

STORAGE RENTAL AGREEMENT (LEASE)

Tax Invoice (4730227651)

Between: **Key Moves CC** (further herein referred to as "Key Moves")
CK 2004/097162/23

AND

Name _____ (further herein referred to as "Tenant")

ID Number _____

Company (if applicable) _____ VAT Reg Number _____

Co Registration Number _____

Postal Address _____ Physical Address _____

Postal Code _____ Area Code _____

Tel Home (_____) _____

Tel Work (_____) _____

Tel Cell (_____) _____

Fax (_____) _____

Email Address _____

Unit(s) Rented/Leased

Unit Number	Date of Occupation	Pro Rata Rate	Monthly Rate	Notes

Total Due: (on signing the Lease) R _____ -

Monthly Total Due: R _____ -

Bank _____ Branch _____

Account Name _____ Branch Code _____

Account Number _____ Account Type _____

I authorise Key Moves to deduct the monthly rental from this bank account for the period of the lease.

This lease will be for an indefinite period, commencing on the date of occupation and terminating after one calendar month's written notice by the Tenant, or Key Moves

 Signature of duly authorised representative

_____ Name _____ Date _____

I, by my signature hereto, do warrant that:
 All the information in this contract is true, correct and up to date.
 I am duly authorised to represent and to act for and bind the Tenant.
 I have read and understand the conditions of the contract.

TERMS AND CONDITIONS

1. Payments

1.1. All amounts payable to Key Moves shall be made without deduction or set off for any reason whatsoever.

1.2. All rentals are payable monthly in advance on or before the first day of each month.

1.3. VAT Invoice: 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 VAT invoice and Key Moves will be under no obligation to issue any further VAT invoices.

1.4. When rentals are deposited or transferred into Key Moves' bank account, the Tenant account number must be stated for reference purposes. If this account number is not stated by the Tenant it will be taken that the rental has not been paid.

Account Name: Key Moves

Bank and Branch: Nedbank Midrand

Branch Code: 168642

Account Number: 1686170327

Account Type: Current (Cheque)

• Tenant must fax or email proof of payment to 086 688 4242 or info@keymoves.co.za

• The tenant shall pay a R85.00 fee for each overdue payment due in terms of this lease as contribution towards administration costs incurred in recovering such overdue payments.

• The rental payable in terms of this agreement will escalate at 10% per annum.

• The first months rental shall be payable by the Tenant upon signature of this agreement.

2. The storage unit shall be used for the sole purpose of storage and for no other purpose whatsoever.

3. The Tenant undertakes not to store, without the prior written approval of Key Moves, any goods likely to cause damage, including, but not limited to, any dangerous, noxious, corrosive, flammable or explosive article or substance, or any article or substance likely to cause injury, damage or infection or to encourage vermin, or which will result in Key Moves' insurance policies being increased.

4. The Tenant undertakes not to store any goods not lawfully under its control or goods that are illegal. The Tenant indemnifies and holds Key Moves harmless from any criminal/civil or other proceedings that may ensue as a result of Key Moves having such illegal goods and/or unlawfully held goods on the premises.

5. If the Tenant –

5.1. fails to pay any rental due by it on due date; or,

5.2. commits a breach of any of the other terms of this Lease and fails to remedy the breach within 7 (seven) days after written notice requiring that it be remedied; or

5.3. consistently breaches the terms of this Lease so as to justify Key Moves in holding that the tenants conduct is inconsistent with an intention to carry out the terms of the agreement; or

5.4. fails to collect its goods after the expiry of the term of hire; then and in that event, Key Moves shall be entitled to cancel the Lease and to resume occupation of the premises without prejudice to its rights to claim arrear rental and/or damages. It is a specific term of this agreement that Key Moves shall be entitled to sell the tenant/s goods in lieu of outstanding rentals and/or damages. The cost of the sale or disposal will be charged to you. The net proceeds will be credited to the Tenants account and any eventual surplus will be paid to you without interest.

6. The Tenant shall provide his own padlock to his leased unit.

7.

7.1. Key Moves shall not be liable for any claim of whatsoever nature (whether in contract or in delict) and whether for damages or otherwise, howsoever arising, including but without limiting the generality of the aforesaid:-

7.1.1. any act or omission of the Tenant or agent of the Tenant; and/or

7.1.2. any loss, damage or expense arising from or in any way connected with any circumstance, cause or event beyond the reasonable control of Key Moves including but without limiting the generality of the aforesaid, strike, lock-out, stoppage or restraint of labour; and/or

7.1.3. damage or injury suffered by the Tenant or any person whatsoever arising out of any cause whatsoever as a result of Key Moves' execution or attempted execution of its obligations to the Tenant and/or the Tenant's requirements or mandate;

7.2. Notwithstanding anything to the contrary contained herein, Key Moves shall not be liable for any act perpetrated by Key Moves, its agents, servants, nominees, whether negligent or otherwise.

8. The Tenant undertakes to ensure that the goods are properly and comprehensively insured at all times against any loss of whatsoever nature, including but not limited to damage or loss from burglary, theft, robbery, breakage, fire, storm, flood, earthquake, tempest, riots, labour strikes, civil commotion and to cover public liability of any kind, by an insurance company of proper repute.

9. The Tenant undertakes that it shall at all times adhere to the rules laid down by Key Moves pertaining to the use of the premises, security and access to the premises.

Access to the premises shall be during the following hours:

Monday to Sunday, including public, holidays 06h00 - 18h00.

10. The signatory by his/her signature, agree to bind himself/herself as surety for and co-principal debtor in solidum together with the Tenant for all amounts that may be due or may become due, owing and payable by the Tenant to Key Moves from time to time and during the duration of this Contract. I furthermore waive the benefits of excussion.

11. Advices, recommendations, or opinions by representatives of Key Moves are given and expressed in good faith and shall not constitute representations of any description, and shall not give rise to any claim against Key Moves or such representatives.

12. The Tenant shall not be entitled to sublet the storage unit to any other person without the prior written consent of Key Moves, which consent shall not be unreasonably withheld.

13. The Tenant shall maintain each storage unit hired in the same good order and condition, fair wear and tear excepted