



6 LEASE POLICIES

6.1 The Lessor leases his property to the Lessee on the terms and conditions of this agreement.

7. Duration

7.1 This agreement will commence on _____ and will continue for _____ Year/s and _____ Months, but not exceeding 12 Agreement will be renewable every 12 months.

7.2 Rent

7.2.1 The Lessee must pay the Rent Monthly in advance, on or before the first day of every month.

8. Additional Charges

8.1 In addition to paying the rent, the Lessee must reimburse the Lessor for payment if she/he wants to be use another bigger class e.g. Hall; kitchen etc.

9. Payments

9.1 All payments due by the Lessee to the Lessor under this agreement must be made manual at the bank and receive manual slip at the school.

9.2 The Lessor shall furnish the Lessee with a written receipt for all payments made by the Lessee.

10. Cession, Delegation, Assignment and Subletting

10.1 The Lessee may not:

10.1.1 Transfer his rights and/or duties under this agreement to a third person;

10.1.2 sublet the property in whole or partly;

10.1.3 Give up possession of the property to a third party; or

10.1.4 Remove; or allow to be removed, the Lessor's Equipment (except for repair and with the Lessor's permission).

11. Duties of the Lessee

11.1 the Lessee must:

11.1.1 Keep the property clean and tidy;

11.1.2 Use the property for private dwelling only;

11.1.3 Take care of the property (and other items belonging to the Lessor).

11.1.4 Protect the property from abuse, damage, destruction, and theft

11.1.5 Respect the property's neighbours;

11.1.6 Not be a nuisance, or cause annoyance or discomfort to the property's neighbours or the public;

11.1.7 Leave refuse in the refuse bins provided;

11.1.8 Enable the Lessor to carry out his duty of maintenance and repair;

10.2 Give up possession of the property to a third party; or

10.1 Remove; or allow to be removed, the Lessor's Equipment (except for repair and with the Lessor's permission).



12. Maintenance and Repairs

12.1 The Lessee must at his expense, and without recourse to the Lessor:

12.1.1 Maintain the property subject to clause 12.3;

12.1.2 Repair damage to the property regardless of the cause of such damage

12.1.3 The Lessor is responsible for the maintenance, repair and replacement of the roof and walls of the Building/s; including the structure, systems, and installations of the Building/s.

13 Alterations and Improvements

13.1 The Lessee may not make alterations or improvements to the property without the Lessor's prior written consent.

13.2 Alterations and improvements made to the property will belong to the Lessor and not be removed from the property.

14. Terminations and Breach

14.1 If the property is destroyed or damaged to the extent that it cannot be occupied, this agreement will terminate unless the parties agree in writing otherwise.

14.2 If a party breaches a material provision of this agreement, and fails to remedy such breach within 10 days of the date of receipt of a written notice from the aggrieved party requiring him to do so, the aggrieved party will be entitled to any remedy available in law without further notice, and may cancel this agreement and take possession of his property.

14.3 This agreement shall not terminate by the death of either party: the executor of the deceased estate shall elect to terminate or uphold this agreement depending on the circumstances.

14.4 The insolvency of either the Lessor or the Lessee will not terminate this agreement: the trustee of the insolvent estate may exercise the option to terminate or uphold this agreement.

15. General

15.1 This agreement constitutes the whole agreement between the parties.

15.2 This agreement may only be amended if the parties agree to the amendment in writing, and sign the written document – which must be attached to this agreement as an Annexure.

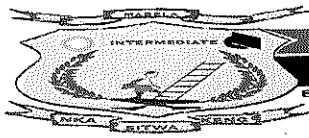
15.3 No party shall be bound by any express or implied term, representation, warranty, promise, or the like not recorded in this agreement.

15.4 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: _____

15.5 Non-legal documents, notices or other communication between the parties may be by electronic communication; where a "read receipt" must be attached to each and every such communication.

15.6 This agreement may only be annulled if the parties agree in writing to annul it.

15.7 In the event of a dispute between the parties, the dispute shall be referred to the court of law.



Mabel a Intermediate School
"NKA SITWA KEENG"
Boiketlo Village Motebang Road QwaQwa Tel/Fax: (058) 789 4104 P.O. Box 5801 Phuthaditjhaba 9866

electronic communication sent so it can be determined that the electronic communication was received and read by the other party.

SIGNED BY
PRINCIPAL: Samo 28.06.2018

CHAIRPERSON John 28.06.2018

EDUCATOR Kepe 28-06-2018

SMGD _____

DATE _____

