



LEASE AGREEMENT

This Residential Lease Agreement is made at The Top Property Co., Ltd Jomtien, Nongprue, Banglamung, Chonburi 20150 Thailand. Hereinafter referred to as the Agent, On this..... day of2022, between the following Parties:

The LESSOR:,

Address: Thailand

Thai ID Card or Passport Country and Number:..... hereinafter called the “LESSOR” of one part. And

The LESSEE:,

Address: Thailand

Thai ID Card or Passport Country and Number: hereinafter called the “LESSEE” of the other part.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. The LESSOR agrees to lease the SAID PREMISES to the LESSEE known as house/condominium located at, Chonburi, 20250 Thailand for the purpose of RESIDENCE and the LESSEE agrees to take on lease of the SAID PREMISES set out in this Agreement.

2. The LESSOR hereby agrees to let and the LESSEE hereby agrees to rent the SAID PREMISES for a period of(.....) months commencing from dateto..... The rental amount is-(.....) Baht per month.

3. Check in/check out can only be performed between the hours of 9am until 6pm Monday to Saturday (Unless special arrangements have been made).

THE LESSOR HEREBY ACKNOWLEDGES RECEIPT OF THIS DEPOSIT.

4. The LESSEE agrees to pay **2 months** deposit the sum of(.....)Baht (hereinafter called the “DEPOSIT”). To guarantee strict observance of this AGREEMENT until expiry hereof and full LESSOR..... LESSEE.....

payment of the amount due and payable hereunder, as well as damages or compensation to the LESSOR. The DEPOSIT will be refunded the end of the term of this AGREEMENT, subject to the LESSEE yielding up the SAID PREMISES, in good and tenantable condition (ordinary wear and tear is allowed) and when the LESSEE has settled all his electricity, water and any other utility bills.

5. The DEPOSIT is non-interest bearing, The LESSEE may not use the payment of the DEPOSIT as ground for not paying amounts otherwise due and payable.

6. THE LESSEE AGREES:

- a. The LESSEE agrees to pay rent in advance for the first month on day of check in as stated in this AGREEMENT and to make all payments within two days after the commencing date stated above of each and every consecutive month until the termination or expiration hereof. Should the rent be late for more than a period of fourteen (10) days without written consent from the LESSOR then the LESSOR will have the right to terminate this AGREEMENT without having to give further notice and the LESSEE will be expected to move out immediately.
- b. To use the SAID PREMISES for dwelling purpose only by the LESSEE and immediate family. The LESSEE hereby agrees to observe and comply with the LESSEE’s obligations set forth in this AGREEMENT in all respects. For the purposes of this AGREEMENT, any breach, non-observance or default of this AGREEMENT by the LESSEE, non-observance or default, subject to the remedy set forth herein with respect thereto.
- c. To permit the LESSOR or his/her appointed representative to enter the SAID PREMISES and effect repairs (upon reasonable prior notice), and an agreement from the LESSEE. And during the last thirty (30) days of the term hereof the LESSOR may have the right to show the SAID PREMISES to any prospective Lessee.
- d. Not to damage or deface the SAID PREMISES or make any structural alterations or additions thereto without the previous consent in writing of the LESSOR, provided that any fixture or fitting not being structural alteration or addition that may have been installed by the LESSEE, may be removed by him/her at the termination hereof.

LESSOR.....

LESSEE.....

- e. To take care of and to preserve the SAID PREMISES as a normal person would do to his/her own and to maintain the upkeep of, also attend to minor repairs to the SAID PREMISES. Usual wear and tear is excluded and damages caused by acts of God, fire, insurrection, war, etc., also excepted (except as hereinafter provided). Minor repairs mean the repair where the cost will not exceed 1,000 (One Thousand Baht only) at each time and can be claimed back from the following months rental payment if agreed by the LESSOR prior to repair.
- f. Not to do or permit to be done on the SAID PREMISES anything, which may become an annoyance or disturbance to the neighbours. The LESSEE agrees to comply with the published rules, regulations and notices issued by the Development Juristic Committee.
- g. Not to assign or sublet the SAID PREMISES or any part thereof without the previous consent of the LESSOR in writing, which consent will not be unreasonably withheld by the LESSOR. And shall not allow occupancy or possession of the SAID PREMISES to be taken, whether wholly or partially, to or by any third party, and shall not make or allow to be made any unlawful, improper or offensive use thereof, and no alterations, additions or removal shall be made in or to or from the SAID PREMISES.
- h. Not to do, permit or suffer to be done any act or thing which may void or make void any policy of insurance which the LESSOR may have effected upon the SAID PREMISES.
- i. To pay all utilities bills (such as water, electricity, cable TV etc) for his utilisation.
- j. All common facilities of the development are for use by the LESSEE and their family only, in accordance with Rules and Regulation relating to usage as laid down from time to time by the Development Juristic Committee. The domestic help are strictly forbidden to use the common facilities of the Development.
- k. The LESSOR may deduct from the DEPOSIT on account of such payment due to the LESSOR, and refund the remaining portion thereof (if any) to the LESSEE, or otherwise claim for any outstanding amount from the LESSEE, as the case may be within 30 days of the expiration or termination of the agreed rental period.
- l. Smoking in the residence is prohibit.

LESSOR.....

LESSEE.....

7. THE LESSOR AGREES:

- a. That the LESSEE duly paying the rent and observing and performing all the convenience herein contained shall have and enjoy peaceful possession of all the SAID PREMISES during the term of this LEASE AGREEMENT without any interruption by the LESSOR or any person rightfully claiming under him/her.
- b. To pay all rates and taxes on the SAID PREMISES which by provisions of the law are to be paid by the LESSOR The LESSEE requires receipts for security deposit and rent.
- c. To hold the LESSEE free of any claims of any description arising from damaged by the act of God, insurrection, war, white ants, fire, riot, rebellion, usual wear and tear or force majeure.
- d. To render up the SAID PREMISES in a good clean & tenantable condition, undertake all repairs to the structure of the SAID PREMISES which may become necessary for the reasonable comfort of the LESSEE including the repair of roofs, ceiling, floors, drains, sanitation water system, electrical system, driveways, fencing, air conditioning and heating equipment. To repair all damage caused by acts of God, fire, insurrection, war, etc. If LESSOR does not commence to repair all damage so caused within fourteen (14) days after notice has been given, the LESSEE shall have the right, at LESSEE’s sole option, to terminate this LEASE AGREEMENT as of the date of such notice and neither party shall have any further obligation to the other.
- e. That if the LESSOR does not carry out any repair which is liable to effect as stated in paragraph (d.) above, the LESSEE after calling on the LESSEE’s option as follows:

- (I) Perform such repairs and deduct the cost of such performance from the next month’s rent.
- (II) Terminate this LEASE AGREEMENT.

f. LESSOR represents and warrants that the SAID PREMISES and all parts and equipment therein are in good condition and repair and comply with rules, regulations and costs that the LESSEE may use the SAID PREMISES for the purposes of the LEASE AGREEMENT .

LESSOR.....

LESSEE.....

- g.** LESSOR represents and warrants that the domestic appliances and attachments are in good repair and are suitable for use by LESSEE for the purpose of the LEASE AGREEMENT. LESSOR also agrees to repair or replace any items domestic appliances and attachments at LESSEE’s reasonable request, that become damage so long as the damage is not caused by the negligence or wilful misconduct of LESSEE’s employee.
- h.** LESSOR represents and warrants that the furniture is in good repair and is suitable for use by LESSEE for the purposes of the LEASE AGREEMENT. LESSOR’S also agrees to repair or replace any item of furniture at LESSEE’s reasonable request, that become damaged so long as the damage is not caused by the negligence or wilful misconduct of the LESSEE.

8. LESSEE and LESSOR agree to indemnify and hold each other harmless for the negligence or willful misconduct of the other.

- a.** Any notice or demand required or permitted to be given to any party hereto under this AGREEMENT shall be validly given if sent by registered mail or email to the party’s address stated herein or at the last known business or home address of such party.
- b.** In the event that either the LESSOR or the LESSEE is in breach of any provision of this AGREEMENT, either party shall give notice in writing and by registered mail or email of such breach and a period of fourteen (14) days within which to remedy such breach. In the event of such breach remaining unremedied, either party shall then have the right to terminate this AGREEMENT without having to give further notice. The party that is in breach shall be liable for all the costs and expenses so incurred.
- c.** In the event that the LESSEE is in breach of this AGREEMENT and vacates the PREMISES early the LESSEE will forfeit their deposit of the SAID PREMISES to the LESSOR.
- d.** In the event that the property should be sold during the term of the lease & the new owner should wish to take residence, then the LESSEE shall be given not less than two month’s notice (in writing) to vacate the property & all deposits and outstanding rental payments returned. The LESSOR agrees that the LESSEE shall have first option to purchase the SAID PREMISES and the

LESSOR.....

LESSEE.....

LESSEE agrees the LESSOR can show the property to prospective tenants with at least 24hrs notice.

- e. The LESSOR will pay any maintenance fee of the Development,
- f. At the end of the LEASE AGREEMENT the LESSEE shall return the SAID PREMISES in a good clean & tenantable condition.
- g. In the event this lease agreement is renewed/extended for a further period from date of expiry stated on page 2, clause 2 of this lease agreement the LESSOR agrees to pay the agent a commission fee for the renewal/extension period.
- h. The LESSOR agrees should the LESSEE buy the SAID PREMISES the LESSOR agrees to pay an agreed commission of the sales purchase price to The Top Property Co., Ltd.
- i. The LESSOR agrees to supply the LESSEE along with this signed agreement prior to the move in date a copy of their ID Card/Passport and Tabian Baan (blue house book) for the SAID PREMISES. Upon receiving these documents, it is the LESSEE’s responsibility to then notify the Immigration of their new address as per Thai Immigration Laws. Should either party fail to perform their duty then this party will be responsible for any fines issued by the Thai Immigration.
- j. If any term, covenant, condition, or provision of this lease agreement is held by a court in Thailand to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

This AGREEMENT made in triplicate identical copies, each party keeping one copy.

IN WITNESS WHERE OF the parties have hereunto set their signature on the day, month and year first mentioned.

LESSOR

WITNESS

LESSEE

WITNESS

LESSOR.....

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LESSOR.....

LESSEE.....