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## OFFER TO RENT

### PROPOSED AGREEMENT OF LEASE:

\_\_\_\_\_  
(THE LANDLORD)

\_\_\_\_\_  
(THE TENANT)

#### 1. THE TENANT

\_\_\_\_\_  
NAME OF COMPANY/ NAME OF INDIVIDUAL

\_\_\_\_\_  
REGISTRATION NUMBER/ ID NUMBER

\_\_\_\_\_  
TRADING NAME

#### 2. LEASED PREMISES

Being office/shop situated on the ground/first/second/third floor measuring approximately

\_\_\_\_\_ m<sup>2</sup> in the building known as: \_\_\_\_\_

situated at \_\_\_\_\_

**3. COMMENCEMENT DATE**

The commencement date of the lease will be \_\_\_\_\_, subject to documentation in our possession being received well in advance, properly signed, the deposit and first month's rental paid.

**4. PERIOD OF LEASE**

The lease shall endure for a period of \_\_\_\_\_ years after the commencement date.

**5. BASIC MONTHLY RENTAL**

The basic monthly rental payable by the Tenant in respect of the leased premises shall be **R \_\_\_\_\_/m<sup>2</sup> p/m excl vat** and shall escalate at a rate of \_\_\_\_\_% on each anniversary of the commencement date during the period of the lease.

**6. OPERATING COSTS**

In addition to the basic monthly rental stipulated in clause 5 above, the Tenant shall contribute to the operating costs on a monthly basis at **R \_\_\_\_\_/m<sup>2</sup> p/m excl vat**, and shall escalate annually by **8%**.

The operating costs **shall include** the following services:

- External insurance
- 24-hour security
- Cleaning of external common areas (garden service)
- Management fee
- External fire extinguisher maintenance and servicing
- Rates (unless specifically recovered additionally in terms of lease)

The operating costs **shall exclude** the following:

- Air con maintenance and services
- Sanitation
- Refuse removal
- Water
- Electricity consumption
- Internal cleaning
- Insurance (glass; internal; etc.)

**It is specifically recorded that the electricity and/or water is outsourced to Impact Meter Services/Protea Metering Services. The Tenant will be required to enter into a separate Agreement with them and Impact Meter Services will call for their own deposit.**

**7. RATES**

In addition to the basic rent, the Tenant shall be liable for and will pay a pro rata share of the current rates, which is currently estimated at **R /m<sup>2</sup> excluding vat per month** and such pro rata share shall be calculated on the rentable area to total leasable area basis. The Tenant shall be liable for and pay any future increases in the assessment rates and taxes levied by the local authority and payable in respect of the property and/ or building on the same pro rata basis. These increases are implemented during June/ July of every year.

**8. PARKING**

The monthly rental payable by the Tenant in respect of parking will be as follows:

\_\_\_\_\_ basement parking bays at R\_\_\_\_\_ per bay per month (excl. VAT)

\_\_\_\_\_ shade net parking bays at R\_\_\_\_\_ per bay per month (excl. VAT)

\_\_\_\_\_ open parking bays at R \_\_\_\_\_ per bay per month (excl. VAT)

The monthly rental for parking shall escalate at a rate of \_\_% per annum compounded on each anniversary of the commencement date during the period of the lease.

**9. SUMMARY OF MONTHLY RENTAL**

Rent:	R	per month (excl. VAT)
Operating Costs:	R	per month (excl. VAT)
Rates:	R	per month (excl. VAT)

**10. OTHER CHARGES**

In addition to the basic rent, the Tenant will be liable for and shall pay all the costs as detailed in clause 6 above.

**11. USE OF THE LEASED PREMISES**

The leased premises shall be used solely for the purposes of:

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**12. DEPOSIT**

The Tenant is required to pay a deposit/ bank guarantee equal to **two (2)** months' exit rental in a form acceptable to the Landlord on signature of the Agreement of Lease. Occupation to the premises by the Tenant or contractors will not be granted prior to the deposit/ bank guarantee being paid. **Please note that if the Lease is entered in your personal capacity, the deposit must equal three (3) months' rental.**

**13. 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.

**14. SURETY**

_____	_____
FULL NAME	ID NUMBER
_____	_____
FULL NAME	ID NUMBER
_____	_____
FULL NAME	ID NUMBER
_____	_____
FULL NAME	ID NUMBER
_____	_____
FULL NAME	ID NUMBER

The person/s mentioned above shall bind himself/ herself/ themselves as surety and co-principle debtor for guaranteeing all the obligations of the Tenant in terms of the Agreement of Lease. All copies of IDs must be attached.

**15. TENANT INSTALLATION ALLOWANCE AND REQUIREMENTS**

The Tenant installation requirements are as follows:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

**16. REMAINING TERMS AND CONDITIONS**

The remaining terms and conditions of the lease will be in accordance with the standard Agreement of Lease from the Landlord which will be made available on request.

**17. OFFER**

The Landlord requires the Tenant to sign the Acceptance Letter, and once signed, this will constitute an irrevocable offer by the Tenant to enter into an Agreement of Lease with the Landlord on the terms and conditions contained herein. This offer will remain open for acceptance by the Landlord within five (5) days of receipt of the signed offer. Should the Landlord confirm its acceptance, the essential elements of the lease will have been agreed upon and the parties hereby agree to be bound accordingly. The Tenant agrees to sign the standard Agreement of Lease within fourteen (14) days from the acceptance of this offer by the Landlord subject to the terms and conditions in the Agreement of Lease being acceptable to both parties.

**18. ADMINISTRATION CONDITIONS**

The Tenant will be liable to pay to the Landlord or Landlord's attorney an administration fee for drawing up of the Agreement of Lease.

**19. ADDITIONAL DOCUMENTS REQUIRED**

**Certified** copies of the following documents are required on submission of this document:

In the case of:

- |                              |  |
|------------------------------|--|
| <b>Proprietary (Limited)</b> | <ul style="list-style-type: none"><li>- List of Directors, Auditors and Officers (CM29)</li><li>- Certificate of Incorporation (CM1)</li><li>- Company Resolution authorising the signatory to sign the Lease on behalf of the Company</li><li>- Copies of Identity Documents of the Directors</li><li>- Notice of Registered Office and Postal addresses of Company (CM22)</li><li>- Certificate to commence business (CM46)</li><li>- SARS Tax Certificate and VAT registration number</li><li>- Three (3) months' business bank statements</li><li>- Proof of residence</li></ul> |
| <b>Close Corporation</b>     | <ul style="list-style-type: none"><li>- List of Members, Auditors and Officers (CK2)</li><li>- CC Resolution authorising the signatory to sign the Lease on behalf of the Close Corporation</li><li>- SARS Tax Certificate and VAT registration number</li><li>- Copies of Identity Documents of the Members</li><li>- Three (3) months' business bank statements</li><li>- Proof of residence</li></ul>   |
| <b>Individual</b>            | <ul style="list-style-type: none"><li>- Copy of Identity Document</li><li>- Three (3) months' personal bank statements</li><li>- Proof of residence</li></ul>  |

**20. EFFECTIVE CAUSE**

This serves to confirm that Pretor Group (Pty) Ltd is the effective cause of this transaction and is acknowledged by both parties on signature of this document. Commission calculated at 100% of the SAPOA rate shall be due and payable by the Landlord on signature of the Agreement of Lease, plus 15% VAT thereon upon receipt of a formal VAT invoice from Pretor Group (Pty) Ltd.

**21. TENANT INFORMATION**

Current physical business address: \_\_\_\_\_  
\_\_\_\_\_

Registered address: \_\_\_\_\_  
\_\_\_\_\_

Postal address: \_\_\_\_\_  
\_\_\_\_\_

Contact numbers: Landline: \_\_\_\_\_

Mobile: \_\_\_\_\_

Email address: \_\_\_\_\_

VAT Registration number: \_\_\_\_\_

**Trade reference:** Current Landlord: \_\_\_\_\_

Contact name: \_\_\_\_\_

Contact number: \_\_\_\_\_

**22. DIRECTORS/ MEMBERS/ TRUSTEES INFORMATION**

1. Full names: \_\_\_\_\_

ID number: \_\_\_\_\_

Date of birth: \_\_\_\_\_

Residential address: \_\_\_\_\_

Cell phone number: \_\_\_\_\_

Citizenship: \_\_\_\_\_

2. Full names: \_\_\_\_\_

ID number: \_\_\_\_\_

Date of birth: \_\_\_\_\_

Residential address: \_\_\_\_\_

Cell phone number: \_\_\_\_\_

Citizenship: \_\_\_\_\_

3. Full names: \_\_\_\_\_

ID number: \_\_\_\_\_

Date of birth: \_\_\_\_\_

Residential address: \_\_\_\_\_

Cell phone number: \_\_\_\_\_

Citizenship: \_\_\_\_\_

4. Full names: \_\_\_\_\_

ID number: \_\_\_\_\_

Date of birth: \_\_\_\_\_

Residential address: \_\_\_\_\_

Cell phone number: \_\_\_\_\_

Citizenship: \_\_\_\_\_

5. Full names: \_\_\_\_\_

ID number: \_\_\_\_\_

Date of birth: \_\_\_\_\_

Residential address: \_\_\_\_\_

Cell phone number: \_\_\_\_\_

Citizenship: \_\_\_\_\_

**23. BANKING DETAILS**

Name of account holder: \_\_\_\_\_

Bank: \_\_\_\_\_

Account number: \_\_\_\_\_

Branch number: \_\_\_\_\_

**24.** The Tenant hereby consents and agrees that the Landlord may perform a credit search on the Tenant's records with a registered credit bureau when assessing this Offer to Rent

I, \_\_\_\_\_ in my capacity as

\_\_\_\_\_ declare the above information is both true and correct.

**ACCEPTANCE OF OFFER TO RENT**

I, \_\_\_\_\_ being duly authorised do hereby offer to enter into an Agreement of Lease on the terms and conditions set out herein and acknowledge having received the original hereon and hereby agree to be bound and entitled accordingly.

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20....

AS WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
For and on behalf of the Tenant  
who warrants that he/ she is  
duly authorised hereto.

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20....

AS WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
For and on behalf of the  
Landlord who warrants that he/  
she is duly authorised hereto.