

LEASE AGREEMENT

Entered into between

PLANET JUNGLE GYM (PTY) LTD

And

_____ Name _____ ID/Reg. Number

(hereinafter referred to as the "Lessee")

1. DEFINITIONS AND INTERPRETATION

In this Agreement, except where the context otherwise requires, the following words and expressions shall have the following meanings:

- 1.1 **Play Equipment** means the Jungle Gym and/or Playground Equipment and accompanying equipment and attachments, described hereunder as: (which description also corresponds with the description set out in the invoice supplied by Planet Jungle Gym to the Lessee at date and time of delivery.)
- 1.2 **Month** means thirty (30) days from date of delivery of the Play Equipment to the Lessee.
- 1.3 **Delivery date** means the date for delivery as specified in the invoice, which date shall be mutually agreed to between parties.
- 1.4 **Delivery address** means the physical place/address for delivery of the Play Equipment as specified in the rental contract.
- 1.5 **Lease Period** means the amount of months as specified in this rental contract period for the rent of the Play Equipment.
- 1.6 **Headings** are given for convenience only and shall not affect interpretation;

2. OWNERSHIP

All Play Equipment and its accompanying parts/attachments shall at all times remain the property of Planet Jungle Gym and ownership thereof does not transfer to the Lessor in terms of this agreement.

3. TERMS OF LEASE

- 3.1 This lease agreement shall be for a period of _____ months, with an option to extend after the expiration of the specified time. **The minimum rental period is 12 (twelve) months.**
- 3.2 Should the Lessee wish to take other Play Equipment on the expiration of this lease, then a new lease will be signed for the lease of new Play Equipment.
- 3.3 The Lessee is to pay monthly instalments in advance **on or before the first day of every month** as per the invoice sent out together with this agreement stating the amount payable.
- 3.4 The minimum monthly rental amount of all play equipment combined must be **R250** and the **minimum rental period is for 12 (twelve) months.**
- 3.5 A **refundable deposit** of one month's rental fee is payable on or before the delivery of the Play Equipment.
- 3.6 Should the play equipment be damaged or vandalized in any way, then the deposit will be used to repair any damaged and broken parts. This excludes wear and tear caused by proper use of the Play Equipment.
- 3.7 Delivery shall be charged in the Lessee's invoice and payable as a once off fee with the first payment.

4. OBLIGATIONS OF THE LESSEE

- 4.1 The Lessee shall use the Play Equipment for its correct purpose and shall not vandalise or damage it in any way.

- 4.2 The Lessee may relocate the Play Equipment from its original place of delivery to another premises only on the **written permission of Planet Jungle Gym.**
- 4.3 Planet Jungle Gym shall move the rental play equipment at an additional delivery and installation fee depending on the distance travelled.
- 4.4 The Lessee hereby gives consent to Planet Jungle Gym to inspect the play equipment during the lease period at any reasonable time, subject to prior reasonable notice.
- 4.5 The Lessee must notify Planet Jungle Gym in advance of its change of address and all contact details, including email addresses, cell phone numbers and landline contact numbers.
- 4.6 The Lessee will be liable for the cost of repair, should the Play Equipment be damaged as a result of negligent behaviour and/or abuse other than regular wear and tear.
- 4.7 The Lessee will be responsible for the payment of an additional fee of R1 000.00 should it be necessary to dismantle the play equipment upon its removal due to alterations made to the premises on which the play equipment was leased.

5. MAINTANANCE OF PLAY EQUIPMENT

- 5.1 Planet Jungle Gym shall maintain its Play Equipment by replacing any damaged, broken or loose parts caused by regular wear and tear at no expense to the Lessee.
- 5.2 The Lessee is to notify Planet Jungle Gym of any item that needs to be replaced as soon as the Lessee becomes aware of it.

- 5.3 Where the Play Equipment has been damaged due to improper use, such as by excessive weight applied or incorrect use of equipment itself, then the Lessee shall be liable for the cost of repairing and/or replacing the damaged part/s.

6. THEFT/ABANDONMENT OF PLAY EQUIPMENT

- 6.1 The Lessee shall be liable for the full purchase price of any play equipment which has been stolen or is missing from the delivery address when Planet Jungle Gym comes to collect the play equipment.
- 6.2 Where the Lessee does not arrange proper access to the property where the play equipment is to be collected from and Planet Jungle Gym is not able to gain entry onto the premises in order to collect the play equipment, then the Lessee will be liable for the full purchase price of the play equipment.
- 6.3 Should the Lessee move/leave the premises at which the play equipment is housed, **without informing Planet Jungle Gym to move/collect the play equipment within 24 hours of leaving those premises**, then the items have been abandoned by the Lessee and the Lessee will be liable for any theft/damage/loss of play equipment in any way.

7. EARLY TERMINATION

- 7.1 Should either party wish to cancel the agreement then a one month written notice is necessary from one party to the other.
- 7.2 The Lessee will be liable for **payment on the outstanding term** (number of months left over) of the contract and will be liable to a **collection fee** for Planet Jungle Gym to collect the Play Equipment.

- 7.3 Should the Lessee fall two months behind in payment then the contract is breached and Planet Jungle Gym will attend to collect the Play Equipment immediately. In this case, the Lessee is in breach and liable for the payment on the outstanding term (number of months left) and for payment of the collection fee. The deposit will be used to set off against any accounts owing.

8. BREACH OF THIS AGREEMENT

- 8.1 Should any term of this agreement be breached by the Lessee, then Planet Jungle Gym shall give written notice to the Lessee to rectify its breach within seven (7) days.
- 8.2 Should the Lessee fail to rectify its breach timeously then Planet Jungle Gym shall:
- 8.2.1 be entitled to immediately cancel this agreement and to remove its Play Equipment from the rental premises at a removal fee which will be for the Lessee's account;
 - 8.2.2 be entitled to institute legal action against the Lessee for any arrear payments owing together with interest and legal fees thereon.
 - 8.2.3 be entitled to recover the full balance of the rental contract together with the collection fees.

9. DISCLAIMER

All Play Equipment is used at the Lessee's own risk and Planet Jungle Gym will not be held responsible for any loss or injury to persons or property arising from the use of its Play Equipment.

10. DOMICILIUM CITANDI

10.1 All legal documents, notices or other communication must be delivered to the following address of Planet Jungle Gym, which will act as its domicilium citandi et executandi:

9.2. All legal documents, notices or other communication must be delivered to the following address of the Lessee, which will act as its domicilium citandi et executandi:

Signed at _____ on _____ 20__.

For and on behalf of the Lessor

Name and capacity

Witnesses: 1. _____
2. _____

Signed at _____ on _____ 20__.

For and on behalf of the Lessee

Name and capacity

Witnesses: 1. _____

2. _____