



S.L. Storage (Pty) Ltd  
 Reg.no. 2013/159744/07  
 t/a Talisman Storage Wonderboom  
 P.O. Box 80065, Doornpoort, 0017  
 119 Lintvelt Street (cnr. Melt Marais Street),  
 Wonderboom, Pretoria, 0182

digifax no: 086 203 5397  
 cell no: 082 881 3884, 082 497 8842  
 emergency: 082 611 9776  
 e-mail: wonderboom.storage@talisman.co.za

## INFORMATION AND SURETYSHIP

<b>PRIVATE</b> (Provide your work detail under BUSINESS section marked with *)	
Full name of person renting storage:	
Identity number: (Attach copy of ID)	
Physical address: (Attach copy of utilities bill containing this address and ID number)	
Postal address: (If different from Physical address)	
Telephone contact numbers:	
Cell number:	
Home number:	
Work number:	
e-mail address:	
Name & Number of Next of Kin: (Not living with you)	
Name of 1 (one) person ("the nominee") permitted to obtain access to the unit's on your behalf: (Attach copy of ID)	
Full name:	
Identity number:	
Contact number:	
"The Tenant's" vehicle detail:	
Type & Model:	
Registration:	
Colour:	
Name and surname of "the Nominee":	
Vehicle detail: Type & Model	
Registration:	
Colour:	
UNIT NUMBER:	UNIT TYPE:
Monthly rental:	
Method of payment: EFT / Debitorder / Credit Card / Cash	
Banking details: Account holder: SL Storage (Pty) Ltd, t/a Talisman Storage Wonderboom	
Bank: FNB Kolonnade Branch Code: 251037	
Cheque account no: <b>62429981138</b>	

<b>BUSINESS</b>			
Registered name of business:			
Business registration number:			
VAT number:			
Is the business's annual turnover or asset value more than R2 million? Information required as per the Consumer Protection Bill:			
LESS		MORE	
Full name of the person duly authorized to sign this agreement:			
Identity number of the abovementioned person: (Attach copy of ID)			
Name and contact detail of person who will be authorized to effect payment:			
Name:			
Contact number:			
e-mail address:			
Postal address of business: *			
Physical address of business: *			
Business contact numbers: *			
Landline:			
Fax:			
e-mail:			
INDICATION OF OCCUPATION DATE:			
BOOK A TRAILER - DATE:			
Long trailer (4 metre length):			
Short trailer (3 metre length):			

Initial each page:



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## RENTAL AGREEMENT FOR THE UNIT/S INDICATED BELOW

DESCRIPTION	SURFACE	SIZE	DOOR HEIGHT	QUANTITY REQUIRED	MONTHLY RENTAL (VAT INCL)
Half garage	12m <sup>2</sup>	3m x 4m	2.0m		R540.00
<sup>3</sup> / <sub>4</sub> garage	17m <sup>2</sup>	4.1 x 4.1	2.0m		R650.00
Single garage	18m <sup>2</sup>	3m x 6m	2.0m		R760.00
Double garage	36m <sup>2</sup>	6m x 6m	2.0m		R1 300.00
Single caravan	24m <sup>2</sup>	3m x 8m	2.6m		R1 100.00
Double caravan	48m <sup>2</sup>	6m x 8m	2.55m		R1 650.00
Double garage 1 door	40m <sup>2</sup>	5m x 8m	2.4m		R1 400.00
Double garage 1 door	50m <sup>2</sup>	5m x 10m	2.0m		R1 730.00

## RENTAL AGREEMENT FOR THE PERIOD INDICATED BELOW

*INDICATION OF PROBABLE RENTAL PERIOD	PLEASE TICK
SHORT TERM (1 – 3 months)	
MEDIUM TERM (3 – 6 MONTHS)	
LONG TERM (6 – 12 MONTHS +)	

\*The above indications are required only to assist us in planning and logistics. Our rental agreement is based on month to month rental and notice of cancellation may be given at any time as per the Agreement

*Initial each page:*

## LEASE AGREEMENT AND STANDARD CONDITIONS OF AGREEMENT (individuals, CPA legal entities and legal entities)

### 1. Definitions and Interpretation

- 1.1 In this Agreement, unless the contrary appears from the context, the following words shall have the following meaning:
- 1.1.1 **"Agreement"** shall mean this Self Storage Facility Rental Agreement;
- 1.1.2 **"commencement date"** shall mean the date of commencement of the rental period, as stipulated on page 1 of this agreement;
- 1.1.3 **"Property"** shall mean the property stored or to be stored by the Tenant, in the Unit/s;
- 1.1.4 **"Rental"** shall mean the amount charged by the Storage Provider as rental per month in respect of the Unit/s, as stipulated on page 1 of this Agreement, and shall include a reference to "Rent";
- 1.1.5 **"SAPS"** means the South African Police Services;
- 1.1.6 **"SARS"** means the South African Revenue Services;
- 1.1.7 **"Storage facility"** shall mean the entire Storage facility;
- 1.1.8 **"Unit/s"** shall mean the unit/s situated in the Storage Facility, to be rented to the Tenant for storage purposes, as stipulated on page 1 of this Agreement;
- 1.1.9 **"written"** shall include correspondence by hand, e-mail and/or fax and, where applicable, SMS, and shall include a reference to "in writing".
- 1.2 For the purpose of this agreement, the use of the singular incorporates the plural, use of one gender includes the other. A reference to a natural person includes a juristic person, and *vice versa*.
- 1.3 Any use of the term "including" shall include "without limitation" thereof.
- 1.4 An SMS will be sent only if the Tenant has failed and/or refused to provide the Storage Provider with a postal and/or e-mail address, or a fax number.

### 2. Property.

- 2.1 The Tenant desires to rent the Unit/s to store the Property, and the Storage Provider agrees to rent the Unit/s to the Tenant for such purpose.
- 2.2 The Tenant warrants that the Property does not include any of the following items:
- 2.2.1 Cash and/or securities;
- 2.2.2 Food and/or perishable goods;
- 2.2.3 Living plants and/or animals;
- 2.2.4 Waste, of any kind;
- 2.2.5 Flammable and/or hazardous items;
- 2.2.6 Illegal and/or stolen goods;
- 2.2.7 Toxic, polluted and/or contaminated goods;
- 2.2.8 Firearms, ammunitions and/or explosives;
- 2.2.9 Drugs, of any kind;
- 2.2.10 Radioactive materials;
- 2.2.11 And/or any other property which may negatively affect, in any way, the Storage Provider's Building Structure Insurance policy.

- 2.3 **The Tenant warrants that the Property is his exclusive property and that he is entitled to possession thereof and/or in any other way entitled to deal therewith.**

### 3. Rental and Payment

- 3.1 **The Rental shall be payable monthly in advance, on or before the 1<sup>st</sup> (first) calendar day of each month**, without deduction or set-off and free of any cash deposit fee or any other fee charged by the bank, into the Storage Provider's bank account.
- 3.2 Payments will first be allocated towards outstanding penalties and other fees, thereafter towards arrear rental and lastly towards the Rental.
- 3.3 The Tenant shall be obliged to pay any and all fees and/or penalties charged in terms of clause 17, in addition to the Rental.

### 4. Storage Term

- 4.1 This Agreement shall commence on the commencement date and shall continue indefinitely on a month to month basis, subject to cancellation in terms of clauses 4.2 or 6 below.

- 4.2 Either party to this Agreement may cancel same, without penalty (save where this Agreement provides otherwise) and without reason, upon 30 (thirty) calendar days written notice to the other party.

### 5. Annual tariff increase

- Notwithstanding the commencement date of this Agreement, a tariff increase of no more than 10% will apply with effect from 1<sup>st</sup> October of each year.

### 6. Breach

- 6.1 In the event that any party ("the defaulting party") breaches the terms and/or conditions of this Agreement, and fails to rectify such breach within 7 (seven) days after being requested thereto in writing by the other party ("the aggrieved party") then the aggrieved party shall be entitled, but not obliged (and without prejudice to any other legal right and/or remedy it may have) to-
- 6.1.1 Claim specific performance; or
- 6.1.2 Cancel the agreement and claim damages.
- 6.2 In the event that the aggrieved party is obliged to take any legal steps in order to enforce the terms and conditions of this Agreement, then the defaulting party shall be liable to pay the aggrieved party's legal costs on the scale as between attorney and client, including collection commission, tracing agent fees and VAT.
- 6.3 In the event that this Agreement is cancelled by the Storage Provider due to any breach by the Tenant, and the Property remains in the Unit/s for whichever reason, then the Tenant shall remain liable to the Storage Provider for the Rental in respect of each month or portion thereof that the Property remains in the Unit/s and the Storage Provider shall be entitled to accept payment of such Rental without prejudice to any of its rights.

### 7. Removal and Reclaiming of Property

- 7.1 The Tenant shall only be entitled to remove and/or reclaim the Property if all monies owing to the Storage Provider are paid up to date.
- 7.2 Subject to clauses 4.2 and 7.1 above, the Tenant may reclaim the Property at any time after any amount due and payable has been paid, by providing **24-hour written notice** of his intention to remove the Property and proof of payment to the Storage Provider.
- 7.3 Upon cancellation or termination of this Agreement, for whichever reason, and subject to the Storage Provider exercising its rights in terms of the tacit hypothec, the Property must be removed from the Unit/s not later than 12h00 (noon) on the last day of the rental period, provided that all Rental is paid up to date.
- 7.4 In the event that any monies are due and payable by the Tenant to the Storage Provider, the Storage Provider shall be entitled to require that all monies due and payable are in fact paid, before the Tenant may remove or reclaim the Property.
- 7.5 If the Tenant removes or reclaims the Property during a period for which payment has already been made and which period forms part of the 30 day notice of termination of Agreement, as contemplated in clause 6, then the Tenant shall not be entitled to a refund.
- 7.6 The Storage Provider may refuse to allow the Tenant to remove or reclaim the Property if the Storage Provider is instructed to withhold return thereof by a court order, Sheriff or Law Enforcement Officer, including representatives from the SAPS and SARS (including Customs).

### 8. Access and use of Unit/s and/or the Storage Facility.

- 8.1 The Storage Provider will allow the Tenant access to the Unit/s and/or Storage Facility at the following times –
- 8.1.1 **Monday to Sunday (including public holidays) between 06h00 and 20h00.** ). Any failure to comply with the access hours will render the Tenant liable to a penalty, as stipulated in clause 17 below.

- 8.2 On termination of lease the Storage Facility is to be vacated by no later than 20h00 on Mondays to Sundays (including public holidays between 06h00 and 20h00.
- 8.3 On the commencement date of this Agreement, the Tenant shall only be entitled access to the Storage Facility after **14h00**.
- 8.4 The Storage Facility and any and all Units shall be **utilized for storage of Property only and no other business of whatsoever nature**.
- 8.5 **The Tenant further acknowledges that he shall not be entitled to access the storage facility and/or any Unit/s, in the event that any Rental is in arrears, until such time as all arrear Rental is paid up to date.**
- 8.6 The Tenant shall not be permitted to drive any nails, or drill any holes, into the walls, floor or ceiling of the Unit/s. **No structures, including shelving, may be erected inside of the Unit/s, without prior written consent from the Service Provider. Nothing may be hung from the rafters.**
- 8.7 The Tenant shall be obliged to ensure that any and all vehicles and/or equipment, which is powered by any fuel and/or electricity, is stored with a minimal amount of fuel and that any electrical source, including a battery, is and remains disconnected, while such vehicle and/or piece of equipment is stored.
- 8.8 The Tenant shall not be allowed to use a generator, or any other piece of equipment which can generate power, in or near the Unit/s, and no vehicle and/or piece of equipment may be operated in or near the Unit/s, save as may be necessary to move the vehicle and/or piece of equipment in and/or out of the Unit/s.
- 9. Use of Property**
- 9.1 The Storage Provider will not use the Property, or permit it to be used by anyone else, without the Tenant's prior written consent.
- 9.2 Notwithstanding clause 9.1, the Storage Provider shall not be liable for any damage whatsoever to the Property during storage and/or any use thereof, or access to and/or use of the Unit/s or the Storage Facility.
- 10. Failure To Pay**
- 10.1 The Tenant agrees that the amount contained in the Lease Agreement issued by Talisman Storage shall be due and payable unconditionally by debit order or internet transfer in advance.
- 10.2 All charges must be paid in full before the goods may be removed from storage. The Tenant acknowledges that:
- a. all time limits imposed on the Tenant by the agreement must be complied with strictly;
- b. all goods in the Unit are subject to a general lien for all rentals and any other amounts owing to Talisman Storage by the Tenant.
- c. In the event of the rental not being paid in full within 7 (seven) days after written notice requiring it be remedied, Talisman Storage may enter the Unit using such force as is necessary and which shall include the cutting of any padlocks, in the presence of an appraiser and a witness, make an inventory of the goods in the Unit and take possession of such goods (including the right to remove same) in Talisman Storage's sole discretion and do any one or more of the following:
- i. without further notice or demand, to cancel this agreement (on notice to the Tenant to that effect) and without derogating from the rights of Talisman Storage to claim any arrear rentals and/or other amounts, payable to it and to claim and recover from the Tenant such damages as may be suffered in consequence of such breach and/or cancellation;
- ii. sell the goods by private arrangement or public auction to defray any unpaid rentals, or costs associated with collection of fees and/or costs associated with disposal of the goods; and/or
- iii. dispose of the goods in any other reasonable manner, as Talisman Storage sees fit;
- iv. whenever it is necessary in terms of this agreement to determine the market value of the goods, such value shall be at the expense of the Tenant be determined by an appraiser appointed by Talisman Storage whose valuation shall be final and binding on the Tenant.
- v. Talisman Storage shall be entitled to deny or restrict access by the Tenant (or any person purporting to represent the Tenant) to the Unit.
- d. If any money is recovered from the sale or disposal of goods, that money shall be applied as follows:
- i. first, to pay the costs of and associated with the sale or disposal of the goods (including the cost incurred with respect to any valuation, legal costs, collection fees and as may in any other manner have been incurred by Talisman Storage by exercising its rights and/or enforcing its remedies in terms of this Agreement or at law);
- ii. second, all rental and other fees owed to Talisman Storage and any costs incurred by Talisman Storage in connection with re-entering the Unit, storing and selling or disposing of the goods;
- iii. third, any excess will be paid over to the Tenant without interest.
- iv. fourth, in the event that the amount realized by the sale is not sufficient to cover all outstanding amounts, Talisman Storage may hold the Tenant liable for payment of the balance (minus reasonable costs of sale).
- 11. Condition of Unit/s when vacating**
- 11.1 The Tenant confirms that –
- 11.1.1 he is obliged to have the Unit/s broom swept and cleaned immediately after removal or reclaiming of the Property; and
- 11.1.2 all Property, including unwanted property, rubble and/or waste will be removed from the Unit/s and the Storage facility upon termination of this agreement.
- 11.2 In the event that the Tenant fails to comply with his obligations in terms of clause 11.1 above, the Tenant will be liable to pay a penalty as contemplated in clause 17 below.
- 12. Insurance**
- 12.1 The Tenant acknowledges and agrees that it is his sole responsibility to arrange that his Property is suitably insured whilst being stored in the Unit/s.
- 12.2 **THE STORAGE PROVIDER WILL ACCEPT NO RESPONSIBILITY FOR ANY DAMAGE AND/OR LOSS TO AND OF ANY PROPERTY, OF WHATSOEVER NATURE ARISING OUT OF ANY CAUSE WHATSOEVER, INCLUDING BURGLARY AND/OR THEFT, FIRE, WATER AND/OR STORM DAMAGE, OR ANY INJURY, HARM AND/OR DEATH TO AND/OR OF THE TENANT, OR ANY OTHER PERSON.**
- 13. Security**
- The Storage Provider will make reasonable provision for reasonably securing the Storage Facility, Unit/s and/or Property against theft, damage or any other loss whilst the Property is stored by the Storage Provider, but provides no guarantees in respect thereof. The Tenant will use only good quality locks to lock the unit and one key to be handed to the Storage Provider for safekeeping.
- 14. Notice of Attachment or Similar proceedings.**
- 14.1 The Storage Provider agrees, in as far as it is legally entitled to do so, to notify the Tenant if the Property is attached, the Unit/s is/are entered into, or if the Storage Provider receives any instruction to withhold return of the Property, in terms of an order of Court, by the Sheriff or any other Law Enforcement Officer, including representative from the SAPS and SARS (including Customs).
- 14.2 Any damages caused by the Sheriff or any other Law Enforcement Officer, including representatives from the SAPS and SARS (including Customs), to the Unit/s, or any other units in the Storage Facility, or the Storage facility, shall be for the account of the Tenant.
- 15. General**
- 15.1 Agreement constitutes the entire agreement between the parties.
- 15.2 No amendment, modification, variation or consensual cancellation hereof shall be valid and binding upon the parties unless reduced to writing and signed by the parties.
- 15.3 The Tenant shall not be entitled to cede any rights or obligations in terms of this Agreement without the written permission of the Storage Provider.

15.4 Except in so far as is included in this Agreement, no other representations, warranties, agreements and/or guarantees have been made and/or are binding upon, and between, the parties.

15.5 No extension of time or waiver or relaxation of any of the provisions or terms of this Agreement shall preclude any party thereafter from exercising its rights strictly in accordance with this Agreement, and no such extension of time or waiver or relaxation shall operate as an estoppel against the grantor thereof.

**16. Domicilium Address**

16.1 The parties hereby choose as their respective chosen *domicilium citandi et executandi* (address for service) of any legal process, document and/or notice, the physical addresses stipulated on page 1 of this Agreement.

16.2 Notwithstanding clause 16.1 above, any notice and/or document, excluding legal process, may be sent to the other party's fax number, e-mail address and, where applicable, mobile phone number, as stipulated on page 1 of this Agreement.

**17. Fees & Penalties**

17.1 All fees and/or penalties may be charged without prior notice to the Tenant.

17.2 **Fees and/or penalties which may be applicable and/or for which the Tenant may be held liable, are as follows –**

17.2.1 **Late payment fee of R175 for payment of Rental after the 7<sup>th</sup> of each month.**

17.2.2 Short payment fee of **10% of the Rental amount** if Rental and/or arrears are not settled in full.

17.2.3 SMS fee of **R5-00** per SMS sent.

17.2.4 Access to the facility will be denied after the 7<sup>th</sup> until the arrears are settled IN FULL.

17.2.5 If Storage unit is not broom-swept and cleaned when vacated, an **R80,00** cleaning penalty.

17.2.6 Rubble, unwanted property removal – minimum fee **R300.00**

17.2.7 Cost of repair of any other damage caused by the Tenant.

17.3.8 Breach in facility hours as per **Clause 8** will be charged at **R250 per 30 (thirty) minutes** or any part thereof.

**18. Indemnity and Disclaimer – NB**

18.1 The Tenant hereby expressly acknowledges and agrees that:  
18.1.1 he is aware of the dangers and risks involved in storing the Property at the Storage facility, including the risks relating to *inter alia* –

18.1.1.1 personal injury, harm and/or death of the Tenant or any other person;

18.1.1.2 burglary and/or theft, fire, water, electrical and/or storm related damages to any property; and/or

18.1.1.3 any other risk of whatsoever nature;

18.1.2 he accepts such risks in full;

18.1.3 the Property is stored at the Storage facility at his sole risk and that the Storage Provider shall not be liable for any loss and/or damage of whatsoever nature to any property, arising from whatsoever cause, or injury, harm and/or death to and/or of the Tenant or any other natural person, arising from whatsoever cause.

18.2 The Tenant hereby expressly releases the Storage Provider and any and all members, employees and/or representatives of the Storage Provider, from any liability whatsoever, including liability for any loss and/or damage of whatsoever nature to any property, arising from whatsoever cause, or injury, harm and/or death to and/or of the Tenant or any other natural person, arising from whatsoever cause and waives any and all rights to claim any such loss, damages, injury, harm and/or death from the Storage Provider, its members, employees and/or representatives.

18.3 The Tenant hereby expressly and irrevocably indemnifies the Storage Provider, its members, employees and/or representatives against any claim being instituted by any person in respect of loss and/or damage of whatsoever nature to property, arising from whatsoever cause, or injury, harm and/or death to and/or of the Tenant or any other natural person, arising from whatsoever cause, relating to, *inter alia*, the use of and/or access to the Storage facility and/or the Unit/s.

**THE TENANT HEREBY EXPRESSLY ACKNOWLEDGES THAT HE READ THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THE PROVISIONS OF CLAUSE 18 RELATING TO INDEMNITY AND DISCLAIMER, THAT HE UNDERSTANDS THE MEANING AND EFFECT THEREOF AND THAT HE CONSIDERS SAME BINDING UPON HIM. IN SO FAR AS THE SIGNATORY OF THIS AGREEMENT ACTS IN A REPRESENTATIVE CAPACITY ON BEHALF OF THE TENANT, THE SIGNATORY HEREBY EXPRESSLY WARRANTS THAT HE IS ENTITLED TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE TENANT AND IS DULY AUTHORISED TO BIND THE TENANT HERETO.**

**SEE ANNEXURE 'A'**

Signed at .....on this ..... day of

..... 20 .....

\_\_\_\_\_  
Signature – “the Tenant”

\_\_\_\_\_  
Signature – Witness

\_\_\_\_\_  
Full name of Witness

\_\_\_\_\_  
Signature – “the Storage Provider”

\_\_\_\_\_  
Signature – Witness”

\_\_\_\_\_  
Full name of Witness

*Initial each page:*