



Central University of
Technology, Free State

**APPLICATION FOR HIRING OF A
HALL / AUDITORIUM / ROOM / GROUNDS OF THE CUT**

LS 5

1. APPLICANT (lessee)	
NAME:	<input style="width: 85%;" type="text"/>
ID:	<input style="width: 85%;" type="text"/>
ADDRESS:	<input style="width: 85%;" type="text"/> <input style="width: 85%;" type="text"/> <input style="width: 85%;" type="text"/>
CODE:	<input style="width: 85%;" type="text"/>
TEL NR:	<input style="width: 85%;" type="text"/>
2. OBJECT OF LEASE	
2.1	The Applicant herewith applies to hire the following Hall/Auditorium/Room/Grounds of the Central University of Technology, Free State (lessor) : on the terms and conditions set out in this application.
2.2	The physical address for the leased premises is: <input style="width: 85%;" type="text"/> <input style="width: 85%;" type="text"/> <input style="width: 85%;" type="text"/>
2.3	The leased premises may only be used for the purpose for which it is let.
3. PERIOD OF LEASE	
3.1	The lease shall, notwithstanding the date of signature thereof and subject to paragraph 3.2, commence on ("the commencement date"), and shall expire on ("The expiry date").
3.2	Notwithstanding paragraph 8, the Central University of Technology, Free State reserves the right to cancel this agreement without notice, and after approval of the application, if managerial considerations necessitate such cancellation.
4. RENTAL	
4.1	The amount of rent is agreed on R..... per day, excluding breakage money.
4.2	Breakage money of an amount of R..... is payable.
4.3	Overtime money of an amount of R..... is payable.

4.4 The TOTAL AMOUNT of R..... (Rental amount, breakage money and overtime as calculated by the Director: Protection Services) must be paid into a CUT Bank Account at the office of the CUT Cashiers, before this application can be considered. Proof of payment must accompany this application. If the application is not approved, the applicant will be refunded by the CUT with immediate effect.

5. GENERAL RIGHTS AND OBLIGATIONS OF THE LESSEE

The Lessee:

- 5.1 shall use the leased premises only for the purposes of:
.....
.....
.....
- 5.2 may not:
 - 5.2.1 cede or assign or in a any way alienate or encumber any of the Lessee's rights or obligations in terms hereof;
 - 5.2.2 sublet the leased premises or any part thereof without the Lessor's prior written consent;
 - 5.2.3 contravene or permit a contravention of any of the conditions of title under which the Lessor owns the leased premises or any laws, ordinances, regulations or any measure having the force of law with which the Lessor must comply as owner of the leased premises;
 - 5.2.4 keep or do anything on the leased premises which may not in terms of a fire, storm, flood, earthquake and other risks insurance policy held from time to time in respect of the leased premises, be done or kept;
- 5.3 shall, at his own cost maintain the leased premises in good order and condition and shall at the expiration or earlier termination of this lease, reinstate and return to the Lessor the leased premises in the same good order and condition as they were at the commencement date;
- 5.4 shall not in any way effect any alteration to the leased premises or add anything thereto without the prior written consent of the Lessor;
- 5.5 shall lease the leased premises "voetstoots", i.e. in their present condition as they are and the Lessor shall not be obliged to rectify, alter, improve, repair or renovate the leased premises and the Lessee shall have no claim for cancellation or otherwise against the Lessor on account of the leased premises' condition;
- 5.6 shall not be entitled to withhold or delay payment of any amount due to the Lessor in terms of this lease;
- 5.7 is not allowed to make use of any other section of the premises of the CUT;
- 5.8 shall be responsible for his/her own insurance for the duration of the agreement and shall, at the request of the Lessor, provide acceptable proof of such insurance;
- 5.9 shall not do anything which may detrimentally affect the leased premises or may impair the appearance thereof or may endanger or prejudice any permits, registrations, licenses or consents which the Lessor may hold in respect of the leased premises;
- 5.10 may only use, possess or serve alcoholic beverages in or from the leased premises, if prior permission was obtained from the Principal and Vice-Chancellor (or nominee) and agrees that the sell, use or possession of alcohol may without any notice be terminated if any person on the leased premises is found to be under the influence of alcohol in the discretion of the security foreman on duty;

- 5.11 indemnifies the Lessor against any claim made against the Lessor by anyone for any loss or damage suffered in or on the leased premises or in consequence of any act or omission of the Lessee or the Lessee's guests, clients, visitors, invitees, agents, employees and contractors;
- 5.12 indemnifies the Lessor against any loss or damage which the Lessor may suffer in consequence of any act of the Lessee's guests, clients, visitors, invitees, agents, employees and contractors performed in or about the leased premises;
- 5.13 shall be responsible for the conduct of the Lessee's guests, visitors, clients, invitees, agents, employees and contractors and shall not cause or allow any such person to cause any annoyance or nuisance to the lessor or the general public;
- 5.14 will have the duty to use the property in a proper manner and for the purpose for which it was let;
- 5.15 will take responsibility for injuries or illnesses sustained by the lessee or the lessee's guests, visitors, invitees, clients, agents, employees and contractors during the time of the agreement.
- 5.16 will use the leased premises only within the following time frame:
- 5.17 guarantee that no more than the following number of people will attend the activities for which the Hall/Auditorium/Room/Grounds are let:
- 5.18 will/will not ask any entrance fee (underline the relevant word);
- 5.19 will have the leased premises unlocked and opened by a security official of the Protection Services of the CUT at:
- 5.20 will have the leased premises closed and locked by a security official of the Protection Services of the CUT at:
- 5.21 will pay the overtime costs of all employees that need to work overtime in the discretion of the Lessor, up to the amount of:, which amount is payable three days before the commencement date.
- 5.22 will provide adequate security measures to assure safety on the CUT campus for the duration of the lease;
- 5.23 agrees that, subject to the provisions of paragraph 3.2, this application becomes a binding agreement between the lessor and lessee only after signature of approval by all of the following representatives of the Technikon Free State:
 - i) Executive dean of the relevant faculty or equivalent post, as applicable;
 - ii) Director: Protection Services;
 - iii) Senior Director: Advancement and Marketing;
 - iv) Director: Operational Sport, only if Sport grounds and/or facilities are involved;
 - v) Principal/Vice-Chancellor (only if the Council chambers is rented or if the total amount of the contract is exceeding R5000),

and after written notice has been given to the Applicant by the Senior Director: Advancement and Marketing regarding the approval or disapproval of the lease application.
- 5.24 agrees that this application must be handed to the Audio-visual Officer five (5) working days in advance of the commencement date.
- 5.25 will/will not use the public-address system (underline the relevant word);
- 5.26 guarantees that no posters or other decorations will be put on to the walls of the leased premises;

- 5.27 guarantees that no piano will be removed from the podium;
- 5.28 guarantees that no instrument providing steam will be used in the small hall of the Troskie Hall;
- 5.29 guarantees that no hot water will be thrown on the CUT's grass;
- 5.30 guarantees that he will be present in the leased premises during the lease period;
- 5.31 guarantees that no CUT offices not specifically mentioned in this lease, may be occupied or used by the Lessee during the lease period;
- 5.32 guarantees that no CUT telephones will be used by the Lessee during the leased period.

6. GENERAL RIGHTS AND OBLIGATIONS OF THE LESSOR

The Lessor:

- 6.1 may at any time carry out any of the Lessee's obligations in terms of this lease which the Lessee has failed to carry out within a reasonable time after being required by the Lessor to do so, and the Lessor may in his sole discretion, exercise such right in addition to or instead of (but without prejudice to) any other right which he may have in terms hereof and the Lessee shall pay to the Lessor on demand all costs and expenses incurred by the Lessor in carrying out the Lessee's neglected obligations;
- 6.2 shall at any reasonable time have access to the leased premises for purposes of inspection and to exercise his rights in terms hereof;
- 6.3 shall at any time be entitled to inspect the leased premises and to repair, alter, add to or improve any building or erection on the leased premises when required to do so by any competent authority;
- 6.4 may at any time during the period of this lease show any prospective tenants the leased premises, for which purposes the Lessor may appoint a representative;
- 6.5 will repair or replace any damaged or stolen equipment or part of the leased premises, and charge the costs to the account of the Lessee;
- 6.6 will not be responsible for any damages or losses resulting from a disruption or unavailability of electricity.

7. DAMAGE TO OR DESTRUCTION OF PROPERTY

Should the leased premises be damaged or destroyed through a cause other than the Lessee's fault, to an extent which prevents the Lessee from having beneficial occupation of the whole or any part of the leased premises, then -

- 7.1 this lease shall not terminate, unless the leased premises are completely or substantially unsuitable for beneficial occupation;
- 7.2 the Lessee shall have no claim of any nature whatever against the Lessor as a result of the said destruction or damage from whatever cause it arises.

8. BREACH OF CONTRACT

Should the Lessee:

- 8.1 fail to pay any amount owing by the Lessee in terms of this lease; or
- 8.2 commit any other breach of any terms of the lease and fail to remedy that breach within a period of 14 (fourteen) days after receipt of written notice from the Lessor, calling on the Lessee to do so;

then in any of such events, the Lessor shall be entitled to cancel this lease without prejudice to any other claim of any nature whatever which the Lessor may have against the Lessee as a result thereof.

9. HOLDING OVER

- 9.1 Should the Lessee dispute the Lessor's right to cancel this lease and continue to occupy the leased premises pending the determination of that dispute, then -
- 9.1.1 the Lessee shall continue to pay all amounts which would be due by the Lessee in terms of this lease;
- 9.1.2 the Lessor shall be entitled to recover and accept those payments;
- 9.1.3 the recovery or acceptance by the Lessor of those payments shall not prejudice and shall not in any manner whatever affect the Lessor's claim for cancellation of this lease or of any other nature whatever.
- 9.2 Should the dispute between the Lessor and the Lessee be determined in the Lessor's favour then the payments made to the Lessor in terms of 9.1.1 shall be regarded as amounts paid by the Lessee on account of the loss sustained by the Lessor as a result of holding over by the Lessee of the leased premises.

10. INTEREST

The Lessee shall pay interest, calculated at a rate 4% (four percent) above the prime interest rate of Volkskas Bank Limited (in respect of which a certificate, issued by a manager or accountant of the said bank, whose appointment or competence need not be proved, shall be prima facie evidence) on all amounts due in terms of this agreement which the Lessee fails to pay on or before the due date, calculated from the due date until the date of payment.

11. ENTIRE AGREEMENT

This lease contains all the terms and conditions of the agreement between the Lessor and the Lessee concerning the letting of the leased premises and no terms, condition, warranties or representations whatever apart from those contained in this lease have been made or agreed to by the parties.

12. NON-VARIATION

No variation of the lease, further arrangement or mutually agreed cancellation of the lease shall be of any force or effect unless in writing and signed by or on behalf of the Lessor and Lessee.

13. INDULGENCE BY LESSOR

No relaxation or indulgence which the Lessor may grant to the Lessee in regard to any of the Lessee's rights or obligations in terms hereof shall -

- 13.1 constitute a waiver of;
- 13.2 prejudice;
- any of the Lessor's rights in terms thereof.

14. NOTICES

All notices given by either party to the other in terms of this lease shall be given in writing by prepaid registered post or telegram, or delivered by hand to -

the Lessor at 20 President Brand Street, Bloemfontein, (Private Bag X20539), Bloemfontein 9300);

the Lessee at,

or any other address of which the one party notify the other in writing, and if sent by registered post, shall be presumed to have been received within 3 (three) days after posting.

15. DOMICILIUM

The parties choose domicilium citandi et executandi for all purposes under this lease at the addresses referred to in paragraph 14 or notified thereunder.

16. JURISDICTION

The Lessee consents to the jurisdiction of the Magistrate's Court in regard to any claim arising out of this lease, notwithstanding that the amount in question may exceed the jurisdiction of the Court.

17. COSTS

The Lessee shall, on demand, pay on an attorney and client scale all costs and expenses which the Lessor incurs as a result of any breach of the lease by the Lessee including all collection charges at the then ruling rate, together with interest on any amount outstanding in terms hereof at the rate determined in accordance with the provisions of the Usury Act, calculated from the due date thereof.

SIGNED AT ON

.....
LESSEE

.....
WITNESS 1

.....
WITNESS 2