

- 1.1 **The Agency** Magner Properties Pty Ltd
Registration number 2015 / 3131761 / 07
Fidelity fund number F142604
- 1.2 **The Landlord** _____
ID number _____ (Attach copy of ID)
- 1.3 **The Premises** _____
- 1.4 **Monthly Rental** _____
Payment date: On or before the 3rd of the month depending on what day of the week the 1st falls
- 1.5 **Tick relevant box** or cross out not applicable
 Procurement Fee (as R value) First month's rent
OR
 Management fee (as R value or %) 10% of the monthly rental
- 1.6 Do you want Landlord Legal Eviction Protection at R180 per month YES / NO
- 1.7 The landlords nominated bank account:
Account holder _____
Bank _____
Account number _____
Branch number _____
Reference _____
- 1.8 The landlords physical address and contact details
Address _____ (Attach proof of address)
Email _____
Phone number/s _____
- 1.9 The agents physical address and contact details
Address Head office D3 Mayfair Square, Century Way, Century City, 7441
Email rentals@magnerproperties.co.za / inge@dewijnlandenrealty.co.za
Phone number/s 021 830 5848

The Landlord as owner of the Premises instructs the Agent herewith to **perform the functions of an Estate Agent** as defined in the Estate Agency Affairs Act 112 of 1976 ("EAAA").

The Agent is instructed either to **Procure** a Tenant for the Premises or **Manage** (1.5) a Tenant on the Premises; depending on which box is ticked in the Schedule.

The Agent acknowledges and warrants that he is registered as an Estate Agent with the Estate Agency Affairs Board, in terms of the Act, and that he is in possession of a valid Fidelity Fund Certificate.

The Agent is tasked with finding a suitable Tenant to lease the Premises from the Landlord. In so doing the Agent is responsible for the following

Procurement rights and duties

Advertising, marketing and otherwise exposing the Premises to potential Tenants including the use of the internet, telecommunications and general advertising and marketing strategy

Arranging for potential Tenants to view the Premises by making arrangements with the Landlord or current occupant of the Premises to have access to the Premises at all reasonable times for this purpose

Initial:

Negotiating the subsequent Lease Agreement with potential Tenants and ensuring all suspensive and resolute legal formalities pertaining to the Lease Agreement are complied with

Performing all vetting, including but not limited to credit, employment and other reference checks on potential Tenants who have applied to lease the Premises

Informing the Tenant of all rights and duties in terms of the Lease Agreement including the Tenant's duties to pay Rental on time and to look after the Premises

Initiating and performing the incoming snag list or initial inspection of the Premises and recording all existing damages or existing defects to the Premises;

Ensuring that the specific requirements in respect of a potential Tenant have been met and that a Tenant that does not meet those specific requirements such Tenant does not take occupation of the Premises; and

Ensuring that the Tenant can afford the required Rental by requesting all relevant documents including but not limited to payslips, employment contracts and bank statements

The Agent cannot be held liable to the Landlord (provided that the Tenant has been correctly screened and placed by the Agent) for any liabilities, such as the Tenant not paying Rental, vacating the Premises before the Lease Agreement expires, and the like

Collecting and ensuring payments of all amounts due and owing to the Landlord in terms of the Lease. Agreement and keeping a complete, correct and up-to-date record of such payments;

That the Deposit which the Tenant is required to pay in terms of the Lease Agreement is received immediately from the Tenant and is transferred to its trust account more specifically an interest bearing account with a banking institution, as required by the Rental Housing Act 50 of 1999

Management rights and duties

The Agent is further tasked with administering and managing the Lease Agreement as well as the Premises. In so doing the Agent is responsible for the following:

Paying the Landlord to his Nominated Bank Account as set out in item 1.7 of the schedule, by the date referred to in 1.4 of the schedule, all Required Rental and ancillary expenses paid by the Tenant;

The percentage or value as set out in 1.5 of the Schedule, per month on the total Rental collected, together with all such other costs and amounts which the Landlord may owe the Agent, will be deducted from the Rentals collected by the Agent before payment

Other expenses such as utilities for full and free title will be added on to the tenants account for payment and will get paid to the Landlord with the rent. The onus is on the Landlord to supply these accounts timeously. The Landlord may request other regular payments to be deducted from the rent and paid directly to the supplier on their behalf i.e. levies.

Tending to any small issues the tenant/apartment may have, as defined by the lease. After getting permission from the landlord for the repair, paying the contractor and deducting from the rent. Invoice to be sent to the owner for income tax purposes

Any major repairs above R1000 a quote will be received for approval by the landlord before repairs are authorised. Once the invoice has been paid by the agent, it shall be deducted from the rent as above

Inspecting the Premises as per the Lease Agreement

Drawing up a renewal addendum to the lease agreement yearly and getting it signed by all parties in the schedule

Attending to all defaults and breaches of the Lease Agreement and informing the Landlord promptly of these defaults and breaches

Initial:

Other terms and conditions

If furnished the landlord will supply the agent with a full inventory of (including but not limited to) furniture, appliances, bedding, utensils, equipment, outdoor equipment and furniture

If the Tenant signs a Sale Agreement with the Landlord at any time during the period of Lease Agreement or any renewal of the Lease Agreement or within 12 (Twelve) months after the Lease Agreement has terminated; then the Agent will be regarded as the direct reason that the sale took place and will be entitled to payment, by the Landlord, of Commission equal to 3% of the value of the purchase price

Should the Premises be sold during the Lease Agreement period, other than to the Tenant, Huur Gaat Voor Koop applies and the lease shall remain in place, with the new owners signing a new lease with The Agency for the remaining term of the lease or longer by agreement from all parties.

Procurement only: The Agent is entitled to a Commission from the Landlord based on the value or percentage as set out in 1.5 of the Schedule, upfront on the value of the Lease Agreement for procuring the Tenant. If the Lease Agreement is renewed, even if the Agent is not involved, the Agent will still be entitled to Commission upfront on the value of the renewed Lease Agreement

The landlord has read and accepted the information provided to them by Landlord Legal Eviction Protection and has accepted (1.6) or signed the waiver forms accordingly

Other: _____

Signed and dated by

Landlord

This done and signed by the landlord :

Name Signature

At _____ on this _____ day of _____ 20..

Agent

This done and signed by the Agent :

Name Signature

At _____ on this _____ day of _____ 20..

Landlord Legal – Eviction Protection offered by Magner Properties:

At Magner Properties and De Wijnlanden Realty, we always strive to supply our clients with only the best possible service.

In the current economic circumstances and since tenants are constantly obtaining more rights, it is of utmost importance that we present our clients with the best service in providing them with options to protect themselves appropriately.

Although we do all the appropriate credit checks, situations do arise where tenants commit a breach of contract and then refuse to cooperate or to vacate the premises. In these circumstances the owner does not have a choice but to approach an attorney to evict the tenant from the premises.

Legal costs for an eviction in the Magistrates Courts can vary between R10,000.00 and R50,000.00 and High Court matters can reach up to a R100,000.00, and more, if opposed.

To protect our landlords against this type of legal cost, we have secured Legal protection on all our properties.

Landlord Legal is It is currently the biggest legal protection product in South Africa when it comes to property. Landlord Legal protection is underwritten by Guardrisk insurance. Should a tenant be in breach of the terms and conditions of his/her lease agreement and need to be evicted, then the eviction is done free of charge. (this includes: all attorneys costs, all advocates costs and all sheriffs costs, uncapped

More details:

- Includes all attorneys costs, all advocates costs and all sheriffs costs uncapped;
- A minimal R180 per month per property for peace of mind.
- You will not have to fill in any forms, because we are the holder of the product..
- If the answer is no, please complete the Disclaimer Form and email back to us immediately.
- You can take out the protection yourself but then you will have a 3 month waiting period and have to pay R250 per property but through Magner Properties we have negotiated a discounted price of only R180.
- More information here www.landlordlegal.co.za/

Tenants have many rights and we therefore need to look after the financial well-being of all our owners. According to the latest PayProp study 1 out of 3 tenants default on a monthly basis, these figures have more than doubled from 1 out of 8 tenants during 2018.

It is therefore imperative that you have protection in place. Similarly, to any insurance product, you may never need it, but at least you will have peace of mind knowing you are protected and that you are not in for exorbitant legal fees to get rid of a tenant who is in breach of his/her lease agreement.

It is important to note the following - this is purely for your benefit and in your best interest as an added value to the services that we provide as your property representatives. Magner Properties as a company is not earning any commission off these fees.

If you feel that you are willing to take the risk, we understand that it is your decision as Landlord/Owner to do so, but then we require you to sign the attached Disclaimer form. By signing the disclaimer, you confirm that we offered you the necessary protection as part of our mandate, that we, as professionals in the property industry advised that you should protect yourself and if you decline, that you are taking all the risks upon yourself.

If you would like to accept the cover, please confirm in the mandate agreement schedule

Initial:

DISCLAIMER – Magner Properties Pty

(including any person and/or entity associated with it, or which trades under this or a similar name)

I/we,

(Property owner/s/person authorised)

with reference to the rental property situated at

(address),

confirm as follows:

1. I/we understand that Magner Properties, offers a standard service whereby all my/our legal fees (all attorneys fees, advocates fees and sheriff's costs) are covered in the event that my/our tenant is in breach of the lease agreement and/or if the occupiers' continued occupation becomes unlawful and needs to be evicted.
2. The risk of not accepting the said service has been explained to me/us which includes the risk that I/we may have to pay excessive amounts in legal fees in pursuing litigation/eviction.(R20,000.00 to R30,000.00, undefended) and defended cases could reach R100,000.00 and more. I/we have decided not to accept the service, regardless of the said risk.
3. I/we recognise that should any litigation arise against the tenant and/or the occupiers, that I/we will be liable for all the legal fees, including attorneys costs, advocate and sheriff's costs, pursuant thereto.
4. I/we renounce any claim I/we may have against Magner Properties, from whatever cause so arising, including, but not necessarily limited to any legal fees that may become payable pursuant to litigation *vis-à-vis* the tenant and/or the property's occupiers.

Signed and dated by

Landlord

This done and signed by the landlord:

Name

Signature

At _____ on this _____ day of _____ 20..