

Room: _____

E Number: _____

SAVANA Residence
599 Francis Baard Street, Arcadia Pretoria
Tel: 012 341 0821 / 061 523 1924 / 064 549 1271

AGREEMENT TO LEASE

AGREEMENT OF LEASE made and entered into by and between **SAVANA Residence** (hereinafter referred to as the "LESSOR")

And

Full name & surname _____

ID Number/ Passport Number _____

assisted by (if under age (21 years))

(ID _____)

Of the other part (hereinafter referred to as the "LESSEE")

WITNESSETH:

- 1 The **LESSEE** hereby hires of and from the **LESSOR** certain (room number) _____ (which can change on the mutual agreement of the LESSOR and the LESSEE) being at :

599 Francis Baard Street, Arcadia, Pretoria, 0083

(Hereinafter referred to as the "premises") upon the following terms:

- 2 This lease shall be for the **2026** Academic year and expire on **31 December 2026**. The LESSEE shall be held accountable for the full term of the lease and a new lease entered into after the expiry date. The LESSEE will inform **the LESSOR** in writing **2 (two) months** prior to the expiry of my lease as to whether the LESSEE will apply to take up the accommodation for another period of one year. The default of such notice is deemed to be confirmation that the LESSEE will renew his contract for another year, subject to Savana Residence accepting the renewal.

Accommodation in SAVANA Residence is essentially rented on the same basis as accommodation in a Tertiary Residence. This implies that the Residence is vacated by the Lessee during the University/Technicon/Tertiary Institution recess periods. It further implies that the total annual residence fee is divided into 11 monthly instalments for the convenience of the Lessee.

- 3 The accommodation fee for the **2026** academic year is R _____ (Annual rental)
- 3.1 This shall be paid in 11 instalments of R _____, the first on signature of the contract, and then 10 further monthly payments equal to the above, payable monthly in advance, on the first day of each and every month, free of exchange, without any deduction or set-off for any causes whatsoever, and the last payment (11th instalment) before **01 December 2026**.

Payment upon signature.

The following amounts are payable upon signature. (Select applicable)

Room Type request (Mark with "X")	Purple	Yellow	Red	Blue	Orange	Green
Single/Sharing (Mark with "X")	Single			Sharing		
Deposit (Clause 4.1.1)	R 4,500.00			R 3,500.00		
Contract Fee	R 1,000.00			R 1,000.00		
First Instalment (10 instalments thereafter)	R			R		
Total Payable now	R			R		
Please note: A once-off payment of the total amount (full year) less 5% can be paid upon signature.						

Signature: _____

Date: _____

3.2 Administration fees will apply:

- 3.2.1 If the **Lessee** fails to pay the rent on the due date, the **Lessee** shall pay to the LESSOR an administration fee of **R 250-00** for each and every late payment.
- 3.2.2 In the event that the LESSOR sends a reminder or demand letter to the Lessee, the **Lessee** shall be liable to pay to the LESSOR an administration fee of **R 250-00** for each and every letter sent or Message sent.
- 3.2.3 Permission must be obtained from the owner to bring any electrical appliances (Fridge and/or Microwave) onto the premises and the Lessee undertakes to pay **R250.00** per month (in advance) directly to the owners for each such appliance. No hot plate, iron or heaters allowed in the premises.
- 3.2.4 Two device connections to the internet are inclusive in the rent (this should be the devices required to do studies). Additional can be connected at R100pm. Should the Rental fall behind the Lessee will be in his full right to switch off the students access to Wifi.
- 3.2.5 Without prejudice to and notwithstanding any other rights the Lessor might have in terms of this agreement, interest shall accrue on any outstanding payments due by the Lessee to the Lessor in terms of this Agreement, at the prevailing interest rate from time to time, compounded monthly in advance, from the due date to the date of actual payment.
- 3.2.6 Any payment received shall first be allocated to administration fees, legal costs and interest and thereafter to rental.
- 3.2.7 The lessee's responsibility to pay the rent is **not subject to** the receipt of an account.

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4 Deposit: The lessee shall on the signing of this lease pay to the LESSOR the sum of:

R 3,500.00 (Shared Accommodation)

OR

R4,500.00 (Single Accommodation)

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which will be retained by the owner while the lease is in force, as a deposit which may be used at the Lessor's discretion towards the cost of the re-imbursment as stated in Clause 10, or for any outstanding rentals or any monies due to the Lessor.

- 4.1 It is agreed by both parties that no interest is payable on the deposit. Any interest theoretically payable has already been utilized to ensure a low rental amount.
- 4.2 The Lessor reserves its rights to claim from the Lessee all expenses incurred by the Lessor or its agent in administering the said deposit during the tenancy, or after termination thereof, and the Lessee undertakes to pay such reasonable charges as may thereby be incurred.
- 4.3 In the event of the rent being increased in terms of Clause 3 above, the deposit shall accordingly increase as determined by the Lessor. Such increased amount shall be payable by the Lessee on the date fixed for payment of the increased rent.
- 4.4 Balance of Deposit amount (after all applicable deductions) will be reimbursed 7 to 14 working days after the expiry of the contract, once all outstanding rental payments have been done, an outgoing inspection has been completed and a full and final settlement signed.

THE DEPOSIT MAY UNDER NO CIRCUMSTANCES BE USED, BY THE TENANT, AS A SUBSTITUTE FOR RENT PAYABLE.

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- 5 The premises shall be used for residential purposes only, and may not be used for any other purpose whatsoever. The premises shall be used and occupied personally by the Lessee, and not more than **one** person shall occupy the premises per signed contract for any period whatsoever without the prior written consent of the **LESSOR** on this contract.

The **LESSEE** shall furthermore abide by and comply with all Municipal, Provincial and other Ordinances and Regulations in connection with noise, traffic, pollution, smoke and other like nuisances, and the controls in connection therewith, and shall furthermore comply with and obey all rules imposed in this connection by the **LESSOR'S** Agents or the caretaker of the building, and the failure to comply with any of the foregoing, shall be regarded as a breach of this Lease on the **LESSEE's** part.

Signature: _____

Date: _____

- 6 It is specifically agreed that in the event of any Municipal rates, electricity, water, rubbish removal, or any other similar charges or fees, or any imposts or levies, or any wages payable to servants employed in connection with the building in which the premises are situate and for which the **LESSEE** is not liable hereunder, and which are payable to the local or any other Authority in respect of the property or the improvements thereon, or for services rendered in respect of the premises, the property or the said improvements, or which are payable to the said servants, and which at any time after signing of this Agreement by the **LESSEE**, and before expiry of this lease (and any renewal period thereof) are increased so as to exceed the rates, taxes, fees, charges, imposts, levies and salaries as at date of signing hereof, or if a levy or impost not in force at the date of signing of this lease by the **LESSEE**, is made against the property, improvements or premises by any lawful Authority, then the **LESSOR** shall be entitled to recover from the **LESSEE** from the time to time. With effect from the date of such increase/s of such rates, taxes, fees, charges, imposts, levies, salaries, or from the date on which the said levy or impost becomes effective, an amount bearing the same ratio to the increase of such items (including the new levies and/or imposts) which the **LESSEE'S** rental bears to the total rental receivable in respect of all the lettable premises in the building, on the assumption that all the premises are fully let.
7. The **LESSEE** shall not cede nor assign this Agreement either in whole or in part, nor shall the **LESSEE** sub-let the premises or any portion thereof, nor shall the **LESSEE** permit or allow any other persons to occupy the premises or to reside therein or to obtain possession thereof, other than those persons mentioned in clause (5a) hereof.
8. **Should the Lessee fail to report on the incoming Inspection Form, any defects or damages in the room, then the room and all its Furniture and Fittings shall be deemed to be in good condition at the time of occupancy.**
9. The **LESSEE** shall not make any alterations or additions to the premises or to any installations therein, not drive or permit to be driven in nails, fittings, fixtures or screws into the walls, ceilings or furniture of the said premises, or in any manner whatsoever do or permit anything to be done that may be calculated to damage the premises or any portion thereof, or of the building in which the premises are situated.
10. **ACKNOWLEDGEMENT OF DEBT:** The **LESSEE** hereby acknowledges that the **LESSEE** is truly and justly indebted to the **LESSOR**, the creditor, in the total amount of the rent as per point 3, together with any costs and interest incurred. The **LESSEE** hereby undertakes to make payment(s) as set out on or before the date(s), as indicated in the signed documents. The **LESSEE** further agrees that in the event of a default of payment as herein agreed, all payments mentioned whether due to capital and/or costs and/or interest, will become due and payable in full without further notice given to the **LESSEE**. The indebted amount is the sum of all instalments, the contract fee and any other fees as per the agreement. The **LESSEE** further agrees that, in such an event, that the **LESSEE** will be liable for all costs and expenditure in respect of said debt. The **LESSEE** hereby consents to the jurisdiction of the Pretoria Magistrates Court in the event of any litigation against the **LESSEE** arising here from. The **LESSEE** hereby consent that judgement may be granted against the **LESSEE** in accordance with Section 58 of the Magistrates Court Act (as amended) for the amount as indicated by on the contract together with interest should the **LESSEE** fail to make any payment in terms of this agreement. The Contract Payment due is regarded as the initial capital payment of the indebted amount.
11. Should the **LESSEE** upon taking possession of the said premises discover that the same or any of the accessories or contents thereof, including stoves, keys, locks, windows, sewerage pipes electrical or gas installations and fittings, water taps, and furniture are in a defective state or repair, he shall within seven (7) days from the date of such possession notify the **LESSOR'S** agents of the details of any such defect/s, and the failure on the part of the **LESSEE** to do so shall be deemed to be an acknowledgement on the part of the **LESSEE** that the whole of the same are in good and proper state of repair and condition, and the **LESSEE** hereby promises and undertakes to care for and maintain the whole of the same in like good order and condition during the period of tenancy, and at the termination thereof to return and redeliver the same to the **LESSOR** in like good order and condition, and to make good and repair at the **LESSEE'S** own cost and charge any damage and/or breakage's, or in the alternative to reimburse the **LESSOR** for the cost of replacing, repairing or making good any such damage and/or breakage's. The **LESSEE** hereby undertakes to keep and maintain all sewerage pipes, water pipes, and drains in or from the obstruction and/or blockage. This notification must be submitted in writing to **SAVANA Residence, 599 Francis Baard st, Arcadia, Pretoria.**
12. The **LESSEE** shall not permit the harbouring or housing of any live animals on the premises nor allow linen or clothing to be laundered in or on the premises or to hang outside the premises or on the building without written management consent. Furthermore, no bicycles, boxes, parcels or any other impediments or rubbish or refuse shall be permitted to be left in corridors, passages or stairways, nor shall the **LESSEE** do or suffer to be done or permit in doing in any act, matter or thing which may tend to cause a nuisance to the **LESSOR**, or any occupants of the building. The **LESSEE'S** family or any employees or servants, friends, acquaintance, visitors, invitee or guest of the **LESSEE**, which may be so contravened by them as if such breach had been occasioned by the **LESSEE** personally.
13. **The LESSOR'S caretaker, workman or agent shall at all reasonable times be able to enter into the said premises to inspect same and to do and carry out any work that may be required to be done in or to the said premises, for the preservation thereof.**
14. On receipt of notice in terms of Clause 2 hereof, the **LESSOR** shall be entitled at his discretion to place a notice of **"TO LET"** at the entrance to the premises or on any one of the windows of the premises, and the **LESSEE** shall permit prospective tenants to view the whole of the premises during reasonable hours.

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Signature: _____

Date: _____

15. The **LESSOR** shall keep all main walls and roofs in order but does not hold himself responsible for any damages caused by leakage, rain, hail, snow or fire, lightning, electrical faults/surges/fluctuation or any causes whatsoever, nor shall the LESSOR be responsible for any loss or damage which the **LESSEE** may sustain by reason of any act whatsoever or neglect on the part of the **LESSOR** or any of his servants or by reason of the **PREMISES** or the building in which they are situate at any time falling into a defective state of repair or by reason of any repairs to be effected by the **LESSOR**, not being effected timorously or at all, and the **LESSEE** shall not be entitled for any of the reasons aforementioned or for any reasons whatsoever to withhold any monies payable by him under this Agreement, or to claim any refund, in respect of monies paid.
16. The **LESSEE** hereby indemnifies the **LESSOR**, its employees, contractors or any of its affiliates for any loss or damage to property or injury to persons suffered on the premises as a result of any act or omission by the **LESSOR**, its employees, contractors or any of its affiliates.
17. In the event of a fire or any other major event occurring on the **PREMISES** that renders the building or part of the building unlettable, the **LESSOR** shall have the right to terminate this lease and in such event he shall refund to the **LESSEE** rent paid in advance, beyond the date of termination of the Lease and the **LESSEE** shall not have any claim upon the **LESSOR** for damages in consequence of any such deprivation or for damage by fire or caused in the process of quelling such fire to furniture or any personal effects or damages due to any such event. The **LESSEE** binds himself not to use any apparatus or keep any combustibles or hazardous goods on the **PREMISES**, which may vitiate the **LESSOR'S** fire insurance policy or increase the fire insurance, premium.
18. It is a special condition of the Agreement to which the **LESSEE** hereby specifically agrees, that notwithstanding any receipt given for rent or deposit paid should the **LESSOR** be unable to give the **LESSEE** possession of the premises on the date herein before stipulated by reason of the fact that the building which at the date of the signing of this lease was still under construction, is not at the agreed date available for occupation, or by any reason of any fact, matter or thing whatsoever not due to wilful default on the part of the **LESSOR**, the **LESSEE** shall have no claim for damages or other right of action against the **LESSOR**/and or its/his Agents, and undertakes to accept occupation from whatever date the premises are available, subject to a remission by the **LESSOR** of rent in respect of the period of non-occupation.
19. The **LESSEE** undertakes to do nothing which may be a contravention of the terms of any of the **Lessor's** Insurance Policies or which might increase the premium payable under such insurance policies. In the event of the actions of the **LESSEE** or partly as a result of the actions of the **LESSEE** resulting in a claim by the **LESSOR** against the Insurance Company being not paid or partly not paid such claim or unpaid balance of such claim shall become the responsibility and liability of the **LESSEE**.
20. Should the rent, as aforesaid, or any other sum or sums payable by the **LESSEE** hereunder not be paid on due date, or should the **LESSEE** in any other respect whatsoever contravene or permit the contravention of any one or more of the provisions and conditions of the Agreement and the house rules or fail to observe any or more of these, notwithstanding any previous waiver on his part of any of his rights under this Agreement, the **LESSOR** shall have the right to cancel this Agreement without any notice whatsoever and to obtain possession of the **PREMISES** and for that purpose to take whatever action may be necessary for the immediate eviction of the **LESSEE** there from without prejudice to the Lessor's rights to claim any rent already due, and such further damages as the **LESSOR** may have sustained by reason of the **LESSEE'S** breach or default, including legal charges of whatsoever nature. Any relaxation or indulgence which may be granted by the **LESSOR** or the Agents or any condition by the **LESSOR** of any terms of this lease by the **LESSEE** shall not be taken to prejudice the **LESSOR** in respect of any prior or subsequent breach the terms hereof by the **LESSEE**.
21. The **LESSEE** agrees that no receipt shall be valid unless given on the **LESSORS** customary receipt form, duly validated and no error, if any, in such receipt shall be binding on the Agents or their principals for whom they may be acting in connection therewith.
22. Any notice to be given to the **LESSEE** shall be considered sufficient if addressed to him at the **PREMISES** which the **LESSEE** hereby chooses as his **DOMICILIUM CITANDI ET EXCECUTANDI** for the purpose of citation and execution, or delivered at the room the **LESSEE** is renting.
23. The **LESSOR** shall not be responsible or liable to the **LESSEE**, his family, friends, service providers or guests for loss sustained by any of them as a result of any theft, burglary or fire on the **PREMISES** or in or about the building or for any damage suffered of any state of disrepair, defect or flaw in or any failure, non-functioning or breakage of the **PREMISES** or the building, in which the premises are situate, or any fittings, or in fixtures, appliances or lifts therein. The nature of the service given in the premises by the representative and staff accept no responsibility or liability of whatsoever nature in respect of the receipt or the non-receipt and deliver/non-delivery of goods, postal matter or other correspondence.
24. All goods by the **LESSEE** onto the premises shall be placed there at his sole risk and no responsibility whatsoever is undertaken by the **LESSOR** or the Agent or their representatives
25. The **LESSEE** shall not conduct or allow to be conducted, on his behalf or on behalf of any other person in or about the Premises auction sales of any nature whatsoever.
26. Should the **LESSEE** fail to take possession of the **PREMISES** within a period of three (3) days from the date agreed upon in his Agreement or from whatever date the **PREMISES** are available, then in any such event the **LESSOR**, shall have the right and option of immediately cancelling this Agreement without notice, and thereupon this Agreement shall terminate and be of no force and effect. Should this Agreement be cancelled for the reason aforementioned, then in such event the **LESSEE** shall have no

Signature: _____

Date: _____

further rights or claims of whatsoever nature against the **LESSOR** by reason of the cancellation of this Agreement, notwithstanding anything to the contrary herein contained, The **LESSEE** shall, however, forfeit any deposit paid and be liable for any loss of rent or other damage sustained by the **LESSOR**.

27. The nature of any service in the premises by the servants of the **LESSOR** shall be decided by the **LESSOR**. Such services does not fall under the obligations of the **LESSOR** in terms of this contract and the **LESSOR** has a right to vary the time and nature of the service given or at any time to cancel such service.
28. The **LESSEE** shall have no right to a reduction in rent by reason of the fact that the premises are being repaired for any period during the period of the Agreement.
29. **The LESSEE shall be liable for all costs, which the Lessor's Attorney might incur because of legal action against the LESSEE. On demand from the LESSOR, the LESSEE shall refund such costs aforementioned, including tracing fees, collection costs, administration expenses and attorney and client costs.**
30. **The LESSEE hereby agrees to pay the cost of this Agreement thereon, as well as cleaning fee of R 600 – 00 on termination thereof.**
31. **If the Lessee vacates the room without doing Final Outgoing Inspection with the Lessor, then the latter agree that the Lessor's Final Inspection of the said room will be correct in all respects, and agrees that the amount of such damages is correct and immediately payable by the LESSEE.**
32. **Should the Lessee fail to hand the keys on time, penalty fees of R 1500.00 will be deducted from the deposit for breach of agreement, as well as cost incurred for the changing of the locks.**
33. **Should the Lessee not be present during the Final Outgoing Inspection, then the Latter will be liable for an Administration fee of R500.00.**
34. **In the event of the LESSEE giving notice to the LESSOR of his intention to vacate the premises before the expiry of this lease a cancellation fee of R 6000.00 (Six thousand Rands) or any other amount that may be determined, shall become due and payable by the LESSEE to SAVANA Residence. Due to the Nature of Student accommodation, any Tennant who breaches the contract will be liable to the aforementioned cancellation fee. The Deposits paid will not contribute to the cancellation fee and will be forfeited in the event of a cancelation. The cancelation fee has been determined taking into consideration costs spent and ongoing expenditure as well as agreements entered.**
35. **No indulgence, waiver or concession to the LESSEE in regard to the payment of rental or otherwise, shall be regarded as binding on the LESSOR.**
36. The **LESSEE** hereby acknowledges that he has inspected the premises referred to herein and agrees to hire the said premises in their present condition and he will not be entitled to call upon the **LESSOR** either now or at any time during this tenancy to effect any repairs, renovations, alterations or improvements to the said premises. He further undertakes to do any repairs that may be necessary at all times at his own expenses.
37. **Failure to pay the last rental instalment on time can attract an additional R 500.00 late payment fee.**
38. Where the increases referred to in clause 6 above can be directly applied to the premises leased to the **LESSEE**, then the **LESSEE** shall pay the amount of such increase in full, but where the increase relates to the whole of the **LESSOR'S** property, of which only a portion, constituting the premises in question, are leased to the **LESSEE**, then the **LESSEE'S** share of the increases provided for the said clauses, shall be calculated pro-rata, based on the rentals paid by the other tenants of the building. If there are any vacant premises in the **Lessor's** building, then the normal rental for such vacant premises shall be taken into account for the purposes of determining the **LESSEE'S** proportionate share on the basis, accordingly, that all the premises in the building are fully let.
39. NSFAS Learners Monthly billing is aligned to the Approved rate for savana as adjusted annually by NSFAS. Should the room rental rate be more than the NSFAS rate the **LESSEE is liable for the additional charge.**

THIS Agreement contains all the terms and conditions of the Agreement entered into by the **LESSEE** and the **LESSOR** and the **LESSEE** acknowledges and agrees that any representation, warranties, undertakings or promises whatsoever which may have been made by the **LESSOR** or the **Lessor's** Agents other than those contained herein shall not be binding or enforceable against the **LESSOR**, and the terms of this Agreement cannot be varied otherwise than in writing signed by both parties. The **LESSEE** hereby also agrees with the contents of the "House Rules" (Annexure B) and agrees to strictly abide by them.

THUS DONE AND SIGNED at PRETORIA on this _____ day of _____ 20____

Signature: _____

Date: _____

Lessee

WITNESS

THUS DONE AND SIGNED at PRETORIA on this _____ day of _____ 20____

LESSOR

WITNESS

Signature of Tenant

Date Signed

Signature: _____

Date: _____

STUDENT (LESSEE) FULL INFORMATION UPDATE

ROOM: _____

Surname: _____

Full Names: _____

Identity No./Passport No: _____ Student No. _____

Tertiary Institution: _____ Year: _____ (1ST, 2ND or 3RD ETC.)

Physical Address: _____

Postal Address: _____

Cellphone Number: _____

E-mail Address: _____

EMERGENCY CONTACT NUMBER

1. Surname & Name: _____ 2. Surname & Name: _____

Relationship: _____ Relationship: _____

Cellphone Number: _____ Cellphone Number: _____

Tel Number (Work): _____ Tel Number (Work): _____

Tel Number (Home): _____ Tel Number (Home): _____

FOR OFFICE USE ONLY

Commencement Date: _____

Number of Instalments

Monthly Instalments: _____

X 11

Signature: _____

Date: _____

INFORMATION OF PERSON(S) RESPONSIBLE FOR PAYMENT

Surname: _____

Full Names: _____

Identity Number/Passport Number: _____

Physical Address: _____

Postal Address: _____

Employer : _____

Work Address: _____

Telephone Number (Work): _____

Cellphone Number: _____

E-mail Address: _____

Signature: _____

Date: _____