

**Lease Agreement
(temporary contract)**

Landlord: Jakob Luttermann
Susettestraße 3
D-22763 Hamburg
Mobile: 0174 – 14 14 414

Tenant: First Name: _____
Family Name: _____
Nationality: _____
Tel./Mobile: _____
Date of Birth: _____
Occupation: _____
Employer: _____
Passport-No.: _____

§ 1 Property:

Street: _____, Postcode: _____ Hamburg, Apartment No. _____, _____ Rooms,
_____ m², together with any fixtures, fittings, furnishings and appliances listed in the attached
inventory.

§ 2 Term:

A term certain of _____ months commencing on the _____._____._____.(dd.mm.yy)

§ 3 House Rent:

The house rent amounts generally to _____ € per month.

This is including all service charges, electricity and costs for heating.

Payable: In advance by equal Monthly payments without any deduction whatsoever
the first payment to be made on the signing hereof.

The house rent has to be transferred to the bank account of the landlord:

Name: Jakob Luttermann

Konto-Nr.:

BLZ:

Bank:

The house rent is due in advance and not later than the third working day of each month.

§ 4 Deposit:

Two rents = _____, payable when signing the contract.

§ 5: The Tenant agrees with the Landlord as follows:

5.1 To pay the Rent during the Term on the days and in the manner stated above

5.2 To pay promptly to the authorities to whom they are due, council tax and outgoings
(including water and sewerage charges, gas, electric, light and telephone - if any -
relating to the property), including any which are imposed after the date of this

Agreement (even if of a novel nature) and to pay the total cost of any re-connection fee relating to the supply of water, gas, electricity and telephone of the same is disconnected. The Tenant agrees to notify the Landlord prior to changing supplier for any of the utility services (i.e. gas, electricity, water supply etc.)

5.3 To pay for (direct to the relevant authority or supplier) all gas, electricity, fuel oil, and water which is consumed or supplied on or to the Premises and for all telephone calls made throughout the Term, and the amount of all rentals and standing charges for gas, electricity, fuel oil, and water or the provision of a telephone line throughout the Term.

5.4 To pay the amount of the television licence fee [and of any charges for cable or satellite television services for the Premises] throughout the Term.

5.5 Advise the Landlord promptly of any defects and disrepair in or at the Premises for which the Landlord is liable;

5.6 Keep the interior of the Premises and the paint, wallpaper and decorations, fireplaces, window fittings, sash cords, glass doors, and door furniture in good, clean, and tenantable repair and condition;

5.7 Keep cleansed and free from obstruction all gutters, down pipes, drains, sanitary apparatus, water and waste pipes;

5.8 Make good promptly all damage and breakages to the Premises and to the items listed in the Inventory that may occur during the Term that are the responsibility of the Tenant (with the exception of fair wear and tear and accidental damage by fire), and to inform the Landlord of any such work undertaken;

5.9 Replace promptly all broken glass with the same quality glass where the Tenant, his family or visitors caused the breakage;

5.10 Keep the Premises well and sufficiently aired and warmed at all times during the Term and to take all such precautions as may be reasonably necessary to prevent water pipes, sinks, WCs, and cisterns within the Premises becoming damaged by frost; and in the event of any damage being so caused by the Tenant's failure, to take such precautions to make good such damage at the Tenant's own expense;

5.11 Preserve the [furniture, furnishings,] fixtures and other items listed in the Inventory from

being destroyed or damaged and not to remove them from the Premises;

5.12 Reimburse the Landlord, at the end of the Term, the reasonable costs of the professional washing and cleaning of any carpets, curtains, linens, bedding, upholstery and similar articles which become soiled during the Term where it is reasonable for the Landlord to incur such costs;

5.13 Keep the garden and/or drive of the Premises clean and tidy and to mow the lawns as often as necessary and to keep the flower beds free from weeds and hedges trimmed, and not to lop, top, cut down, remove, or otherwise injure any trees, shrubs, or plants growing upon the Premises, or to alter the general character of the garden.

5.14 Not to make any alterations or additions to the Premises either internally or externally whether structural or otherwise without the Landlord's consent.

5.15 Not to make any alterations or additions to or tamper or interfere with the electric, gas, or plumbing systems, installations, or meters in or serving the Premises without the Landlord's consent.

5.16 Not to carry out any re-decoration of the Premises or any part thereof without prior written consent of the Landlord.

- 5.17 Not to do anything or omit to do anything upon the Premises which shall cause damage to or deterioration of its internal or external surfaces or to the coverings or decorations of those surfaces
- 5.18 Not to place or exhibit any notice board or notice or sign visible from outside the Premises advertising any profession, trade, or business, or any goods or services.
- 5.19 Not to erect any television aerial, satellite dish, or radio mast, or install cable television, without the prior written consent of the Landlord. In the event of consent being given any equipment must be removed at the end of the Term, if required by the Landlord, and any damage to the Premises made good at the Tenant's expense.
- 5.20 Not to install or change or alter any locks [or security codes] at the Premises without the Landlord's prior written consent and to provide the Landlord with a set of keys [or the new codes] immediately upon replacement.
- 5.21 Not to leave the Premises unoccupied for any period whatsoever without locking and securing all windows and doors that permit access to the Premises, and to ensure that the security alarms or other security devices are set at all appropriate times.
- 5.22 Not to leave the Premises unoccupied or vacant for any period greater than 21 days at any one time without first giving written notice to the Landlord of the intention to do so.
- 5.23 To use the Premises only for the purpose of a private residence in the occupation of the Tenant.
- 5.24 Not to underlet, share, or part with possession or occupation of the Premises or any part of it, nor take in any lodger or paying guest.
- 5.25 Not to assign the Tenancy without the prior written consent of the Landlord, such consent not to be unreasonably withheld by the Landlord who may, where it is reasonable to do so as a condition of such consent, require the Tenant to enter into a Guarantee of the assignee's compliance with the Tenant's obligations for the remainder of the fixed period of this agreement.
- 5.26 Not to use the Premises or allow the Premises to be used for any profession, business, or trade whatsoever, nor to use the Premises, or allow the Premises to be used, for any illegal, immoral, or improper purpose.
- 5.27 Not to keep or permit to be kept on the Premises, any pets without the previous written consent of the Landlord. Any consent given by the Landlord may be withdrawn.
- 5.28 Not to do, or permit to be done, in or on the Premises, any act or thing which may be or become a nuisance or annoyance (this includes any nuisance or annoyance caused by noise) or cause damage or inconvenience to the Landlord or the Tenants or occupiers of any nearby premises
- 5.29 Not to use or keep in the Premises any type of stove, heater, or lamp burning paraffin (or any type of fuel oil), nor to use, or permit to be used, any electrical apparatus or other equipment of a type or in a condition which might endanger the Premises.
- 5.30 Not to obstruct any access to the Premises.
- 5.31 Not to engage any contractor or otherwise incur expenditure on behalf of the Landlord (except in case of emergency) without the prior written approval of the Landlord.
- 5.32 Not to keep, park, or store any boat, caravan, commercial or similar vehicle at or near the Premises.
- 5.33 To forward without delay to the Landlord any correspondence addressed to the Landlord which is delivered at the Premises, and to inform the Landlord promptly of

any notice affecting the Premises which may be served on the Tenant or left on the Premises or otherwise comes to the attention of the Tenant.

5.34 Upon being giving not less than 24 hours prior notice (except in the case of emergency when no notice shall be required), to permit the Landlord or the Landlord's contractors to enter upon the Premises at all reasonable times:

- (a) To examine the state and condition of the Premises;
- (b) For the purposes of repairing the Premises or carrying out any structural or other necessary repairs to [either] the Premises [or the Building] that can only be carried out by having access to the Premises;
- (c) To view the Premises at reasonable hours in the day time with prospective Tenants or purchasers of the Premises.

5.35 Upon the Landlord giving the Tenant notice in writing specifying any repairs, redecoration,

cultivation, or other work required to be undertaken by the Tenant, and upon the Tenant failing to carry out the required works within 21 days of service of such notice, to permit the Landlord to enter upon the Premises and to carry out such repairs. The reasonable costs incurred by the Landlord in making such repairs shall be a debt due from the Tenant to the Landlord payable on demand.

5.36 To pay to the Landlord all reasonable costs and expenses (including value added tax where the Landlord is not able to recover VAT) reasonably incurred by the Landlord (including but not limited to the costs and fees of the Landlord's solicitors and other professional advisers):

- (a) in respect of any action taken by the Landlord in connection with a breach by the Tenant of any obligation on the part of the Tenant contained in this agreement; and
- (b) in connection with all applications by the Tenant for any consent or approval of the Landlord required by the terms of this agreement, including those incurred in cases where consent is refused or the application is withdrawn.

5.37 At the expiration or sooner determination of the Term:

- (a) to deliver up to the Landlord the Premises, and the items set out in the Inventory, free from rubbish and in such order, condition, and state as shall be consistent with the due performance of the obligations of the Tenant contained in this agreement;
- (b) not to remove any of the items listed in the Inventory from the Premises and to leave them in the several rooms and places as described in the Inventory or as found at the commencement of the Term; and
- (c) to deliver to the Landlord all keys [and security devices or codes] for the Premises on expiry of the Term and to pay all reasonable charges incurred by the Landlord in securing the Premises against re-entry where the keys are not returned.

5.38 If any of the Tenant's goods or any goods belonging to the Tenant's household shall not have been removed from the Premises at the expiration or sooner determination of the Term, the Landlord will remove and store such items for 28 days or such other period as is reasonable in the circumstances. The Landlord will notify the Tenant at the last known address. If the items are not collected within the said storage period, the Landlord may dispose of them in such manner as is reasonable in the circumstances and the Tenant will be liable for all reasonable removal and/or storage and/or disposal charges incurred by the Landlord. The reasonable costs incurred by the Landlord in removing storing and disposing of the items may be deducted from any sale proceeds

or the Deposit and, if there are any costs remaining after such deduction, they will be recoverable from the Tenant as a debt.

§ 6 The Landlord agrees with the Tenant as follows:

6.1 To keep the Premises [and the Building] insured against loss or damage by fire, tempest, flood, or explosion, and such other risks as the Landlord shall consider appropriate, provided that there should be no liability on the Landlord:

6.2 To permit the Tenant paying the rent under this agreement and performing and observing the various obligations on the part of the Tenant set out above, to hold the Premises peaceably without any interruption by the Landlord or any person lawfully claiming under or in trust for the Landlord.

§ 7 Mutual Agreements:

7.1 The deposit specified above shall be paid by the Tenant on the signing of this Agreement and is to be held by the landlord for the duration of the tenancy as security against the Tenant's failure to pay the rent or non-performance of his obligations as laid down in this Agreement. This includes any breach by the Tenant of his obligation as to the cleaning of the premise, the cleaning of any fixtures and fittings therein and the return of all keys.

7.2 In the event that any instalment of rent or any other money payable by the Tenant under this agreement is not paid within 14 days of the day on which it became due, then the same shall carry simple interest at the rate of 4 per cent per annum above the base rate of Lloyds Banking Group plc for the time being in force, calculated on a daily basis from the date upon which the same became payable until the date of payment.

7.3 The Landlord may bring a court action to recover possession of the Premises, even if any previous right to do so has been waived, if and whenever during the Term:

(a) the Rent is outstanding for 14 days after becoming due whether formally demanded or not; or

(b) there is a breach by the Tenant of any obligation or other term of this agreement; or

(c) the Tenant becomes bankrupt, has an administration order made in respect of his assets, has a receiver appointed, makes an arrangement for the benefit of his creditors, or has any distress or execution levied on his goods.

7.4 The landlord notifies the Tenant that the Tenancy may serve notices on the Landlord at the following address:

Susettestraße 3, D-22763 Hamburg

The Landlord hereby agrees to let the Property and the Tenant hereby agrees to take the Property

for the rent and term in accordance with the conditions stated within this Agreement

Signed by the Landlord: _____ Signed by the Tenant(s): _____

Landlord's name: Jakob Luttermann

Tenant's name: _____

Place/Date: _____ Place/Date: _____

In the presence of:

Address:

Witness Signature: