AGREEMENT TO LEASE

This is an agreement to lease dated this [DAY] day of (MONTH, YEAR)

BETWEEN:

[YOUR COMPANY’S NAME] (the “Lessor”], an individual with his/her main address located at [ADDRESS] OR a limited liability company incorporated under the laws of South Africa having its registered head office at:

 [COMPLETE ADDRESS]

AND:

[LESSEE’S NAME] (the “Lessee”], an individual with his/her main address located at [ADDRESS] OR a limited liability company incorporated under the laws of South Africa having its registered head office at:

[COMPLETE ADDRESS]

***In re*spect of Property [NAME OF PREMISES or ADDRESS]**

**TERMS**

It is agreed that:

1. The Lessor shall grant, demise and let, and the Lessee shall accept a lease of the premises situated in [PROVINCE] South Africa at [ADDRESS] and described as [DESCRIBE] with appurtenances, with effect from the day of start date, [START DATE], to ending date [END DATE], at a rent of [AMOUNT] payable on monthly basis as follows:

[ENTER LEASE TERMS]

1. The Lessor and the Lessee agree to be bound by the terms and conditions in the Lease Agreement herein provided for on [DATE].
2. The Lessor, at its own expenses, shall bear the costs of [ENTER ANY UTILITIES AND/OR MAINTENANCE PAID BY LESSOR].
3. The Lessee, at its own expenses, shall bear the costs of [ENTER ANY UTILITIES AND/OR MAINTENANCE PAID BY LESSEE].
4. The Lessor and the Lease hereby agree that the Lease shall come into force when the Lessee occupies the said premises on [DATE OF POSSESSION] upon which the rent shall Lessee shall commence paying rent, and rent shall become payable.
5. In the event either party hereto shall neglect, refuse or in any way fail to execute the Lease herein provided or at said time and place, then the party in default shall pay to the other party the sum of [AMOUNT] as liquidated damages and not as a penalty.
6. The Parties to this Agreement covenant subject to the following terms and conditions [ENTER PROVISIONS]:
7. These presents shall operate only as an agreement to lease, and not as a lease.

**IN WITNESS WHEREOF** this agreement was duly executed by the parties hereto the day and year first above written.

LESSOR LESSEE

Authorized Signature Authorized Signature

Print Name and Title Print Name and Title