

Student Number:

LEASE AGREEMENT – COMMUNE ACCOMMODATION

Between:

PRO DEV LINK NPC (TRADING AS TARGET LIFE) -REG NO: 2017/404028/08 - (Hereinafter "The Institution / Lessor")

and:

Parent/Guardian	(Full Names)**
Id Number	
Parent/Guardian	(Full Names)**
Id Number	
** Collectively the Parents/Guardians named herein are jointly and severally liable, the one paying the other to be absolved, for the full rental payment and/or any other fees/costs in terms of this agreement, so being the Sureties and Co-Principle Debtors, toward the rental for the below named Student. (hereinafter collectively the "Lessee")	
Home Address <small>*If Parent/Guardian addresses differ, both addresses are to be clearly indicated</small>	
Telephone - Home	
Telephone -Work	
Telephone -Mobile	
Email Address	
In respect of Student to be enrolled:	
Student	(Full Names)
Id Number	
Date of Entry	
Room in Commune	(** this being the predefined part of the property, applicable to this Lease Agreement)

APPLICABLE TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATIONS

- 1.1. The terms hereunder hold the following meaning:
- 1.1.1. **Building/s:** being the house and outbuildings on the Property.
- 1.1.2. **Commune:** being the Property so situated at No. 72 Brummeria Road, Brummeria, Pretoria, 0184, and operated by and/or on behalf of the Institution/Lessor as a such
- 1.1.3. **Days:** being any business days, excluding the first day, public holiday, Saturday, and Sunday.
- 1.1.4. **Days Calculated:** are excluding the first day and including the last day.
- 1.1.5. **Lease Period:** the duration of this agreement as stipulated in this agreement, notwithstanding any secondary agreements concluded hereafter.
- 1.1.6. **Lessee:** is collectively the signatories hereto, being the named Parent/s / Guardian/s, whom are jointly and severally liable, the one paying the other to be absolved, for the full rental payment in terms of this agreement, so being the Sureties and Co-Principal Debtors.
- 1.1.7. **Lessor's Equipment:** fixtures and fittings of the Building/s and/or located on the Property; and the appliances, equipment, accessories, tools, and other items belonging to the Institution/Lessor, which is made available to the Student to use. Any use of this equipment shall at all times be at the sole risk of the user, and the Institution/Lessor shall be absolved of any and all harm and/or damage, resultant from such use.
- 1.1.8. **Month:** being a calendar Month.
- 1.1.9. **The Property:** is defined as the premises located at: **No. 72 Brummeria Road, Brummeria, Pretoria, 0184**, and which includes the land, structures and/or Buildings.
- 1.1.10. **Rates:** being the property rates, taxes and/or levies payable by the Institution/Lessor to the local Municipality, Property Tax Authority and/or any other applicable utility service provider. These Rates may

include, but is not limited to, *inter alia*: refuse removal, sanitation services, water, electricity or other utilities.

1.1.11. **Rental:** being the amount, sounding in South African Rand (ZAR), which the Lessee is obligated to compensate the Institution/Lessor, for the use of the Room and/or Property by the Lessee, during the Lease Period.

1.1.12. **Room:** is defined as a predefined part or a room in the Commune.

1.1.13. **Year of Accommodation:** being a period of **10 (Ten)** consecutive months, starting on the date on which this agreement comes into operation, unless otherwise terminated early, in terms of this agreement.

1.2. The Institution/Lessor may appoint and assign various rights of representation to its agent, in terms of which any communications between the Lessor’s agent and the Lessee, shall be deemed those communications between Lessee and Institution/Lessor.

1.3. If words and figures are contradictory, the words will prevail, unless the intended interpretation of the agreement otherwise directs.

1.4. The words “shall”, “must” and “will” in this agreement are mandatory obligations on all parties to this agreement.

1.5. One gender includes the other gender and the singular includes the plural and *vice versa*.

1.6. The headings of the clauses in this agreement are for convenience and reference purposes only; and shall not be used in the interpretation, modification or amplification of any terms of this agreement.

2. LEASE AGREEMENT

2.1. The Institution/Lessor leases, the Room in the Commune which is defined herein, on the Property, to the Lessee in terms of the obligations contained in this lease agreement, for the exclusive use of the designated Room in the property, by the named Student.

2.2. The use and enjoyment of the whole Property is strictly subject to the terms and conditions of this agreement, the main Student Enrolment Agreement, the main agreement of the Commune and all Commune Rules, as may be applicable or amended from time-to-time.

2.3. The Institution/Lessor gives no warrantee or guarantee that the Property, or any part thereof, is fit for purpose, for the duration of this Lease agreement.

3. DURATION

3.1. This agreement will commence on the _____ day of _____ 20__ and will automatically terminate on the _____ day of _____ 20__, or on the expiry of 10 (Ten) months after this agreement comes into full force and effect, whichever occurs first.

4. COMMUNE RENTAL

4.1. The yearly rental due and payable by the Lessee to the Institution/Lessor is in the amount of: R _____ (_____) (hereinafter “the Commune Rental”), and by signature hereof the Lessee acknowledges being fully and lawfully indebted toward the Institution/Lessor for the total Commune Rental; and

4.2. The Lessee herewith undertakes to settle the total Commune Rental in **10 (Ten)** equal and consecutive monthly instalments, with the first payment, in the amount of:

R _____ (_____) becoming due upon date of the registration of this agreement (hereinafter the “Registration Fee”); and

4.3. Followed by payment in the amount of R _____ (_____) (hereinafter “the Monthly Instalment”), being due on the 1st day of _____ 20__; and each succeeding month thereafter, until the Commune Rental has been paid in full.

4.4. Payment of the Registration Fee is required to reserve the Room at the Commune, at the beginning of the year, and is non-refundable, even in the event that the Student does not take occupation at the commencement of the Rental Period.

Initial Here:	
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5. PAYMENTS

5.1. All payments, free of any deductions or off-set, shall be paid by the Lessee to the Institution/Lessor, under this agreement, electronically into the following bank account, unless otherwise agreed in writing:

Bank: FNB (First National Bank)
Bank account holder: PRO DEV LINK NPC
Account number: 62730887041
Branch code: 250655
Reference: (Student Number)

- 5.2. The Lessee may not withhold any payment due in terms of this agreement, for any reason, whatsoever.
- 5.3. The Lessee will be liable for default interest, collection commission and Legal Costs (as between Attorney and Own Client), as may be applicable, on all overdue amounts payable under this agreement, at a rate of 15.5 % (Fifteen and a half Percent) per annum, from the date of default, to the date of full and final payment.

6. CESSION, DELEGATION, ASSIGNMENT AND SUBLETTING

- 6.1. This Lease Agreement is for the sole benefit of the named student herein and as such the Lessee shall not be entitled to:
- 6.1.1. delegate or transfer any right accrued by this agreement to any third party not a party hereto;
- 6.1.2. sublet or sublease the Room or Property, in whole or in part;
- 6.1.3. give up occupation or control of the Room or Property to any third party; or
- 6.1.4. remove, or allow to be removed, any of the Equipment of the Lessor, without prior permission of the Lessor.
- 6.2. Non-compliance with any of these terms and conditions shall be grounds for the immediate termination of this Lease Agreement, the eviction of the Lessee, and the personal liability, without limitation, of the Lessee for any and all harm and/or damage caused to the Room, the Property, or the Lessor, as a result of the aforesaid breach of this agreement.

7. LESSEE UNDERTAKINGS

- 7.1. The Lessee must at all times:
- 7.1.1. keep the Property clean and tidy;
- 7.1.2. use the Property for private occupation and dwelling only;
- 7.1.3. take the necessary care of the Property of the Lessor;
- 7.1.4. protect the Property from abuse, damage and destruction;
- 7.1.5. respect the Property's neighbours;
- 7.1.6. not be a nuisance, or cause annoyance or discomfort to the Property's neighbours or the public;
- 7.1.7. leave refuse in the refuse bins provided;
- 7.1.8. enable the Lessor to carry out his duty of maintenance and repair, and not interfere with such maintenance and repair;
- 7.1.9. allow no more than **ONE PERSON** to reside in the Room, during the entire Lease Period;
- 7.1.10. prevent blockages and obstructions in the drains, sewerage pipes and water pipes on the Property.

8. MAINTENANCE AND REPAIRS

- 8.1. The Lessee will be held accountable for any needed repairs or damage caused to the Property whilst the Property is being used by the Lessee.
- 8.2. The Lessee must conduct an inspection of the Property within 30 (Thirty) Days of having taken occupation thereof, and inform the Lessor in writing of any needed repairs or maintenance to be conducted to the Property.
- 8.3. Any repairs or maintenance after the first 30 (Thirty) Days, that was not specifically brought to the attention of the Lessor after the initial inspection, shall be regarded as damage caused by the Lessee, whom shall be liable for any and all costs to affect repairs or maintenance to the Property.
- 8.4. The Lessor is responsible for the general upkeep, maintenance, repair and replacement of the primary structure of the Property, including any structure, systems, permanent fixtures or installations within the property.
- 8.5. The Lessor is responsible for replacing defective light bulbs within the private and common areas of the Commune.

9. TERMINATION AND BREACH

- 9.1. If the Property is destroyed or damaged to the extent that it cannot be occupied, this agreement will automatically terminate, unless the Parties agree, in writing, to the revival thereof, which shall only be upon the same terms and conditions contained herein.
- 9.2. If the Lessee breaches any provision of this agreement, and fails to remedy such breach within 10 (Ten) Days after receipt of a written notice, demanding rectification of such breach, the Lessor shall be entitled, without prejudice of any rights or remedies available to the Lessor in Law, to cancel this agreement, claim payment of the full outstanding amount of the Commune Rental, and immediately take possession of the Property.

10. GENERAL RULES REGARDING THE COMMUNE

- 10.1. One weekend per month may be an “in weekend”.
- 10.2. Any form of immoral behaviour will be seen as an offence – **Category 2**
- 10.3. Failure to do tasks and chores delegated within the commune can lead to expulsion of the Student out of the commune.
- 10.4. No two persons of the opposite gender are allowed alone in the rooms – **Category 2**
- 10.5. No intimate physical contact between students is allowed.
- 10.6. Personal hygiene is of absolute importance and students can be addressed by the leaders if hygiene is neglected. Students who do not comply to this principle could potentially be asked to move out of the commune.
- 10.7. Curfew is to be adhered to at all times – Week nights 22:00 and weekends at 00:00, unless otherwise stated by the Institution/Lessor.
- 10.8. Quiet time is from 22:00.
- 10.9. Guests, including family members, may under no circumstances enter the bedrooms. An exception will be made when students move in and out of the Commune.
- 10.10. Guests need to be out of the Commune by 21:00.
- 10.11. No friends are allowed to smoke in the Commune- or on the church grounds.
- 10.12. No friends outside of *Target Life* may sleep over.
- 10.13. No pets are allowed.
- 10.14. *Target Life* students who want to sleep over must arrange with the necessary Family Head, as well as the Target Life secretary. There will also be an upfront fee payable.
- 10.15. If someone breaks something, they are required to immediately report the incident. The responsible person will be held liable to pay for the repair and/or replacement of the relevant item.

11. GENERAL

- 11.1. This agreement, read together with the Student Enrolment Agreement and any Code of Conduct or Institutional Rules of the Institution, constitutes the whole agreement between the Parties.
- 11.2. No amendment to this agreement will be of any force or effect unless reduced to writing and signed by all the parties hereto.
- 11.3. No Party shall be bound by any express or implied term, representation, warranty, promise, or the like, not specifically recorded in this agreement.
- 11.4. All legal documents, notices or other communication must be delivered to the following address of the Lessor, which will act as his *domicilium citandi et executandi*: No. 72 Brummeria Road, Brummeria, Pretoria, 0184. and at the Lessor’s email address: targetlifegeneral@gmail.com
- 11.5. All legal documents, notices or other communication must be delivered to the physical and email address of the Lessee, as elected on the front of this agreement, which addresses shall be the Lessee’s chosen *domicilium citandi et executandi address*, for all purposes related to this agreement.
- 11.6. The Lessee shall notify the Lessor of any change in contact information as provided in this agreement. Any such change shall be communicated, in writing, to the Lessor by the Lessee, within 7 (SEVEN) days from date of such change.

Signed and concluded at _____ on this the _____ day of _____ 2019.

Parent/Guardian	(Signature)
Parent/Guardian	(Signature)
Witness One	(Signature)
Witness One	(Signature)

FOR OFFICE USE ONLY

Student Number: _____

Head of Department	(Full Name)
	(Signature)
Date of Acceptance	