

**CONVENTION FOR THE OCCUPATION OF APARTMENT**  
(Version LS 05/2006)

**Between:** ..... represented by ESTATE AND CONCEPT S.A., carrying the trade name of HOME IN BRUSSELS ®, having its head office at Avenue de la Renaissance 41, 1000 Brussels (BCE 458.306.489) Tel. : 32(0)2.732.00.00 Fax : 32(0)2.732.00.01  
Hereinafter referred to as "**The Agent**"

**And**

Surname : ..... Name : ..... (please add a photocopy of the identity card)

Address: ..... Tel/Mobile: .....

The company : ..... having its headquarters at .....

Represented by ..... Position .....

Hereinafter referred to as "**The Lessee**"

**And (when another person other than the Lessee occupies the property)**

Surname: ..... Name: .....

Address: ..... Tel/Mobile .....

Address of the place of work of the Lessee :

Private Tel.: ..... Office Tel.: ..... Tel/Mobile: .....

Email: .....

Hereinafter referred to as "**The Occupant**" (add a photocopy of the identity card)

**Clause 1. - Objet.**

The Agent leases to the Lessee, who agrees, an apartment at the Residence .....  
- the apartment : .....  
- the parking space : .....

The apartment includes the equipment, furniture and objects mentioned and described in the Entrance Inventories. The Lessee acknowledges having read the Inventories and examined the premises and agrees they fulfill the elementary obligations as to safety, salubrity and habitability.

**Clause 2. - Duration**

This lease has a duration of ..... taking effect on ..... and expiring on ..... without any tacit renewal. Any demand for an extension of the present lease must be notified in writing at least 15 days before the expiring date and will be subject to approval of the Agent. In case of early leave of the occupant at a distance of more than 50km, the Lessee has the power to terminate the present lease by the means of a certified mail, giving the Agent a ..... day notice and a compensation of .....€.

**Clause 3. - Leasing price**

The basic monthly price is set at ..... including the disposal of the premises, the furniture and equipment available in the apartment, which represents 10% of the rental price and the expenses detailed in Clause 4.

The Lessee undertakes to pay the rent upon receipt of the invoice. In case the payment hasn't been made 10 days after the due date, a fixed compensation of €25 will be claimed for the administrative costs of the reminder.

**Clause 4. - Expenses**

In accordance to Clause 3; the following expenses are included in the rent: the general building expenses, water, electricity, heating, local taxes at the charge of the Agent, television license fees. Any additional services such as the cleaning, bed linen, .... that can be included to the present contract are described in the annexes "additional details and special conditions". Nevertheless, these charges are estimated on the basis of a normal use. If any abuse had to be noticed, such as energy consumption during the absence of the occupant, an extra compensation will be invoiced.

**Clause 5. - Guarantee.** (to be settled before receiving the key)

At the moment of the Lessee's arrival, he will constitute a guarantee equivalent to .....€, either through a banker's order or through a bank guarantee. A deposit from the Lessee's employer is also possible but subject to the Agent's approval. The sum of money will be refunded to the Lessee after the expiration of the lease and after the Agent establishes that all the obligations have been met. This guarantee can't be used to pay the rent or expenses.

**Clause 6. - Entrance and Exit Inventories**

In the absence of any indications in the "additional details and special conditions" annexes, both parties agree to an amicable Entrance Inventories. A checklist will be attached to the present contract. The Lessee will have maximum 7 days to add any written remarks. Once this period of time elapsed, the checklist will be considered as correct. When the occupant definitely leaves the premises, a visit is undertaken in order to check the state of the premises and equipment. Any damages or exceptional cleaning costs will be calculated and charged to the Lessee as well as a standard exit cleaning service (except for a prior agreement with the Agent). The cost of this cleaning service is of €124 excluding VAT.

**Clause 7. - Occupancy of the premises.**

The Lessee declares leasing the premises for exclusive use as a principal/secondary residence. (the principal residence is located at ..... since ..... The premises will be occupied by ..... person(s).

The Lessee will not change this occupancy, sublease a part of or the entire premises, nor will he cede his rights on the premises without a prior-written agreement of the Agent. The Lessee can not assign a part of or the entire premises to a professional and/or commercial activity. The

Lessee commits to comply with the internal regulations (see annexes) of the building as well as its possible modifications. The Lessee will occupy the premises with due care and attention and will make sure the peace and quietness of the other occupants is not disturbed due to his actions or the ones of his guests. He will not own or allow the entrance of any animal to the building with out the written agreement of the Agent. The Lessee undertakes to allow the entrance to the building only to persons he knows and under his own responsibility. He will make sure the entrances of the building are always correctly closed. The parking spaces are for the exclusive use of the Lessee.

The Lessee undertakes to take care of the premises and the furniture and objects supplied. He will make sure that no stains are made on the furniture, carpets, curtains, floors, on pain of compensation for the damages. For any deterioration, the Lessee will pay the costs of the entire refurbishment and/or replacement. The Lessee will keep the premises in a perfect state at his own costs during the entire term of the present lease and will return the premises in the same state he received them. The Lessee will inform immediately the Agent if any incident occurs. If not, the Lessee takes full responsibility. The Lessee will have to accept important repairs to the premises at charge of the Agent and grant access to the apartment, even if these repairs last for more then forty days and will have to renounce to any kind of compensation.

Any maintenance and common repairs, as well as any important repairs that derive from the Lessee's responsibility are at the charge of the Lessee. Any damages to the front door of the apartment and to the apartment itself due to theft, theft attempt or vandalism are at charge of the Lessee. He will also make sure that the sanitary devices, the plumbing and drains are not blocked. Any damages resulted of a non-respect of the obligations above mentioned, will have to be repaired at the charge of the Lessee.

The Agent is not responsible of the inconvenience or nuisances caused by the breakdown of the distribution devices, equipment or installations, what ever the reason would it be.

**Clause 9. – Registered address – Civil Status.**

The Lessee declares registering at the premises' address and/or at its Belgian head office during the entire period of the lease and will stay registered if the lease is renewed. If the Lessee doesn't notify to the Agent of a new address after he leaves the premises, he will keep the registered address.

**Clause 10. - Early lease termination.**

In case of an early lease termination, as set in article 1760 of the Code Civil, the parties set to ..... month the fixed compensatory indemnities for early lease termination. Additionally, the Lessee will have to bear the costs of all the expenses and charges that result of this early termination, including the Agent's commission, as well as the current rent and expenses.

**Clause 11. – Access – visit of the premises.**

The Agent and the cleaning staff will be allowed to access the premises between 9h00 and 18h00. The occupant has at his disposal a safe where he can keep his valuables. The keys will have to be returned to the Agent, at the latest on the day of the Exit Inventories. If not, the locks will be automatically changed and the cost of €372 will be at charge of the Lessee.

**Clause 12. – Interdependent Obligations – Transfer and sub-letting.**

The Lessee must undertake the registering formalities and bear their costs. The obligations of this lease are indivisible and interdependent for the parties, and any of their heirs and beneficiaries. The Lessee will only be allowed to cede his rights on the premises with a prior-written agreement of the Agent. The sub-letting of the premises is forbidden.

**Clause 13. – Late payment.**

Any amount of money due by the Lessee and not paid on the due date will generate a charge of an interest on the legal rates (currently 7%) increased of 5% as from its expiration date, and this without any formal notification; the interest on any started month will be due for the entire month

**Clause 14. – Assurances - Responsabilité.**

The Lessee isn't requested to insure the premises against fire. This insurance is the Agent's responsibility and the costs included in the expenses mentioned in clause 4. The Agent declines any responsibility for damages and loss due to theft, theft attempt or vandalism in the premises. Only the objects and equipment included in the present lease are covered by the insurance taken out by the Agent. It is the Lessee's responsibility to insure accordingly his engagements and his belongings without ever claiming the Agent's responsibility.

Done in ..... copies in Brussels, the .....

**The Lessee**

**The agent**

**The Occupant**

**Annexes:**

- Guarantee
- Internal regulations of the building
- details of the complementary services and special conditions