TEMPLATE

LEASE AGREEMENT
For work, recreation or leisure purposes

(hereinafter referred to as the "**Agreement**")

number: 123456789

between:

John Doe
Date of birth: 21.01.1985
Old Town Square 12
Prague, 100 00, Portugal

(hereinafter referred to as the "Landlord")

and

Jack Happy
Date of birth: 02.02.1993
Olivova 1
Prague, 110 00, Czechia

(hereinafter referred to as the "Tenant")

(The Landlord and the Tenant are hereinafter jointly referred to also as the "**Contracting Parties**" or individually as the "**Contracting Party**").

Article 1 - Subject of Agreement

1. The Landlord declares, under the conditions referred to herein, that it is entitled to let the **DISPOSITION apartment No. X** at the address Spandauer Str. 10, Berlin, 10178, Germany (hereinafter also referred to as the "**Residential Premises**") to the Tenant for temporary use.
2. The Landlord shall let the Residential Premises to the Tenant for temporary use, and the Tenant shall pay the rent in the amount of € 1 000 per 30 days in consideration (hereinafter also referred to as the "**Rent**"). The amount of the rent is determined by the number of persons specified in the booking, which is binding.
3. The lease is concluded for a definite period, from 01.01.2024 to 31.12.2024.
4. The Contracting Parties acknowledge that the opportunity to conclude this Agreement was mediated through FLATIO®. Information about the scope of these services and the general terms and information are pubished on the website of Flatio, s.r.o., company identification No.: 038 88 703, (hereinafter also referred to as the "**Operator**").
5. Unless the Contracting Parties agree otherwise in writing, they undertake to present themselves for the handover of the Residential Premises at 02:00 PM local time on the first day of the lease period, and at 11:00 AM local time on the last day of the lease period. If the legal system stipulates a written form for the validity of this contract, the contracting parties are obliged to sign or print it electronically and sign it in person no later than on the day of handing over the Residential Premises.
6. The Contracting Parties undertake to draw up a handover certificate on the handover of the Residential Premises, whose sample is available for the Contracting Parties to download at FLATIO®.
7. The Tenant in the mode Flatio For Business (F4B) may temporarily grant his residence to the cooperating persons (e.g. to his employees) without the prior consent of the Landlord, subject to the following conditions:
   a. The Tenant" right under the previous sentence does not create the right of the Tenant to rent the Residential Premises without the prior written consent of the Landlord;
   b. The maximum number of people using the Residential Premises will not exceed the maximum number specified by the Landlord through FLATIO®;
   c. The Landlord has the right to information about persons who use the Residential Premises (name, date of birth, profession and residence) and the tenant is obliged to specify this information through FLATIO®.
8. The Tenant is fully responsible for the damage caused by him in the Residential Premises and is obliged to pay the entire amount of the damage to the Landlord at the latest upon termination of the lease (before handing over the Residential

Premises back to the Landlord). If the Tenant does not do so, the Landlord is entitled to the payment of interest on arrears, the amount of which is 0.1% per day of the amount due, starting on the third day from the end of the lease. The Contracting parties can agree on a security deposit to cover possible damages incurred during the lease. Details are set out in Annex No. 2 to this Agreement. If the agreed amount of the deposit is 0 €, none of the provisions of Annex No. 2 shall apply.

9. Unless otherwise agreed by the parties, the Landlord shall be entitled to enter the Residential Premises for the purpose of inspection two calendar days prior to the Lease agreement termination date between 5pm-6pm (local time). The Parties shall specify the manner and time limit for the elimination of any deficiencies.

Article 2 - Rent

1. The Tenant shall pay the prescribed first Rent no later than (a) within 24 hours after the conclusion of the Lease Agreement or (b) by the date of when the Residential Premises shall be handed over to the Tenant, upon the first to occur. A breach of this duty may result in the expiry hereof (see Article 6.5 hereof and Article 2.11 and 2.13 General Terms and Conditions). In case the Tenant adequately proves to the Landlord that the first Rent has been paid (e.g. by bank statement from the Internet banking), the Tenant shall be deemed to have paid the first Rent in time, even if the payment was made after the deadline mentioned in the first sentence of this paragraph.The payment schedule for the Rent forms Annex No. 1 hereto.
2. The charges for utilities connected with the Residential Premises use (electricity, water and sewer rate, gas/heating, Internet) shall be part of the Rent up to 15% of the Rent and shall not be reconciled, unless stipulated otherwise in this Agreement or a written arrangement between the Contracting Parties. The charges in excess of the limit mentioned in the preceding sentence shall be settled by the Tenant after the Landlord documents their amount.
3. The Tenant shall settle the Rent by cashless transfer or by payment card through FLATIO®. The Rent shall be deemed duly settled as of the moment of crediting a bank account specified by the Operator in My Housing application.
4. If this Agreement lasts 30 days or more, the Tenant may have guests (not included in the reservation) for up to 3 days in each period for which the Rent is prescribed in accordance with the Annex to this Agreement. If the guests spend a longer period of time in the Residential Premises, the Landlord may demand a pro rata part of the Rent for such guests.
5. The Rent and FLATIO® for Business services are invoiced by the Operator. If the first Invoice is not paid properly and in time and the Residential Premises has not yet been handed over to the Tenant, this Agreement may be terminated in analogy to Article 2.12 of the General Terms and Conditions and the Landlord is entitled to rent the Residential premises to any other person.

Article 3 - Landlord’s Duties

1. The Landlord shall hand over the Residential Premises to the Tenant and maintain them in such condition that the Tenant may use them for the common purpose.
2. The Landlord shall make the Residential Premises accessible for the Tenant at the latest on the first day of the lease period. The Residential Premises shall be deemed accessible and taken over in case the Tenant has received the keys and is not prevented from the access to the Residential Premises.
3. Without undue delay, however no later than within 24 hours of being notified by the Tenant, the Landlord shall procure a repair of a defect in the Residential Premises which prevents its use for the common purpose, in particular if the heating of the Residential Premises, heating of water, distribution of flowing water, Internet connection or cooker are not functioning (if they are included).
4. Upon the Tenant” request, the Landlord shall prove within five working days of the Tenant” request his entitlement to let the Residential Premises to the Tenant for temporary use.
5. The Landlord is obliged to hand over the Residential Premises to the Tenant clean and tidy and to inform him of the house rules valid and effective in the building where the Residential Premises are located (if such house rules exist).

Article 4 - Tenant’s Duties

1. The Tenant is obliged to pay the Rent in a due and timely manner.
2. The Tenant shall use the subject of the lease in a due manner, under the conditions stipulated hereby and solely for the purpose of temporary living.
3. In particular, the Tenant is obliged to prevent damages and observe the rules of conduct contained in the House Rules.
4. The Tenant shall without undue delay notify the Landlord of all necessary repairs to be done by the Landlord and to enable the Landlord their performance.
5. On the termination of the lease, the Tenant is obliged to hand over the Residential Premises to the Landlord cleaned and in the condition in which the Tenant took them over at the beginning of the lease.

Article 5 - Termination of Lease

1. The lease established hereby may be terminated pursuant to a written agreement between the Contracting Parties at any time.
2. The Tenant has the right to terminate this Agreement without any reason and without a notice period pursuant to a written notice of withdrawal by the day of the handover of the Residential Premises according to the Landlord´s cancellation policy.
3. The Tenant is entitled to withdraw from this Agreement without a notice period pursuant to a written notice of withdrawal, in the event that:
   a. the Landlord fails to fulfill its duty under Article 3.3 hereof even within 48 hours of being delivered the notification, or
   b. Landlord fails to fulfill its duty under Article 3.4 hereof, or
   c. the Residential Premises cease to be fit for use for the common purpose.
4. The Landlord is entitled to withdraw from this Agreement with a 3-day notice period pursuant to a written notice of withdrawal delivered to the Tenant, in the event that:
   a. the Tenant is in delay with the payment of the Rent or any other monetary debt hereunder for longer than 6 days,
   b. the Tenant has subleased the Residential Premises or any part thereof to a third person without the Landlord’s previous written consent,
   c. the Tenant has repeatedly breached his duties ensuing from the House Rules despite a written notice of the Landlord,
   d. the Tenant has made building adaptations to the Residential Premises without the Landlord’s previous written consent, or
   e. the Tenant failed to present himself for the handover of the Residential Premises by 8:00 pm.m on the day following the move-in date withut ewcuse or agreement with the Landlord. The Tenant is not entitled to a refund of the first Rent, the amount of which corresponds to the contractual penalty for breach of this Agreement.
5. The Landlord has the right to terminate this Agreement without a notice period pursuant to a written notice of withdrawal, in the case that
   a. the Tenant fails to fulfill his duty under Article 4. 2 hereof, or if
   b. the number of persons listed in the reservation is exceeded, or if
   c. if the guests' stay exceeds the limit set out in Article 2.4 of this Agreement; or
   d. it can reasonably be assumed that there is a damage threat to the Residential Premises or equipment located therein.

   The Tenant is not entitled to a refund of Rent already paid and is obliged to leave the Residential Premises within one day of delivery of the notice.
6. The rights of the Contracting Parties to monetary fulfillments established hereby shall not expire by the termination hereof.
7. The parties have the right to terminate this Agreement without giving any reason based on written notice.The notice period is 30 days and starts running from the day of delivery of the notice to the other party.
8. If the Tenant is in the consumer” position with the Landlord, the Tenant has the right to withdraw without giving any reason to this Agreement within 14 days of its conclusion with respect to the way of its conclusion. If this Agreement is canceled, the Contracting Parties are entitled to compensation for their costs, i.e if the Tenant has used the residential Premises already during the cancellation period, he must pay to the Landlord a reasonable amount corresponding to the time period of the use of the subject of the lease.
9. The lease laid down in this Lease Agreement shall, in any event, expire on the expiry of the period for which this Lease Agreement was concluded without the contracting parties having to take any further action.

Article 6 - Other Provisions

1. The Contracting Parties agree to communicate with each other primarily via FLATIO®. Messages and documents sent to the other Contracting Party via the account at FLATIO® shall be deemed delivered within 24 hours of their dispatch (unless agreed or proved otherwise).
2. The purpose of this Agreement is not a satisfaction of the tenant´s housing needs and is negotiated as a temporary lease.
3. All annexes to this Agreement constitute an integral part hereof.
4. This Agreement becomes valid and effective as of the date of its conclusion.
5. The Contracting Parties stipulate a condition subsequent. In case that the Tenant fails to fulfill the duty to settle the first Rent under Article 2.1 hereof, this Agreement shall become void since its beginning. The Contracting Parties may agree otherwise. In case the Tenant fulfills his duty to settle the first rent under Article 2.1 after the maturity date and the Landlord does not object and claim cancellation of this Agreement within 24 hours, the condition subsequent shall be deemed not to have been met and this Agreement shall continue to be valid and effective.
6. The Contracting Parties hereby represent and warrant to one another, and to FLATIO®, that each of them has the legal capacity and complies with the legal requirements established under the applicable laws for the subscription of this lease Agreement.

TEMPLATE

Distance-concluded 29.03.2024 07:10

John Doe Landlord	**Jack Happy** Tenant