



**Lease Contract:**

**Landlord:** Jef Moons / # 76, Street 360, Sangkat Toul Svayprey 1, Khan Chamkarmon, Phnom Penh.

**Operator:** Knai Bang Chatt // # 76, Street 360, Sangkat Toul Svayprey 1, Khan Chamkarmon, Phnom Penh.

**Tenant:**

- Name \_\_\_\_\_
- Nationality \_\_\_\_\_
- Date of birth \_\_\_\_\_
- Passport or ID card \_\_\_\_\_
- Issue date \_\_\_\_\_
- Expiry date \_\_\_\_\_
- Visa # \_\_\_\_\_

*(Copy Passport / Valid Visa or ID card)*

**The property:** Building # 25 Street 240 Daum Penh Phnom Penh

- Apartment 1 (Frist floor)
- Apartment 2 (Second floor)
- Apartment 3 (Third floor incl. terrace)
- Apartment 4 (Back triplex apartment)

**Letting:** The landlord lets to the Tenant the Premises for the Term. Upon the expiration of the Term the Tenant shall deliver up to the Landlord the Premises including the landlord's fixtures and fittings therein and the Contents (as defined below) in good repair and condition and shall be responsible for the reinstatement of the Premises to their original condition at the Tenant's own cost to the satisfaction of the Landlord.

**Prices:** (Including vat, at, other taxes)

- Daily lease : 85\$ (Minimum 3 nights stay)
- Weekly : 450\$
- 1 - 2 Month lease : 1,250\$
- 2 - 6 Month lease : 1,150 \$

**Rent inclusive off:** / Cable TV / WIFI / Water supply / Security guards / Cooking gas / Kitchen utilities/ Bed linen & towels / waste collection / Items stated in the inventory list. For short term leases (Daily & weekly leases) electricity is included in the lease price.

**Rental exclusive of:** Personal laundry services / coffee orders / parking facilities if needed. For Long term leases (Monthly) electricity is not included and will be billed at the end of each month. (0.25USD/KWH incl. 10% vat.)

**Term:** • Daily • Weekly • Monthly  
From \_\_\_\_\_ To \_\_\_\_\_

**Deposit:**

- Daily leases : 2 night lease fee : \_\_\_\_\_ \$
- Weekly leases : 1 week lease fee : \_\_\_\_\_ \$
- Monthly leases : 1 month lease fee : \_\_\_\_\_ \$

*(Please do not forget to bring to us the receipt in order to refund your deposit.)*

Should the Tenant vacate the premises before the expiry date of this lease without giving (30) days prior written notice to the landlord, the landlord has the right to retain any prepaid Rent and the Deposit in full as compensation.

**Rent, in number and in word:** The rent is payable in advance on or before the 1<sup>st</sup> day of every calendar month without deduction whatsoever, the first of such payments as well as the deposit is to be made upon the signing of this agreement. If the Tenant makes default in payment of Rent for Seven (7) days or more, without prejudice to any other remedy of the landlord, he shall on demand made by the landlord pay interest on all arrears of Rent at the rate of two (2%) a month calculated from the date on which the same becomes due for payment until the date of actual payment.

**Payments:**

- For daily and weekly leases terms all payments and deposits need to be paid the latest with your check in.
- For monthly leases, your first month lease and your deposit needs to be paid the latest with your check in.
- Next month leases as well as other costs need to be paid the first of each month.

**For cash and credit card payments**

Visit Zinc Sales Office # 76, Street 360, Sangkat Toul Svayprey 1, Khan Chamkarmon, Phnom Penh. Tel. +855 (0) 23 212 194 [info@zincurbannest.com](mailto:info@zincurbannest.com)

**For money transfer:**

<b>Receiver Correspondent</b> Field 54	JP Morgan Chase Bank, United States Swift Code: CHASUS33 Fedwire Number: 021000021
<b>Intermediary Institution</b> Field 56	Australia and New Zealand Banking Group Ltd Swift Code: ANZBAU3M
<b>Account with Institution</b> Field 57	<b>ANZ Royal Bank, #100 Shihanouk Ville Blv, Phnom Penh, Kingdom of Cambodia</b> <b>Swift Code: ANZBKHPP</b>
<b>Beneficiary Customer</b> Field 59	<b>Beneficiary Name: MR JOZEF J L MOONS</b> <b>A/C No : 3004808</b> <b>Tel : 012 337 961</b>

**Tenant’s responsibilities:** The Tenant shall be responsible for damages and losses in respect of the internal equipment and facilities in the premises caused by the tenant, its employees, agents, servants or invitees and losses and damages caused to any third party during the Term. The Tenant shall be responsible for keeping safe its valuables and personal property. The tenant shall not assign this –Agreement or sublease or sublicense the Premises to a third party.

The Tenant shall observe and comply with the rules and regulations of the Building from time to time prescribed by the Landlord: “Building Regulations”

The Tenant shall report to the landlord any repairs that are necessary to the Premises.

Upon giving a reasonable notice, the Tenant shall permit the Landlord and its agents to view and inspect the premises. Cleaning and maintenance team need to have access to the premise for daily cleaning or for repair.

**Relocation:** The Landlord has the right to relocate the Tenant to another unit with similar features within the Building if the Landlord intends to carry out any renovation or repair

work to the Premises or the Building. The other unit to which the Tenant will be relocated will not be in any worse condition than the existing Premises. The Landlord shall not be under any liability whatsoever or be responsible to pay any compensation to the Tenant in respect of such relocation.

**Smoking and use of any illegal drugs:** The Premises are non-smoking. Smoking is only allowed on outside on. Illegal drugs of any kind are prohibited.

**Indemnity:** The Tenant agrees to indemnify and keep the Landlord indemnified against all actions, proceedings, costs, claims, demands, damages, losses or expenses or other liability in respect of the use of occupation of the premises, the execution of repairs to the Premises, any breach on non-observance by the Tenant of the terms of this Agreement or any other act of default of the Tenant, its employees, agents, servants or invitees.

**Disclaimer:** 1: The landlord shall not be responsible for any loss, accident or damage sustained at or originating from the Building and the Common Areas and facilities of the Building, nor does the Tenant have any Claim against the Landlord for obstruction, interruption or fluctuation of a right granted by this Agreement or non-performance of its obligations here of due to a force majeure event (a force majeure event is any event beyond the reasonable control of the party including (so far as beyond such control) earthquake, fire, flood, storm, epidemic, national emergency, war, hostilities, riot, civil commotion). The Landlord is not liable for any failure by it to comply with an obligation it may have to repair the premises unless it has been given notice of the need of such repair and a reasonable time within which to carry it out. 2: The Landlord shall not be responsible for any damage, injury or loss caused by other tenants or occupiers in the Building. 3: The Landlord shall not be responsible for any loss or damage to the Tenant arising from any loss of valuable equipment and money. 4: The Landlord shall not be responsible for any event beyond the Landlord's control which prevents the landlord from Carrying out any of its obligations under this agreement.

**Full Agreement:** This Agreement sets out the full understanding of the parties and supersedes any and all prior agreements and understandings between the parties with respect to the subject matter contained in this Agreement.

**Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the Kingdom of Cambodia and each Party agrees to submit to the jurisdiction of the Phnom Penh Capital City Court of First Instance (or such successor court having the same jurisdiction) as regards any claim or matter arising under this Agreement.

**Renewal:** This Agreement is renewable by the Tenant on the same terms and Conditions (except for the Rent) contained in this Agreement for the extended term subject to availability of the Premises.

**Termination:** This Agreement will end immediately on notice from the Landlord to the Tenant if the Rent or other Payments due and payable in accordance with this Agreement are in arrears for 7 days (whether formally demanded or not). On such ending, the Deposit and any fee paid in advance will be retained in full by the landlord as compensation for such breach and is without prejudice to any accrued rights of either party.

This Agreement may be terminated by the Landlord immediately if the Tenant commits a material breach of the lease or when the Tenant is not following the guidelines described in this contract.

**Notice:** All official notices given by either party pursuant to the provisions of this Agreement shall be in writing and shall be sufficiently served if delivered by hand or sent by courier to the other party at its last known address.

**Counterparts:** This Agreement is made in English and Executed in Counterparts. Each party shall keep one original of this Agreement.

**Signed by**

Mr./Mrs.: \_\_\_\_\_

For and on behalf of the Tenant

Mr. / Mrs. : \_\_\_\_\_

For and on behalf of the Landlord. Mr. Jozef J.L. Moons

**Date :** \_\_\_\_\_