

ABRIDGED (FAMILY/FRIEND) LEASE AGREEMENT

Entered into by and between:

..... THE LANDLORD Address:
AND

..... ("TENANT")

Start Date: 200.....

Description of premises leased at above address: ("PREMISES")

TERMS AND CONDITIONS

1. DURATION

This LEASE shall commence on 200..... And continue for an initial period of month(s)/week(s) upon the expiry of which it shall continue indefinitely subject to termination by either party giving the other calendar month(s)/week(s) notice in writing of such termination.

2. RENTAL

2.1 The rental for the PREMISES shall be R..... per month.

2.2 The rental shall be banked toBANK, account number or at such other place as the LANDLORD may notify the TENANT.

2.3 The LANDLORD shall be entitled to increase the rental at any time after the expiry of the initial period of the lease by giving the TENANT 1(ONE) calendar month's notice.

3. USE OF PREMISES

3.1 The TENANT shall have the right of reasonable use, having regard to the rights of all other lessees and/or other occupiers of the LANDLORD, of the common areas, toilets and other conveniences and facilities provided by the LANDLORD. The TENANT shall use the PREMISES only for residential purposes.

3.2 The TENANT shall not be entitled to sub let the PREMISES or cede any of its rights hereunder.

3.3 The TENANT shall not be entitled to alter or add to the PREMISES or any of the installations therein contained without the prior written consent of the LANDLORD.

3.4 The TENANT shall not affix objects to the PREMISES by means of nails, screws or otherwise without the written consent of the LANDLORD. The TENANT shall not be entitled to change the locks to any doors to the PREMISES or in respect of the furnishing/equipment therein.

4. SERVICES

4.1 Inclusive Rental

The rental includes the TENANT's right to use of the furnishings/equipment and services hereinafter provided for, save to the extent that this agreement expressly provides for the payment of additional charges therefore.

4.2 Furnishing/Equipment

4.2.1 The TENANT shall be entitled to use the furnishing/equipment situated on the PREMISES and detailed on Schedule "1" hereto, for the duration of this agreement.

4.2.2 Ownership of the furnishing/equipment used by the TENANT in terms of 4.2.1 shall at all times remain vested in the LANDLORD.

4.2.3 The TENANT shall use the said furnishings/equipment with such care as to ensure that it remains at all times in good order and repair, fair wear and tear only excepted, and shall at the termination hereof return such furnishing/equipment to the LANDLORD in like good order and condition, fair wear and tear only excepted.

4.3 Telephone

4.3.1 If the PREMISES are supplied with a telephone extension, the tenant has access to the telephone for usage.

4.3.2 All outgoing calls made by the TENANT on the PREMISES shall be charged by the LANDLORD to the TENANT.

4.3.3 The TENANT shall not be entitled to install or otherwise use direct telephone or other communication systems from the PREMISES other than via a cell phone.

4.3.4 If the TENANT fails to pay any amount due to the LANDLORD in respect of telephone charges, rental or any other amount in terms hereof, the LANDLORD shall be entitled to refuse the TENANT the use of the telephone services herein provided for.

4.4 Number of persons on the premises

It is recorded that the number of persons to be permanently housed on the PREMISES is and this may not be varied without the written consent of the LANDLORD.

5. LIMITATION OF LIABILITY

5.1 The TENANT shall:

5.1.1 have no claim of any nature whatsoever against the LANDLORD for any loss, damage or injury which it may directly or indirectly suffer (except where caused through the gross negligence of the LANDLORD) by reason of any latent or patent defect in the PREMISES or any damage or destruction to the PREMISES, furnishing and/or equipment; theft from the PREMISES; and, defect or disrepair of the PREMISES and/or the furnishings/equipment;

5.1.2 not be entitled to withhold or defer payment of any amounts due in terms hereof;

5.1.3 under no circumstances have any claims against the LANDLORD for consequential loss, howsoever caused.

6. BREACH

6.1 If the TENANT fails to make payment of any amount due in terms hereof or commits any other breach of this agreement and does not remedy the latter mentioned breach within 3 (THREE) days of being asked to do so, then the LANDLORD shall be entitled to terminate this agreement, eject the TENANT from the PREMISES and retake possession of the furnishing/equipment used by the TENANT in terms hereof. If the TENANT disputes the LANDLORD's right to terminate this agreement and remains in occupation then the LANDLORD shall be entitled to continue to receive payment of the rental and other amounts due in terms hereof without prejudice to its contention that this agreement has been terminated.

6.2 The TENANT shall pay interest on all amounts overdue in terms of the lease at the prime overdraft rate of (Bank's name) plus 4%. The interest shall be calculated from the due date of such amount to the actual date of payment thereof.

7. WHOLE AGREEMENT

This agreement constitutes the whole agreement between the parties and no variation hereto shall be of any force or effect unless reduced to writing and signing by the LANDLORD and the TENANT. No consensual termination of this agreement shall be of any force of effect unless reduced to writing and signed by the LANDLORD and the TENANT.

8. NON-WAIVER

No relaxation or indulgence which any of the parties may afford to the other(s) shall in any way prejudice or be deemed to be a waiver of the rights of the indulgent party and shall not preclude or stop the indulgent party from exercising all or any of its rights hereunder and, in particular but without limiting or derogating from the foregoing, any cancellation hereof or accrued right of cancellation hereof.

9. JURISDICTION

The TENANT consents to the jurisdiction of the Magistrate's Court or otherwise competent jurisdiction in respect of any action or proceedings which may be brought against it by the LANDLORD; provided that the LANDLORD shall be entitled to bring proceedings which would, but for the foregoing, fall outside the jurisdiction of the Magistrate's Court.

10. STAMP DUTY

In terms of Section 14 of the Stamp Duties Act No. 77 of 1968, the tenant hereby agrees to pay the stamp duty in terms of this agreement of lease and the service agreement on signature hereof on demand. The amount of the stamp duty to be paid in terms hereof, as well as any penalties thereon as determined by the Receiver of Revenue shall be final and binding.

PLACE _____ DATE _____

TENANT _____ FULL NAME _____

WITNESS _____

PLACE _____ DATE _____

LANDLORD _____ FULL NAME _____

WITNESS _____