

Lease contract for a temporarily lease

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Tips for quickly filling out the contract:

- 1. 1 party (the lessor) fills out the blanks below using a computer, then scans his/her signature into the computer and copy-pastes this signature into this document.*
- 2. Create a PDF file of the document and send this to the tenant*
- 3. The tenant prints out the file, fills in the blanks by pen, scans it in to the computer and emails the scanned document back to the lessor.*
Instead of printing, you can also open the PDF file with Adobe Photoshop and digitally fill in the blanks.

_____, hereafter called: The lessor
and

_____, hereafter called: The tenant

Agree to the following:

A: The accommodation

Clause 1: address

The lessor rents out the room that is located at the following address:

- Street:
- House number:
- Postal code:
- City:
- Country:
- Location of the bedroom inside the residence: _____

(Please give a description as to where the room is located so that the tenant knows which room is his/hers when entering the residence. For example: the bedroom is the 2nd bedroom on the right when you enter the apartment.)

Clause 2: areas

The tenant rents the bedroom and is allowed to use the following areas (mark as applicable)

- Joint use/private use of bedroom
- Joint use/private use of the entire residence
- joint use/private use of shower/bath
- joint use/private use of own balcony
- joint use/private use of shed/storage space
- joint use/private use of kitchen

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- joint use/private use of toilet
- joint use/private use of garden
- joint use/private use of _____
- _____
- _____
- _____

Clause 3: size

- The bedroom that the tenant will use has a surface area of: _____ m2.
- The entire residence has a surface area of _____ m2.
- The bedroom can accommodate (1) person, meaning only the tenant. (Guests are permitted to stay for no longer than 2 days, anything longer than this requires the guest to have a permanent residence at a different location within the city).
- The bedroom will be shared with _____ people (*fill this out if the bed room must be shared with an other person*).
- The entire residence will be shared with _____ people
- The other people living in the apartment are in the age range from _____ years to _____ years.
- In the entire residence there are (number) male and (number) female people living.

Clause 4: furniture

In the bedroom the following furniture will be present:

- Bed
- _____
- _____
- _____
- _____

Clause 5: definition

The described residence above and its rooms are hereafter referred to as 'the accommodation'

B: Rental period and costs

Clause 1: Period

This lease contract is regarding temporary accommodation for the tenant.
 This lease contract is entered into for a period of _____ months and _____ days, beginning on _____ and expiring on _____.

The lessor specifically stipulates that the tenant will vacate the accommodation before the above expiration date. The reason for this temporary tenancy is:

- the lessor is temporarily letting the accommodation (normally occupied by himself/herself) owing to temporary residence elsewhere, and will return to reoccupy the accommodation himself/herself,
- the lessor is temporarily letting a residence or room owing to temporary residence elsewhere by the(previous) tenant, who will return to reoccupy the accommodation.

Clause 2: Rent rate

The tenant will pay a monthly rent of € _____ (in numbers)
 _____ (in words)

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This rent includes rates for gas, water, electricity, internet, taxes of any (governmental) institute and all other concomitant deliveries and services.

Clause 3: Security deposit

In addition to the first rent payment, the tenant will also pay a security deposit of 1.5 month's rent, which is € _____ (in numbers) _____ (in words) to ensure fulfillment of this lease contract.

After payment of the security deposit, the keys of the accommodation will be handed over to the tenant.

The amount above will be paid to the lessor or his/her caretaker and will be returned to the tenant at the termination of this lease contract (after any necessary deductions for cleaning, repairs or replacements). The lessor will repay the security deposit within one month of the end of the lease contract period, if there are no grounds for retaining this deposit.

Clause 4: No discount

The tenant cannot ask for a discount on the rent if he or she does not use the accommodation for a (short) period. Additionally, it is not possible to ask for a discount if the tenant thinks he or she is using the utilities in accommodation less than the other housemates.

Clause 5: Date of payment

Payment of the rent is to be made in advance every month, by the following date: _____ (e.g first day of each month)

Rent payment will be every month (mark as applicable):

- in cash to the lessor or his/her caretaker, in return for a written receipt.
- by bank account transfer

In case of cash payments, a written receipt must be given by the lessor/caretaker. Both the tenant and the lessor/caretaker need to retain a copy of this receipt and both parties need to sign these receipts.

In case of bank transfer, the following account details should be used:

- Bank name:
- Bank address:
- Account holder name:
- Account holder address:
- Bank account number:
- IBAN bank account number:
- BIC / SWIFT code:
- National Bank Code (if applicable):

If the rent is not paid, or if it is paid late (5 days after the agreed payment date), the tenant must leave the apartment immediately. The total deposit will not be returned to the tenant in that case, to compensate for the search for a new tenant.

C: Stakeholders in this lease contract

Clause 1: Relation

The lessor is: (mark as applicable)

Signature lessor

Signature tenant

- the owner of the accommodation who rents out the accommodation to the tenant
- the lessee of the accommodation who sublets out the accommodation to the tenant
- an agent/broker of the accommodation who rents out the accommodation to the tenant on behalf of the owner.

Clause 2: Contact lessor

The lessor can be contacted in the following ways:

- Email address:
- Post address:
- Telephone number:
- Mobile telephone:

Clause 3: Contact tenant

The tenant and his/her parents/guardian can be contacted in the following ways:

- Email address:
- Post address:
- Telephone number:
- Mobile telephone:
- Email address parents/guardian:
- Home address parents/guardian:
- Telephone number of parents/guardian:
- Mobile telephone of parents/guardian:

Clause 4: Caretaker

In case of absence of the lessor, the tenant is allowed to contact the caretaker.

The caretaker can be contacted in the following ways:

- Name:
- Relation of caretaker to lessor: (e.g. family, friend, neighbour):
- Email address:
- Post address:
- Home address (if different from above):
- Telephone number:
- Mobile telephone:

Clause 5: The owner/landlord

The person who owns the accommodation can be contacted in the following ways:

- The name of the owner:
- The email address of the owner:
- The telephone number of the owner:

The lessor must have informed the owner about this lease contract.

Clause 6: Subletting

The lessor hereby declares that permission has been obtained from the owner/landlord of the accommodation to sublet the accommodation to the tenant.

Clause 7: Exclusive use

The accommodation is intended for the exclusive use of the tenant. The tenant can not sublet the accommodation to a third party or have the accommodation be occupied by a third party.

Clause 8: Responsibility

The tenant and the lessor are signing this contract together and take full responsibility for the sub-

Signature lessor

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leasing. Neither their respected Universities nor HousingAnywhere are to be held liable should anything go wrong.

D: At start of the rental period

Cause 1: Inspection list

Upon commencement of the agreement, the lessor and tenant will draw up an inspection list containing a detailed description of the state of the accommodation. Both parties should receive a signed and dated copy.

Clause 2: Clean state upon delivery

The lessor is obliged to deliver the accommodation to the tenant in a clean state at the start of the rental period. Clean means:

- Floors are vacuum cleaned
- All tables/desks/closets/other property are cleaned with water, soap and a cloth
- Bathroom areas (toilet, shower, etc) are cleaned with water, soap and a cloth
- No animals (like rats, cockroaches, insects) are in the accommodation

E: During the rental period

Clause 1: Damage

The tenant is obliged to use the accommodation with due diligence. In case of damage to the accommodation the tenant will immediately notify the lessor or his/her caretaker. Any damage to the accommodation caused by the tenant will be repaired at his/her expense. Any items missing at the time of vacation will be replaced at his/her expense.

The tenant agrees to clean any shared areas of the accommodation and his/her private accommodation.

Clause 2: Maintenance obligations

The following maintenance obligations in relation to the accommodation let are at the tenant's expense, unless the maintenance is necessary as the result of normal wear and tear or actions/failures to act on the part of the lessor:

- day-to-day maintenance and small-scale repairs to locks and hinges and small components of electrical systems, such as switches, lamps, electrical plugs and sockets,
- the maintenance of water taps and measures necessary as a result of frozen water pipes
- replacement of broken windows, if this can be done without considerable costs
- cleaning and unblocking of drains, sinks and gutters, if those can be reached by the tenant
- sweeping of chimneys at least once a year, if those can be reached by the tenant
- whitewashing, distemping, wallpapering and painting for the duration of the period of accommodation
- Little maintenance jobs such as replacing a light bulb, replacing cups and dishes and cleaning materials etc. need to be paid for by the tenant him/herself
- all other repair work ensuing from gross negligence, carelessness, neglect or rough handling during occupancy on the part of the tenant.

Clause 3: Damage by visitors

The tenant is liable for damage caused by persons using and/or visiting the accommodation let with his or her permission.

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Clause 4: Visitors

The tenant is allowed to have visitors, however they cannot stay over during the night (guests are permitted to stay for no longer than 2 days, anything longer than this requires the guest to have a permanent residence at a different location within the city).

Clause 5: No hindrance or nuisance by tenant

The tenant will not cause hindrance or nuisance to the lessor, other residents and local residents.

Clause 6: No hindrance or nuisance by lessor/access

The lessor will not cause any hindrance or nuisance to the tenant.

The lessor will respect the privacy of the tenant and only enter the room(s) following a notification to the tenant at least 1 hour before arrival. The tenant is permitted to lock the room(s).

Clause 7: Lock and key

The tenant is entitled to keep the living accommodation under lock and key. The tenant shall accept the living accommodation as a private quarter.

Clause 8: Other rules

- The tenant is not allowed to keep pets inside and outside the accommodation
- The tenant is not allowed to cook in the bedroom.
- A fridge in the bedroom is not allowed.
- The tenant is not allowed to change something on the ceiling, unless the lessor gives permission.
- The tenant is not allowed to nail, screw, scratch or do other things to the floors.
- The tenant is not allowed to place bikes or other large items in the shared areas.
- Smoking is not allowed inside the accommodation
- The tenant is not allowed to change the locks of the doors and windows.
- The tenant is not allowed to put stickers in the accommodation.
- It is forbidden to have a BBQ inside or near the accommodation.

F: Termination of the tenancy agreement**Clause 1: Cancellation of the lease contract**

After 3 months, the tenant may terminate this lease contract with written notice of termination of one calendar month (30 days). This written notice must reach the lessor or his/her caretaker.

In case the tenant cancels the lease contract before the above mentioned 3 months, s/he will lose his/her deposit. This is to give the lessor compensation for the search for a new tenant.

In case of failure on the part of the tenant to comply with the terms of this lease contract, the lessor or his/her caretaker has the right to terminate this lease contract by registered letter with two weeks' notice.

Clause 2: Joint approval

The tenancy agreement may be terminated with the joint approval of the tenant and the lessor at any time once the period of tenancy has commenced.

Clause 3: Vacating the accommodation

When vacating the accommodation, the tenant will leave everything clean and tidy and in good repair. Prior to leaving, the tenant will make an appointment with the lessor or his/her caretaker in

Signature lessor

Signature tenant

order for the lessor or his/her caretaker to inspect the accommodation in the tenant's presence. Should the lessor or his/her caretaker deem it necessary to do any further cleaning or repairs, such will be done at the cost of the tenant.

The tenant returns the accommodation including the inventory in the same condition in which it was accepted.

Clause 4: Inspection list 2

Upon expiry of the tenancy agreement, the tenant will deliver the accommodation let in accordance with the inspection list in the condition in which it was occupied upon commencement of the agreement. The tenant will hand over the keys to the lessor or his/her caretaker on the date of vacation.

G: Others

Clause 1: Liability

The lessor or his/her caretaker accepts no liability for any damage to the accommodation of the tenant whatever the cause, unless intent or gross negligence on the part of the lessor or his/her caretaker are involved. The tenant agrees not to hold the lessor or his/her caretaker responsible for damages of any kind, whatever the cause and hereby indemnifies the lessor or his/her caretaker from any claims made by a third party for damages caused by the use of the accommodation, unless intent or gross negligence on the part of the lessor or his/her caretaker were involved.

Clause 2: Applicable law

This lease contract falls under the law of the country where the accommodation is located. In case of any disputes between the lessor and tenant, the court of the city (or nearby city) where the accommodation is located will deal with the dispute.

Clause 3: Passport

A copy of the passport of the lessor and the tenant will be attached to this contract or provided over email to each other.

H: Signatures

Lessor:
Name:
Date:
Place:
Signature:

Tenant:
Name:
Date:
Place:
Signature:

Landlord:
Name:
Date:
Place:
Signature:

Attached/provided: copy of passport of both lessor and tenant

Signature lessor

Signature tenant