

LEASE AGREEMENT AND SURETY

1 THE PARTIES
1.1 THE LANDLORD

: KGALE STORAGE UNITS
 TEL **: (267) 77991110**
 CONTACT **: Kim Anderson** Email: info@kgalestorageunits.co.bw
 ADDRESS **: P.O. BOX 1779, GABORONE, BOTSWANA**
 BANK PARTICULARS **:**
 Bank : STANBIC BANK
 Account No : 9060000660022
 Branch Code : 064967 - Fairgrounds

1.2 THE TENANT

- 1.2.1 NAME OF TENANT
- 1.2.2 ID OR REGISTRATION NUMBER
- 1.2.3 VAT NUMBER
- 1.2.4 POSTAL ADDRESS
- 1.2.5 PHYSICAL ADDRESS
- 1.2.6 TELEPHONE
- 1.2.7 EMAIL ADDRESS
- 1.2.8 SIGNATORY

WORK	MOBILE
NAME	
ID NO:	MOBILE

2 PREMISES

UNIT NO:	ACC NO:
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3 UNIT SIZE SELECTED

A	small	B	medium	C	large
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4 MONTHLY RENTAL : VAT Excluded**5 DATE OF OCCUPATION**

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6 INSURANCE: It is more cost effective to extend your present insurance policy to cover the unit hired. Therefore each tenant is required to make their own arrangements regarding insurance.

..... SIGNATURE OF TENANT DATE
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7. **LEASE:** The Landlord hereby lets to the Tenant who hereby hires the Premises
8. **PERIOD:** 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. If no such notice has been received, the Tenant will forfeit their Deposit and be responsible to pay for the Notice Period. The notice will only be effective if the Landlord acknowledges receipt of such notice in writing. (The Landlord undertakes to acknowledge receipt within 3 days after the date on which the notice of termination has been received). The termination by the Tenant in terms of this clause will only be effective after full vacation of the Premises was effective and after the Landlord's free and undisturbed access in and to the Premises was restored. The Landlord will have the right to terminate this lease with 15 days written notice.
9. **RENTAL:** The rental, will be the Rental in accordance with clause 4 above. All rentals shall be payable by the Tenant to the Landlord, monthly in advance to be received by the Landlord by not later than the 5th day of each month. If payment is not received by the 5th of each month, a written demand will then be given to pay within 7(seven) days to avoid further steps. In the event no payment was received by the 15th of the month the Tenants Storage Unit will be locked with the landlord's lock and access will be denied to the Tenant's Storage Unit. Locks will only be removed after the account is paid in FULL. 2% Interest will be charged per month on all arrear rentals. **If the account is in arrears for more than 2 (two) months, the Tenant hereby gives the Landlord permission to empty the Storage Unit and sell the goods to cover the arrear rental and cancel the Contract between the Landlord and the Tenant.**
10. **PAYMENT:** Payment is by Direct Deposit only. All payments to reflect KSU and the unit number as the reference for the payment. Failure to use the correct reference could result in delays in allocating of payments.
11. **DEPOSIT:** A Deposit (equal to one month's rental) as well as rental for the first month shall be paid on date of signature of this agreement. Such Deposit shall be retained by the Landlord, throughout the duration of this Lease and, after termination thereof until such time as the Tenant had complied with all its outstanding obligations. The deposit will be refunded free of interest. The Deposit may also be used to pay for any damages, losses, cleaning, etc. The Tenant shall under no circumstances be allowed to settle the Deposit off against any outstanding amount.
12. **V.A.T. INVOICE:** The Landlord will issue a tax invoice dated 1st of each month, and these invoices will be delivered via email to the address as stipulated in section 1.2.7. above.
13. **ESCALATION:** Annual price increases will be applicable on the 1st September every year, irrespective of the date of occupancy or date of signing the Contract. Escalation rate will be determined yearly by Management. The Landlord shall inform the Tenant one (1) calendar month in advance of the annual increase.
14. **USE OF PREMISES:** The Tenant will have the right to use the Premises for storage purposes and for no other purpose whatsoever. The Tenant will only be allowed access to the Premises for the purposes of delivery and collection and for no other purpose whatsoever. The Tenant will, for example, not be allowed to operate any business of any type on the premises or to use the premises for the purposes of cleaning, etcetera. The Tenant shall not be allowed to store any article and/or substance in the Premises which will or may obviate any insurance on the property and/or may cause damage to the premises. The Tenant shall not be allowed to store any explosives and/or biodegradable articles and/or substance in the Premises. The Tenant 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 flammable, perishable or illegal nature. The Tenant shall be responsible for the packaging, storage and removal of his goods during the period of the lease and upon termination thereof. The Tenant shall maintain the unit in good order and condition, fair wear and tear excepted.
15. **OCCUPATION:** Occupation of the premises shall be given to the Tenant on the Date of Occupation in accordance with clause 5. If the Date of Occupation is not on the 1st of a month, rental will be calculated on a pro-rata basis.

Initial Tenant _____ Initial Landlord _____

16. **QUANTIFIED DAMAGES:** The Tenant agrees that the Landlord's quantified damages as a result of cancellation due to non-payment, will be the amount of P1,500.00. This amount excludes rent in arrear and is immediately payable on termination of this agreement as a result of the Tenant's default.
17. **DEFAULT:** Should the Tenant neglect, fail and/or refuse to comply punctually with any of its obligations in terms of this agreement or should the Tenant contravene or permit the contravention or fail in the observance of any of the terms or provisions of this agreement, the Tenant shall be in default. The Landlord shall under these circumstances without any prior written notice, and without prejudice of any of his rights, in addition to any remedies that he might have in law, be entitled to; Cancel this agreement, claim and recover vacant occupation of the Premises by evicting the Tenant and/or everybody who may occupy the Premises through the Tenant, without prejudice to any claim for damages or the right to claim and recover rent in arrears and/or other monies that may be owing by the Tenant to the Landlord in terms of this lease; and/or Claim rent in arrears as well as quantified damages in the amount of P1500.00. The Tenant shall be responsible to the Landlord for the breach of any of the provisions of this agreement and for any act or omission in or about the Premises by the Tenant and/or its directors, members, trustees, employees, visitors or customers.
18. **TERMINATION:** The Tenant agrees to vacate the Premises in full on termination of this agreement. The Tenant agrees to provide free and undisturbed access of the Premises to the Landlord on termination of this agreement. The Tenant will remain liable for the payment of monthly Rental for any calendar month or part hereof that he fails to vacate in full and/or fails to restore free and undisturbed access. The Tenant will deliver the Premises to the Landlord on termination of this agreement in the same condition and/or state of repair that he received the Premises.
19. **CLAIMS BY TENANT:** The Tenant shall have no claim against the Landlord in regard to any loss or damage arising from any cause whatsoever including, but not limited to, theft. The Landlord's only obligation in terms of this agreement is to provide the Tenant with possession of the Premises.
20. **INSURANCE:** It is more cost effective for the Tenant to extend their own present insurance policy to cover the Tenant's contents in the unit hired. Therefore, each Tenant is required to make his own arrangements regarding insurance.
21. **GENERAL:** In the event of the Landlord canceling the lease and the Tenant disputing such cancellation, the Tenant shall not remain in occupation of the Premises longer than 15 days after the date of the cancellation in dispute. In the event of any action by the Landlord against the Tenant arising from default by the Tenant in compliance with any of the provisions of this agreement, the Tenant shall be liable for payment of costs on an attorney and own client scale, including collection charges. The Tenant chooses as his *domicilia citandi et executandi* for all purposes under this agreement, whether in respect of court process, notices or other document or communications of whatsoever nature (including the exercise of any option), any address referred to in clause 1.2 above. The person and/or official who signs this agreement on behalf of a legal person or trust, guarantees that he has been authorised to execute this agreement by means of a proper resolution by the Tenant. The Tenant shall not be entitled to sub-lease and/or to cede, assign or transfer any of its rights or obligations in terms of this agreement. This agreement forms the sole memorial of the agreement between the parties and supercedes any prior agreement between the parties in respect of the unit(s) specified in the Storage Reservation form. No variation, amendment, modification or alteration shall be of any force or effect unless reduced to writing and signed by both parties. No representation by any of the parties has been made unless recorded herein, which induced the parties into concluding this agreement. The Tenant warrants the information relating to him in the Storage Reservation form as being true and correct.
22. **SURETY:** The person who signs this agreement on behalf of a legal person or trust, hereby binds himself as surety for and co-principal debtor in solidum with the Tenant for the due and punctual payment to the landlord of any amount which now is or may hereafter become owing by the Tenant to the Landlord, and he renounces the benefit of exclusion and division.
23. **INTERPRETATION:** Wherever appropriate, in this agreement – words signifying the singular shall include the plural and vice versa – words signifying one gender, shall include the other

Initial Tenant _____ Initial Landlord _____

– words signifying a natural person, shall include persons of either sex as well as firms, associates, companies, partnerships and corporate bodies – the titles and headings in this agreement are for purposes of references and convenience and must not be considered for purposes of interpretation.

24. **LOCKS AND KEYS:** The Tenant will provide padlock(s) to lock the Premises and will remove the padlock(s) on or before date of termination of this agreement in order to ensure the Landlord's free and undisturbed access to the Premises.
25. **BUSINESS HOURS:** The office will be open during the hours of 08H00 – 17H00 for Mondays to Fridays only. The office will be closed on weekends and public holidays. Access to the storage units is available 24 hours per day, 7 days per week.
26. **NOTICES:** All notices from the Landlord shall be sent via email to the e-mail address as per clause 1.2.7. above. All notices from the Tenant shall be sent via e-mail to the address as per clause 1.1 above. The said notices shall be deemed to have been received within 12 hours of dispatch thereof.
27. **SECURITY PROCEDURES:** The Tenant shall be responsible for the internal security of his own unit(s) and shall keep the unit locked under his own lock and key which he shall at all times personally safeguard. The Landlord shall secure entry to and exit from the leased property by the provision of security measures at the Landlord's sole discretion. The Tenant agrees to abide by the security procedures initiated by the Landlord from time to time. The Landlord shall be obliged to allow any person who is in possession of the Tenant's personal key, entry to the unit on the assumption that such person enters the unit upon the Tenant's Authority.

SIGNED AT _____ ON THIS _____ DAY OF _____

TENANT _____

SIGNED AT _____ ON THIS _____ DAY OF _____

LANDLORD _____

Initial Tenant _____ Initial Landlord _____