

JUNGLE GYM WORLD

PLOT 67, TULIP STR, MONAVONI AH, CENTURION

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JUNGLE GYM WORLD CC

LEASE AGREEMENT

THIS AGREEMENT is made

BETWEEN:

(1) **JUNGLE GYM WORLD CC 1999/059650/23**

whose registered office is at PLOT 67 , TULIP STREET MONAVONI) (“the Lessor”)
and

(2) _____ ID NUMBER _____

whose DOMICILIUM ADDRESS is at

(_____)

whose DELIVERY ADDRESS is at

(_____)

(“the Lessee”)

WHEREAS

The Lessor is the owner of the **JUNGLE GYM** and is willing to lease the **JUNGLE GYM** to the Lessee on the following terms and conditions

NOW IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

In this Agreement, except where the context otherwise requires, the following words and expressions shall have the following meanings:

1.1 **JUNGLE GYM** means the **STRUCTURE AND** accompanying equipment described in the **INVOICE** and includes all spare parts supplied or to be supplied by the Lessor

1.2 **MONTH** means **THIRTY DAYS FROM DATE OF DELIVERY** of the structure to the lessee

- 1.3 ; **“Delivery Date”** means the date for delivery specified in the invoice
- 1.4 **“Delivery Place”** means the place for delivery as specified above
- 1.5 **“Lease Period”** means the period for the lease of the JUNGLE GYM;
- 1.6 Headings are given for convenience only and shall not affect interpretation;
- 1.7 Any reference to either party includes its permitted successors, assigns and delegates;

Agreement of lease

The Lessor agrees to lease and the Lessee agrees to take on lease **THE JUNGLE GYM** as per invoice from the Delivery Date for the Lease Period of _____ months subject to the terms of this Agreement and in particular the term that the **JUNGLE GYM** will remain the sole property of the Lessor at all times.

INITIAL PAYMENT

- An initial payment of double the agreed RENTAL AMOUNT will be due on or before the AGREED DATE OF DELIVERY.
- This initial payment comprises:
 - the first months RENTAL payment of the contract upfront, plus
 - a DEPOSIT equal to ONE MONTHS rental. This deposit will be utilised either for the last months contract payment OR if rental payments are in arrears in any way.
- Should the ENTIRE contract price be paid upfront, this will be due ON OR BEFORE DELIVERY.

MONTHLY RENTAL PAYMENT OPTIONS

JUNGLE GYM WORLD cc provides three (3) payment options for all rentals as stipulated below:

- 1) Payment in advance:
 - The whole contract price could be paid in ADVANCE in which case the lessor will grant the lessee one months free rental at the end of the rental period
- 2) Payment via Debit Order:
 - Should the LESSOR choose this payment option, a separate DEBIT ORDER FORM will need to be completed to have the monthly rental automatically deducted by JUNGLE GYM WORLD cc
- 3) Payment via Electronic Funds Transfer (EFT)
 - Should THE LESSOR choose to make payment manually, the following conditions apply:
 - i. Payment will be monthly IN ADVANCE
 - ii. Invoices will be sent to THE LESSOR on the 15th of every month for payment to be affected before the 7th of the following month
 - iii. Should payments be in arrears, JUNGLE GYM WORLD cc reserves the right to collect the RENTAL EQUIPMENT at any time and pursue legal options available to JUNGLE GYM WORLD cc at the time to recover all outstanding payments for the entire contractual period. 2.....

The lessee undertake to pay the amount of R _____ monthly in advance to the lessor in the following account, by way of debit order/ electronic eft

JUNGLE GYM WORLD CC

ABSA CENTURION

CHEQUE ACCOUNT

ACCOUNT NUMBER 405 115 8870

BRANCH CODE 630445

OBLIGATIONS OF THE LESSEE

THE LESSEE

- a) must pay the monthly rental promptly and punctually.
- b) must obtain the lessors written consent before relocating the Jungle Gym. The relocation of the gym will be done for a fee of R 500 if the new premises is in A RADIUS OF 50km of the previous premises. If the new premises is not in close proximity, extra fees will be charged, according to the distance.
- c) hereby give consent to the lessor to inspect the Jungle Gym during the lease period on any given time
- d) hereby give the the Lessor permission to remove the Jungle Gym from the property on termination of this agreement for ANY reason what so ever.
- e) to notify the lessor in advance of change of address and all contact details, including email addresses, cellphone numbers and landline contact numbers.
- f) should the jungle gym be damaged as a result of other abuse than normal wear and tear, the lessee will be liable for the cost of reperation.
- g) If any alterations are done at the premises to such an extent that the jungle gym cannot be removed without taking it apart, an additional fee of R 500 will be levied
- h) Ownership of the EQUIPMENT IN RENTAL shall remain vested in JUNGLE GYM WORLD cc and THE LESSEE shall, at no time, acquire ownership of the EQUIPMENT IN RENTAL

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BREACH OF THIS AGREEMENT

IF ANY term of this agreement is breached by the lessee ,the lessor, will give notice to the lessee by post ,sms ,fax or email, to rectify the breach within three days of the date of the letter, failing which the lessor can apart from any other remedies that he might have

1 Cancel this agreement with immediate effect and remove the jungle gym from the premises .

2 Institute legal action against the lessee for arrear payments together with interest thereon @ 15.5%pa and any legal costs incurred in recovering the arrears and equipment .

3 if the lessee wishes to cancel this agreement before the contract has lapsed,a one month written notice is required and a fee of 50% of the outstanding rental for wich the jungle gym would have been rented will be levied;

OBLIGATIONS OF THE LESSOR.

The lessor undertakes to:

1. maintain the Jungle Gym in good order during the lease
2. that there is no hidden costs
3. not to escalate the rental within the rental period
4. timeous delivery
5. should any debit order be paid unnecessary such payment would be credited to the lessee within 48 hours after being notified of such a payment

CONDITIONS OF RENTAL.

- 1) before any delivery of RENTAL EQUIPMENT takes place, a SIGNED CONTRACT needs to be in place. This needs to be done in one of the following ways:
 - a. signing of the contract in the offices of JUNGLE GYM WORLD cc
 - b. an original signed contract may be FAXED to the offices of JUNGLE GYM WORLD cc should option a above not be possible. This FAXED copy of the contract will be seen as LEGAL AND BINDING
- 2) at time of delivery, THE LESSOR will be required to sign the TAX INVOICE presented to accept delivery. Should THE LESSOR not be present at time of delivery, any person present may act on behalf of THE LESSOR for delivery to take place. This signature will be seen as official confirmation of delivery having taken place.
- 3) Initial upfront payment as stipulated above in this contract under AGREEMENT OF LEASE
- 4) Required Documentation:
 - a. A clear copy of your ID Document or Company registration documentation
 - b. Proof of Income or last 2 months bank statements
 - c. Water & Lights account or other proof of physical address, such as store account
- 5) JUNGLE GYM WORLD cc reserves the right to do a credit reference check of THE LESSOR as provided for by the Rights of Information Act.

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RENEWAL OF THE LEASE AGREEMENT.

The lessee may renew the lease on the following terms and conditions,

INITIAL SIX (6) MONTH CONTRACTS

OPTION ONE: RENEWAL OF A SIX (6) MONTH CONTRACT FOR A FURTHER SIX (6) MONTHS

1 he has given written notice of his intention to do so, within one month of date of lapsing of this agreement

AT THE SAME PRICE, PROVIDED THAT THERE ARE NO PAYMENTS IN ARREARS IN WHICH CASE THE TERMS OF THIS AGREEMENT WILL BE APPLICABLE TO THE FOLLOWING TERM of six months for a maximum term of six months , where after this agreement will not be renewable.

If the contract has lapsed consent is hereby given to the lessor to remove the jungle gym from the premises where it is kept

OPTION TWO: UPGRADING OF A SIX (6) MONTH CONTRACT AFTER AN INITIAL SIX (6) MONTHS

1 he has given written notice of his intention to do so, within one month of date of lapsing of this agreement

2 an upgraded jungle gym is delivered, the new monthly rate that will be applicable as notified by JUNGLE GYM WORLD CC and A NEW AGREEMENT WILL THEN BE PUT IN PLACE

If the contract has lapsed consent is hereby given to the lessor to remove the jungle gym from the premises where it is kept

INITIAL TWELVE (12) MONTH CONTRACTS

OPTION ONE: UPGRADING A TWELVE MONTH CONTRACT DURING THE CONTRACT PERIOD

If a rental period of twelve months is agreed THE LESSEE may not upgrade the Jungle Gym within the first six months from the date of the rental agreement to a bigger one ,but can do so after six months, in which case the lessee will be liable to pay the upgraded jungle gyms price and provided that the rental of the new Jungle gym is extended for a minimum period of a further six months PROVIDED THAT THERE ARE NO PAYMENTS IN ARREARS

OPTION TWO: UPGRADING A TWELVE MONTH CONTRACT AFTER THE CONTRACTS' EXPIRATION

Due to maintenance requirements, every jungle gym needs to be serviced after twelve (12) months in operation. As such, all contract expire after a jungle gym has been in operation for twelve (12) running months.

Normal application procedures will need to be followed to procure another jungle gym for rental purposes.

DISCLAIMER

JUNGLE GYMS ARE USED AT OWN RISK

Therefore Jungle Gym World cc is not responsible for any injuries or loss due to the use of the rental equipment and and will not be liable for any claims against it as a result of the use of these Jungle Gyms.

The person who signs this agreement confirms that he has the power to do so and accept personal liability for the prompt payments of the lessee in his personal capacity.

Signed by the lessee at _____ on _____ of _____ 2009

LESSEE

WITNESS

SPOUSE

ACCEPTED BY THE LESSOR

AT Centurion on this _____ day of _____ 2009

LESSOR

WITNESS