



OFFER TO LEASE

I/We, _____
(the prospective TENANT/S)

herein represented by (duly authorised hereto) _____

Address _____

Telephone _____ Fax _____

Hereby offer to lease from _____
(The Province)

certain premises as described hereunder on the following terms and conditions:

1. THE PREMISES

Address: **House situated on Erf 5797, Conmead Way, Meadowridge**

Approximately Size **Approximately** _____ **square metres.**

2. LEASE DATES AND PERIOD

2.1 Commencement Date: _____

2.2 Occupation Date: _____

2.3 Lease Period: **One (1) year** , Rental Escalation **10%** per annum
compounded

3. RENTAL

The rental shall be paid monthly in advance on the first day of each month as follows:

Year 1 R.....

4. RENEWAL OPTION

Rentals and escalations during the renewal period to be subject to mutual agreement between Province and Tenant with the proviso that the renewal and escalations shall be based on prevailing market rentals and escalations, but not less than rental payable in the last year of the initial period and in accordance with the Province's then letting policy.

5. Value Added Tax (VAT)

In the event of Value Added Tax, or any other form of tax, imposed by the Government or any regional, local or other competent authority, being payable by the Province on the rental or any amount due by the Tenant in terms of this Lease, the Tenant shall refund to the Province on demand the amount of such tax or other amount so payable by the Province.

6. DEPOSIT & SURETY

6.1 The Tenant shall pay to the Province a **deposit/bank guarantee in the amount of R _____** on acceptance of this offer. Such deposit shall be retained by the Province and refunded upon expiration of the Lease, less any amounts that may be outstanding by the Tenant.

6.2 The Tenant undertakes to sign a standard Deed of Suretyship to guarantee its obligations of the Agreement of Lease.

7. ADDITIONAL CHARGES

7.1 In the event of assessment rates and/or any other municipal or Government charges being increased during the currency of this Lease, the Province shall be entitled to increase the rental payable by the Tenant with effect from the date upon which such increases shall become effective on the basis of a pro rata amount of the area that the premises bears in relation to the entire property.

7.2 The Tenant shall pay for all electricity and water consumed on the premises.

7.3 The Tenant shall pay for all operating costs which shall include insurance cost, cleaning cost, equipment maintenance, common areas energy costs and common areas maintenance costs, airconditioning maintenance plus security costs.

8. LEASE AGREEMENT

8.1 Upon acceptance hereof by the Province the parties undertake to sign a written Agreement of Lease and Deed of Suretyship, substantially incorporating the above terms and conditions and containing the terms and conditions as usually applicable to a Lease of this nature. Until the Agreement of Lease referred to in this Clause has been signed by both parties, the provisions of this Offer, once signed by both parties, shall govern the terms of the tenancy between the Province and Tenant.

8.2 The cost of preparation of the Lease documentation and stamp duty thereon shall be borne by the Tenant. Cost of Lease documentation **R300.00**

9. DELAY

Should the Leased premises not be ready for occupation by the Tenant on the occupation date, for any reason whatsoever, then the Tenant shall have no claim for cancellation of this Lease or damages or other right of action against the Province and shall take occupation of the Leased premises on the date upon which the Leased premises are ready for occupation, provided that the expiration date shall be altered to take into account such delay, if any.

10. DISPUTE

In the event of any dispute arising between the parties as to the true intent of this Agreement or the implementation thereof, same and all relevant matters shall be determined by an expert who shall be appointed by the President of the Law Society of the Cape. (Cost of such action shall be shared equally between the parties). The decision of such person shall be final and binding on both parties.

11. BREACH

Any breach by the Tenant after acceptance of the Offer by the Province shall entitle the Province without prejudice to any other rights either to cancel this Agreement, or to evict the Tenant, or to sue for damages, or to sue for specific performance.

12. USE OF PREMISES AND OBLIGATIONS TO TRADE

The premises shall throughout the Lease period be used only for the purpose of:
_____ and for no other purpose without the written consent of the Province. The Tenant agrees to continuously fully trade from the premises, this being a material term of this contract.

13. TENANT'S DOMICILIUM CITANDI ET EXECUTANDI

The Premises.

14. CANCELLATION OR VARIATION

No cancellation or variation hereof shall be of any force or effect unless reduced to writing and signed by both parties.

15. OTHER CONDITIONS

EXPIRY DATE OF OFFER

This is an irrevocable Offer which, shall be binding only if the terms and conditions contained herein are accepted before _____ on _____.

THUS DONE at _____ on this _____ day of _____ 2004.

AS WITNESS:

TENANT who declares he is authorised to make this Offer.

THUS DONE at _____ on this _____ day of _____ 2004.

AS WITNESS:

(Chief Director: Property Management) for PROVINCE OF THE WESTERN CAPE

PERSONAL DETAILS

PERSONAL PARTICULARS

NAME _____

I.D. No. _____ *(Attached Certified Copy)*

ADDRESS _____

TEL NO _____ (H) _____ (W) _____ (Cell)

EMPLOYER _____

ADDRESS _____

OCCUPATION _____

MONTHLY INCOME _____

SPOUSE'S DETAILS

NAME OF SPOUSE _____

I.D. No. _____ *(Attached Certified Copy)*

EMPLOYER _____

ADDRESS _____

OCCUPATION _____

MONTHLY INCOME _____

BANKING DETAILS

BANKERS _____ BRANCH _____

IN WHOSE NAME IS THE ACCOUNT _____

ACCOUNT NO _____ TYPE OF ACC _____

BANK CODE _____

OFFICIAL BANK STAMP

REFERENCES

(Please include current/previous Landlord as well as a relative (not living with you))

NAME

TELEPHONE NUMBER

I, _____ *hereby certify that the above information is true and correct.*

SIGNATURE _____

DATE _____