



MANDATE TO LET – INDIVIDUAL UNIT/S

1. I the undersigned _____ Identity No. _____

being the registered owner of: ERF _____

situated at _____
(hereinafter referred to as "the premises")

do hereby nominate and appoint TRAFALGAR PROPERTY MANAGEMENT to be my sole and lawful Management Agent to find a person willing and able to lease the Premises for a monthly rental of:

R _____ (_____)

Commencing Date: _____

for a minimum period of : _____

Any enquiries received by me in connection with such proposed lease of the Premises will be referred to the Managing Agents.

I have read the standard Agreement of Lease prepared by the Managing Agents and agree that the lease to be entered into by me in respect of the Premises is to be subject to the same terms and conditions as the aforesaid standard Agreement of Lease. The Managing Agent is hereby authorized to sign the standard Agreement of Lease on behalf of the Lessor.

2. The Managing Agent is hereby authorised to enter the Premises with prospective lessee at all reasonable times in order to view same, and generally to take all reasonable steps to carry out this Mandate properly and in a businesslike manner including the placing of advertisements which are to be for my account.

3 COSTS

3.1 The Managing Agent shall be entitled to a commission of _____ %(excluding VAT) per month on total rental collected for procuring the tenant, negotiating a lease and for administration of the Premises. The commission together with all such other costs and amounts for which the Lessor may be liable to the Managing Agent may be deducted from the rentals collected by the Managing Agent. Any shortfall in the Managing Agents Trust Account arising out of a payment by the Managing Agent to the Lessor shall be refunded by the Lessor on request.

Or

3.2 The Lessor agrees to a commission of one month's total rental for procuring a tenant and negotiating a lease.

3.3. Where applicable the Lessor shall be responsible for the following additional costs: national and international telephone calls, faxes, postage, bank charges and a credit check (of the prospective tenant/s) amounting to R _____.

3.4. Any additional property inspections requested by the owner will incur further costs in line with Trafalgar's current pricing.

4 Upon the Managing Agent procuring a lessee who complies with the aforementioned requirements and in respect of which a binding Agreement of Lease has been completed and signed by the prospective lessee and by myself or my Agent. I hereby nominate and appoint the Managing Agent to be my sole and lawful agent to manage the Premises with authority to:

- a) collect rentals and ancillary charges from the lessee.
- b) collect a deposit from lessee and hold in Trust Account.
- c) exercise reasonable credit control in respect of all amounts owing by the lessee. The Managing Agent shall not instruct attorneys without my prior consent. Attorney fees are to be recovered from the Lessee, failing which then such fees incurred will be for my expense. The Managing Agent shall not be held liable

for any amounts owing by the lessee.

- d) premises will be inspected each time a tenant takes occupation or vacates these premises. Any further inspections required would incur costs in accordance to the charges as per clause 3.4 of this agreement.
 - e) arrange for repairs and general maintenance of the Premises for my account to a maximum of R_____ for any individual repair without my prior consent.
 - f) pay from rents collected all expenses incurred in the administration of the Premises.
 - g) take reasonable steps to recover the costs of repairs or replacements necessary where the lessee has damaged the Premises, provided that the Managing Agent shall not instruct attorneys without my prior consent with regard to any matter mentioned in this sub-clause or elsewhere in clause 4c, and
 - h) submit monthly statement to me.
5. a.) Such Mandate to manage the Premises shall endure for a period equivalent to the lease period as recorded in the Memorandum of Agreement of Lease. Should I cancel this Mandate for any reason prior to the expiry date, I shall nevertheless remain liable to the Managing Agent for such commission as the Managing Agent would have earned for the unexpired portion of the lease. This commission will become due and payable forthwith upon cancellation of the Mandate.
- b) Two months prior to the expiry date of the Lease Agreement written notice will be given to the tenant to Renew the Lease Agreement. All costs involved for renewing the Lease Agreement will be for the Tenants account.
- c) If the Mandate is cancelled before the Unit has been let then I agree to pay a cancellation fee of R300.00 which will cover any expenses incurred during the execution of this Mandate.
6. The full details relating to the Premises are as set out in the annexure hereto, the contents of which I acknowledge to be correct.
7. I hereby undertake to ratify whatever the Managing Agent shall lawfully do or cause to be done pursuant to this Mandate and do further indemnify the Managing Agent against any loss or claims whatsoever which may arise from the Management of the said property, including loss arising from any act or omission of the employees of the Managing Agent.
8. I accept and take responsibility to ensure that once a lease has been signed, that I shall forward a copy of the House Rules to the Managing Agent and tenant, by hand or by pre-paid registered post.

Dated and Signed at _____ on this _____ day of _____ 20 _____
AS WITNESS:

1. _____
Lessor

Dated and signed at _____ on this _____ day of _____ 20 _____
AS WITNESSES:

1. _____
2. _____
Managing Agent on behalf of
Trafalgar Property Management