

## OFFER TO LEASE

### A. INFORMATION TO BE COMPLETED BY APPLICANT:

Company name <input style="width: 95%;" type="text"/>	Trading as (if applicable) <input style="width: 95%;" type="text"/>
Registration number <input style="width: 95%;" type="text"/>	VAT number (if applicable) <input style="width: 95%;" type="text"/>
Company website (if applicable) <input style="width: 95%;" type="text"/>	
Broker company name (if applicable) <input style="width: 95%;" type="text"/>	Broker name & surname (if applicable) <input style="width: 95%;" type="text"/>
<b>Tenant contact information:</b>	
Name & surname <input style="width: 95%;" type="text"/>	Contact number +27 <input style="width: 95%;" type="text"/>
E-mail address <input style="width: 95%;" type="text"/>	Postal address <input style="width: 95%;" type="text"/>
Physical address <input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
Code: <input style="width: 95%;" type="text"/>	Code: <input style="width: 95%;" type="text"/>

### B. BASIC MONTHLY RENTALS:

(All amounts are exclusive of VAT)

Property <input style="width: 95%;" type="text"/>	Explanation of business <input style="width: 95%;" type="text"/>
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
Block <input style="width: 95%;" type="text"/> Suite <input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
Lease period <input style="width: 95%;" type="text"/> years Escalation rate <input style="width: 95%;" type="text"/> %	Tenant installation allowance R <input style="width: 95%;" type="text"/> /m <sup>2</sup>
Beneficial occupation date <input style="width: 95%;" type="text"/>	Lease commencement date <input style="width: 95%;" type="text"/>
<b>PREMISES:</b>	<b>BALCONY(S):</b>
Area <input style="width: 95%;" type="text"/> m <sup>2</sup>	Area <input style="width: 95%;" type="text"/> m <sup>2</sup>
Rate R <input style="width: 95%;" type="text"/> /m <sup>2</sup>	Rate R <input style="width: 95%;" type="text"/> /m <sup>2</sup>
	<b>STOREROOM(S):</b>
	Area <input style="width: 95%;" type="text"/> m <sup>2</sup>
	Rate R <input style="width: 95%;" type="text"/> /m <sup>2</sup>
<b>PARKING:</b>	
<input style="width: 95%;" type="text"/> Basement bays @ R <input style="width: 95%;" type="text"/> per bay	
<input style="width: 95%;" type="text"/> Shaded bays @ R <input style="width: 95%;" type="text"/> per bay	
<input style="width: 95%;" type="text"/> Open bays @ R <input style="width: 95%;" type="text"/> per bay	

\*Air-conditioner service fee: R98 per unit per month

### C. DEPOSIT & SURETY:

(Complete where applicable and **tick deposit box**)

REFER TO **CLAUSE 3** AS PER THE TERMS AND CONDITIONS OF THE OFFER TO LEASE.

2 month's deposit WITH surety R  **OR**  3 month's deposit WITHOUT surety R

Fill in the below details should you wish to sign surety:

<b>1</b> First name/s & Surname	ID Number	Signature
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
<b>2</b> First name/s & Surname	ID Number	Signature
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
<b>3</b> First name/s & Surname	ID Number	Signature
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

\*Deposit is calculated on exiting rental plus 15%.

## D. SPECIAL CONDITIONS:


## E. CREDIT REQUIREMENTS & REFERENCES:

A LIST OF DOCUMENTATION AND INFORMATION **REQUIRED** FROM APPLICANTS CAN BE VIEWED ON **PAGE 4 OF THE TERMS AND CONDITIONS DOCUMENT.**

### SUPPLIER REFERENCES:

<b>1</b>	Name of company	<input type="text"/>	Contact name	<input type="text"/>	Contact number +27	<input type="text"/>
			Name in which account is held	<input type="text"/>		
	Account number	<input type="text"/>	E-mail address	<input type="text"/>		
<b>2</b>	Name of company	<input type="text"/>	Contact name	<input type="text"/>	Contact number +27	<input type="text"/>
			Name in which account is held	<input type="text"/>		
	Account number	<input type="text"/>	E-mail address	<input type="text"/>		

### LANDLORD REFERENCE:

<b>3</b>	Current Landlord	<input type="text"/>	Contact number +27	<input type="text"/>	
	Address of leased premises	<input type="text"/>			
	Contact name of Landlord	<input type="text"/>	Name of lease holder	<input type="text"/>	
	Account number	<input type="text"/>	E-mail address	<input type="text"/>	
<b>4</b>	<b>WHERE COMPANY OWNS PROPERTY IF NOT LEASED</b>				
	Name of property owner	<input type="text"/>	Address	<input type="text"/>	
	Erf description	<input type="text"/>	Contact number +27	<input type="text"/>	
	Current amount owing on bond	R	<input type="text"/>		
	Total amount purchased	R	<input type="text"/>		
	Current value	R	<input type="text"/>		

I/We the undersigned declare that the information is to my knowledge true and correct as stated herein. By signing the below, you agree that the above information is correct and agree to our **Terms and Conditions of our Offer to Lease**

## F. APPLICANT:

Tenant name	<input type="text"/>	Signed at	<input type="text"/>
Date	<input type="text"/>		
<b>SIGNATURE</b>	<input type="text"/>		
Witness 1 signature	<input type="text"/>	Witness 2 signature	<input type="text"/>

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## OFFER TO LEASE TERMS & CONDITIONS

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### 1. OTHER CHARGES:

In addition to the rental stated in Section B:

- 1.1 The Tenant shall be liable for and shall pay for any charges arising out of its use of electric current, gas, water, sewer and refuse removal and any other services as required by it in respect of the Premises. The word "use" in the aforesaid sentence shall include the Tenant's pro rata share of the charges for the supply of similar and related services to the common areas of the property of which the Premises form part.
- 1.2 The Tenant shall pay to the Landlord its pro-rata share of the increases in rates and taxes after the commencement date.
- 1.3 The Tenant shall be liable for and shall pay its pro-rata share towards Business/City Improvement District Fees, should this apply within the suburb where the building is situated.
- 1.4 The Tenant shall be liable for and shall pay its pro-rata share towards any increases in park levies and/or other levies, should this apply to the building.
- 1.5 The Tenant shall be liable for and shall pay for the service and maintenance of airconditioning units, within the premises (where applicable).
- 1.6 The Tenant shall be liable for and shall pay its pro-rata share towards any fuel recoveries related to generator power supply should this apply to the building.

Should the Tenant be granted beneficial occupation for fitting-out and fixturing purposes prior to the commencement date, the Tenant shall not pay rental during such beneficial period but shall be liable for other charges as per above. All other terms and conditions of this Offer to Lease shall apply from the beneficial occupation date.

### 2. LEASE COSTS:

The Tenant shall pay all lease costs for this Agreement of Lease and any replacement Agreement of Lease at a cost of **R 1 900.00** + VAT per Agreement of Lease.

### 3. DEPOSIT & SURETY:

- 3.1 Should the Tenant elect to sign surety in the terms stated on the offer, the Tenant shall provide a deposit/irrevocable bank guarantee equivalent to 2 (two) months basic rental including parking, balcony and storeroom rentals plus VAT, calculated on the last month of the Agreement of Lease.  
**OR**  
Should the Tenant not sign surety in the terms stated on the offer, the Tenant shall provide a deposit/irrevocable bank guarantee equivalent to 3 (three) months basic rental including parking, balcony and storeroom rentals plus VAT, calculated on the last month of the Agreement of Lease.
- 3.2 The deposit/irrevocable bank guarantee shall be paid to the Landlord upon signature of the Agreement of Lease. Notwithstanding this, the Tenant shall not be granted access to the premises until such deposit/irrevocable bank guarantee is paid.
- 3.3 The deposit/irrevocable bank guarantee shall be retained by the Landlord until 3 months after the expiry of the Agreement of Lease and the premises having been vacated by the Tenant and the complete discharge of the Tenant's obligations to the Landlord.
- 3.4 Utilities are separately metered and charged by an independent utility management company and a separate deposit will be required.

#### **4. TENANT INSTALLATION ALLOWANCE:**

- 4.1 A Tenant installation allowance as indicated in Section B of the Offer to Lease will be given to the Tenant, on the rentable office area of the premises, (excluding balconies, storage areas etc). In the case of an overrun this will be for the Tenant's account. This Tenant installation allowance will be payable upon inspection and against written proof (in the form of an original VAT invoice) being provided to the Landlord that such expenditure has been expended on/in the leased premises, within three months from the commencement date. The Tenant shall undertake all work necessary for its occupation and operation in the premises. Notwithstanding the aforementioned installation, the Tenant shall, at termination of the Agreement of Lease, return to the Landlord the abovementioned premises in good order and condition, fair wear and tear only excepted.
- 4.2 The Landlord shall be responsible for providing to the Tenant a Certificate of Electrical Compliance within 14 (fourteen) days of the commencement of the lease to ensure that the premises are electrically compliant in terms of the requirements of the relevant authority as well as the Occupational Health and Safety Act (as amended).

#### **5. LAYOUT PLANS:**

The Tenant is required to submit to the Landlord, design drawings of the leased premises prepared in accordance with the design criteria for the building. Such drawings are to be of a suitably high standard. The Landlord must approve such design drawings prior to the commencement of fit out of the leased premises.

#### **6. MAINTENANCE:**

The Tenant shall maintain the internal premises (including any air-conditioning equipment servicing the leased premises) to the reasonable satisfaction of the Landlord.

#### **7. VALUE ADDED TAX (VAT):**

It is specifically recorded that all amounts referred to herein are exclusive of VAT. The Tenant shall in addition to all amounts payable in terms of the Agreement of Lease, pay to the Landlord all Value Added Tax or any similar tax, levy or duty which may be payable by the Landlord upon demand.

#### **8. COMMISSION:**

The Tenant records that the broker and broker company, as mentioned in the Offer to Lease, is the effective cause of this transaction being entered into. Should an Agreement of Lease be entered into between the parties hereto, then commission at the rate of 5% of the first and second year's rental and 2.5% on the next three years' rental and 1.5% on the next three years' rental and 1% on the balance of the lease period shall be paid by the Landlord to the broker company. However should only a one year Agreement of Lease be entered into between the parties hereto, then commission equal to one month's rental and shall be paid by the Landlord to the broker company. The commission will only be due and payable by the Landlord upon receipt of the original Agreement of Lease, payment of the required deposit, first month's rental and lease fees, together with all suspensive conditions being fulfilled.

#### **9. LIABILITY:**

The Landlord shall have no liability concerning any loss or damage suffered by the Tenant relating to the premises.

#### **10. TRANSFER OF RIGHTS:**

The Tenant undertakes not to cede, transfer, pledge or in any way dispose of its rights in terms of the Agreement of Lease and may not sub-let the leased premises or any part thereof without the prior written consent of the Landlord which shall not be unreasonably withheld.

#### **11. NO WARRANTIES:**

The Tenant records that it is not entering into this Offer to Lease by reason of any warranty or representation made to him by or on behalf of the Landlord, other than as set out in this Offer to Lease.

#### **12. LEGAL COSTS:**

The Landlord shall be entitled to recover from the Tenant all legal costs incurred by it, including attorney/client charges, tracing fees and such collection commission as the Landlord is obliged to pay to its attorneys.

### **13. CERTIFICATE OF BALANCE:**

Any certificate issued under the signature of the Landlord's property manager for the time being that purports to certify any amount due in terms of the Agreement of Lease shall be accepted as prima facie proof of such indebtedness and shall have sufficient probative value to enable the Landlord to obtain summary judgement or provisional sentence against the Tenant in any competent court, for the amount stated in such certificate, and the Tenant accepts the onus of disproving the amount so stated as not being the amount owing.

### **14. AGREEMENT OF LEASE:**

This document constitutes a firm and irrevocable offer which may be accepted in writing and which shall remain open for acceptance by the Landlord within 10 days of its receipt by the Landlord. If this offer has been accepted by that date, a firm and binding Agreement of Lease shall come into existence. A more comprehensive Landlord's standard Agreement of Lease containing provisions not inconsistent herewith will in due course, and in the Landlord's sole discretion replace such Offer to Lease. No Agreement of Lease shall come into existence before the Landlord accepts this offer in writing, together with an acceptable credit clearance report, and the Tenant shall not be entitled to claim or allege the existence of any Agreement of Lease arising out of any negotiations or alleged oral agreement.

### **15. COMPLIANCE AND CONSENT:**

- 15.1 The Tenant hereby consents to the Landlord collecting and processing its personal information for all purposes related to this Offer to Lease, in accordance with the provisions of the Protection of Personal Information Act, which processing shall include but not be limited to:
- a. Obtaining, contacting, requesting and providing any information to any credit provider or bureau or third party concerning an assessment of the whereabouts, profile, payment patterns, suitability, behaviour, indebtedness and or credit worthiness of the Tenant and the directors/members of the Tenant;
  - b. Providing references where necessary regarding the Tenant's payment patterns and behaviour with the Landlord;
  - c. Sending rental accounts and statements;
  - d. Allocating payments;
  - e. Facilitating general communication;
  - f. Instituting action in the case of a breach of the Offer to Lease or Agreement of Lease;
  - g. Processing of personal information in the event of a sale of the premises or property;
- 15.2 The Tenant acknowledges that their personal information may be made available to those inspecting the books of account and records of the Landlord.
- 15.3 The parties undertake to each other that they shall comply with the provisions of any data protection and/or privacy legislation and/or regulations as may become applicable to the parties in relation to the disclosure of information.
- 15.4 The parties indemnify and hold each other harmless from any direct liability arising from their failure to comply with the statutory obligations contained in the provisions of any data protection and/or privacy legislation and/or regulations.
- 15.5 The Estate Agent or Property Broker acknowledges and confirms that it possesses information that may be classified or may be deemed as private, confidential or as personal information and therefore undertakes and warrants to the Landlord that it, and its employees, will comply with the provisions of any data protection and/or privacy legislation and/or regulations as may become applicable to the parties in relation to the disclosure of information in relation to all its dealings with the Landlord including but not limited to facilitating an Offer to Lease and or Agreement of Lease with a prospective Tenant. The broker hereby indemnifies and holds the Landlord harmless from any liability arising from their failure to comply with the statutory obligations contained in the provisions of any data protection and/or privacy legislation and/or regulations.
- 15.6 The Tenant acknowledges that their personal information may be made available to the Landlord's directors, employees, contractors, sub-contractors, agents, consultants, subsidiary and/or affiliated group companies, and/or representatives reasonably requiring such information for purposes of this Offer to Lease.

### **16. OTHER:**

The stated premises area is of gross value and includes a common area portion.

### **17. CREDIT ASSESSMENT:**

The Landlord has the Tenant's consent and the consent of the directors/members of the Tenant, to at all times, obtain information from a credit bureau or third party concerning an assessment of the profile, payment patterns, suitability and or credit worthiness of the Tenant and the directors/members of the Tenant. I/We indemnify Fieldspace Property Group from any claim of whatsoever nature that may arise out of this offer and annexures attached hereto.

## 18. CREDIT REQUIREMENTS:

- A. If the client is a **natural person, ALL of the following documents** are required:
1. **Certified Copy of Identity Document** (in colour. Card - front and back).
  2. **Proof of Residence** (Such as municipal, telephone account etc. and not older than 3 months).
  3. **SARS document** reflecting your Income Tax number & if registered for VAT a SARS document reflecting your VAT number.
  4. **Tax Compliance Status PIN** (to verify your tax compliance status).
  5. **Bank Statements** for the last 6 months.
- B. If the client is a **Company, Close Corporation or Trust, ALL of the following documents** are required:
1. **Certified Copies** of Company/Close Corporation/Trust Documentation (CM1, CM22, CM29 or Trust Deed).
  2. A **Utility Bill** in the name of the entity (Such as municipal, telephone, bank account etc. and not older than 3 months) or existing Lease agreement.
  3. **SARS document** reflecting your Income Tax number & if registered for VAT a SARS document reflecting your VAT number.
  4. **Tax Compliance Status PIN** (to verify your tax compliance status).
  5. **Certified Copies of Identity Documents** of ALL Directors and Shareholders of Companies/Members of Close Corporations/Trustees of a Trust/Sureties and proof of a person's authority to act. (eg. CM29, CK1&/2).
  6. **Proof of Residence** (Such as municipal, telephone account etc. and not older than 3 months) for each of the Directors and Shareholders of Company/Members of Close Corporations/Trustees of a Trust/Sureties.
  7. **Bank Statements** for the last 6 months for the Company/Close Corporation/Trust/Sureties.
  8. Latest signed off **audited financials** for the company/Close Corporation/Trust.

The Tenant agrees to provide all such additional information and or documentation that may be required by the Landlord to conduct any further reference / checks or other inquiries as the Landlord may deem necessary on the Tenant, its Directors / Members / Trustees / Representatives / Sureties / Shareholders in relation to this Offer to Lease / Agreement of Lease.