

FLAT RENTAL CONTRACT

v9.2

322

If there is a French version, it will prevail.

Between :

Hervé REMICHE (NN 69.05.09-105.42), né à Liège 09.05.1969 - rue des Ailes 60 à 1030 Bruxelles ,
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any having full legal power to act alone. Hereafter called "the landlord"

and

(Name)

(Phone)

(Email)

hereafter called "the tenants", severally and inseparably obliged

The following has been agreed

1. OBJECT OF THE AGREEMENT

The owner gives for rent to the tenants who agree the flat located on the 2nd floor, Platanes street, 32, 1040 Brussels, that comprises : living, kitchenette, bathroom, hall, study, mezzanine.

2. DURATION

The lease starts on for a period that will end on

The parties consider that the conclusion of the current lease includes the notice of non extension of the lease.

3. ANTICIPATED TERMINATION

The tenants will be allowed to put an anticipated end to the contract at any time, but not before under condition that they have informed the landlord at least 30 days in advance. The contract will end on the day the tenants will indicate at 16:00.

4. RENTS AND PAYMENTS

The apartment is rented not furnished. Separately and for the same duration as the lease of the flat, the tenants rent the furniture put at their disposition from the sprl « à Hermès » company, rue des Ailes 60 – 1030 Brussels – VAT BE 0446 126 952. In order to ease the payments, the rent of the furniture will be paid to the landlord who will in turn transfer it to à Hermès.

Monthly rent of the apartment	EUR
Rent of the furniture (taxes included)	100 EUR (to sprl à Hermès)
Monthly charges	EUR (cfr art. 6)
TOTAL TO PAY (all inclusive)	EUR

this amount in whole is payable by anticipation so that the account here under would be credited by the 1st of each month:

HERVE REMICHE
IBAN BE 93 2100 4771 5867
BIC Code GE BA BE BB.

With the mention "Rent 322". Payments in cash are an option and will be charges an extra 25 €.

At the time of the signature of the present rental contract the tenants will pay the landlord an amount of EUR as rent for the month of

According to the Belgian Tenancy law, the rent will be adapted to inflation once a year, following the indication of the rent calculator of the website of the Ministry of Economic affairs :

http://statbel.fgov.be/en/statistics/figures/economy/consumer_price_index/rent_calculator/

Based on an initial rent of fixed in The next adaptation (if any) will take place in

5. DEPOSIT

Before entering the premises, the tenants will provide the landlord an amount of EUR as deposit that they will get back once the rental contract terminated and that the landlord will have confirmed that all the bonds of the tenants have been fulfilled. Any amount that might be owed to the landlord will be deducted from the deposit.

6. CHARGES, UTILITIES

The charges fixed in article 4 comprises the common charges of the building. The connection to the distribution of water, gas, electricity, television, wi-fi internet, heating (20°C) are included in the charges, as well as any cost or tax related to it such as cost of consumptions, ...

The amount of charges will only be increased in case of excessive consumption beyond reason and the average. The landlord will always be entitled to adapt the amount of the charges or ask the payment of actual charges, dividing per apartment and according to actual occupation.

7. INSURANCES

The landlord has insured the building with special release of the tenants who are not obliged to insure their rental liability for eventual damages to the rented premises. In case of damage under the tenants' responsibility, they will bear the expenses with a maximum of 500 EUR.

The part of the insurance fees the tenants should pay is included in the charges.
The tenants are supposed to inform the landlord about any damage of the building.
The content of the premises is not insured.
It is nevertheless strongly advised to the tenants to insure their general civil liability.

8. DESTINATION OF THE PREMISES

The premises are rented for private purpose of simple residential use. The tenants will not be allowed to change the destination of the premises, sub-let them even partly neither to give up their rights without the prior written approval from the landlord. The premises can be inhabited by 2 persons maximum.

No modification to the rented premises will be tolerated. The landlord will be always entitled to ask the place to be brought in prior state at the costs of the tenants.

9. TAXES, GARBAGE

The landlord bears the real estate taxes; the tenants bear the residence tax as well as any other eventual tax related to the building occupancy. The tenants will comply to the rules related to garbage collection (cfr www.bruxelles-proprete.be).

10. PAYMENT DELAY

Any amount owed by the tenants and not paid 10 days after the due date will, automatically and without any specific request generate

- administrative costs of 25€ for each reminder
- an interest of 1% per month

Additionally, in case a payment delay longer than 20 days would occur or more than 10 days for a second time, the landlord will be entitled to ask the termination of the rental contract at the fault of the tenant.

11. STATE OF THE PREMISES

The premises are rented in the state in which they are, perfectly clean, well known by the tenants who declare having visited them in all the details.

At the end of the rental contract the tenants will have to leave the premises in the state in which they found it by check-in, taking into account fair wear and tear. If not, above repair costs of eventual rental damages, cleaning costs will be charged at the rate of 20 €/hour with a minimum of 4 hours, as well as rental vacancy with a minimum of 3 days.

If some bedsheets, duvets or other items are provided they are considered as clean, bedsheets ironed and packed. At the end of the rental contract the tenants may opt for leaving them for the landlord to clean ; laundry cots are :

- bedsheets : 25 EUR / set
- pillow : 10 EUR
- bath/bed mat : 5 EUR
- mattress protection : 25 EUR
- quilted cover, duvets : 30 EUR

The exit statment will be established the latest on the last day of the rental contract after the tenants will have left the place completely. In case of delay at making the statment due to the tenants, the rental contract will be considered as extended 30 days after the end of the rental contract (as determined in

the termination letter).

If there is no exit statement made in common agreement, either side may ask the “juge de paix” that he would appoint an expert who will establish the exit statement at shared costs. The expert’s decision will be final for the parties, without appeal.

12. MAINTENANCE

During the lease period, the tenants will wisely maintain the premises and keep them clean.

Besides what the tenants or a third party under their responsibility may have damaged or stolen, the tenants will be responsible for petty maintenance, among others:

- maintaining the sanitariums and sewage
- replacing broken window panes
- maintaining floors, walls, doors, shutters, keyholes
- breakdowns resulting of the use of devices
- replacing bulbs, batteries

The landlord will be responsible for breakdowns resulting from decrepitude or defects.

The tenants acknowledge that a fire alarm is placed in the premises. They should not damage or remove it nor use its battery for any other purpose. They should replace the battery if running low or warn the landlord about any malfunctioning. They will allow the landlord to make any necessary repair to maintain the flat in the condition in which it has been rented.

For any technical problem, the tenants can contact Sanilook (sanilooksprl@hotmail.com or phone +32 475 46 41 80). Only the interventions under the responsibility of the tenants will be charged, at a rate of 50 €/h + transportation 40 €.

13. VISITS

One month before the end of the rental contract, as well as if the premises are put for sale, the tenants will allow free and complete visits by candidates, upon information at least 2 hours in advance.

14. BUILDING INTERNAL REGULATION

The tenants will respect the internal regulation of the premises and the decision of the co-ownership. They can get those documents from the building’s manager.

No storage of personal belongings in the common parts of the building (outside the apartment) will be tolerated.

15. PETS

The tenants will not be entitled to introduce pets in the rented premises.

16. ANTICIPATED TERMINATION AT THE FAULT OF EITHER OF THE PARTIES

In case of an anticipated termination at the fault of either of the parties, the defaulting party will bear all the costs occurred by this termination and will have to pay besides the owed rent until the departure, an indemnity equivalent to the rent of 3 months.

The initiation of a court case by the landlord prevent the tenants to ask the contractual termination of the rent as foreseen in article 3.

Brussels, (date)

The landlord

The tenants