

# t/a Help You Store

Attached please find lease agreement (6 pages)

Please note the following:

1. Complete first page in full and legible ñ cell phone numbers and e-mail address are VERY important.
2. There is an option to pay for 12 months in advance and get the 13th month free.
3. Initial at the bottom of all 6 pages. Complete page 6 and sign as the tenant.
4. Companies and Close Corporations ñ please complete details of the company proxy / representative.
5. This document only applies to the storage lease with Help You Store and does not include transport arrangements.

6. VERY IMPORTANT:

Please send documents via email to documents@helpyoustore.co.za or fax to 086 535 7648

- |                          |                                                                                 |
|--------------------------|---------------------------------------------------------------------------------|
| <input type="checkbox"/> | a. This signed lease agreement (6 pages)                                        |
| <input type="checkbox"/> | b. A clear copy of your ID document or Passport.                                |
| <input type="checkbox"/> | c. A FICA accepted document that contains your name and proof of address on it. |
| <input type="checkbox"/> | d. Proof of payment for deposit and rental mentioned in point 7 below.          |

7. The following initial amounts are payable immediately to secure a unit for you.

- a. First calendar month rental (please note this is NOT a deposit), plus
- b. Any pro-rata amount for the current month.

This total amount must be paid into the following bank account to secure a unit for you.

**Bank:** Standard Bank

**Account name:** Errintino Storage cc

**Account number:** 330801619

**Branch code:** 001155

**Reference:** Use your name and surname as the reference.

8. The original signed lease should be submitted at our office on occupation of the unit.

9. KEY CLAUSES IN THE LEASE AGREEMENT (refer to lease for complete terms and conditions)

- a. We require a FULL CALENDAR MONTH's notice if you want to vacate the store.
- b. No pro-rata rental will be refundable if you vacate the store during the month.
- c. The lease is for an indefinite period, subject to notice by both parties as per point 9a. Above.
- d. Increases in rentals will be communicated by 2 (two) month's written notice.
- e. Please refer to clause 13 for procedures when accounts are in arrears.
- f. Access allowed only between 07.00 and 18.00 daily and access will be denied if the account is in arrears.
- g. All arrangements, notices, etc HAS to be in WRITING.
- h. Tenant is responsible for INSURANCE of contents and has to cover for all risks, including (but not limited) to theft and fire.

## STORAGE LEASE AGREEMENT

entered into and between

Errintino Storage cc - registration number 2010/126174/23 t/a **Help You Store**  
and

### The Tenant

|  |
|--|
|  |
|--|

(insert full names and surname / close corporation or company name)

### Proxy representative

|  |                    |
|--|--------------------|
|  | (or same as above) |
|--|--------------------|

(name of official who signs on behalf of the tenant or company (only if different from the tenant))

### ID Number

|  |
|--|
|  |
|--|

(here fill in your ID number, passport number or company registration number)

### VAT number

|  |
|--|
|  |
|--|

(optional - for tax invoices on a monthly basis)

### Physical address

|  |       |
|--|-------|
|  |       |
|  | Code: |

### Postal Address

|  |       |
|--|-------|
|  | Code: |
|--|-------|

### Telephone number 1

|  |
|--|
|  |
|--|

### Telephone number 2

|  |
|--|
|  |
|--|

### Cell phone number

|  |
|--|
|  |
|--|

### Fax number

|  |
|--|
|  |
|--|

### Alternative contact persons

|         |            |
|---------|------------|
| Name 1: | Telephone: |
|---------|------------|

|         |            |
|---------|------------|
| Name 2: | Telephone: |
|---------|------------|

(in case of emergencies and we cannot get hold of you)

### Allowed access list

|         |            |
|---------|------------|
| 1. Name | ID number: |
|---------|------------|

|         |            |
|---------|------------|
| 2. Name | ID number: |
|---------|------------|

|         |            |
|---------|------------|
| 3. Name | ID number: |
|---------|------------|

(you choose people who will be allowed access to your unit)

## **TERMS AND CONDITIONS OF STORAGE LEASE AGREEMENT**

### **LEASE PERIOD, NOTICE PERIOD AND ESCALATION**

1. This lease shall for an indefinite period, commence on the occupation date, and shall, unless terminated as otherwise provided in the terms and conditions below, be only terminated by one full calendar month's written notice by either party.
2. This agreement will commence from the date of occupation, irrespective as to whether the Tenant avails itself to the storage facilities from that date or otherwise.
3. The rental payable in terms of this agreement will escalate at the discretion of Help You Store management with two calendar month's written notice.

### **STORAGE**

4. The premises leased by Help You Store to the Tenant shall comprise the unit leased per the details set out in the above Schedule.
5. Help You Store hereby lets to the Tenant who hereby hires the unit from Help You Store subject to the terms and conditions set out in this document. No other goods or services are provided by Help You Store.  
The Tenant :-
  - a. Is deemed to have full knowledge of the goods in the unit;
  - b. Warrants that he/she/it is/are the sole owner of the goods to be stored in the unit, from time to time, alternatively are entitled to be in possession thereof, the Tenant further acknowledging that all goods will be subject to the provisions of the agreement and in particular to the Landlord's lien;
6. Help You Store (which term includes its directors, employees, and agents):-
  - a. Does not and will not be deemed to have knowledge of the goods;
  - b. Is not a bailee nor a warehouseman of the goods and the Tenant acknowledges that Help You Store does not accept ownership of the goods.

### **COSTS**

7. Upon signing the agreement and prior to occupation of the storage unit, the Tenant must pay to Help You Store all initial amounts due.  
The monthly rental is payable strictly on or before the 3rd working day of every month (in respect of the ensuing month).
8. The Tenant must pay rentals electronically by means of electronic funds transfer or direct deposit into the supplied bank account details.
9. For late payments the tenant shall be obligated to pay to help You Store an amount of R100 including VAT, per storage unit per month, as a late payment penalty and recovery fee for such overdue payments. A late payment penalty and recovery fee of R120 including VAT on overdue payments may also be levied monthly on all outstanding balances.
10. A copy of this agreement, together with the Tenant's own proof of payment, will for the purpose of this agreement be deemed to be a proper TAX Invoice and Help You Store will be under no obligation to issue any further TAX Invoices.
11. Any legal and debt collection costs incurred by Help You Store in collecting overdue payments will be debited to the Tenant.
12. In the event of any increases in taxation imposed by statute or law, or any regional, local or competent authority or becoming payable by Help You Store on the rental, then this tax shall be passed on to the Tenant.

### **FAILURE TO PAY**

13. The Tenant acknowledges that:
  - a. All time limits imposed on the Tenant by the agreement, must be complied with strictly;
  - b. All goods in the unit are subject to a general lien for all rentals and any other amounts owing to Help You Store by the Tenant. In the event of the rental not being paid in full within 7 (seven) days after written notice requiring it be remedied, Help You Store may enter the unit using such method as is necessary and which shall include the cutting of any padlocks, in the presence of two representatives of Help You Store appointed auctioneers to make an inventory of the goods in the unit and then take possession of such goods (including the right to remove same) in Help You Store's sole discretion and do any one or more of the following:-
    - i) Without further notice or demand, to cancel this agreement and without derogating from the rights of Help You Store to claim any arrear rentals and/or other amounts, payable to it and to claim and recover from the Tenant such damages as may be suffered in consequence of such breach and/or cancellation.
    - ii) Sell the goods by private arrangement or public auction to defray any unpaid rentals, or costs associated with collection of fees and/or costs associated with disposal of the goods; and/or
    - iii) Dispose of the goods in any other reasonable manner, as Help You Store sees fit.
    - iv) To deny or restrict access by the Tenant (or any person representing the Tenant) to the unit.
  - c. If any money is recovered from the sale or disposal of goods, that money shall be applied as follows:-
    - i) First, to pay the costs of and associated with the sale or disposal of the goods, legal costs, collection fees and as may in any other manner have been incurred by Help You Store by exercising its rights and/or enforcing its remedies in terms of this Agreement or at law;
    - ii) Second, all rental and other fees owed to Help You Store and any other costs incurred by Help You Store in connection with re-entering the unit, storing and selling or disposing of the goods;
    - iii) Third, any excess will be paid over to the Tenant without interest.

## **ACCESS TO AND CONDITIONS OF USE OF THE UNIT**

### **14. The Tenant:-**

- a. Shall be afforded access to the unit only during the following hours: Monday to Sunday (Including public holidays) between 07h00 and 18h00;
- b. Is solely responsible to lock the door of the unit at all times throughout the lease period. The Tenant shall provide his own padlock(s) and will remove the padlock(s) on or before date of termination of this agreement in order to ensure that Help You Store has free and undisturbed access to the unit;
- c. Must not store any goods that are hazardous, illegal, stolen, inflammable, explosive, environmentally harmful, perishable or food items or that are a risk to the property or any person;
- d. Will use the unit solely for the purpose of storage and must not carry on any business or other activity in the unit;
- e. Must maintain the unit by ensuring it is clean and the interior is in a state of good repair;
- f. Ensure the goods are dry, clean, free from vermin and/or any other form of contamination, including but not limited to food scraps when placed in the unit;
- g. Must not physically alter the unit in any way (including the use of screws or nails) without consent. In the event of damage to the unit, Help You Store is entitled to claim from the Tenant the cost of the repairs required.
- h. Shall not be entitled to assign or sub-let the unit to any other person;
- i. Must notify Help You Store in writing of the change of address of the Tenant~~s~~ or the Alternate Contact Person;
- j. Grants Help You Store entitlement to discuss any default by the Tenant with the Alternate Contact Person;
- k. Must notify Help You Store of any changes to the allowed access list in writing, signed by the Tenant.

15. Help You Store may refuse access to the unit by the Tenant where any money is owing by the Tenant to Help You Store, whether or not a formal demand for payment has been received by the tenant or not.

16. Help You Store reserves the right to relocate the unit to another unit for the proper management of the facility with 30 days written notice to the Tenant to that effect, the Tenant to ensure its cooperation for such relocation purposes. In the event of such relocation the reference to a unit number in the Schedule on the first page shall be changed accordingly.

## **RISK AND RESPONSIBILITY**

17. No oral statements made by Help You Store or its employees form part of the Agreement. No failure or delay by Help You Store to exercise its rights under this agreement will operate to reduce those rights.

18. The goods are stored at the sole risk and responsibility of the Tenant who is responsible for any and all theft damage to, and deterioration of the goods, and bears the risk of all damage caused by flood, fire, water, spillage of material from any other space, removal or delivery of the goods, pest or vermin or any other reason whatsoever including any acts or omissions of Help You Store or persons under its control. The Tenant shall be obliged to ensure that his/her/its property is at all material times insured against risks inclusive, inter alia, of damage by theft, fire, flood and hail, on such terms, for such amounts and at such premiums as are for the time being usual in respect of similar property in similar locations.

19. Unless specifically covered by insurance, the Tenant must not store items which are irreplaceable, such as currency, gold coins, platinum coins and any other valuable coins, jewellery, furs, deeds, ID Documents, passports, driver~~s~~ licences, or any other statutory documents, fire arms, paintings, curios, works of art and items of personal sentimental value.

20. The Tenant agrees to indemnify Help You Store from all claims in contract, delict or otherwise for any loss or damage to the property of, or personal injury to:

- a) Third parties; and/or
- b) The true owner of the goods stored in the unit resulting from or incidental to the use of the unit by the Tenant goods including the sale or other disposal of the goods pursuant to Clause 13(b) above.

## **COMPLIANCE WITH LAWS**

21. The Tenant acknowledges and agrees to comply with all relevant laws, applicable to the use of the unit. This includes laws relating to the material which is stored, and the manner in which it is stored. Liability for all breach of such laws rests absolutely with the Tenant, and includes all costs resulting from such breach.

22. If Help You Store believes at any time in the discretion that the Tenant is not complying with any relevant law relating to the goods stored in the unit and/or affecting the Tenant~~s~~ ability to discharge its obligations under this agreement, Help You Store may take any action if Help You Store believes to be necessary to so comply, including inspection and termination under clauses 24 and 25. Help You Store may also immediately dispose of or remove the goods at the Tenant~~s~~ expense, and submit the goods to the relevant authorities.

## **INSPECTION AND ENTRY BY THE OWNER**

23. Subject to clause 25, the Tenant consents to inspection and entry of the unit by Help You Store on 5 days written notice.

24. In the event of an emergency, that is, where Help You Store believes that the laws are being broken, or where property, the environment or human life is, in the opinion of Help You Store, threatened, Help You Store may enter the unit using all necessary force without the written consent of the Tenant. Help You Store will take steps to video record this entry and inform the Tenant as soon as practicable. The Tenant irrevocably consents to such entry.

## SEARCH OF UNIT

25. By signing this Storage Lease Agreement, the Tenant ņ

- a. Acknowledges having been advised in writing by Help You Store of the sailent provisions of the Customs and Excise Act No. 91 of 1964 and the Counterfeit Goods Act No. 37 of 1997 pertaining to the search of the unit and the detention and seizure of the contents therein.
- b. Acknowledges that Help You Store is lawfully obliged under the said legislation, as well as other prevailing laws to:
  - i) Provide the relevant officials and authorities with all such information and documentation that Help You Store may have relating to the Tenant, including the identity, known whereabouts and contact details of the Tenant as well as a copy of this Storage Lease Agreement; and
  - ii) Grant to the relevant officials and authorities access to the unit for the purpose of opening and entering the same, inspecting and/or detaining and/or seizing the contents thereof.
- c. Consents to Help You Store providing the relevant officials and authorities under the said legislation or any other prevailing laws with the said information and documentation.
- d. Holds Help You Store harmless against and waives all and any claims of whatsoever nature that it may have for all and any loss or damage of whatsoever nature which the Tenant may suffer as a result of Help You Store granting the relevant officials and authorities under the said legislation or any other prevailing laws access to the unit or providing them with the said information and documentation.
- e. Acknowledges that Help You Store shall not be under any obligation to supervise the opening and entering of the unit nor the inspection and/or detention and/or seizure of the contents thereof by the relevant officials and authorities nor to account to the Tenant for the same.

## TERMINATION

- a. Either party may terminate this agreement by giving the other party written notice as indicated in clause 1 of this agreement, or, in the event of Help You Store not being able to contact the Tenant, the Alternate Contact Person identified on the front of this agreement.
- b. In the event of illegal or environmentally harmful activities on the part of the Tenant, Help You Store may terminate the agreement immediately on written notice to the Tenant to that effect.
- c. Should the tenant give one full calendar month written notice to terminate the lease agreement along with the debit order authorisation but fail to vacate the unit by 18:00 on the last day of the month, the Tenant's letter of termination of lease will automatically be deemed null and void. Under such circumstances the lease agreement along with debit authorizations will remain of full force and effect, as was the case prior to termination notice being given. In such an event, the Tenant will pay a false notification penalty fee of R240 per unit, including VAT which payment along with the monthly rentals due must be made promptly on or before the 1st day of the month to avoid a further R120 including VAT late payment and recovery fee as per Clause 9.
- d. Upon termination the Tenant must remove all goods in the unit and leave the unit in a clean condition and in a good state of repair to the satisfaction of Help You Store on the date specified. The Tenant must pay any outstanding moneys and any expenses on default or other moneys owed to Help You Store up to the date of termination, or clause 13b will apply. Any calculation of the outstanding rental will be by Help You Store and such calculation will be final. If Help You Store enters the unit under clause 13b and there are no goods stored there, Help You Store may terminate the agreement immediately;
- e. Help You Store will be entitled to demand written proof from the Tenant of any alleged notice given by the Tenant to Help You Store and the Tenant will be obliged and hereby undertakes to furnish such written proof to Help You Store on request thereof.

## NOTICE

27. Any notice to be given in terms of this agreement shall be sent by prepaid registered post or sent by fax or transmitted via e-mail to the details chosen by the party concerned. In the event of Help You Store not being able to contact the Tenant, notice is deemed to have been given to the Tenant if Help You Store gives or makes reasonable attempts to give the notice by post or fax or e-mail to the address of the Tenant or to the Alternate Contact Persons as identified on the front of this agreement.

28. For the purposes of this agreement, including the giving of notice and the serving of legal processes, the parties respectively choose domicillium citandi et executandi for all purposes as follows:-

Help You Store: 283 Langeveld Street, Midrand, South Africa. 1686  
PO BOX 14097 Vorna Valley, 1686.

Fax to 086 535 7648 - Email documents@helpyoustore.co.za

TENANT ; As per Tenant details provided on front page.

## INTERPRETATION

29. Where ever appropriate in this agreement ņ Words signifying singular shall include the plural and visa versa - Words signifying one gender, shall include the other ņ Words signifying a natural person, shall include persons of either sex as well as firms, associations, companies, partnerships and corporate bodies. The titles and headings in this agreement are for purposes of references and convenience and must not be considered for purposes of interpretation.

## AMENDMENT

30. No amendment, deletion, addition to or suspension of any provision of this agreement or any provision shall be of any force or effect unless in writing signed by Help You Store and the Tenant.

**TENANT DECLARATION**

I, the undersigned, hereby declare and warrant that I am the lawful owner of all goods which shall be stored in the unit at any time and from time to time ñ

1. That I have carefully read and understand the contents of this Lease Agreement of which all pages have been read and initialled by me for identification purposes;
2. That I am the Tenant and am duly authorised generally to represent and to act for and bind the Tenant;
3. That I am a director/member/partner/sole proprietor of the Tenant;
4. That the information in this agreement is true, correct and up to date;
5. That if, after the termination of this Storage Lease Agreement, the Tenant fails to pay any outstanding amounts then owed to Help You Store and remove the contents from the unit, it shall be irrebuttably deemed that the contents have been abandoned by the Tenant, and in the case where the Tenant is not the owner thereof, by the owner thereof, and that Help You Store may dispose of the contents as provided for in Clause 13b above.

Signed at \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
(signed for and on behalf of The Tenant)

\_\_\_\_\_  
(full name and surname)

Signed at \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
(signed for and on behalf of Help You Store)

\_\_\_\_\_  
(full name and surname)

Rental (Month) R \_\_\_\_\_

Pro rata (period) R \_\_\_\_\_ (pro rata from \_\_\_\_\_ to \_\_\_\_\_)

Total R \_\_\_\_\_