

OFFER TO LEASE

Made and entered into between:

Duly represented by

in capacity as **Director**

(the **"TENANT"**)

| | |
|-------------------------------|--|
| Represented By: | |
| Company Registration. Number: | |
| Vat Registration. Number: | |
| Postal Address: | |
| Contact Number/s: | |
| Email Address: | |

Do hereby offer to lease

(Hereinafter referred to as The Premises)

FROM:

(Hereinafter referred to as the **"LANDLORD"**)

Represented by:

in her capacity as

.

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| Company Registration Number: | |
| Vat Registration Number: | |
| Postal Address: | |
| Contact Person | |
| Contact Number: | |
| Email Address: | |



TERMS AND CONDITIONS

The Tenant hereby offers to lease the under-mentioned Premises from the Landlord on the terms and conditions set out herein.

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| The Building & Location: | |
| Shop/Office Number: | |
| Area of Premises | m ² |
| Lease Term | |
| Renewal Period | |
| Period of the Lease | Commencement Date : End Date: Beneficial Occupation: |
| Monthly Rental | Total Gross Rental ex VAT : Gross Price per m ² : |
| Annual Escalation | |
| Municipal Rates & Taxes | The Tenant shall pay for their pro-rata share of any rates and taxes from the Commencement Date which has been included in the gross rental amount. In the event that any of the Municipal Charges are increased during the Lease period (including the renewal or extension thereof) the Landlord shall charge such increase to the Tenant on the basis of the proportion of space the Premises bears to the building. |
| Utilities Charges (Electricity, water, sewerage, refuse) | Shall be charged to the Tenant and shall be calculated as the total such charges (i.e. Utilities Charges) charge to all Tenants in the Building and allocated to the Tenant either on the basis of the proportion of space the Premises bears to the Building (or floor of the Building) or on the basis of meter readings (at the Landlord’s discretion). |
| Deposit | a) Within acceptance of this offer the Tenant shall pay to the Landlord a deposit equal to _____ months rental ex VAT _____ shall retain such deposit or guarantee for the currency of the Agreement or any renewal thereof. Within a period of 1 (one) month after the Tenant has vacated the premises the Landlord shall refund such deposit to the Tenant less the cost of any damages which the Tenant is responsible for and provided that the Tenant has complied with all the terms and condition of the Agreement. |



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| | <p>b) In addition the tenant shall pay first month's rental including VAT, equivalent to</p> <p>c) Deposit Grand Total:</p> |
| Lease Cost | R 2 000.00 Ex VAT - Atmosphere Property Group Leasing Admin fee |
| Value Added Tax | All figures are quoted exclusive of Value Added Tax. |
| Occupation of Premises | The Tenant understands and acknowledges that is shall not be given occupation of the Premises until the Landlord's standard Lease Agreement has been signed by both parties and until the Deposit, the Contract Preparation Fee and the Rental for the first month of the Lease Period has cleared in the Landlord's bank account. |
| Use of Premises | The premises will be used solely as |
| Breach | Any breach by the Tenant after acceptance of the Offer by the Landlord shall entitle the Landlord, without prejudice to any other rights, either to cancel this agreement, or to sue for specific performance. |
| Credit Check | The Tenant hereby consents to the Landlord/Atmosphere assessing the Tenant's creditworthiness through any source deemed expedient for this purpose. This Offer to Lease is subject to the Landlord, in its sole discretion, deeming the results of such credit check to be satisfactory. |
| Special Conditions | <ol style="list-style-type: none"> 1. Landlord to ensure all electrical & plumbing to be in full working order prior to occupation. 2. 3. 4. 5. 6. 7. |
| Introduction | <p>The lessee warrants that, the lessee was not introduced to the property or the Lessor by any agent other than ATMOSPHERE PROPERTY GROUP (PTY) LTD and hereby indemnifies the Lessor against any claim by any person other than the said agent for commission in respect of this transaction.</p> <p>Please note that should a new lease or a sale be concluded over the above mentioned property or a different property to the above, either owned or introduced by Landlord to the tenant, then commission will be due to Atmosphere Property Group (Pty) Ltd on the same terms and conditions below.</p> |



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| <p>Commission</p> | <p>By signing this agreement, the Landlord acknowledges that the Tenant has been introduced through ATMOSPHERE PROPERTY GROUP (PTY) LTD and the Landlord agrees to pay ATMOSPHERE PROPERTY GROUP (PTY) LTD commission. For a lease of twelve months or less, commission equal to one month’s gross rental excluding 15% Vat is payable. For term leases longer than a year, commission at</p> <ul style="list-style-type: none"> ● 5% of the first two years’ rental ● 2,5% of the next three years’ rental ● 1,5% of the next three years’ rental ● 1% of the total years’ rental thereafter <p>i.e. basic rental plus operating costs and parking rentals</p> <p>*Commission will become due and payable once the deposit and first month’s rental has been paid or alternatively upon occupation whichever the earlier. Commission on a sale will be calculated at 5% ex VAT on the total sale price and will be payed by the LANDLORD.</p> |
| <p>Expiration of offer</p> | <p>This is a firm and binding irrevocable offer that shall remain binding only if accepted by _____ on _____</p> <p>The Landlord and Tenant agree that on acceptance of this offer, this document shall constitute a binding agreement between them. Thereafter the Tenant and Landlord shall sign a lease agreement containing the provisions usually applicable to leases of business properties within a reasonable period after acceptance of this offer. In the event that the Tenant and Landlord cannot agree on such terms in the lease agreement, this agreement shall remain in force and the occupation by the tenant shall be regulated by this document and common law.</p> |
| <p>Agreements</p> | <p>This offer constitutes a valid agreement which shall bind the parties, subject to the Landlord finalising a five-day due diligence on the tenant (from signature date of this agreement), and confirming that all credit and reference checks are in order. After acceptance by the Landlord, the offer itself shall constitute the terms and conditions of lease until such date as a final Lease Agreement has been signed by both parties.</p> |

(Signature page to follow)



SIGNED AT _____ ON THE _____ DAY OF _____ 2023

WITNESS

LESSEE (Tenant)

WITNESS

Print Name

ACCEPTED AT _____ ON THE _____ DAY OF _____ 2023

WITNESS

LESSOR (Landlord)

WITNESS

Print Name

BROKER

PRINT NAME on behalf of **ATMOSPHERE PROPERTY GROUP (PTY) LTD**

