



OUTAPI TOWN COUNCIL

Tel: 065 - 251191/2

P.O. Box 853

Fax: 065 - 251128

Outapi

E.mail: outapitc@iwav.na

APPLICATION TO RENT AT THE INFORMAL SETTLEMENT

- (1) ID Document
- (2) Marriage certificate & ID documents of spouse (in terms of marriage Equality Act No. 1 of 1996)
- (3) Pay Slip/ Bank statement

I / We do herewith apply to rent the property as described hereunder from OUTAPI TOWN Council, subject to the terms and condition set out hereunder:

PARTICULARS OF APPLICANT

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|--|--|
| NAME OF APPLICANT (hereinafter referred to as the "Lessee") | |
| ID NO/PASSPORT | |
| PHYSICAL ADDRESS OF APPLICANT | |
| POSTAL ADDRESS OF APPLICANT | |
| STREET NAME | |
| TEL. NO.OF APPLICANT | |
| NAME OF EMPLOYER | |
| ADDRESS AND TEL. NO. OF EMPLOYER | |
| INCOME TAX NO: | |
| EMAIL ADDRESS | |
| NAME OF SPOUSE IF MARRIED | |

Description of property: (hereinafter referred to as "the property)

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|----------|------------|
| ERF NO: | |
| IMPROVED | UNIMPROVED |

RENTAL PERIOD APPLIED FOR:

| DATE | FROM | TO | <u>FOR OFFICIAL USE</u> |
|------|------|----|-------------------------|
| | | | |
| | | | |

PURPOSE OF RENTAL AND USAGE:

| RESIDENTIAL | BUSINESS | INSTITUTIONAL | <u>FOR OFFICIAL USE</u> |
|-------------|----------|---------------|-------------------------|
| | | | |

FOR OFFICIAL USE:

| | | |
|---------------------|--------------|---|
| APPROVED | NOT APPROVED | RENTAL AMOUNT PER MONTH N\$...... DEPOST AMOUNT N\$...... |
| | | |
| SIGNATURE: OFFICIAL | DATE | COUNCIL RSOULTION NO. |

TERMS AND CONDITIONS:

1. THE PROPERTY will only used for the purpose as declared in the application form above.
2. THE PROPERTY will not be sub-leased nor will this agreement be ceded or assigned to any other person or organization.
3. THE rental is due and payable monthly in advance on the first day of each successive month. In addition, the Applicant / Lessee shall pay to the TOWN COUNCIL OF OUTAPI an amount equal to one month's rental as a deposit securing the due compliance of this agreement by the Lessee, which shall be refunded. The TOWN COUNCIL OF OUTAPI shall be entitled to set off against such deposit any and all amounts due to it at the termination of the agreement and after due compliance with clauses 4.1 and 4.2 to 4.3
4. The Lessee shall

Not make any alterations and / or addition of nay nature to the PROPERTY. Be liable for all defects, damage or loss in respect of the PROPERTY for the duration of he rental agreement and thereafter until the PROPERTY has been handed back to the Town Council of Outapi.

In this regard it is recorded that a certificate issued by the TOWN PLANNER of TOWN COUNCIL OUTAPI, shall be prima facie evidence of such damage or defects and the Lessee shall repair, renovate or replace all items indicated in such certificate within seven (7) days after receipt of it.

In event of the Lessee failing to affect such repairs , renovation or replacement, the TOWN COUNCIL OF OUTAPI , shall repair, renovate or replace such items shall forwarded a statement of account to the Lessee and set off such amount against the deposit paid by the Lessee.

Should the Lessee fail to pay any amount due after he deposit has been set off and as stated in the statement account within 7 (seven), the TOWN COUNCIL OF OUTAPI will institute legal action for the collection of the said amount.

Ensure that the right of access to the PROPERTY during the rental period is properly regulated and maintained.

Ensure that the supply of water and electricity is maintained, that all accounts are paid on the due due date thereof and shall not allow the authorized use thereof by any person, vendor or organization.

At all times ensure compliance with the applicable laws.

Vacate the PROPERTY before THE DATE specified in the applicant an should the Lessee fail to totally vacate the PROPERTY AS indicated, the Lessee shall be obliged to pay to the TOWN COUNCIL OF OUTAPI, full rental per month until such time that the PROPERTY is totally vacated. Such amounts shall be due and payable on the demand to the TOWN COUNCIL OF OUTAPI.
5. The TOWN COUNCIL OF OUTAPI reserves the right to cancel this agreement without notice and immediate effect, should the Lessee be in the breach of the terms and conditions of this agreement, and may without prior notice demand that the Lessee vacate the PROPERTY.
6. The Lessee herewith chooses his domicilium citandi etc executandi at the address provided above, where he will accept all notices and process.
7. The Lessee consents to the jurisdiction of the Magistrates court in respect of any action the may follow from this agreement
8. No variation , deletion , alteration or substitution of the agreement shall have any force or effect unless reduced to writing and signed by both parties
9. In the events of an applicant applying for and on behalf a juristic person, the applicant and such juristic person will be liable under this agreement jointly and severally and shall for the purpose of the terms and conditions be deemed to be the Lessee.

DATE.....SIGNATURE.....APPLICANT / LESSEE

DATE.....SIGNATURE.....SPOUSE

DATE.....
SIGNATURE.....CHIEF EXECUTIVE OFFICER

| | | |
|--------------|-------|-------------|
| DEPOSIT PAID | DATE: | RECEIPT NO: |
| RENTAL PAID | DATE: | RECEIPT NO: |