

Lease agreement No. \_\_\_\_/

Lease Agreement

This agreement is made at Mahidol University, No. 999, Phutthamonthon Sai 4 Road, Salaya Subdistrict, Phuttamonthon District, Nakhon Pathom Province 73170, on the date of month\_\_\_\_\_\_ year \_\_\_\_\_ between

Mahidol University (<u>name of division</u>) by in the position of <u>hereinafter referred to as "lessor</u>" on the one hand, and

(*If the lessee is a natural person*) Name of a Party\_\_\_\_\_\_ located at\_\_\_\_\_\_ Village no.\_\_\_\_ Road\_\_\_\_\_\_ Alley\_\_\_\_\_ Subdistrict\_\_\_\_\_ District\_\_\_\_\_

Province \_\_\_\_\_\_ Postal code \_\_\_\_\_\_ID card no.\_\_\_\_\_ as shown in the copy of the identification card attached to this agreement, hereinafter referred to as "lessee" on the other hand.

Both parties agree to enter into the agreement with the following terms:

# 1. The leased space and the purposes of the lease

	1.1 The lessor agrees to	lease and the lesse	e agree to use the leased building	
located at	Subdistrict	District	Province	
a partial area of t	the floor of	square meters acc	ording to land map	
land No	title deed No		sadu land registry plot No	
the area is	RaiNgan	Square Wah as sh	nown in the map indicating the lo	cation
of the building attached to this agreement, hereinafter referred to as "the leased space."				

1.2 The lessee wishes to use the leased space for.....by using the name of the business as "......" only.

Signature	lessor
Signature	lessee

### 2. Lease duration

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## 3. Documents shall be deemed as an integral part of this agreement

The following documents attached to this agreement are deemed as an integral part of this agreement.

3.1	Appendix 1 Additional conditions attached to the	page(s)
	lease agreement	
3.2	Appendix 2 Maps showing the location of the	page(s)
	building	
3.3	Appendix 3 Copy of the certificate of the Department	page(s)
	of Business Development, Ministry of Commerce,	
	juristic person registration numberissued on	
	month year	
3.4	Appendix 4 Copies of the power of attorney and the	page(s)
	sub-power of attorney	
3.5	Appendix 5 Details about the categories, types, and	page(s)
	products sold by the lessee	
3.6	Appendix 6 Services provided to common areas	page(s)
3.7	Appendix 7	page(s)

Any information in a document attached to this agreement which is contrary to the information in this agreement, the information in this agreement shall apply. In the event that the documents attached to this agreement contain contradictory information, the lessee shall comply with the decision of lessor.

4. Lease fee rate, electricity cost, water supply cost service charges, and payment method

4.1 The lessee shall pay for the leased space to the lessor at the monthly rate of......) baht, where

4.2 The lessee shall pay the electricity and water bills resulting from the use within the leased space and/or arising from the operation of the lessee based on the actual number of units used. Electricity shall be charged at the rate of \_\_\_\_\_\_) baht per unit and water supply

Signature	lessor
Signature	lessee.

However, the electricity cost and/or water supply cost may be changed according to the lessor's notice given to the lessee.

4.3 The lessee shall pay the service charge of common areas at the rate of \_\_\_\_\_\_) baht per square meters in the monthly amount of \_\_\_\_\_\_) baht together with the monthly lease fee payment according to 4.1.

However, the service charge of common areas may be changed according to the lessor's notice given to the lessee.

4.4 On the day of signing this agreement, the lessee has paid for the following items to the lessor:

## 5. Security deposit

On the day of signing this lease agreement, the lessee handed over the security deposit to the lessor to insure the damage caused by the lessee's violation of the lease agreement or violation of legal obligations in cash/bank guarantee issued by a domestic commercial bank in the amount of \_\_\_\_\_\_\_\_) baht according to the receipt Volume\_\_\_\_\_\_ No.\_\_\_\_ dated \_\_\_\_\_\_ month\_\_\_\_\_\_ year \_\_\_\_\_\_

The security deposit shall be returned to the lessee without interest when the lessee is discharged from the obligation under the lease agreement. If the lessee has an outstanding lease obligation or the outstanding liability relating to this lease agreement, the unpaid debts shall be deducted from the security deposit by the lessor.

In this regard, when money is deducted from the security deposit, the lessee must provide additional money to make the security deposit equal to the value specified in the lease agreement within 15 (fifteen) days from the date of receiving notification letter from the lessor.

Signature	.lessor
Signature	lessee

## 6. Taxes, fees and other expenses

6.1 The lessee shall pay land and building taxes or any other taxes as well as fees and expenses related to the leased space under this lease agreement, whether the lease agreement is currently in force or shall be in force in the future on behalf of the lessor. The lessee shall proceed as follows:

6.1.1 In the event that the lessor has already paid such taxes, fees and other expenses to the relevant agencies, the lessee shall reimburse the lessor for them within 15 (fifteen) days from the date of receiving notification letter from the lessor.

6.1.2 In the event that the lessee makes a direct payment to the relevant agencies, a copy of the receipt shall be submitted as evidence to the lessor within 7 (seven) days from the date of the payment.

6.2 In the case where the law requires that the lessee shall withhold income tax from any money paid by the lessee to the lessor under this agreement, the lessee shall withhold such tax correctly and completely and submit it to the Revenue Department within the period specified by law. In this regard, the lessee shall always issue a Withholding Tax Certificate and hand over a copy of it to the lessor as evidence.

## 7. Handover of the leased space

7.1 The lessor shall hand over the leased space to the lessee on the date of \_\_\_\_\_\_ month\_\_\_\_\_ year \_\_\_\_\_\_ such that the lessee can complete the decoration of the leased space before starting the business operation according to the lease duration in 2; and the lessor shall not charge for the leased space during the period of the decoration of the leased space, and the lessee shall open the business at the lease commencement date.

In this regard, if the lessee does not complete the decoration of the leased space or does not open the business within 30 (thirty) days from the lease commencement date, aside from charging the lessee to pay such fines, the lessor has the right to terminate the lease agreement immediately, and forfeit the security deposit and all the money paid by the lessee prior to the termination date. In addition the lessor reserves the right to claim compensation for the damages incurred.

Signature	lessor
Signature	lessee

7.2 During the handover of the leased space, the lessee inspects the leased space and considers that the leased space is in good condition and can be used in accordance with the purposes of the lease in all respects. The lessor does not have any liability for any defect or liability for damage caused by a defect of the leased space; and the lessor is not obliged to return the lease payment previously made by the lessee in any case.

#### 8. Insurance

8.1 In the event that the lessee wishes to enter into a fire insurance contract by himself, the leased space shall be insured with an insurance company approved by the lessor, and the sum insured in an insurance year shall not less than the value of the leased space, and the lessor shall be a beneficiary under the insurance contract throughout the duration of this lease agreement. The lessee shall entirely pay insurance premium on behalf of the lessor. The lessee shall provide the said insurance contract to the lessor within 30 days from the day of signing this contract. The insurance policy shall be deemed as an integral part of this lease agreement. The succeeding insurance contract shall be delivered to the lessor before the existing insurance contract expires.

8.2 In the event that the lessor enters into a building insurance contract, the lessor shall prepare the building insurance contract (which excludes the property of the lessee) and the lessor shall be a beneficiary under the insurance contract. The insurance policy shall be deemed as an integral part of this agreement. The lessee shall comply with the following conditions:

8.2.1 The lessee shall pay the insurance premium in accordance with the guidelines set by the lessor. The premium shall be calculated according to the average premium for the leased spaces throughout the duration of this lease agreement or the duration from the day that the lessee occupies the leased space to the day that the leased space is completely returned to the lessor, whichever is longer. The lessee shall make such payment within the date specified by the lessor.

8.2.2 The lessee shall not act or refrains from acting that causes the building insurance to be voided, canceled or subject to higher insurance premiums.

8.2.2 In case that fire or other disaster (which is not the case that the lessee or his representatives or employees or dependents are also involved) causes partial damage to the leased space and the leased space is in a condition that can be repaired and renovated to good condition, the lessor shall make repairs to fix the damage within the sums received under insurance scheme. If the lessee wants to make repairs beyond the sums received under insurance scheme, the lessee shall bear these additional costs.

Signature	lessor
Signature	lessee

### 9. Obligations and commitments of the lessee

9.1 The lessee shall operate the business under the purposes of the lease and the name of the business as specified in 1 and sell products according to the categories and types as specified in the attachment to this agreement only. Items other than those specified cannot be sold, unless the lessee notifies the lessor at least 30 (thirty) days in advance and receives a written approval from the lessor.

9.2 In sale of food and beverage, the lessee shall not use containers that are harmful to the health or likely to harm consumers, and shall always check the quality of food and beverage and hygienic conditions; the used containers shall be clean as well.

9.3 The lessee shall be responsible for and bear all liabilities and costs in connection with any accident, illness, loss, death or damage to any person, property or privilege benefit occurring in or arising from the leased space or as a result of the condition of or the operation in the leased space.

9.4 The lessee, including his employees and dependents, shall provide good service, be polite, courteous, and honest and make sure that they do not become persons with stigmatized disease or contagious disease by going through a physical health examination from a medical establishment certified by the lessor. In addition the lessee shall control dependents in terms of behaviors and manners towards service users.

9.5 The lessee shall maintain the cleanliness of the leased place, grease traps, and outside areas connected to the leased space to avoid untidiness or messiness, and not dispose of rubbish, sewage, unused items or any excrement in a place other than those specified by the lessee.

9.6 The lessee shall take care of the leased space to be in good condition as a person of ordinary prudence should practice in the preservation of his own property, and the lessee shall be responsible for maintenance, repairs, whether minor or major repairs, in order to maintain the leased space and equipment in the leased space in good condition at the entire expense of the lessee; and the repair shall be done as soon as the defect occurs. Except for the repair of the building structure which is not caused by the lessee's liability, the lessor shall make this repair.

In the event that the lessor detects that the leased space is defective or damaged and informs the lessee to repair the leased space; but the lessee still ignores to make repairs within the period specified by the lessor, the lessee agrees to allow the lessor to enter the leased space to make such repairs and the lessee shall be responsible for the costs incurred from such repairs to the lessor within the period specified in the invoice by the lessor.

> Signature.....lessor Signature....lessee

9.7 The lessee shall not modify, add to the leased space or to build anything on the land around the leased space unless the lessee receives a prior written approval from the lessor.

9.8 The lessee shall not use or allow others to use the leased land for any disgusting thing or a thing having a potential risk to damage the leased land. The lessee shall also not annoy the lessor or people nearby and not doing any unlawful activities or activities contradictory to the order or good moral of the general public.

9.9 The lessee shall not conduct business or make use of or place things, products or equipment on a place outside the leased space, unless the prior written consent is obtained from the lessor. The lessee shall seek a written consent from the lessor from time to time. In case of violation, the lessee agrees to pay a fine at the rate of \_\_\_\_\_\_\_) baht per day from the day following the date of the expiration of the period specified by the lessor that the lessee shall move all belongings out of the area other than the leased space.

9.10 The lessee must always allow the lessor or his representative to inspect the leased space, and the lessee shall provide an appropriate facilitation.

9.11 Aside from the purpose of accommodation, the lessee shall not live in the leased space or allow any person to do so, and shall not bring or allow explosive objects or objects that can easily catch fire or objects that are potentially harmful and/or illegal objects to be stored in the leased space.

9.12 The lessee shall cooperate with the lessor on various safety measures for the building such as fire drills, etc.

9.13 During the lease duration under this agreement, if there is an incident that may make the leased space unsuitable for use or an incident that may cause damage to the lessor or any other incident that may cause harm to the health of the person who uses the service, in such a case, the lessor can order the lessee to temporarily suspend his business and to take corrective action. The lessor shall notify the lessee in writing, and the lessee shall comply with the order immediately. In this regard, the lessee cannot claim compensation for any damages or expenses, and shall pay the lease fee in 4 as usual.

9.14 Throughout the duration of this lease agreement, the lessee shall comply with regulations, notifications, or orders of the lessor regarding the utilization of land and/or buildings of the lessor and in the custody of the lessor, including the laws relating to Ratchaphatsadu land and Ratchaphatsadu building that are currently in force or shall be in force in the future in all respects. Such regulations, notifications, and orders shall be deemed as an integral part of this agreement.

Signature	lessor.
Signature	lessee

9.15 If the lessee fails to comply with any provision of the lease agreement for any reason to the extent that it causes damage to the lessor, the lessee shall be liable and indemnify the lessor for any damage incurred by the lessee's failure to comply with the lease agreement within 15 (fifteen) days from the date of receiving notification letter from the lessor.

#### 10. Redecoration of the leased space

10.1 In the event that the lessee redecorates the leased space and bear the costs of the redecoration, such costs cannot be deducted from the lease fee or any other money paid to the lessor.

10.2 The lessee shall present the construction drawings to the lessor for consideration and provide a copy of the construction insurance policy during the redecoration of the leased space to the lessor. The insurance shall cover the value of the property on the leased space and all materials used for redecoration. In addition, the lessee shall receive a prior written approval from the lessor before commencing the construction or redecoration of the premises.

However, if the redecoration of the premises is not in accordance with the drawings permitted by the lessor, the lessor has the right to order the lessee to demolish the redecoration and/or hire a third party to demolish the redecoration, and the lessee shall be responsible for all costs of this operation.

10.3 All the things that the lessee modifies, improves, decorates, adds to, repairs or builds in the leased space, if they are fixed to the leased space and the demolition of them may cause damage to the leased space, the ownership of such things shall be vested in the lessor and the lessee cannot demand the lessor to pay any compensation. However in any case the lessor retains the right to demand the lessee to demolish the modified, improved, added to, repaired, or built portions from the leased space throughout the lease duration, and/or to hire a third party to do demolition work, and the lessee shall be responsible for all costs of this operation.

However, even in the case where the lessee modifies the leased space, adds something to the leased space or build any structure in the leased space with the approval of the lessor, if the lessor does not want to receive the modified, improved, added to, repaired, or built portions, upon termination of the agreement for any reason, the lessee is obliged to demolish and alter the condition of the leased space to its original condition at the entire expense of the lessee.

10.4 During construction or redecoration work, If there is a contributing factor or action created by the lessee, his representatives, dependents or employees that directly or indirectly

Signature	lessor
Signature	lessee

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causes a damage to other persons, whether they are the lessor's staff or not, or to the lessor's premises or property, the lessee agrees to be liable and entirely indemnify the lessor for any damage.

10.5 This agreement is just an ordinary lease agreement, not a special reciprocal agreement.

## 11. Sublease

The lessee shall not sublease all or part of the leased space or allow any other person to make use of the leased space, and the leased space shall not be used for other benefit, other than the purposes of the lease in 1, unless the written consent is obtained from the lessor.

## 12. Default payments

The lessee shall pay lease fee, taxes, other fees or any liabilities to the lessor in due course. If the payment is overdue, the lessee shall pay a penalty at the rate of 1.5 (one point five) percent per month on such unpaid amount. A fraction of a month shall be counted as one month.

## 13 End of the agreement

13.1 Throughout the duration of this lease agreement, if the lessor has a necessity to use the leased space for the benefit of the state or of the government or of the lessor, the lessee shall allow the lessor to terminate the agreement by giving the lessee a written notice of at least 30 (thirty) days in advance; and the lessor shall not have to pay any remuneration or compensation to the lessee.

13.2 If the lessee wants to terminate this agreement before the expiration of the agreement, the lessee shall provide a written notification to the lessor not less than 180 (one hundred and eighty) days in advance. If the lessee terminates the agreement while utilizing the leased space for less than 1 (one) year, the lessor is not obliged to return the security deposit to the lessee.

13.3 Throughout the duration of this lease agreement, if there is a disaster, fire, or destruction in any way to the leased space without the fault of the lessee or the lessor to the extent that the leased space is damaged and not in a fit state to be used in accordance with the purposes of the lease in 1, it shall be deemed that the lease agreement is terminated immediately, and the lessor is not required to inform the lessee in advance. Moreover the lessee shall not demand for the return of the money paid for the lease.

13.4 Throughout the duration of this lease agreement, if the lessee becomes a bankrupt and is likely to fail to perform agreement or in the event that the lessor has a problem regarding compliance with the agreement and the lessor needs to call the lessee for a meeting but

Signature	lessor
Signature	lessee

the lessee does not go to meet the lessor on the date and time specified in the invitation letter up to 3 times in a row without any legitimate reason, the lessor can terminate the agreement.

13.5 If the lessee fails to comply with any provision of the lease agreement and the lessor sends a notice to the lessee to act correctly within a reasonable period of time specified by the lessor on a case-by-case basis, but the lessee does not act correctly within the said period, the lessor has the right to terminate the lease agreement. Once the lessor exercises the right to terminate the lesse shall allow the lessor to forfeit wholly or partly the security deposit in 5 at the discretion of the lessor and the lessor also has the right to claim other damages from the lessee (if any). Except for cases of the breach of agreement in 7.1, the lessor has the right to terminate the lease agreement and to demand the the lessee to pay for any damage immediately.

13.6 When the lessee makes advance lease payments to the lessor, the ownership of such lease fee shall be vested in the lessor. In any case, the lessee shall not be entitled to demand for the prepaid lease fee. In addition, if the lessor is damaged by the lessee's breach of agreement, the lessee shall pay compensation for expenses and any other loss of benefits to the lessor as well.

14 Proof of payment

The lessor shall issue a receipt to the lessee at the time when the lease fee is paid. The receipt shall have the following important characteristics:

14.1 Mahidol University emblem

14.2 name and address of the payee

14.3 date, month and year of the receipt of payment

14.4 the lessee's name and the leased location

14.5 items and amounts paid

14.6 the signature of the payee

The lessor shall not be responsible for a receipt that does not have such important characteristics.

laracteristics.

## 15. Return of the leased space

15.1 When this lease agreement is terminated for any reason, the lessee shall return the leased space back to the lessor in a neat condition without any defect or damage due to unusual use. If there is such defect or damage, the lessee shall repair the leased space before retuning it in good condition at the entire expense of the lessee. Or the lessee shall allow the lessor to deduct such expenses from the security deposit, or such expenses shall be charged to the lessee, as the case may be, for payment of the repair. In this regard, the lessee and his dependents shall move from the leased space and move the lessee's properties (excluding properties fixed to the leased

Signature	.lessor
Signature	lessee

space in10.3) or someone else's property in the possession of the lessee out of the leased space, and completely return the leased space to the lessor within \_\_\_\_\_\_(\_\_\_\_\_\_) days from the end date of this agreement; and the lessor shall not charge for the leased space during the time the lessee does such an operation. Unless the lessor gives the lessee a written notice of at least \_\_\_\_\_\_\_) days in advance that the lessor do not want to take the property fixed to the leased space in 10.3 as the property of the lessor, the lessee shall demolish such property from the leased space before returning the leased space back to the lessor.

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If the lessor is charged for the repair or improvement of the leased space to be in a neat condition without any defect or damage, as the case may be, the lessee agrees to entirely indemnify the lessor from any costs and the lessee shall not be entitled to claim for demolition, removal costs, or any compensation from the lessor.

15.2 If the lessee does not move the belongings out of the leased space or fails to return the leased space back to the lessor under 15.1, the lessee agrees to pay the lessor a daily fine at the rate of \_\_\_\_\_\_\_\_\_\_) baht per day from the day following the date of the expiration of the period that the lessee shall return the leased space to the day that the lessee completely returns the leased space back to the lessor. In addition, the lessor has the right to refrain from providing public utilities in all leased spaces.

15.3 When this lease agreement is terminated and the lessor exercises the right to terminate lease agreement in writing to the lessee (in the case when this lease agreement is terminated because the lessor exercises the right to terminate the agreement according to any particular case specified in this agreement) or the lessor send a notice to the lessee to return the leased space after the lease agreement is terminated (in the case when this lease agreement is terminated because the end of lease duration under 2 and the lessor does not allow the lessee to renew the lease agreement or in the case when this lease agreement is terminated under 13.2 or 13.3), as the case may be, if the lessee does not completely return the leased space within the period under 15.1, the lessee agrees that the lessor has the right to occupy the leased space immediately upon the lapse of such period and the lessee agrees to allow the lessor to take any action, including breaking any barrier to reoccupy the leased space and it shall not be deemed the lessor or the lessor's representative encroaches on the lessor to seize and retain goods and/or property of the lessee or of any other person in the lessor.

Signature	lessor
Signature	lessee

15.4 The lessor shall not be liable for any damage or deterioration from the seizure, retention, or removal of goods and/or properties under 15.3. If the lessee does not take them back within the period specified by the lessor, it shall be deemed that the lessee waives his rights in those goods or properties and does not have an intention to claim any damages or compensation at all. The lessee agrees to be liable for all expenses including damages incurred. In addition, the lessor has the right to permanently block the lessee from entering the leased space, whereas the lessee shall not bring any civil and/or criminal claim against the lessor or the lessor's representative.

16 Renewal of the agreement

16.1 When this lease agreement is terminated for any reason, but the lessee still occupies the leased space and continues paying the lease fee or any other money payable under this agreement to the lessor; in such case, this agreement shall not be automatically renewed and such payments shall be deemed to be a part of the damage payments which the lessor may accept to mitigate damage or potential damage to the lessor. However it shall not deprive the lessor to claim payment for the portion in excess of the damage.

16.2 If the lessee does not breach the agreement that causes the lessor to terminate the contract, and the lessee wants to renew this agreement, the lessee shall notify the lessor in writing not less than 6 (six) months prior to the end of lease duration. In this regard, the lesser may consider granting the lessee the right to renew the lease agreement provided that the lessee has not breached the agreement during the lease duration; and the lessee shall consider terms and conditions of the new agreement, such as lease fee rate, lease procedure, lease details and other conditions of the lease as specified by the lessor; and the agreement shall be completely made prior to the expiration of the agreement. Otherwise, the lessor shall consider that the lessee no longer wants to lease the leased space and this agreement shall be terminated at the end of lease duration according to the agreement.

Signature.....lessor Signature....lessee

### 17. Demand notice

17.1 As for the demand notice or communication of the lessor to the lessee on any matter under this agreement, when doing any of the following actions, it shall be legitimately considered as sending a demand notice to, or having a communication with the lessee.

17.1.1 When the lessor sends a notice to the lessee directly at the location of the leased space and the lessee affixes the signature to receive the notice, it shall be deemed that the lessee is informed of the notice from the date of affixing the signature. However if there is no recipient of the notice, or there is the recipient but he does not affixes his signature, the lessor can post the notice in front of the leased space, which shall be deemed that the lessee receives the notice after 3 (three) days from the date of posting the notice.

17.1.2 When the lessor sends a notice by registered mail to the leased space or the lessee's address shown in the agreement, it shall be deemed that the lessee is informed of the notice from the date the postman delivers the notice at the leased space or the lessee's address shown in the agreement, as the case may be, no matter whether there is a recipient of the notice or not.

17.2 The lessee agrees to allow the lessor to disclose or provide any information relating to the demand notice or communication in connection with this agreement to the following persons, and it shall be deemed that the lessor legitimately and lawfully sends the demand notice or communication to the lessee according to this agreement when the lessor adopts any of the methods under 17.1.

17.2.1 A manager, representative, employee, or dependent of the lessee who looks after or is stationed at the leased space.

17.2.2 A person in charge or a person residing at the lessee's address as shown in the agreement.

## 18. Amendment of the agreement

This agreement may be amended only when the lessor and the lessee have given their consent to the amendment by entering into a written amendment agreement, and the authorized person of either party affixes his signature and juristic person seal (if any). The amendment agreement shall be deemed as an integral part of this agreement. The amended agreement shall become effective from the date of giving signature to the amendment agreement.

Signature	lessor
Signature	lessee

This agreement is made in two identical copies. Both parties hereto have thoroughly read and understood the agreement, thereby affix their respective signatures and corporate seals (if any) in the presence of witnesses, and each party retains one copy thereof.

> (Signature)\_\_\_\_\_lessor (\_\_\_\_\_)

(Signature)	lessee
(	)

(Signature)\_\_\_\_\_Witness

(Signature)	Witness
(	)

Signature	lessor.
Signature	lessee