

LEASE

This Lease (the 'Lease') is made in [], Jordan on the ____ day of ____, 2015 by and between:

1. Parties to the Lease

1.1 **The Landlord:** [], Jordanian ID number [], hereinafter referred to as the Landlord.

1.2 **The Tenant:** [] and [], signing on behalf of [] people, hereinafter referred to as the Tenant.

1.3 The Tenant and the Landlord are collectively referred to as the 'Parties' and individually as a 'Party'.

2. The Leased Property

2.1 Property Type: [e.g. apartment, house, room]

2.2 Property Location: []

2.3 Additional items in the Property (if any): See the list attached as Annex 1 (Additional Items)

3. Use of the Property

3.1 The Landlord owns the Property and has full legal rights to let the Property to the Tenant.

3.2 The Landlord agrees for the Tenant to benefit from the Property for residential purposes only for the duration of the Lease, without any charges or consideration save for those expressly referred to in this Lease.

4. Term of the Lease

4.1 The Lease commences on [] and ends on [].

4.2 The Parties can terminate the Lease at any time by mutual agreement.

4.3 The Lease can be terminated by either Party providing three months' notice in writing to the other.

4.4 The term of the Lease can be extended by mutual agreement of the Parties.

5. Consideration

5.1 The rent for this Lease shall be [] per [calendar month/three months/year].

5.2 The rent will be paid by the Tenant to the Landlord [in arrears] [in advance] on the [] day of each [month / three months / six months].

6. Obligations and Covenants of the Tenant

- 6.1 The Tenant undertakes to pay the rent in due time and in the agreed upon manner.
- 6.2 The Tenant undertakes to maintain the Property and hand it over at the end of the Lease period in the same condition as it was received save for ordinary wear and tear caused by common usage.
- 6.3 The Tenant undertakes only to use the Property only for the Permitted Use and not to use it in any manner contrary to Sharia, Jordanian laws and regulations, and/or public morals.
- 6.4 The Tenant undertakes to pay all utility costs incurred by the Tenant through its use of the Property. For the avoidance of doubt, if the Property does not benefit from separate utility meters or sub-utility meters, utility costs will be shared with the Landlord and others who use the utilities on a pro-rata basis, unless the parties agree otherwise.
- 6.5 If a septic tank exclusively serves the Property, the cost of discharging the septic tank shall be borne by the Tenant. For the avoidance of doubt, if the septic tank serving the Property is used by a number of properties, the cost of discharging the septic tank shall be borne between the users of the septic tank on a pro-rata basis
- 6.6 During the period of this Contract, the Tenant shall not have the right to construct on or make any improvements to the Property without the prior written consent of the Landlord.
- 6.7 The Tenant shall not allow any additional people save for their new-born children to occupy the Property without the prior written consent of the Landlord.
- 6.8 The Tenant shall not sublet all or any part of the Property or assign the Lease without the prior written consent of Landlord.
- 6.9 On expiry of the Lease, the Tenant shall return to the Landlord any Additional Items that were in the Property at the date of the Lease in the same condition as they were received save for ordinary wear and tear caused by common usage.

7. Obligations and Covenants of the Landlord

- 7.1 The Landlord undertakes to pay all property taxes and other taxes, rates, charges and outgoings resulting from ownership of the Property including the Ma'arif Tax (Education Tax). The Landlord is not entitled to claim or collect from the Tenant any of the said taxes, rates, charges and outgoings.
- 7.2 The Landlord hereby undertakes to pay all fees, taxes and stamp duties imposed by the applicable laws in connection with this Lease.
- 7.3 Landlord undertakes to provide written receipts for rent and other payments made to him by the Tenant on receipt of such payment.

- 7.4 The Landlord undertakes to enable the Tenant to hold and enjoy the Property peacefully throughout the period of the Lease without any interruptions by the Landlord or by any person in the name and on behalf of or under the authority of the Landlord.
- 7.5 During the period of the Lease the Landlord shall at his own cost repair defects/damages to the Property save for those caused by the misuse of the Tenant including but not limited to broken plumbing pipes and leaks, electrical defects, wall cracks, and water leaks through the walls or the roof, and shall be responsible for maintaining the Property in such a way that enables the Tenant to benefit from the use of the Property.
- 7.6 For clarity purposes, the Tenant must notify the Landlord of any defects that require repairs in writing, and the Landlord shall repair the defects and/or remedy any damage within a period not exceeding seven calendar days from the date of notification.
- 7.7 In the event that the Landlord fails to repair the defects and/or remedy any damage within the allotted time period, the Tenant shall have the right to, directly or indirectly, repair such defects and/or damages and to reclaim the costs of the works from the Landlord. The Landlord undertakes to pay such costs to the Tenant within seven days of the Tenant providing the Landlord with written receipts for the relevant works.

8. Dispute Resolution

- 8.1 Should any dispute arise in relation to this Lease, the Parties, upon written notice sent by one to the other, shall try to amicably settle the dispute.
- 8.2 Both Parties hereby confirm that any dispute between them will at first instance be mediated by an impartial third party.
- 8.3 If the Parties fail to resolve the dispute within thirty days of the above-mentioned notice, the dispute shall be settled by an arbitrator in accordance with the provisions of the Arbitration Law 2001.

9. Applicable Law

The applicable law shall be the laws of Jordan.

IN WITNESS WHEREOF the Parties hereto have executed this Lease in duplicate each Party retaining one original copy.

Signature of the Landlord

Signatures of the Tenant

Male representatives

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Female representatives

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This is a suggested example of a lease agreement which can be used as a basis of an agreement when entering into the lease of property. All legal information provided in this document is intended as a general guide only and is not a substitute for seeking legal advice from a qualified lawyer.

Annex 1 – List of Additional Items (if any)

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.