

AGREEMENT

FOR LONG TERM LEASE

OF NON-PERMANENT RESIDENTIAL STAND

1. PARTIES

1.1 **SMILIN' THRU CHALETS (PTY) LTD**

("the Lessor")

1.2

(INSERT FULL NAMES AND ID NUMBER)

("the Lessee")

2. INTERPRETATION

2.1 In this Agreement:

2.1.1 clause headings are for reference purposes only and shall not influence its interpretation;

2.1.2 the parties shall, wherever necessary or appropriate, be referred to by their defined designations as in clause 1 above;

2.1.3 references to the masculine gender shall include the feminine and neuter genders and *vice versa*;

2.1.4 references to natural persons shall include bodies corporate and other legal personae and *vice versa*;

2.1.5 references to the singular shall include the plural and *vice versa*;

2.1.6 all schedules and annexes hereto shall be deemed to be incorporated herein and shall form an integral part hereof;

2.1.7 where a number of days is prescribed, it shall consist only of business days (i.e. days other than Saturdays, Sundays and Public Holidays) and shall be reckoned exclusively of the first and inclusively of the last day;

2.1.8 where the day upon or by which any act is required to be performed is not a business day, the parties shall be deemed to have intended such act to be performed upon or by the 1st (first) business day thereafter;

- 2.1.9 where an expression has been defined (whether in clause 2.2 below or elsewhere in this Agreement) and such definition contains a provision conferring rights or imposing obligations on any party, effect shall be given to that provision as if it were a substantive provision contained in the body of this Agreement;
- 2.1.10 if figures are referred to in numerals and words, the words shall prevail in the event of any conflict between the two.
- 2.2 In this Agreement, unless inconsistent with or otherwise indicated by the context, the following expressions shall bear the meanings assigned to them hereunder and cognate expressions shall bear corresponding meanings:
- 2.2.1 *Premises* - means:
- 2.2.1.1 Caravan stand No _____ (**INSERT CARAVAN STAND NUMBER**) having an area of _____ square meters and marked in the layout plan in Annexure A) for Portion 10 of the Farm Brakfontein, farm number 476, North-West Province, on the property known as Smilin' Thru Chalets together with the structures erected thereon and situate at Parys together with such furniture and other household effects (if any) as are listed in the Inventory attached hereto in Annexure B.
- 2.2.2 *Monthly Rental* - means the amount referred to in clause 4.1 below as escalated in terms of clause 4.2 below;
- 2.2.3 *Bank Account* - means ABSA Bank, account number 9290279604 in the name of CHR Resorts (Pty) Ltd.
- 2.2.4 *Early Termination* – means the termination of this agreement before the 10 year period set out in clause 5.1 below; but confined only to circumstances where such termination takes place as a result of the Lessor terminating this agreement before expiration of the 10 year period in terms of clause 5.2 or where the Lessee lawfully cancels the lease agreement before expiration of the 10 year period after the Lessor has committed a material breach of this agreement and the Lessee has followed the procedure set out in clause 17.1 below.
- 2.2.5 *Remainder Value* – means:
- $$RV = DP - \left(\frac{DP}{120} \times OP \right)$$
- Where:
 RV = Remainder Value;
 DP = Development Price;
 120 represents the total period of the lease in months (10 years = 120 months); and
 OP = period in months between the date on which the Premises is handed over to the Lessee in terms of clause 6.3 and date on which the Early Termination takes place (both months in which those two dates fall being excluded)
- And the Remainder Value shall equal R0.00 (zero rand) at the expiration of the 10 (ten) year period set out in clause 5.1.

2.2.6 *Development Price* – means the amount set out in clause 6.3;

2.2.7 *Resort* – means the Smilin' Thru Chalets holiday resort, hotel and conference centre situated on Portion 10 of the Farm Brakfontein, farm number 476, North-West Province. Should this portion become part of any future development, the lessee will get preferential option on re-allocation to new caravan sites, else clause 2.2.4 will become enforceable.

3. **LETTING AND HIRING**

3.1 The Lessor hereby lets to the Lessee, who hereby hires, the Premises subject to the terms and conditions contained in this Agreement.

3.2 The Premises shall not be occupied by more than FOUR persons and duly authorised in writing by the Lessee.

4. **MONTHLY RENTAL AND SECURITY FOR PAYMENT**

4.1 The Monthly Rental shall be R800.00 (**EIGHT HUNDRED RAND**) excluding VAT per month, subject to clause 4.2 below.

4.2 The Monthly Rental shall be subject to an escalation equal to the consumer price index (CPI), CPI headline year on year rates for the month of January in each year, released by Statistics South Africa in Statistical Release P0141, provided however that, notwithstanding the CPI rate, the annual escalation shall not be less than 5% and not more than 10% per annum from the 1st (first) day of March of each year, and the amount referred to in clause 4.1 above, escalated as aforesaid, shall then, with effect from the said date, constitute the Monthly Rental.

4.3 The Monthly Rental shall be paid monthly in advance on the 1st (first) day of each month, free of any deduction or set-off, directly into the Bank Account or at the reception offices of the Resort or such other address as the Lessor may in writing direct.

4.4 During the period of this Lease, the Lessee shall not, without the prior written consent of the Lessor, remove any movable property brought onto the Premises by the Lessee at the commencement of or during the period of this Lease, it being understood that such movable property is to remain on the Premises as security for all Monthly Levies or other payments for which the Lessee is liable in terms of this Agreement.

5. **LEASE PERIOD**

5.1 This Lease is entered into for a period of 10 years and shall commence on the day of 20..... and shall terminate at midnight on the day of 20..... ("the expiry date"). The Lessee has the option to renew this Lease for a further period of 5 years ("the renewal period"), commencing on the 1st (first) day following the expiry date, on the same terms and conditions contained in this Agreement, provided that: -

- 5.1.1 the Lessee shall exercise this option by giving written notice of such exercise to the Lessor on or before the day of 20....., failing which the option shall lapse;
- 5.1.2 the Monthly Rental payable during the renewal period shall be the amount paid immediately preceding the expiry date and shall be subject to escalation in terms of clause 4.2 above; and
- 5.1.3 the Lessee will not be entitled to exercise the option to renew this Lease whilst the Lessee is in arrears in respect of any payments or is breach of any term of this Agreement.
- 5.2 Notwithstanding the abovementioned, the Lessor shall be entitled to terminate this lease at any time before the expiry of the 10-year period, or the extended 5 year period (if applicable), set out in clause 5.1 above, by giving three month's written notice to the Lessee.

6. PAYMENT OF DEVELOPMENT PRICE

- 6.1 The Lessee shall, immediately after the Lessor has signed this Agreement, make an initial payment of R25 000.00 (**TWENTY-FIVE THOUSAND RAND**) to the Lessor, to be used towards the erection of the structures as per Annexure _____ to this agreement. The initial payment shall be deposited into the Bank Account as stipulated in 2.1.3 above.
- 6.2 The total cost of the Caravan Stand described in 2.2.3 above shall be R100 000.00 (**ONE HUNDRED THOUSAND RAND**) for the duration of the lease period.
- 6.3 The balance of R75 000.00 (**SEVENTY FIVE THOUSAND RAND**) shall be deposited into the Bank Account as indicated in point 2.1.11 above, before the Caravan Stand is handed over to the Lessee.
- 6.4 In the event of Early Termination, the Remainder Value shall be dealt with as follows, subject to clauses 12.2, 17.2 and 17.3 below:-
- 6.4.1 the Lessor may, in its sole discretion, apply and set- off the TOTAL Remainder Value towards all amounts for which the Lessee is liable under this Agreement, including, but without limitation, arrear Monthly Rental, unpaid electricity accounts, the cost of repairing damage caused by the Lessee to the Premises, the Resort or any movable items on the Premises or the Resort, the cost of replacing lost keys and the costs of any damages to the Lessor as a result of the Lessee breaching any of the terms of this agreement; and
- 6.4.2 the balance of the Remainder Value (if any) shall be refunded to the Lessee not later than 90 (ninety) days after the dated of Early Termination.

7. ADDITIONAL PAYMENTS BY LESSEE

- 7.1 The Lessee shall pay to the Lessor: -
- 7.1.1 the costs of drawing this Agreement; and

- 7.1.2 all legal costs as between attorney and own client, incurred by the Lessor in respect of any legal steps taken by him against the Lessee to enforce any of the Lessee's obligations under this Agreement.
- 7.2 Except insofar as they are included in any levy payable by the Lessor in terms of clause 9 below, the Lessee shall, from the date of commencement of this Lease, promptly pay for: -
- 7.2.1 all electricity which will be metered by a separate meter on the Premises (including electricity service charges), water and gas (if any) consumed on the Premises;
- 7.2.2 all refuse removal and garden maintenance fees levied on the Premises;
- 7.2.3 all sewer, effluent and sanitary fees levied on the Premises;
- 7.2.4 all charges arising out of any telephone service installed on the Premises;
- 7.2.5 any other fees payable in respect of services rendered to the Premises during the period of this Lease.

In the event of the Lessee failing to make payment of any of the foregoing, the Lessor shall have the right, without prejudice to his other rights in law or under this Agreement, to effect payment and recover from the Lessee the amount/s so expended.

- 7.3 It is recorded that, as at the date of signature of this Agreement by the Lessor, the municipal rates and taxes currently payable by the Lessor to the relevant local authority in respect of the Premises is about R6500.00 (**SIX THOUSAND FIVE HUNDRED RAND**) per month. Should this amount be increased by the local authority at any time during the period of this Lease, the Lessor shall (after having paid the amount of the said increase to the local authority) be entitled to recover from the Lessee the proportionate amount of such increase, monthly as and from the date of the increase to the date of termination of this Lease.
- 7.4 Payment of the Monthly Rental received after the seventh day of the month in respect of which it is due, shall attract interest at the statutorily prescribed rate for the duration of the arrears and shall be subject to a surcharge of R50.00 (**FIFTY RAND**) to cover collection fees and/or additional administration costs.

8. **ACKNOWLEDGEMENTS BY LESSEE**

The Lessee acknowledges that: -

- 8.1 the Premises are let subject to all of the conditions contained in the title deed of the Premises or of the land on which the Premises are situate (as the case may be) and the provisions of any applicable town planning scheme;
- 8.2 he has inspected the Premises and has found them suitable for the purpose for which they are let; and compliant to the requirement in the Consumer Protection Act, in the event that this Act is applicable to this Agreement, that the lessee's attentions must be conspicuously drawn to any provision in the agreement that limits the risk of the landlord. These may include damages caused by flooding

as the Premises is situated on the banks of a natural river. The Premises is also dependant on water supplied by means of a borehole, and no purification is applied;

- 8.3 he will have no claim for damages whatsoever against the Lessor if for any reason the Premises become unsuitable for the purpose for which they are let; and compliant to the requirement in the Consumer Protection Act, in the event that this Act is applicable to this Agreement, that the lessee's attentions must be conspicuously drawn to any provision in the agreement that limits the risk of the landlord. These may include damages caused by flooding as the Premises is situated on the banks of a natural river. The Premises is also dependant on water supplied by means of a borehole, and no purification is applied;
- 8.4 the Resort Management, if so authorised by the Lessor, may exercise on behalf of the Lessor all of the Lessor's rights and powers in terms of this Agreement;
- 8.5 payment of the Monthly Rental (and/or other amounts for which the Lessee is liable in terms of this Agreement) by way of cheque is an indulgence to the Lessee and, in the event of any such cheque being dishonoured for any reason whatsoever, the Lessee shall be obliged to effect all future Monthly Rentals and/or other payments in cash or by way of electronic bank transfer into the Bank Account;
- 8.6 all goods brought onto the Premises by the Lessee shall be at the sole risk of the Lessee without the Lessor incurring any responsibility relating thereto;
- 8.7 the Lessor shall not be liable for any loss sustained by the Lessee by reason of any burglary of or fire on the Premises or for any damage suffered by the Lessee as a result of any act or omission on the part of the Lessor and/or his agent or as a result of any defect in the Premises; and compliant to the requirement in the Consumer Protection Act, in the event that this Act is applicable to this Agreement, that the lessee's attentions must be conspicuously drawn to any provision in the agreement that limits the risk of the landlord. These may include damages caused by flooding as the Premises is situated on the banks of a natural river. The Premises is also dependant on water supplied by means of a borehole, and no purification is applied;
- 8.8 the Premises does not form part of a sectional title scheme under the provisions of the Sectional Titles Act 95 of 1986 and that the Premises are not let subject to the conditions contained in the relevant sectional plan and the rules applicable to such scheme; and
- 8.9 Only gas geezers, stoves and fridges may be installed on the Premises. Electrical geezers, stoves and fridges will not be permitted.

9. PAYMENT OF RATES AND TAXES AND LEVIES

The Lessor shall be liable for an apportionment of all rates and taxes/levies payable in respect of the Premises to the local authority concerned.

10. INSURANCE

- 10.1 The Lessee will insure the improvements (being the structures set out in Annexure ____) and the Premises and keep them insured for an amount which it in its bona fide opinion considers to be the full reinstatement value of the

Improvements and the Premises (and increase the amount of such insurance from time to time as may be necessary) against the risks that a prudent property owner would normally insure the Premises and the improvements thereon.

- 10.2 The Lessee, at Its own cost, will take out and maintain in force a public liability policy in respect of the Premises and the improvements in accordance with sound business practice to the value of at least R..... (..... rand). The Lessee will on request of the Lessor furnish the Lessor with a copy of the policy and proof of payment of the premiums in respect thereof.
- 10.3 Neither Party will do or omit to do anything if the act or omission may render void or voidable any insurance policy or policies held for the time being by the Lessee.

11. PROHIBITION AGAINST SUBLETTING AND PARTING WITH POSSESSION

The Lessee shall not without the Lessor's prior written consent: -

- 11.1 cede his rights or assign his obligations hereunder; or
- 11.2 sublet the Premises or any portion thereof; or
- 11.3 part with possession of the Premises or any portion thereof,

12. OCCUPATION – THE LESSEE’S SPECIFIC ATTENTION IS DRAWN TO THIS CLAUSE

[Note: the heading of this provision has been drafted as such pursuant to a requirement in the Consumer Protection Act, in the event that this Act is applicable to this Agreement, that the lessee’s attentions must be conspicuously drawn to any provision in the agreement that limits the risk of the landlord.]

- 12.1 Notwithstanding any receipt given for any Monthly Rental or Payment made in terms of this Lease, the Lessee shall have no claim for damages or other right of action against the Lessor, or be entitled to cancel this Lease in the event of the Lessor being unable, for any reason whatsoever not attributable to wilful default on the part of the Lessor, to give the Lessee occupation of the Premises on the date of commencement of this Lease and the Lessee undertakes to accept occupation from whatever date the Premises become available for that purpose, subject to a remission of Monthly Rental in respect of the period of non-occupation.
- 12.2 Should the Lessee fail to take occupation of the Premises on the date upon which the Premises are made available to him for that purpose, the Lessor may, without incurring any liability whatsoever towards the Lessee, immediately cancel this Agreement without notice, whereupon the Lessee shall forfeit the Development Price paid by him, while remaining liable for any loss of Monthly Rental or damages sustained by the Lessor; provided however that the foregoing provisions shall not apply if the Lessor and the Lessee have agreed in writing that the Lessee will not take physical occupation of the Premises on the said date.
- 12.3 In the event of the Lessee not being able to enjoy beneficial occupation of the Premises as a result of them having been materially damaged by fire, earthquakes, weather storms, riot activity or the like, and the Lessor: -

- 12.3.1 failing within 30 (thirty) days of the date of such damage, to give the Lessee written notice that he intends to continue this Lease, then this Lease shall be deemed to have been cancelled on the date that the damage occurred, and the Lessor shall refund to the Lessee all Monthly Levies paid in advance of the date of such damage; or
- 12.3.2 having given notice to the Lessee as aforesaid, the Lessor shall restore the Premises to a tenable condition as expeditiously as practicable and the Lessee shall be entitled to a total or partial remission of Monthly Levies according to the extent to which and the period for which he was deprived of beneficial occupation of the Premises.

Save as provided in clauses 12.3.1 and 12.3.2, the Lessee shall have no other claims whatsoever against the Lessor.

- 12.4 The Lessee may not, without the Lessor's prior written consent, which shall not be unreasonably withheld: -
- 12.4.1 vacate the Premises prior to the termination of this Lease; or
- 12.4.2 allow the Premises to remain unoccupied for any period exceeding six weeks; or
- 12.4.3 permit or allow any persons other than those persons referred to in clause 3.2 above to occupy the Premises or to reside therein.

13. DEFECTS AND MAINTENANCE

- 13.1 It is hereby recorded that at the time of the conclusion of this Agreement, the Premises were in a good state of repair and condition, and that all keys, locks, glass windows, electrical installations, sanitary-ware, sewerage pipes, stoves, water taps, geysers and other appurtenances including all the movable items specified in the Inventory annexed hereto ("the goods"), were likewise in good order and condition. Should the Lessee at the time of taking occupation of the Premises discover any defect/s in the Premises and/or any of the goods, he shall within 3 (three) days of such occupation give written notice of such defect/s to the Resort or (if so directed in writing by the Resort at the time of conclusion of this Agreement) the Lessor. Failure on the part of the Lessee to give such notice shall be deemed to be an acknowledgement on his part that the whole of the Premises including all the goods, were in a good and proper state of repair and condition at the time he took occupation.
- 13.2 It is specifically recorded that any notice given by the Lessee in terms of clause 13.1 shall not confer any obligation on the Lessor to repair the Premises or the goods concerned, the intention being that such notice will serve only to record the state of repair in which the Lessee took occupation of the Premises and the goods. It is furthermore specifically recorded that, save as is otherwise provided in this Agreement, the Lessor shall not be obliged to effect repairs to or maintain the Premises or the goods, and the Lessee shall not be entitled to withhold the Monthly Rental or to claim any refund in respect of Monthly Rental paid by reason of any defect/s whatsoever in the Premises or the goods.
- 13.3 The Lessor shall keep the structure of the Premises and the roof covering (shaded netting) in a state of good repair, but shall not be liable to the Lessee

for any damages which the Lessee may suffer by reason of any repairs to be effected by the Lessor not being effected timeously or at all.

- 13.4 The Lessee undertakes, subject to clauses 13.3 above and 13.6 below, to maintain at his own cost the whole of the Premises and the goods for the entire period of this Lease in the same state of repair as they were received by him, reasonable fair wear and tear excepted, alternatively to reimburse the Lessor for the cost of replacing or repairing any breakages or defects. Notwithstanding the generality of the foregoing, the Lessee specifically undertakes to: -
- 13.4.1 keep and maintain all gutters, sewerage pipes, water pipes and drains on the Premises free from obstruction and/or blockage; and
 - 13.4.2 keep the grounds (if any) of the Premises in a clean and tidy condition, free from all litter and rubbish, and to keep the hedges trimmed, lawns mowed and flowerbeds neat and tidy; and
 - 13.4.3 keep the electrical system in good working order and condition; and
 - 13.4.4 clean the carpets and other floor coverings and tiles regularly, it being understood that same shall be replaced completely at the expense of the Lessee should they be damaged beyond reasonable wear and tear.
- 13.5 The Lessor and/or the Resort shall be entitled to inspect the Premises at all reasonable times and to make such repairs and alterations as are deemed necessary for the safety, preservation or improvement of the Premises, both externally and internally.
- 13.6 Should the Lessee fail to maintain the Premises and/or the goods in the manner specified in this clause, the Lessor shall be entitled, in addition to any other rights or remedies available to him in terms of this Agreement, to carry out the necessary maintenance work at his discretion and to recover the full cost thereof from the Lessee.
- 13.7 On the termination of this Lease, the Lessee shall restore the whole of the Premises and the goods to the Lessor in the same good order and condition as they were at the commencement of this Lease, fair wear and tear excepted. The Lessor shall, within 7 (seven) days after restoration of the Premises to him, inspect the Premises and notify the Lessee in writing of all damages to or defects in the Premises for which the Lessee is liable in terms of this clause 13. Failure on the part of the Lessor to give such notice shall be deemed to be an acknowledgement on his part that the whole of the Premises, including all the goods, were in a good and proper state of repair and condition as at the date of such restoration.
14. **"FOR SALE" AND "TO LET" NOTICES**
- 14.1 The Lessor shall at any time during the period of this Lease be entitled to affix a "for sale" notice to the exterior of the Premises.
 - 14.2 On receipt of a notice given by either party in terms of clause 5.1, alternatively, 3 (three) months prior to the termination of this Lease in terms of clause 5.2 above, the Lessor shall be entitled to affix a "to let" notice to the exterior of the Premises.

- 14.3 The Lessee shall allow the Lessor and/or any prospective tenant or purchaser to view the exterior and interior of the Premises during reasonable hours, provided that a prior appointment to do so has been made with the Lessee. The Lessee shall accept at least one such appointment per week.
- 14.4 The Lessee shall not be entitled to remove, relocate or damage any notice referred to in clauses 14.1 or 14.2 above.

15. USE OF THE PREMISES BY THE LESSEE

The Lessee shall use the Premises solely for residential purposes and hereby specifically undertakes not to: -

- 15.1 contravene any law, by-law, ordinance or regulation applicable to the Premises, or (if applicable) the rules applicable to the Resort of which the Premises forms part or, any use agreement applicable to the Premises; or
- 15.2 cause or permit any nuisance upon the Premises; or
- 15.3 allow pets or other animals to damage the Premises; or
- 15.4 deface, mark, paint or drive nails, hooks or screws into the doors, walls ceilings or floors of the Premises, or place or display any advertisements or notices of whatsoever nature on any part of the Premises, without the prior written consent of the Lessor; or
- 15.5 interfere in any manner whatsoever with the existing electrical installations on the Premises or to connect any electrical equipment to the electricity supply, which may in any way damage the electrical installations or cause same to short-circuit; or
- 15.6 make any alteration or addition to the Premises or its appurtenances without the prior written consent of the Lessor; or
- 15.7 keep or store any dangerous or hazardous material or substance on the Premises or do or permit anything to be done which may vitiate the Lessor's insurance on the Premises or cause an increase in the premiums payable thereunder; or
- 15.8 hold, or permit the holding of, any sale by public auction whatsoever in or about the Premises; or
- 15.9 keep any pets in or on the Premises without the Lessor's prior written consent.

16. IMPROVEMENTS

- 16.1 Any improvements made by the Lessee on or to the Premises during the period of this Lease shall become the property of the Lessor on termination of this Lease, and the Lessee shall not be entitled to remove any such improvement or claim from the Lessor any compensation in respect thereof. The Lessee shall have no lien or any other right of retention whatsoever, and upon termination of this agreement for whatever reason, the Lessee shall immediately vacate the Premises and allow the Lessor to immediately take full possession of the premises.

16.2 Notwithstanding the provisions of clause 16.1 above, the Lessor shall be entitled at the termination of this Lease, to demand in writing that any improvement or addition made by the Lessee to the Premises shall be removed by the Lessee at his own cost. The Lessee shall at his own expense and to the satisfaction of the Lessor repair all damage and/or defects caused by such removal.

16.3 Should the Lessee fail to comply with a demand made by the Lessor in terms of clause 16.2 above, the Lessor shall be entitled, in addition to any other remedy or right available to him in terms of this Agreement, to have the relevant improvement and/or addition removed and to recover the costs thereof from the Lessee, including the cost of repairing all damage and/or defects caused by such removal.

17. BREACH

17.1 In the event of either of the parties ("the defaulting party") committing a breach of any of the terms of this Agreement and failing to remedy such breach within a period of 7 (seven) days after receipt of written notice from the other party ("the aggrieved party") calling upon the defaulting party to remedy the breach complained of, then the aggrieved party shall be entitled at his sole discretion and without prejudice to any of his other rights in law and/or in terms of this Agreement, either to claim specific performance of the terms of this Agreement or to cancel this Agreement forthwith and without further notice, and to claim damages from the defaulting party; provided that if the Lessee commits a breach of the provisions of this Agreement 3 (three) times in any calendar year, then upon the third breach, the Lessor shall be entitled immediately to implement either of the remedies referred to above, without first having to give the Lessee written notice to rectify such breach.

17.2 In the event that the defaulting party is: -

17.2.1 the Lessee, the full amount of the Remainder Value referred to in clause 6 shall, on cancellation of this Agreement, be forfeited to the Lessor as pre-estimated liquidated damages;

17.2.2 the Lessor, the Lessee shall not later than 30 (thirty) days after cancellation of this Agreement, receive from the Lessor the Remainder Value on the basis set out in 6.4 above. Save for the aforementioned, the Lessee shall have no other claim against the Lessor.

17.3 Should there be a dispute as to the determination of the defaulting party, the Lessor shall retain the Remainder Value until such dispute is resolved either by agreement between the Lessor and the Lessee or by order of a competent court.

17.4 Should this Agreement be cancelled by any party for any reason whatsoever, the Lessee and/or any other person occupying the Premises on the Lessee's behalf, shall immediately vacate the Premises and allow the Lessor to take occupation thereof.

18. DOMICILIUM CITANDI ET EXECUTANDI

18.1 The parties choose as their *domicilia citandi et executandi* for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature the following addresses: -

18.1.1 The Lessor: PO Box 388, Parys 9585 and C/O Nexia SAB&T, 119 Witch-Hazel Ave, Highveld Technopark, Centurion

18.1.2 The Lessee: _____

18.2 Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if given in writing but it shall be competent to give notice by email.

18.3 Either party may by notice to the other change the physical address chosen as its *domicilium citandi et executandi* to another physical address in the Republic of South Africa, or its email address, provided that the change shall only become effective on the 7th (seventh) day after receipt of the notice by the addressee.

18.4 Any notice to a party which is: -

18.4.1 sent by prepaid registered post in a correctly addressed envelope to it at its *domicilium citandi et executandi* shall be deemed to have been received on the fifth day after posting (unless the contrary is proved); or

18.4.2 delivered by hand to a responsible person during ordinary business hours at its *domicilium citandi et executandi* shall be deemed to have been received on the day of delivery; or

18.4.3 transmitted by email to its chosen email address (if any) stipulated in clause 18.1 above, shall be deemed to have been received on the date of transmission (unless the contrary is proved).

18.5 Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen *domicilium citandi et executandi*.

19. **GENERAL**

19.1 The parties agree to the jurisdiction of the Magistrate's Court in connection with any action or suit arising from this Agreement or the cancellation hereof.

19.2 Should two or more persons sign this Agreement as Lessees, the said persons shall be liable, *in solidum*, for the due performance of their obligations in terms of this Agreement.

19.3 This Agreement constitutes the sole and entire agreement between the parties, and no warranties, representations, guarantees or other terms and conditions of whatsoever nature not contained herein shall be of any force or effect.

- 19.4 No variation of the terms and conditions of this Agreement or any consensual cancellation thereof shall be of any force or effect unless reduced to writing and signed by the parties or their duly authorised representatives.
- 19.5 No indulgence which either party ("the grantor") may grant to the other party ("the grantee") shall constitute a waiver of any of the rights of the grantor who shall not thereby be precluded from exercising any rights against the grantee which may have arisen in the past or which might arise in the future.
- 19.6 The Lessor hereby warrants that all consents required in terms of the Matrimonial Property Act 88 of 1984 have been duly furnished. **[Note: Delete this clause if the Lessor is not married in community of property]**
- 19.7 This Agreement shall be duly concluded upon signature hereof by the Lessor and the Lessee, without it being required that the fact of the Lessor's signature be communicated to the Lessee.

20. **SPECIAL CONDITIONS**

- 20.1 The Lessee agrees to allow the Lessor to let the Premises out as part of the normal running of the Resort and to provide an opportunity to generate an income for the Lessee. To this end, the Lessee agrees to sublet the Premises to the Lessor, from time to time, to enable the Lessor to let the Premises out as part of the normal running of the Resort.
- 20.2 The Lessee agrees that the Lessor will utilise the standard Resort tariffs, as determined by the Lessor and quoted on its web-site from time to time, and that a 30% portion of this income shall be retained by the Lessor. The balance, which shall constitute the rental payable by the Lessor to the Lessee for the subletting, will be paid to the Lessee by means of an Electronic Bank Transfer by the 25th day of the following month, less any outstanding monies due by the Lessee. The Lessor will, however, not be liable to make payment to the Lessee during periods in which the Premises is not sublet out.
- 20.3 The Lessee agree to inform the Lessor at least 90 days in advance should the Lessee require the Premises for own use. Should the unit be let out by the Lessor, the Lessee will accept such booking provided that the required deposit has been paid.

THUS DONE AND SIGNED BY THE PARTIES ON THE DATES AND AT THE TIMES AND PLACES STATED HEREUNDER: -

DATE: PLACE:

WITNESS LESSEE
(OR DULY AUTHORISED REPRESENTATIVE)

DATE: PLACE:

WITNESS ASSISTED BY ME - LESSEE'S HUSBAND

DATE:

PLACE:

WITNESS LESSOR
(OR DULY AUTHORISED REPRESENTATIVE)

I, the spouse of the Lessor, hereby consent to the foregoing and confirm all of the terms and conditions herein contained. **[Note: Delete this clause if the Lessor is not married in community of property]**

DATE:

PLACE:

WITNESS LESSOR'S SPOUSE