



SELECTIVE QUALITY LETTING

## **LEASE AGREEMENT**

A Lease Agreement made this      day of                      of the year **two thousand and eight (2008)**.

### **BETWEEN**

Of the one part \_\_\_\_\_, holder of identity card number \_\_\_\_\_, (hereinafter referred to as the 'Lessor or Owner'); and

Of the second part \_\_\_\_\_, holder of \_\_\_\_\_ Passport Number (hereinafter referred to as the 'Lessee').

In virtue of which the Lessor grants by title of lease to the Lessee who by same title of Lease receives and accepts the premises situated at \_\_\_\_\_ (hereinafter referred to as the 'Premises') tale quale as per attached inventory, under the following terms and conditions.

1. The duration of the lease is for a period of \_\_\_\_\_ with effect from \_\_\_\_\_ and ending on the \_\_\_\_\_
2. The rent shall be **Euro** \_\_\_\_\_ (€ \_\_\_\_\_) per month and shall be paid in full monthly in advance.
3. In the event that the Lessee should be in arrears of the monthly rent, and remains so for fifteen days after the due date, then this Lease Agreement shall be automatically rescinded and the premises shall revert back to the Lessor, and the Lessor shall have the right to retake possession of the premises without any recourse to the Courts and without paying any compensation to the Lessee and this without prejudice to the Lessor's claim and/or right of action for the payment of any arrears of rent due and/or damages.
4. The premises are being granted by title of lease to be used exclusively for residential purposes of the Lessee or his immediate family, and are not to be used as business premises or for any commercial purpose during the period of the lease. The Lessor shall not recognize any person other than the Lessee in respect of the responsibility of the premises leased.
5. The Lessee shall not be entitled to sublet the premises or any part thereof, or assign the lease, in whole or in part, to third parties.
6. The Lessee shall be solely responsible for and shall promptly pay (without delay) all fees, deposits and charges, including consumption and/or connection fees and all similar and/or ancillary charges in respect of water, electricity, telephone and any other service or utility used in or upon or provided to the premises. The Lessor shall have the right to request the Lessee to produce written evidence to the effect that such charges have been regularly paid by the Lessee.

7. The Lessee is to keep the premises in a good condition and in a good state of repair. The Lessee is furthermore responsible for all repairs and maintenance of an ordinary nature, including but not limited to the clearing of baths, sinks, drains, leakages, repairs to water heaters as well as any defects in the air conditioning, electricity and plumbing installation. Extraordinary repairs shall be at the charge of the Lessor provided that they are not caused by the negligence or fault on the part of the Lessee.
8. The Lessee is hereby paying a deposit of **Euro** \_\_\_\_\_ (**€** \_\_\_\_\_ ), on signing of this agreement. Such deposit shall be refunded to the Lessee upon termination of the Lease, provided that the premises, after having been inspected by the Lessor or his agent is found to be in good order and in the same condition it was in at the commencement of the lease, excluding fair wear and tear, and that all the bills for electricity, water, telephone and other utilities have been paid up to date. The Lessee shall also be bound to replace items damaged during the duration of the Lease at his own expense. Should the Lessee terminate the lease prior to the mentioned date in this agreement then the Lessee shall forfeit his/her deposit.
9. The Lessee undertakes that on termination of the Lease the property is left clean and tidy including washing of bed linen and dusting of carpets. Alternatively the Lessee may effect the payment of **Euro one hundred and sixteen (€ 116)** in order that the same expenses may be covered.
10. The Lessee binds himself not to effect any structural alterations to the premises without the prior written consent of the Lessor.
11. The Lessee shall not be allowed to keep dogs, cats or any other pets in the above-mentioned premises without the Lessor's written consent.
12. Any improvements carried out by Lessee shall accede to the premises and the Lessee shall not have the right to claim compensation in respect thereof.
13. The Lessee undertakes to allow the Lessor or his duly authorized agent to inspect the premises, together with the inventory, provided such inspection is carried out at a reasonable time and provided advance notice thereof shall have been given to the Lessee.
14. The Lessee shall in no way encumber or interfere with the access to the common parts of the block by leaving rubbish, cycles, perambulator carts, bath chairs, invalid carriages or goods belonging to him, his servants, agents or guests.
15. No linen, clothes, rugs, mats carpets, or any other articles shall be hung, or exposed in balconies/verandahs of the premises.
16. A copy of the inventory duly checked by both Lessor and Lessee is hereby duly attached and signed by all parties to this agreement.
17. In the event that the Lessee is compelled by **force majeure** to leave the island prior to the termination of the Lease, then provided that one month's notice is given by the Lessee to the Lessor, the Lease shall be terminated at the end of the said month.
18. The Lessee binds himself not to disturb the public peace throughout his occupation of the premises. Moreover the Lessee shall be solely and personally responsible for any illegal or immoral purposes for which the leased premises may be used within the parameters of Maltese Law.

19. The Lessor and the Lessee agree to pay equally between themselves a service fee to the agent equivalent to **one month's rent** or 10% (**Plus 18% Vat**) of the total rent due if the Lease is for a period of less than three (3) months.

20. In the event that the Lessee purchases the premises in question, the Lessor shall pay a commission equivalent to **3.5% (Plus 18@ Vat)** of the agreed purchase price to Selective Quality Letting Limited.

21. The parties declare that the number of keys handed over to the Lessee are \_\_\_\_\_

22. For all intents and purposes it is being declared by both parties to this agreement that:

23. Water and electricity meters were read on: \_\_\_\_\_

**Water meter reading** \_\_\_\_\_

**Electricity meter reading** \_\_\_\_\_

Lessee's contact details (address and Telephone numbers):

**Address:** \_\_\_\_\_

\_\_\_\_\_

**Tel. Nr:** \_\_\_\_\_

Signed in triplicate for all ends and purposes of law.

\_\_\_\_\_

**(Lessor)**  
**Mobile Nr.** \_\_\_\_\_

\_\_\_\_\_

**(Lessee)**  
**Mobile Nr.** \_\_\_\_\_

\_\_\_\_\_  
**o.b.o Selective Quality Letting Limited (As Agents)**