

**CONTRACT OF APARTMENT LEASE**

Between

Name:

Address:

Mother's maiden name:

Place of birth:  date of birth:

passport No.:

E-mail:

(henceforth "**Lessor**") on the one hand and

Name:

Address:

Mother's maiden name:

Place of birth:  date of birth:

ID or passport No.:

E-mail:

(henceforth "**Lessee**") on the other hand  
under the following terms and conditions:

1./ The apartment of a basic area of  m<sup>2</sup>, located at the address

is owned by the Lessor.

2./ The Lessor shall let and the Lessee shall rent the apartment described under Article 1 in the state at the time of inspection and a state which is appropriate for the intended use,

for a definite term starting on  and

ending on

The contract cannot be terminated before the end of the definite term. The contract terminates at the end of the definite term. If the Lessee ceases to use the apartment by moving out before the end of the definite term, the Lessor is immediately authorized to use the deposit to offset any debt caused by the Lessee (e.g. damages caused, unpaid services etc.) as well as to cover rental fees outstanding until the end of the determined leasing period. The Lessor is obliged to inform the Lessee about any use of the deposit and has to account for any such use. If the deposited sum falls short of covering damages and debt caused by the Lessee, the Lessor shall be entitled to demand any debt exceeding the deposit from the Lessee in a single amount. If no written notice indicating the intention to use the apartment after the conclusion of this contract, to move out, or to draw up a new contract with a new definite duration term is sent by either party to the provided e-mail address of the other party 30 days prior to the end of the definite term, then the contract of lease at hand shall be extended automatically for an indefinite term contract.

The indefinitely extended contract can be terminated by either party via e-mail, till the 15<sup>th</sup> of the given month without providing any reason. The Lessee shall leave the apartment till the end of the following month.

In the event of cessation of the contract on any legal grounds, the Lessee shall leave the apartment with his entire belongings without claims to be accommodated otherwise and shall hand over the apartment as well as all respective keys to the Lessor. The Lessee shall find further accommodation on his own responsibility and at his own expense.

If the Lessee fails to fulfill his obligation to vacate and hand over the apartment within two days after the expiration of the contract of lease, the Lessor shall be entitled to evict at the

expense of the Lessee. The Lessor is obliged to notify the Lessee in writing to the provided e-mail address two days prior to an eviction. In the event of an eviction the Lessor shall not be obliged to ensure storage or guarding of any property belonging to the Lessee. Any costs or damages resulting from an eviction shall be borne by the Lessee and shall be demanded by the Lessor from the Lessee.

3./ The monthly rental fee is

The Lessee shall bear all transaction fees concerning the payment of the rent.

The Lessee shall pay the rent to the Lessor by the 5<sup>th</sup> day of each month in advance against an acknowledging receipt, or by bank transfer.

Should the Lessee fail to pay the rent in due time, the Lessor shall demand payment within a term determined by the Lessor in writing via the e-mail address given in the contract, as well as relay the consequences of breach of contract to the Lessee. In the event of the Lessee failing to fulfill payment obligations, the Lessor shall have the right to terminate the contract of lease with immediate effect via the e-mail address provided in the contract. In this case the Lessee shall vacate the property and remove his belongings within 24 hours from receiving the notice. If the Lessee fails to vacate the apartment in due time, the Lessor shall be authorized to have the apartment opened, to have the locks changed and to evict as described in the preceding article. In the event of an eviction the Lessor shall not be obliged to ensure storage or guarding of any property belonging to the Lessee. Any costs or damages resulting from an eviction shall be borne by the Lessee and shall be demanded by the Lessor from the Lessee.

4./ In addition to the monthly rental fee the Lessee shall compensate the Lessor for the following costs:

- a.) heating
- b.) provision of electricity
- c.) provision of gas
- d.) provision of water
- e.) sewage
- f.) garbage collection
- g.) phone
- h.) internet and

i.) cable television as well as

j.) common costs ( Can change based on new house regulations)

(Mark applicable letters.)

The Lessee shall provide readings of the utility meters to the Lessor by the fifth of each month via e-mail or via other electronic communication means (text messages, applications as agreed upon). The Lessee shall be obliged to pay the current costs (from meter reading to meter reading, plus the base fees during the period) based on the prices of the service provider valid at the time. Payment obligations of the Lessee regarding current costs related to the apartment named above for the respective invoicing periods arise from the meter readings provided by the Lessee to the Lessor and respective accounts rendered by the Lessor which are based on the effective prices of the respective service providers. The payment in connection with the costs in said accounts shall be made by the Lessee by the 10<sup>th</sup> of each month subsequently.

If the Lessee fails to pay, the Lessor shall have the right to terminate the contract of lease with the consequences detailed in in Article 3./.

5./ Upon signing the contract, the Lessee shall leave a deposit equivalent to

2 month's rent with the Lessor as a security. The deposited security serves to cover any unpaid debt of the Lessee (e.g. damage caused by the Lessee, current cost debt etc.). The Lessor shall reckon with the Lessee within 30 days after the contract terminates and return any amount exceeding any debt of the Lessee. The Lessor shall be entitled to use the deposit during the term of the contract to cover any debt caused by the Lessee under the provision of accounting for the legitimate use of the deposit during the rental term. In this event the Lessor shall send the Lessee a written notification to the Lessee's e-mail address advising him to replace the difference to the original amount of the deposit within 8 days. The deposit cannot be used by the Lessee to cover rental fees before the termination of the rental contract.

If the lease is terminated by the Lessor on grounds of contract-violating conduct of the Lessee, the Lessor shall be entitled to immediately use the deposit to cover any debt of the Lessee (e.g. damages, current cost debt etc.) , to cover rental fees outstanding until the end of the determined leasing period as well as the fix utilities fee and other fix basic utilities fees till end of the contract time. In the event that the deposited amount should not suffice to cover the Lessee's debt, the Lessor shall be entitled to demand from the Lessee any debt exceeding the deposit in a single installment. If the lease is terminated by the Lessor on grounds of contract-

violating conduct of the Lessee, the Lessor shall reckon the deposit with the Lessee within 15 days after the termination of the contract and return any amount due to the Lessee.

6./ The Lessor shall ensure:

- a.) the maintenance of the apartment and that the apartment is kept in a state appropriate for the intended use,
- b.) the notification of the responsible person, if facilities of the building are dysfunctional,
- c.) the notification of the responsible person about defects concerning the state of common areas and facilities as well as
- d.) insurance of the apartment. (The insurance of the apartment does not cover property of the Lessee.)

7./ The Lessee shall ensure:

- a.) payment of the rent as prescribed by the contract,
- b.) appropriate use of the apartment, in accordance with the contract, and regular cleaning
- c.) remuneration for damage to the building or its facilities caused by the Lessee,
- d.) remuneration for any damage to fixtures and fittings of the apartment beyond normal wear and tear, any damage to the apartment, its fixtures, furniture and property of the Lessor located in the apartment, as well as replacement of missing fittings, and return of the apartment to the Lessor in a clean and undamaged state upon termination of the contract.
- e.) The Lessee cannot change locks of the apartment

8./ The Lessee shall not let any other person live in the apartment, keep animals or sublet the apartment without the Lessor's written consent.

9./ The Lessor shall let out the apartment furnished. If no specific date of handing over the apartment to the Lessee is indicated in Article 12, a protocol shall be prepared upon signing of the contract. If no such information is recorded, the parties shall agree on a date for this purpose. The protocol shall contain statements documenting the general condition of the apartment and an inventory of the fixtures, furniture and other items in the apartment as well as the keys handed over by the Lessor to the Lessee. Upon vacating the apartment the Lessee shall reckon with the Lessor according to the information provided in the protocol.

The Lessor shall be entitled to inspect the apartment once a month at a time agreed upon by both parties. The Lessor shall be entitled to inspect for regular cleaning on this occasion. In the event of non-compliance hindering the appropriate use of the apartment, the Lessor shall remind the Lessee to do the necessary cleaning which the Lessor shall verify after five days. If the Lessee fails to fulfill his obligation after the reminder, the Lessor shall be entitled to delegate the necessary cleaning within five days after the inspection at the Lessee's expense. Costs arising in this event shall be added to the sum of common costs of the following month. The Lessor is obliged to inform the Lessee two days prior to the cleaning by e-mail. Upon vacating, the Lessee shall return the apartment in the state of cleanliness received. Costs arising from non-fulfillment of necessary cleaning duties shall be deducted by the Lessor from the deposit amount.

10./ The readings of the meters belonging to the apartment shall be recorded upon drawing up the inventory as well as upon the vacating of the apartment by the Lessee.

11./ The parties acknowledge that the Lessor has provided concrete information to the Lessee concerning the rules applicable to the use of the items in the apartment and the way of use, as well as the general house rules

12./ Other provisions:

<p>If the tenant leaves the apartment prior to the expiration date, the two-month deposit will be lost as compensation, but it will be included in the rent of the remaining time until the fixed term contract will be ended.</p>
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13./ This contract is subject to Hungarian national law. The parties stipulate the exclusive competence of the Hungarian Court of jurisdiction to decide any legal disputes between the parties. The language for legal proceedings is Hungarian.

The contract exists in Hungarian / English / German language (mark as applies), however, in the event of legal disputes, the wording of the Hungarian contract shall be exclusively relevant. Should any provision of the contract prove to be invalid, the remainder of the contract shall not be affected and any invalid provisions be corrected by the parties.

14./ Issues not regulated in this contract shall be governed by the provisions of the (Hungarian) Civil Code (Polgári Törvénykönyv) and those of Act LXXVIII of 1993 on the Lease of Apartments and Premises.

The above contract of lease has been read by both parties and is signed in approval.

Budapest,

Lessor

Lessee