

FLAT RENTAL CONTRACT

(Example)

Between :

“the landlord”

and

Surnames, given names of the tenants, national register nr, date and place of birth, address

hereafter called “the tenants”, severally and inseparably committed. The communication to or from any of the tenants binds the tenants as a whole.

The following has been agreed :

1. OBJECT OF THE AGREEMENT

Description of the flat.

The tenants will respect the building’s regulations; no storage of personal belonging will be tolerated in the rented premises.

2. DURATION

The lease starts on and will end on

The tenants will be allowed to put an end to the contract at any time under condition that they have informed the landlord at least 30 days in advance.

3. RENTS AND PAYMENTS

The following amount is to be paid in advance by the 1st of each month :

| | | |
|----------------------------------------|-----|----------------------|
| Rent of the apartment | | EUR |
| Rent of the furniture (taxes included) | 100 | EUR for srl à Hermès |
| Provision for charges | | EUR (cfr art. 6) |
| TOTAL TO PAY (all inclusive) | | EUR |

With the mention “Rent **CODE**” and on the account

4. RENT ADAPTATION

According to the Belgian regulations, the rent will be adapted to inflation once a year, according to indications of the website of the Ministry of Economic affairs and based on an initial rent of **XXX €** fixed in The next adaptation (if any) will take place in

5. DEPOSIT

Before entering the premises and the handover of keys, the tenants will provide the landlord an amount of **XXX €** as deposit that they will get back once the rental contract terminated after deduction of the potential due amount.

6. CHARGES, UTILITIES AND INSURANCE

The provision for charges (cfr article 3) comprises the common rental charges of the building, and the private charges : water, insurance, maintenance of the boiler, heating (20°C), gas, electricity, wi-fi internet.

The provision may be adapted at any time in case of important variation of energy costs or excessive consumption.

The calculation may be asked by any of the parties only for the current and previous civil year, relying on the individual meters when existing or dividing per the number of apartments.

The tenant will take in charge any other cost.

The landlord has insured the building with special release of the tenants. In case of damage under the tenant's responsibility, he will still have to pay a franchise of 500 EUR.

The tenants are supposed to inform the landlord about any damage of the building. The content is not insured.

7. DESTINATION OF THE PREMISES

The premises are rented for private purpose of simple residential use. The tenants will be allowed to change the destination of the premises, sub-let them even partly or to give up their rights only with the prior written approval from the landlord. The premises can be inhabited by **X** persons maximum.

No modification to the rented premises will be tolerated.

8. TAXES, GARBAGE

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

9. STATE OF THE PREMISES

Before the check-in, the parties will jointly proceed to a detailed state of the premises.

Unless contrary indication, the premises are considered as in excellent state and perfectly clean. By accepting the present contract, the tenants agree to take full responsibility to leave the place in the condition as it was at the first original check-in, considering fair wear and tear.

If not, above repair costs of eventual rental damages, cleaning costs will be charged at the rate of 30 €/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. At the end of the rental contract the tenants may opt for leaving them for the landlord to clean.

The exit statement will be established the latest on the last day of the rental contract between 9:00 and 16:00 after the tenants will have left the place completely, at the cost of the landlord

who will confirm, always in writing, his acceptance of the handover of keys as well as any potential remarks.

In case of delay at making the check-out 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 from the tenants).

If due to the tenants, the check-out cannot take place latest by the termination date (as determined in the termination letter from the tenants), they will pay an indemnity equivalent to the rent of one month in addition to the rent until the check-out.

10. MAINTENANCE

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

The tenants will be responsible for petty maintenance, among others ¹:

- maintaining the sanitation and sewage
- replacing broken windowpanes
- 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 the force majeure.

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.

For any technical problem, the tenants can contact
(The technician)

Only the interventions under the responsibility of the tenants will be charged, at a rate of 50 €/h + transportation 60 €.

11. 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.

12. PETS

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

13. RESPECT OF THE CURRENT CONTRACT AND ADDRESS

Any amount not paid in time will automatically bear a yearly interest of 8% from the first day. Any reminder will be charged 25 €.

¹ See « annexe de l'arrêté du Gouvernement du 23 novembre 2017 déterminant la liste non limitative des réparations et travaux d'entretien impérativement à charge du preneur ou du bailleur »

After a formal notice, the landlord will be entitled to ask the immediate judicial termination at the default of the tenants.

In case of termination at the fault of either of the parties, the defaulting party will pay an indemnity equivalent to the rent of 3 months.

For everything concerning the present rental contract and its consequences, the tenant is considering as residing in the premises, unless he has communicated another address to the landlord, necessarily in Belgium.

Brussels, (date)

The landlord

The tenants