

RENTAL AGREEMENT for a student room



Brent Van Doorslaer, resident at Sint Jobsteenweg 23 - 2970 's-Gravenwezel (Belgium).
Hereafter referred to as "LANDLORD".

And,

Name: First name:
Official address:
Born (place): on (date):
ID number:
Phone number: email:
Hereafter referred to as "TENANT".

The following has been agreed:

Art. 1. Object - utilization

The landlord rents out a furnished student room, with **room number** in **Blindestraat 16, 2000 Antwerp**, to the tenant. The tenant declares to utilize the residential property ONLY as student accommodation and certainly not as a permanent residence. This location cannot be used for any kind of public retail or professional activities. The duplex can only be used as storage.

The tenant is solely responsible, whereby releasing the landlord, for potential fiscal consequences for exercising a professional activity that is forbidden under this agreement. The tenant declares that s/he has carefully inspected the rented property and does not require further information. It is hereby declared that the property has been supplied in a good state of maintenance, safety, hygiene and habitability and does not contain any visible shortcomings. The tenant is not permitted, even on a temporary basis, to offer shelter to more persons than mentioned above.

Art.2. Duration

The rental period amounts to **months**. This period starts on and ends on A rental month starts on the 1st of each calendar month and ends on the 31st of the same calendar month..

Art. 3. Rental price, provision for general costs & fire insurance

3.1. The **rental price** amounts to € **per month**.

This amount includes:

- Rental of the studio and of the furniture.
- Use of common relax area, kitchen and bike storage facilities

All other subscriptions, contracts, ... for individual services for personal use are always and totally at the cost of the tenant.

3.2. The **monthly provision of € 80** for general costs covers :

- The costs for energy consumption, water, gas, cleaning of communal rooms, cable television, internet, municipal taxes, environmental tax or maintenance of technical installations (e.g. heating system, chimney, fire extinguishers, pipes, entry-phones, etc.). Meter readings will be registered together when the keys are supplied and will be recorded on the proof of receipt for the keys.
- Costs and repairs to communal items, as a result of criminal actions or vandalism that can be attributed to persons who may not reside in the building.
- These mentioned costs (art 3.2.) will be calculated based on the real costs and divided by the number of tenants, so every tenant will pay his share of these costs at the end of the contract. For studios that are rented by 2 students, the share of expense will then be double of that of a single occupation.

3.3. The annual contribution to the costs for **fire insurance**, as determined in art. 6 of this rental agreement, **€ 85** to be paid at the start of the rental agreement.

Art. 4. Payment method

The tenant must pay € (**rental price and provision**) on the bank account of the landlord : **Brent Van Doorslaer – IBAN: BE77 3770 5973 3142 – BIC: BBRUBEBB – bank ING** with mention of the tenants name & room number. Payment of the rental price and provision must be received on the above mentioned account on the **third day of each month at the latest**.

Art. 5. Overdue payments

In case of unpaid, late or incomplete payment of any owed amount a fixed € 55 will be charged. The tenant will also be legally required, without prior formal notice, to pay an annual interest of 12% calculated from the date of the due payment, whereby interest will be charged for every running month. This does not limit the right of the landlord to claim other costs and damages, including the

incurred juridical costs and all costs (eg. travel, international claim-offices and lawyers...) associated with the claim.

Art. 6. Insurance

The landlord agrees to take out sufficient cover for the tenant's liability in case of fire or related risks, as well as electricity and water damage. In accordance with art. 3, the tenant agrees to pay his/her annual contribution to the premium for such an insurance, when requested to do so by the landlord. This amount cannot be shared and will remain payable even if the rental agreement is prematurely terminated. The landlord waives all claims against the tenant in the event of fire. On the other hand, in case of fire, the tenant will not be entitled to hold the landlord responsible for personal damage.

Art. 7. Guarantee

The rental guarantee amounts to 2 month(s') rental price, namely € , and is payable latest 7 days after signature of the contract. The payment must be done on the bank account of the landlord: Brent Van Doorslaer – IBAN: BE77 3770 5973 3142 – BIC: BBRUBEBB – bank ING with mention of the tenants name & room number:

The tenant may also deposit the security at a financial institution, on an individual and blocked account under his/her own name. The security can only be released at the end of the agreement with a written consent from landlord and tenant. If the security is not paid before the agreed deadline, the rental contract will be regarded as null and void and a fixed € 500 will be charged. The rental guarantee cannot be seen as an advance on rentals or costs.

Art. 8. Inventory of fixtures

Upon reception of the keys or latest 7 days thereafter, an inventory of the premises will be made. Latest 15 days before the end of the rent a meeting will be organized to check the state of the premises. The Tenant will contact the landlord in due time to organize this check. At the handover of the keys, the inventory of the premises will be checked again. In the absence of an inventory of the premises and unless proven otherwise, the property is assumed to be received in perfect state at the beginning of the contract.

Art. 9. End of the rental agreement

The rental agreement ends without notice of termination on the agreed date. Tacit re-rental does not apply. Unless agreed otherwise, the tenant should have fully emptied the studio by that moment in time and should certainly have returned the keys to the landlord. If the parties do not reach agreement

to hand over the keys in person, the tenant must return the keys/badges via registered post. In case of loss or failure to return the keys/badges on time, a charge of €85 per key/ badge will be payable.

Art. 10. Maintenance and repairs

Technical maintenance and repairs are the responsibility for the landlord, in accordance with applicable legal stipulations. If it is necessary to perform major repairs, the tenant must inform the landlord immediately. The tenant will allow these activities to take place without being entitled to claim any form of compensation. The tenant is responsible for any damage or loss of value caused by him/her or third parties who s/he has allowed access to the studio. The tenant is responsible for taking all measures to prevent frost damage to the studio. Tenants are assumed to be jointly liable for non-attributable damage caused in communal areas and to safety systems, if it does not involve repairs attributable to the landlord, normal use, maintenance or wear and tear.

Art. 11. Premature termination by landlord

The landlord is entitled to terminate this agreement, by respecting a notification period of one month, due to serious reasons attributable to the behavior of the tenant, whereby the utilization purpose - as a student room – is breached or if the regulations (art.17) are breached. In all cases, the notice of termination must be sent via registered letter and must mention the reason for termination. Termination will come into effect on the first day of the rental month that follows the month in which the letter is sent.

Art. 12. Sub-letting and rental transfer

Sub-letting and rental transfer are forbidden unless written consent has been received from the landlord.

Art. 13. Expropriation

In the rented property is expropriated, the Tenant will not be entitled to claim any compensation from the Landlord and can only file claims against the expropriating party.

Art. 14. Breach of the rental contract by the tenant

The tenant is entitled to terminate this agreement, by respecting a notification period of three months. In all cases, the notice of termination must be sent via registered letter. Termination will come into effect on the first day of the rental month that follows the month in which the letter is sent. If a new tenant is found, the notification period end with the month after the new tenant contract starts. (eg

tenant notifies, on 15/02, the landlord to prematurely end his contract -> notification period March – April – May -> new tenant found to start 25/03 -> notification end with payment of the April rental & provision).

In addition all prematurely ended contracts will be charged a fixed compensation of two months of rental and provisions of general costs. In addition, the Tenant will, besides the on-going rent and costs, be responsible for all charges, costs and expenses caused by this breach.

Art. 15. Environment

The parties agree that waste cannot be disposed anywhere else (than the designated places) in the rented property. The tenant will thus be responsible for all costs incurred for mandatory measures imposed due to the presence of waste in rented spaces.

Art. 16. Breaches that result in immediate termination of the contract

Night-time noise, drunkenness, drug use (the landlord has signed a charter against drugs in collaboration with the police) and damage to the studio or to communal areas in the building will result in immediate eviction without compensation.

Art. 17. House rules

See house rules in annex.

Art. 18. Applicable legislation and registration

The mutual rights and duties of the parties have been established in this agreement and will be supplemented by Belgian law with regards to all matters that have not been addressed. The registration costs will be paid by the party that registers the agreement. Compiled in two-fold, with each party declaring to have received a copy including the annex (house rules).

By signing this document, both parties confirm that they have read and approved it. Potential changes to this contract must be individually mentioned on each copy and must be initialed by both parties.

Agreed in Antwerp on

Unit N°:

Name & Signature tenant:

Name & Signature landlord:
Brent Van Doorslaer