

SUB-LEASE CONTRACT

Made at:

Date of

Parties

This Contract is an agreement by and between....., xx years of age, holding passport no....., residing at:..... (hereinafter called the "Sub-Lessor") of one Party.

And Name, Age years of age, eg English National, holding Passport No: Passport No, residing at: Address (hereinafter called the "Sub-Lessee") of the other Party.

Both Parties have agreed as follows:

Terms & Conditions

1 Objective

The Sub-lessor agrees to sub-lease out and the Sub-lessee agrees to sub-lease hereinafter called **the Leased Premise**, for residential / commercial purposes.

2 Lease Duration

The duration of this Lease Contract is agreed by both Parties for, commencing from, until the expiry on

3 Rental Rate and Payment

The Sub-Lessee agrees to pay rental of the Leased Land at the rate.....Baht per and the payment of the rental shall be made in advance within day 5 of each month.

Late payment of rental the Sub-Lessee agrees to pay penalty to the Sub-Lessor at the rate of..... per day until completion of such payment.

4 Sub-Lease

During the duration of this Contract, the Sub-Lessee is unable to transfer his/her right or sub-let the Leased Land to any third person.

5 Costs and Expenses

Duty Stamp and other Expenses occurring from this Contract shall be paid by the Sub-Lessee. In Particular to the Yearly Property Tax and the Local Tax shall be paid solely by the Sub-Lessee.

6 Contract Termination

Any time prior to the expiration of this Contract, the Sub-Lessor and/or the Sub-Lessee may terminate this Contract by giving written notice to the other Party upon the occurrence of one or more of the following events:

- 6.1. The Parties mutually agree in writing to terminate this Contract.
- 6.2. The Sub-Lessee dies
- 6.3. Any Party is in breach or fails to perform any of its obligations under this Contract and fails to remedy such breach within 30 days after a written notice is served by the non-defaulting Party.
- 6.4. The Sub-Lessee fails to make payment of rental as provide in clause 3.

7 Common Area

The Sub-Lessee agrees to strictly perform according to the Rules and Regulations of the Lessor designed by the Lessor in order for the benefits of safety, cleanliness and maintenance of the Common Area of the Leased premise.

8 Common Fee / Utility Fees

All the expenses of Utilities and the maintenance of the Leased Land, whether minor or serious damage, shall be borne by the Sub-Lessee and the Sub-Lessee agrees to pay the Common Fee monthly at the rate as stipulated by the Lessor.

The Common Fee shall be increased in accordance with the Rate of Inflation per year to cover the Project Maintenance Costs.

9 Security Fund

The Sub-Lessee agrees to deposit Security fund amount of Baht to the Sub-lessor to secure all damages may arise to the Leased Premise and beaching of this contract. This security fund shall be returned to the Sub-lessee after deducting with compensation of the said damages within..... days after termination or expiry date of this lease.

10 The Sub-Lessee Covenants

The Sub-Lessee shall jointly and/or severally agree to the following Covenants and Warrants as follows:

- 10.1. The Sub-Lessee shall strictly comply at all times and use his/her best endeavours to ensure that the Resident and any Family Members or Visitors on the Leased Lands comply at all times with the Rules and Regulations, as determined and issued by the Lessor or its Management Team from time to time.
- 10.2. The Sub-Lessee irrevocably agrees that the Sub-Lessor, Lessor, Employees or Representatives of the Lessor can access the Leased premise in order to inspect and investigate the Leased premise at all reasonable times and with prior written notice, except in case of an emergency, or if there is any incident deemed threatening to the Leased Land in general.
- 10.3. The Sub-Lessee shall take proper care and utilise the Leased premise as a person of ordinary Prudence would take care of his/her own property and shall be responsible for maintaining the Leased premise in a good, clean and tenable condition.
- 10.4. The Sub-Lessee shall not use or permit the Resident to use the Leased premise for any illegal or immoral purpose or for any dangerous, noxious, noisy or offensive occupation or in any manner so as to be offensive to the occupiers of nearby the Leased premise.
- 10.5. The Sub-Lessee shall not make or permit the resident to make any permanent alteration, modification or change to the Leased Premise without the Lessor's prior written consent.
- 10.6. The Sub-Lessee shall be held responsible for the Resident, the Guests, and any person or person who are upon or occupying the Leased premise, and ensure that they are aware of, and adhere to the Rules and Regulations as determined and issued by the Lessor and/or its Management Team from time to time.
- 10.7. The Sub-Lessee shall pay for all electricity and water consumed or used on or for the Lease premise, all charges for hire and maintenance of metres and observe all Regulations and Requirements of the relevant Authorities and pay for all telephone and other communications systems serving the Leased Land, including in all the above cases any taxes chargeable on such amounts.
- 10.8. The Sub-Lessee shall be solely responsible for House and Land Tax or other Property Tax of a similar nature.
- 10.9. Upon the termination of this Contract, the Sub-Lessee shall forthwith surrender the Leased premise in a good, clean and tenable condition. If requested by the Sub-Lessor or the Lessor, the Lessee shall remove, at the Sub-Lessee's costs and expenses, all fixtures, fittings and movable properties in the Leased premise and restore the Leased premise to its original condition.

11 Insurance

The Sub-Lessee agrees to apply and pay for yearly All Risks Building Insurance covering the structure of the building constructed on the Leased premise.

12 Notice

Any Notice or Communication to be served to the other Party shall be made in writing to the respective address / email, as provided in this contract, by Registered Mail or email which shall be deemed to have been received by the other Party on the date the mail reaches the other Party or is expected to reach the other Party.

If either the Sub-Lessee or the Sub-Lessor changes address, the Party concerned shall notify the other Party within 30 days after the date of the change.

13 Languages

This Contract is made in both English and Thai language. In case of any legal dispute regarding any interpretation of any Clause in this Contract, the English version shall be used for interpretation and the English language shall be used in all Correspondence and Notices between the Parties.

14 Governing Law

This Contract and all transactions considered, shall be governed by, interpreted and enforced in accordance with the laws of The Kingdom of Thailand.

This Contract is considered as part of the official Lease Contract, which will be registered to the competent official, and made in duplicate with all text identical. Both Parties have read and understood the statement herein, therefore, place their signatures and seals (if any) as evidence in the presence of the Witnesses hereunder.

Signed _____ The Sub-Lessor
Name

Signed _____ The Sub-Lessee
Name

Signed _____ Witness
Name

Signed _____ Witness
Name

Remarks

1. If duration of lease is longer than 3 years need to register at the land office
2. the following legal issues need to be advised by your lawyer
 - Inheritable
 - Sublease without consent of the lessor
 - Alteration of leased property without consent of the lessor
 - Option to buy
 - Option to resale
 - Compensation for breaching and termination
 - Solution of Death of the lessee
 - Solution of Death or Bankrupt of the lessor
 - Servitude of access and common area
 - Separation of electric and water meter direct to the authorities
 - Renewal of lease and register in advance
 - do not lease property from any legitimate spouse because it is voidable under CCC section 1469

- last will of the lessor (in case the lessor is a person)