

SELF STORAGE LEASE AGREEMENT

1. **DEFINITIONS:**

1.1	"STOR"	shall mean Stor-All (Holdings) (Pty) Ltd;
1.2	"CUSTOMER"	shall mean the party specified in the Reservation Instructions or any user of the unit;
1.3	"RENTAL"	shall mean the monthly charge levied for the hiring of a unit;
1.4	"PERIOD"	shall mean one calendar month;
1.5	"UNIT"	shall mean a storage unit with a designated number;

2. **RECORDAL**

Stor hereby lets to the Customer, who hereby hires, for the period, the unit/s specified in the Reservation Instructions, on the terms and conditions set out below.

3. **DURATION**

The lease shall be for the initial period and shall thereafter continue on a month-to-month basis until terminated by either of the parties as set out in paragraph 8 below.

4. **RENTAL PAYMENT PROVISIONS**

- 4.1 All rentals are payable monthly in advance in the manner prescribed by Stor from time to time;
- 4.2 After the expiry of the initial period, Stor shall be entitled to vary the rental payable by giving the Customer no less than one calendar month's notice thereof;
- 4.3 All rentals shall be payable without deduction or set-off;
- 4.4 Penalties will be charged on late payments at R100.00 per month and will be levied against deposit on all arrear rentals from the 4th day of the month.
- 4.5 Should the customer prefer not to sign the Stop Order payment form it is his responsibility to pay rental before the 4th and not later than the 4th of each month. For every call after the 4th or email a fee of R100.00 per call or email will be charged for the recovery of the arrear rentals.
- 4.6 After 1 Month of non-payment of rental the customer hereby agrees that Stor-All has the right to access the unit and sell goods therein to defray the rental.

5. **DEPOSITS**

- 5.1 A deposit equivalent to 1 Months Rental shall be payable on or before the commencement date of the lease;
- 5.2 Upon termination of the lease, the deposit shall be refunded free of interest, at the end of the month following the month in which the unit is vacated, after provision for arrears, legal fees (if any) and breakages have been made.

6. **UNIT ALLOCATION**

- 6.1 Each customer shall be allocated a unit upon payment of the deposit and initial rental
- 6.2 The Customer shall have no veto right in the allocation of the unit by Stor.

7. **MAINTENANCE OF THE UNIT**

- 7.1 The Customer shall be responsible for the packing, storage and removal of his goods during the period of the lease and upon termination thereof;
- 7.2 The Customer shall maintain the unit in good order and condition fair wear and tear excepted.

8. **CANCELLATION**

- 8.1 **Either party may cancel this agreement by giving the other written notice on or before the 15th day of the month and if no such notice has been received, the parties will be deemed to have renewed the lease for a further period equivalent to the initial period. Verbal notice is not acceptable.**
- 8.2 Notwithstanding the foregoing, should the Customer fail to make payment of the rental by the 4th day of the renewal period, the lease shall be deemed to be cancelled with effect from the last day of that month.

9. **SECURITY PROCEDURES**

- 9.1 The Customer shall be responsible for the internal security of his own unit/s and shall secure same under his own lock and key which he shall at all times personally retain;
- 9.2 Stor shall secure entry and egress to the leased premises by the provision of alarmed premises linked to a reputable security Company;
- 9.3 The Customer agrees to abide to the security procedures initiated by Stor from time to time;
- 9.4 Stor shall be obliged to allow any person who has possession of the Customer's personal key, entry to the unit on the assumption that such person enters the unit upon the Customers authority.
- 9.5 **UNDER NO CIRCUMSTANCES IS ANY CUSTOMER ALLOWED TO BRAKE, CUT OR GRIND ANY LOCK EVEN THOUGH IT IS THE CUSTOMERS OWN LOCK AND THE KEY IS LOST.**
- 9.6 **FOR THE CUSTOMER TO THEN OBTAIN ENTRY TO HIS UNIT HE NEEDS TO REPORT THE SITUATION TO THE ADMINISTRATIVE OFFICE OR IN THE EVENT OF AFTER HOURS, TO THE GUARD ON DUTY IN WICH EVENT THE LOCK WILL BE REMOVED FOR THE CUSTOMER UNDER CONTROLLED SECURITY CIRCUMSTANCES BY STOR-ALL MANAGEMENT.**

10. **INSURANCE**

- 10.1 The Customer shall not do or omit to do anything or keep in the unit anything or allow anything to be done or kept in the unit any item of a perishable, flammable, explosive or illegal nature;
- 10.2 The Customer shall be obliged to insure at his cost all items stored by him in the unit against all risks.

11. **LIMITATION OF THE LIABILITY OF STORAGE**

- 11.1 The Customer shall have any right, remedy or claim of any nature whatsoever against Stor for any loss, damage, (whether general, special or consequential) expenses or injury, which may be suffered by the Customer directly or indirectly, irrespective of whether such loss, damage, expense or injury shall have been caused through or as a result of the negligence of Stor or any of its employees, servants or agents, howsoever arising;
- 11.2 The Customer hereby indemnifies Stor and holds it harmless against all/any claims arising from the above.

12. **CESSION AND SUB-LEASE**

The Customer shall not sell, cede, transfer, pledge or otherwise alienate any of his rights under this agreement, nor shall the Customer sublet the unit or any portion thereof.

13. **BREACH**

- 13.1 Should the Customers fail, refuse and/or neglect to pay the rental by the 4th of any month, the lease shall, as stated above be deemed to be cancelled with effect from the end of such month;
- 13.2 Should the customer:-
- 13.2.1 Fail to pay any amount due by the customer in terms of the lease on the due date, or
- 13.2.2 Commit any other breach of any terms of this lease and fail to remedy that breach within a period of 7(seven) calendar days after the receipt of notice to that effect by: or
- 13.2.3 Repeatedly breach any of the terms of the lease in such maner as to justify Stor in holding that the customer's conduct is inconsistent with the intention or ability of the customer to carry out the terms of the Lease.
- 13.3 Then and in any one of such events Stor shall without prejudice to its rights to damages or to its right to eject the customer from the unit or to any other claim of any nature whatever that Stor may have against the customer as a result thereof:
- 13.3.1 Be entitled to cancel this lease;
- 13.3.2 Be entitled to claim damages from the customer;
- 13.3.3 Be entitled to claim all legal costs to enforce its rights in terms of the agreement on an attorney and own client scale.
- 13.4 Should Stor cancel this lease and the customer dispute Stor's rights to do so and remain in occupation of the premises pending the determination of that dispute, there;
- 13.4.1 The customer shall continue to pay, on due date all amounts due by the customer in terms of this lease;
- 13.4.2 Stor shall be entitled to recover and accept those payments;
- 13.4.3 The acceptance by Stor of those payments shall be without prejudice to and shall not in any manner whatever affect Stor's claim to cancellation of this lease or of any other nature whatsoever.
- 13.5 The landlord shall be entitled at its option to institute any legal proceedings which may arise out of or in connection with this lease in any magistrate's court having jurisdiction.
- 13.6 Without prejudice to all or any of Stor's rights granted hereunder, should the customer fail to pay the said monthly rental or other sum(s) which may become due by the customer to Stor on due date, then in either or both of such events the customer shall pay Stor penalty interest thereon at the rate of 2 (two percent) per month, from due date of payment to the actual date of payment.

14. **NOTICES**

- 14.1 All notices shall be sent by registered post or by telefax to the addresses chosen by the parties below;
- 14.2 The said notices shall be deemed to have been received 7 days after dispatch thereof.

15. **DOMICILIA CITANDI ET EXECUTANDI**

The parties hereby choose the undermentioned addresses as their domicilia citandi et executandi for the service of all notices and legal processes namely:
 STOR - 1 Juice St, (Next to Honeydew Police Station), Honeydew, JOHANNESBURG;
 CUSTOMER - The unit as allocated on the reservation instruction;

16. **GENERAL**

- 16.1 This agreement is the sole memorial of the agreement between the parties and supercedes all/any other agreements (if any) between them;
- 16.2 No variation, amendment, modification or alteration shall be of any force or effect unless reduced to writing and signed by a director of Stor and the Customer;
- 16.3 No representation by any of the parties has been made unless recorded herein, which induced the parties into concluding this agreement;
- 16.4 The Customer warrants the information relating to him in the Reservation Instructions as being true and correct.

16.5 Padlocks may not be cut by a Client. Apply for permission to the guard on duty to have your lock removed. This is for the security of all clients.

SIGNED ATON THISDAY OF2018

CUSTOMER

SIGNED ATON THISDAY OF2018

CUSTOMER

FOR AND ON BEHALF OF STOR