



Lease Agreement

between

Landlord:

Talkand cc T/A Green Elephant Backpackers
CK: 1994 006530 23
57 Milton Road, Observatory, 7925
E-mail: stay@greenelephant.co.za
Tel. and WhatsApp: 021 448-6359

And

Lessee:

First Name: _____

Surname: _____

ID/Passport: _____

Nationality: _____

Residency Status: _____

Cell: _____

E-mail: _____

1.1 Premises: _____

Being a room or a bed in a room, as described above, in a communal living house sharing with others.

The bed or room may be changed from time to time for maintenance, renovation or to suit better occupancy configurations, but the room type will remain the same.



1.2 Number of occupants: _____

2. 2.1 Rental: _____

2.2 Rent for additional occupants: _____

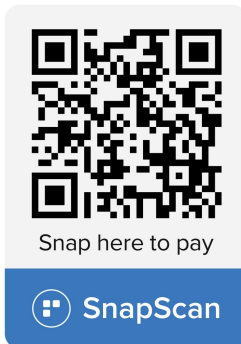
2.2 Rental is due in advance and payable by the last day of the previous month.

Rental can be paid via eft (in which case must reflect in the bank account on the last day of the previous month) or via credit/debit card or Snapscan.

2.3 Bank Account: If paying via eft the rental is to be paid into the following bank account:

Talkland cc T/A Green Elephant Backpackers
FNB
Branch code 250-655
Cheque Account number 62257 439 341.

2.4 SnapScan: Payment by SnapScan using QR code:



2.5 Use the following Reference for SnapScan or EFTpayments: _____



3. Lease Period:

3.1 Commencement: _____

3.1 End date (or month-to-month): _____

3.2 Rooms are to be vacated by 12pm on the last day of the month of tenancy or by 12 pm on the 30th day after notice is received.

3.3 Month-to-Month leases can be cancelled with 30 days notice from either party i.e. if notice is given on the 20th March, then the tenancy will expire 30 days later and rental is due for the full 30 day notice period.

3.4 Notice to be e-mailed to stay@greenelephant.co.za stating the date by 12pm in which you will be vacating subject to clause 3.3 above.

4. Sub-letting: No sub-letting without written permission of the landlord.

5. Deposit: _____

5.1 Bank account for return of deposit:

Name of Account holder: _____

Bank: _____

Branch Code: _____

Account number: _____

Account Type: _____

Deposits do not attract interest and are refundable within 7 days after departure less any breakages, damages or rental due.



6. Furniture:

6.1

6.2

6.3

6.4

6.5

7. Rules: This lease is subject to the rules in “Addendum 1 - House Rules.
Failure to abide by these rules may result in termination of this lease and eviction.

8. Lodger Register as per Immigration Act Requirements:

As of 26 May 2014, the Immigration Act 13 of 2002 has been amended. Section 40(1) of the Act, read together with Regulation 36, requires Landlords to keep a register containing details of all persons who are provided with lodging or sleeping accommodation. The Register must, in respect of a lodger, contain:

- his or her full names and surname;
- a copy of his or her identification document or passport;
- his or her residence status in the Republic; and
- his or her normal residential address.

Under the Act each lodger must sign the register and furnish the prescribed particulars regarding him/herself.

The Lessee agrees that his/her signature on this lease agreement includes confirmation of his/her details to be kept by the Landlord in compliance with this requirement.

9. Indemnity: The Lessee hereby indemnifies Green Elephant, it’s staff, agents and owners from any loss or damage which may occur and accepts that the premises are leased to multiple residents whom’s conduct Green Elephant cannot be accountable for.

Insurance is for the Lessee’s own account, the landlord takes no responsibility nor liability for theft or damage to property or person.



The Lessee further acknowledges that there is a swimming pool on the premises and accepts the potential risks of drowning or injury associated with its presence and undertakes to be cognisant of the dangers.

The Lessee hereby indemnifies Green Elephant for any damages or loss of life on the premises including around the swimming pool.

10. Should the Lessee fail to make payment on the due date/s, the Landlord shall demand the outstanding amount from the Lessee together with legal costs; failing which the Landlord, without notice, shall be entitled to apply to the relevant Magistrate's Court for judgement against the Lessee for the outstanding amount including legal costs – the Lessee agrees to judgement in this regard.
11. No variation in terms of this agreement, novation, or cancellation by mutual consent shall be of any force or effect unless reduced to writing and signed by both the Landlord and Lessee.
12. The Lessee hereby consents that, and authorises the Landlord to, at all times furnish information concerning the behaviour, profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the Lessee to any registered credit bureau or to any credit or service provider (or potential credit or service provider) seeking a trade reference regarding the Lessees dealings with the Lessor.
13. The Lessee acknowledges that the Landlord is affiliated to TPN Credit Bureau, a registered credit bureau, all account payment profiles, patterns and behavior is recorded monthly with the credit bureau for the purposes as per the National Credit Act.
14. Contact details of two contactable relatives or friends of the lessee:
 - 14.1 Name: _____ Relation: _____
Cell. _____ e-mail: _____
Address: _____

 - 14.2 Name: _____ Relation: _____
Cell. _____ e-mail: _____
Address: _____

15. Alternative physical address for the lessee (eg. family home):



16. Lessees Employment/study details:

Employer/School/University Name:
Position:
Address:

17. Lease is subject to first month rent being paid by _____.

Signed at Cape Town on ___ day of _____ 2020.

Lessee

Witness

Name of Witness

For Landlord

Witness:

Name of Landlords representative

Name of Witness