

## STORAGE RENTAL AGREEMENT (LEASE)

This lease is a CALENDAR MONTH TO CALENDAR MONTH contract, for an indefinite period, commencing on the date below, terminating after one calendar month's written notice and one month rent deposit payable.

Between Leopard Movers (Pty) Ltd (2014/133746/07) further herein referred to as Leopard Movers'

And \_\_\_\_\_ (further herein referred to as "Tenant")

First Name and Surname OR Company Name

### TENANT DETAILS

*Invoices are emailed, so please ensure your email address is correct*

If Tenant is an INDIVIDUAL	OR	If Tenant is a COMPANY
ID Number* _____		Registration Number* _____
Contact Number* _____		Authorised Person* _____
Email Address* _____		Contact Number* _____
Fax Number _____		Email Address* _____
		Fax Number _____
<b>Alternative Contact Person*</b>		<b>Alternative Contact Person*</b>
Name* _____		Name* _____
Contact Number* _____		Contact Number* _____
Email Address* _____		Email Address* _____

### PAYMENT INSTRUCTIONS

Monthly EFT:  Payment is due on or before the 1<sup>st</sup> of each month

Monthly Debit Order:  Please complete the Debit Order Authorisation below

#### Debit Order Authorisation

Bank _____	Account Number _____
Branch _____	Branch Code _____
Name of Account Holder _____	Account Type _____

### STORAGE DETAILS

Storage Start Date \_\_\_\_\_ You will be invoiced from this 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 T&C's, specifically point 3 BREACH and its consequences

Date

Name

Signature

### NOTES

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**TERMS AND CONDITIONS T&C's (Warehouse Storage)**

**1. Payments**

- 1.1. All amounts payable to Leopard Movers 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 1<sup>st</sup> (first) day of each month.
- 1.3. The tenant shall pay a R200.00 (Two Hundred Rand) fee for each overdue invoice as a contribution towards administration costs incurred in recovering such overdue payments.
- 1.4. An interest rate of 15% will be charged to all overdue accounts.
- 1.5. The rental payable in terms of this agreement will escalate at 10% per annum.
- 1.6. The first months rental shall be payable by the Tenant upon signature of this agreement.
- 1.7. Banking Details: Account Name: Leopard Movers, Bank: Nedbank, Branch: Parow, Branch Code: 102510, Account Number:1077847742, Account Type: Current (Cheque).

**2. Regulations**

- 2.1. The storage unit shall be used for the sole purpose of storage and for no other purpose whatsoever.
- 2.2. The Tenant undertakes not to store, without the prior written approval of Leopard Movers, 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 Leopard Movers' insurance policies being increased.
- 2.3. The Tenant undertakes not to store any goods not lawfully under its control or goods that are illegal. The Tenant indemnifies and holds Leopard Movers harmless from any criminal/civil or other proceedings that may ensue as a result of Leopard Movers having such illegal goods and/or unlawfully held goods on the premises.
- 2.4. The Tenant shall not be entitled to sublet the storage unit to any other person without the prior written consent of Leopard Movers, which consent shall not be unreasonably withheld
- 2.5. Leopard Movers will not take any responsibility for any loss or damage whilst in storage. 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.
- 2.6. The Tenant undertakes that it shall at all times adhere to the rules laid down by Leopard Movers pertaining to the use of the premises, security and access to the premises.

**3. Breach.** If the Tenant:

- 3.1. fails to pay any rental due by it on due date; or,
- 3.2. 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
- 3.3. consistently breaches the terms of this Lease so as to justify Leopard Movers in holding that the tenants conduct is inconsistent with an intention to carry out the terms of the agreement; or
- 3.4. fails to collect its goods after the expiry of the term of hire; then and in that event, Leopard Movers 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 Leopard Movers shall be entitled to sell the tenant/s goods in lieu of outstanding rentals. The cost of the sale or disposal will be charged to you. The net proceeds will be credited, without interest, to the Tenants account, and any eventual surplus will be held until receipt of your banking details.**

**4. Liability**

- 4.1. Leopard Movers 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:-
  - 4.1.1. any act or omission of the Tenant or agent of the Tenant; and/or
  - 4.1.2. any loss, damage or expense arising from or in any way connected with any circumstance, cause or event beyond the reasonable control of Leopard Movers including but without limiting the generality of the aforesaid, strike, lock-out, stoppage or restraint of labour; and/or
  - 4.1.3. damage or injury suffered by the Tenant or any person whatsoever arising out of any cause whatsoever as a result of Leopard Movers execution or attempted execution of its obligations to the Tenant and/or the Tenant's requirements or mandate;
  - 4.1.4. Notwithstanding anything to the contrary contained herein, Leopard Movers shall not be liable for any act perpetrated by Leopard Movers, its agents, servants, nominees, whether negligent or otherwise.
  - 4.1.5. Advices, recommendations, or opinions by representatives of Leopard Movers are given and expressed in good faith and shall not constitute representations of any description, and shall not give rise to any claim against Leopard Movers or such representatives.

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 Leopard Movers from time to time and during the duration of this Contract. I furthermore waive the benefits of excussion.

- 5. The Tenant chooses the undermentioned physical address as its *domicilium citandi et executandi*:

Complex Number and Name \_\_\_\_\_  
Street Number and Name \_\_\_\_\_  
Suburb \_\_\_\_\_  
City \_\_\_\_\_ Postal Code \_\_\_\_\_

INITIAL