

LEASE AGREEMENT

Made and entered into between

**CHRISTIAN RESIDENCES FOR YOUNG WOMEN
CAPE TOWN LOCAL ASSOCIATION (The YW)**

(Herein referred to as "The LESSOR")

and

*Lessee's Full Name (Parent or Legal Guardian)
(Herein referred to as "THE LESSEE")*

ID number or passport number of above person

for

Resident's Full Name

1. Letting and Hiring:

The LESSOR agrees to let and the LESSEE agrees to hire Room No. situated at THE YW Cape Town, 20 Bellevue Street, Cape Town, 8001 ("the premises") on the terms and conditions contained herein.

2. Duration:

This Lease Agreement shall come into operation on the day of 2023 and shall continue in operation for a period of 10 months. Annual renewal is required.

3. Rent:

- 3.1 The LESSEE shall pay an amount of R per month, inclusive of a monthly R100 for one compulsory wifi voucher;
- 3.2 The LESSEE shall pay a DEPOSIT equivalent to a one month's amount which must be paid prior to occupation. The first month's rental payment is payable in advance. This deposit *may* be reimbursed, at the discretion of the LESSOR, upon the LESSEE vacating the room should it be left in good order.
- 3.3 The rental payable by the LESSEE may escalate during the year subject to cost escalations beyond our control, but you will be advised in writing with a calendar month's notice thereof;
- 3.4 The LESSEE must pay the aforesaid rental monthly and in advance, not later than the 1st of every month;
- 3.5 International LESSEE's shall pay the rental for the entire lease period in advance, prior to taking occupation.
- 3.6 The LESSEE shall pay these amounts without deduction or set off, directly into the LESSOR's bank account;
- 3.7 The LESSOR's banking details are: **Nedbank; Branch No. 101009; Account Name: The YW Cape Town; (Cheque) Account Number: 1048063933 using the Lessor's name as a reference.**

4. Non-Waiver by Lessor:

No relaxation or indulgence with the LESSOR shown to the LESSEE shall in any way prejudice its rights hereunder and, in particular, no acceptance by the LESSOR of rental after due date shall be construed as a waiver by it of its rights to receive subsequent rentals promptly on the due date.

5. Deposit:

- 5.1 Upon signature of this Lease Agreement or prior to occupation, whichever is earlier, the LESSEE shall pay the LESSOR an amount of R100 by way of Administration Fee and one month's rental deposit and against any damages which the LESSOR may sustain in respect of the Room or premises for whatsoever reason, whether theft or otherwise, during the LESSEE's occupation of the Room and/or premises;
- 5.2 The LESSOR has the right to utilize and set off against the deposit held, any amounts actually incurred for repairs or damages to the Room. In the event that these costs exceed the deposit held, such additional amount shall be payable by the LESSEE on demand;
- 5.3 The LESSEE may not apply or set off the deposit against any rental or arrear rental;
- 5.4 The LESSOR may apply the whole, or a part of the deposit, towards the payment of any arrear rental.

6. Insurance:

- 6.1 The LESSEE shall not keep or do in or about the Room or the premises, anything such as is liable to enhance any of the risks against which the premises are insured to the extent that the insurance of the premises is rendered void or voidable or the premiums of such insurance are or become liable to be increased;

7. Maintenance:

- 7.1 Throughout the period of this Lease Agreement the LESSEE shall, at its own cost, maintain in good order and condition the interior of the Room, including without limitation of the generality of this obligation, all windows, doors, accessories, fixtures and fittings contained in the room, any painting, repairs, and other replacements necessary for that purpose;
- 7.2 Within seven (7) days after the commencement of this Lease Agreement the LESSEE may notify the LESSOR in writing of any defects in the Room. Save in respect of defects indicated to the LESSOR in writing within this period, the Room will be deemed to have been in good order and condition at the commencement of this Lease Agreement;
- 7.3 The LESSOR or representative will be entitled at all reasonable times to enter upon and inspect the Room;

8. Cession, Sub-letting and Other Charges:

- 8.1 The LESSEE shall not, without prior written consent of the LESSOR:-
 - 8.1.1 Sub-let the Room or any part thereof;
 - 8.1.2 Allow any other party to occupy the Room or any part thereof on any condition or for any reason;
 - 8.1.3 Assign this Lease Agreement or cede its rights under this Lease Agreement.

9. Destruction or Damage:

- 9.1 If the premises are so damaged by fire, flood, riot, storm, or any other cause as to be wholly untenable, then this Lease Agreement will terminate, unless otherwise agreed between the parties;
- 9.2 The LESSEE shall not have any claim upon the LESSOR for damages in consequences of any such deprivation;

10. Exclusions of Liability:

- 10.1 The LESSOR will not be liable for any loss, damage or injury (direct or indirect) arising out of the LESSEE's use and/or occupation of the Room and/or the premises;

- 10.2 The LESSOR will not be liable for any loss, damage or injury caused to the LESSEE's invitees arising out of the use and/or occupation of the Room and/or premises;
- 10.3 The LESSEE will not be entitled to claim damages or a remission of rent, or non-payment of rent, by reason of:-
 - 10.3.1 The LESSOR's failure to carry out or complete repairs to the Room and/or premises;
 - 10.3.2 The LESSOR's failure, whether negligent or grossly negligent, for any interruption in the supply of water, electricity, heating, or any other service for any reason whatsoever.

11. Indemnity:

- 11.1 The LESSEE (and the LESSEE's guardian/parent) indemnifies the LESSOR against any claim of whatsoever nature that may be made against the LESSOR by the LESSEE or her invitees arising from the use and/or occupation of the Room or the premises;
- 11.2 The LESSOR will not attend to any parental duties or be responsible for the LESSEE's attention to her studies.

12. LESSOR's Responsibilities and Obligations:

- 12.1 The LESSOR shall keep all main walls and roof in order but will not be held responsible for damage, leakage or damage to the contents of the premises, whatever the cause;

13. LESSEE's Responsibilities and Obligations:

The LESSEE shall:-

- 13.1 Be accountable for the payment of rent at all times;
- 13.2 Keep the Room clean, tidy and habitable;
- 13.3 Not use the Room or allow it to be used, in whole or in part, for any other purpose other than that of a private dwelling;
- 13.4 Not contravene any of the conditions of title of the property or any of the laws, rules or regulations affecting the tenants or occupiers of the premises;
- 13.5 Not cause any nuisance;
- 13.6 Immediately read and become familiar with the CODE OF CONDUCT AND HOUSE RULES which rules are to be read as if specifically incorporated herein;
- 13.7 Abide by the CODE OF CONDUCT AND HOUSE RULES. Failure to abide by the CODE OF CONDUCT AND HOUSE RULES shall constitute a material breach of this Lease Agreement.
- 13.8 Agree to any photos taken of her, with her permission, in the course of YW activities may be used for advertising purposes by the LESSOR.
- 13.9 Agree to the use by the LESSOR of the LESSEE's cellphone number for YW communication purposes.

14. Return of the Premises

On termination of this Lease Agreement for whatever cause, the LESSEE shall immediately return the premises to the LESSOR in the same good order and condition as they were at the commencement date, fair wear and tear accepted.

15. LESSOR's Remedies for Breach:

- 15.1 The LESSOR will be entitled, at its option, and without prejudice to any other right of action or remedy available to it, cancel this Lease Agreement on seven (7) days written notice to the LESSEE if the:-
 - 15.1.1 LESSEE's conduct is considered unsuitable, wrongful, undesirable having regard to the objects, purposes and Christian principles of the Christian faith. The LESSEE agrees that this term is reasonable, just and necessary in order to maintain and ensure that the Christian principles are upheld and respected by all residents;

- 15.1.2 LESSEE fails to make any payment in terms of this Lease Agreement on due date and remain in default for seven (7) days after receiving written notice from the LESSOR to make the payment;
- 15.1.3 LESSEE commits any other material breach of this Lease Agreement and fails to remedy within seven (7) days after receiving written notice from the LESSOR to do so.
- 15.2 The LESSOR shall further be entitled to immediately take repossession of the premises and recover damages from the LESSEE for the default of breach and the cancellation of this Lease Agreement.
- 15.3 Should the LESSOR cancel this Lease Agreement and the LESSEE dispute the LESSOR's right to do so and remains in occupation of the Room then, pending the determination of the dispute:-
 - 15.3.1 The LESSEE shall continue to make all payments in terms of this Lease Agreement on their due date/s;
 - 15.3.2 The LESSOR's acceptance of those payments will not in any manner affect its rights to cancel this Lease Agreement or any other remedy it may have.
- 15.4 A statement issued by the LESSOR in respect of the indebtedness of the LESSEE shall be prima facie proof of the LESSEE's indebtedness to the LESSOR. The authority and validity of the signature need not be proved. The statement shall be valid as a liquid document for the purposes of obtaining judgement by default or otherwise.

16. No Variation/Termination Except in Writing:

No termination or variation of this Lease Agreement will be of any force and effect unless it is recorded in writing and signed by both parties. Notice of intention to terminate or renew this Lease Agreement must be submitted in writing one (1) month before the expiry of this Lease Agreement.

17. Domicilium(Physical addresses)

17.1 The LESSOR chooses *domicilium citandi et executandi* as set out for all purposes arising out of this Lease Agreement.

PHYSICAL ADDRESS: The YW, 20 Bellevue Street, Gardens, Cape Town, 8001

EMAIL: admin@theywct.co.za

17.2 The LESSEE chooses *domicilium citandi et executandi* as set out for all purposes arising out of this Lease Agreement.

PHYSICAL ADDRESS:

.....

..... Code:

POSTAL ADDRESS (if different to above):

.....

..... Code:

Email:

17.3 Any written notice sent:-

17.3.1 By registered post shall be deemed to have been received seven (7) days after date of posting of same;

17.3.2 By hand or email, shall be deemed to have been received on the same day;

17.3.3 Either party may change its domicilium address on seven (7) days notice to the other provided the address is a physical address.

18. Legal Costs/Consent to Jurisdiction:

- 18.1 In cases where the LESSOR instructs its attorneys to recover any amount due to it by the LESSEE, the LESSEE shall be liable for all legal costs incurred on the attorney’s own client scale, together with all reasonable tracing fees and collection charges.
- 18.2 In terms of Section 45 of the Magistrate’s Court Act 32 of 1944, the LESSEE consents to the jurisdiction of the Magistrate’s Court otherwise having jurisdiction in respect of any action to be instituted against the LESSEE by the LESSOR in terms hereof and it will be at the discretion of the LESSOR as to whether to proceed against the LESSEE in such Magistrate’s Court or any other court having competent jurisdiction.

19. LESSEE is a Minor:

- 19.1 Where the LESSEE is a minor female it is specifically recorded that the LESSOR will not stand in the position of *loco parentis* (i.e. the LESSOR does not assume the responsibilities of parent/guardian *in respect of* the minor);
- 19.2 The parent/guardian signing this Lease Agreement on behalf of the minor, or assisting the minor as the case may be, does so with the necessary consent and authority required by law;
- 19.3 The parent/guardian further undertakes to immediately inform the LESSOR should the parent/guardian’s status *in respect of* the LESSEE be altered in law;
- 19.4 The parent/guardian agrees to be liable with the LESSEE for all rental obligations herein.

20. Entire Agreement:

This constitutes the entire Lease Agreement, including the Addendum, between the parties and no other terms will be binding unless submitted in writing and signed by both parties.

LESSEE

Thus done and signed at on this day of 20.....

LESSEE signature:

As Witnesses:

1. Name: Signature:

2. Name: Signature:

LESSOR

Thus done and signed at on this day of 20.....

LESSOR signature:

As Witnesses:

1. Name: Signature:

2. Name: Signature: