

OFFER TO LEASE

TO: _____
(Landlord) – Full Name of Individual, Company or Close Corporation

FROM: _____
(Tenant) – Full Name of Individual, Company or Close Corporation

HEREIN REPRESENTED BY:

IN HIS / HER CAPACITY AS:

Do hereby offer to lease from you through the agency of THE BENONI BOARD CC certain

**Premises being approximately _____ square meters in extent at R _____ per m²
situated at**

(Premises)

Subject to the following terms and conditions:

1. LEASE PERIOD

The period of the lease shall be _____ years.

2. COMMENCEMENT DATE

The lease shall commence on _____ (date)

and terminate on _____ (date)

3. OCCUPATION DATE

The Tenant shall occupy the premises on _____ (date)

4. OPTION

The Tenant shall have an option to renew the Lease for a further period of _____
years at market related rentals and escalations to be mutually agreed upon or, failing agreement,
to be determined by the way of arbitration in terms of the Landlord's standard lease agreement.

5. RENTAL (excluding VAT at the applicable rate)

The rental shall be compiled as stated below and be paid monthly in advance on the 1st day of every month.

RENTAL PER MONTH	OPERATING COSTS	VAT	GROSS RENTAL
1 st YEAR : R	R	R	R
2 nd YEAR : R	R	R	R
3 rd YEAR : R	R	R	R
4 th YEAR : R	R	R	R
5 th YEAR : R	R	R	R

6. USE OF PREMISES

The Premises shall be used solely for the purpose of _____
_____ and for no other purpose without the permission of the Landlord.

7. SURETY

In the event of the Tenant being a Company, Close Corporation or Trust, then its directors, members or trustees, as the case may be, shall bind themselves as sureties and co-principal debtors with the Tenant in favour of the Landlord.

8. ADDITIONAL CHARGES

8.1 Should the landlord be a Vat vendor then this charge will be levied in accordance with the legislation that prevails at that given time. Should any alteration in the VAT percentage be imposed by the Minister of Finance or any other person authorized to do so then the rate at which the VAT is charged and collected will be amended accordingly.

8.2 In the event of Assessment Rates and /or Rates and / or other Municipal charges or taxes or Body Corporate Levies being increased or any new Municipal charges or taxes or any other levy being imposed, during the currency of this lease the Landlord shall be entitled to increase the rental payable by the Tenant as at the date upon which such increase or new charge shall become effective on a pro-rata basis in the proportion to the area / rental that the Tenant's premises bears to the total area / rental of the building.

8.3 The Tenant shall bear a proportion of the Landlord's operating costs, if applicable.
(Refer Clause 5)

9. OFFER

9.1 This Offer shall be irrevocable until _____

9.2 The Tenant undertakes and agrees to sign the Landlord's Standard Agreement of Lease in substitution hereof within 3 (three) days of being requested to do so. In the event of the Tenant failing to do so, then pending the decision of the Landlord to proceed to enforce its

rights, this Offer, together with the Landlord's Standard General Terms and Conditions of Lease, shall continue to bind both parties.

10. BREACH

Any breach on the part of the Tenant in this agreement shall entitle the Landlord, without prejudice to any other rights which it might have in law, to cancel this lease or to enforce specific performance by the Tenant.

11. COSTS

The costs of preparing the lease referred to in 9.2 shall be borne by the Tenant.

12. DEPOSIT

A deposit equal to one month's rental plus VAT (or any other amount required by the Landlord) shall be paid to Benoni Board CC on signature of the Landlord's Standard Agreement of Lease which deposit will be held in a trust account with Standard Bank.

13. COMMISSION

On presentation of the Landlord's Standard Agreement of Lease (together with Annexures) duly signed by the Tenant, payment of lease fees, deposit (or acceptance of an irrevocable bank guarantee if agreed to by the Landlord), first months rental and the Tenant taking occupation of the Premises, the Landlord shall be liable for the payment to Benoni Board CC for commission.

In the event that after acceptance by the Landlord of the offer to lease the tenant withdraws for whatever reason the tenant acknowledges the professional services provided by Benoni Board CC broking division and agrees to pay full commission as set out below.

Such commission will be payable as follows (Ex VAT)

5%	of total rental:	First 2 years
2.5%	of total rental:	First 3 years
1.5%	of total rental:	Next 3 years
1%	of total rental:	On the balance

1 month rental on a lease up to 12 months in duration

14. CREDIT CHECKS

The Tenant hereby gives his approval for Benoni Board CC to carry out any Credit Checks deemed necessary by the Landlord.

15. DOMICILIUM

OF LANDLORD

OF TENANT

16. SPECIAL CONDITIONS

I /We the undersigned renounce the benefits of exclusion / division and accept the above jointly and severally.

SIGNED AT _____ THIS _____ DAY OF _____ 20 _____

AS WITNESSES:

1. _____

FOR: LANDLORD

2. _____

who warrants he /she is duly
authorized to do so

SIGNED AT _____ THIS _____ DAY OF _____ 20 _____

AS WITNESSES

1. _____

FOR: TENANT

2. _____

who warrants he /she is duly
authorized to do so

We hereby accept the benefits of the stipulations in our favour.

For: **Benoni Board CC**

who warrants he / she is duly authorised to do so

CREDIT CLEARANCE FORM

DETAILS OF PROSPECTIVE TENANT	
1. SOLE TRADER / INDIVIDUAL OR FIRST PARTNER	
a) Full Names: I.D. No.:	
b) Residential Address: Postal Code	
c) Postal Address: Postal Code	
d) Trading Name:	
e) Telephone No's: Cellular – Business: Home:	
f) Email Address:	
g) Legal Status (id individual) DATE OF MARRIAGE In / Out of Community of Property If out – Excludes Includes Marital Power	

SECOND / THIRD PARTY	
a)1) Full Names: I.D. No.:	I.D.No.:
a)2) Full Names: I.D. No.:	I.D.No.:
b)1) Residential Address:	Postal Code
b)1) Postal Address:	Postal Code
c)2) Residential Address:	Postal Code
c)2) Postal Address:	Postal Code
d) Telephone No:	Business: Home::
d) Marital Status 1) 2)	Date of Marriage: 1) 2)
c) JUDGEMENTS / PREVIOUS CONVICTIONS ETC.	
a) Do any of the applicants above have judgements or previous convictions: Yes No	
b) If yes, please explain	
2.COMPANY / CLOSE CORPORATION	
a) Name of Company / Close Corporation	
b) Co Reg No / CC No: (Ensure Certificate of Incorporation / Founding Statement enclosed)	
c) VAT Registration No:	
d) Trading Name:	
e) Address: i) Physical ii) Postal:	

f) Telephone No: _____ Fax: _____ E-mail: _____			
g) Auditors: _____			
G. DIRECTORS OF COMPANY / MEMBERS OF CLOSE CORPORATION (To be completed if appropriate)			
NAME OF PERSONS	RESIDENTIAL ADDRESS	I.D. NO OR DATE OF BIRTH	BANK/BRANCH& ACC. NO.
1			
2			
3			
4			
5			

h) Directors / Members who will sign lease:

g) Other details regarding property owned, capital investments, share etc.

1. _____

2. _____

3. _____

4. _____

5. _____

i) Judgements / Previous Convictions etc
a) Do any of the above Directors / Members have judgements or previous convictions: Yes No
b) If yes, please explain:

TO BE COMPLETED BY ALL APPLICANTS	
3. BANK DETAILS OF ACCOUNT FROM WHICH RENTAL WILL BE PAID	
1. Name under which bank account is operated (Individual, Company or Close Corporation)	
Name of Bank :	Branch:
Account No:	Tel. No:
4. REFERENCES	
4.1 EXISTING / PREVIOUS LANDLORD	
Address of existing premises	
Name of Landlord	Tel. No:
Reasons for Relocating	
Existing Landlord's comments (Office use only)	
*Please ensure that the Founding Statement or Certificate of Corporation are attached.	
4.2 TRADING REFERENCE	
Name of Company Address	Name of Company Address
Account No:	Account No:
Tel No:	Tel No:
Contact	Contact
Average Monthly purchases R	Average Monthly purchases R
Comments (office use only)	Comments (office use only)
4.3 PERSONAL REFERENCE	
a)Name Address:	b)Name Address
Tel No:	Tel No:
Relation:	Relation
5. INSOLVENCY	
Have any individual been declared insolvent?	
If so, state (i) Date:	(ii) Date of rehabilitation:

FOR OFFICE USE ONLY

Judgements _____

Others _____

Securities: Suretyship/s _____

Deposit _____

APPROVED _____

PORTFOLIO MANAGER **MANAGER**

