

OFFER TO LEASE

LESSOR: _____

REPRESENTED BY: _____

ADDRESS: _____

CODE: _____

FAX NO: _____

TEL NO: _____

CELL NO: _____

E-MAIL: _____

LESSEE: _____

REPRESENTED BY: _____

ADDRESS: _____

CODE: _____

FAX NO: _____

TEL NO: _____

CELL NO: _____

E-MAIL: _____

Dear Sirs,

I/We agree to lease the below mentioned premises upon the terms and conditions set out below which have arisen out of my/our negotiations with your agents. This is a firm offer of my/our intention to rent the subject property and furthermore to sign a formal lease (should this be required), make deposit , pay cost of Stamp Duty, cost of Lease and first monthly rent available on request.

1. **PREMISES**

.....
.....
.....

2. **BASIC RENTAL**

R..... (plus VAT of R.....) per month payable monthly in advance from the first day of the month during which occupation is taken by the Lessee. The basic rental shall escalate at a rate of% per annum compounded on the anniversary date of each year during the initial period.

3. **OPERATING COSTS**

The tenant's pro-rata share of the operating costs shall be R..... (plus VAT of R.....) per month at the commencement date of the lease and shall escalate by% per annum compound on the anniversary date of each year during the initial period.

4. **PARKING**

The lessee requires open parking, and covered bays. Said parking bays are rented at R..... (plus VAT of R.....) per month and shall escalate by% per annum compounded.

5. **DURATION**

This lease shall commence on the day of 20.... and terminate on theday of.....20.....

6. **OPTION**

The lessee shall have the right to renew this Lease for a further period of years upon the same terms and conditions contained herein except for the rental and operating costs which shall be mutually agreed upon between both parties; if no agreement is reached, then the rental shall be determined by the Chairman for the time being of the Institute of Realtors, Port Elizabeth Branch. In the event of the lessee requiring to exercise this option the lessee shall be obliged to give notice of their intent at least 6 (SIX) months prior to the termination of the initial period, such notice to be in writing.

7. **OCCUPATION**

Occupation of the premises shall be given to the lessee on the

8. **INCREASE IN RATES**

Pro rata to the area of the premises leased in relation to the total area of the building of which the premises form part over and above the rates payable from commencement date.

9. **USE OF PREMISES**

The premises shall be used as..... and for no other purpose whatsoever without the prior written consent of the lessor been had and obtained.

10. **DEPOSIT**

A deposit equivalent to one month's gross rental shall be paid to the lessor upon acceptance of this offer by the lessor.

11. **SPECIAL OBLIGATIONS BY THE LESSEE**

All electricity, water, sewerage, effluent & refuse removal charges and any other miscellaneous consumption/usage charge which may be levied by the NMMM from time to time, for the premises shall be payable by the lessee on demand. The Lessee shall further pay their pro-rata share of security, refuse removal charges, water and sewerage charges proportionate to the area occupied in relation to the total area of the building.

12. **FORMAL AGREEMENT**

The lessor may, hereafter, instruct its Attorneys or authorised Agent to draw a formal Agreement of Lease embodying the terms and conditions contained herein. The costs of drawing such Lease including the stamp duties payable thereon shall be borne by the lessee. Until such Lease is signed the relationship between the lessee and the Lessor shall be solely governed by the terms and conditions contained herein.

13. **SURETYSHIP**

The undersigned hereby bind themselves as surety and co-principal debtor under renunciation of the benefits of excussion and division for all the obligations imposed upon the lessee in terms hereof.

14. **ACCEPTANCE**

This document is an irrevocable offer on the lessees' part to lease the premises from the Lessor upon the terms and conditions contained herein and shall remain open for acceptance by the Lessor until noon on the

.....

15. **COMMISSION**

The Lessor will pay to the recommended commission as determined by the Institute of Realtors of South Africa, such commission to be payable on the date of occupation or upon receipt of signed Lease agreement together with the deposit, which ever is the earlier.

16. **ADDITIONAL CONDITIONS:**

17. The Lessor is/is not registered for VAT purposes.

SIGNED BY THE LESSEE ON THE ____ DAY OF _____ 20....

LESSEE / (Duly authorised)

WITNESS

SIGNED BY THE LESSOR ON THE ____ DAY OF _____ 20....

LESSOR / (Duly authorised)

WITNESS

I/We the undersigned, _____

do hereby bind myself/ourselves as surety/ies and co-principal for all the obligations imposed upon the Lessee in terms hereof unto and in favour of the Lessor under renunciation of the benefits of excussion and division.

SIGNED

DATE

FULL NAMES AND ID NUMBER

SCHEDULE A
INFORMATION SUBMITTED BY APPLICANT
COMMERCIAL PROPERTY

PREMISES: _____ **RENTAL:** _____

1. NAME OF PROSPECTIVE TENANT:
.....

IDENTITY / REGISTRATION NUMBER:

BANKERS:

BRANCH:

ACCOUNT NUMBER:

REPRESENTED BY:

IDENTITY NUMBER:

TELEPHONE NUMBERS: (O/H)

(A/H).....

(CELL)

RESIDENTIAL ADDRESS:

POSTAL ADDRESS:.....

TRADE REFERENCES:

NAME OF FIRM	CONTACT #	CONTACT PERSON
a)
b)
c)

2. SURETY TO BE SIGNED BY:.....

IDENTITY:.....

BANKERS:

BRANCH:.....

ACCOUNT NUMBER:.....

TELEPHONE NUMBERS: (O/H):.....

(A/H):.....

(CELL):.....

RESIDENTIAL ADDRESS:.....

POSTAL ADDRESS:.....

TRADE REFERENCES:

NAME OF FIRM	CONTACT #	CONTACT PERSON
a)
b)
c)