

AGREEMENT OF LEASE

Made and entered into by and between:

Gunnar Siegfried von Dewitz as agent for Deutscher Turn und Sportverein (DTS -hereinafter referred to as the "Lessor")

And

Address

(Hereinafter referred to as the "Lessee")

Whereas the "Lessor" is the owner of all the buildings situated at 22 –26 Sean McBride Street in the Municipality and District of Windhoek, hereinafter referred to as the "Premises"

And whereas the LESSOR is prepared to let to the LESSEE:

The *sport hall/ *sport field/ *tennis courts/ *club hall
Situated at: 22 –26 Sean McBride Street
Windhoek

* Delete which is not appropriate

NOW THEREFORE IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. LETTING AND HIRING

The Lessor hereby lets the above identified part of the premises to the Lessee and the Lessee hereby hires the same.

2. DURATION

This lease shall be deemed to have commenced on and shall terminate on

3. RENTAL

Subject to provisions of Clause 15 hereof, the rental to be paid by the Lessee to the Lessor shall be N\$.....

(.....Namibian Dollars).

The aforesaid rental shall be payable 48 hours in advance of the lease agreement coming into effect and shall be paid into the account of Deutscher Turn und Sportverein, Standard Bank Windhoek, Main Branch (Branch No.:08237200), Account No. 04 146 0650. Proof of payment to be either faxed to fax no: 204 3260 or e-mailed to: arlette@iway.na.

On signing of this Agreement the Lessee shall forthwith pay the Lessor the amount of N\$..... (..... Namibian Dollars) as and for a deposit which amount the Lessor shall re-pay to the Lessee (free of interest) at the termination of this agreement. Should the Lessee however be in default with any term or condition of this agreement the Lessor shall, without prejudice to any other right he may have, withhold repayment thereof until such default has been rectified.

4. SUB-LETTING, CESSION AND ASSIGNMENT

The lessee shall not have the right to sub-let the agreed upon part of the premises or any portion thereof.

5. USE

The specified portion of the premises are let solely for the purpose of sporting/leisure/recreational activities by the Lessee and the Lessee shall not use the premises or any part thereof for any other purpose without the written consent of the Lessor, which consent may be withheld without assigning any reason therefore.

6. ALTERATIONS

The Lessee shall not make any structural alterations to the agreed upon portion of the premises without the prior written consent of the Lessor.

The Lessee shall be entitled, with the prior written consent of the Lessor, to erect in or upon the agreed upon portion of the premises such fixtures and fittings as may be requisite for the sporting/leisure/recreational event and at the expiry of this lease all such fixtures and fittings so effected shall be removed by the Lessee at his expense, provided that such removal shall not cause any damage to any part of the premises; any damage so caused shall be remedied by the Lessee at his expense before restoring the premises to the Lessor. Any of the said fixtures and fittings not removed by the Lessee shall become the property of the Lessor who shall not be obliged to pay any compensation therefore to the Lessee.

7. MAINTENANCE AND REPAIRS

The Lessor undertakes to keep the exterior and interior of the agreed upon portion of the premises in good repair and will hand over such portion of the premises in a clean and neat condition at the commencement of the lease.

On expiration of the lease the agreed upon portion of the premises has to be cleaned thoroughly.

The Lessee acknowledges that the interior of the premises is in good order and condition at the date of signature hereof and the Lessee agrees to maintain such interior in the like good order and condition during the duration of this lease, fair wear and tear alone excluded. Should problems arise the Lessee undertakes to contact the Lessor immediately.

In the event that any damage is caused to the premises for the remedying of which the Lessee is responsible under this clause, the Lessor shall be entitled to give written notice to the Lessee requiring him to effect all necessary repairs and, in the event that the Lessee fails to cause such repairs to be commenced within 30 (thirty) days after receipt of such notice, or in the event that the Lessee fails properly to pursue repairs after having caused them to be commenced, such repairs may be commenced or pursued, as the case may be, by the Lessor at the expense of the Lessee and any amount expended by the Lessor in this regard shall be paid by the Lessee to the Lessor on demand.

8. LIMITATION OF LESSOR'S LIABILITY FOR DAMAGE CAUSED BY SUPERVENING DEFECTS

The Lessee shall:

have no claim of any nature whatsoever whether for damages or a remission of rent against the Lessor for any interruption in the supply of water, electricity, heating or air-conditioning to the leased premises whether such interruption

arises from negligence of the Lessor, the Lessor's servants, *vis major*, *casus fortuitus*, inclement weather, *force majeure* or any other cause whatsoever;

have no claim of any nature whatsoever against the Lessor for any break-in, accident, injury or damage caused to him through or while using the passages or any portion of the agreed upon portion of the leased premises or the buildings in which the leased premises are situated, whether arising or not out of the negligence of the Lessor's servants or any other cause.

9. LESSEE NOT TO DO ANYTHING WHICH MAY VITIATE FIRE INSURANCE

During the currency of this lease the Lessee shall not do, nor cause or allow to be done, anything which shall or might have the effect of vitiating the fire insurance now or hereafter affected by the Lessor on the building or of increasing the premium payable in respect thereof. Should such premium be increased as a consequence of any act or omission by the Lessee, the amount of such increase shall be paid by the Lessee to the Lessor on demand.

10. LESSOR NOT RESPONSIBLE FOR DAMAGE OF RAIN ETC.

The Lessor shall not be responsible for damage done to the Lessee's sport equipment, decorations, and any other contents by rain, wind, hail, lightning or fire, or by reason of riot strike, civil commotion, political upheaval, the State's enemies, or through any other cause of a like nature.

11. LESSOR'S RIGHT OF INSPECTION

At any reasonable times the Lessor, or his representative, shall be entitled to have access to the agreed upon portion of the premises in order to inspect them or for any other lawful purpose.

12. LESSEE NOT TO BRING HEAVY ARTICLES INTO PREMISES, ETC.

Any heavy article as may cause damage to the agreed upon portion of the premises shall not be brought into, or permitted by the Lessee to remain in the premises without the consent of the Lessor and whether or not such consent be given, the Lessee shall be responsible for damage, if any, caused to the building/premises by any such article.

13. RESPONSIBILITY FOR CLEANLINESS

The Lessee shall be responsible for keeping clean the interior of the agreed upon portion of the premises, including both the inside and the outside of all windows therein.

14. LESSEE NOT TO CONTRAVENE LAWS ETC.

During the currency of this lease the Lessee shall not do, or permit to be done, anything which may result in a contravention of any law, by-law or regulation effecting the premises or/and buildings.

15. NOT WITHHOLDING OF PAYMENTS

The Lessee shall not be entitled to withhold, delay or abate payment of any amounts due to the Lessor in terms of this lease by reason of any breach or alleged breach of the Lessor's obligations hereunder.

16. LESSEE RESPONSIBLE FOR WINDOWS ETC.

The Lessee shall, during the currency of this lease, be responsible to replace any windows and plate glass as may be damaged or broken on the premises.

17. BREACH BY THE LESSEE

Should the Lessee fail promptly to make any payment due in terms of this lease, or should the Lessee commit a breach of any of the other terms hereof, the Lessor shall be entitled either to cancel this lease and to sue the Lessee for (arrear) rent and/or any other amount due by the Lessee and/or any damages sustained by the Lessor. Any breach of contract with the consequential involving of attorneys will be for the cost of the Lessee and *domicilium citandi et executandi* being the lower court of Windhoek/Namibia.

THUS DONE and SIGNED by the Lessor's agent at Windhoek on this ____ day of _____ 200 in the presence of the undersigned witnesses:

Lessor's agent:

Witnesses:

.....

THUS DONE and SIGNED by the Lessee at Windhoek on this ____ day of
_____ 200 in the presence of the undersigned witnesses:

Lessee:

Witnesses:

.....