
ARNHEM

BODY CORPORATE

Terms & Conditions – Parking Bay Lease Agreements

Preamble

This document constitutes a short-term letting agreement between the Arnhem Body Corporate (hereinafter the Lessor) and _____, the owner of section _____ (hereinafter the Lessee) and will commence on _____ (date) and continue for a period of 12 months after which it requires renewal.

Parties

By entering into this agreement, the Lessee accepts that the payment of the monthly bay rental will be debited on their levy account. If a tenant requests a parking bay, it must be done in conjunction with the owner and if such an owner is not willing to make the necessary payment with the levies, the tenant will then not be able to rent a parking bay.

Fees

The Lessee is responsible for the full or pro-rated standard monthly fee as determined by the Arnhem Body Corporate during the Annual General Meeting for the exclusive use of the parking space which is currently R _____ per month. This fee will be adjusted annually and take effect no earlier the 1st of July each year.

Subletting

The Lessee is not permitted under any circumstances to sublet the parking space.

Maintenance

The Lessee must provide the Lessor reasonable access to the parking space for maintenance of parking space when requested.

Registration and Licencing

All vehicles parked in the parking space must be registered and licenced in terms of the National Road Traffic Act 93 of 1996. The vehicles must at all times be in a roadworthy condition.

Use of the Parking Space

The parking space is only to be used as designated: a space for parking vehicles with the necessary licencing and registration. No caravans, boats or trailers are allowed. The parking space may not be used for storing of broken vehicles or items. The Lessee is responsible for keeping the vehicle they are using in good condition and free of hazardous leaks. Mechanical repairs on the vehicle will not be allowed in the parking space.

Transfer of Right to Use

Rented parking bays are not eligible for marketing of units for sale or for rent. Upon termination of a lease agreement or change of occupancy, this agreement expires immediately. The bay is returned to the Body Corporate for reallocation. The bay is not permanently allocated to the unit and cannot be transferred.

Parking areas may not be exchanged between owners and occupants without prior written authorization from the Lessor.

Cancellation

Leasing of the parking bays are based on a proven requirement and parking bays must therefore be used regularly to qualify. If the space is occupied for less than 20 days per calendar month, the Lessor reserves the right to review the parking requirement and cancel the lease.

The Lessee may cancel their lease at will and is not required to give prior notice. The bay will then be reallocated immediately.

The Lessor reserves the right to cancel the lease agreement with 30 days' notice.

The lease agreement expires automatically after twelve months and a new parking application must be submitted. Upon annual expiration of the lease, the current tenant will have the First Right of Refusal to the bay on the condition that the basis of their parking bay allocation has not changed.

Disclaimer

The Lessee uses the parking bay entirely at their own risk. The Lessor is not liable for any injury to, or death of any persons, or for the damage to or destruction, loss of any property including vehicles, whether this is caused by ordinary or gross negligence of the Lessor, it's employees, agents, contractors or any other cause whatsoever. The Lessor will not be held responsible for any damage to personal property or vehicle, resulting from the Lessee's negligence.

In Witness Whereof, the Parties agree to execute the agreement on the day and date mentioned herein.

Lessor: _____ Sign: _____

Lessee: _____ Sign: _____

Witness: _____ Sign: _____

Date: _____