

MOUNT AMANZI RENTAL AGREEMENT - TERMS AND CONDITIONS

Mount Amanzi has a **Rental Pool Facility** in terms of which the public can rent a Shareholder's Share Block Week should the Shareholder not be able to utilise same in the respective year, and in exchange the Shareholder will receive rental income subject to the *Rental Terms and Conditions*.

The Rental Terms and Conditions are as follows:

1. The levies associated with the Share Block Week must be settled in full before the Share Block Week will be placed in the Rental Pool.
2. The Shareholder remains liable for the Share Block Week's levies regardless whether the Share Block Week is rented out.
3. **The Share Block Week is placed in the Rental Pool at the Shareholder's request and risk. The Shareholder understands that there is no guarantee that the Share Block Week will be rented out by a third party.**
4. **The Shareholder elects to pursue this rental agreement out of his/her own free will and consequently indemnifies Mount Amanzi from any liability which could possibly follow from pursuing the rental.**
5. It's the Shareholder's obligation to regularly follow up with Mount Amanzi whether the Share Block Week has been rented out or not (*Kindly note that provisional bookings can be cancelled prior to the occupation date and as such it's the duty of the Shareholder to make regular inquiries regarding the status of the rental, even when a rental booking has already been made*).
6. Mount Amanzi Reservations will be entitled to deduct a 20% (Twenty Percent) Admin Fee (Excluding VAT) together with VAT (at the relevant rate at the date of transaction) from the rental income of all booked rentals for their administration during the rental procedure. The remainder of the rental income will be transferred into the Shareholder's Share Block Levy Account within 2 (Two) – 3 (Three) weeks after the Share Block Week's occupation date has lapsed. Upon the Shareholder's special request, the remainder of the rental income will be transferred to the Shareholder's allocated bank account. (*Only rental income will form part of this agreement, subsequently no other additional fees that might be received by Mount Amanzi, such as fees associated with Bed-and-Breakfast, restaurant, recreational activities forms part hereof*).
7. A Shareholder may not utilise or withdraw a Share Block Week from the rental pool if said week has already been booked by a third party, however the Shareholder may withdraw the Share Block Week from the rental pool if the Share Block Week has not yet been booked, by giving written notice of such withdrawal to Mount Amanzi using the e-mail address stipulated below.
8. **If a Shareholder utilises the Mount Amanzi's Rental Pool Facility, the Shareholder may not place the Share Block Week on another Rental platform to rent out, nor may the Shareholder bank same on another platform.**
9. No variation of this agreement will be of any force or effect, unless reduced to writing and signed by both Parties thereto.
10. The Shareholder confirms that where necessary, the necessary authorisation has been obtained to proceed with the rental agreement.
11. This constitutes the entire rental agreement between the Parties.

Please complete the section below in PRINT, as well as the *Rental Confirmation Document* attached hereto, to place your Share Block Week in the Mount Amanzi rental pool.

This is signed at _____ on this the _____ day of _____ 20_____

1. Name(s) and Surname: _____ Signature: _____

Please correspond with Reservations via e-mail reservations@mountamanzi.co.za or telephone number (012) 381 5400.

RENTAL CONFIRMATION DOCUMENT			
By completing this <i>Rental Confirmation Document</i> , the Shareholder(s) confirm that they want to place the Share Block Week, with further details below, in the Mount Amanzi rental pool subject to the <i>Rental Agreement Terms and Conditions</i> , to which this document is attached.			
1.	<u>SHAREHOLDER(S) INFORMATION</u>		
1.1	Name(s) and Surname (or) Company Name: _____		
	Member Number	_____	
1.2	Identity No(s) (or) Company Reg No: _____		
1.3	Telephone Number(s): (H) (_____) _____ (W) (_____) _____		
1.4	Cell phone number(s): 1. _____ 2. _____		
1.5	Fax Number(s): 1. _____ 2. _____		
1.6	E-mail(s): 1. _____ 2. _____		
2.	<u>DETAILS OF SHARE BLOCK WEEK (MODULE)</u>		
2.1	Unit/Chalet No: _____	2.4	Arrival date: _____
2.2	Module/Week No: _____	2.5	Departure date: _____
2.3	Unit/Chalet size: _____	2.6	Levy Paid: _____
3.	<u>RENTAL OPTIONS</u>		
3.1	I/We have read the <i>Rental Agreement Terms and Conditions</i> and choose to place the unit in the rental pool. _____		

4.	<u>VERIFICATION</u>
4.1	I/We confirm that the information contained herein are both true and correct;
4.2	I/We will follow up regularly regarding the status of the rental Share Block Week;
4.3	I/We confirm that we have read and understood the <i>Rental Agreement Terms and Conditions</i> and agree to be bound thereto.
5.	<u>SIGNATURE</u>
	This document is signed at _____ on the _____ day of _____ 20 _____
5.1	Shareholder(s) 1. _____ 2. _____
5.2	Spouse/Partner 1. _____ 2. _____