

AGREEMENT OF LEASE

An agreement entered into this _____ (__th) day of _____
of the year two thousand and eleven (2011);

Between on the one part:

_____, holder of identity card number _____
son/daughter of _____ and _____ nee' _____
currently residing at _____
hereinafter to be referred to as the '**LESSOR**';

And, on the other part:

_____, holder of identity card number _____
son/daughter of _____ and _____ nee' _____
currently residing at _____
hereinafter to be referred to as the '**LESSEE**';

WHEREAS it is agreed as follows:

That the Lessors grant by title of lease to the Lessee who accepts and acquires by the same title of lease, to take delivery of the said premises owned by the Lessors, namely _____
hereinafter referred to as the Premises, subject to the following terms and conditions:

1. Payment & Duration

- a. The lease shall run for a period of _____ (__) months with effect as from the _____ (__st) day of _____ of the year two thousand and eleven (2011).

- b. The Lessee shall pay the Lessors a monthly rent of _____ (€_____) excluding VAT, which shall be payable every _____ () **month in advance**;
- c. If applicable, any VAT and/or other taxes or duty payable or that may become payable on the rent shall be borne by the Lessee.
- d. The said rent shall be paid without demand, and shall bear interest at the rate of eight per cent (8%) per annum in the event that any rent or other payment is left unpaid, such interest becoming due with effect from the date upon which said amount of rent or other payment shall be due for payment in terms of this Agreement until the date of effective payment.
- e. One (1) month prior the expiry of this Agreement, the latter may be extended for any further periods of time that both parties to this Agreement deem appropriate. Failing any such agreement, no extension shall ensue, and such agreement shall be entered into in writing;
- f. The Lessee confirms that he/she has been in Malta for a minimum period of 12 months prior the signing of this agreement;

2. Deposit

- a. The Lessee hereby pays unto the Lessors who accept and issue due receipt, the further sum of _____ (€_____) being a deposit paid by the said Lessee in security of the payment of such amounts which in terms of Law or of this Agreement are payable by the Lessee;
- b. The deposit paid in terms of this Article is to be retained by the Lessors for the duration of the lease and shall be thereafter released by

the same Lessors, in part or in whole, as the case may be, provided that the premises after having been inspected by the Lessors (or their agent) is found to be in the same condition (accept fair wear and tear) as it was when occupation was effected and upon verification and confirmation of the payment by the Lessee of all such amounts which in terms of Law or of this Agreement are or shall become due by the Lessee;

- c. The payment by the Lessee of the deposit set out in this Article shall not release the Lessee from the obligation to pay such amounts which in terms of Law or of this Agreement are payable by the Lessee;
- d. The Lessors shall be freely entitled to set off and thereafter retain, the deposit or part thereof, against the unpaid portion of such amounts which in terms of Law or of this Agreement are payable by the Lessee.

3. Use of the Premises

- a. The Lessee shall exclusively utilize the Premises as a residence, and is hereby expressly precluded from utilizing or permitting the utilization of the Premises or any part thereof for any other purpose;
- b. The Lessee is furthermore expressly precluded from permitting the utilization of the tenement or any part thereof by third parties. The Lessor will not recognize any other person than the Lessee for complete responsibility of the property in question;
- c. The Lessee shall not be entitled to hang clothes, garments, carpets or washing anywhere on the outside of the said apartment in such a way that they can be seen from the road or from any window or aperture overlooking any courtyard;

- d. The Lessee shall not cause any nuisance or inconvenience to the occupiers of the other apartments, and shall also refrain from holding any gathering of persons in the apartment without the express consent of the Lessors;
- e. The Lessee is also expressly precluded from admitting any pets or animals of any kind in the apartment which cause a nuisance to neighbours and shall remove such animals or pets if these cause a problem to neighbours;
- f. The Lessee shall likewise not cause any nuisance in any of the common areas.
- g. The Lessee shall make use of the premises and of anything contained therein at his/her own risk and the Lessor cannot be held responsible for any damages arising from an accident resulting to the Lessee or to any person being temporarily or otherwise in these premises or appurtenances thereof.
- h. For the avoidance of any doubt, the Lessee is also expressly precluded from carrying out any activity against the laws of Malta.

4. Condition and Preservation of the Premises

- a. The Lessee acknowledges to have examined the Premises and in consequence of such examination, the Lessee declares that there are no apparent defects both on the movable or immovable;
- b. The Lessee binds himself/herself to keep the apartment clean. Should the Lessee fail to comply to keep the apartment clean and tidy, the Lessor reserves the right to hire a cleaning service of his choice at the expense of the Lessee.

- c. The Lessee shall make use of the Premises with the care and diligence of a *bonus paterfamilias* and shall execute all acts of ordinary repair and maintenance of consumables as may from time to time be necessary;
- d. Saving what is otherwise set out in this Article, all expenses incurred in connection with repair and maintenance, internal or external, or imposed or ordered by the competent officials or by law, including such expenses as are necessary to render the tenement fit for utilization as residential premises, shall be borne solely by the Lessor;
- e. Should the Lessee request the Lessor repair and maintenance which will result to be an ordinary consumable, Lessee shall pay in full the expense related to the said request including parts and labour. Lessor also reserves the right to charge Lessee an additional minimum service fee of €20.00 for any ordinary repair and maintenance of consumables performed by the Lessor or his representative;
- f. The Lessee shall give timely notice to the Lessor of all occurrences requiring extraordinary repairs of a structural nature;
- g. All extraordinary structural repairs, save those occasioned or contributed to by the acts or omissions of the Lessee shall be executed by the Lessors and the expenses incurred or incurable in connection with such repairs shall be borne by the Lessors, and the Lessee shall not, unless authorized so to do by the Lessors, perform or order the performance of any extraordinary repairs;
- h. At the termination of the lease, the Lessee is to surrender the Premises unto the Lessor in a good state of repair, clean and tidy, fair wear and tear accepted, including the washing and or dry cleaning of the covers and carpets or the payment of a charge of € 250 to cover these services;

- i. The Lessee shall not be entitled to re-decorate in any way or alter in any way the design of the Premises or any part thereof. In default the Lessor shall be entitled to perform any necessary works at the Lessee's expense in order to restore the Premises to their original decoration;
- j. For the avoidance of any doubt, the Lessee shall not alter the colouring of the paint or cause the whitewashing of the interior, any windows, or the façade of the building, change the colour of the windows, or of the style, material or colouring of the doors and windows in the interior or façade.
- k. Neither shall the Lessee alter or modify any part of the Premises by means of any installation of any service or utility without the express consent of the Lessors.
- l. The clearing of baths, drains and any minor defects such as electricity bulbs or minor fuses are to be borne by the Lessee. The Lessee shall not permit as a result of negligence on his part any apparent water or other liquids to soak through the floors and ceiling of the premises and if such an event occurs, indemnify the Lessors against any consequential damages sustained by them.
- m. Where any cause for repairs occurs in accordance with article 5(j) of this agreement, the Lessee shall, where the case requires the replacement of any article or fixture, replace any such article or fixture with a new one of the same quality and design.

5. Improvements & Alterations to the Premises

- a. The Lessee shall not, under any circumstance, and without the written consent of the Lessors, be entitled to execute and perform any improvements or alterations of whatever nature to the Premises;

6. Payment of Fees Etc.

- a. All charges for the provision of water and electricity supply incurred during the period of the lease shall be borne by the Lessee, notwithstanding that the parties agree that the Lessors are to remain the registered subscribers for the services of water and electricity, in their own names; Such payment shall be effected in instalments of _____ Euro (€_____) monthly above the rent, payable at the same time as the rent for the Premises, and the amount paid shall be adjusted accordingly against the amount actually due on the respective bills.
- b. The Lessor shall ensure that all utilities and other fees or bills payable in respect of rent/consumption until the commencement of the lease are duly paid and settled;
- c. The parties declare that they shall take readings of consumption on the date of commencement of the Lease.

7. Common Parts

- a. The Lessee shall utilize the parts of the block in which the Premises are comprised and which are intended for common use with the diligence of a *bonus paterfamilias* and shall not cause or suffer or permit to be caused any inconvenience to the other owners and occupants of the said block;
- b. The Lessors shall pay all fees, dues or contributions due by the residents' association of the said block in connection with the maintenance, upkeep, repair and cleaning of the said common parts of the Block.

8. Assignment of the Lease

- a. The assignment of the lease of the Premises whether in whole or in part, is hereby expressly prohibited;
- b. For the purpose of this Article there shall be deemed to be an assignment of the lease of the Premises where the facts indicate such an event even if the parties thereto give a different name to the transaction or do not affect the transaction in the form prescribed by law.

9. Subletting of the Premises

- a. The Lessee shall not be entitled to sublet the Premises in whole or in part to third parties;
- b. For the purpose of this Article there shall be deemed to be a subletting of the Premises where the facts indicate such an event even if the parties thereto give a different name to the transaction or do not affect the transaction in the form prescribed by law.

10. Furnishings

- a. The Premises are being let as a furnished apartment with the items of furniture hereafter referred to;
- b. The parties declare that the items of furniture, appliances and other movables, hereinafter referred to as the furniture, listed in the attached inventory are situate in the said Premises and shall be available for use by the Lessee for the duration of the lease. The parties declare that they have noted in the said inventory any such damage to the listed items as is visible;

- c. The rent payable in consideration of the lease of the said furniture is comprised in the rent stipulated in this agreement;
- d. The stipulations of this agreement relating to the use, care and preservation of the tenement shall apply *mutatis mutandi* to the furniture.

11. Termination by the Lessors

- a. Apart from and in addition to the cases contemplated by law or in this Agreement, the Lessors shall have the right to terminate the present lease where:-
 - i. the Lessee being in arrears of payment of any amount of rent and/or interest accrued thereon, fails to pay such arrears within two (2) calendar days from the date of posting of a registered letter demanding payment or;
 - ii. the Lessee makes any assignment, sub-letting or sub-contracting in contravention of this Agreement or;
 - iii. the Lessee contravenes any other obligation of this agreement and fails to remedy such contravention within three (3) working days from the date of service of a judicial letter indicating such contravention and intimating the Lessee to remedy same.
- b. Where the Lessee carries out any illegal activity in the Premises or the Garage, the Lessors shall be entitled to terminate the present lease with immediate effect.

Where the lease shall have been terminated by the Lessor on any grounds, no action for damages or other form of compensation shall lie against the Lessor on account of any damages of whatever nature, suffered or alleged to be suffered by the Lessee on account of the termination of the lease;

12. Termination by the Lessee

- a. Should the lessee be compelled by "force majeure" to leave the apartment before the lapse of the lease, then provided Lessee gives notice thereof one (1) month in advance, following the expiry of six (6) months from the signing of this Agreement, this lease shall be terminated at the end of the said month, provided however that such entitlement shall only be deemed validly exercised if upon service of notice no rent is outstanding. During this notice the Lessor or his agent/representative reserves the right to show and view the said property to other potential future tenants/clients;

13. Manner and Effects of termination

- a. Where in terms of this Agreement the Lessors are entitled to terminate this lease, such termination shall be effected and shall be considered as having validly occurred for all intents and purposes of Law by the simple act of service of a judicial letter filed by the Lessors upon the Lessee terminating the lease and upon the date of the service of such judicial letter and this without the need of the filing of any judicial act demanding the dissolution or termination of the lease;
- b. Upon the termination of the lease by the Lessors, the Lessee shall immediately, vacate the Premises and surrender same unto the Lessors;
- c. Upon the termination of the lease by the Lessee, the Lessee shall vacate the tenement and surrender same unto the Lessors upon the date of termination;

- d. Upon the expiration of the period of the lease, the Lessee shall vacate the tenement and surrender same unto the Lessors upon the date of expiration unless the Agreement is renewed as provided for in this Agreement;
- e. Where for whatever reason, the Lessee fails to vacate the Premises within the applicable period set out in this agreement, the Lessee shall pay unto the Lessors the sum of two hundred and fifty Euros (€250.00) for every day or part thereof of such delay and this by way of penalty for mere delay, which penalty shall not be subject to any review, revision or abatement by any Court of Law;
- f. Where the lease shall have been terminated by the Lessee on any grounds, no action for damages or other form of compensation shall lie against the Lessors on account of any damages of whatever nature, suffered or alleged to be suffered by the Lessee on account of the termination of the lease;
- g. In case of termination of the lease for any reason, the Lessors shall not be bound to refund rent paid unto them by the Lessee where the period in respect of which such rent has been paid shall not have run or elapsed.

14. Access to the Premises

- a. The Lessors shall be entitled to accede to and examine the Premises at reasonable intervals and times given a minimum notice of 48 hours to the Lessee .

15. Notices

- a. Where, for the purposes of this Agreement or the lease, the Lessors are to give notice to the Lessee of any happening, advice or information, notice shall, unless otherwise provided in this Agreement, be deemed to have been regularly given if addressed to the Lessee at the postal address of the Premises set out here above and shall be deemed regularly received by the Lessee on the second working day following the date of postage.

16. Miscellaneous

- a. For the avoidance of any doubt, under no circumstance whatsoever may the lessee cause the property to form the subject of any lawsuit or any other judicial proceedings with any third party and for all intents and purposes at law the said property shall be construed as belonging entirely to the Lessors.

17. Agency Fee

- a. Lessor and Lessee individually and separately undertake to pay a commission fee to Relocate Malta equivalent to one month's rent between them (Plus Vat), upon signing of agreement. Commission payable is non-refundable;
- b. In the event that the Lessee purchases the premises in question, the Lessor shall pay a commission equivalent to 3.5% plus VAT of the agreed purchase price to Relocate Malta.

Lessors: _____

Lessee: _____

Witness: _____

It is being declared for all intents and purposes by both parties to this agreement that:-

Water and electricity meters were read on _____.

Electricity meter reading: _____

Water meter reading: _____

Number of keys handed to Lessee: _____

Lessor

Name	
Mobile No	
Email:	

Lessee

Contact Person A	
Mobile No:	
Email:	
Employer in Malta	