



**LS 137.3**

**RENTAL AGREEMENT BETWEEN THE LANDLORD AND A  
STUDENT VIA PRIVATE NEGOTIATIONS**

**A** Entered into between:

THE LESSOR: (Full name and surname)

Mark appropriate choice with an "X":

- 1. Owner/Leasehold owner
- 2. Site permit holder
- 3. Residential permit holder

ID number of lessor:

Contact telephone number: Code:

Number:

And THE LESSEE (student):  
(Full name and surname)

Student number:

Contact telephone number: Code:

Number:

**B** The above-mentioned parties agree to the following stipulated rental agreement, which specifies the role of the lessor and the obligations of the tenant:

The agreement is operative with effect from

when the lessor lets out to the lessee lodgings at

Postal code

here after called the premises.

C

The lessor declares that he/she is rightfully able to rent the premises to the lessee.

D

The premises and their contents are let to the lessee for a period of [ ] months from the date of commencement stipulated in paragraph B.

Mark the appropriate choice with an "X"

1. The lessee shall pay to the lessor as rent for the premises/flat [ ] room [ ] and contents the sum of R [ ] per month, payable on the [ ] of each month
2. The lessee shall pay the lessor an additional amount equivalent to one month's rental. The lessor shall hold the sum as security for damage caused to the premises or their contents, and this sum shall be returned to the lessee by the lessor within [ ] days of the expiration or termination of the rental agreement for any reason whatsoever, provided that the premises and their contents are returned to the lessor in good order and condition, fair wear and tear excepted.  
provided that the premises and their contents are returned to the lessor in good order and condition, fair wear and tear excepted.
- 3.1 The lessor shall be entitled, at any time during the currency of this rental agreement; to adjust the rental by giving 1 (one)-calendar month's written notice to the lessee.
- 3.2 The lessee may not cede, assign or sublet, or permit anyone to occupy, the rented premises/room or any part of it without the lessor's prior written consent. The lessee may under no circumstances take in any person or persons on the premises as paying guests or lodgers without the prior written consent of the lessor and may not allow the premises to become overcrowded.
- 3.3 Should the lessee fail to pay any amount owing in terms of this rental agreement on the due date thereof, or commit any breach of any of the terms of this agreement, the lessor shall be entitled to cancel this contract forthwith without prejudice to any other claim that the lessor may have against the lessee.
- 3.4 No variation of this rental agreement, or the mutually agreed cancellation thereof, shall be of any force or effect unless it is in writing and is signed by or on behalf of the lessor and the lessee.
4. The lessor acknowledges that the Central University of Technology, Free State is not a party to this agreement and that the lessee is personally liable for the payment of the rent according to the contents of this contract. As such, the University shall not be liable to the lessor or lessee in terms of this agreement. Nor shall the CUT be bound by any warranties, representations, undertakings or similar assumptions, either express or implied, made by its officers, employees or students purporting to fix the CUT with any liability directly or indirectly related to this agreement.
5. This rental shall be terminable by either the lessor or the lessee upon one month's notice in writing, provided that such notice must be given at or before noon on the first day of the month at the end of which the rental is to expire.
6. The lessor chooses his/her *domicilium citandi et executandi*, while that of the lessee shall be the address of the premises.

**LESSOR**

Signed at  this  day of  2021  
by the lessor.

**WITNESSES FOR THE LESSOR:**

1.   
2.    

**THE LESSOR**

**LESSEE**

Signed at  this  day of  2021  
by the lessee.

**WITNESSES FOR THE LESSEE:**

1.   
2.    

**THE LESSEE**

**IMPORTANT:** IF THE LESSEE IS A MINOR, THIS AGREEMENT MUST BE SIGNED WITH THE ASSISTANCE OF HIS/HER PARENT/GUARDIAN.

Signed at  this  day of  2021  
by the parent/guardian.

**WITNESSES FOR THE PARENT / GUARDIAN:**

1.   
2.  \_\_\_\_\_  

**PARENT / GUARDIAN**