RENTAL CONTRACT

Model form - English translation of the Arabic model form

Lessor: .....

Tenant (Mr. / Messrs.): .....

Type of the leased premises and manner of use: .....

Location of the Premises:

City: ..... **District:** ..... **Basin No.:** .....

Plot No.: ..... **Building No.:** ..... **Apartment No.:** .....

Boundaries of the Premises: .....

Start date of the lease: .....

Lease term: .....

Rent: .....

Manner of payment of the rent: .....

Appurtenances of the Premises delivered to the Tenant: .....

This contract has been concluded and signed by both parties by mutual consent and agreement, in accordance with the particulars set out above and subject to the following terms and conditions.

Terms and Conditions

1. The Tenant has received the Premises in sound condition, complete with their doors, windows, glass and shutters together with their keys, washbasins, taps and sanitary fittings, and all of these items and the appurtenances are free of any defect or fault. The Tenant undertakes to return them at the end of the lease term in the condition in which he received them.
2. At the end of the lease term, unless the contract is renewed as stated in this clause, the Tenant must obtain from the Lessor a written receipt confirming that the Lessor has received the Premises and their appurtenances in sound condition. If the Tenant vacates the Premises at the end of the term and has notified the Lessor of this three months before the end of this lease (or before the end of the year for which the contract has been renewed under this clause) but without obtaining such a receipt, and the Lessor finds a defect in the Premises, damage to the appurtenances, or any total or partial fault in them, the Lessor may have it repaired and recover the cost from the Tenant. The Lessor's statement as to the existence of the defect, damage or fault, and as to the amount spent, shall be accepted without the need for evidence and without an oath. If the lease term ends and the Tenant does not wish to renew, he must notify the Lessor in writing at least three months before the end of the term; otherwise he shall be deemed to be the tenant of the Premises for a further year if the Lessor so wishes.
3. The Tenant may not sublet the Premises or any part of them to others, admit a partner or a company into the Premises, or give up the Premises, in whole or in part, without the Lessor's written consent.
4. The Tenant may not make any alteration to the Premises, such as demolition, construction, opening windows or building a mezzanine, or changing the doors, windows, taps and the like, except with the Lessor's written consent.
5. Any breakdown or defect that occurs in the Premises, such as a fault in the sewage lines or otherwise, shall be repaired at the Tenant's expense, and the Tenant may not claim any compensation from the Lessor for it. Nor may the Tenant claim any compensation, damages or loss of any kind from the Lessor because of any interruption or fault in the common facilities attached to the building.
6. If the Tenant refuses or is late in paying any installment on its due date, all the other installments become immediately due and payable, and the Lessor also has the right and the option to terminate this contract and take back the Premises even if the lease term has not ended. The Lessor may also take possession of the Premises and let them to a third party at the rent he considers appropriate, on the basis that the Tenant bears the difference between the two rents if the second rent is lower than the first. The Lessor's statement in this respect shall be accepted without an oath.

7. If either of the two matters mentioned in clauses 5 and 6 of this contract occurs, the Lessor also has the right to take possession of the Tenant's property that is in the Premises and to sell it at a price he considers appropriate, and to recover his rights from the proceeds. The Tenant may not object to this, as such property forms part of his guarantees toward the Lessor.

8. The Lessor may build additional floors above or near the Premises and may carry out all the repairs and renovations he wishes in the Premises, their appurtenances or near them, for as long as they require, during the term of this lease or any period to which it is extended (whether by agreement of the parties, by operation of law, or by virtue of this contract as stated in clause 2) or otherwise, without the Tenant having any right to claim compensation for loss or damage or any reduction in the rent.

9. All arrangements, repairs, porcelain or other tiling, and all fixed items made by the Tenant shall be at his expense. When the Tenant leaves, the Lessor may choose either to keep them as they are without compensation, or to require that the Premises be restored to their previous condition, without notice to the Tenant. The Lessor's statement, without an oath, as to the amount spent on this and as to the need for restoration shall be accepted.

10. The Tenant may not use the Premises for any purpose other than that for which he leased them, and may not use them in any manner contrary to Sharia, the law, the regulations of the country or public morals.

11. Where more than one person is named in this contract as the Tenant, they shall be jointly and severally liable under it and under all of its provisions and obligations, and any notice given to one of them shall be treated as notice given to all of them, since each of them is also bound and responsible for performing all of the obligations falling on him and on the others in this contract, as the tenant party and as one person. The same applies where the Tenant is a company or a legal entity: the person or persons who sign on behalf of the company or institution (the legal entity) shall be regarded as responsible, jointly and severally with it, for all of the Tenant's responsibilities in this contract and the obligations arising from it.

12. No notice or warning needs to be exchanged between the parties to this contract, except in the cases where the contract expressly provides for it.

13. The Tenant hereby waives any claim that the acknowledgment (iqrar) in this contract is false, in whole or in part, and likewise as to the bills of exchange, cheques and documents issued under it for the payment and settlement of the rent due under this contract. The Tenant also waives the right to ask that the Lessor be put on oath as to the contents of the contract and of those documents, whatever their nature, in whole or in part.

14. The Tenant is obliged to pay the water charges, the electricity charges, the education (ma'arif) tax, the charges for emptying the cesspits, and all taxes and fees provided for by law.

15. The Tenant may not allow any display windows or decorations to project beyond the area of the Premises, and may not use or occupy the columns or the front of the dividing wall between the shops.

Additional Conditions

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The parties agreed to and accepted these terms on: _____ / _____ / 20_____

Lessor	**Tenant**	**Witness**	**Witness**
.....	.....	.....	.....

This model form is a translation of the Arabic model form and is provided for general information only. It is not legal advice; have the contract reviewed by a lawyer before signing.