***… /date/ …… ,… /City/ ……***

***/Full name/, /ID code/registry code/* address …………….. (hereinafter the Landlord)**

**And**

 ***/Full name/, /personal identification code/* address ……………. (hereinafter Tenant) entered into this Agreement as follows:**

The Landlord provides and the Tenant receives from ……………. for rent a ...-room furnished apartment No.… ....... at ……………………. (hereinafter rental apartment) for use as a dwelling for personal use under the following conditions.

**1. Details of the parties**

**1.1** Contacts of the parties:

|   | Landlord: | Tenant: |
| --- | --- | --- |
| Phone |   |   |
| E-mail address |   |   |
| Bank account No. |   |   |
| Authorised representative |   |   |

**1.2** The parties confirm that the information provided by them now and in the future is true. Providing incorrect information is considered a material breach of the Agreement.

**1.3** The email address and phone number are the active contacts of the parties and are used for communication between the service provider and the parties, so the parties agree that e-mailed declarations of intent shall be deemed to have been received by default three (3) business days after dispatch (excluding invoices, which are deemed to be received the day these have been sent by e-mail).

**1.4** Both parties are obliged to notify each other immediately of any change in contacts.

**2. The Tenant confirms that:**

**2.1** they have inspected the apartment, are aware of its composition and technical condition, and have no claims against the Landlord about the rental apartment;

**2.2** they are solvent and there are no circumstances which could prevent them from the proper performance of the Agreement;

**2.3** they are familiar with the utility bills of the rental apartment and are aware of the amount charged for additional services for the apartment.

**3. The Landlord:**

**3.1** confirms that they have right to conclude this Agreement in accordance with the terms set forth;

**3.2** no third parties have rights in relation to the rental apartment, there are no disputes or any other circumstances that could hinder the conclusion of this Agreement and its proper performance.

**4. Tenant's rights and obligations**

**4.1 The Tenant undertakes:**

**4.1.1** to pay the Landlord a rental fee as well as side costs related to the use of the rental apartment to the extent and pursuant to the procedure provided for in this Agreement;

**4.1.2** to accommodate third persons only with the prior written consent of the Landlord (subletting the rental apartment, is prohibited);

**4.1.3** to use the rental apartment according to its purpose;

**4.1.4** to use the rental apartment and public premises with care and consider the interests of the residents and neighbours;

**4.1.5** to not smoke in the rental apartment or public areas and to not allow both the accommodated persons and their guests to do so. Smoking in the apartment is considered to be in conflict with the intended use of the apartment;

**4.1.6** to keep the rental apartment clean and eliminate at its own expense the shortcomings, which can be eliminated by small cleaning or normal maintenance;

**4.1.7** to notify the Landlord immediately of any accident, fire, etc., that has occurred in the rental apartment, taking immediate measures to reduce any damage that may occur and to eliminate the consequences;

**4.1.8** to make changes and repairs to the rental apartment only with the written consent of the Landlord, but even if the approved changes or repairs are agreed upon, the Tenant is fully responsible for the damage caused to the rental apartment;

**4.1.9** at the end of the Agreement, to hand over the rental apartment in the same condition (taking into account the normal depreciation and the maintenance obligation provided in clause 4.1.6) as it was on the day of receiving it.

| **OR****4.1.9** upon termination of the Agreement, to return the apartment so that the wear and tear or deterioration caused by the normal use under the Agreement has been eliminated, or shall bear the reasonable and necessary costs related thereto. |
| --- |

**4.2 The Tenant has the right:**

**4.2.1** to accommodate their spouse, minor children and parents in the rental apartment;

**4.2.2** to furnish the apartment with furniture and other necessities for living;

**4.2.3** to carry out alterations or major repairs in the rental apartment only with the prior written consent of the Landlord;

**4.2.4** to keep pets in the rental apartment with the written consent of the Landlord, and the Tenant is fully responsible for the pet's actions;

| **OR** **4.2.4** to keep pets in the rental apartment without the written consent of the Landlord, and the Tenant is fully responsible for the pet's actions. |
| --- |

**4.3** the temporary absence of the Tenant or persons living with them shall not relieve them of their obligations under this Agreement;

**5. Landlord's rights and obligations**

**5.1** **The Landlord undertakes:**

**5.1.1** to make the rental apartment available to the Tenant no later than …………………;

**5.1.2** to maintain the central heating, water supply, sewerage, and electricity system in the required technical, sanitary, and fire safety conditions at their own expense.

**5.2 The Landlord has the right:**

**5.2.1** to inspect the condition of the rental apartment, furnishings, and equipment during the Agreement by prior agreement with the Tenant, unless there is a reason to suspect a material breach of the Agreement or damage to the property;

**5.2.2** the Landlord shall not be liable for the services if the respective utilities are provided by third parties and if the Landlord's action or non-action are not the reason for not providing the utilities.

**6. Rental fee and side costs**

**6.1** The Tenant shall pay the Landlord a monthly advance in the amount of € ………… for the use of the rental apartment per month no later than the ...... of the calendar month.

**6.1.1** The first rental payment must be paid upon handover of the apartment.

**6.2** In addition to the rental fee, the Tenant is obliged to pay for the utility costs related to the use of the apartment (side costs specified in this Agreement).

**6.3** The Tenant shall pay for the utilities of the previous month according to the invoice submitted.

**6.4** If the Tenant delays the payment of the rental fee or side costs, the Landlord has the right to claim interest on arrears triple the interest rate set by the law for each calendar day of delay.

**7. Deposit**

**7.1** The Tenant undertakes to pay the Landlord no later than ………… the amount of €.......... i.e., one month's rent (hereinafter referred to as the deposit) to secure full or partial fulfilment of all principal and ancillary requirements arising from the Agreement during the term of the Agreement and after its termination.

**7.2** The Landlord shall return the deposit to the Tenant upon termination of the Agreement, provided that the Landlord has no claims against the Tenant. The Landlord has the right to deduct the Tenant's debts and damage caused to the Landlord's property from the deposit.

**8. Term of the Agreement**

**8.1** This Agreement enters into force on ……… and is concluded / *for an indefinite period / for a period until….*./

**8.2** The Agreement is terminated by written agreement of the parties or on the bases and conditions provided for in the Law of Obligations Act.

**8.3** The Landlord has the right to terminate the Agreement if the Tenant or persons living with them:

**8.3.1** intentionally impairs or damages the property;

**8.3.2** uses the property in a manner contrary to their purpose, gives it to subrent or makes it otherwise available to third parties without Landlord’s consent;

**8.3.3** has delayed with the payment of rent or side costs or a significant part thereof for two consecutive months;

**8.3.4** repeatedly disturbs public order in the rental apartment by their action or non-action;

**8.3.5** in other cases provided by the Law of Obligations Act.

**8.4** The Tenant has the right to terminate the Agreement if the rental apartment becomes unusable due to circumstances for which the Tenant is not responsible and in other cases provided by the Law of Obligations Act.

| **ADD IF REQUIRED** **9. Penalty** |
| --- |
| **9.1** In case of a material non-monetary violation, the Landlord has the right to impose a penalty of up to 10% of one month’s rent for each violation (e.g., smoking, keeping pets, violating the night peace, polluting public areas and the building, littering including feeding birds from the window, etc.). The total penalties in one month may not exceed 20% of one month's rent. **9.2** In the case of application of the deposit, the Landlord cannot satisfy the claim of penalty from the deposit.  |

**10. Documents of the Agreement**

**10.1** The documents of the Agreement include this Agreement, the annexes signed together with the Agreement, and the annexes agreed upon after the conclusion of the Agreement.

**10.2** Upon concluding the agreement, the following annexes are attached to the agreement:

**10.2.1** list of side costs signed by the Landlord and the Tenant – Annex 1;

**10.2.2** act of handover-reception of the rental apartment signed by the Landlord and the Tenant – Annex 2.

**11. Additional agreements between the parties**

**11.1** In the performance of this Agreement, the provisions of the Law of Obligations Act shall be applied in matters not regulated by the Agreement.

**11.2** The terms and conditions of the Agreement may be changed only by the written agreement of the Landlord and the Tenant. If the changes are not agreed upon in writing, the changes are invalid.

**11.3** Disputes arising from the performance of the Agreement shall be resolved through negotiations between the parties. If no agreement is reached, the dispute is settled in the rental committee or in the local County Court.

**11.4** This Agreement is drawn up in two copies, one for each party.

**12. Signatures of the parties**

**Landlord: Tenant:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 */ Full name, signature / / Full name, signature /*

 **Annex 1 - List of side costs**

The breakdown of costs below has been agreed upon between the Tenant and the Landlord.

| **Monthly invoices submitted by the apartment association and the service providers (maintenance and improvement costs of the building), which shall be borne by the tenant by agreement of the parties:** |
| --- |
|  |

**Landlord\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Tenant\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Annex 2 – Act of the handover-reception of the apartment**

 ***… /date/ …… ,… /City/ ……***

***/Full name/, /ID code/registry code/ address* ........... (hereinafter the Landlord)**

**and**

***/Full name/, /personal identification code/* *address* ............. (hereinafter the Tenant) hereby confirm the following:**

**1.** The Landlord handed over and the Tenant received the apartment. The Landlord handed over and the Tenant received the keys to of the apartment as follows *(number of keys*): ……. sets. The Tenant shall immediately notify the Landlord of the loss or theft of the key or other means of access handed over to them.

**2.** The following items are located in the rental apartment *(furnishing):*

……………………………………………………………………………………………………..

**3.** Upon handover of the rental apartment, the Parties shall record the situation with photos taken on site and attached to this Act (*pictures of the condition of the apartment*):

……………………………………………………………………

…………………………………………………………………....

…………………………………………………………………....

**Landlord\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Tenant\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Annex 2 – Act of handover-reception of the rental fee**

| **Date:** | **Amount:** | **Handed over by:** | **Received by:** | **Notes:** |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
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