



LONG TERM RENTAL CONTRACT

Made at 452 Srisoontorn Rd., Cherng Talay Sub-district, Talang District, Phuket Province.

Date:

By and Between:

A. Mr./ Mrs. /Ms.

the first party hereinafter referred to as " the lessor".

And

B. Mr./ Mrs./ Ms.....

the second party hereinafter referred to as " the lessee ".

Personal Particulars
Permanent Address

.....

Telephone No (Thailand)..... Mobile Phone Number (Thailand)

Email Address:

Emergency Contact Number Contact Person Relationship:.....

Passport Number Nationality.....

Cause 1. REPRESENTATIONS

The lessor represents and warrants to own and hold sole undisputed rights to let on lease the building/ apartment, located at Unit #.....Thailand, (the lease unit).

To which the lessor warrants and affirms that no encumbrances or other rights held over or against by any other person, group of persons, juristic entity or state organization that could in any way interfere with the lease rights according to this agreement and that the lessor possesses the sole undisputed legal right to enter into this agreement and fulfill the purpose and objectives of this agreement.

Clause 2. LEASE TERM AND RENT

2.1 The lessor agrees to let on lease and the lessee to take on lease the leased unit according to clause 1 for lease term of(.....) months commencing on

theAnd expiring on,whereby

the lessee agrees to pay rent at the rate ofBaht (.....Baht) per month.

Please note clause 5.4 regarding early termination of the agreement.

2.2 The lessee agrees to pay, prior to occupationBaht (.....) Baht for the first month of occupation.

Subsequent rent being payable in advance of one month with subsequent payments due on or before the (Date/Month/Year of that month.

The lessee agrees to pay (.....) Baht for the last months occupation. This amount cannot be offset against the security deposit.



A.....Baht (.....Baht) deposit, equivalent to two months rent, is payable before occupation.

This deposit is refundable at the end of the letting period, subsequent to the conditions of this agreement being met, and after any outstanding invoices are deducted.

Clause 3. COVENANTS OF THE LESSEE

3.1 ACCEPTING DELIVERY OF THE LEASED HOUSE AND OTHER PROPERTY

The lessee having inspected the leased property and satisfied themselves to the completeness and good, clean, orderly condition and repair thereof, all express or implied warranties are hereby excluded, the lessee agrees to accept delivery of the leased house and the other property on the date of execution hereof, with all defects and faults of description within any allowance or abatement whatsoever. An inventory of all furniture and operating equipment will be taken prior to occupation and signed by both parties. Any missing or damaged items will be the responsibility of the Lessee.

3.2 PURPOSE OF THE LEASEHOLD

The lessee agree to use the leased unit for the purpose of private residence only and shall not use the leased unit to operate or engage in any commercial business enterprise or for any other purpose without obtaining prior written permission from the lessor.

3.3 PROHIBITED ACTIVITY

The lessee shall not perform nor allow others to perform any illegal act or any act contrary to the moral principles upheld by the general public, or any act which disturbs or is an aversion to the lessor or persons living nearby, including any act contrary to public hygiene or likely to endanger the health, life, body or property of others.

3.4 PETS

The lessee shall not allow access to the development or home any pet without the express permission of the owners or agent.

3.5 PUBLIC UTILITY CHARGES

The lessee or persons being a party to the lessee shall when residing in the leased house make timely payment of the cost of all public utilities, as follows

3.5.1 The cost of electricity consumed as metered and charged at the current rate as billed by the relevant authority plus (or.....)%.

3.5.2 Telephone calls as metered by the lessee at cost plus(.....)%

The lessee shall make payment to the lessor within seven (7) days of being presented an invoice for the same from the lessor. Any disruption in the supply of utilities due to the negligence of lessee will be the responsibility of the lessee.

3.5.3 Water consumed by the lessee charged at prevailing rate.

3.6 MAINTENANCE

The lessee shall keep and maintain the leased unit in a good, clean, orderly, useable condition and in good repair except for normal wear and tear incurred by normal use and the lessee is neither careless nor negligent.

The Lessee agrees to maintain the following areas of the home and grounds as follows:

Four horizontal lines for listing maintenance areas.

Upon completion or termination of the contract, any remedial cleaning of the home, laundering of linen, towels or other contents will be the responsibility of the tenant.

3.7 ADDITIONS AND RENOVATIONS

The lessee shall not make any additions, renovations or decorate the exterior/ interior of the leased unit without receiving prior written consent from the lessor.

3.8 INSPECTIONS

The lessee consents to allow the lessor or the lessor's representative entry to inspect the leased unit and the other property at reasonable times and intervals giving 6 (six) hours notice.



Clause 4. COVENANTS OF THE LESSOR

4.1 LEASE EXTENSION OPTION

When the leased term specified in clause 2. herein expires, the lessor agrees to renew the leased subject to such terms and payment herein specified in this contract subject to availability.

4.2 SUB LEASE AND LEASE ASSIGNMENT

The Lessee shall not have the right to sub-lease the Leased Unit to others or assign the leasehold under this agreement to others without obtaining prior written consent of the lessor.

4.3 HOUSE RULES

The tenant agrees to comply with the house rules as they may imposed by the Owner or Owners representative group regarding the restrictions imposed for the house and or the common areas upon which the Leased Unit resides. The Lessee may inspect or request a copy of the rules relating to the home either at the Estate Office such as there may be or the Offices of Phuket Island Property Services Co. Ltd.

4.4 UTILITIES

The lessor shall insure the uninterrupted supply of utilities to the residence for as long as those utilities are available from the supplier. The lessor shall have no liability to the lessee should the service be interrupted due to a cause beyond the lessor's control. Any disruption in the supply of utilities due to the negligence of either the lessor will be the responsibility of the lessor.

4.5 DEPOSIT

The deposit lodged will be retained for the duration of the lease period. The deposit will be returned to the lessee once all expenses including but not limited to invoice, utilities, damages and cleaning have been completed.

Clause 5. MUTUAL COVENANTS

5.1 SERVING NOTICE

All notice under this agreement which the lessor sends to the lessee at the leased unit during periods of residence by the lessee or which the lessee sends to the lessor address given above, if sent by registered post shall be deemed to have been correctly served and acknowledged. Either party may effect a change in the herein-said address by giving prior written notice thereof to the other party. The Lessor may not serve notice for the Lessee to vacate the premises between 01 December and 31 January unless by mutual agreement or the dates of occupancy are so agreed in clause 2 of the Agreement.

5.2 AGREEMENT REVISION

If either party desires to revise this agreement, such must be made in writing and executed by both parties hereto prior to being binding then after.

5.3 BREACH AND DEFAULT

If either party hereto breaches, defaults, fails to execute performance under one or more clauses of this agreement, the other party is entitled to give warning notice to the party in default to remedy the cause of such breach or default within a period of time commensurate thereof whereby failure to do so shall entitle the other party to serve notice to terminate this agreement or to proceed with litigation to seek enforcement of this agreement.

5.4 TERMINATION

If either party wishes to terminate this agreement they may do so no less than 60 days after the contract date. Notice of termination shall be given in writing giving 30 (thirty) days advance notice of such termination. Other than causes dictated by contract breach or default, early termination of the contract on behalf of the tenant shall incur such penalty as calculated on the pro rata percentage of the lease as remains of the contract period as stipulated in clause 2.1 of the agreement. If the tenant cancels the contract within 60 days of occupation, the tenant shall forfeit all deposits paid if the owner wishes to terminate.

5.5 LEGAL JURISDICTION

If any dispute arises concerning this agreement, such disputes shall be brought to the Phuket Provincial Court for hearing and settlement.

5.6 INDEPENDENT OF EACH TERM AND CONDITION

Each Term and Condition herein contained is independent of the others. Any term or condition not recognized by the Court shall not affect the entire agreement. The remaining terms and conditions remain severally unaffected and are still valid to enforce.

5.7 THE OTHER DOCUMENTS

Other documents relating to this agreement duly executed by and between the Lessor and Lessee shall be regarded as forming and integral part of the agreement. Since this agreement and such documents are related, termination or breach of either one of them shall not be regarded as termination or breach of the others



5.8 REASSIGNMENT OF THE LEASED UNIT

In the event that the abovementioned unit is no longer available for rent, the Lessor reserves the right to reassign an alternative leased unit. The Lessor shall assign a unit of the same or better standard/ configuration at no penalty or extra cost to either party. In the event that the Lessor is unable to reassign a unit or if the Lessee is unsatisfied with the reassigned unit, the Lessor shall refund of the deposit without penalty as described in clause 5.4.

IN WITNESS WHEREOF, each respective party having read, heard and well understood the provisions herewith contained, agree they are correct in respect to their intentions and do hereunto affix their signatures and seals (if any) in the presence of witnesses bearing important testimony hereto.

Signed by the lessor:

In the presence of:

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Date:.....

(Witness).....

Signed by the lessee:

In the presence of:

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.....
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(Witness).....

(Witness).....

Date:.....

Date:.....

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