

**Rental Lease for furnished residential accommodation**  
(Version 5/20/2008)

**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 – supplier of furnished accommodation**"

**And**

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

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

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

Represented by ..... Domiciled at .....

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

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

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. - Object.**

Le Agent supplies the Lessee with an furnished apartment at « La Résidence », situated at 1040 Brussels, Rue Joseph II, n°21, identified as following :  
- the apartment : .....  
- the parking space : .....

The apartment and parking space are described in the Entrance Inventories and acknowledged by the Lessee who also declares having 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.

**Clause 3. - Leasing price**

The present contract is a rental lease for furnished accommodation in accordance with the article 18§1-10° of the VAT code. **The basic monthly price is set at:**

- ..... -€ (6% VAT Included) for the apartment.
- ..... -€ (6% VAT Included) for the parking space

The Lessee is required to pay regularly in order for the Agent to receive the payment on the first working day of each month (or at the latest the first day the contract comes into effect if the contract starts on another date than the first day of the month). Until further notice, the payments will be made on the following account number: ..... (IBAN: BE..... – SWIFT ou BIC : .....) at ..... (Bank) by an automatic bank transfer order mentioning the following structured communication: ..... / ..... / ..... . 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. The price includes the furniture and equipment available in the apartment, which represents 10% of the rental price.

**Clause 4. - Invoicing and expenses**

The first invoice will be handed over to the Lessee on the day the present lease is signed. Subsequently, an invoice will be sent each month to the Lessee. All expenses are included in the rent, such as electricity, water, heating, local taxes (excluding personal taxes), television and telephone license fees. 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)**

The Lessee will constitute a guarantee either through a banker's order or a bank guarantee. A deposit 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. - Modification and transformation of the rented premises.**

Any modifications, improvements, changes to the rented premises can only be undertaken with the prior written approval of the Agent. If there were modifications without such approval, these modifications will be granted to the Agent who also has the right to demand the restoration of the premises to their original state. The Lessee can not place a satellite dish on the balcony/the terrace or on the roof without prior written approval of the Agent.

**Clause 7. – Entrance and Exit Inventories**

Both parties agree that a detailed Entrance Inventories and an inventory of the furniture are established at shared costs before the Lessee occupies the premises. Both parties assign M. .... as assessor for this mission. The Lessee commits himself to pay the assessor his share for the Entrance and Exit Inventories. The assessor will establish the Exit Inventories after the premises have been totally emptied by the Lessee (except for the furniture supplied by the Agent) on the last day (at the latest) of the present lease. The assessor will determine the possible damages as well as the indemnities for the non-respect of the Lessee's obligations and/or the compensation related to the time the premises are not leased. These indemnities are to be paid by the Lessee. The decision of the assessor, chosen by both parties, will be definitive and irrevocable both at the entering and the leaving of the premises.

The premises were cleaned once a week and the cost is included in the rent. Before leaving the premises definitely, the Lessee will have the premises completely cleaned. This exceptional service will be invoiced separately at a price of €124,00 excluding VAT.

**Clause 8. – 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 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 of the damages. 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 reasons.

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

The Lessee declares registering at the premises' address 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 keeps 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 from 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. - Responsibility.**

The Agent declines any responsibility for damages and loss due to theft, theft attempt or vandalism in the premises. 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 .....

**Le Lessee**

**The agent**

**The Occupant**

**Annexes:**

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