

MIKE SHEFER ESTATES cc

(2000/075543/23)

ESTATE AGENTS * DEVELOPERS & PROPERTY ADMINISTRATION

(MEMBER OF THE INSTITUTE OF ESTATE AGENTS)

193 CAPE ROAD
MILL PARK
PORT ELIZABETH
6001

Tel: 041 - 373 8676
Fax: 041 - 373 8695

PO BOX 12909
CENTRAHIL
PORT ELIZABETH
6006

MANAGEMENT AGREEMENT / Services Rendered

- a. Collect all monthly rentals and any ancillary charges from tenants.
- b. Exercise reasonable credit control in respect of all amounts owing by tenants.
- c. Inspect the premises on commencement and expiration of Lease Periods, or at any such other time, as may be requested by the Landlord. Full reports to be held on file of the Inspections undertaken. Additional inspection as requested by the Landlord, shall be subject to a fee of R180.00 (excl. vat), for the account of the Landlord, of which the Agent shall be authorised to deduct same from the Landlords account.
- d. Arrange for repairs and general maintenance for the account of the Lessor. Consent to be obtained from the Landlord for any such repairs/maintenance, which may exceed an amount of R 350.00 (Three hundred and fifty rand).
- e. Pay from rentals collected, all expenses incurred in the administration of the building.
- f. Endeavour to recover costs for repairs and replacements necessary, where tenant has damaged the property. Payments of proceeds of monthly rentals shall be electronically paid into the Landlords account on the first working day of the week, after the 10th day of each and every month. Submit financial statements and rent rolls to Landlords on a monthly basis.

Vat return to be calculated and submitted on behalf of the Landlords: - (if applicable and on request by the Landlord). Reading, calculation and invoicing tenants for electricity consumed, inclusive pro-rata shares towards common electrical supplies. Invoicing of latter to coincide with monthly rental statements. (if applicable and on request by the Landlord)

2. Leasing

Mike Shefer Estates (MSE) is further authorised to negotiate and re-let the said Property/ies on expiration of any such Lease Agreements and vacating of any such tenant.

Mike Shefer Estates shall be authorised to sign all Lease Agreements/or any such other documents pertaining thereto, on behalf of the Landlord, as their duly appointed and authorised Leasing Agent.

3. Fees

10% (exclusive of VAT) – on all Gross Monies collected on behalf of the Landlord on a monthly basis or any other amount as may be negotiated between the parties to this Agreement on signing of this Agreement.

MSE shall be entitled to recover advertising and disbursement costs in lieu of a procurement fee, for the securing of new tenants for said property, of which shall not exceed that of R650.00 (excl vat), without further prior agreement between all parties. MSE shall be authorised to deduct same from the landlords account in the first month that the new Lease Agreement commences.

4. Date of commencement of agreement

The 1st day of _____ 2010

5. Commencement of this agreement

This agreement shall commence, and take effect from the date mentioned in paragraph 4 hereof, and shall be of force and effect for an initial period of 12 months and may be terminated in terms of Paragraph 6 hereof.

6. Duration / Termination of the agreement

6.1 This Agreement shall commence on the effective date stipulated in Paragraph 4 hereof. Any notice of termination shall be given in writing at least 2(two) months prior to the anniversary date (i.e.: initial commencement date), of this agreement.

6.2 Each and every renewal of this Agreement will be subject to the same terms and conditions set out herein, except where specifically altered in terms of a separate written Agreement signed by both parties.

7. Domicilium

7.1 The parties to this Agreement hereby close *domicilium citandi et executandi* for all purposes under this Agreement at the addresses set out below their respective names hereunder:

7.1.1 _____ (Lessor)
 _____ (Address)

7.1.2 Mike Shefer Estates (Managing Agent)
193 Cape Road
Mill Park
Port Elizabeth
6001

7.2 Any notices to any party shall be addressed to such party at its domicilium aforesaid and either sent by prepaid registered post (deemed to have been received unless the contrary is proved on the fourth business day after posting), or by confirmed delivery e-mail or facsimile (deemed to have received unless proved to the contrary on the date of the successful transmission thereof if it is a business day, otherwise the next following business day), or by hand (deemed to have received unless proved to the contrary on the date of delivery, provided such date is a business day or otherwise on the next following business day).

7.3 Any party shall be entitled, by notice to the other, to change its *domicilium* to another address in the Republic of South Africa, provided that the change shall be given in writing to the other parties *domicilium* and shall only become effective 14 (fourteen) days after service of the notice in question;

7.4 For the purposes of this Agreement "business day" means any day other than a Saturday, Sunday or public holiday.

8. WHOLE AGREEMENT

8.1 This Agreement constitutes the entire contract between the parties hereto and no amendment or consensual cancellation of this Agreement or any provision or term thereof, and no extension of time, waiver, relaxation or suspension of any of the provisions or terms of this Agreement, shall be legal efficacy save insofar as the same is reduced to writing and signed by the parties hereto.

8.2 Any relaxation of any of the terms of this Agreement or any indulgence shown by either the parties to the other shall in no way prejudice the rights of such party and shall not be construed as a waiver or notation thereof.

Accepted by Landlord on this _____ day of _____ 2010

LANDLORD

WITNESS

Leased Property address: _____

Contact Details of Landlord:

(Home)	_____
(Work)	_____
(Cel)	_____