



**ZIMBALI ESTATE MANAGEMENT ASSOCIATION
("ZEMA")**

**SHORT-TERM AND HOLIDAY LEASES
("HOLIDAY LEASES")**

SCHEDULE

- 1.1 Indicate, by ticking the appropriate box, whether the ZEMA Member (Rental Owner) is:
Individual **Company** **Corporation** **Trust**

If the Member is a Company, Corporation or Trust, a Resolution as per the example set out in attached Annexure "D" must be signed by all the Directors/Members/Trustees authorising the nominated Member as the responsible signatory of this AGREEMENT, and attached hereto.

1.2 Member's First & Surname
(Authorised Signatory): _____

Company/Corp/Trust Name
(if applicable): _____

1.3 Member's Identity No: _____

Co. Registration Number
(if applicable): _____

1.4 Property Address: _____

1.5 Property Description: No. of Bedrooms: _____

1.6 Member's Contact Details Tel: _____

Email: _____

1.7 Rental Agent (if applicable): Agency Name: _____

Agent First & Surname: _____

Agent Tel: _____

Agent Email: _____

The Member: 1. Warrants that all the information contained in this schedule is true and correct;
 2. Undertakes to immediately notify ZEMA in writing of any change/s to the information;
 3. Binds himself to the Conditions set out in Annexure "A" hereto headed "Conditions".

SIGNED AT _____ ON THIS _____ DAY OF _____ 20____

AS WITNESSES:

1. _____

2. _____

MEMBER



CONDITIONS

A ACKNOWLEDGMENTS

The Member acknowledges:

1. That ZEMA is only responsible for the facilitation of access to tenants and that all other obligations relating to the tenants remain those of the Member;
2. That the Member is fully responsible for the actions and behaviour of tenants, and for the payment of all fines incurred by tenants for transgressions of ZEMA's Articles of Association or Conduct Rules;
3. That in order to uphold the Zimbali Coastal Resort brand, the Member shall be obliged to maintain the property let in terms hereof to an appropriately high standard;
4. That in the event that a letting agent is appointed, the Member shall nonetheless remain fully responsible for the choice of tenants as well as all other matters arising out of his lease agreement and its implementation.

B FORMAL REQUESTS

1. The Member (or a duly authorised Agent) shall in respect of every Short-Term Holiday Lease booking, fully complete and sign a Rental Booking Notification Form ("the Form" marked Annexure "B").
2. The Form shall be submitted by email to rentals@zema.co.za by no later than 19h00 of the day preceding the arrival of the tenant.
3. The Member shall pay the prescribed Short-Term Rental Administration Booking Fee for every rental, which fee amount is set down by the ZEMA Board of Directors.
4. The Member shall be obliged to pay a Late Booking Fee should the Form not be received timeously and in accordance with 2 above. The fee amount shall be set down by the ZEMA Board of Directors.

INITIAL: _____



5. In the event of an Agent being authorised to enter into Short-Term Leases on behalf of a Member, the Member shall lodge with ZEMA, written authority appointing the Agents, which authority shall remain valid for the time period stated in that authority, or where no time period is stated, until the Member cancels the authority in writing.

6. The Member/Agent shall notify the tenant of the following requirements and stipulations of ZEMA:
 - 6.1 Two (2) Access Cards are provided per booking/rental unit. Additional cards may be purchased at the ZEMA Welcome Centre on check-in;

 - 6.2 The ZEMA Welcome Centre does not accept cash but does have debit/credit card facilities;

 - 6.3 The driver of each vehicle entering the Estate shall be required to provide his/her driver's licence at the security gate. This will be scanned onto an Access Scanning Device and the driver will be required to digitally sign on the device to confirm that he/she has been advised of the Estate Conduct Rules;

 - 6.4 Vehicles entering the Estate will be checked on arrival at the security gate to ensure that the occupants' details correlate with the Rental Booking Notification Form ("the Form") completed;

 - 6.5 The ID or passport number of each and every guest of 16 years and older must be provided on the Form;

 - 6.6 All Access Cards and, where applicable, keys, must be returned to the Welcome Centre on the tenant's departure. A Lost/Damaged Card Recovery Fee will be imposed on tenants for each card not returned, or returned in a damaged condition. However, the Member is fully responsible for such fees should his tenant fail to pay the fee on departure;

 - 6.7 ZEMA shall not be liable for any injury to or death of any person, or damage or loss of any property regardless of the cause.

 - 6.8 The tenant will be required to sign an Acknowledgement of Receipt of Access Cards, which includes a Code of Conduct for Properties Rented in Zimbali Coastal Resort, a copy of which is attached as Annexure "C".

INITIAL: _____



C COSTS OF ENFORCING COMPLIANCE

1. The Member's attention is drawn to Article 20.11 of ZEMA's Articles of Association which states:

“Should any Owner or any lessee of an Owner or guest or invitee of an Owner or any hotel guest fail to perform any obligation incumbent upon him, if applicable, within the period of any notice given for compliance, the Association shall be entitled, but not obliged, to do such things and incur such expenditure as is, in the opinion of the Association, necessary and/or requisite to procure compliance. The costs thereby incurred by the Association shall be a debt due by the Owner concerned, which shall be payable on demand.”

2. The Member shall pay the legal costs of enforcing compliance in terms of Article 20.11 on the attorney and client scale.

D INDEMNITY

The Member hereby indemnifies and holds ZEMA harmless against any loss, penalty or expense which it may incur or sustain as a result of or pursuant to the Member leasing out the property, howsoever it may arise, including through any acts or omissions, negligent or otherwise, of ZEMA or its employees or agents.

INITIAL: _____