# LEASE AGREEMENT 2026

## 1. PARTIES

1.1 The Lessor is:

| | |
|---|---|
| NAME: | Gerco Trust |
| REGR NUMBER: | IT 3509/98 |
| REPRESENTED BY: | Gerrit Hendrik Odendaal ID 570630 5010 081 |
| CONTACT NUMBER: | 0828713628 |

1.2 The Lessee / Surety / Tenant (person responsible for the account) is:

| | |
|---|---|
| SURNAME: | |
| FIRST NAMES: | |
| ID. NUMBER:* | |
| TEL NO (W): | |
| TEL NO (H): | |
| CELL: | |
| EMPLOYER: | |
| OCCUPATION: | |
| HOME ADDRESS (obliged field) | |
| | |
| E-MAIL ADDRESS: | |
| RELATIONSHIP TO OCCUPANT: | |

1.3 The Occupant: (If not the Lessee)

| | |
|---|---|
| SURNAME: | |
| FIRST NAMES: | |
| PREFERRED NAME: | |
| ID. NUMBER:* | |
| TEL NO (H): | |
| CELL: | |
| E-MAIL ADDRESS: | |
| FIELD of STUDY / OCCUPATION: | |
| INSTITUTION / FIRM: | |
| STUDENT NO / EMPLOYMENT NO:: | |
| YEAR OF STUDY (2026) 1st/2nd etc | |

Initialize Lessor ___GHO_____ , Lessee _____, Occupant _____

**** Copy of ID's required of both Lessee and Occupant***

1.4 In Case of Emergency:

| | |
|---|---|
| NAME & SURNAME: | |
| TEL NO (W): | |
| TEL NO (H): | |
| CELL: | |
| ALTERNATIVE CELL: | |
| EMPLOYER: | |
| OCCUPATION: | |
| HOME ADDRESS: | |
| | |
| E-MAIL ADDRESS: | |
| RELATIONSHIP TO OCCUPANT: | |

## 1. LEASED PREMISES

2.1 Details of the contracted accommodation in Tshwane are as follows:

| | |
|---|---|
| ROOM NUMBER: | 02 |
| STREET ADDRESS: | 275 Farrel Street, Brooklyn |

2.2 The room is leased by the lessee for the sole use and enjoyment of the occupant, but use and enjoyment of all other areas of the property is shared between all the occupants.

## 2. COSTS, METHOD OF PAYMENT, ADDITIONAL COSTS AND DURATION

The annual contract price for the above room is payable free of any deduction or set-off with the following payment detail:

| PAYMENT OPTIONS | COST PER PERIOD | DEPOSIT AMOUNT | please sign choice |
|---|---|---|---|
| Contract fee annual (Par 3.9) | R1,100 pa | | sign |
| Monthly payments to December with 2 months rent as deposit | R 5,700pm | R11,400 | sign |

3.2 **Account details** - in advance on or before the **3rd** day of each month into:

| | | |
|---|---|---|
| Account Name: | Gerco Trust | |
| Bank / Account number | ABSA | 9238299139 |
| Branch Code: | 632005 | |
| Reference: | Name and Surname of Occupant | |

Rent is due in advance and must reflect as clear funds in the nominated Lessor's account by no later than **the third day** of each month, free of deduction or set-off. **Name and surname of the Occupant to be used as reference at all times.**
Late payments shall be subject to a surcharge of R250 (Two hundred and fifty Rand) to cover collection fees and/or additional administration costs.
The Lessor reserves the right to recover this surcharge from the Lessee by means of charging it to the monthly account or as a deduction from the Lessee's deposit.

The date on which this agreement comes into effect is 1 _____2026 and ends 31 December 2026. New tenants will receive all keys and remotes on the day of moving in. All keys and remotes (if applicable) must be handed back to the Lessor/ Lessor's agent by no later than 12h00 midday of the last day of this lease Agreement.

3.3 The Tenant acknowledges this lease period and takes full responsibility for the **full** period. Due to the market of the accommodation, it is NOT a monthly contract but a period contract - termination of the contract in the last quarter (September to December) is not allowed. Should the Occupant wish to evacuate earlier than the end of the contract term, a full calendar month's notice must be given and will be start at the first of the month after which the notification was sent. An early termination penalty will be charged at the discretion of the Lessee within the legal framework.

Signature Lessee: _____

3.4 Not applicable

3.5 The monthly rental is subject to an annual compound increase of at least the CPI per annum on the 1st of January to the discretion of the Landlord. The first increase to occur 1st of January 2027.

3.6 The contract may be renewed for the period 1st January to 31st December for the following year (2027), if both parties are in agreement. Notice must be given before the **30th of August** of the year in question (2026).

3.7 Any cash deposit fees as levied by the relevant financial institution will be for the account of the Lessee. Cash can be paid in at the office or can be collected from the tenant.

3.8 Any charges, interest or handling fees due and payable in terms of the above will be set out in the Tenant's monthly statement and must be settled together with the following month's payment.

3.9 The administration, placement and contract cost is R1100 and due upfront.

**3.10 Payments will be noted from the bank statements – proof of payment per mail or sms is NOT necessary or appreciated. Please refrain from sending.**

Signature Lessee: _____

## 3. WATER, ELECTRICITY & GAS

4.1 Electricity is included in the rent.

4.2 During the holiday / away periods the electricity payments must also be done – geysers, empty fridges and other appliances should be switched off to save electricity.

4.3 Gas is excluded from the rent and is for the account of the occupants equally divided.

Gas bottles can be replaced with the spare bottle when needed and a new spare MUST be ordered to be delivered from any supplier. At the end of the year, gas bottles will be refilled and charged to the Lessees equally divided.

4.4 Water is included in the rent. Should the water consumption be more than R220 per person on the yard, the excess will be investigated and if due to misconduct of the inhabitants, it will charged. Water wastage should be limited and problems reported timeously.

4.5 Any amounts over and above will be reconciled and communicated. Surplus will be released with the deposit at contract's end, shortages will be due on receipt of reconciliation.

## 4. RENT DEPOSIT

5.1 For new Lessees, a deposit as per par 3.1 is required. The deposit is due with acceptance of the contract. Of this amount, R1,000 is seen as a cleaning deposit.

Interest is credited to the account at the end of each rental year for tenants continuing with their lease.

This deposit and applicable interest at current savings rate shall be refunded to the Lessee within 7 days after the conclusion of the agreement subject to PAR 3, 4, 5, 9 and 11 of this document. **The deposit may not be used by the Lessee as payment for any installment of the contract fee**.

Signature Lessee: _____

5.2 For Lessee's continuing with a previous contract, the deposit amount must be amended as per par 5.1. Interest will be calculated as from the payment date of the contract fee.

5.3 Payment of the deposit and/or rent will be considered as acceptance of the stipulations of the contract.

5.4 Upon termination of this contract, the Lessor shall have the right to withhold so much of the deposit as is necessary to effect cleaning, repairs, reasonable maintenance, or as compensation for damage to the property. Any outstanding charges in respect of rent, electricity, water and other services will also be deducted before payment of the remainder of the deposit is made to the Lessee.

5.5 The Tenant shall not under any circumstances be entitled to withhold payment of rent or any portion of the rent for the final month and to set off such payment against any deposit which the Tenant may have paid in terms of this Lease Agreement.

5.6 If the Lessee terminates this agreement before the contractual termination date as specified in PAR 3.2 above, his/her deposit will be used to advertise for new tenants and to make good any other losses which the Lessor might suffer e.g. the administrative cost of securing a new tenant, cleaning and possible loss in revenue. Any remaining balance of the deposit will be refunded to the Lessee

Signature Lessee: _____

## 6. DEPOSIT FOR KEYS AND GATE REMOTE

6.1 No additional deposit for the keys and gate remote is charged at the handover of the keys.

6.2 In case the keys or remote are lost or stolen during the year, the tenant will be responsible for replacing it. The Tenant will also be liable for the cost of the replacement of locks where applicable.

6.3 The full set of keys MUST be handed to the representative of the Lessor at their office WITH THE COLORED AND MARKED key tag, else the replacement cost of any missing/broken keys will be charged to the account of the Lessee as well as the cost and administrative cost to place the key and replace the tag.

## 7. OCCUPATION OF PREMISES

7.1 No sub-leasing of the premises by the Lessee is permitted.

7.2 The premises are occupied by the nominated Occupant only. Should any guest wish to spend a night at the premises, this may only be done upon approval being given by the lessor. Such approval will only be granted if a copy of such guests' ID document is sent electronically to the lessor as a security measure **for the safety of all the Occupants.** No sleeping on couches in communal areas is allowed.

Signature Lessee: _____

7.3 The communal areas are for the enjoyment of the Occupants. No one Occupant may encroach on the right of the other occupants by entertaining or inviting groups e.g. study groups or an unacceptable number of guests without prior consent of house mates.

7.4 New occupants may only occupy the premise once the first month's rent and the deposit as agreed are fully paid up.

## 8. RESPONSIBILITIES AND ACCOUNTS

| | Responsibilities | Lessor | Lessee/Occupant |
|---|---|---|---|
| 8.1 | Payment of bonds,rates and taxes | x | |
| 8.2 | Insurance of the property | x | |
| 8.3 | Insurance of personal belongings | | x |
| 8.4 | Wifi account | x | |
| 8.5 | Wifi range extenders, boosters | | x |
| 8.6 | Water | 1st R220 pp incl in rent | Amount > R220 pp |
| 8.7 | Electricity / prepaid | | x |
| 8.8 | Gas | | x |
| 8.9 | Maintain pool & garden | x | |
| 8.10 | Keep the communal areas neat and tidy | | x |
| 8.11 | Cleaner wage * | x | |
| 8.12 | Buy soap, cleaning materials and globes | | x |
| 8.13 | Do dishes in the week (cleaner | x | |
| 8.14 | Do the dishes over weekends | | x |

*.Note:*

The Lessor employs a cleaner. In case of industrial action or absenteeism, the Lessor may not be able to supply this service, but will do the best possible should the circumstances arise. The cleaner is responsible for cleaning the communal areas and bathrooms. She may only do any personal tasks/washing once her job is done - this will be on a rotation roster. This does not absolve the Occupant of his or her responsibilities to maintain his or her room or any of the communal areas in a good condition as stipulated in this agreement.

## 10. PERSONAL PROPERTY

10.1 The Occupant occupies the premises at own risk. 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. 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 the result of any act or omission on the part of the Lessor or as a result of any defect in the premises of whatever nature due from occupants/friends/family or any other persons due to negligence or force majeure.

10.2 The Occupants are responsible for ensuring that the entrance gates to the premises, the safety gates and/or doors are locked for their own safety and protection of personal and communal belongings. Where applicable, the Occupants are also responsible for the arming of security systems. **The Occupants must inform the Lessor if one or no Occupants will be on the premises for a period.**

## 11. DEFECTS, MAINTENANCE AND IMPROVEMENTS

11.1 The Lessee/Occupants specifically undertakes to:

11.1.1 Keep the sewerage pipes and drains on the premises free from obstruction and/or blockage. The Lessee is liable for the cost of obstructed drains if they are responsible for the cause of the obstruction. Take care to keep loose hair and foreign objects out of the toilet and showers.

11.1.2 Keep the grounds of the premises in a clean and tidy condition, free from all litter and rubbish;

11.1.3 Fair wear and tear of appliances such as the electrical geyser, oven or stove plates will be the responsibility of the Lessor;

11.1.4 Clean the carpets and other floor coverings and tiles regularly, it being understood that these shall be replaced completely at the expense of the Lessee should they be damaged beyond reasonable wear and tear;

11.1.5 Prevent pets (where applicable) and other animals from damaging the premises;

11.1.6 Prevent the defacing, marking, painting and driving of nails, hooks and screws into the walls, doors, ceilings and floors of the property; if you want to adhere something to the walls, discuss this with the Lessor and ask for assistance;

11.1.7 Prevent damage to the premises during moving of furniture or other objects into or out of the premises;

11.1.8 Refrain from repairing or reconditioning motor cars on the premises. Private projects must not interfere with the enjoyment of the communal areas of the other inhabitants.

11.1.9, Inform the Lessor in writing / WhatsApp on 0828713628 of any defects or inventory discrepancies within 5 days of occupation.

Should the Lessee fail to maintain the premises in the manner specified in this agreement, 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.

11.2 On termination of the lease, the Lessee shall restore the premises to the Lessor in the same condition as it is at present, fair wear and tear excluded. The Lessor shall within 14 days after restoration of the premises notify the Lessee in writing of all damage to the property for which the Lessee is liable in terms of this agreement. The Lessor shall then have all identified damage repaired. Failure on the part of the Lessor to give such notice shall be deemed to be an acknowledgement on his part that the premises are in a good and proper state of repair and condition or can be covered by the R1000 cleaning/maintenance deposit.

11.3 The Lessor reserves the right to carry out improvements and enhancements to the property and undertakes to do this with the least disturbance to the Lessee and with prior notice.

11.4 The Tenant will be liable for any damage to the property caused by himself/herself/the Occupant or their guests or pets, whether by chance or on purpose.

11.5 Appliances and lights must please be switched off before leaving the rooms and premises.

11.6 Should the Occupant wish to acquire a heater during the winter period, only gas heaters are allowed. Occupants using electric blankets or heaters will be liable for an additional minimum payment of R150pm prepaid tokens/cost for electricity usage.

11.7 The Occupant must inform the Lessor immediately of any defect so as to minimise damage.

11.8 The Lessor shall under no circumstances be liable to the Lessee for any fixed improvements that the Lessee may effect to the premises and all such additions made thereto shall belong to the Lessor upon expiry or termination of this agreement;

11.9 No structural alterations shall be permitted to the leased premises without the Lessor's prior consent and approval in writing and the Lessee shall not withhold payment for any money spent by him unless such spending is agreed in writing.

## 12. BREACH OF CONTRACT

12.1 The Occupants shall also at all times comply with the "House rules" governing the conduct of tenants/Occupants within the house within which the premises falls (such rules are included as "**Annexure A**" of this agreement.)

12.2 The Occupants will notify the Lessor if any matter is encroaching on her/his enjoyment of the accommodation timeously.

12.3 The party who breaches a term of this agreement (the party in mora) shall be given 7 days written notice per WhatsApp, email or letter to rectify such breach.

12.4 If the party in mora fails to rectify the said breach (despite such notice) within a period of 7 days of receiving the notice, then the notifying party shall have the right to claim specific performance or to cancel this agreement without further notice and in the event to claim damages and all legal costs of the party in mora.

12.5 If the Lessee breaches the terms of this agreement three times in the period of one year, then the Lessor shall have the right to implement any of the above remedies without notice.

12.6 Should this agreement be cancelled by the Lessor for any of the above reasons, the Lessee shall forfeit his deposit in favour of the Lessor and the Lessee shall immediately vacate the premises and allow the Lessor to take occupation thereof. Due to the market of the annual contract, the Lessee shall be liable for the rent until a suitable substitute Lessee has been contracted or the end of contractual term, whichever comes first.

12.7 The Lessee shall pay to the Lessor all legal costs incurred by him in respect of any legal steps taken against the Lessee to enforce any of the Lessee's obligations in terms of this agreement.

12.8 Should conduct of a violent or criminal nature take place against any of the co-occupants of the house or the Lessor suspects on reasonable grounds that such conduct is taking place, then the Lessor may terminate the agreement by giving the Lessee 24 hours written notice per WhatsApp, email or letter. The Lessee shall be liable for the rent until a suitable

substitute Lessee has been found or the end of contractual term, whichever comes first.

## 13. INSPECTION OF PROPERTY.

### 13.1 Incoming Inspection

13.1.1 The Lessor and Lessee/Occupant will carry out a joint inspection of the Property before occupation of the Premises to ascertain and record any damage.

13.1.2 The Tenant/Occupant will within 7 (seven) days after having taken occupation of the Premises, furnish the Lessor in writing with a list of all defects to or in the Premises or any of the Landlord's equipment or of the fact that any part of the Premises or the buildings, including any locks, keys, door or windows, the swimming pool, or any other improvement on or to the Property is damaged, missing, or out of order

13.1.3 If or in so far as the Tenant does not give such notice, the Tenant shall be deemed to have acknowledged that the Property, the buildings, all parts thereof, the Landlord's equipment, and all items thereof, were intact, in place, and in good order, condition and repair when the Occupant took occupation of the Property under this Agreement.

### 13.2 Inspection during Lease Agreement

13.2.1 The Lessor can from time to time as is deemed necessary inspect the interior and exterior of the Premises. Such inspection shall take place at a reasonable pre-scheduled time.

13.2.2 If any defects or contravention of the terms of this agreement is found, the Lessor has the right to have such defects and contravention repaired and the cost thereof will be for the account of the Lessee.

### 13.3 Outgoing Inspection

13.3.1 At the expiration of the lease or at evacuation, the Lessor and Tenant/Occupant must arrange a joint inspection of the dwelling at a mutually convenient time within a period of three (3) days thereafter and before a new occupant takes occupation. The inspection serves to ascertain if there was any damage caused to the premise during the Occupant's contract period. The Occupant must set up the appointment; should the Occupant be in neglect to do so the decisions and derivations of the Lessor or his inspector will be accepted as the correct and final decision.

13.3.2 If the Occupant vacates the premises before the termination date this inspection must be done within 3 (three) business days after the Lessor becomes aware of the fact that the premises were vacated.

13.3.3 If the Tenant/Occupant does not attend the inspection, the Lessor or his Inspector must proceed to do the outgoing inspection alone.

13.3.4 A defect list must be compiled by the Lessor / Inspector to determine whether repairs are to be done to the Premises.

13.3.5 The Tenant will be liable for all damages to the premises not contained in the initial defects list of the Property outside of normal wear and tear.

13.3.6 The Lessor can deduct the reasonable cost for any repairs from the deposit(s) and if the deposit(s) do not satisfy the claim for damages, claim the balance from the Lessee.

13.3.7 If the Lessor does not compile this outgoing inspection within 7 (seven) days after receipt of keys, it will be deemed to be an acknowledgement by the Lessor that the dwelling is in good and proper state of repair, and the Lessor will have no further claim against the Lessee.

## 14. VIEWING OF PROPERTY

The Lessor shall have the right to introduce prospective Tenants/Buyers to the property and to let them view the property on reasonable notice, per WhatsApp or otherwise to the Occupants. For Occupants not continuing with their lease the following year, the notice during September to December can be very short.

## 15. ACKNOWLEDGEMENTS BY THE LESSEE

15.1 The Lessee acknowledges that:

15.1.1 he/she has inspected the premises and that they are suitable for the purpose for which they are let;

15.1.2 he/she will have no claim for damages whatsoever against the Lessor if for any reason, the premises do not become suitable for the purpose for which they are let;

## 16. DOMICILLIUM

For the purpose of notices to be given or any litigation flowing from this agreement, the parties choose as only domicillium the address below. **Please do not give email addresses or the property address.**

LESSOR: 31B College Ave, Baileys Muckleneuk

LESSEE: ……

……

## 17. GENERAL

This agreement supersedes and replaces any previous agreements pertained to the leased premises and constitutes the sole and entire agreement between the parties and no warranties, representations, guarantees or other terms and conditions not contained herein shall be of any force or effect.
No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each party

Signature Lessee: _____

If any one or more provisions of "The Agreement" shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not be in any way affected or impaired.

## 18. LESSORS HYPOTHEC

While this Agreement is in force all furniture, fittings and fixtures, equipment, stock and the like brought on to the property and owned by the Lessee, shall be subject to the Lessor's hypothec and shall serve as partial or for security for proper compliance by the Lessee of all its obligations in terms of this Agreement.

**19. <u>NEW LESSEES: Reference of previous Lease (if applicable):</u>**

COMPANY: .....

CONTACT PERSON: .....

EMAIL: ..... CELL: .....

<u>SIGNATURES</u>

**<u>LESSEE:</u>**

Signed at ..... on this ..... day of ..... 2026

Lessee: .....Witness: .....

(person responsible for payment of rent)

**<u>OCCUPANT:</u>**

Signed at ..... on this ..... day of ..... 2026

Occupant:.....Witness:.....

**<u>LESSOR:</u>**

Signed at ..... on this ..... day of ..... 2026

Lessor: ..... Witness: .....

**New Lessees please supply:**

Copy of ID of Lessee and Occupant

Photo of Occupant (electronically per WhatsApp or email)

Email this contract to GercoTrust@gmail.com for vetting

***I hereby agree to the LESSOR doing a credit check on both potential Occupant and Lessee.***

Signature Lessee: _____

Initialize Lessor ___GHO_____ , Lessee _____, Occupant _____

ANNEXURE A

## HOUSE RULES

The following is a list of house rules which are intended to simply and sufficiently set out the rules which govern conduct within the confines of the property on which a portion is rented from the Lessor. Such rules form part of the lease agreement between yourselves and the Lessor, and breach of any of these rules will constitute breach of contract. These rules are in addition to and not a substitute for any obligations in terms of the lease agreement.

1. Excessive use of liquor, any use of drugs and indecent behavior (bad language, intimidation, violence, and disturbance) are not allowed, also not on the communal WhatsApp group.
2. Any criminal activity e.g. sabotaging, damage, theft etc. are not allowed. Lessor may give the Occupant 24 hour notice
3. The use of radios, TV's and other musical instruments are allowed, but may not be a disturbance to other residents or neighbours. Use earphones when necessary. No noise may disturb the neighbours or co-Occupants.
4. Activities shall be held in such a manner as not to disturb the neighbors. No parties allowed at the premise. Parties must be held at appropriate party venues and NOT at the house. Should it be necessary for the Lessor to visit the premise due to complaints of the neighbors' and the complaint seems to be substantiated, the call out will carry a cost of R350.
5. No smoking inside enclosed areas, including but not limited to buildings and covered patios. Close doors and windows if smoking is done outside. Use the containers provided for cigarette stubs. Do not litter.
5. The premises may not be used for any commercial activity, but are for residential use only.
6. Holes in the wall must be filled when evacuating at the cost of the tenant and marks on the walls must be repainted. This will be handled under the cleaning deposit where possible. The use of Prestik is not advisable – it takes chunks out of the plaster.
7. The Occupant may not be in possession of a firearm nor store a firearm on the property unless provision is made for a safe which corresponds with legal requirements by the tenant/occupant, and written permission is obtained from the Lessor and a copy of the weapon license must be given to the Lessor prior.
8. Please note that the house recycles (paper, glass, plastic, tin, polystyrene etc). It eases the load when municipal strikes are active. Should the house not adhere to this, the cost of recycling will be invoiced to the Occupants equally.
9. The communal areas must be kept clean and tidy. **No storing of private property in communal areas.**
10. No stacking of dirty dishes allowed – it's unhygienic. On weekends there is no cleaner, so if you have used it, wash it directly after. Pots must also be washed after use in the week after the cleaner has left so as to enable other Occupants the enjoyment of right to use.
11. Pets are only allowed in selective circumstances with <u>prior written consent</u>. The pet owner will be responsible for the pet and any damages it might incur.
12. Sleepover guests are allowed only after prior approval has been obtained from Management. An ID of the sleepover guest must be sent electronically prior for security reasons as well as a contact number.
13. Please note that no encroaching of the right of the occupants to enjoy the communal areas unencumbered will be entertained by e.g study groups or an unacceptable number of guests by any one Occupant.
14. Due to safety concerns the gate may be locked between 10pm and 5am by Occupants or Lessor.

Initialize Lessor ___GHO_____ , Lessee _____, Occupant _____