

## Rental Contract

In consideration of the agreements of the Resident(s), known as:

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The owner hereby rents them the apartment \_\_\_\_\_ located at \_\_\_\_\_, for the period commencing on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and monthly thereafter until \_\_\_\_\_, 20\_\_\_\_, at which time this Agreement may be extended by mutual consent of the Owner and the Resident(s). Resident(s), in consideration of Owners permitting them to occupy the above property, hereby agrees to the following terms:

1. RENT: To pay as rental the sum of \_\_\_\_\_ per month, due and payable in advance from the first day of every month.
2. APPLIANCES: The above rental payment specifically EXCLUDES all appliances not permanently affixed. Appliances located at or in the property are there solely at the convenience of the Owner, who assumes no responsibility for their operation. In the event they fail to function after occupancy is started, the Resident may have them repaired at no cost to Owner or request Owner to remove them.
3. ACCEPTANCE OF PROPERTY: Resident accepts the "AS IS" condition of the property, waiving inspection of same by Owner and agrees to notify Owner of any defects. Resident further agrees to indemnify Owner against any loss or liability arising out of Resident's use of the property, including these using the property with Resident's consent.
4. MAINTENANCE: Resident agrees to maintain the premises during the period of this agreement. This includes windows, screens doors. Tacks, nails, or other hangers nailed or screwed into the walls or ceilings will be removed at the termination of this agreement. Damage caused by rain, hail or wind as a result of leaving windows or doors open, or damage caused by overflow of water, or stoppage of waste pipes, breakage of glass, damage to screens, whether caused by abuse or neglect is the responsibility of the Resident. If the Resident suspects a problem or needs assistance, the Resident must call the owner.
5. CLEANING: Resident accepts premises in its current state of cleanliness and agrees to return it in a like condition.
6. SECURITY DEPOSIT: Resident agrees to pay a deposit in the amount of \_\_\_\_\_ to secure residents pledge of full compliance with the terms of this agreement. Note: THE DEPOSIT MAY NOT BE USED BY TENANT TO PAY RENT DURING THE TENANCY! The security deposit will be used at the end of the tenancy to compensate the Owner for any damages or unpaid rent or charges.
7. PETS: The Resident specifically understands and agrees not to have pets of any kind.
8. RESIDENT'S OBLIGATIONS: The Resident agrees to meet all of resident's obligations; including:
  - A. Taking affirmative action to insure that nothing exists which might place the owner in violation of applicable building, housing and health codes.
  - B. Keeping the dwelling clean, and sanitary; maintaining plumbing in good working order to prevent stoppages and or leakage of fixtures, and faucets.
  - C. Operate all electrical, sanitary, ventilating, a/c, and other appliances in a reasonable and safe manner.
  - D. Assuring that property belonging to the owner is safeguarded against damage, destruction, loss, removal, or theft.
  - E. Conducting him/herself, his/her family, friends, guests and visitors in a manner which will not disturb others. Resident warrants that he/she will meet the above conditions in every respect, and

acknowledges that failure to do so will be grounds for termination of this agreement and loss of all deposits without further recourse.

9. SUBLETTING: Resident agrees not to assign this agreement, nor to sub-let any part of the property, nor to allow any other person to live therein other than as named in paragraph 4 above without first requesting permission from the Owner. Further, that covenants contained in the Rental Agreement, once breached, cannot afterward be performed; and that eviction proceedings may be commenced at once without notice.
10. COURT COSTS: Resident agrees to pay all court costs and Attorney's fees incurred by the Owner in enforcing legal action or any of the Owner's other rights under this agreement or the Thai law. In the event any portion of this Agreement shall be found to be unenforceable under the law, the remaining provisions shall continue to be valid and subject to enforcement in the courts without exception.
11. OWNER'S STATEMENTS: All rights given to the Owner by this agreement shall be cumulative in addition to any other laws which might exist or come into being. Any exercise or failure to exercise, by the Owner of any right shall not act as a waiver of any other rights. No statement or promise of Owner or his agent as to tenancy, repairs, alterations, or other terms and conditions shall be binding unless specified in writing and specifically endorsed.
12. PARTIAL PAYMENT: The acceptance by the Owner of partial payments of rent due shall not under any circumstance, constitute a waiver of the Owner, nor affect any notice or legal eviction proceedings in theretofore given or commenced under state law.
13. ABANDONMENT: If Resident leaves said premises unoccupied for 15 days while rent is due and unpaid, Owner is granted the right hereunder to take immediate possession thereof and to exclude Resident there from; removing at his/her expense all his/her property contained therein and placing it into storage at Resident's expense.
14. RIGHT TO SIGN: The individual(s) signing this Rental Agreement as to Resident stipulates and warrants that he/she/they have the right to sign for and to bind all occupants.
15. UTILITIES: Residents shall be responsible for payments of water and electricity. They specifically authorize the Owner to deduct amounts of unpaid bills from their deposits in the event they remain unpaid after the termination of this agreement.
16. PERSONAL PROPERTY: No rights of storage are given by this agreement. The owner shall not be liable for any loss of property by fire, theft, breakage, burglary, or otherwise, for any accidental damage to persons, guests, or property in or about the rented property resulting from electrical failure, water, rain, windstorm, or any act of God, or negligence of owner, or owners agent, contractors, or employees, or by any other cause, whatsoever. Resident covenants and agrees to make no claim for any such damages or loss against owner, but to purchase needed "renters insurance" or to provide self-insurance in adequate amounts to offset any risk. Resident agrees to list Owner as "additional insured" on their insurance policies. \_\_\_\_\_(initials)
17. REMOVAL OF PROPERTY: Resident agrees not to remove or alter in any way owner's property specific written permission from the owner. Any removal or alteration of owners property without permission shall constitute abandonment and surrender of the premises, and termination by the tenant of this agreement Owner may take immediate possession and exclude Residents from the property, storing all Residents possessions at Resident's expense pending reimbursement in full for owner's loss and damages.
18. TERMINATION: After one month's rental payment has been received, this agreement may be terminated by mutual consent of the parties, or by either party giving written notice of at least 15 days prior to the end of any monthly period. Any provision of this agreement may be changed by the owner in like manner. All parties agree that termination of this agreement prior to \_\_\_\_\_ regardless of cause will constitute a breach of the tenancy as agreed on page 1 and all deposits shall be forfeited in favor of the owner as full liquidated damages at the owner's option.

19. **METHOD OF PAYMENT:** The initial payment of rent and deposits under this agreement must be made in cash, or cashier's check drawn on a local financial institution. Thereafter, monthly rent payments may be paid in cash or transferred to an account number provided by the Owner.
20. **DELIVERY OF RENTS:** The rent may be transferred to the specified bank account number, or collected by the Owner or the designated agent.
21. **RETURN OF DEPOSIT:** Security deposits will be deposited for the Resident's benefit in a non-interest bearing bank account. Release of these deposits is subject to the provisions of State Statutes and as follows:
  - A. The full term of this agreement has been completed.
  - B. Formal written notice has been given as per paragraph 22 above.
  - C. No damage or deterioration to the premises, building(s), or grounds is evident.
  - D. The entire dwelling, appliance, closets and cupboards, are clean and left free of insects, the refrigerator is defrosted, and all debris and rubbish has been removed from the property; the carpets are cleaned and left odorless.
  - E. Any and all unpaid charges, pet charges, late charges, extra visitor charges, delinquent rents, utility charges, etc., have been paid in full.
  - F. All keys have been returned, including keys to any new locks installed while resident was in possession.
  - G. A forwarding address has been left with the owner.Thirty days after termination of occupancy, the owner will send the balance of the deposit to the address provided by the Resident, payable to the signatories hereto, or owner will impose a claim on the deposit and so notify the Resident by certified letter. If such written claim is not sent, the owner relinquishes his right to make any further claim on the deposit and must return it to the Resident provided Resident has given the Owner notice of intent to vacate, abandon, and terminate this agreement proper to the expiration of its full term, at least 7 days in advance.
22. **PHONE:** Resident agrees to install and maintain telephone service, and agrees to furnish to the owner the phone number, and any changes, within 3 days after installation. Only applicable if the Resident decides to install a phone line.
23. **ELECTRIC AND WATER:** The Electric and Water will remain in the Owners name. The Resident will submit these bills to the Owner with the amount due for each bill in cash on the \_\_\_\_ of each month.
24. **OWNERS ACCESS:** Resident specifically agrees to permit the owner access to the premises for the purposes of inspection, repairs, or to show the property to another person at reasonable hours, on request. Resident will also allow signage in the yard.
25. **REPAIRS:** In the event repairs are needed, the Resident must call the Owner immediately. Any improvement made by the tenant shall become the property of the Owner at the conclusion of this agreement.
26. **WORKER'S WARRANTY:** All parties to this agreement warrant that any work or repairs performed by the Resident will be undertaken only if he/she is competent and qualified to perform it, and the person performing the work will be totally responsible for all activities to assure they are done in a safe manner which will meet all applicable statutes. They further warrant that they will be accountable for any mishaps or accidents resulting from such work, and that they will hold the Owner free from harm, litigation or claims of any other person.
27. **DEFAULT BY RESIDENT:** Any breach or violation of any provision of this contract by Resident or any untrue or misleading information in Resident's application shall give the Owner or his agent's the right to terminate this contract, evict the Resident and to take possession of the residence. The Resident agrees to a forfeiture of the security deposit and Owner may still pursue any remaining amounts due and owing.

28. **BANKRUPTCY:** In the event of bankruptcy or insolvency proceeding being filed against the Resident, this heirs, or assign, at the option of Owner, his agent, heirs, or assigns, and immediately declare this contract null and void, and to once resume possession of the premises. No judicial officer shall ever have any rights, title, or interest in or to the above-described property by virtue of this agreement.
29. **RENEWAL TERM:** At the end of initial term herein, as per page 1, owner may elect to renew for another term but at a rental increase of 3% to 5% of current rental rate depending on the market index.
30. **ACKNOWLEDGMENT:** In this agreement the singular number where used will also include the plural, the Masculine gender will include the Feminine, the term Owner will include Landlord, Lesser, and the term Resident will include Tenant, Lessee. The below-signed parties acknowledge that they have read and understand all of the provisions of this agreement. This contract is bound by all heirs, executors, successors and/or assigns.

LEGAL CONTRACT: This is a legally binding contract. If you do not understand any part of this contract, seek competent legal advice before signing.

ACCEPTED THIS \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_.

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Owner (Designated Agent)