## Room Lease Agreement: to Lease a Furnished Room

By this agreement, made and entered into on <u>26 July 2018</u> [date], between <u>Flat Snatch Management Company Limited</u>, referred to as "lessor," and <u>Full Name</u>, referred to as "lessee," lessor demises and lets to lessee, and lessee hires and takes as tenant of lessor, <u>one</u> (1) room (s) of <u>65</u> sq. ft. in apartment no.<u>Front</u> of the building <u>Wing Wah Mansion</u>, situated at <u>425R Queen's Road West, Shek Tong Tsui</u> [address], to be used and occupied by lessee as a residence and for no other use or purpose whatever, for a term of <u>10</u> months / years beginning on <u>1/9/2018</u> [date], and ending on <u>31/8/2019</u> [date], at a rental of HKD\$ <u>7,000</u> per month, payable monthly, in advance on the <u>1ST</u> [date] of each and every calendar month, during the entire term of this lease, to lessor's <u>Bank of East Asia</u> [bank] with account number <u>525-68-00629-4</u>.

It is further mutually agreed between the parties as follows:

## Section One Security Deposit

On the execution of this lease, lessee shall pay to lessor HKD\$ 14,600 as Security Deposit for the due observance and performance of the terms and conditions herein contained and on his part to be observed and performed. Provided that there is no antecedent breach of any of the terms and conditions herein contained, lessor shall refund the Security Deposit to lessee without interest within fourteen (14) business days from the date delivery of vacant possession of the said Premises to lessor or settlement of any outstanding payment owed by the lessee to the lessor, whichever is later. If the Rent and/or any charges payable by the lessee hereunder or any part thereof shall be unpaid for seven (7) days after the same shall become payable (whether legally demanded or not) or if the lessee shall commit a breach of any of the terms and conditions herein contained, it shall be lawful for the lessor at any time thereafter to re-enter the said Premises whereupon this Agreement shall absolutely determine and the lessor may deduct any loss or damage suffered by the lessor as a result of the lessee's breach from the Security Deposit without prejudice to any other right of action or any remedy of the lessor in respect of such breach of the lessee.

### Section Two Assignment and Subletting

Lessee shall not assign, transfer, sublet, lend or part with the possession of the said Premises or any part thereof to any other person. This Agreement shall be personal to the lessee named therein.

## Section Three Waste, Noise, Nuisance, or Unlawful Use

Lessee agrees that <u>She</u> [he or she] will not commit waste on the said Premises, or maintain or permit to be maintained a nuisance on the said Premises, or use or permit the said Premises to be used in an unlawful manner. Lessee shall comply with all ordinances, regulations and rules of Hong Kong and shall observe and perform the covenants, terms and conditions of the Deed of Mutual Covenant and Sub-Deed of Mutual Covenant (if any) relating to the said Premises. The Lessee shall not contravene any negative or restrictive covenants contained in the Government Lease(s) under which the said Premises are held from the Government.

Lessee shall not permit any noise or allow any music to be produced in the said Premises so as to give cause for reasonable complaint from the other tenants or occupants of neighboring premises.

Lessee agrees to maintain the common areas of the said Premises clean and not to occupy the common areas of the said Premises. Lessee shall not occupy any areas in the said Building.

## Section Four Loss of Lessee's Personal Property

Lessee shall not hold Lessor liable for any loss of the lessee's property due to theft, negligent destruction, natural disasters or damage caused by third party and lessee's liability for injuries or losses to others. Lessor shall not hold liability for the loss of lessee's property and injuries of lessee and third party caused by lessee.

# Section Five Entry for Inspection, Repairs, and Alterations

Lessor shall have the right to enter the said Premises for inspection at all reasonable hours and whenever necessary to make repairs and alterations of the said Premises.

Page 1 of 4 Last Update: 2018JUN11

#### Section Six Repairs, Redecoration, or Alterations

Lessor shall be responsible for repairs to the interior of the said Premises, provided, however, repairs required through damage caused by lessee shall be charged to lessee as additional rent. It is agreed that lessee will not make or permit to be made any alterations, additions, improvements, or changes in the leased apartment without in each case first obtaining the written consent of lessor.

#### Section Seven Animals

Lessee shall not keep in the said Premises or in any part of the said Building any dogs, cats, birds or other animals.

### Section Eight Fees, Utilities and Service

Government stamp duty, taxes, registration fee (if applicable) and lawyer fee (if applicable), building management and broadband fee are the responsibility of the lessor.

Electricity, water fees are the responsibility of the lessee. The electricity and water fees will be shared equally amount all tenants in the said Premises.

In the event that keys for the said Premises, the said Leased Room or the locker is lost, Lessee shall be responsible a replacement fee of HKD\$100 per lost key.

#### Section Nine Default

If lessee defaults in the payment of rent or any part of the rent at the times specified above, or if lessee defaults in the performance of or compliance with any other term or condition of this Lease Agreement, lessor is entitled to re-enter upon the said Premises and thereby terminate this Agreement and the Security Deposit paid hereunder shall be forfeited to the lessor for liquidated damages but without prejudice to any other claims the lessor may have. Neither the forfeit of the Security Deposit, nor any acceptance of rent by the lessor shall in any way constitute a waiver or acquiescence in any breach of any terms and conditions herein by the lessee.

## Section Ten Option to Renew

Lessee is granted the option of renewing this lease. If lessee elects to exercise this option, <u>She</u> [he or she] must give at least sixty (60) days' written notice to lessor prior to the termination of this lease.

# **Section Eleven Redelivery of Premises**

At the end of the term of this lease, lessee shall quit and deliver up the premises to lessor in as good condition as they are now, ordinary wear, decay, and damage by the elements excepted. Left behind items shall consider abandoned.

### Section Twelve Lessee's Holding Over

If lessee fails to redeliver of the said Premises upon the termination or expiration of this Lease, with or without the express or implied consent of lessor, such tenancy shall be at sufferance only, and shall not constitute a renewal hereof or an extension for any further terms.

Under such tenancy at sufferance, Base Rent shall be payable at a monthly rate equal to two hundred percent (200%) of the Base Rent applicable during the last rental period under this Lease, prorated based on the actual number of holdover days.

Section Thirteen
Termination of Tenancy before Expiration

Page 2 of 4 Last Update: 2018JUN11

Lessee shall not terminate this Lease Agreement before expiry of this Lease Agreement. In the event that lessee terminates this Lease Agreement before expiration, lessee shall submit a written notice to lessor at least thirty (30) days prior to the date of termination. The Security Deposit paid hereunder shall be forfeited to the lessor for liquidated damages but without prejudice to any other claims the lessor may have.

In the event that Lessor terminates this Lease Agreement before expiry of this Lease Agreement, Lessor shall be given a verbal notice to Lessee at least sixty (60) days prior to the date of termination. The Security Deposit paid hereunder shall be refunded to the lessee.

## Section Fourteen Showing Apartment for Rental

Lessee grants permission to lessor to show the apartment to new rental applicants at reasonable hours of the day, within sixty (60) days of the expiration of the term of this lease.

# Section Fifteen Destruction of Premises and Eminent Domain

In the event the said Premises are destroyed or rendered untenantable by fire, storm, or earthquake, or other casualty not caused by the negligence of lessee, or if the said Premises are taken by eminent domain, Government's redevelopment or demolition, this lease shall be terminated and lessee shall redeliver the said Premises effective as of the date possession is required to be surrendered to said authority. The rental shall then be accounted for between lessor and lessee up to the time of such injury or destruction or taking of the said Premises, lessee paying up to such date and lessor refunding the rent collected beyond such date. Lessee shall not assert any claim against Lessor or the taking authority for any compensation because of such taking.

Should a part only of the said Premises be destroyed or rendered untenantable by fire, storm, earthquake, or other casualty not caused by the negligence of lessee, the rental shall abate in the proportion that the injured part bears to the whole leased premises. The part so injured shall be restored by lessor as speedily as practicable, after which the full rent shall recommence and the lease continue according to its terms. Any condemnation award concerning the leased premises shall belong exclusively to lessor.

#### Section Sixteen Pest Control

It is Lessor responsibility to thoroughly clean the said Premises prior to the move in of Lessee to ensure a pest free environment. Lessee shall maintain the said Premises free from rodents, insects and other pests. Lessee shall report any problems to Lessor immediately. If any pests are found within the first 7 days of this Lease Agreement, Lessor is responsible for providing pest control service. After the first 7 days, it is Lessee responsibility to hire a pest control. Lessee agrees to hold Lessor harmless from any actions, claims, losses, damages and expenses that may incur as a result of pest infestation. Lessee agrees to reimburse Lessor for expenses including but not limited to attorney fees and pest management fees that Lessor may incur as a result of infestation of bed bugs in the said Premises if the bed bugs infestation is caused by the Lessee.

#### Section Seventeen Binding Effect

The covenants and conditions contained in this Lease Agreement shall apply to and bind the heirs, legal representatives, and assigns of the parties to this Lease Agreement, and all covenants are to be construed as conditions of this lease.

### Section Eighteen Time of the Essence

It is specifically declared and agreed that time is of the essence of this Lease Agreement.

#### **Section Nineteen Additional Terms**

Lessor and lessee agree to be bound by the additional terms and conditions in Schedule II (if any).

Section Twenty Paragraph Headings

Page 3 of 4 Last Update: 2018JUN11

The titles to the paragraphs of this lease agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Lease Agreement.

## **Section Twenty-One Household Contents**

The said Premises is furnished. The following household contents are provided for lessee:

Content

Received the Security Deposit of		Received	key(s) of the said Premises by the lessee
HKD\$ Amount by the lessor on			
Confirmed and accepted all the terms and conditions herein by the lessor:		Confirmed and accepted all the terms and conditions herein by the lessee:	
Authorized Signature:		Authorized Signature:	
Lessor: BR #: Address:	Flat Snatch Management Company Ltd.  66206397  Unit C, 4/F, Efficiency House, 35 Tai Yau St., San Po Kong, Kowloon, Hong Kong	Lessee: HKID / Passport: HKU Student ID #:	Full Name  Number  Number
Email:	flatsnatch@gmail.com	Address:	Home Address 1
Tel:	9382 2179 / 5628 9365	Address.	
Date:	26 July 2018	Email:	Home Address 2  Email
		Tel:	NUMBER
		Date:	26 July 2018

\*\*\*\*\*\*\*\* End of Agreement \*\*\*\*\*\*\*\*\*

Page 4 of 4 Last Update: 2018JUN11