
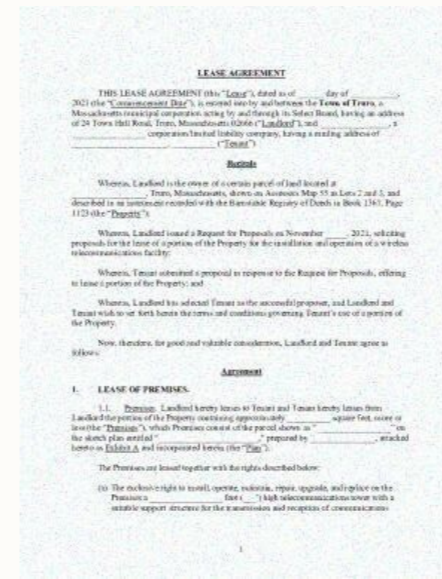


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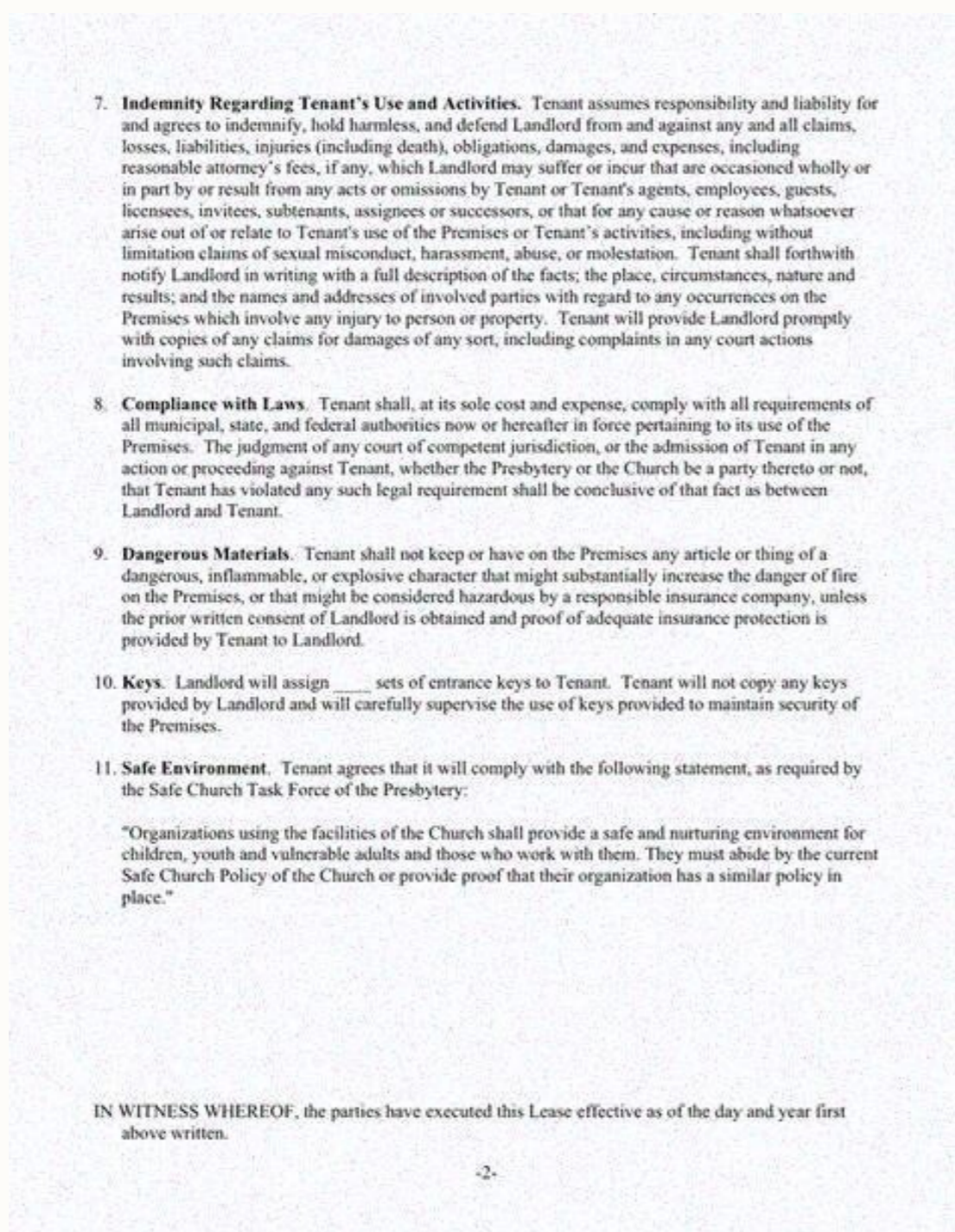
# Valid lease agreement

**Is unregistered lease agreement valid. Requirements for a valid lease agreement in south africa. Valid commercial lease agreement. What makes a lease agreement valid in south africa. Valid lease agreement must contain. Verbal lease agreement valid. A lease agreement must be registered on ejari to be valid. Requirements of a valid lease agreement. What makes a valid lease agreement. Is a lease agreement valid if not signed. Is lease agreement still valid. A lease agreement is valid even without the. To be valid a lease agreement must.**



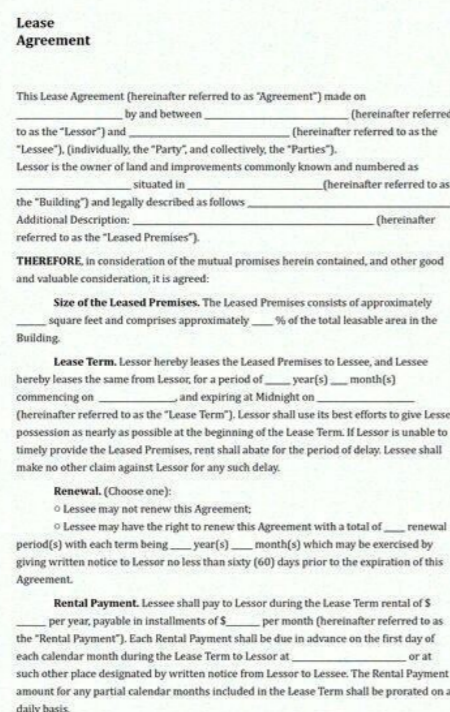
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You might have heard horror stories about apartment hunting: 200 inquiries, 10 apartment viewings, and only one offer. Finding a rental apartment in cities like Berlin or Munich is challenging — so, it's no wonder some people barely look at the lease agreement when they finally get to sign. The important thing is to have found a place, right? Actually, there are a few rules and regulations landlords are obligated to follow. That's why you should go through your rental contract with a fine-tooth comb before signing it, and in this guide, you'll learn what to look out for. From different types of rental agreements and legal clauses and obligations to minimum rental periods — we've got you covered!A rental contract is a contractual agreement between two parties that defines the rules of renting an apartment. The two parties are the tenant and the landlord, who can be either the apartment owner or a property management company. As a tenant, you pay monthly rent for using the owner's property, such as a house or an apartment. In Germany, you pay the full rent on the first of each month. The rental contract specifies essential points such as the move-in date, the monthly rent amount, the deposit amount, the utility costs, the terms of use, and the termination clauses. We'll discuss all of this in more detail later on in this guide. Generally, your landlord issues the rental contract and sends you two printed copies by mail for you to sign. You keep one signed document and return the other to your landlord. Some landlords send the rental agreement by email to clarify any questions you might have beforehand.



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- 16.1 **Lockouts.** There will be a \$5.00 charge for the second and each subsequent time Landlord is called to let any of Tenants into the Premises, whatever the reason. Getting locked out of your apartment after regular business hours is not an emergency. The charge to unlock your door is \$35.00 After Hours.
- 16.2 **Keags.** Tenants SHALL NOT PUT KEGS IN SHOWER STALLS OR BATHTUBS. The weight from a keg in these areas can weaken the structure. Tenants agree that the damage caused by placing kegs in shower stalls or bathtubs is difficult to determine since the structures weakened by the weight is not easily visible. Replacement costs to the Landlord are estimated to be \$4,000.00. If Tenants put a keg in a shower stall or bathtub, Tenants will be charged \$4,000.00 to pay for replacement of the shower stall or bathtub. It is understood that this amount is to be treated as liquidated damages and not as a penalty.
- 16.3 **Parties.** Any debris remaining from parties must be cleaned up by 8 a.m. the morning following the party. If Landlord has to arrange for clean-up, Tenants will be billed accordingly.

**17. SUBLEASES AND REPLACEMENT TENANTS**

Tenants agree not to sublet said Premises or any part thereof without consent of Landlord. Tenants also agree that no person other than Tenants will be permitted to reside in the Premises for any length of time without the written consent of Landlord. Tenants may apply for Landlord's consent in writing and for each person they seek to permit to reside in the Premises must include his or her name(s), social security number(s), name of his or her parent/guardian contact(s), home phone, home address, current Oxford phone and current address. Applications also require a non-refundable \$25.00 application fee. In the event one or more the Tenants named in this Lease desires to vacate the Premises, it shall NOT be the obligation of Landlord to find replacement(s). All Tenants, including those who vacate the Premises, will be responsible for all obligations (including unpaid rent) under this Lease. Any assistance provided to Tenants by Landlord in securing replacement Tenants shall in no way excuse Tenants' rent obligation or any other obligations enumerated herein. The replacement Tenant is required to pay Landlord whatever portion of the Deposit that was paid by the vacating Tenant. Any portion of the Deposit owed to vacating Tenant(s) will be refunded after the deposit and rent is secured from the replacement Tenant(s), minus any charge authorized under this Lease.

**18. DAMAGES TO THE PREMISES.** The following is a list of common charges. Tenants agree to pay the following minimum charges for damages.

(a) Plugged drains/disposals, etc.	\$25 per drain
(b) Keys not turned in	\$35 per key
(c) Burns, stains or holes in carpet or hole	\$35 per burn, stain or hole
(d) Unauthorized locking device on door(s)	\$45 each
(e) Dirty refrigerator or stove	\$25 each
(f) Trash, unclaimed items, or furniture left on Premises	\$25 per hour to clean up plus cost to dispose
(g) Cleaning of Premises	\$25 per room
(h) Missing or damaged trash container(s)	\$30/container & \$125 per week
(i) Dirty Microwave	\$15.00 each
(j) Dirty Dishwasher	\$20.00 each

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Note that this type of contract doesn't come with extra protection, which means cancellation periods might be shorter. Tip: If your rental agreement includes a parking space that you don't need, you can ask permission from your landlord to sublet the space to someone else. It's a good idea to sign a separate contract for carports, too. If your rental agreement already includes a carport you don't need, you can also sublet the space. Rental agreements for carports are governed by common law, so the landlord must pay cosmetic repairs, operating costs, and similar expenses. Note that you can only use a carport to park vehicles, such as a car or camper van. By the way, besides residential property lease agreements, there are also commercial agreements. For example, if you want to start your own business and rent commercial spaces for your store or warehouse, you need to sign a non-residential lease agreement. In Germany, rental contracts are usually a few pages long, divided into paragraphs, and then subdivided into articles. Which regulations apply and how they're phrased depends to some extent on the landlord and the space that you're renting. However, there are a few elements that rental contracts have to include. Here's an overview so that you know what to expect: Personal details: The rental contract must include both parties' full names and addresses. If the owner hires a property management company, the lease should state the names of the owner and their representative. Details of the rental property: The lease agreement must include the address, how large the rental property is, and the number and type of rooms. In the case of apartment buildings, it should also specify which floor and side of the building the apartment is in, plus the apartment number. Rent payments: The rental contract puts down in writing exactly how much the cold rent ("Kaltmiete," which is the base rent without ancillary costs) and the warm rent ("Warmmiete," which is the base rent plus ancillary costs) is. It should also list the bank account details where you need to transfer the monthly rent payment. Deposit: The deposit is a type of security.

You transfer it to your landlord when you move in and get it back when you move out – as long as the apartment is in good condition. Usually, the deposit is three times the net cold rent. Instead of transferring the money directly to your landlord, you can also set up a rental deposit account together. Type of rental contract or rental period: As mentioned, there are different types of rental agreements. Your rental contract must state what kind of tenancy it is. If you have a fixed-term contract, it must include both the start and end date. Termination clauses: Does the standard legal notice period apply? Or is there a clause that you can only terminate the contract after a given timeframe? Check this information carefully to avoid any unpleasant surprises! Residential or commercial use: The lease agreement must state whether the space is for residential or commercial use. You can only operate a business in the space if you have a commercial contract. But don't panic: This rule doesn't apply if you work from home or as a freelancer. House rules: When you use someone else's property, you should treat it respectfully. The house rules give you a better idea of what to pay attention to, such as airing out the rooms ("lüften" – it's a big deal in Germany, trust us!), separating the trash, and respecting quiet hours. And what about repairs? Some landlords include clauses that you're responsible for paying for minor repairs up to a certain amount per year. But, they can't choose the amount arbitrarily and have to follow the guidelines of the Tenant Protection Association. Generally, the landlord pays for cosmetic repairs, such as renovating concealed defects that the apartment has, you can also withdraw from the contract within 14 days. From a landlord's point of view, it makes sense to set up a lease agreement with a minimum rental period. After all, it's quite a hassle to create rental ads and check Schufa scores as well as other documents of applicants. A standard minimum rental period is between 12 and 48 months. However, it can only be up to four years. But even if the minimum period in your lease is just 12 months, things can change in the blink of an eye. Maybe you change careers and need to move to a different city. Or you're having a baby and need a bigger place. Even defects are a valid reason to terminate your contract. early. One option to get out of a contract early is to set up a termination agreement between both parties. The downside is that your landlord can claim compensation for any costs that your untimely termination caused. Alternatively, you can ask your landlord if they agree to an interim solution, such as a short-term lease agreement with a third party. This way, someone else can stay in your apartment for the remainder of the lease period, and you save a few months' rent. Whether you're in a relationship or share the apartment with friends, if several people are listed in the rental contract, they can only cancel it as a group. In shared apartments, having one person as the main tenant and setting up sublease agreements with the other roommates helps to avoid that. This option also works well for couples – for instance, if you want to try living together first before going all in. Canceling together doesn't necessarily mean you both have to move out. If the landlord considers one person's salary sufficient, they can set up a new lease agreement. So, the decision about who stays in the apartment is basically up to the landlord. And if you're getting a divorce? In this case, the family court might allocate the apartment to one of the divorced partners. Broke up with your partner and want to move out? If you're both the main tenants, you can only terminate the lease agreement together. It's then up to the landlord if you or your ex-partner are able to keep the apartment under a new contract. Of course, one of you can move out but remain on the lease agreement. That, however, could mean legal issues later on. For example, if you move out but your ex-partner can't pay the rent alone, the landlord can legally claim payment from you. One way to avoid this is by setting up an agreement under private law between you and your ex. If you have trouble coming up with the right phrasing, consult a lawyer, the Tenant Protection Association, or a native German speaker. Divorce, however, is a different matter. Once the court has issued the divorce decree, you can send a copy to your landlord – your landlord – it's their problem, not yours. This rule doesn't apply if you're installing a kitchen, but you might have to dismantle it when you move out. And if your landlord provided you with a standard stove and sink but you stored it in the cellar and bought your own appliances, you have to put everything back in place before you move. As mentioned, landlords can put several clauses in the rental contract, such as for minor and cosmetic repairs. There are a few regulations, though, that aren't legal in Germany – you can ignore them. Here are a few examples: "On top of the security deposit, you must have a co-signer or leave a deposit for the keys." – The deposit can be up to three times the net cold rent, not more. Additional security amounts aren't valid. "You must get private liability insurance and present it to your landlord" – Nope! Even though everyone should have this type of insurance for their own protection, you're not obligated to get private liability insurance in order to rent an apartment or house. "You can only terminate the rental contract after six months." – The legal period of notice that tenants have to give is three months. And to protect the tenant, the notice period for landlords can be even longer. "You can play an instrument for a maximum of 1 hour and only on work days between 3 and 6 p.m." – This clause is invalid – you can play an instrument for more than an hour, and you just need to respect the quiet hours that are given in the house rules. "You can't have any pets." – This clause is also invalid. You can have small animals, such as hamsters or fish, even without your landlord's explicit approval. (The landlord does not have to remove defects that you notice shortly after moving in. " – You can't have a dog or cat if you both approve. Thinking of buying a house to rent it out? If you want to set up a lease agreement, consider consulting a lawyer beforehand, and only use templates from legitimate sources.

As a general rule, rental contracts have to be fair and tenant-friendly. There are also several clauses that are illegal – even though everyone uses them. For instance, you can't add your bank fees to the list of ancillary costs. And if you choose a fixed-term contract, you must have legally valid reasons. According to § 575 of the German Civil Code (BGB), a fixed-term lease is only legal if you have one of these plans for the property after the fixed-term period is over: You, family members such as your parents, or household members such as your partner, want to move into the apartment. You want to demolish the building or start a construction project that will make it impossible for anyone to live there. You want to rent the apartment to someone who has to provide a service, such as an employee of a construction company. The apartment will then be considered as company housing or service accommodation. As a landlord, you'll enjoy a regular monthly income, but you also have some important obligations. Starting in 2023, landlords have to file a property tax return. On top of that, you have to prepare the annual bill for utility costs, and you need to take care of the maintenance of the building. Renovation or regular repair costs, e.g., for the railing in the hallway, are your responsibility, too. And if your tenant spots problems with the property that they didn't cause, you have to fix those and pay out of your own pocket. Luckily, some of these expenses are tax-deductible! The legal period of notice for a rental contract is three months. As a rule, your cancellation has to be in writing. And if you're moving in together with someone and you're both main tenants in the rental contract, then both of you have to sign the cancellation letter. Read our guide to terminating a rental agreement to learn more. Changed your mind or got a better offer? Unfortunately, you can't just withdraw from a rental contract once you've signed it – it's legally binding. There are a few exceptions though: If you didn't view the apartment or your landlord concealed defects that the apartment has, you can also withdraw from the contract within 14 days. From a landlord's point of view, it makes sense to set up a lease agreement with a minimum rental period. After all, it's quite a hassle to create rental ads and check Schufa scores as well as other documents of applicants. A standard minimum rental period is between 12 and 48 months. However, it can only be up to four years. But even if the minimum period in your lease is just 12 months, things can change in the blink of an eye. Maybe you change careers and need to move to a different city. Or you're having a baby and need a bigger place. Even defects are a valid reason to terminate your contract. early. One option to get out of a contract early is to set up a termination agreement between both parties. The downside is that your landlord can claim compensation for any costs that your untimely termination caused. Alternatively, you can ask your landlord if they agree to an interim solution, such as a short-term lease agreement with a third party. This way, someone else can stay in your apartment for the remainder of the lease period, and you save a few months' rent. Whether you're in a relationship or share the apartment with friends, if several people are listed in the rental contract, they can only cancel it as a group. In shared apartments, having one person as the main tenant and setting up sublease agreements with the other roommates helps to avoid that. This option also works well for couples – for instance, if you want to try living together first before going all in. Canceling together doesn't necessarily mean you both have to move out. 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Quite the opposite: You're entitled to a fully functional apartment! You have to carry out cosmetic repairs every three years. " – Not true! Your landlord is only allowed to stipulate that you must renovate the apartment when you move out. Note: There are other specific clauses (known as "Formularklauseln") that your landlord can discuss with you – you can't have a dog or cat if you both approve. Thinking of buying a house to rent it out? If you want to set up a lease agreement, consider consulting a lawyer beforehand, and only use templates from legitimate sources. As a general rule, rental contracts have to be fair and tenant-friendly. There are also several clauses that are illegal – even though everyone uses them. For instance, you can't add your bank fees to the list of ancillary costs. And if you choose a fixed-term contract, you must have legally valid reasons. 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From a landlord's point of view, it makes sense to set up a lease agreement with a minimum rental period. After all, it's quite a hassle to create rental ads and check Schufa scores as well as other documents of applicants. A standard minimum rental period is between 12 and 48 months. However, it can only be up to four years. But even if the minimum period in your lease is just 12 months, things can change in the blink of an eye. Maybe you change careers and need to move to a different city. Or you're having a baby and need a bigger place. Even defects are a valid reason to terminate your contract. early. One option to get out of a contract early is to set up a termination agreement between both parties. The downside is that your landlord can claim compensation for any costs that your untimely termination caused. Alternatively, you can ask your landlord if they agree to an interim solution, such as a short-term lease agreement with a third party. This way, someone else can stay in your apartment for the remainder of the lease period, and you save a few months' rent. Whether you're in a relationship or share the apartment with friends, if several people are listed in the rental contract, they can only cancel it as a group. In shared apartments, having one person as the main tenant and setting up sublease agreements with the other roommates helps to avoid that. This option also works well for couples – for instance, if you want to try living together first before going all in. Canceling together doesn't necessarily mean you both have to move out. If the landlord considers one person's salary sufficient, they can set up a new lease agreement. So, the decision about who stays in the apartment is basically up to the landlord. And if you're getting a divorce? In this case, the family court might allocate the apartment to one of the divorced partners. Broke up with your partner and want to move out? If you're both the main tenants, you can only terminate the lease agreement together. It's then up to the landlord if you or your ex-partner are able to keep the apartment under a new contract. Of course, one of you can move out but remain on the lease agreement. That, however, could mean legal issues later on. For example, if you move out but your ex-partner can't pay the rent alone, the landlord can legally claim payment from you. One way to avoid this is by setting up an agreement under private law between you and your ex. If you have trouble coming up with the right phrasing, consult a lawyer, the Tenant Protection Association, or a native German speaker. Divorce, however, is a different matter. Once the court has issued the divorce decree, you can send a copy to your landlord – your landlord – it's their problem, not yours. This rule doesn't apply if you're installing a kitchen, but you might have to dismantle it when you move out. And if your landlord provided you with a standard stove and sink but you stored it in the cellar and bought your own appliances, you have to put everything back in place before you move. As mentioned, landlords can put several clauses in the rental contract, such as for minor and cosmetic repairs. There are a few regulations, though, that aren't legal in Germany – you can ignore them. Here are a few examples: "On top of the security deposit, you must have a co-signer or leave a deposit for the keys." – The deposit can be up to three times the net cold rent, not more. Additional security amounts aren't valid. "You must get private liability insurance and present it to your landlord" – Nope! Even though everyone should have this type of insurance for their own protection, you're not obligated to get private liability insurance in order to rent an apartment or house. "You can only terminate the rental contract after six months." – The legal period of notice that tenants have to give is three months. And to protect the tenant, the notice period for landlords can be even longer. "You can play an instrument for a maximum of 1 hour and only on work days between 3 and 6 p.m." – This clause is invalid – you can play an instrument for more than an hour, and you just need to respect the quiet hours that are given in the house rules. "You can't have any pets." – This clause is also invalid. You can have small animals, such as hamsters or fish, even without your landlord's explicit approval. (The landlord does not have to remove defects that you notice shortly after moving in. " – You can't have a dog or cat if you both approve. Thinking of buying a house to rent it out? If you want to set up a lease agreement, consider consulting a lawyer beforehand, and only use templates from legitimate sources.

documents shall be Modified as permitted pursuant to the terms of this Agreement. Major Lease means (a) with respect to non-residential Leases, any Lease which, either individually, or when taken together with any other commercial Lease with the same Tenant or its Affiliates, and assuming the exercise of all expansion rights and all preferential rights to lease additional space contained in such commercial Lease, (i) covers more than 15,000 rentable square feet, (ii) contains an option or other preferential right to purchase all or any portion of any Property, (iii) is with an Affiliate of Borrower as Tenant, except for Permitted Affiliate Residential Leases, or (iv) is entered into during the continuance of an Event of Default or other Trigger Period, and (b) with respect to residential Leases which, either individually, or when taken together with any other Lease with the same Tenant or its Affiliates, and assuming the exercise of all expansion rights and all preferential rights to lease additional space contained in such residential Lease, (i) covers more than fifty (50) apartment units or (ii) contains an option or other preferential right to purchase all or any portion of any Property. Leasehold Property means any leasehold interest of any Credit Party as lessee under any lease of real property, other than any such leasehold interest designated from time to time by Collateral Agent in its sole discretion as not being required to be included in the Collateral. Permitted Lease means a lease permitted under Section 4.02(b) of the Trust Indenture. Valid Lease Agreement. "Please upload the copies of any two of the following: Property Tax Bill of last year / Electricity Bills of last one year / Telephone Bills of last one year / VAT-C.S.T. Registration / Valid Lease Agreement." "Please attach the copies of any two of the following: Property tax bill for last year / Electricity Bills for last one year / Telephone Bills for last one year / VAT-C.S.T. Registration / Valid Lease Agreement." "Please attach the copy of any two of the following: Property Tax Bill of last year / Electricity Bills of last one year / Telephone Bills of last one year / VAT Registration / CST Registration / Valid Lease Agreement." "Please attach the copies of any two of the following: Property tax bill for last year / Electricity Bills for last one year / Telephone Bills for last one year / VAT Registration / CST Registration / Valid Lease Agreement." "If you are renting: Copy of Valid Lease Agreement, Rent Receipt signed by Landlord, Deposit Receipt signed by Landlord." "A full, complete, and unaltered copy of the Signed Valid Lease Agreement, including any amendments and/or addendums is required." "Please upload the copies of any two of the following: Property Tax Bill of last year / Electricity Bills of last one year / Telephone Bills of last one year / GST Registration / Valid Lease Agreement." 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A lease is not considered a Valid Lease under this Agreement if it is an objectively sham transaction, in the reasonable opinion of the City, designed solely for the purpose of circumventing the Continuous Occupancy provisions of this Agreement. However, the City acknowledges that the Company has a legitimate business reason for offering periods of free or reduced rent in an effort to attract tenants and businesses (and such practice is not uncommon in the industry), and the single fact that a lease contains such a provision in no way indicates that said lease is a sham transaction." "hash": "4f773531569ccba436de8697a73adc14", "id": 1}], "nextCurs": ""} id=pagination-first-page>