



MEMBERSHIP AGREEMENT

Made and entered into by and between:

SAFE WATERKLOOF INITIATIVE NPC (TO BE ESTABLISHED)
(hereinafter referred to as "**the Association**")

and

Full names of owner/s of the property
If the owner is a Company/Trust/CC/Entity: the full name of the duly authorised agent
(hereinafter referred to as "**the owner**")

ID number(s)/Company registration number/ Master reference number

Erf number

Address of the property (*domicilium citandi et executandi*)

E-mail address

Contact number/s

(hereinafter jointly referred to as "the parties")

WHEREAS the owner intends to enter into and participate in the voluntary access control measures project of the Non-Profit Company and consent to the management of an agreed portion of **Waterkloof** by means of access control measures permitted in terms of the Rationalization of Local Government Affairs Act of 1998 or any other relevant legislation, where necessary;

WHEREAS the owner consents to become a member of the proposed Non-Profit Company (a residents' association not for gain) required to implement the security scheme proposals and to participate therein as proposed during a general meeting of **Safe Waterkloof Initiative NPC (to be established)** ("**the Association**") and undertake to pay the deposits and subscriptions as stipulated hereunder to give effect to the plan mentioned above;

WHEREAS the owner agrees as follows:

1. To pay the Association the following deposits and the monthly subscription fees as determined by the access control measures project from time to time:

Deposit 1: **R2,100.00**
Deposit 2: **± R11,500.00**
Monthly Contribution: **± R950.00**

2. Payment of subscription fees/costs are to be made to Paxton-Cerva Property Services (Pty) Ltd, or as per instruction notice to owners from the directors, on or before the 7th day of each month, into the following trust account:

Account Name	:	Paxton-Cerva Property Services (Pty) Ltd
Bank	:	Nedbank Pretoria Branch
Branch Code	:	160-445
Account no.	:	1604-709545

Kindly forward all proof of payments to safewaterkloof@pcps.co.za

3. Should I/we fail to pay my/our monthly subscription fees, or part thereof, I/we acknowledge that I/we will be held liable for any and all costs and disbursement that may arise by virtue of the enforcement of this agreement including but not limited to managing agent costs, legal fees on an attorney and client basis, counsel fees, tracing costs and collection commission and further Indemnify the Association against said costs incurred.
4. To be bound by and uphold any rules and regulations as set out by the Non-Profit Company.
5. To cooperate with the Association and other participants of the access control measures project of the Non-Profit Company.
6. As stipulated in the Management Agreement, should expenditure arise that does not form part of the normal proposed budget, a special contribution may arise by virtue of participation in the access control measures and a Special Meeting will be held to discuss the matter and to arrange for the special members' contributions.
7. In the event of not reaching the 67% as per the municipal requirement for the first phase deposits, within 6 months, the member agrees that Paxton-Cerva will be entitled to R 210.00 per deposit received for the reimbursement of administrative charges as set out in our management agreement. All interest less bank charges occurred in the trust account in the name off the initiative will be refunded to the "**the Association**" to cover their administrative costs. Thereafter the deposit less the R 210.00 will be refunded to the member.

8. NOTICES

The parties choose as their *domicilia citandi et executandi* for all purposes under this agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature as follows:

"the Association" nominates the address to be its managing agent or as per instruction notice to the owners from the directors:

Paxton-Cerva Property Services (Pty) Ltd
Celtis House
Block D, Eastwood Office Park
Lynnwood Road
Lynnwood Ridge

"the owner" nominates the address of the property as stated on page 1 of this agreement.

9. CANCELLATION / TERMINATION

By virtue of entering into this agreement, the member hereby agrees to electronic communication from the managing agent and the directors. The member agrees to receive his monthly subscription statement as well as invoice and communication as per the POPI Act.

It is agreed that his email address will be used for statements and that the responsibility lies with the owner to ensure that his details are kept updated with the managing agent.

