

# RESIDENTIAL LEASE CONTRACT

which has been concluded by and between **Bau-Trans Ház Kft** (VAT no.: 25353109-2-13, company registration no.: 13 09 176775) of 2700 Cegléd, Budai út 44. as **lessor** (hereinafter as: **the Lessor**) and

**name**.....  
**place of birth**:..... **date of birth**:.....  
**mother's name**:.....**Passport num.**:.....  
**TEL.**: .....**e-mail address**:.....  
**permanent place of residence**:.....

as **lessee** (hereinafter as: Lessee), (hereinafter as the Joint and; the Lessor, Lessee) on this day under the following terms and conditions:

## 1. Subject of the Contract

Leasing of (part of) immovable property registered under topographical lot no. Budapest 24246, located at **11 Semmelweis Street, 1052 Budapest, on the** floor, at no. , with a basic area of **m<sup>2</sup>** to a person studying at a higher educational institution.

The Lessor lets and the Lessee(s) rent(s) **the whole / ½ / 1/3 / 1/4** (underline as appropriate) of the immovable property specified in Article 1 as well as the pieces of furniture and equipment, other movable properties for the purpose of apartment for a definite period. The rental period shall be .... months of signing this Residential Lease Contract. (2019. -2019. )

Co-tenant:.....

## 2. Rental

- a./ The rental totals **EUR** , in words **EUR** on a monthly basis.
- b./ Beyond the agreed rental, the Lessee(s) is/are also obliged to directly bear the public utility costs (common charges, water and sewage, electricity, heating, internet, etc.), which is a fix amount of EUR 50/month.
- c./ The Lessee(s) is/are obliged to pay an amount of EUR **500** , i.e. **five hundred EUR**. The Lessee(s) acknowledge(s) that no claim may be laid for any interest upon such security deposit. The Parties set forth that the present Residential Lease Contract shall become effective upon payment of the security deposit. The Lessee has handed over the security deposit to the Lessor on this day and the Lessor acknowledges receipt of such money by signing this Contract.

By signing the present Contract the Parties agree that the Lessee covenants to supplement the amount of the security deposit with the amount of the difference within 8 (eight) business days if the rental is increased in accordance with Article 2. a or the security deposit is used up.

The Lessor can use the amount of the security deposit should the Lessee fail to fulfill any of their contractual obligations within the deadline. Using the amount of the security deposit shall not impair the Lessor's other rights and remedies, including the right to lay further claims and/or terminate this Residential Lease Contract.

In case of using the security deposit, the Lessee is obliged to supplement it to the original amount at the Lessor's request within 8 business days. If the Lessee fails to fulfill such payment obligation (to supplement the amount of the security deposit), the Lessor may terminate the present Contract.

The security deposit shall be returned to the Lessee upon termination of the present Residential Lease Contract. Should the Lessee fail to restore the rented property in the original condition as specified in the hand-over-acceptance protocol upon termination of this Contract, then the Lessee may have the required works performed, using the amount of the security deposit. If, however, the amount of the security deposit is not enough for restoration of the original condition, the Lessee shall pay the difference to the Lessor.

**If a Lessee (for any reason) or a Lessor (eg. in the event of a serious breach of the House rule or non-payment of rent) terminates this lease contract before it expires, the security deposit paid by the Lessee is due to the Lessor.**

### **3. Payment of rental**

The Lessor shall issue 1 invoice for transfer to the Lessee every month (rental +overhead charges). The Lessee is obliged to transfer or pay the rental to the Lessor's banking account every month, by the 15<sup>th</sup> day of the given month, starting from the day of occupancy. The Parties agree that Joint and Several Surety shall assume joint and several liability for the Lessee against the Lessor. In case of any delay, the Lessee and the Joint and Several Surety shall pay a late payment penalty interest of 20% annually. Fulfillment shall be accounted for on the basis of Section 6:46 set forth in the Civil Code.

**If you don't pay until the 15<sup>th</sup> in every month than we will send a letter to your university and to the Immigration office. Your renting fee will be payed from your tuition fee or your visa will be cancelled in this case you need to leave the country!**

### **4. Use of rented property**

The Parties state and the Lessee acknowledges that the primary intended purpose of the rented property and other immovable properties located in the building is to provide accommodation for students in higher education; therefore, it is the primary interest and need of the Lessor and Co-tenant, other Lessees to grant the silence, tidiness and calmness required by co-tenants and other tenants to continue their studies and prepare for their classes and examinations. The Lessee has the right to use the rented property according to this intended purpose, as specified above, provided that they always completely obey the House Rules and never disturb their environment. The Lessee may stay in the rented property only for the purpose of accommodation and may perform no other activities, including but not limited to business and wage-earning activities, or attest any anti-moral behavior. Pictures, furniture and any other objects may be placed on the walls of the rented property only with the Lessor's permission.

The rented property can be used for any other activities and purposes only with the Lessor's preliminary written consent and the necessary official licenses and certificates. Failing to observe the above shall be qualified as improper use and may imply termination of the Residential Lease Contract by the Lessor.

The Lessee is not entitled to sublease the rented property, transfer it to any other person/organisation for use or assign the tenancy right by any virtue. In case of violation of these provisions, the Lessor shall be entitled to terminate this contract.

The Lessor has no guarding, personal and/or property protection obligation concerning the rented property, the movable property, cash, etc. in any person's possession; therefore, the Lessor takes no responsibility for any movable property owned by the Lessor, Lessee or any third party in the rented property, and the risk shall be borne by the lessee with respect to the furniture and equipment owned by the Lessor. Additionally, the Lessor excludes responsibility for any personal injuries occurring in the rented property for any reason.

For the term of lease, the Lessor covenants to restore any damages arisen owing to Acts of God in the rented property at their own cost, namely, they shall restore the movable property comprising the object of the lease to a condition suitable for lease. If the rented property is unsuitable for its intended purpose during this period, then the Lessor may provide the Lessee with another rented property with nearly identical conditions as those of the rented property or terminate the present Contract. In case of any other damage arisen in the rented property for other reasons, the restoration liability and the responsibility shall fully and exclusively be borne by the Lessee, or in case of joint tenancy, by the Co-tenants jointly and universally.

In accordance with and highlighting the above, the Lessor shall explicitly take no responsibility in the following cases:

- a. for any damages arisen outside the Lessor's scope of interest;
- a. for any damages arisen to the movable property located in the rented property;
- b. for accidental damages, burglary, Acts of God or force major incidents.

Please do not forget that we can go to your room anytime, for example to check it if everything is okay with it or to show it for a new tenant.

**If we check the room and it's really dirty we will order a room cleaning for you which is 50 euros and it will be payed from your deposit!**

**If the fire alarm starts because of cooking or baking something, or if you push the fire alarm button and there is no fire, you have to pay 1000 euro.**

### **5. Maintenance, building works**

The Lessee declares to occupy the rented property as is and be fully aware of its technical condition. Also, by signing this Residential Lease Agreement, the Lessee acknowledges that they have taken over the following items of movable property comprising part or accessory of the immovable property and other objects located in the immovable property and owned by the Lessor, all fit for use: refrigerator, microwave oven, bed, mattress, chair, desk, bathroom cabinet, others:

.....  
To preserve the condition of the rented property, the Lessee is obliged to report any faults observed in the building to the Lessor. Such faults include but are not limited to the repairing and replacement works of painting, paintwork, taps, locks, switches, etc.)

The Parties explicitly set forth that, without any separate preliminary written agreement in this subject, the Lessee may not lay a claim for any compensation of the above works during the period or upon termination of the Contract by any virtue, not even as unjustified enrichment, and may claim no such amount from the Lessor.

The Lessee acknowledges that for performance of any activities that they intend to perform and the Lessor approves in writing the Lessee is obliged to do the necessary reconstruction and renovation works at their own cost and may not ask for reimbursement of such expenses by any virtue.

In the rented property the Lessee may perform any work subject to building permit only upon obtaining the required building permission, even in case of the Lessor's approval.

### **6. Other conditions**

The Lessor is obliged to comply with all applicable official, fire protection and safety requirements concerning the use of the rented property, and behave in accordance with the House Rules as well as the general ethical and behavioral norms.

Any potential disinfestation tasks shall be carried out by the Lessee at their own cost in the rented property.

The Lessor may check the intended and contractual use of the rented property at any time during the term of lease without disturbing the Lessee unnecessarily.

In the area of the rented property, the Lessee may keep no severely hazardous, inflammable, explosive, radioactive or other harmful materials that may raise the risk of fire or explosion or do any other harm to the rented property or in common areas, may not let any other person to keep such materials and may perform no activities implying such a risk.

The Lessee is obliged to inform the Lessor about any changes in their personal information in writing, within 8 business days upon registration of change.

### **7. Types of termination of rental right**

This Residential Lease Contract terminates in the cases specified in Sections 23-24 set forth in Act No. LXXVIII/1993 concerning certain rules on the renting and alienation of apartments and rooms (hereinafter as the Act on the Renting of Apartments and Rooms).

The Lessee acknowledges to vacate the rented property and hand it over to the Lessor in a clean and tidy condition fit for purpose, together with its original equipment, at their own cost upon termination of the rental period, without any claim for another room or area, compensation, key money or any other consideration.

The Lessee shall reimburse the Lessor for any depreciation that has arisen in the furnishing of the rented property and exceeds the normal wear and tear.

### **8. Termination**

The Lessor may terminate the Contract in writing in accordance with the provisions set forth in Sections 2 and 25 of the Civil Code.

If, upon conclusion of the Contract, the Lessor gets to know that warrant for payment or court or executory procedure is launched against the Lessee, the Lessor has the right to claim payment of a security deposit to the amount equalling the rentals for 8 months within 8 days, and in lack of fulfillment of such claim the Lessor has the right to terminate the present Contract.

The Parties agree that should the Lessee or any person in their scope of interest or in connection with them violate the House Rules, or in case of disturbance of public peace or police action the Lessor has the right to terminate this Residential Lease Contract with immediate effect.

If the Lessee has a payment delay over 8 days by any virtue, or if the Lessee fails to hand over the vacated rented property in the original condition to the Lessor upon cessation or termination of the Contract for any reason, then the Lessor has the right to unilaterally restrict and/or switch off the public utility services in the immovable property with no preliminary notice or additional deadline. Also, the Lessor may take possession of the immovable property even without the presence of the Lessee and/or despite the Lessee's intent physically, even to the damage of the condition.

In an unexpected case that the Lessee fails to put the immovable property in the Lessor's possession or puts the immovable property in the Lessor's possession in a condition poorer than the original upon termination of the tenancy for any reason, then a late performance penalty to an amount equalling twice the rent shall be due to the Lessor by the day of transfer of possession.

The Parties agree that the Lessor has a lien against the Lessee concerning the movable property located in the rented property, considering which the Lessor has the right to reject to provide or withhold such movable property as long as the Lessee's obligations are fulfilled.

The Parties shall not deem the Lessor's conduct detailed in the present Article as vigilantism, trespassing or breach of domicile and the Lessee approves such behavior of the Lessor. By signing the present Contract, the Lessee ultimately and irreversibly waives their property protection right related to the Lessor's conduct specified in this Article with the effect of waiver, and the Lessee may not lay a claim for compensation of any related damages.

### **9. Communication**

Each notice or any other communication that shall be or may be made under this Contract shall be in a written form and in the Hungarian language.

The Parties agree that any written statement dedicated to each other, posted to each other's name and address as specified above in a registered letter or other registered postal matter in a regular form shall be deemed as communicated or delivered to the addressee even if the postal matter could actually not been delivered or the addressee has not obtained knowledge of it, namely as of the day of the first attempt of postal delivery of such postal matter; if this may not be established, then on the fifth day of the second attempt of postal delivery; if this cannot be established either, or no second attempt to deliver such postal matter can be documented, then on the day the post returned the undelivered postal matter to the sender. With respect to their above agreement on making and delivering legal declarations, the Parties covenant to continuously ensure a person, representative authorized to receive postal matters at the address specified above, from the conclusion of the Contract until the completion of the agreement. Failing to do this, the addresses may not refer to the lack of a person entitled to receive messages.

### **10. Transfer of possession**

Unless otherwise agreed, the possession shall be transferred on the day of signing this Contract, by entering a Transfer of Possession protocol.

### **11. Closing provisions**

By executing this Contract, the Lessor authorizes Éva Kassik Nyujtóné and Lilla Major to represent them with full authority, make legal representations and collect the rental and other due amounts in connection with this Contract.

Besides the Lessor's representative, the Lessee and the Joint and Severe Surety, the following persons are also authorized to make statements:

For and on behalf of the Lessor:

Name: **Éva Kassik Nyujtóné** Address: 2700 Cegléd, Budai út 44. Phone: 20/9890-261

E-mail: [baucsempe@t-online.hu](mailto:baucsempe@t-online.hu)

Name: **Nyujtó Csaba** Address: 2700 Cegléd, Budai út 44. Phone: 70/466-3050

E-mail: [belvarosi.alberlethaz@gmail.com](mailto:belvarosi.alberlethaz@gmail.com)

For and on behalf of the Lessee:

Name:..... Address:

.....

Phone: ..... E-mail: .....

Any notice or letter sent according to the above shall be qualified as delivered on the 5<sup>th</sup> days upon posting even if the return receipt is sent back to the sender with “not searched” or “not taken over by the addressee” remark, or the e-mail address specified in this Contract has been modified by either Party without notifying the other Party in advance and thus the electronic message cannot be delivered.

The Parties agree that their electronic correspondence conducted under the present Contract shall be deemed as official communication and they shall inform each other of any changes in their personal information without delay.

Should any disputed issues arise from the present contract, the Cegléd District Court shall be exclusively competent.

Considering any issues not regulated in this Contract, the applicable provisions set forth in the Act No. V/2013 on the Civil Code of the Republic of Hungary and the Act on the Renting of Apartments and Rooms as well as the House Rules of the building shall be applicable. The Lessee has become aware of, understood and accepted the content of the House Rules prior to signing this Contract.

**The Parties sign this Residential Lease Contract as the same being the full expression of their will.**

**Dated in Budapest, on 2020. ....**

.....  
**Lessor**

**Lessee**

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