
MANDATE AGREEMENT TO LET AND MANAGE PROPERTY

BETWEEN

IDENTITY NUMBER: _____
(herein after referred to as the LESSOR or person duly authorized to give a Mandate)

Domicilium Address: _____

AND

SILVER FALCON TRADING 102 (PTY) LTD
REGISTRATION NUMBER 2004 / 013844 / 07
franchise trading as
PAM GOLDING RENTALS

herein represented by _____ duly authorized by a special resolution of the
directors of **SILVER FALCON TRADING 102 (PTY) LTD**
(herein after referred to as the AGENCY)

Type of Property: HOUSE / DUET / DUPLEX / SIMPLEX / FLAT / OTHER

Property to let situated at: _____
(herein referred to as the Premises)

Stand no: _____ Suburb: _____

Term: _____ months. Starting date; _____ 20_____

Rental: R_____ per month (monthly amount payable to owner)

COMPREHENSIVE MANAGEMENT ACTIVITIES

1. To find a suitable **LESSEE** from our internal referral system or by means of advertising in the appropriate media.
2. To seek references from and screen all prospective **LESSEE**. Financially and otherwise, to ensure that they are able to fulfill all obligations in terms of the lease agreement.
3. To draft and enter into, inter alia, a suitable contract on behalf of the **PRINCIPAL LESSOR (OWNER)** and to agree to the terms and contents of the said agreement. All documentation, including the contract between the **LESSEE** and Pam Golding Rentals, and digital photos will be held on file with Pam Golding rentals for any queries that may arise.
4. To collect and retain a deposit from the **LESSEE**, to be utilized for breakage or damage caused by the **LESSEE**, if needed.
5. To collect the monthly rent from **LESSEE**, which amount will be paid into the account of the **AGENCY**. The **AGENCY** will deposit the agreed monthly rental amount to the **LESSORS** nominated bank account within 3 working days after receipt thereof.
6. To ensure that the **LESSEE** abides by terms and conditions of the contract and if the **LESSEE** fails to do so, facilitate the legal procedure on behalf of the **LESSOR**. Legal costs which cannot be recovered from the **LESSEE** will be for the account of the **LESSOR**.
7. To notify and advise the **LESSOR** of any preventative or needed maintenance measures that may be deemed necessary.
8. To attend to all necessary repairs to the premises which may arise during the lease period and deemed to be for the **LESSORS** account in terms of the agreement including, but not limited to, emergency repairs as a result of burglary, vandalism, breakdown or a natural disaster.

MANAGEMENT FEE

A monthly management fee of 12.5% (+ VAT) will be deducted from the monthly rent. This service includes our comprehensive management activities as well as digital entrance and exit inspections.

ADDITIONAL INSPECTIONS

Interim inspections are important to ensure that tenants take good care of properties and to give feedback on maintenance issues.

Interim digital inspections and reports are an additional service and will be charged from the **LESSOR** at R_____ (+ VAT) per inspection, deductible from monthly rental collected. The digital inspection and report may be obtained from our offices.

Please indicate with X if you require additional interim inspections;

3 monthly

4 monthly

6 monthly

GENERAL

1. The **LESSOR** hereby authorize Pam Golding Rentals to accept quotes on his/her behalf and give instruction for emergency or other repairs of the rental property which would be deemed to be the responsibility of the **LESSOR** as per the lease agreement to an amount not exceeding R_____
2. The **LESSOR** hereby acknowledges that the premises are in good order and that all keys, locks, windows, other equipment and carpeting are likewise in good order.
3. The **LESSOR** further acknowledge that all the installations such electrical installations, gas installations and other professionally regulated installations are in good order and have been certified where needed as such by the installer.
4. In terms of the Financial Intelligence Centre Act, No. 38 of 2001 and its regulations, we are required by law to verify your identity and residential address, as well as the registration information pertaining to either a CC, Company or Trust. Please ensure that you present your original identity document or passport, either as **LESSOR** or representative, as well as proof of residence to the **AGENCY**. In the event that the **LESSOR** is either a CC or Company we require a copy of the registration documents and in the event that the **LESSOR** is a Trust we request a copy of the Letter of Authority as issued by the Master of the High Court.
5. If the property is sold at any stage to the **LESSEE** (or any legal entity of which the **LESSEE** forms part of) placed by the **AGENCY**, commission will be payable to the **AGENCY** at the rate of 7.5% (+ VAT).
6. The **LESSOR** agrees hereto that the **MANDATE** may be ceded at any stage of the contract without prejudice of rights, to a successor.
7. In the event of cancellation of the mandate or rental agreement before the end of the fixed period of the lease, due to any action and/or default by the **LESSOR**, the **LESSOR** shall be responsible for the outstanding commission due to the rental agency and agree that this commission may be deducted from any amounts still due to the **LESSOR** and held by the Agency. In the event that these funds are insufficient to cover the commission

due, legal proceedings may be instituted against the **LESSOR** for recovery of the commission or any part thereof and the **LESSOR** shall be held liable for any costs incurred.

8. In the event that the **LESSOR**, after expiry of this mandate or rental agreement, enter into a lease agreement with the **LESSEE** (or any legal entity of which the **LESSEE** forms part of) the Agency shall still be entitled to professional fees as per the agreed fee option contained in this mandate and may recover the professional fees or any part thereof by way of legal proceedings and the **LESSOR** shall be held liable for any costs incurred.

9. In the event that the **LESSEE**, vacates the property, for whatever reason, during the mandate or rental period and the rental agreement is subsequently terminated, the Agency shall have the right to find a suitable 'second' **LESSEE** from their internal referral system or by means of advertising in the appropriate media for the balance for the balance of the mandate or rental period.

BANK ACCOUNT DETAILS

NAME OF ACCOUNT: _____

BRANCH NAME & CODE: _____

BANK: _____

ACCOUNT NO: _____

SPECIAL CONDITIONS

THUS SIGNED AT _____ ON THIS _____ DAY OF _____

IN THE PRESENCE OF THE UNDERSIGNED WITNESS.

1. _____ LESSOR

2. _____ AGENT

For the AGENCY – PAM GOLDING RENTALS

PERSONAL INFORMATION

LESSOR

FELLOW LESSOR

Full Names: _____

Full Names: _____

Surname: _____

Surname: _____

ID No: _____

ID No: _____

Date of Birth: _____

Date of Birth: _____

Marital Status: _____

Date of Marriage: _____

Telephone numbers:

Work: (____) _____

Work: (____) _____

Work Fax: (____) _____

Work Fax: (____) _____

Home: (____) _____

Home: (____) _____

Cell: (____) _____

Cell: (____) _____

E-mail: _____

E-mail: _____

Employer: _____

Employer: _____

Occupation: _____

Occupation: _____

INSURANCE INFORMATION REGARDING PROPERTY

All improvements to the PROPERTY was insured with _____

Policy number _____

Bond at: _____ Account Number: _____

QUESTIONNARE

Water & Electricity provider: _____

Body Corporate: _____ House rules (PLEASE ATTACH FOR SECTIONAL TITLES)

Garden Services: _____ Pool Services: _____

Alarm System: _____ Intercom System: _____

Alarm Code: _____ Armed Response: _____ Payment: _____

Garage door motors: _____ Gate Motors: _____ Borehole: _____

Pets allowed: _____ Rubbish bin: _____ Satellite dish: _____