

AGREEMENT OF LEASE OF RESIDENCE

1. PARTIES

1.1 (INSERT NAME)

("the Lessor")

1.2 (INSERT NAME)

("the Lessee")

2. INTERPRETATION

2.1 In this Agreement:

2.1.1 clause headings are for reference purposes only and shall not influence its interpretation;

2.1.2 the parties shall, wherever necessary or appropriate, be referred to by their defined designations as in clause 1 above;

2.1.3 references to the masculine gender shall include the feminine and neuter genders and *vice versa*;

2.1.4 references to natural persons shall include bodies corporate and other legal personae and *vice versa*;

2.1.5 references to the singular shall include the plural and *vice versa*;

2.1.6 all schedules and annexes hereto shall be deemed to be incorporated herein and shall form an integral part hereof;

2.1.7 where a number of days is prescribed, it shall consist only of business days (i.e. days other than Saturdays, Sundays and Public Holidays) and shall be reckoned exclusively of the first and inclusively of the last day;

2.1.8 where the day upon or by which any act is required to be performed is not a business day, the parties shall be deemed to have intended such act to be performed upon or by the 1st (first) business day thereafter;

2.1.9 where an expression has been defined (whether in clause 2.2 below or elsewhere in this Agreement) and such definition contains a provision conferring rights or imposing obligations on any party, effect shall be given to that provision as if it were a substantive provision contained in the body of this Agreement;

2.1.10 if figures are referred to in numerals and words, the words shall prevail in the event of any conflict between the two.

2.2 In this Agreement, unless inconsistent with or otherwise indicated by the context, the following expressions shall bear the meanings assigned to them hereunder and cognate expressions shall bear corresponding meanings:

2.2.1 the Premises - means:

2.2.1.1 Erf No (**INSERT NUMBER**) (**INSERT NAME**) Township together with the dwelling and outbuildings erected thereon and situate at (**INSERT STREET ADDRESS**);OR

2.2.1.2 Apartment/Townhouse No (**INSERT NUMBER**) in the scheme known as (b) situate at (**INSERT STREET ADDRESS**) including the Exclusive Use Areas (if any);

****Delete 2.2.1.1 or 2.2.1.2 as applicable***

together with such furniture and other household effects (if any) as are listed in the Inventory attached hereto.

2.2.2 the Rental - means the amount referred to in clause 4.1 (or, if applicable clause 5.2.2 below as escalated in terms of clause 4.2 below);

2.2.3 the Estate Agent - means Messrs (**INSERT NAME**) trading as (**INSERT NAME**) of (**INSERT ADDRESS**) Refer Mr/Ms (**INSERT NAME**);

2.2.4 the Deposit - means the deposit referred to in clause 6 below;

2.2.5 the Exclusive Use Areas - means the following parts of the building referred to in clause 2.2.1.2 above and/or the land on which such building is erected:

2.2.5.1

2.2.5.2

2.2.5.3

2.2.5.4

including (if applicable) the garden and yard of the townhouse/apartment referred to in clause 2.2.1.2 above.

3. **LETTING AND HIRING**

3.1 The Lessor hereby lets to the Lessee, who hereby hires, the Premises subject to the terms and conditions contained in this Agreement.

3.2 The Premises shall be personally occupied by (**INSERT NUMBER OF PERSONS**) and not more than (**INSERT NUMBER**) other persons.

4. **RENTAL AND SECURITY FOR PAYMENT**

4.1 The Rental shall be R(**INSERT AMOUNT**) per month, subject to clause 4.2 below.

4.2 The Rental shall be subject to an escalation of% per annum from the 1st (first) day

of of each year, and the amount referred to in clause 4.1 above, escalated as aforesaid, shall then, with effect from the said date, constitute the Rental.

4.3 The Rental shall be paid monthly in advance on the 1st (first) day of each month, free of any deduction or set-off, at the offices of the Estate Agent or such other address as the Lessor may in writing direct.

4.4 During the period of this Lease, the Lessee shall not, without the prior written consent of the Lessor, remove any movable property brought onto the Premises by the Lessee at the commencement of or during the period of this Lease, it being understood that such movable property is to remain on the Premises as security for all Rentals or other payments for which the Lessee is liable in terms of this Agreement.

***Delete 4.2 if not applicable**

5. LEASE PERIOD

5.1 This Lease shall commence on the day of 20....., and shall continue thereafter until terminated by either party giving to the other (**INSERT**) calendar months' written notice of termination; provided however that such notice of termination:-

5.1.1 may not be given by either party so as to expire prior to the day of 20.....; and

5.1.2 shall be valid only if given on or before the last day of any calendar month.

5.2 This Lease shall commence on the day of 20..... and shall terminate at midnight on the day of 20..... ("the expiry date"). The Lessee has the option to renew this Lease for a further period of months ("the renewal period"), commencing on the 1st (first) day following the expiry date, on the same terms and conditions contained in this Agreement, provided that:-

5.2.1 the Lessee shall exercise this option by giving written notice of such exercise to the Lessor on or before the day of 20....., failing which the option shall lapse; and

5.2.2 the Rental payable during the renewal period shall be R(**INSERT AMOUNT**) per month, subject to escalation in terms of clause 4.2 above.

***Delete either 5.1 or 5.2 as applicable.**

6. DEPOSIT

6.1 The Lessee shall, immediately after the Lessor has signed this Agreement, pay a deposit of R(**INSERT AMOUNT**) to the Estate Agent, to be retained in trust by the Estate Agent until the termination of this Lease.

6.2 Interest earned on the Deposit whilst retained in trust as aforesaid, shall accrue to the benefit of the Lessee.

6.3 On the termination of this Lease, the Deposit shall be dealt with as follows, subject to clauses 11.2, 16.2 and 16.3 below:-

6.3.1 the Lessor may, in his discretion, apply the Deposit towards the payment of all amounts for which the Lessee is liable under this Agreement, including, but without limitation, arrear Rental, unpaid electricity, water and telephone accounts, the cost of repairing damage to the Premises, and/or replacing lost keys; and

6.3.2 the balance of the Deposit (if any) shall be refunded to the Lessee not later than 60 (sixty) days after the termination of this Lease.

7. ADDITIONAL PAYMENTS BY LESSEE

7.1 The Lessee shall, on demand, pay to the Lessor:-

7.1.1 the costs of drawing this Agreement; and

7.1.2 all legal costs as between attorney and own client, incurred by the Lessor in respect of any legal steps taken by him against the Lessee to enforce any of the Lessee's obligations under this Agreement.

7.2 Except insofar as they are included in any levy payable by the Lessor in terms of clause 9 below, the Lessee shall, from the date of commencement of this Lease, promptly pay for:-

7.2.1 all electricity (including electricity service charges), water and gas (if any) consumed on the Premises;

7.2.2 all refuse removal fees levied on the Premises;

7.2.3 all sewer, effluent and sanitary fees levied on the Premises;

7.2.4 all charges arising out of any telephone service installed on the Premises;

7.2.5 any other fees payable in respect of services rendered to the Premises during the period of this Lease.

In the event of the Lessee failing to make payment of any of the foregoing, the Lessor shall have the right, without prejudice to his other rights in law or under this Agreement, to effect payment and recover from the Lessee the amount/s so expended.

7.3 It is recorded that, as at the date of signature of this Agreement by the Lessor, the municipal rates and taxes/levy currently payable by the Lessor to the relevant local authority/body corporate/share block company/home owners' association in respect of the Premises is R(**INSERT AMOUNT**) per month. Should this amount be increased by the local authority/body corporate/share block company/home owners' association at any time during the period of this Lease, the Lessor shall (after having paid the amount of the said increase to the local authority, body corporate/share block company/home owner's association) be entitled to recover from the Lessee the amount of such increase, monthly as and from the date of the increase to the date of termination of this Lease.

7.4 Payment of Rental received after the seventh day of the month in respect of which it is due, shall be subject to a surcharge of R(**INSERT AMOUNT**) to cover collection fees and/or additional administration costs. The Lessee shall, on demand, pay such surcharge to the Lessor or to the Estate Agent, acting on behalf of the Lessor.

(Note: If a separate meter has not been installed on the Premises in respect of electricity, water and gas (if any) supplied to the Premises, the Lessor and the Lessee should conclude a separate Agreement in respect of the Lessee's liability for a

contribution towards the costs of such consumption.)

8. **ACKNOWLEDGEMENTS BY LESSEE**

The Lessee acknowledges that:-

- 8.1 the Premises are let subject to all of the conditions contained in the title deed of the Premises or of the land on which the Premises are situate (as the case may be) and the provisions of any applicable town planning scheme; and
- 8.2 he has inspected the Premises and has found them suitable for the purpose for which they are let; and
- 8.3 he will have no claim for damages whatsoever against the Lessor if for any reason the Premises become unsuitable for the purpose for which they are let; and
- 8.3.1 the Estate Agent, if so authorised by the Lessor, may exercise on behalf of the Lessor all of the Lessor's rights and powers in terms of this Agreement; and
- 8.4 payment of Rental (and/or other amounts for which the Lessee is liable in terms of this Agreement) by way of cheque is an indulgence to the Lessee and, in the event of any such cheque being dishonoured for any reason whatsoever, the Lessee shall be obliged to effect all future Rental and/or other payments in cash; and
- 8.5 all goods brought onto the Premises by the Lessee shall be at the sole risk of the Lessee without the Lessor incurring any responsibility relating thereto; and
- 8.6 the Lessor shall not be liable for any loss sustained by the Lessee by reason of any burglary of or fire on the Premises or for any damage suffered by the Lessee as a result of any act or omission on the part of the Lessor and/or his agent or as a result of any defect in the Premises; and
- 8.7 the Premises form part of a sectional title scheme under the provisions of the Sectional Titles Act 95 of 1986 and that the Premises are let subject to the conditions contained in the relevant sectional plan and the rules applicable to such scheme; or
- 8.8 the Premises form part of a share block scheme under the provisions of the Share Blocks Control Act 59 of 1980 and that the Premises are let subject to the articles of association and memorandum of the relevant share block company, and the use agreement applicable to the Premises.

***Delete clause 8.8 and/or 8.9 as applicable**

9. **PAYMENT OF RATES AND TAXES AND LEVIES**

The Lessor shall be liable for all rates and taxes/levies payable in respect of the Premises to the local authority/body corporate, share block company/home owners' association concerned.

10. **PROHIBITION AGAINST SUBLETTING AND PARTING WITH POSSESSION**

The Lessee shall not:-

- 10.1 cede his rights or assign his obligations hereunder; or

10.2 sublet the Premises or any portion thereof; or

10.3 part with possession of the Premises or any portion thereof, without the Lessor's prior written consent which, in the case of clause 10.2 and 10.3 above, shall not be unreasonably withheld.

11. OCCUPATION

11.1 Notwithstanding any receipt given for any Rental or Deposit paid in terms of this Lease, the Lessee shall have no claim for damages or other right of action against the Lessor, or be entitled to cancel this Lease in the event of the Lessor being unable, for any reason whatsoever not attributable to wilful default on the part of the Lessor, to give the Lessee occupation of the Premises on the date of commencement of this Lease and the Lessee undertakes to accept occupation from whatever date the Premises become available for that purpose, subject to a remission of Rental in respect of the period of non-occupation.

11.2 Should the Lessee fail to take occupation of the Premises on the date upon which the Premises are made available to him for that purpose, the Lessor may, without incurring any liability whatsoever towards the Lessee, immediately cancel this Agreement without notice, whereupon the Lessee shall forfeit the Deposit paid by him, while remaining liable for any loss of Rental or damages sustained by the Lessor; provided however that the foregoing provisions shall not apply if the Lessor and the Lessee have agreed in writing that the Lessee will not take physical occupation of the Premises on the said date.

11.3 In the event of the Lessee not being able to enjoy beneficial occupation of the Premises as a result of them having been materially damaged by fire, earthquakes, weather storms, riot activity or the like, and the Lessor:-

11.3.1 failing within 30 (thirty) days of the date of such damage, to give the Lessee written notice that he intends to continue this Lease, then this Lease shall be deemed to have been cancelled on the date that the damage occurred, and the Lessor shall refund to the Lessee all Rental paid in advance of the date of such damage; or

11.3.2 having given notice to the Lessee as aforesaid, the Lessor shall restore the Premises to a tenable condition as expeditiously as practicable and the Lessee shall be entitled to a total or partial remission of Rental according to the extent to which and the period for which he was deprived of beneficial occupation of the Premises.

Save as provided in clauses 11.3.1 and 11.3.2, the Lessee shall have no other claims whatsoever against the Lessor.

11.4 The Lessee may not, without the Lessor's prior written consent, which shall not be unreasonably withheld:-

11.4.1 vacate the Premises prior to the termination of this Lease; or

11.4.2 allow the Premises to remain unoccupied for any period exceeding six weeks;
or

11.4.3 permit or allow any persons other than those persons referred to in clause 3.2 above to occupy the Premises or to reside therein.

12. DEFECTS AND MAINTENANCE

- 12.1 It is hereby recorded that at the time of the conclusion of this Agreement, the Premises were in a good state of repair and condition, and that all keys, locks, glass windows, electrical installations, sanitary-ware, sewerage pipes, stoves, water taps, geysers and other appurtenances including all the movable items specified in the Inventory annexed hereto ("the goods"), were likewise in good order and condition. Should the Lessee at the time of taking occupation of the Premises discover any defect/s in the Premises and/or any of the goods, he shall within 3 (three) days of such occupation give written notice of such defect/s to the Estate Agent or (if so directed in writing by the Estate Agent at the time of conclusion of this Agreement) the Lessor. Failure on the part of the Lessee to give such notice shall be deemed to be an acknowledgement on his part that the whole of the Premises including all the goods, were in a good and proper state of repair and condition at the time he took occupation.
- 12.2 It is specifically recorded that any notice given by the Lessee in terms of clause 12.1 shall not confer any obligation on the Lessor to repair the Premises or the goods concerned, the intention being that such notice will serve only to record the state of repair in which the Lessee took occupation of the Premises and the goods. It is furthermore specifically recorded that, save as is otherwise provided in this Agreement, the Lessor shall not be obliged to effect repairs to or maintain the Premises or the goods, and the Lessee shall not be entitled to withhold the Rental or to claim any refund in respect of Rental paid by reason of any defect/s whatsoever in the Premises or the goods.
- 12.3 The Lessor shall keep the structure of the Premises and the roof in a state of good repair, but shall not be liable to the Lessee for any damages which the Lessee may suffer by reason of any repairs to be effected by the Lessor not being effected timeously or at all.
- 12.4 The Lessee undertakes, subject to clauses 12.3 above and 12.8 below, to maintain at his own cost the whole of the Premises and the goods for the entire period of this Lease in the same state of repair as they were received by him, reasonable fair wear and tear excepted, alternatively to reimburse the Lessor for the cost of replacing or repairing any breakages or defects. Notwithstanding the generality of the foregoing, the Lessee specifically undertakes to:-
- 12.4.1 keep and maintain all gutters, sewerage pipes, water pipes and drains on the Premises free from obstruction and/or blockage; and
- 12.4.2 keep the grounds (if any) of the Premises in a clean and tidy condition, free from all litter and rubbish, and to keep the hedges trimmed, lawns mowed and flowerbeds neat and tidy; and
- 12.4.3 keep the electrical system in good working order and condition; and
- 12.4.4 maintain the swimming pool, motor and filtration plant (if any) in good working condition and free from all obstruction and contamination; and
- 12.4.5 clean the carpets and other floor coverings and tiles regularly, it being understood that same shall be replaced completely at the expense of the Lessee should they be damaged beyond reasonable wear and tear.
- 12.5 The Lessor and/or the Estate Agent shall be entitled to inspect the Premises at all reasonable times and to make such repairs and alterations as are deemed necessary for the safety, preservation or improvement of the Premises, both externally and internally.
- 12.6 Should the Lessee fail to maintain the Premises and/or the goods in the manner specified in this clause, the Lessor shall be entitled, in addition to any other rights or remedies available to him in terms of this Agreement, to carry out the necessary maintenance work at his discretion and to recover the full cost thereof from the Lessee.

12.7 On the termination of this Lease, the Lessee shall restore the whole of the Premises and the goods to the Lessor in the same good order and condition as they were at the commencement of this Lease, fair wear and tear excepted. The Lessor shall, within 7 (seven) days after restoration of the Premises to him, inspect the Premises and notify the Lessee in writing of all damages to or defects in the Premises for which the Lessee is liable in terms of this clause 12. Failure on the part of the Lessor to give such notice shall be deemed to be an acknowledgement on his part that the whole of the Premises, including all the goods, were in a good and proper state of repair and condition as at the date of such restoration.

12.8 If the Premises form part of a sectional title or share block scheme under the provisions of the Sectional Titles Act 95 of 1986 or the Share Blocks Control Act 59 of 1980 (as the case may be), the Lessee shall not be obliged or entitled to maintain the Premises and/or the goods insofar as the obligation or right to do so is imposed on or vests in:-

12.8.1 the body corporate or the sectional title scheme; or

12.8.2 the relevant share block company.

13. "FOR SALE" AND "TO LET" NOTICES

13.1 The Lessor shall at any time during the period of this Lease be entitled to affix a "for sale" notice to the exterior of the Premises.

13.2 On receipt of a notice given by either party in terms of clause 5.1, alternatively, 3 (three) months prior to the termination of this Lease in terms of clause 5.2 above, the Lessor shall be entitled to affix a "to let" notice to the exterior of the Premises.

13.3 The Lessee shall allow the Estate Agent and/or any prospective tenant or purchaser to view the exterior and interior of the Premises during reasonable hours, provided that a prior appointment to do so has been made with the Lessee. The Lessee shall accept at least one such appointment per week.

13.4 The Lessee shall not be entitled to remove, relocate or damage any notice referred to in clauses 13.1 or 13.2 above.

14. USE OF THE PREMISES BY THE LESSEE

The Lessee shall use the Premises solely for residential purposes and hereby specifically undertakes not to:-

14.1 contravene any law, by-law, ordinance or regulation applicable to the Premises, or (if applicable) the rules applicable to the sectional title scheme of which the Premises forms part or, if the Premises form part of a share block scheme, any use agreement applicable to the Premises; or

14.2 cause or permit any nuisance upon the Premises; or

14.3 allow pets or other animals to damage the Premises; or

14.4 deface, mark, paint or drive nails, hooks or screws into the doors, walls ceilings or floors of the Premises, or place or display any advertisements or notices of whatsoever nature on any part of the Premises, without the prior written consent of the Lessor; or

14.5 interfere in any manner whatsoever with the existing electrical installations on the

Premises or to connect any electrical equipment to the electricity supply, which may in any way damage the electrical installations or cause same to short-circuit; or

- 14.6 make any alteration or addition to the Premises or its appurtenances without the prior written consent of the Lessor; or
- 14.7 keep or store any dangerous or hazardous material or substance on the Premises or do or permit anything to be done which may vitiate the Lessor's insurance on the Premises or cause an increase in the premiums payable thereunder; or
- 14.8 hold, or permit the holding of, any sale by public auction whatsoever in or about the Premises; or
- 14.9 keep any pets in or on the Premises without the Lessor's prior written consent.

15. IMPROVEMENTS

15.1 Any improvements made by the Lessee on or to the Premises during the period of this Lease shall become the property of the Lessor on termination of this Lease, and the Lessee shall not be entitled to remove any such improvement or claim from the Lessor any compensation in respect thereof.

15.2 Notwithstanding the provisions of clause 15.1 above, the Lessor shall be entitled at the termination of this Lease, to demand in writing that any improvement or addition made by the Lessee to the Premises shall be removed by the Lessee at his own cost. The Lessee shall at his own expense and to the satisfaction of the Lessor repair all damage and/or defects caused by such removal.

15.3 Should the Lessee fail to comply with a demand made by the Lessor in terms of clause 15.2 above, the Lessor shall be entitled, in addition to any other remedy or right available to him in terms of this Agreement, to have the relevant improvement and/or addition removed and to recover the costs thereof from the Lessee, including the cost of repairing all damage and/or defects caused by such removal.

16. BREACH

16.1 In the event of either of the parties ("the defaulting party") committing a breach of any of the terms of this Agreement and failing to remedy such breach within a period of 7 (seven) days after receipt of written notice from the other party ("the aggrieved party") calling upon the defaulting party to remedy the breach complained of, then the aggrieved party shall be entitled at his sole discretion and without prejudice to any of his other rights in law and/or in terms of this Agreement, either to claim specific performance of the terms of this Agreement or to cancel this Agreement forthwith and without further notice, and to claim damages from the defaulting party; provided that if the Lessee commits a breach of the provisions of this Agreement 3 (three) times in any calendar year, then upon the third breach, the Lessor shall be entitled immediately to implement either of the remedies referred to above, without first having to give the Lessee written notice to rectify such breach.

16.2 In the event that the defaulting party is:-

16.2.1 the Lessee, the full amount of the Deposit shall, on cancellation of this Agreement, be forfeited to the Lessor, subject to any remedies in that regard which are available to the Lessee in law;

16.2.2 the Lessor, the Lessee shall not later than 30 (thirty) days after cancellation of this Agreement, receive from the Estate Agent the Deposit, less any deductions made therefrom in terms of clause 6.3.1 above.

16.3 Should there be a dispute as to the determination of the defaulting party, the Estate Agent shall retain the Deposit in trust until such dispute is resolved either by agreement between the Lessor and the Lessee or by order of a competent court.

16.4 Should this Agreement be cancelled by the Lessor for any reason whatsoever, the Lessee and/or any other person occupying the Premises on the Lessee's behalf, shall immediately vacate the Premises and allow the Lessor to take occupation thereof.

17. DOMICILIUM CITANDI ET EXECUTANDI

17.1 The parties choose as their *domicilia citandi et executandi* for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature the following addresses:-

17.1.1 The Lessor: **(INSERT ADDRESS)**

17.1.2 The Lessee: **(INSERT ADDRESS)**

17.2 Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if given in writing but it shall be competent to give notice by telefax.

17.3 Either party may by notice to the other change the physical address chosen as its *domicilium citandi et executandi* to another physical address in the Republic of South Africa, or its telefax number, provided that the change shall only become effective on the 7th (seventh) day after receipt of the notice by the addressee.

17.4 Any notice to a party which is:-

17.4.1 sent by prepaid registered post in a correctly addressed envelope to it at its *domicilium citandi et executandi* shall be deemed to have been received on the fifth day after posting (unless the contrary is proved); or

17.4.2 delivered by hand to a responsible person during ordinary business hours at its *domicilium citandi et executandi* shall be deemed to have been received on the day of delivery; or

17.4.3 transmitted by telefax to its chosen telefax number (if any) stipulated in clause 17.1 above, shall be deemed to have been received on the date of transmission (unless the

contrary is proved).

17.5 Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen *domicilium citandi et executandi*.

18. **GENERAL**

18.1 The parties agree to the jurisdiction of the Magistrate's Court in connection with any action or suit arising from this Agreement or the cancellation hereof.

18.2 Should two or more persons sign this Agreement as Lessors or Lessees, the said persons shall be liable, *in solidum*, for the due performance of their obligations in terms of this Agreement.

18.3 This Agreement constitutes the sole and entire agreement between the parties, and no warranties, representations, guarantees or other terms and conditions of whatsoever nature not contained herein shall be of any force or effect.

18.4 No variation of the terms and conditions of this Agreement or any consensual cancellation thereof shall be of any force or effect unless reduced to writing and signed by the parties or their duly authorised representatives.

18.5 No indulgence which either party ("the grantor") may grant to the other party ("the grantee") shall constitute a waiver of any of the rights of the grantor who shall not thereby be precluded from exercising any rights against the grantee which may have arisen in the past or which might arise in the future.

18.6 The Lessor hereby warrants that all consents required in terms of the Matrimonial Property Act 88 of 1984 have been duly furnished. **[Note: Delete this clause if the Lessor is not married in community of property]**

18.7 This Agreement shall be duly concluded upon signature hereof by the Lessor and the Lessee, without it being required that the fact of the Lessor's signature be communicated to the Lessee.

19. **SPECIAL CONDITIONS**

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THUS DONE AND SIGNED BY THE PARTIES ON THE DATES AND AT THE TIMES AND PLACES STATED HEREUNDER:-

DATE:

PLACE:

WITNESS LESSEE
(OR DULY AUTHORISED REPRESENTATIVE)

DATE:

PLACE:

WITNESS ASSISTED BY ME - LESSEE'S HUSBAND

DATE:

PLACE:

WITNESS LESSOR
(OR DULY AUTHORISED REPRESENTATIVE)

I, the spouse of the Lessor, hereby consent to the foregoing and confirm all of the terms and conditions herein contained. **[Note: Delete this clause if the Lessor is not married in community of property]**

DATE:

PLACE:

WITNESS LESSOR'S SPOUSE