בס"ד

Lease Agreement

Executed and signed in Jerusalem on \_\_\_ day of \_\_\_\_\_ 2021

Between:

("The Landlord");

and between: ID \_\_\_\_\_\_\_\_\_\_

and \_\_\_\_\_\_\_\_\_\_\_\_ ID \_\_\_\_\_\_\_\_\_ ("The Tenant")**;**

Whereas the Landlord is the sole owner of apartment number 4 on the 1st floor, a 3-room apartment, with kitchen, bathroom, and underground parking, in a building at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Street in Jerusalem ("The Apartment"); and this apartment is registered in his name with a cautionary note in tabu.

And Whereas on the date that the Tenant Protection Law (various provisions) 5748-1968 and the Tenant Protection Law (combined version) 1972 went into effect, there was no tenant entitled to possession of the apartment so that the landlord is entitled to rent to a tenant who will not be covered by tenant protection laws;

And Whereas the landlord desires to rent the apartment to the tenant for a fixed period on the understanding that the tenant is not covered by tenant protection laws protecting the tenant from eviction and/or limiting the rent and/or any other tenant protection laws;

And Whereas the parties declare that no key money has been paid or received in connection with the lease that is the subject of this contract;

Therefore, the parties have come to an agreement as follows:-

1. The preamble to this agreement is an integral part thereof.
2. The landlord rents the apartment to the tenant and the tenant rents the apartment from **the landlord for a period of 15** months beginning May 5, **2021 and ending on August 1, 2022** (the rental period).
3. It is agreed that the tenant has the option to extend the rental period for an additional period of 12 months, under the same conditions as from the date of termination of the rental. Over the entire year of extension beginning in the second year, the rent will be adjusted by up **to 4 percent.** If the tenant wishes to vacate the apartment before the end of the lease, it shall be her responsibility to find a replacement tenant who will sign this agreement and provide all guarantees required under it.
4. It is agreed that the tenant rents the apartment in good condition as it is on the day of the signing of this agreement and it is incumbent on her to return it clean and painted as she received it. In consideration of the rental of the apartment and the landlord's other obligations under this contract, the tenant will pay the landlord a rent of NIS 4,700 per month for the first 6 months, and after that a rent of NIS 4,900 for 9 months (hereinafter - the rent) in accordance with the payment conditions listed below:
   1. For each month on the 10th day of that month.
   2. To ensure these payments, the tenant will provide the landlord with 15 checks dated and in the amounts specified above.
5. The tenant hereby declares that it has been explained to her that under the provisions of the Tenant Protection Law (various provisions) 1968 and the provisions of the Tenant Protection Law 1972 she will not be protected against eviction, that she will have no claim against the amount of rent, and that she will be obligated to vacate the apartment of any person and property at the end of the rental period.
6. The tenant declares that she has not paid or undertaken to pay any key money or any other fee for the rental that is the subject of this contract and that the parties have no intention of creating any rental relationship that will be protected by the law and/or that will protect the tenant and/or that convey any right to the tenant to receive key money or any other right.
7. The tenant certifies, undertakes and declares that she understands that it has been agreed between the parties explicitly:
   1. That the apartment is a vacant property within the meaning of Section 9 of the Tenant Protection Law (combined version) 1972- and that there was no tenant entitled to return to it as of 20 August 1968 and that all tenant protection laws or provisions of any law protecting tenants do not apply to this contract and that she will not be entitled to any payment at the time that she vacates the apartment.
   2. That it is not protected under the provisions of the Tenant Protection Law or the provisions of any Law protecting a tenant in any way and that under the provisions of any Law protecting a tenant and/or the apartment and/or this contract and that she is not entitled and shall not be entitled to any payment at the time that she vacates the apartment.
   3. That Section C of the Tenant Protection Law dealing with key money does not apply to the tenant and/or the rental under this contract and/or to the apartment and/or to this contract and that she is not entitled to any payment at the time that she vacates the apartment and that the tenant did not pay key money for the apartment and therefore the Tenant Protection Law will not apply to the rental of the apartment.
   4. That the apartment is a unit in itself within the meaning in Section 13 of the Tenant Protection Law.
8. **The tenant undertakes to**:
   1. Use the apartment for residential purposes only.
   2. Keep the apartment clean and return it clean and in good repair and be responsible to repair any damage caused to the apartment by her and/or anyone she allows to stay in the apartment and/or any visitors, subject to the following.
   3. To maintain the apartment and its furnishings in good repair and not to cause any damage to them beyond normal wear and tear.
   4. Not to rent and/or to give and/or transfer the right to rent in the apartment and/or any part thereof to any other person or persons and not to transfer rights in the apartment to any other person or persons and not to allow the use of the apartment and/or any part of it for any period and in any way to any other persons and not to include any other person or persons in the possession of the apartment and/or any enjoyment of it, neither defined nor undefined possession or enjoyment, and the tenant is prohibited from granting to any person a right in the apartment with or without consideration.
   5. At the end of the rental period, to immediately return possession of the apartment empty and in good condition and repair and clean, except for wear and tear resulting from reasonable use and the tenant declares that she receives it in good condition and repair, including that it has been painted, and will return the apartment in the same condition she received it.
   6. To fulfill and carry out all provisions of law, regulation, order or bylaw in connection with the apartment or its possession or use and not to do or allow to be done in the apartment or in connection with it anything that may cause unreasonable damage or unpleasantness to the landlord or in connection with any neighbor and the tenant is responsible for all expenses and/or consequences arising under this obligation.
   7. Vacate the apartment and hand over possession to the landlord no later than August 1, 2022, and if the rental is extended at the end of the rental, vacant and clear of any person and object and in good condition, as stated in this contract.
9. The tenant declares that she receives the apartment in good condition, and that all its facilities and accessories, shutters and windows are intact and in good repair, including the electricity and plumbing, and undertakes to return it in the same condition. The tenant will be responsible for any damage to the apartment that is caused by her own actions or omissions or those of family members or visitors.
10. The landlord undertakes to make at his expense any necessary repair in the apartment, such as plumbing, electricity and functionality issues such as doors, windows, blinds, locks, etc. within three days of the tenant (*sic*) receiving notice of the malfunction requiring repair. This, as already noted, does not include damage that is the tenant's fault, as follows:
    1. If the apartment and/or its furnishings are damaged by fault of the tenant, the tenant will make the necessary repair at her expense. It is emphasized and agreed that this responsibility will apply only in cases where the damage was the result of an act carried out by the tenant or anyone acting on behalf of the tenant or a failure on the part of the tenant.
    2. All repairs to the common property and the entire condominium will be the sole responsibility of the landlord. The tenant will be liable only in cases where the damage is the result of action of the tenant or anyone acting on his behalf or a failure on the part of the tenant.
    3. The tenant undertakes to make any necessary repair to the apartment as stated above within 15 days of the end of the rental period. If the tenant does not meet this obligation within the specified period, the landlord will be entitled to make repairs at the tenant's expense, the lawyer will be entitled to provide the necessary promissory note, and the guarantors will have no right of claim against the execution of these notes, which will be deemed negotiable from the moment of transmittal. A declaration by the Landlord listing the repairs necessary transmitted to Adv. \_\_\_\_\_\_\_\_\_\_\_\_ will serve as proof for this purpose.
    4. The tenant undertakes to compensate the landlord for any damages resulting from delay in vacating the apartment, including loss of income.
    5. The attorney will be entitled to provide the landlord with notes for the aforementioned amount and the tenant will be prohibited from making any claims in connection with this.
11. **Taxes and payments**:
    1. Government property taxes, if applicable, will be the sole responsibility of the landlord. Payments for municipal taxes, water, electricity, and the house committee (current expenses only) will be the responsibility of the tenant and will be paid by her. The tenant undertakes to present receipts for applicable payments to the landlord within two weeks of any date demanded in accordance with this section. The tenant undertakes to report to the Jerusalem Municipality and the Building Committee her entry into the apartment.
    2. The tenant will deposit 5 blank checks with Adv. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ payable to Bezeq, the Electric Company, the House Committee, the Water Company, and the Jerusalem Municipality. At the end of the rental period, the tenant will bring evidence of satisfaction of the accounts with Bezeq, the Electric Company, the House Committee, the Jerusalem Municipality and the Water Company, and then these checks will be returned to her.
    3. The tenant gives an irrevocable instruction to Adv. \_\_\_\_\_\_\_\_\_\_\_\_ to pay bills for the tenant's debts under this section, within 15 days of the end of the lease.
    4. This section is an integral part of this contract.
12. The tenant undertakes not to change the structure of the apartment, its walls and floor and to maintain and return the apartment as it was on the day this contract was signed. All repairs and/or changes related to the apartment made by the tenant (with the written consent of the landlord) will be transferred at the end of the rental period to the landlord's authority and ownership without the tenant being able to claim compensation or payment for them.
13. At the end of the rental period, the tenant will vacate the apartment including everything belonging to her and return it to the landlord.
14. The tenant hereby declares and confirms that every day’s delay in the delivery of the apartment after the end of the rental period will cause the landlord a loss of proper usage fees and/or damage which the parties have pre-assessed to be $40 per day and the tenant undertakes to pay the landlord this amount from the end of the rental period until she actually vacates without prejudice to the right of the landlord to claim any additional legal remedy, including general and fixed compensation as stated below.
15. As security for vacation of the apartment under the terms of this contract and payment of the rent and payments stated in Section 10 above, the tenant will deposit with Adv. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ promissory notes in her signature and the signature of two guarantors in the amount of NIS 15,000 (fifteen thousand New Israeli Shekels).   
    These notes will serve as security for collection of any amount that the landlord may be due on account of any damage caused to the apartment and/or its accessories during the rental period. The tenant gives irrevocable instruction to Adv. \_\_\_\_\_\_\_\_\_\_\_\_\_ to transmit these notes to the landlord and to fill in missing details at any time that he deems appropriate in accordance with a sworn declaration received by the landlord that the tenant did not completely fulfill the terms of this contract. The aforementioned promissory notes will be considered negotiable bonds from the moment they are delivered by the attorney to the landlord, but the attorney will give 15-day advance notice to the tenant of his intention to transmit the bills to the landlord.
16. It is agreed between the parties that the deadlines specified in this contract are an integral part of the contract and a breach of them will constitute a fundamental breach of the contract.
17. Any waiver, discount or refraining from action or extension will not be deemed a waiver of the lease or waiver of any and/or part of its rights under this contract unless expressly made in writing.
18. The parties declare that they have read this contract and understand it, and they sign it of their own free will.

And in witness, the parties have signed below:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_

Landlord Tenant

Promissory note for a rental agreement

Arranged and signed in Jerusalem on \_\_\_\_\_\_\_\_\_\_\_\_\_

**I, the undersigned \_\_\_\_\_\_\_\_ ID \_\_\_\_\_\_\_\_\_ and**

**\_\_\_\_\_\_\_\_\_ ID \_\_\_\_\_\_\_\_\_**

undertake to pay to the order of the landlord, \_\_\_\_\_\_\_\_\_\_, represented by Adv. \_\_\_\_\_\_\_\_\_\_ in trust, the amount of NIS 15,000 on account of the tenant's obligations under the rental agreement.

Place of payment: The landlord's address listed in the agreement.

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\* The amount of this note will be linked to the CPI published on \_\_\_\_\_\_\_\_\_ (the basic index)

If at the time of payment of this note, the index is higher than the base index, I will pay the amount of this note, increased relative to the rate of increase of the index. However, if the index is equal to or below the base index rate, I will pay this note in its stated amount.

The holder of the note is exempt from all obligations imposed on the holder of a note, including presentation for payment, protest, and notice of non-compliance.

Third Party Guarantee

We the undersigned hereby guarantee, together and separately in third party guarantee payment of this note by its executor:

1.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The name of the Guarantor and his signature ID. Address and Phone

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Workplace Address and Phone at Work Signature Guarantor

2.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of the Guarantor and his signature ID address and phone

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Workplace Address and Phone at Work Signature Guarantor