

LEASE OF AN APARTMENT

The undersigned

Mr. / Mrs.

 Address
 Tel/Gsm/Mobile:
 e-mail :

herinafter called "**Lessor**" and

Mr. / Mrs.
 Born atOn.....
 ID or Passportnr :
 Rijksregisternr
 Address :

 Tel/Gsm/Mobile :
 e-mail :

herinafter called "**Lessee**"

have agreed as follows :

Art.1. Purpose

The Lessor hereby grants to the Lessee, and the Lessee accepts, a lease on an apartment located at(**...th floor**)

Includes : entrance hall, living, dining area, equipped kitchen with cupboards and appliances, washer/dryer,bedrooms, bathroom with full bath/ shower double/single sink, ...toilet, terrace, .. (see details in the inventory list). Parking : yes/no

The family of the Lessee counts persons.

Art.2. Term

The lease shall have a term of **months/ year** beginning on **20..** and expiring automatically/legally on the **20..** By this enddate the Lessor can freely dispose again of his apartment.

The Lessee cannot denounce during this rentperiod until the enddate . He will guarantee the payment of the this period. If the Lessee wants to leave the apartment earlier than this period, he may find another tenant and needs the approval of the Lessor.

If the Lessee want to extend the lease, he needs to send a registered mail to the Lessor **1 month in advance before the enddate of this leaset** (...../...../ 20..) or in mutual agreement with Lessor (undersigning a common agreement), otherwise the lease will automatically end on the ending date.

When the lease will be extended you can **either** make a new lease **or** make an addendum to this lease. If not than the Lessor can rent this apartment again to somebody else from the (...../...../20..).

If the Lessee stays **longer** than **one year**, he can terminate the lease agreement at any time on three months notice given to the Lessor by registered mail.

He shall than pay a penalty equal to

- Within the 1st year : 3 months rent
- Within the 2nd year : 2 months rent
- Within the 3rd year or longer : 1 month rent

Art.3. Payment of rent

The Lessee shall pay it regularly in advance, at such times as may be necessary to assure that the Lessor's account will be credited befor the 1st. day of each month.

The initial monthly rent shall be the sum of the rent.....

Until further notice, payments shall be made to the account number
.....(Bank : - te)
IBANBIC

€; (..... Euro) + € (..... Euro) for the parking
Total amount : € split as following :
rent€ and charges€

- Standard T.V. connection with 35 channels
- Standard Internet connection for 2 pc users
- Water connection,
- Gas connection,
- Heating
- Electricity
- Common charges
- Cleaning (...number of hours/ week)

The fee for the heating and electricity consumption is calculated ateuro/m, if you use more a supplement will be charged or immediately or at the end of the period.

Art.4. Escalation of the rent

Applies only when you stay longer than a year.

Than the parties agree that the rent shall be linked to to the index of health prices announced in the "Moniteur Belge" "Belgisch Staatsbald".

Each year, on the anniversary of the date on which the lease agreement came into effect, the rent shall be adjusted automatically and without further agreement, in accordance with the following formula :

$$\text{New monthly rent} = \frac{(\text{Initial monthly rent}) \times (\text{new index})}{(\text{initial index})}$$

The initial monthly rent is mentioned in Art.3.

The new index is the one of the month preceding the anniversary of the date on which the lease agreement came into effect. The initial index is that of the months preceding the month in which the lease agreement was signed, i.e.the month 20.., =,....
<http://www.aclvb.be/werknemers/index/indexcijfers-2010>

The adjustment is only effective after the written request of the Lessor and only is effective three months before the request.

Art.5. Tenancy costs

All periodic charges for electricity, gas, telephone, television, internet and similar services, and all related charges, such as those which are made for connections, advance deposits and meter rental, shall be at the charge of the **Lessor**.

Art.6. Taxes

by All taxes levied by the public authorities for services rendered to tenants of the building shall be paid
the Lessor. The Lessor shall bear the anticipatory tax on income from real property.

Art.7. Security

The Lessee shall delivery to the Lessor by way of guarantee a maximum amount corresponding with 2 times the initial monthly rent specified in Art3, such as € (.....
Euro) to render to the Lessor all sums owed by the Lessee by reason of the lease agreement or matters arising there from, upon presentation of :

- An agreement between parties; or
- A judgment, even if rendered by default or subject to appeal, or
- The report of an expert appointed by the parties or, if they fail to appoint one , by a court.

This amount can be a bankcheque/ cash / blocked account on both names / bankguarantee. Given at least before/...../20.....

Art.8. Insurance, Accidents, Liabilities, Repairs and Maintenance Verzekering, ongevallen, aansprakelijkheid, herstellingen en onderhoud

- a) During the entire term of the lease, the Lessee shall maintain insurance for his liabilities in respect of fire and water damage to the premises, in an amount equal to 240 (two hundred and forty) times the initial monthly rent specified in Article 3, unless parties mutually agree otherwise.
The insurance policy shall obligate the insurer not to terminate the policy without informing the Lessor. Within thirty days after signing this lease agreement, **the Lessee shall provide evidence that he has obtained the necessary insurance. He needs also to insure his own belongings.**
- b) The Lessee shall immediately inform the Lessor of any accident for which the Lessor may be held liable. He shall do the same with respect to any damage to the roof or to the structure of the building, which must be repaired at the cost of the Lessor.
The Lessee shall tolerate the performance of major repairs incumbent upon the Lessor, even if the work should continue for more than forty days.
- c) The Lessee shall bear the cost of small repairs and maintenance work on the premises, as well as that of major repairs which would normally be incumbent upon the Lessor but which have been rendered necessary by the Lessee or by a third party for whom the Lessee is responsible.
The Lessee shall also bear the costs of sweeping the private chimneys and fireplaces of liquid and solid fuel at least once a year, replacing cracked or broken windows, maintaining in good condition the shutters as well as all equipment and appliances in the premises, including, without limitation, those which relate to water, gas, electricity and central heating, all sanitary equipment and all waste pipes, septic tanks, cesspools, doorbell and telephone equipment.
The Lessee shall, if necessary, repair or replace all equipment and appliances which may be damaged during the term of the lease, unless the damages are attributable to age or inherent defects. As long as he occupies the premises, the Lessee shall protect the installations from frost and shall ensure that the sanitary equipment, the pipes and the drains are not obstructed through his acts or omissions.
The Lessee shall maintain the garden properly. Trim the bushes and hedges, cut the lawn regularly, do the weeding, keep the paths clean, fertilize and water.

All damages resulting from the Lessee's failure to observe the foregoing provisions shall be repaired at the Lessee's expense.
- d) The Lessor shall not be responsible for any inconvenience or damage that may occur in regard to the foregoing utilities or equipment, whatever the cause may be. The Lessor shall not be liable for the accidental interruption or malfunctioning of any services or equipment in the premises for which the Lessor is responsible, unless it is shown that the Lessor was informed there of and did not immediately take all possible steps to remedy the situation.
- e) The Lessee shall maintain the premises in a good state of cleanliness.

Art. 9. Alterations to the Premises

The premises may not be altered without the written consent of the Lessor. Unless otherwise agreed, all alterations shall become the property of the Lessor without payment of any indemnity to the Lessee.

In the absence of a written agreement, the Lessor shall have the right to require that the rental property be restored to its original condition.

Art. 10. Opening and Closing Inventories

The parties agree that a detailed description of the premises shall be prepared, for the account of both parties, before the Lessee takes possession.

They designate **Expertise xxxxxxxxxxxxxxxxxxxx , xxxxxxxxxxxxxxxxxxxx xxxxxxxxxxxx** as the expert for this purpose.

The expert designated to prepare the description of the premises at the commencement of the lease shall also prepare the description at the end of the term, no later than the last day of the lease.

Or

The parties agree that they agree together on a detailed description in common agreement.

Art. 11. Use of the Premises

The Lessee represents that he is renting the premises for his own use, as his principal place of residence and that of his family. This intended use may not be changed, and the Lessee may not sublet the premises in whole or in part or assign his rights there to, without the Lessor's written consent. The premises shall in no event be subject to the law on commercial leases.

Art. 12. Choice of Domicile - Civil Status

The Lessee elects domicile in the premises for the entire term of the lease. This election shall apply in respect of all matters arising from the lease, unless the Lessee gives notice to the Lessor of a new domicile after he has left the premises. The Lessor elects domicile at the address herein before mentioned, if it is located in Belgium or at such address in Belgium as the Lessor may hereafter designate.

So long as the Lessor has not designated a domicile in Belgium, the Lessor shall be considered domiciled at the address of the agency through which this agreement was concluded.

Art. 13. Expropriation - Rescission

a) If the premises are expropriated, the Lessee shall have no right to be indemnified by the Lessor, but shall assert his claims only against the expropriating authority.

b) If the lease is rescinded for fault on the part of the Lessee, in accordance with Art. 1670 of the Civil Code, the parties stipulate that the period required for a new rental shall be deemed to be three months.

Art. 14. Notices and Visits

In case the premises are offered for sale by the Lessor, and during the three months preceding the end of the term, the Lessee shall allow the Lessor to post notices in the most visible portions of the premises, and shall allow prospective purchasers or tenants to visit the premises freely and completely during no more than two days per week and three consecutive hours per day, to be defined by agreement of the parties. During the entire term of the lease, the Lessor and the Lessor's agents shall have the right to visit the premises on prior appointment.

Art. 15. Occupancy

The Lessee shall occupy the premises as a **bonus pater familiae**.

Art. 16. Registration - Binding Effect

The costs of registering this agreement shall be borne by the Lessor.

The Lessor shall ensure that the agreement is registered. The obligations arising under this agreement are indivisible and shall be binding upon the parties and their respective heirs or successors in any capacity whatever. The heirs or successors of the Lessee may, however, terminate the lease within six months of the death of any Lessee, by a notice given by registered mail at least three months in advance.

Art. 17. Applicable Laws

The rights and duties of the parties are defined in this agreement and, as concerns all matters not expressly mentioned, shall be determined in accordance with Belgian Law.

Art. 18. EPC (Energieprestatiecertificaat)

The Lessee received a proof of the EPC Energie consumption certificate of the Lessor.

Special conditions :

At the end of the lease the Lessor will charge the Lessee 75 € for the total cleaning of the apartment (such as windows in and out, washing, ironing of bedlinen, filter of the extractor, filter of the dryer, washer, ...)

Signed at Antwerp, 20.. in four copies including three for the Lessee for purposes of registration, each party acknowledging receipt of one copy.

(Signatures to be preceded by the handwritten legend "Read and approved").

The Lessor

The Lessee