

(Vacant premises; Non-nationals/Franchise deals)



OFFER TO LEASE PREMISES

TO:

Growthpoint Properties Limited (and/or any subsidiary or associated company acting on behalf of the owner of the premises described hereunder) (“the Owner”).

FAX NO: _____

1. The Offeror (“Applicant”) hereby offers to enter into a lease with the Owner (“Landlord”) on the conditions set out below in respect of the following premises:

Building Name		Situate At	
Unit no./ Shop No. / * Office No.		Size*	
Lease Commencement Date		Pro-rata percentage contribution	
Special Conditions		LEASE PERIOD	
Deposit Required (see 4 hereunder)		Usage Clause	
Beneficial Occupation		Other	
Air Conditioning (if applicable)		Merchants/ Marketing percentage (if applicable)	
Rates & Taxes/m²		Signage (if applicable)	

- Subject to updated layouts and designs, which will not substantially effect the configuration or size of the premises.(if applicable)

2. The rental / operating costs offered in respect of the premises described in Clause 1 above shall be as follows:

PERIOD	BASIC RENTAL			OPERATING COSTS		
	Rate per m ²	Amount per Month	Escalation rate	Rate per m ²	Amount per Month	Escalation rate



3. In addition to the costs set out in Clause 2 above, the Applicant shall be responsible for and make payment on demand to the Landlord for its pro-rata share of all municipal costs, including but not limited to rates, taxes, electricity consumption, other consumables payable (e.g. water, sewerage, refuse and effluent charges) etc. The Applicant's liability for charges for electricity, water and gas, shall be determined with reference to separate sub-meters installed in respect of the premises and as calculated by the Landlord to be in accordance with the provisions of the applicable municipal by-laws, together with such amount as the Landlord is entitled to charge in respect of the service charge of such meter. If there are no separate sub-meters installed in respect of the premises, the Applicant's liability for charges for electricity, water and gas shall be a pro-rata share of such charges calculated at the election of the Landlord according to the ratio between the area of the premises for the time being and the total area of the building occupied or capable of being occupied for the time being by the Applicant.
4. Upon signature hereof, the Applicant shall be responsible for; (a) a pro-rata share of insurance premium (if applicable); (b) the lease fees; (c) the 1st month's rent; and (d) the deposit in the amount stated in 1 above or such other amount as the Landlord may deem necessary in the circumstances and in terms of the relevant clause of the Agreement of Lease, which shall be payable to the Landlord on demand.
5. The Applicant acknowledges that all amounts due in respect of this offer and the formal lease are quoted exclusive of VAT.
6. The Applicant hereto agrees and undertakes to enter into a written Agreement of Lease with the Landlord incorporating the terms and conditions set out herein. The terms and conditions contained in the Landlord's standard written agreement of lease in use as at date hereof shall *mutatis mutandis* apply to this agreement once accepted in terms hereof by the Landlord.
7. The parties hereto agree that this offer is irrevocable for a period of _____ days from date of signature hereof and shall remain open for acceptance by the Landlord within this period.
8. The parties hereto agree and undertake that should the Applicant fail to enter into such agreement of lease as stated in 6 above, the provisions of this offer shall, provided the said offer is accepted by the Landlord within the period state in 7 above, constitute a lawful and binding contract between the Landlord and the Applicant incorporating all the terms and conditions of this offer to lease and those contained in the Landlord's standard agreement of lease, which standard lease agreement has been furnished to the Applicant and the terms contained therein are acceptable to the Applicant. In the event of any conflict between the provisions of this offer to lease and the conditions of the Landlord's standard agreement of lease, the provisions of this offer to lease shall prevail over the Landlord's standard agreement of lease and be carried into effect.
9. Should the Applicant already have taken possession of the premises and be in possession of the premises as at date hereof, and the Landlord declines to sign this offer, the Applicant shall nevertheless be bound by the terms of this offer, save that the Applicant's occupation of the premises shall be deemed on a monthly tenancy, subject to one months written notice to be given by either party, but subject in all other respects to the terms and conditions of this offer to lease and the Landlord's standard agreement of lease as contemplated in paragraph 8 above.
10. The rental and operating costs referred to in 2 above shall be due and payable on the first day of each month, without set-off or deduction, to the Landlord at its nominated address.
11. The Applicant acknowledges that no representations or warranties whatsoever have been made to it other than those set out above and that no alteration or variation of this document shall be of any force and effect unless in writing and signed by all the parties.
12. No variation, alteration or cancellation hereof shall be of any force or effect unless reduced to writing and signed by the Landlord and the Applicant.



13. If the Applicant fails to pay any rent or other amount due by it in terms hereof, or the Applicant commits any other breach in terms hereof, then, and on the happening of any of such events, the Landlord shall have the right, without prejudice to and in addition to any other rights which it may have at law and in its sole discretion, either to cancel this agreement and to retake possession of the leased premises without prejudice to its claim for arrears of rent and/or damages which it may have suffered by reason of the Applicant's breach or of the premature cancellation, or to convert this lease to one in which the Landlord [but not the Applicant who shall continue to be bound for the full period of the lease] shall be entitled to terminate by giving 1 [one] month's written notice to the Applicant, the remaining terms and conditions being otherwise unaffected, but without prejudice to the Landlord's claim for arrear rent and/or damages which it may have suffered by reason of the Applicant's breach or of the premature cancellation.
14. The Applicant submits that the information set out on pages 3, 4 and 5 in support of this offer, is confidential.
15. The Applicant further:
 - 15.1 undertakes to become a member of the Merchants Association (if applicable), should the Landlord insist on the formation of such an association, to abide by the rules of such an association and to pay a membership fee as prescribed, in 1 above.
 - 15.2 authorizes Growthpoint Management Services (Pty) Ltd (GMS) to conduct any reference / financial / credit checks which they deem necessary.
16. The Landlord, via GMS is required by legislation (the Prevention of Organized Crime Act 1998 and the Financial Intelligence Centre Act 2001), to establish the true identity and authority of its Clients. In accordance with this legislation, GMS requires all the documents requested herein, certified as a true copy by a Commissioner of Oaths, with the Applicants offer. The Applicant warrants to and for the benefit of the Landlord that he/she/it complies with this legislation. (Annexure A)
17. REGISTERED ENTITIES NAME _____
See Annexure A _____
18. TRADING AS _____
See Annexure A _____
19. REGISTRATION NO. _____
VAT NO. _____
20. CURRENT BUSINESS TEL. NO. _____
CURRENT BUSINESS FAX NO. _____
21. BUSINESS POSTAL ADDRESS _____
(Including Postal Code)
22. BUSINESS PHYSICAL ADDRESS _____
(Including Postal Code)
23. FULL NAME (SIGNATORY) _____



24. TELEPHONE NO. _____
OCCUPATION _____
SIGNATORY CELL NO. _____
EMAIL ADDRESS _____
FAX NO. _____
25. MARITAL STATUS _____
(See Annexure A) (PLEASE ATTACH COPY OF MARRIAGE CERTIFICATE)
26. IDENTITY NUMBER _____
(See Annexure A) (PLEASE ATTACH COPY OF I.D.)
27. ACCOUNTING PERSON NAME _____
EMAIL ADDRESS _____
CELL NO. _____
28. NATURE OF BUSINESS TO BE CONDUCTED _____
29. HAVE YOU HAD AN EXPERIENCE IN THE TYPE OF BUSINESS FOR WHICH THE LEASED PREMISES WILL BE UTILISED? IF YES - PLEASE STATE DETAILS. _____
30. WHAT GOODS / SERVICES ARE TO BE SOLD/PROVIDED IN THE LEASED PREMISES? _____
31. HAVE YOU OR ANY BUSINESS YOU HAVE BEEN ASSOCIATED WITH, EVER BEEN INSOLVENT / UNDER LIQUIDATION OR JUDICIAL MANAGEMENT? IF YES - PLEASE STATE DETAILS. _____
32. HAS THERE EVER BEEN A JUDGEMENT AGAINST YOU YOUR BUSINESS OR ANY BUSINESS YOU HAVE BEEN ASSOCIATED WITH? IF YES - PLEASE STATE DETAILS. _____
33. DO YOU OWN IMMOVABLE PROPERTY? IF YES - PLEASE STATE DETAILS. _____



34. HOW MUCH DO YOU INTEND SPENDING ON FIXTURES? _____

35. DO YOU INTEND TO EFFECT PAYMENT FOR THESE ITEMS IN CASH OR ON HIRE PURCHASE? _____

36. HOW MUCH WORKING CAPITAL WILL YOU HAVE AVAILABLE? _____

37. PLEASE FURNISH DETAILS OF ANY ORGANISATION TO WHOM YOU HAVE PAID RENT. _____

38. DIRECTOR/MEMBER DETAILS
A. DIRECTOR / MEMBER NAME _____
IDENTITY NO. _____
RESIDENTIAL ADDRESS (Including Postal Code) _____

B. DIRECTOR / MEMBER NAME _____
IDENTITY NO. _____
RESIDENTIAL ADDRESS (Including Postal Code) _____

C. DIRECTOR / MEMBER NAME _____
IDENTITY NO. _____
RESIDENTIAL ADDRESS (Including Postal Code) _____

TO FACILITATE THE PROCESSING OF THIS OFFER AND THE FINALISATION OF RELEVANT DOCUMENTATION IT IS IMPORTANT THAT COPIES OF ALL I.D. DOCUMENTS, COPIES OF FOUNDING STATEMENTS FOR CLOSE CORPORATIONS AND A CERTIFICATE OF INCORPORATION FOR PRIVATE COMPANIES (PTY) LTD BE SUBMITTED WITH THIS COMPLETED OFFER, FAILING WHICH THIS OFFER WILL NOT BE PROCESSED. (Annexure A).

39. BANKING DETAILS
A. PERSONAL CHEQUE/
CURRENT ACCOUNT
ACCOUNT NO. _____
BANK _____
BRANCH WHERE ACCOUNT HELD _____
BRANCH CODE _____



B. BUSINESS CHEQUE/

CURRENT ACCOUNT

ACCOUNT NO. _____

BANK _____

BRANCH WHERE ACCOUNT HELD _____

BRANCH CODE _____

40. SURETYSHIP DETAILS

A. FIRST NAME _____

SURNAME _____

IDENTITY NO. _____

RESIDENTIAL ADDRESS
(Including Postal Code) _____

B. FIRST NAME _____

SURNAME _____

IDENTITY NO. _____

RESIDENTIAL ADDRESS
(Including Postal Code) _____

C. FIRST NAME _____

SURNAME _____

IDENTITY NO. _____

RESIDENTIAL ADDRESS
(Including Postal Code) _____

41. SPECIAL CONDITIONS (IF ANY)



42. **TRADE REFERENCE DETAILS**

Name of Company	Current / Paid	Telephone No.	Account No.	For Office Use

43 The Applicant certifies and warrants that the information furnished is true and correct, that he/she has the authority to sign this application and the he / she has not misrepresented or concealed any material fact, which might have a bearing on the Landlord accepting this offer. If the Applicant signs on behalf of a Company or Close Corporation to be formed, the Applicant shall be the Tenant until such time as the Company or Close Corporation is registered, which must be within 21 (twenty one) days from the commencement date of the lease, and the Company or Close Corporation must ratify the lease by means of a resolution.

44 The Applicant by affixing his/her signature hereto acknowledges that he/she understands the contents of this document and shall be bound by same.

45. Growthpoint Management Services (Pty) Ltd are the duly authorized agent of the Landlord for all purposes herein.

SIGNED AT _____ ON THIS _____ DAY OF _____ 200

APPLICANT/S SIGNATURE/S

ACCEPTED FOR AND ON BEHALF OF THE LANDLORD AT _____ ON

THIS _____ DAY OF _____ 200 .

LANDLORD/AUTHORISED AGENTS SIGNATURE/S

LIST OF DOCUMENTATION AND INFORMATION REQUIRED FROM CLIENTS OF GROWTHPOINT MANAGEMENT SERVICES (PTY) LTD IN TERMS OF THE PREVENTION OF ORGANIZED CRIME ACT 1998 AND THE FINANCIAL INTELLIGENCE CENTRE ACT 2001

Growthpoint Management Services (Pty) Ltd, in terms of the above legislation, is required to be in possession of the following documentation / information in respect of all dealings with clients.

A. If the client is a **natural person**, the following documents are required:

1. **Certified Copy** of green bar coded Identity Document
(In the case where the ID is lost/stolen - A Certified Copy of temporary ID, passport or drivers license. All these documents to be accompanied by affidavit stating that the ID is lost/stolen)
2. Any one of the following documents reflecting your initials and surname to enable us to verify Residential Address:
 - A Utility Bill (Rates & Taxes) (Not older than 3 months)
 - A Telkom Account (Not older than 3 months)
3. SARS document reflecting your Income Tax number & if registered for VAT a SARS document reflecting your VAT number

B. If the client is a **company, close corporation or trust**:

1. Certified Copies of Company / Close Corporation /Trust Documentation
2. In the case of Companies and Close Corporations Proof of business address (only if different from registered address) on any one of the following documents:
 - Utility Bill in the name of the entity
 - Telkom account in the name of the entity
 - Letterhead
3. Income Tax and VAT numbers of the entity on a SARS document
4. Certified Identity Documents of Directors of Companies / Members of Close Corporations / Trustees of a Trust. Confirmation of each beneficial controllers contact particulars and residential address. Proof of a person's authority to act.(eg. CM29, CK1&/2)
In the case of a company or a close corporation a resolution giving one person authority to act on behalf of the entity for the specific deal is acceptable.