

Agreement (Address: _____)

Between:-

Ringelmann and Niebuhr Property Partnership
t/a VARSITY HOMES (“VH”)

And

(“the Boarder”) _____ Contact No: _____

and

(“the Surety”) _____ Contact No: _____

in respect of

(“the room”) _____ Student No: _____

Full particulars of the Boarder and Surety is attached hereto in the attached
“Addendum A”

1. HIRE OF ROOM

VH hires the room to the Boarder on the terms of this agreement.

2. VH’s OBLIGATIONS

VH undertakes that:-

The house/residence in which the room is situated will have a furnished communal living room, a kitchen with stove and fridge and ablution facilities to which the Boarder will have access along with other residents;

The house/residence will have water and electricity, a cleaning service and, where necessary, a garden service, all at the expense of VH. VH will not be held responsible for lack of this supply due to failure on the behalf of normal service providers to supply the above.

In the event of the total or partial destruction of the property or any portion by any cause VH shall be entitled to terminate the lease failing which it shall continue, but the Boarder shall during the period during which the property or any part thereof is unfit for occupation be entitled to a proportionate abatement of rent. The Boarder or any of his representatives, shall have no claim for compensation against Ringelmann and Niebuhr Property Partnership, its members or representatives, but should the destruction be due to the default or negligence of the Boarder, his family, friends, servants, or persons occupying the property under him, Ringelmann and Niebuhr Property Partnership shall under these circumstances be entitled to claim payment of such damages as Ringelmann and Niebuhr Property Partnership may have suffered.

3. DURATION

Notwithstanding the date of signature of this agreement, the hire of the room shall commence on _____ and shall endure until **30 November 20__**. This contract is mutually binding, but under **extraordinary circumstances**, a **one month** notice period may be served in writing by either party. Deposit and/or levy will not be refunded in these circumstances, and all payments due must be settled. If the boarder is an undergraduate then the boarder is required to leave the premises not later than 7 days after the last exam of the year written by that student. The student may leave their belongings in the room until expiration of the lease period.

4. FEES

As consideration for the right to occupy the room and the services referred to in 2. above, the Boarder shall pay the following:-

A deposit of **One (1) Month's Rent**

DEPOSIT

The Boarder will not be allowed to utilize the deposit as payment for the final month's rent

Upon the lapse of the rental period, the deposit will be repayable to the Boarder, and will be paid within 21 days of the expiration of the tenancy, by VH to the boarder, provided that

VH shall be entitled to recover from the Boarders deposit, all the necessary expenses to repair the Room to the exact same condition it was in, before the date of the commencement of the tenancy in terms of this agreement, normal wear and tear and wastage over a length of time excluded but including the cleaning of carpets where applicable and the repainting of the Room

VH shall be entitled to recover from the Boarders deposit, all the necessary expenses to repair the Communal Areas to the exact same condition it was in, before the date of the commencement of the tenancy in terms of this agreement, normal wear and tear and wastage over a length of time excluded but including the cleaning of carpets where applicable and the repainting of the Communal Areas.

VH shall be entitled to recover from the Boarders deposit, all outstanding fines plus any penalties or interest for late payment.

4.2.1 A monthly fee of _____ to be paid to VH's bank account* as follows:-

4.2.2 The first months' fees, on signature of this agreement;

4.2.3 Thereafter monthly, **on or before the fifth day** of each and every month.

****Banking details:***

Account Name: RINGELMANN AND NIEBUHR PROPERTY PARTNERSHIP

Bank: FNB

Branch: Dalton Code:220231

Account number: 62138582409

Deposit reference: Boarder Name & Surname

4.3 Overdue payments shall attract R50 plus interest at prime plus 2% unless specific arrangements have been made with VH management.

5. BOARDER'S OBLIGATIONS

The Boarder shall:-

Not permit any person other than him or herself to reside in the room; unless by arrangement with VH management.

Act in a matter which is courteous to his or her fellow residents, and which does not disturb fellow residents' ability to study and /or neighbors;

Throughout the duration of this agreement, maintain the room in good order and condition, and promptly repair or make good all damage occurring to the room or living areas during this agreement, whatever the cause of such damage, replacing all items which have been broken, lost or destroyed, including kitchenware, again regardless of cause; and allow the cleaning services of VH to clean the room at times.

On termination of this agreement, return the room to VH in good order, condition and repair, fair wear and tear excepted;

Abide by the Code of Conduct and General Residence Rules prepared by the University of Natal, insofar as they are applicable. A copy is available from the University on request.

The Boarder undertakes to abide by the rules attached hereto, marked "Addendum B" House Rules and Regulations

Violation of these House Rules and Regulations could be viewed as a breach of contract in the exclusive discretion of VH

The attached "Addendum B" House Rules and Regulations is to be read as part of the contract as a whole, and the Boarder will be deemed to have agreed to these House Rules and Regulations at the signing of this contract. Furthermore, all Boarders of the premises and other persons to whom the right of occupation was given by the owner of any of the relevant premises, is deemed to have knowledge of the content of these House Rules and Regulations, and shall abide by these House rules and regulations notwithstanding any other provisions contained in any lease agreement and/or in the provision of such a right to occupation.

VH reserves the right to prescribe certain fines by way of notice for the violations of any of the House Rules and Regulations in "Addendum B" and in the event of repeated violations of any of the House Rules and Regulations and/or terms and conditions of this contract, to immediately cancel the Agreement and repossess the Room without prejudice to any of his rights to claim unpaid rental and/or damages and/or unpaid fines as a result of the breach of contract of the Boarder, and no deposits will be refunded in this instance.

The boarder undertakes to pay fines immediately, but no later than 30 days from being issued the fines. Fines paid later than 30 days will incur a R50 penalty per fine per month.

Together with any of his/her associates, family, guardians or other representative be entirely responsible for the insurance of their own belongings and have no claim against Ringelmann and Niebuhr Property Partnership, its members, employees or associates for any losses which may occur regardless of the cause of these losses.

Not be associated in any way with the use of illegal substances either on the premises where the room is situated or off the premises. Should the boarder be suspected of association with illegal substances, then the boarder will be required to vacate the room immediately without compensation or re-fund and the lease will immediately be cancelled.

The boarder may only use the leased premises for the purpose of private residence.

The tenant hereby consents that, and authorizes the landlord or agent to, at all times:-

a) contact, request and obtain information from any credit provider (or potential credit provider) or registered credit bureau relevant to an assessment of the behavior, profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the tenant;

b) furnish information concerning the behavior, profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the tenant to any registered credit bureau or to any credit provider (or potential credit provider) seeking a trade reference regarding the tenant's dealings with the landlord.

6. BREACH

Should the Boarder default in any payment due under this agreement of be in breach of its terms in any other way and fail to remedy such breach within 7 (SEVEN) days after receiving a written demand that it be remedied, VH shall in either event be entitled, without prejudice to any other rights available to it, to cancel this agreement, be repossessed of the room and recover from the Boarder damages for the default for breach and the cancellation of this lease.

7. ASSIGNMENT AND SUBLETTING

The Boarder shall not be entitled, except with the prior written consent of VH, to cede or assign his/her rights and obligations under this agreement, or to sublet the room.

8. SURETYSHIP

The Surety hereby agrees to bind him/herself to VH as surety and co-principal debtor for all the obligations of the Boarder to VH under this agreement as well as those arising in consequence of any termination of this agreement.

9. DOMICILIUM

The Boarder and Surety appoint as their domicilium citandi at executandi the following address:-

DATED at _____ this ____ day of _____ 20__

As Witnesses:-

1.

For VARSITY HOMES

DATED at _____ this ____ day of _____ 20__

As Witnesses:-

1.

THE BOARDER

DATED at _____ this ____ day of _____ 20__

As Witnesses:-

1.

SURETY

Varsity Homes contact details:

Mr. Gerald Niebuhr
 Cell: 082 578 4754
 Fax: 086 664 5084
 e-mail: gerald.niebuhr@gmail.com
 PoBox 444, Dalton, 3236

Mr. Peter Ringelmann
 Cell: 083 264 0142
 Fax: 031 762 1608
 e-mail: pringelmann@southey.co.za