solidum, in favor of the Lessor for the due performance of all obligations of the Lessee and hereby renounce all the benefits of the legal exceptions, beneficium cedendarum actionum (cession of action) non causa debiti, beneficium excussionis, beneficium divisionis, no value received and revision of accounts, with the full force, meaning and effect whereof they declare himself/themselves to be fully acquainted.

## 6. ADDITIONAL PAYMENT BY LESSEE

The Lessee shall on demand pay to the Lessor:

6.1 The cost of revenue stamps (if any) to be affixed to the agreement

6.2 All legal cost, as between attorney and client, incurred by the Lessor in respect of any legal steps taken by the Lessor against the Lessee to enforce any of the Lessee's obligations in terms of agreement.

6.3 Interest of arrear rental at 2 (two) percent per month calculated from due date on which rental is payable until date of payment, both days inclusive.

## 7. CONDITIONS AND MAINTENANCE OF THE PREMISES

7.1 The Lessee hereby acknowledges that at the date of the agreement the premises are in a good state of repair and condition for the purpose for which it is let. The Lessee shall not be entitled to withhold the rental of claim any refund in respect of rental paid, by reason of any defect whatsoever in the premises or the building in which it is situated.

7.2 The Lessor shall keep the structure, the roof and the outside of the building in which the premises are situated in a state of

ONE STOP STORAGE, Store 1: 138 Seetuin Rd, Wavecrest, JEFFREYS BAY, Store 2: N2 turnoff, JEFFREYS BAY, 6330

Contact: Gerald: 082 320 1143 or Neels: 082 567 5276

[onestopstorage.ibay@gmail.com](mailto:onestopstorage.ibay@gmail.com)

good repair, but shall not be held liable for any damages which the Lessee may suffer by reason of any repairs to be affected by the Lessor not being affected timorously at all, whereas the Lessee shall be responsible to maintain at his own cost the inside of the premises in the same state of repair as it was received by him, reasonable fair wear and tear expected.

7.3 The Lessee shall not make any alterations, improvements, or additions, structural or not, to the premises or the building in which it is situated.

#### **8. DAMAGES TO AND LOSS OF GOODS**

The Lessee shall under no circumstances have any claim for damages, direct, indirect or consequential, or damages to the goods of whatever nature, as the result of whatever reason, against the Lessor, its employees or agents, or specifically any damages to the goods as a result of fire at or in the premises or the building in which it is situated, or the total or partial destruction of or damage to the building in which the premises as situated as a result of whatever cause, or further specifically as a result of theft or loss as a result thereof and the Lessee acknowledges that the goods are brought onto the property and sorted on the premises at the Lessee's own risk.

#### **9. RIGHT OF INSPECTION**

The Lessor or its duly authorized representative shall be entitled to enter and inspect the premises at all reasonable times and the Lessee shall be obliged to permit the Lessor to do same.

#### **10. CONDITIONS OF TITLE**

The agreement is subject to the conditions of the title of the title deed whereby the property is held and the conditions and regulations of any town planning scheme.

#### **11. COMPLIANCE WITH THE LAW AND NUISANCE**

The Lessee shall comply with the laws, any municipal by-laws, rules and regulations applicable in respect of the premises and the property and shall occupy the premises in such a way as not to cause an nuisance whatsoever to the Lessor and the Lessees of the premises on the property or members of the public.

#### **12. VACATING OF PREMISES AT END OF PERIOD**

The lessee have to give written notice of one calendar month before evacuating premises. The Lessee shall immediately vacate the premises at the end of the period and place the Lessor in free possession and occupation thereof, failing the Lessee shall be liable for an amount equal to the rental on a monthly basis and in such an event without prejudice to the Lessor's right as herewith agreed upon between the parties, to, at any time, remove or have Goods removed and to deal with the Goods as contemplated in paragraph 5.1 above.

#### **13. BREACH**

In the event of the Lessee failing to pay the rental or any other amount payable in terms of the agreement or committing a breach of any the terms of the agreement all of which are recorded to be material and in respect of the performance of which time is recorded to be of the essence, or should a judgment be granted against the Lessee or should the Lessee's estate be liquidated/sequestered/placed under judicial management, provisionally or finally or should the purchaser

propose an offer of compromise or offer a composition to its creditors or ask any of them, or if a company should its shareholders wind-up the Lessee, the Lessor shall be entitled with notice to cancel the agreement forthwith and take possession of the premises, without prejudice to its other rights in terms of the agreement of for breach of contract or damages suffered, or to claim specific performance of the terms of the agreement.

#### **14. DOMICILIUM, JURISDICTION AND NOTICES**

14.1 The parties hereby respectively choose as their domicilium citandi et executandi and postal addresses for all purposes and for serving of all notices and legal proceedings in terms of the provisions of this agreement at the addresses recorded at the face hereof. Any party shall be entitled to change its domicilium citandi et executandi and/or postal address by giving notice of an alternative or new address

14.2 The parties hereby agree and consent to the jurisdiction of the magistrate court of any litigation in connection with the pursuant to this agreement. The parties however may institute proceedings in any other competent court at its option.

14.3 All notices required to be given in terms of this agreement, shall be in writing and shall be delivered by hand or forwarded by prepaid registered post in which later event such notice shall be deemed, until the contrary has been proved, to have been received on the fifth day after the date of posting thereof.

14.4 The rental amount will escalate at the end of every twelve month period. The lessee will be notified of the change in rates no later than two month prior to the increase.

#### **15. ENTIRE AGREEMENT**

The agreement constitutes the entire agreement between parties, who record that no representations or warranties other than those contained herein have induced them to conclude this contract. No amendment variation or consensual termination of this contract or any of the terms or conditions hereof shall be binding on the parties unless reduced to writing and signed by both the parties. If any provision contained in this agreement is or has become ineffective or is held to be invalid by competent authority or court having final jurisdiction there over, all other provisions of this agreement shall remain in full force and effect. There shall be substituted for the said invalid provision, a valid provision having an economic effect as similar as possible to the original provision.

#### **16. WAIVER**

No relaxation or indulgence granted to the Lessee by the Lessor shall constitute a waiver of any of the Lessor's rights or a novation of this contract or any part hereof and shall not stop the Lessee from exercising any rights in terms hereof or at law.