## **RENTAL AGREEMENT**

PARTIES: LANDLORD	
TENANT(S)	
PROPERTY ADDRESS:	R'Station 3 52/222 Mooban Muangake, Soi Ektaksin9, Lakhok A.Muang, Pathumthani 12000
	, 20 TENANT agrees to pay LANDLORD the sum

of <u>THB</u> per month in advance on the 5 day of each calendar month. Said rental payment shall be delivered by TENANT to LANDLORD <u>via Kasikorn Bank : Account 7102061475</u> Rent must be actually received by LANDLORD, or designated agent, in order to be considered in compliance with the terms of this agreement.

2. TERM: The Room number \_\_\_\_\_is rented from \_\_\_\_\_, 20 until \_\_\_\_\_, 20 \_\_\_\_, 20 \_\_\_\_.

**3. SECURITY DEPOSITS**: TENANT shall deposit with landlord the sum of <u>THB 7,000</u> as a security deposit to secure TENANT'S faithful performance of the terms of this lease. After all the TENANTS have left, leaving the premises vacant, the LANDLORD may use the security deposit for the cleaning of the premises, any damage, unusual wear and tear to the premises or common areas, and any rent or other amounts owed pursuant to the lease agreement. TENANT may not use said deposit for rent owed during the term of the lease. Within 5 days of the TENANT vacating the premises, LANDLORD shall furnish TENANT a written statement indicating any amounts deducted from the security deposit and returning the balance to the TENANT. If TENANT fails to furnish a forwarding address to LANDLORD, then LANDLORD shall send said statement and any security deposit refund to the rented premises.

**4. INITIAL PAYMENT**: TENANT shall pay the first month rent of THB\_\_\_\_\_\_ and the security deposit in the amount of THB\_\_\_\_\_\_ for a total of THB\_\_\_\_\_\_. Said payment shall be made in the form of cash and is all due prior to occupancy.

**5. OCCUPANTS**: The premises shall not be occupied by any person other than those designated above as TENANT with the exception of the following named person who got consent from the landlord.

Any person staying 14 days cumulative or longer, without the LANDLORD'S written consent, shall be considered as occupying the premises in violation of this agreement.

**6. SUBLETTING OR ASSIGNING:** TENANT agrees not to assign or sublet the premises or any part thereof, without first obtaining written permission from LANDLORD.

7. UTILITIES: TENANT shall pay for all utilities and/or services supplied to the premises with the following rate: Electricity: THB 7/ Unit of electricity meter. Water: THB 200/Month 8. CONDITION OF PREMISES: TENANT acknowledges that the premises have been inspected. Tenant acknowledges that said premises have been cleaned and all items, fixtures, appliances, and appurtenances are in complete working order. TENANT promises to keep the premises in a neat and sanitary condition and to immediately reimburse landlord for any sums necessary to repair any item, fixture or components that needed service due to TENANT'S, or TENANT'S invitee, misuse or negligence.

- TENANT shall be responsible for the cleaning or repair to any plumbing fixture where a stoppage has occurred.
- TENANT shall also be responsible for repair or replacement of the garbage disposal where the cause has been a result of bones, grease, pits, or any other item that normally causes blockage of the mechanism.

**9. PETS** :No dog, cat, bird, fish or other domestic pet or animal of any kind may be kept on or about the premises without LANDLORD''S written consent.

**10. ALTERATIONS:** TENANT shall not make any alterations to the premises, including but not limited to installing aerials, lighting fixtures, dishwashers, washing machines, dryers or other items without first obtaining written permission from LANDLORD. TENANT shall not change or install locks, paint, or wallpaper said premises without LANDLORD'S prior written consent, TENANT shall not place signs, or other exhibits in a window or any other place where they can be viewed by other residents or by the general public.

**11. LATE CHARGE/BAD CHECKS:** A late charge of 6% of the current rental amount shall be incurred if rent is not paid when due. If rent is not paid when due and landlord issues a 'Notice To Pay Rent Or Quit', TENANT must tender cash only.

**12. NOISE AND DISRUPTIVE ACTIVITIES:** TENANT or his/her guests and invitees shall not disturb, annoy, endanger or inconvenience other tenants of the building, neighbors, the LANDLORD or his agents, or workmen nor violate any law, nor commit or permit waste or nuisance in or about the premises. Further, TENANT shall not do or keep anything in or about the premises that will obstruct the public spaces available to other residents. Lounging or unnecessary loitering on the front steps, public balconies or the common hallways that interferes with the convenience of other residents is prohibited.

**13. LANDLORD'S RIGHT OF ENTRY:** LANDLORD may enter and inspect the premises during normal business hours and upon reasonable advance notice of at least 24 hours to TENANT. LANDLORD is permitted to make all alterations, repairs and maintenance that in LANDLORD'S judgment is necessary to perform. If the work performed requires that TENANT temporarily vacate the unit, then TENANT shall vacate for this temporary period upon being served a 7 days notice by LANDLORD. TENANT agrees that in such event that TENANT will be solely compensated by a corresponding reduction in rent for those many days that TENANT was temporarily displaced. If the work to be performed requires the cooperation of TENANT to perform certain tasks, then those tasks shall be performed upon serving 24 hours written notice by LANDLORD. (EXAMPLE - removing food items from cabinets so that the unit may be sprayed for pests)

**14. REPAIRS BY LANDLORD:** Where a repair is the responsibility of the LANDLORD, TENANT must notify LANDLORD with a written notice stating what item needs servicing or repair. TENANT must give LANDLORD a reasonable opportunity to service or repair said item. TENANT acknowledges that rent will not be withheld unless a written notice has been served on LANDLORD giving LANDLORD a reasonable time to fix said item in a timely manner.

**15. Assets belonged to LANDLORD**: List of assets belonged to LANDLORD provided in a rented room is referred to the attachment of this agreement. Any damage to those assets caused by TENANT, TENANT shall be liable for repairing, fixing of those assets to the normal working condition.

**16. INSURANCE:** TENANT may maintain a personal property insurance policy to cover any losses sustained to TENANT'S personal property or vehicle. It is acknowledged that LANDLORD does not maintain this insurance to cover personal property damage or loss caused by fire, theft, rain, water overflow/leakage, acts of GOD, and/or any other causes.

It is acknowledged that LANDLORD is not liable for these occurrences. It is acknowledged that TENANT'S insurance policy shall solely indemnify TENANT for any losses sustained. TENANT'S failure to maintain said policy shall be a complete waiver of TENANT'S right to seek damages against LANDLORD for the above stated losses. The parties acknowledge that the premises are not to be considered a security building which would hold LANDLORD to a higher degree of care.

**17. TERMINATION OF LEASE/RENTAL AGREEMENT:** If this lease is based on a fixed term, pursuant to paragraph 2, then at the expiration of said fixed term this lease shall become a month to month tenancy upon the approval of LANDLORD. Where said term is a month to month tenancy, either party may terminate this tenancy by the serving of a 30 day written notice.

**18. POSSESSION:** If premises cannot be delivered to TENANT on the agreed date due to loss, total or partial destruction of the premises, or failure of previous TENANT to vacate, either party may terminate this agreement upon written notice to the other party at their last known address. It is acknowledged that either party shall have no liability to each other except that all sums paid to LANDLORD will be immediately refunded to TENANT.

**19. ABANDONMENT:** It shall be deemed a reasonable belief by the LANDLORD that an abandonment of the premises has occurred where rent has been unpaid for 14 consecutive days and the TENANT has been absent from unit for 14 consecutive days. In that event, LANDLORD may serve written notice to the TENANT and If TENANT does not comply with the requirements of said notice in 18 days, the premises shall be deemed abandoned.

**20. WAIVER:** LANDLORD'S failure to require compliance with the conditions of this agreement, or to exercise any right provided herein, shall not be deemed a waiver by LANDLORD of such condition or right. LANDLORD'S acceptance of rent with knowledge of any default under agreement by TENANT shall not be deemed a waiver of such default, nor shall it limit LANDLORD'S rights with respect to that or any subsequent right. If is further agreed between the parties that the payment of rent at any time shall not be a waiver to any UNLAWFUL DETAINER action unless LANDLORD in writing specifically acknowledges that this constitutes a waiver to the UNLAWFUL DETAINER action.

**21. VALIDITY/SEVERABILITY:** If any provision of this agreement is held to be invalid, such invalidity shall not affect the validity or enforceability of any other provision of this agreement.

**22. NOTICES:** All notices to the tenant shall be deemed served upon mailing by first class mail, addressed to the tenant, at the subject premises or upon personal delivery to the premises whether or not TENANT is actually present at the time of said delivery. All notices to the landlord shall be served by mailing first class mail or by personal delivery to the TENET at apartment.

**23. PERSONAL PROPERTY OF TENANT:** Once TENANT vacates the premises, the LANDLORD shall store all personal property left in the unit for 18 days. If within that time period, TENANT does not claim said property, LANDLORD may dispose of said items in any manner LANDLORD chooses.

**24.** Cleaning Fee: Upon departure date/end of the contract, cleaning fee of THB 500 will be charged for keeping the room clean including air-con and curtain cleaning.

**25. APPLICATION:** All statements in TENANT'S application must be true or this will constitute a material breach of this lease.

**26. ENTIRE AGREEMENT:** The foregoing agreement, including any attachments incorporated by reference, constitute the entire agreement between the parties and supersedes any oral or written representations or agreements that may have been made by either party. Further, TENANT represents that TENANT has relied solely on TENANT'S judgment in entering into this agreement. TENANT acknowledges having been advised to consult with independent legal counsel before entering into this Agreement and has decided to waive such representation and advice. TENANT acknowledges that TENANT has read and understood this agreement and has been furnished a duplicate original.

l	_ANDLORD/AGENT	DATE
	TENANT	DATE
V	WITNESS	DATE

Attachment: List of assets belonged to the LANDLORD providing in a rented room

- 1). Bed 5 Ft and Mattress with 2 pillows
- 2). Cupboard
- 3). Study table set with chair
- 4). Air Condition
- 6). Water Heater
- 7). Refrigerator 1 set
- 8). Wall picture
- 9). Wall hanger

## **R'Station Apartment**

## Contact details:

Address: 67/195-7 Mooban Muangake, Soi Ekarat 1

Lakhok, A.Muang

Pathumthani, 12000

THAILAND

Tel: +66628282855

E-Mail: Winrowat@gmail.com

## **Bank Account Information**

Bank Name:	Kasikorn Bank (KBank)
Swift Code:	KASITHBK
Account Name:	Prawin Khurowat
Account Number:	710-2-06147-5
Туре:	Saving
Branch:	Lotus Rama IV
Branch Code:	0710