

Apartment Leasing Agreement

Kiev _____, 02.02.2019

I, the undersigned, natural person (passport of citizen of Ukraine series, issued by PY ГY MBC of Ukraine in Kiev), registered to the address:, St., apt....., Kiev, Ukraine

represented by (passport of citizen of Ukraine series issued by MV UMVS of Ukraine in region), acting on the basis of Power of attorney dated, No, named hereinafter the Lessor, from the one side,

and (**citizen of the, passport №, issued and valid till**), named hereinafter the Lessee from the other side have made this Agreement of the following:

1. The Lessor shall lease to the Lessee and the Lessee shall lease from the Lessor a residential apartment at:, Street, apartment #, Kyiv, Ukraine (hereinafter the “**Apartment**”) under the terms of this Agreement.

1.1 The right to reside at the leased apartment shall be granted only to the Lessee and members of his family. Guests and relatives have the right to stay in the apartment temporally.

2. The Lessor does hereby state that he has all legal powers to enter into this Agreement and fulfill his obligations thereunder, and has taken all appropriate actions to make and fulfill this Agreement.

The leased apartment belongs to the Lessor according to the Purchase and Sale Agreement No dated, registered in BTI by the No

2.1. At the moment this Lease is signed the terms and conditions settled in it and also the very fact of making this Lease does not contradict in any way Ukrainian legislation or any international judicial acts of agreements.

3. The apartment being the subject of this Agreement has the total area sq.m and consists of rooms, 1 kitchen, bathroom.

4. The Lessor does hereby certify that the as of the date of this Agreement the Apartment is not under lien or arrest; there are no any disputes or third party claims regarding the Apartment.

4.1 The Lessor does hereby state that he/she is not married at the moment of Apartment purchase. The Lessor are obliged to provide the written permit from husband/wife in case the apartment is matrimonial asset.

5. The Apartment shall be leased for the purpose of residential occupation by the Lessee Mr... and the members of his family.

5.1. The Lessee has no right to use it for other purposes, use it as legal address as well as he has no right to sub-lease it to third persons.

6. The Leasing term is set for one year beginning **from 20 till 20.**

6.1. The Lessee has the right to extend the initial term of the rent. This right must be exercised in writing to the Lessor not less than 30 days before the end of the initial Lease term. The extension of the Lease for an additional term is executed according to all the conditions prescribed at the time the Lease is extended and according to the responsibilities and provisions of this Lease. The Lessor and Lessee shall register all documents necessary to prove the fact of the extension of the initial term of the Lease for an additional term.

The Agreement will be automatically prolonged, if Parties do not object.

6.2. If the Lessee does not send notification of his intention to extend the Lease at the end of the Lease term as per the agreed requirements then the Lessee shall vacate the apartment at the end of the initial Lease term.

6.3. During the last rent month the Lessee shall give access to potential Tenants to view the apartment. The above-mentioned inspections by potential Tenants shall only be done on days and time agreed with the Lessee.

7. Payments.

7.1. **The monthly rent is** (.....)

7.2. The monthly rent payment shall be made in advance for each month of rent of lease not later than on the 30 of each payment month in cash.

The calculation of rent payment begins from the day of signing of the Act of acceptance.

7.3. The rent payment for the first month of rent in amount of (.....) UAH is paid on the moment of signing the Agreement on, _____, 201.

7.4. **The deposit guarantee payment in the amount of () is paid by the Lessee on day of signing the Act of acceptance 23.02.201.**

7.5. The deposit guarantee payment shall be transferred back to the Lessee upon the expiration of the lease period less the sum of Lessee's debts to the Lessor with regard to the Lease payments and other payments under this Agreement, including reimbursement of the damage to the Apartment beyond normal wear and tear.

7.6. Any changes of the rent payment during the term of the present Agreement shall be possible providing a mutual written agreement signed by both Parties.

8. The Lessee shall pay monthly for his exploitation expenses:

monthly bills for supply of electricity, Internet, hot and cold water, used water evacuation, heating and housing maintenance and TV service according to the invoices issued by the relevant services and not later than on 20th of the following month.

In case of delay by the Lessee of the **exploitation expenses** the Lessor has the right to obtain from the Lessee the **penalty equal to 5% of debt amount** per each day of delay. Payment of penalty does not free the Lessee from fulfilling of other obligations under this Agreement.

In case Lessee does not use Internet services, she should inform about this the Lessor beforehand. Otherwise the Lessee shall pay for this service.

9. The Lessee is liable:

9.1 To adhere to the sanitary, fire-fighting norms and active technical rules of keeping and using the living premises.

9.2 To handle furniture, technic, household devices and equipment of the rented apartment with care, which were accepted according to the Handover Protocol.

9.3 Not to keep the explosive or environmentally dangerous substances in the leased flat.

9.4 Not to remove any Lessor's property out of the leased flat without written Agreement with the Lessor.

9.5 Not to conduct any works concerning the communication appliances of the leased apartment as well as of any other works leading to changing of the exterior of the leased house, increasing of heated area or of order of communications action without Lessor's preliminary consent in writing.

9.6 Lessor has the right of access to the leased apartment, but time of his visit has to be agreed with the Lessee in advance (min 24 hours). In case of arising of force-major circumstances the Lessor has right to enter the apartment without warning the Lessee.

9.7 The Lessee has to inform the Landlord in case of any shutdown, breakage or not working devices in the apartment in time, during 24 hours after signification.

9.8 The Lessee is materially responsible before the Lessor and the 3d persons for all the damages caused by the fault of Lessee, or because of the Lessee's inactivity, for example fire, flooding, shutdowns etc.

9.9 The Lessee has to provide the security and the cleaning of the Apartment.

9.10 not to smoke in the apartment

9.11 not to keep animals

9.12 After the expiration of the Lease term the apartment is to be returned in the state it was in at the time the Lease was made, fair wear and tear excluded.

9.13 The Lessee guarantees that no substances or items that are forbidden for overturn in Ukraine will not be kept in the rented Apartment (such as drugs or drug substances, [psychotropic](#) substances or [precursors](#), weapons, ammunition, explosive substances or its' components, laser disks and computer technics produced with breaking of author's laws, etc).

The Lessee guarantees that he will not deal with any illegal activities forbidden by the Criminal Code of Ukraine (contraband, illegal turnover of drug substances or weapons), will not fulfill the turnover of costly metals, that have to undergo branding, natural stones, pearls; will not break the rules of foreign currency turnover.

The Lessee has no right to keep in the rented apartment the items that need special conditions of keeping and are dangerous for the rented Apartment or the Lessee, or the Lessor (chemicals, poisons, gnaw substances, acids, quicksilver, alkalines, radioactive substances, highly inflammable or explosive substances, materials, devices and technic etc.)

9.14 The Lessee has to inform the Lessor in written form during 48 hours in case of changing his post, payment or other requisites.

10. The Lessor is liable:

10.1 to maintain the premises in good usable condition repairing immediately any leaks or ruptures resulting from any fundamental structural defects, except in the case of damage due to gross negligence of the Lessee. If the Lessor fails to carry out necessary repairs in time, the Lessee shall have the right to carry them out at his own expense and after the Lessor shall compensate all these expenses.

10.2 to provide the Lessee with all the necessary keys from the Apartment;

10.3 to give the Apartment for rent to the Lessee on according to this Agreement Act of acceptance (attachment 1).

11. With regard to the liability for incurring damage upon the Apartment;

11.1. The Lessee shall not be liable for damage resulting from fire (except for the fire resulting from Lessee's action/inaction or negligence), earthquake, disturbances, riots and other similar force-majeure circumstances.

11.2. Damages that arise due to the Lessee's fault shall be fixed by the Lessee at the Lessee's cost.

11.3. If damage is incurred upon third party's or municipal property due to the Lessee's fault, the Lessee shall be liable to fully reimburse such damage.

11.4. The Lessor is obliged to provide temporary registration at the Apartment at address specified in section 1 to Tenant and members of his/her family.

12. Conditions of releasing the Parties from responsibilities of this Agreement:

12.1. The Lessee and the Lessor have right to terminate this Lease before the end of the Lease term by notifying the other Side in writing not less than 1 (one) month prior to a desired time of termination, except the case of more than one month rent payment delay.

12.2. In case if the Lessee breaks the Lease less then 30 days before, the Lessee pays the whole amount of the last month rent payment.

12.3. The Lease may be terminated by the Lessee without notice in the case of force majeure such as but not limited to - war, flood, earthquake etc.

12.4. The Lease can be broken at any time in the following case: both Parties took decision to end the Lease. In the case of force-majeur circumstances caused by rupture of diplomatic relations between the and Ukraine as well as in the case of the Embassy of in Ukraine is being closed or transferred to another city, or the Lessee is being transferred to another country, the Lessee shall have the right to terminate this lease immediately.

12.5. In the event of termination as stated in sections 12.1, 12.3, the Lessees shall pay only that part of the rent that is due up to the time he vacates the premises.

12.6. In case of rent payment delay more than for one month, the Lessor has the right to terminate the Agreement by his own and stop the access into the apartment to the Lessee.

13. In case of delay by the Lessee of paying the rent the Lessor has the right to obtain from the Lessee the penalty equals to 1% of one month rent per each day of delay. Payment of penalty does not free the Lessee from execution of other liabilities according to the Agreement.

14. The arguments about this Agreement are subject of negotiations or subject of decision in the court of Ukraine.

14.1. All notifications, confirmations, agreements and other notifications which this Lease requires and foresees must be made out in written form and delivered or sent by registered mail or confirmed letter at the address:

For the Lessor:

For the Lessee:

Sent by mail they are considered valid only on receiving the return receipt confirmation.

14.2 The Parties assure that they will not pass to third persons the information about each other, that became Known [in consequence of](#) signing of this Agreement, except cases foreseen by the court of Ukraine.

14.3 This Lease Agreement is made in two copies in Ukrainian and in English. Each Party has one copy of the Agreement in Ukrainian and in English. The text of the Agreement in Ukrainian prevails.

Date: __.02.201

Signatures:

Lessor

Lessee
