



Pacific Paramount Property Management (Pty) Ltd
Paramount Towers
6th Floor, 112 Loop Street
Cape Town
8001
P O Box 51059, The Waterfront, 8001
Tel : 021 418 7744

_____ 2014

Attention:
e-mail:

OFFER TO RENT/RENEWAL PROPOSAL

We refer to your interest in letting a Shop/Office at _____ and herewith wish to advise you of the terms and conditions the Landlord is prepared to offer in this regard.

We refer to the expiry of your Lease Agreement for Shop no/Office no _____ and would like to retain your tenancy. We herewith advise of the terms and conditions the Landlord is prepared to offer with respect to the renewal.

1. THE PREMISES

- 1.1 Size of premises : _____ m²
(including the BOMA system of measurement)
- 1.2 Premises : Shop/Office no _____
- 1.3 Name of Building : _____
- 1.4 Street Address : _____

2. THE RENTAL

The Gross Rental per month offered, excluding VAT, and applicable to the premises specified in Clause 1, will amount to:

- 2.1 Initial Basic Monthly Rental : R _____
- 2.2 Percentage annual escalation on basic rental : _____ %
- 2.3 Initial operating costs : R _____
- 2.4 Percentage annual escalation on operating costs : _____ %



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- 2.5 Refuse : pro rata share of municipal account
- 2.6 CID Levy : pro rata share of municipal account
- 2.7 Marketing Fee (5% of net rental) : R_____
- 2.8 Contribution to assessment rates : R_____
- 2.8.1 Percentage annual escalation on assessment rates will be determined by the local authority.

The above amounts all exclude value added tax.

- 2.9 In addition to the costs referred to above, the Lessee shall also be liable to pay the following:
 - 2.9.1 The cost of water, electricity supplied directly and separately metered, to the premises;
 - 2.9.2 All other costs incidental to and relating to the leased premises such as refuse removal, sewerage, cleaning and sanitation;
 - 2.9.3 The entire expense incidental to and in connection with the preparation and execution of this Lease (administration costs) and any subsequent Lease Agreements.
- 2.10 The monthly rental will be payable in advance on the first day of each and every month by means of debit order, electronic transfer or a deposit directly into the Landlord's bank account.

The said measurements are included herein for the purposes of identification of the LEASED PREMISES. Accordingly, Pacific Paramount Property Management does not warrant that the measurements are correct. Any deviation from the said measurements will not result in an adjustment of the AGREED RENTAL as contained in Clause 1 (The Premises).

3. LEASE PERIOD

Term of lease : _____ months
 From : _____ 20__ - _____ 20__
 Rental obligation date : _____ 20__
 Beneficial occupation date : _____ 20__ - _____ 20__

The Lease will be for a period of _____ months, commencing on the commencement date as detailed in Clause 4 herein.

4. COMMENCEMENT DATE

The commencement of the Lease shall be on the _____ 2014.

5. DEPOSIT

- 5.1 Upon signature of the Lease Agreement the Lessee shall pay the Landlord a deposit equivalent to two (2) months rental calculated on the total monthly charges in respect of the last month of the lease period in the form of a cash deposit or electronic transfer.
- 5.2 The deposit shall be paid prior to the signature of the Lease Agreement by the Landlord.
- 5.3 The deposit shall be retained by the Landlord until the expiry of the Lease Agreement and the vacation of the premises by the tenant and the complete discharge of the tenant's obligations to the Landlord arising from the lease where after the deposit shall be paid back to the Lessee without interest. The tenant shall not be entitled to set off against the deposit any rent or other amounts owing by it.

6. VALUE ADDED TAX

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

7. USE OF PREMISES

The leased premises shall be used solely for the purposes of _____.

8. DEED OF SURETYSHIP

In the event of the Lessee being a company, close corporation or other legal entity, it warrants that it's directors, members, trustees, as the case may be, shall bind themselves jointly and severally as sureties and co-principal debtors for payment of rent, by way of a Deed of Suretyship.

9. LEASE

- 9.1 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 60 days off its receipt by the Landlord. If this offer has been accepted by that date, a firm and binding Lease Agreement shall come into existence. Such a contract may, in due course, be replaced by a more comprehensive agreement containing provisions not inconsistent herewith. No contract or lease shall come into existence before this offer is accepted in writing by the Landlord and the Tenant shall not be entitled to claim or allege the existence of any Lease Agreement arising out of any negotiations or alleged oral agreement. This offer is valid for a period of seven (7) days only.



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9.2 Such lease is to be entered into within seven (7) days after acceptance of this proposal and must be signed by both parties. The tenant shall be liable for the preparation cost of the Lease Agreement (R1 500.00 excl VAT).

10. LAYOUT PLANS

The tenant is required to submit to the Landlord in respect of the leased premises design drawings prepared in accordance with the design criteria for the building. Such drawings are to be of a suitably high standard. Both the Landlord and the relevant municipal authorities must approve such design drawings prior to the commencement of fit out of the leased premises.

11. CREDIT PROFILE

The Applicant hereby consents that, and authorizes the Lessor or the Agent to:

- Contact, request and obtain information from any credit provider (or potential credit provider) or registered credit provider bureau relevant to an assessment of the behaviour, profile, payment patterns, indebtedness, whereabouts, and credit worthiness of the Applicant;
- Furnish information concerning the behaviour, profile, payment patterns, indebtedness, whereabouts and creditworthiness of the Applicant 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 Lessor.

12. GENERAL

- 12.1 _____
- 12.2 _____
- 11.3 _____
- 11.4 _____
- 11.5 _____

Yours faithfully,



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Please note that this offer will expire on _____20_____ at 17:00

I/WE HEREBY ACCEPT THE TERMS AND CONDITIONS OF THIS OFFER

SIGNATURE

(Who is duly authorised to do so on behalf of the tenant)

DATE

Name of Signatory : _____

Designation : _____

Witness : _____

Signed and accepted by the Landlord on _____20_____

LANDLORD

(Kindly ensure that all pages are initialled and returned via email to:
cecilia@paramountmanagement.co.za)