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Apple Storage cc; Reg No: 2006/134923/23; Vat Number 4530240706; Cell: 083 326 7477 Fax: 086 510 5249  
The Following Terms and Conditions apply:

The "Lessor" hereby rents to the Lessee a container  
Situated at the Lessor's premises at 518, 528A & 533 West Avenue, Ferndale Extension 11, Randburg, 2194.

1. The Lessee chooses as it's his *domicilium citandi et exucutandi* the container.
2. **Apple Storage is not responsible for damage or loss of any kind what so ever of client's goods. Apple Storage does not provide insurance for your stored goods. Insurance for your stored goods is your responsibility.**
3. Either of the parties is entitled to terminate this agreement by in writing give 1 calendar month (1-30/31) written notice to the Lessor of your intention to vacate the Container and terminate the Agreement, provided that should such notice of termination expire prior to the end of a calendar month, the full month's Rental shall still be payable in respect of that month.
4. Should you fail to vacate the Container and remove its lock on the last day of the relevant month, then this Agreement shall automatically renew for further periods of 1 (one) month each thereafter.
5. You agree and acknowledge that there are no pro-rated Rental refunds in the event that you vacate the Container before the last day of the month.
6. If the Lessee breaches any of the conditions contained in this agreement, the Lessor may summarily cancel the agreement and take repossession of the container.
7. **If the Lessee is in breach of any of his obligation as set out herein, he specifically agrees and consents to the following:**

**9.1 The Lessor may over-lock the container until the Lessee has rectified any such breach.**

**9.2 All goods stored in the container, regardless of who the owner of such goods may be, will be subject to the Lessor's hypothec, and will serve as security for any claim that the Lessor may have against the Lessee.**

**9.3 Nonpayment by the 14<sup>th</sup> will result in the Lessor seizing the goods of the Lessee to be sold by the Lessor to recuperate losses inflicted.**

8. The lessee will be liable for all legal costs incurred by the Lessor on a scale as between attorney and own client.
9. Wherever in these Rules and Regulations the word "lessee" is used, it shall be taken to apply to and include Lessee and his or her servants, clerks, employees, agents and other representatives, visitors, customers, clients, patients, and common carriers and is to be deemed of such number and gender as the circumstances required. The word "rooms" is to be taken to include the space covered by Lease. The word "Lessor" shall be taken to include any agent of Lessor.
10. The streets, pavements, parking lots, alleyways, entrances, common area, shall not be obstructed by Lessee, or used by Lessee for any other purpose than for ingress and egress.
11. Water apparatus or fire hose shall not be used for any purposes other than those for which they were constructed.
12. Lessee shall not do anything in the leased space, or bring or keep anything therein, which will in any way increase or tend to increase the risk of fire or the rate of fire insurance, or which shall conflict with the regulations of the Fire Department or the fire laws, or with any insurance policy on the Facility or any part thereof, or which shall in any way conflict with any law, ordinance, rule or regulation affecting the occupancy and use of said leased space, which are or may hereafter be enacted or promulgated by any public authority or by the Board of Fire Underwriters.

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13. Lessees use and occupancy of the leased space may include the storing of personal property; provided, however, the property stored upon the leased space shall not be extra-hazardous, disreputable, or illegal. Lessee shall not use or knowingly permit any part of the leased space to be used for any unlawful purpose or use the leased space so as to make void or voidable any insurance in force with respect thereto or which will cause or be likely to cause structural damage to the Facility or any part thereof, or which will constitute a public or private nuisance, nor shall Lessee use or permit the leased space to be used in any manner which will violate any present or future laws or any regulations of any governmental authority. Lessee may not use the leased space for residential purposes. Lessee shall be solely responsible for furnishing a lock to secure the self-storage leased space, except if Lessee fails to lock the leased space, Lessor may, but is not required to, furnish a lock to secure the leased space.
14. **Lessee's rent is due each month on or before the 3<sup>rd</sup> of each month. A late charge of R30-00 per unit will be imposed if the payment is not reflected in the Apple storage bank account on the 3<sup>rd</sup> of every month. Penalties will also be charge on all other outstanding invoices the Lessee may incur. Interest will be charged on overdue accounts at 2.5% per month.**
15. The Lessor has the right to over lock the Lessees unit/units should the Lessee fail comply with payment regulations. Nonpayment by the 14<sup>th</sup> will result in the Lessor seizing the goods of the Lessee to be sold by the Lessor to recuperate losses inflicted.
16. To inform Apple Storage immediately in writing of any damage or defect to the Container.
17. Should the Lessee require access to the storage park after hours an hourly rate of R120-00 will be charged.
18. All bank charges related to cash or cheque deposits will be charged according to current FNB rates.
19. Throw rubbish, dirt or other substances into dustbins which are provided.
20. **FOR EFT PAYMENTS, USE UNIT NUMBER AS PAYMENT REFERENCE**
21. There is one forklift on site to assist all the top units. The top unit tenants may use the forklift once a week free of charge. If the unit/s needs to be accessed more than once a week, then the amount charged for the use of the forklift will be R130 per hour.
22. Top unit tenants need to remember to book the forklift on the hour by the hour via email ([accounts@applestorage.co.za](mailto:accounts@applestorage.co.za)) or 071 692 8755.
23. Tenants must note that we only allow new occupants to move into their storage unit at the earliest by 11:00 noon due to routine maintenance which is done on the container.
24. The Lessee will have their annual increase on the 1st of March every year with a percentage not exceeding the fiscal inflation rate.
25. The Lessee will do routine maintenance inspection every three months to view the condition of the container.
26. The Customer will be liable for a deposit equal to the value of one month's rental prior to the Customer storing the goods in the Unit Deposit refunds will be done on the 1<sup>st</sup> Friday after the Lessee has vacated the unit and his account is paid up to date.
27. It is specifically recorded that the Deposit may not be used by You as payment for the last month's Rental or for any other Rental or charge or other amount due to us in terms of this Agreement.
28. If the Container is vacated at any time without the required notice in terms of clause 5 having been provided, we shall be entitled to retain your deposit. if the Container is vacated on or after the 1s t of the month, a full month's Rental shall be due in respect of that month.
29. In order to insure proper use and care of the leased space Lessee shall not be permitted to:
  - (a) Keep animals, fish or birds on the leased space.
  - (b) Use leased space as sleeping apartments.
  - (c) Use leased space for any residential purposes.
  - (d) Allow any sign, advertisement or notice to be fixed to the leased space and/or Facility, inside or outside, without Lessor's consent.

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The Following Terms and Conditions apply:

- (e) Commit improper or unreasonable noises or disturbances of any kind within the leased space and/or Facility. Including sing, play or operate any musical instrument, radio or television, which is the judgment of Lessor might disturb Lessor or other tenants, without first securing consent of Lessor.
  - (f) Mark or deface walls, light fixtures, windows, doors (passage and/or overhead garage) or any part of the leased space and/or the Facility.
  - (g) Fasten any article, drill holes, drive nails or screws into the walls, floors or partitions nor shall the same be painted, papered or otherwise covered or in any way marked or broken within the leased space.
  - (h) Operate any machinery within the leased space.
  - (i) Interfere with the electrical, heating, water/sewer and/or any other utility apparatus within the leased space and/or the Facility.
  - (j) Leave the leased space and/or the Facility without locking doors.
  - (k) Lessee is not permitted to sub lease the unit or space.
  - (l) Smoking will not be allowed within the Facility.
- 30.** Lessor shall not be responsible to Lessee for any non-observance of rules and regulations on the part of other tenants of lessees.
- 31.** Lessor reserves the right to designate the time when and method whereby freight, furniture, safes, goods, merchandise and other articles may be brought into, moved or taken from the leased space.
- 32.** Lessor shall have the right to make such other and further reasonable rules and cleanliness of the Facility and leased space and for the preservation of good order therein. Such rules and regulations will be effective upon mailing or delivering the rules or regulations to Lessee or by posting them in the nearest common area.