



**E-PARKING # 1**  
CNR CENTURY BOULEVARD &  
RATANGA ROADS

# CENTURYCITY

*Your space. Your place.*

## AGREEMENT OF PARKING LEASE

entered into by and between

**RABIE PROPERTY GROUP (PTY) LTD**

**Registration No. 2006/012251/07**

*(hereinafter referred to as the LESSOR)*

and

**Company Name:** .....

**Registration No.:** .....

**Vat No.:** .....

*(hereinafter referred to as the LESSEE)*

1. Subject to the conditions hereinafter set out, the LESSOR lets to the LESSEE (number of bays) \_\_\_\_\_ (in words \_\_\_\_\_) unreserved parking bays ("the bays") in the site presently named E-Parking ("the site") situated at Century City at a rental of R300.00 (three hundred rand) per month, exclusive of VAT.
2. This agreement shall commence on the (date) \_\_\_\_\_ notwithstanding the date of signature hereof and shall continued until terminated by either party giving to the other one calendar month's written notice to that effect.
3. The monthly rental (excluding VAT thereon) shall be payable monthly in advance on or before the first day of each month.
4. The monthly rental may be varied from time to time by the LESSOR giving to the LESSEE one calendar month's written notice of its intention to vary the same.
5. Should the monthly rental not be paid within 7 (seven) days of due date, the LESSOR shall be entitled, without any other rights or remedies, to cancel this agreement summarily by notice in writing posted to the LESSEE.
6. The LESSEE shall be permitted to park only one motor vehicle per bay at the monthly E-Parking and nothing else shall be parked, left or stored in any parking bay without the written consent of the LESSOR.
7. The LESSEE shall not make any alterations or additions of any nature whatsoever to the bay/s or the site and shall not at ant time or under any circumstances have any claim whatsoever against the LESSOR for any improvements effected thereto.

### CENTURY CITY PROPERTY OWNERS' ASSOCIATION

*(Association Incorporated under section 21)*



Cnr. Century Avenue & Summer Greens Drive, Century City, Cape Town, 7441, PO Box 0004, Century City, 7446

**TEL:** +27 (0)21 552 6889 **FAX:** +27 (0)21 555 2986 **E-MAIL:** info@ccpoa.co.za **WEB:** www.centurycity.co.za

**DIRECTORS:** G.W. Deans, R.E.P. Harries, J.A.L. Chapman, M. Bezencon, V.S. Gutsche, W.J. Abegglen, A.G. Usher, F.J. Grunewald, W.J. Taylor, S.P. Brand

Co. VAT No.: 4790173555 Co. Reg No.: 1997/001905/08

8. The LESSOR accepts the bays in the condition in which they are at present and shall have no claim against the LESSOR for any defect therein.
9. The LESSEE accepts that its vehicles and the contents thereof are driven, parked and garaged entirely at the LESSEE'S risk. The LESSEE shall not have any claim of any nature against the LESSOR or any of its employees or agents for any loss, damage or injury which the LESSEE may directly or indirectly suffer (even if such loss, damage or injury is caused through the negligence or gross negligence of the LESSOR or its employees or agents) by reason of any latent or patent defects in or on the bays or the site, or fire in or on the site, or theft, robbery or assault, or by reason of the bay or the site or any part thereof being in a defective condition or state of disrepair or any particular repair not being effected by the LESSOR timeously or at all, or arising out of vis maior or casus fortuitus or any other cause either wholly or partly within the LESSOR'S control, or arising out of any act or omission by any other user of the site, or arising from any other cause whatsoever.
10. The LESSEE hereby indemnifies the LESSOR against any claims, proceedings, loss or damage directly or indirectly arising in any way out of or in connection with the use of the bay, including any claims, proceedings, loss or damage arising from any loss damage or injury which any third party may directly or indirectly suffer.
11. There shall be no dedicated security in or on the site nor shall there be any obligation on the LESSOR to provide any security services.
12. The LESSEE shall not sub-let, permit anyone else to use, or part with possession of the parking bays without the LESSOR'S prior written consent.
13. No refund shall be claimed, or be claimable in the case of non-use of parking facilities.
14. The location of E-Parking may be changed from time to time at the sole discretion of the LESSOR at any stage in the future.
15. The LESSEE agrees to observe all rules and regulations which may be imposed by the LESSOR in regard to the use of its parking facilities and the LESSEE shall from time to time be notified in writing of the terms of such rules and regulations, which shall be deemed to form part of this agreement. Failure to observe such rules and regulations will constitute a material breach of this agreement.
16. The LESSOR reserves the right to relocate the site by giving the LESSEE 1 (one) month's prior written notice of its intention to do so.
17. This document constitutes the whole agreement between the parties and no warranties or representations, whether express or implied, not stated herein, and no agreement at variance with the terms and conditions hereof, unless reduced to writing and signed by or on behalf of both parties, shall be binding on the parties.
18. No act of relaxation on the part of the LESSOR in regard to the carrying out of any of the LESSEE'S obligations in terms of this lease shall prejudice or be deemed to be a waiver of any of the LESSOR'S rights in terms hereof
19. The LESSEE shall be liable for the stamp duty payable in respect of this lease or any renewal of this lease.
20. Any notice in terms of this agreement shall be delivered to
  - 20.1 to the LESSOR at :  
Rabie Property Group (Pty) Ltd  
Suite G18  
Colosseum  
Cnr Century Boulevard & Century Way  
Century City  
7441

20.2 to the LESSEE at  
Physical Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Postal Address for invoicing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Name: \_\_\_\_\_  
Contact Telephone: \_\_\_\_\_  
Contact E-Mail: \_\_\_\_\_

21. "The Lessee acknowledges that Century City Property Owner's Association have been appointed as the managing agent to manage all aspects of e-parking on behalf of the Lessor which, unless otherwise advised by the Lessor, shall include the collection of all amounts payable in terms of this lease agreement."

Signed at \_\_\_\_\_ on \_\_\_\_\_ 2011

**AS WITNESSES:**

1. .... For and on behalf of the **Lessor** by  
who warrants his authority hereto.

2. ....

Signed at \_\_\_\_\_ on \_\_\_\_\_ 2011

**AS WITNESSES:**

1. .... For and on behalf of the **Lessee** by  
who warrants his authority hereto.

2. ....