

LEASE AGREEMENT

This lease agreement is made between _____ whose address is _____, Bangkok, telephone no. _____ (hereinafter called "Landlord"); and _____, of the U.S. Mission, Bangkok, Thailand, (hereinafter called "Tenant").

1. THE LANDLORD AND TENANT AGREE AS FOLLOWS

The Landlord leases to the Tenant and the Tenant leases from the Landlord for a term of 12 months, beginning on _____, and terminating on _____, the premises situated at _____, Bangkok, Thailand, telephone no. _____ and _____. The monthly rent will be _____ Baht for the premises, _____ Baht for the furniture, other fixtures and _____ Baht for the utility bills (includes electricity, municipal water and drinking water), for a total _____ Baht per month (VAT included).

2. THE TENANT AGREES AS FOLLOWS

- (a). To pay in advance 12 months rent for the 12 month rental period for both the premises and the furniture prior to _____.
- (b). To pay the telephone bill which is the actual rate billed by the Thai Government, during the tenure of the lease.
- (c). To use the said premises only for dwelling purposes.
- (d). To permit the Landlord/Agent to enter the premises in case of emergency, to make necessary or agreed repairs, decorations, alterations, improvements, and supply necessary or agreed services. During the last 30 days of the lease will permit the Landlord/Agent to show the premises to prospective tenants. Except in an emergency, entry may not be made other than during normal business hours, and without less than 24 hours prior notice for a time agreed to between the Landlord and Tenant.
- (e). Not to assign or sublet the premises or furniture or any part thereof without the previous consent of the Landlord.
- (f). To maintain all properties comprising the premises and furniture in good order and condition, fair wear and tear caused by normal usage or damages resulting from act of God, war or force major excepted.
- (g). To repair at Tenant's own expense damage to the property which may occur by reason of Tenant's own negligence or the negligence of any visitors or guests, except for normal wear and tear.

- (h). To make no alterations or additions to the premises without previous written consent of the Landlord. All alterations or additions made by the Tenant to the said premises shall become the property of the Landlord unless otherwise specifically excluded by mutual written consent.

(i). Not to do or permit to be done on the premises anything which may be or may become a nuisance or interference with the quiet enjoyment of neighboring premises by the occupants or their guests.

3. THE LANDLORD AGREES AS FOLLOWS

(a). That the Landlord warrants and guarantees that the Landlord is the sole owner of the premises and/or has the right, without any restrictions, to rent the premises. That the Landlord will inform fully any person or persons that desire to purchase the property of the terms of this lease and that any sale made will be subject to the limitations, conditions and restrictions of this lease.

(b). That the Tenant, duly paying the rent, shall peacefully hold and enjoy the premises during the period of the lease without any interruption whatever by the Landlord/Agent.

(c). That upon every payment made by the Tenant a receipt shall be given to the Tenant for such payment.

(d). That the Landlord will keep the premises, furniture and its utilities, including all plumbing and electrical equipment, in good repair and working order, and will ensure an adequate supply of water at all times. The Landlord agrees to pay the full amount of all repairs, except those caused by the Tenant's negligence excluding fair wear and tear.

(e). That the Landlord will pay all land taxes or duties, value added tax as well as any other forms of tax levied against the premises or this agreement, and will pay any insurance necessary on the rented property.

(f). That if undue delay is experienced in repairing any defective utilities, to include all plumbing and electrical equipment furnished by the Landlord which is causing undue discomfort or inconvenience to the Tenant, and the Landlord does not cause said repairs to be made, the Tenant shall have the right and privilege to cause such repairs to be made, and deduct the cost thereof from future rent payments. The Tenant shall submit a bill for any such expenses incurred with the rental payments from which the deduction is made.

(g). That the rent payment includes the maintenance fee of the building, the yearly pesticide, the air-conditioner maintenance, , the trash pick up services, services of the 24 hours security guards, the electricity, cooking gas, and municipal water.

4. THE LANDLORD AND TENANT AGREE TO AND DECLARE THE FOLLOWING

(a). This lease is renewable under the same terms and conditions set forth herein upon expiration for an additional 12 months, (or shorter period as the Landlord and Tenant will agree upon), provided notice is given in writing to the Landlord at least 30 days prior to the date that this lease will expire.

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Initials _____

(b). That in the event of the premises being destroyed or made untenable by acts of God, fire, insurrection, civil war, etc., this lease shall immediately become null and void and the Tenant has no financial responsibility for any and all losses therefrom. Any rent paid in advance will be refunded.

(c). That should the Tenant at any time leave Bangkok under U.S. government orders or move into U.S. government quarters, the Tenant shall be at liberty to terminate this lease upon giving written notice to the

Landlord 30 days in advance. Any rent paid in advance will be refunded within ten (10) days after the Tenant has vacated the premises.

(d). That in case of Tenant's death or missing in action, this Lease shall be terminated immediately and any rent paid in advance will be refunded within ten (10) days after the day the Landlord knows such disaster.

(e). That the refund of the advance rent payment pursuant to Clause 4 (b), (c) and (d) will be calculated pro rata on a daily basis of the remaining rent period.

(f). The Landlord and the Tenant acknowledge that this Lease is final and replaces all prior oral or written agreements regarding this rented property and agreement.

This lease agreement is made in duplicate. The Landlord and the Tenant each will keep one signed copy.

In witness whereof the parties acknowledge understanding of the entire lease agreement and have hereunder affixed their signatures in the presence of witnesses.

DATE _____.

LANDLORD _____ WITNESS
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TENANT _____ WITNESS
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