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/HB/Urquhart Park Lease

LEASE AGREEMENT

MEMORANDUM OF AGREEMENT OF LEASE MADE AND ENTERED INTO BY AND BETWEEN

CAMDEBOO MUNICIPALITY

represented herein by JIMMY JOUBERT, in his capacity as ACTING MUNICIPAL MANAGER and as such duly authorised to act herein on behalf of the said Municipality in terms of Section 171(2) of Ordinance 20 of 1974. – hereinafter referred to as the **LESSOR**

and

MASFLEX TRADING CC
Reg. No. 2008/201 305 23
Herein represented by:

Benjamin Roman, ID. No. 660511 517 5085
From 25 Louis Botha Street
Levy Vale
UITENHAGE
6229

hereinafter referred to as the **LESSEE**.

WHEREAS the Lessor is the owner of immovable property described as certain piece of land being a portion of Erf 1814, Graaff-Reinet, known as URQUHART PARK, (Sketch Plan attached and marked Annexure "A")

AND WHEREAS a caravan/camping park, known as URQUHART PARK, is being conducted by the Lessor upon the said immovable property upon which certain buildings and other improvements have been erected;

AND WHEREAS the Lessor is prepared to let to the Lessee and the Lessee is desirous to lease from the Lessor the said immovable property together with buildings, improvements, fixtures and fittings, for the purpose of conducting thereon the business of a caravan/camping park with fixed accommodation;

AND WHEREAS the Lessor and Lessee have agreed and are desirous of recording the terms upon which such letting and hiring shall be affected;

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NOW, THEREFORE THESE PRESENTS WITNESSETH:

1. DEFINITIONS

1.1 In this Agreement and Preamble thereto, unless inconsistent with the context:

1.1.1 "**Assets**" means the assets listed in Appendix "A" hereto.

1.1.2 "**Business of Caravan Park**" means the temporary letting or provision of fixed accommodation, caravan sites and camping sites, together with such trading, service and recreational facilities as are deemed necessary to cater for the needs of persons temporarily occupying such fixed accommodation, caravan sites or camping sites.

1.1.3 "**Caravan site**" means an area of ground within the Park which is intended for the temporary occupancy of one caravan and its towing vehicle (if any) and / or of human beings in a tent or similar structure.

1.1.4 "**Fixed accommodation**" means a structure of a permanent nature used or intended to be used for the temporary housing or accommodation of human beings.

1.1.5 "**The Park**" means the land hereby let, and described as the Urquhart Park, situated at Erf 1814, Graaff-Reinet.

1.1.6 "**Long Term Occupation**" means the occupation of one or more caravan sites or fixed accommodation or combination thereof for period of more than (6) months, whether continuous or otherwise, in a period of twelve months.

1.1.7 "**Standard Regulations**" means the Standard By-Law relating to Parks for Caravans and Mobile Homes published in terms of Provincial Notice No 73/1983 dated 18 February 1983, as adopted by the Lessor, as amended from time to time.

1.2.1 The Head Notes to the various paragraphs of this Lease are inserted for reference purposes only and shall in no way govern or affect the construction and / or interpretation of the agreement;

1.2.2 Any word referring to the singular shall include the plural and vice versa, and any word referring to the masculine gender shall include partnerships, corporate bodies and juristic persons.

2. LETTING AND HIRING

The Lessor hereby lets and the Lessee hereby hires the Park including all buildings, improvements, fixtures and fittings, referred to as assets as described in the Appendix A to this Agreement.

3. COMMENCEMENT DATE

This Lease Agreement shall commence on 1 December 2010, notwithstanding the date of signature hereof.

4 **DURATION**

This Lease shall continue for a period of 5 years, from date of commencement, and the said duration shall be subject to the right of renewal hereinafter granted to the Lessee 'the fixed period'

5. **CONTINUING DEPOSIT**

The Lessee agrees to; upon signature of this Lease; pay to the Lessor an amount of R25 000.00 as a continuing deposit against the cost of procuring the reinstatement of the Park, in the event that the Lessee shall fail to comply with his/her obligations hereunder either during or upon expiration of the Lease and as security for the due fulfillment of the Lessee's other duties and obligations hereunder. The amount of the said deposit or the unexpended balance thereof shall be refundable to the Lessee free of any interest upon termination of this Lease, or upon completion of any work or repair or reinstatement undertaken by the Lessor and the settlement of all claims in respect thereof whichever occurs first. Alternatively, the Lessee shall provide a guarantee, acceptable to the Lessor, for the aforesaid cash amount to provide for the same eventualities as set out herein.

6. **RENTAL**

6.1 The rental payable by the Lessee to the Lessor shall be in the sum of R5 686.25 (VAT inclusive) per month if applicable.

6.2 All rentals payable by the Lessee to the Lessor in terms hereof, shall be paid monthly in advance without any deduction or demand and free of exchange on the first day of each and every month to the Lessor at the Municipal Office, Caledon Street, Graaff-Reinet or at such other address as the Lessor may in writing indicate from time to time to the Lessee.

7. **USE OF THE PARK**

The Lessee shall use the Park solely for the purpose of conducting therein the business of a caravan and camping park with fixed accommodation and of providing the usual services related to such a park and for no other purpose whatsoever; save with the Lessor's prior written consent.

The Lessee undertakes that the Park will remain open for business, insofar as the Law permits, throughout the period of this Lease and to maintain at all times adequate trained personnel for efficient service delivery to patrons, customers or visitors of the Park and all facilities found thereon, whether existing at the commencement of the Lease, or provided during the fixed period or any extension thereof.

The Lessee shall carry on business in a manner and to a standard which in the opinion of the Lessor is comparable with those of other caravan parks and is conducive to stimulating the tourist industry in the Graaff-Reinet area.

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8. ADDITIONAL PAYMENTS

- 8.1 The Lessee shall pay by due date as described on any accounts rendered in this regard, all charges and deposits in respect of electric light, power, gas, water, telephone, sewerage, refuse removal and other service charges levied by the Local Municipality or any other competent authority in respect of the Park, in each case to the specific authority concerned.
- 8.2 Electricity, water, sewerage and refuse removal will be charged at the municipal departmental tariff as was the case when the Park was previously run by the Local Municipality, taking into consideration any increase in the aforesaid tariffs.
- 8.3 The Lessee shall be responsible for making all necessary arrangements directly with the authorities concerned, provided that, if the Lessor is required to pay any of the said amounts to the authorities concerned, the Lessee hereby agrees to refund such amounts to the Lessor forthwith on demand.
- 8.4 The Lessor shall not be responsible, and the Lessee herewith indemnifies the Lessor for any loss or damage resulting from the cessation or interruption of, or defect in, any of the above said services and the Lessee shall be obliged to notify the Lessor immediately in the event of any failure or defect in the supply thereof.

9. WARRANTIES

It shall be the obligation of the Lessee to satisfy himself that he may lawfully use the Park for purposes contemplated by this Lease. If during the currency of this Lease any alterations, additions, improvements or repairs to the Park are required so as to comply with the requirements of the Lessor or of any other licensing or applicable authority, then the Lessor shall not be obliged to effect same but the Lessee shall with the prior written consent of the Lessor be entitled at its own cost and expense to do any work or alteration or installation required for the purpose of obtaining any such licenses; provided that any plans to be submitted or passed shall first be approved by the Lessor and in the Lessors sole discretion.

10. CONDITION OF THE PARK

- 10.1 The Park is let "**voetstoots**" as at the date of commencement of this Lease and the Lessee shall be obliged to notify the Lessor, in writing within ~~SEVEN (7) DAYS~~ of the date of commencement of this Lease, of any material defect in respect of the property so let by the Lessor to the Lessee.
- 10.2 If the Lessee shall have failed to notify the Lessor as aforesaid of the existence of any such material defects within the period stipulated, the Lessee shall be deemed to have accepted the Park in good order and condition.
- 10.3 The Lessee shall at its own expense and to the satisfaction of the Lessor keep and maintain the Park and all the buildings in good order and condition, together with any subsequent additions, constructions, installations or alterations effected.
- 10.4 Without derogating from the generality of the foregoing the Lessee shall keep and maintain –

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- 10.4.1 all gardens, lawns, trees, shrubs and hedges in a neat, tidy and cultivated condition;
- 10.4.2 all buildings, structures, fences gates and gateposts, neat, tidy and in a state of good repair;
- 10.4.3 all roads, paths gutters, bridges, culverts, car parks and caravan sites within the Park in a neat, tidy and serviceable condition;
- 10.4.4 all plant, furnaces, machinery, electrical and mechanical equipment and fittings, furniture, effects and all electrical installations in a good and serviceable state of repair;

and shall; at the expiry of this Agreement; hand over to the Lessor the foregoing in the same good order and condition as they were at the date of the signing of this Agreement, and also taking into consideration all or any alterations, additions, constructions and installations subsequently effected.

In the event of any assets or any of the plant, machinery, equipment, effects and electrical installations mentioned in this clause 10.4.4 requiring replacement, such replacement shall be made by the Lessee at its sole expense, in the event of the Lessor requiring such replacement, reasonable wear and tear excepted.

11. ACCESS TO PARK AND INSPECTION

The Lessor may at all reasonable times through its officers, servants or representatives enter upon the Park and inspect same and may make an inventory of all defects or matters calling for repair, attention or replacement found thereon for which the Lessee is responsible as herein provided, and within FOURTEEN (14) DAYS of the receipt of notice in writing from the Lessor calling upon it to do so, the Lessee shall make good any defects or matters requiring repair, attention or replacement as aforesaid and if the Lessee fails and/or refuses to act accordingly the Lessor may enter upon the Park and remedy such defects, make and effect repairs, or replacement and recover the cost in respect of aforesaid works effected by the Lessor from the Lessee on demand.

The Lessor reserves the right of free access without notice, to the Park for as many of its officers and servants as may be necessary for the purpose of installing municipal services, as defined in Ordinance 20 of 1974, which the Lessor may in future install in or across the Park. The Lessor shall in performing such work, cause as little inconvenience as possible to the Lessee, regard being had to the nature of the work performed and the Lessor shall reinstate as nearly as reasonably possible in its original condition, the surface of any ground disturbed, provided the Lessor shall not be liable for any damage whatsoever which may be sustained by the Lessee as a result of the performance by the Lessor of the aforesaid works.

12. ADITIONAL RECREATION FACILITIES AND STRUCTURAL ALTERATIONS

- 12.1 If during the currency of this Lease any further recreational facilities of any structural alterations are required by the Lessee then the Lessee shall with the prior written consent of the Lessor and on such terms and conditions as the Lessor may stipulate in its sole discretion, be entitled at its own cost and expense to do any work or construction or

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structural alterations required, provided that any plans to be passed shall be approved by the Lessor, although the Lessor shall be under no obligation to act reasonably or in fact to divulge its reasons for the withholding of consent to any such proposed work, construction or structural alteration. Save as aforesaid the Lessee shall not make any structural alterations or additions to the Park nor mark, paint, drill or drive nails into or in any way deface the walls, ceilings, doors, window, partitions, floors or other wood, brickwork, concrete, stonework, ironwork, plaster or other material without first having complied with the terms and conditions aforesaid.

- 12.2 Any such alterations or additions which the Lessee may make having obtained the Lessor's consent thereto in writing shall become the property of the Lessor without any liability on the Lessor to compensate the Lessee in any way in respect thereof, or (at the Lessor's option) shall be removed upon termination of the Lease and the premises restored to their previous condition by the Lessee.
- 12.3 Notwithstanding the a foregoing, the Lessee shall not be entitled to demolish any structure of whatsoever nature, whether existing at the commencement of the Lease, or erected thereafter, without first having obtained the Lessor's prior written consent thereto.

13. INSURANCE

- 13.1 The Lessor shall take out a policy to insure the Park and keep insured against all risks and perils, as the Lessor at its sole discretion may from time to time determine, for such sum as the Lessor may deem necessary. The Lessee shall at all times have adequate Insurance cover in respect of movables located on the leased premises.
- 13.2 In the event of the Lessee erecting or demolishing any structures, or undertaking any other works of a permanent nature which will affect the value of the Park, the Lessee shall immediately advise the Lessor thereof in writing, and indicate the amount by which the insurance cover is to be amended so as to ensure that the Park has adequate insurance cover at all times during the duration of the Lease Agreement. The Lessor shall immediately be obliged to take such steps as are necessary to increase or decrease the insurance cover accordingly, provided that the Lessor may, if it considers that the amended amount is inappropriate, secure insurance cover for such other amount as it may, in its sole discretion, consider to be appropriate.
- 13.3 In the event of the Lessee failing to advise the Lessor of any variation in the insured value, the Lessee shall be liable to the Lessor for any loss the Lessor may suffer as a result of the Lessee's failure to advise the Lessor.
- 13.4 The Lessee shall not do or permit to be done anything whereby the insurance of the Park may be rendered void or voidable or the premiums thereof increased.
- 13.5 The Lessee shall from the date of the commencement and at all times during the duration of this lease maintain adequate public liability insurance for the covering of any and all liability to the Lessor under the indemnity contained in clause 16 hereof in respect of any claims both against the Lessor as owner of the Park and the Lessee as occupant of the Park for damages, compensation or the like arising from any happening

in or about the Park or from any defects therein. The Lessee shall provide to the Lessor proof of such insurance with 5(five) days from date of signing this agreement.

14. SUBLETTING, ASSIGNMENT AND POSSESSION

Save in respect of hirings in the ordinary course of business of the Park –

- 14.1 The Lessee shall not sublet nor part with possession of the Park nor any portion thereof without the prior written consent of the Lessor nor shall it purport to cede or assign this Lease without such prior written consent although the Lessor shall be under no obligation to act reasonably or in fact to divulge its reasons for the withholding of consent to any such proposed subletting, parting with possession or assignment,
- 14.2 In the event of the Lessee being a company no transfer of a shareholding or of a beneficial interest in a shareholding constituting effective control of such company shall be concluded unless the Lessor's consent shall have been previously obtained and the Lessors shall be under no obligation to assign any reason for withholding its consent. In the event of such transfer being affected without the consent of the Lessor, this fact shall be deemed to constitute a breach of this Agreement. The Lessor shall be entitled at all reasonable times to inspect the Share Register of the Lessee Company and to seek from the Lessee or its auditors any such information as it may deem appropriate to ensure due compliance with this provision.

15. NUISANCE AND LEGAL REQUIREMENTS

The Lessee shall not do or permit to be done in or upon the Park anything which in the opinion of the Lessor may be a nuisance to or which may in any way interfere with the quiet or comfort of other occupants of the Park or adjacent premises or the public in general. The Lessee shall not contravene or permit any contravention of the conditions of title Government, Provincial or Local Authority By-laws and Regulations under which the park owned by the Lessor of the nature of which conditions the Lessee hereby acknowledges himself to be aware.

The Lessee shall be responsible at all times for the maintenance of good order, behaviour and government of all employees' servants, patrons, customers or visitors to the Park.

16. INDEMNITY

The Lessor shall not be responsible for and the Lessee shall have no claim against the Lessor and shall indemnify and hold harmless the Lessor against claims by third parties arising from any injury, loss, damage or inconvenience that may be cause to the Lessee, its employees, servants, patrons, customers or visitors or any of their property by machinery, plan apparatus or fitting whether in connection with the electrical current or water supply or otherwise howsoever, or from any insufficient lighting or ventilation or any part of the Park or through any machinery, plant or appliance installed or used in the Park or resulting from, leaking from or breaking of any water pipe or connection from any faulty electrical wiring, connection, fitting or appliance or from any other cause whatsoever nor shall any injury, loss or damage which the Lessee may sustain as aforesaid entitle the Lessee to terminate this Lease prior to its

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expiration. The limitation of the Lessor's liability as aforesaid shall apply where any damage is sustained either inside or outside the Park.

17. DESTRUCTION OR PARTIAL DESTRUCTION

- 17.1 In the event of the buildings and amenities within the Park or any part thereof at any time being destroyed or so damaged that in the opinion of the Lessor the Lessee is substantially deprived of the beneficial occupation or use of the Park, then the Lessor may, if called upon by the Lessee within NINETY (90) days to do so, terminate this Lease. In the event of the Lessor terminating the Lease as aforesaid, the Lessee shall be liable for its obligations hereunder up to the date of such destruction. In the event of the Lessor electing not to terminate the Lease, the Lessee shall be obliged to reinstate the Park and continue to conduct the business of the caravan park provided:
- 17.1.1 that the Lessee shall, at its own cost, be obliged to reinstate the Park to the same standard of development that existed prior to the destruction thereof;
- 17.1.2 that the Lessor shall advance to the Lessee from time to time such amounts as certified by the Lessor's Engineer as representing the reasonable value of work done by the Lessee in reinstating the Park in terms hereof, such amounts not to exceed in total the amount recovered under any policy of insurance as provided for in Clause 13 above;
- 17.1.3 that the Lessee shall commence with the reinstatement of the Park within six months of the Lessor electing not to terminate the Lease.
- 17.2 In the event of partial destruction of or damage to the Park and buildings and amenities within the Park, the Lessor shall elect within a reasonable time, at the discretion of the Lessor whether it requires the Lessee to undertake appropriate repairs.
- 17.3 In the event of the Lessor electing to require the Lessee to undertake repairs, the Lessee shall commence with the necessary work as soon as reasonably possible which shall not exceed six months from the date the Lessee is advised of such election, and the Lessee shall be entitled to an abatement of rental during the period of repair, such abatement being proportionate to the degree of loss of beneficial occupation and use by the Lessee.
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- 17.4 If the Lessor shall elect to terminate this Lease, then the Lease shall be deemed to have been terminated on the date of the said destruction and neither party shall have any further claim against the other arising out of this Lease apart from any claims which arose prior to the date of such destruction.
- 17.5 Save as herein provided, the Lessee shall not have any claim against the Lessor for and in respect of any such destruction and/or for damages in consequence of any such deprivation of occupation and/or damage to any contents of the Park or otherwise notwithstanding that such destruction may have been caused by the negligent act or omission of the Lessor or any agent or employee thereof.

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18. LIQUOR LICENCE

Neither the Lessee nor any other person shall acquire or hold any licence for the sale of intoxicating liquor in the Park without the prior written consent of the Lessor although the Lessor shall be under no obligation to act reasonably or in fact divulge its reasons for the withholding of consent.

19. BUSINESS LICENCE

It will be the responsibility of the Lessee to apply and ensure that it is in possession of any and all the necessary licenses to trade as a business on the Park.

20. TARIFFS

The Lessee shall be entitled to set his own tariffs and retain all fees paid by patrons, customers or visitors to the Park.

21. PROMOTION OF THE PARK

The Lessee shall not display advertisements of any description whatsoever in or about the Park except with the prior written consent of the Lessor and in accordance with such conditions as it may in its absolute discretion lay down. Save as aforesaid the Lessee shall be entitled to promote the Park at its own expense in its own manner subject to the conditions of this Lease.

22. DEVELOPMENT OF THE PARK

The Lessee acknowledges that it is aware that the Lessor wishes to ensure that the Park's facilities are upgraded and expanded to meet the demands of tourists, caravanners and campers, thereby promoting the tourist industry of Graaff-Reinet area. To this end the Lessee shall develop the Park at its cost, and in consultation with the Lessor.

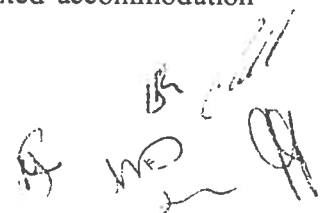
23. MOBILE HOMES

The Lessee shall be entitled to allow a maximum of TEN (10) mobile homes in the Park for holiday and/or week-end use. However, it is expressly agreed between the Lessor and the Lessee that the Lessor may in its absolute discretion withdraw this right at any time, and/or decrease the maximum number of mobile homes allowed.

24. PERMANENT RESIDENTS

24.1 The Lessee shall not be entitled to utilise any caravan sites or fixed accommodation in the Park for purposes of permanent occupation and/or accommodation by any person.

24.2 It is expressly agreed between the Lessor and the Lessee that the Lessor may in its absolute discretion and upon application by the Lessee consent to long-term occupation of any caravan sites or fixed accommodation in the Park, provided that at all times the provision of the Standard Regulations are not contravened, provided further that nothing herein contained shall prohibit the permanent occupation of any fixed accommodation by a caretaker or manager in the employ of the Lessee.



25. DEFAULT

Should the Lessee -

- 25.1 fail to pay the rent or any other amount payable in terms of this Lease promptly on due date for payment and remain in default for a period of SEVEN (7) days after receipt of a written notice to that effect by the Lessor; or
- 25.2 commit, suffer or permit the omission of any breach of any of the terms or conditions of this Lease (all of which terms and conditions are hereby acknowledged to be material) or fail to observe any of the same and persist therein for SEVEN (7) days after the delivery to it of written notice requiring the Lessee to remedy same; or
- 25.3 be placed in liquidation or under judicial management, administration or under sequestration; or
- 25.4 suffer a judgment to be entered against it and fail within SEVEN (7) days after such entry of judgment to satisfy same; or
- 25.5 commit an "Act of Insolvency" as defined in terms of the Insolvency Act, the Lessor shall be entitled to cancel this Lease and to re-enter upon and resume possession of the Park and any other improvements effected thereon, recover payment of hiring fees and generally to resume the conduct of the business, without prejudice to the right of recovery of any or all amounts due and to recover from the Lessee such amount in respect of loss or damage as the Lessor may have sustained or expenses which may be incurred by the Lessor by reason of the failure of the Lessee to observe and fulfil the conditions of this Lease, together with costs and expenses incurred on an Attorney and Client basis.

26. DISPUTE IN RESPECT OF CANCELLATION

In the event of the Lessor cancelling this Lease and the Lessee disputing the right to cancel and remaining in occupation of the Park, the Lessee shall, pending determination of such dispute either by negotiation or litigation, continue to pay an amount equivalent to the monthly rental provided in this Lease; monthly in advance on the first day of each and every month while so occupying the Park and to pay all other amounts payable by the Lessee in terms hereof and the Lessor shall be entitled to accept and recover such payments and the acceptance thereof shall be without prejudice and shall not in any way whatsoever affect the Lessor's claim for cancellation than in dispute. Should the dispute be determined in favour of the Lessor the payments made and received in terms of this Clause shall be deemed to be amounts paid by the Lessee on account of the damages suffered by the Lessor by reason of the cancellation of the Lease and/or the unlawful holding over by the Lessee.

27. VARIATIONS AND INDULGENCE

27.1 This Lease constitutes the entire agreement between the Lessor and the Lessee who acknowledge and record that there are no prior representations or warranties given which induced the Contract save insofar as such warranties or representations as are set out herein. No Agreement at variance with the terms and conditions of this Agreement shall be binding on the parties unless reduced to writing by the parties or their duly authorized agents.

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27.2 No relaxation or indulgence which the Lessor may show to the Lessee shall in any way prejudice the Lessors' rights hereunder and in particular no acceptance by the Lessor of rental after due date shall be construed as a waiver of it of its rights to receive subsequent rentals promptly on due date without prior notice to the Lessee after the acceptance of such late rental.

28. **DOMICILIUM AND NOTICES**

28.1 Any notice that may be required to be given by the Lessor to the Lessee hereunder may be given by delivery at the Park or by addressing same by registered post to the Park.

28.2 Any notice required to be given by the Lessee to the Lessor shall be delivered to the Lessor at the Office of the Municipal Manager, Graaff-Reinet or at such other address as the Lessor may from time to time in writing direct.

28.3 The Lessee and the Lessor do hereby respectively choose *domicilium citandi et executandi* at the address to which notices are to be sent as aforesaid.

29. **JURISDICTION**

The Lessee agrees (at the Lessor's option) that any Magistrate's Court having jurisdiction in respect of the Lessee shall have jurisdiction in respect of all matters, disputes and claims arising out of this Lease although such matter may be outside such jurisdiction without prejudice to the Lessor's rights of proceeding in any Supreme Court having jurisdiction.

30. **COSTS**

The costs of and incidental to the preparation, execution and stamping of this Lease and any renewal or extension thereof, shall be borne and paid by the Lessee upon request.

31. **EXISTING BOOKINGS**

31.1 The Lessee acknowledges that the Lessor has in the exercise of its legal rights accepted bookings for the caravan sites and fixed accommodation in the Park, which bookings may commence or extend beyond the date on which this Lease commences.

31.2 The Lessee shall be obliged to honour all bookings made by the Lessor aforesaid.

31.3 The Lessor shall within a period of 21 (twenty-one) days from the date on which this Lease commences, furnish the Lessee with full details of the bookings made by it which shall indicate the name of the patron, customer or visitor, the camping site, caravan site or fixed accommodation allocated to it and the duration of the booking, if any.

31.4 From the date of commencement of the Lease, the Lessor shall not be entitled to take further bookings as aforesaid, and the Lessee shall take full responsibility for bookings made after that date.

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31.5 The Lessor shall within a period of 3 months from the date on which this Lease commences, pay over to the Lessee all deposits paid to the Lessor for bookings which commenced after the date on which this Lease commences.

32. ADDITIONAL LIABILITY OF LESSEE

If at date of commencement of this Lease there are any monies owing to the Lessor in respect of:

32.1 Arrear rentals from lessees of sites for static, storage or mobile caravans, or from any other source; and/or

32.2 Connection charges for the provision of services to mobile and/or static caravans whether or not any such caravans are on site, then the Lessee shall within THREE (3) MONTHS of the commencement of this Lease reimburse the Lessor in full or all such outstanding monies due.

33. OPTION TO RENEW

The Lessee shall, subject to councils approved; have the option to renew this Lease Agreement for a further period of 5 (five) years and subject to the same terms and conditions as set out in this Lease Agreement, save for this clause 33 and clause 6 above. Should the Lessee wish to exercise its right in this regard, the Lessee shall provide the Lessor with a written notice to that effect, failing which this Lease Agreement shall be terminated in accordance with the relevant clauses contained in this agreement, to that effect.

Dated at GRAAFF-REINET on this 16 day of Maat 2011

AS WITNESSES

1. Witde

2. zpu



LESSOR

Dated at GRAAFF-REINET on this 8 day of April 2011

AS WITNESSES:

1. [Signature]

2. [Signature]



LESSEE

URQUHART - /CARAVAN PARK – GRAAFF – REINET

GROUNDPLAN. / DEGIN.

1. BUILDINGS:	GUARD HOUSE	X 1 UNIT
	STORE	X 2 UNIT
	CARETAKERS HOME/ OFFICE	X 1 UNIT
	RONDA WELS. (ROUND HUT)	X 2 UNIT
	HOLIDAY UNIT	X 6 UNIT
	CHALETS	X 5 UNIT
	ABLUTION BLOCKS	X 2 UNIT
2. WATER – POINTS:	EASTERN AREA.	X 4 STANDS
	WESTERN AREA	X 5 STANDS
	RIVERBANK AREA	X 6 STANDS
3. REFUSE BINS:	EASTERN AREA	X 17 BINS
	WESTERN AREA	X 14 BINS
	RIVERBANK AREA	X 12 BINS
4. ELECTRICAL D/BOXES:	EASTERN AREA	X 6 D/B
	WESTERN AREA	X 5 D/B
	RIVERBANK AREA	X 4 D/B
5. BRAAI – AREA:	EASTERN AREA	X 12 STANDS
	WESTERN AREA	X 18 STANDS
	RIVERSIDE AREA	X 7 STANDS
6. CARAVAN PARKING:	EASTERN AREA	X 148 BAYS
	WESTERN AREA	X 20 BAYS
	RIVERBANK AREA	X -

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