

## **APARTMENT FIXED-TERM LEASE CONTRACT (for a corporate customer)**

This Apartment Fixed-Term Lease Contract (hereinafter referred to as "CONTRACT") of an apartment (hereinafter referred to as "APARTMENT") set forth herein is made and entered into on this day of \_\_\_\_\_ by and between K.K CleArth Monthly (hereinafter referred to as "COMPANY") and \_\_\_\_\_ for a temporary residence by \_\_\_\_\_ (hereinafter collectively referred to as TENANT)

### **Article 1 (Agreement of CONTRACT)**

COMPANY and TENANT agree to enter into CONTRACT of a furnished apartment set forth in Exhibit (APARTMENT contracted) attached hereto, the termination of which shall be considered in accordance with the provision stipulated in Article 38 of the Land and House Lease Law that is enforced in Japan.

### **Article 2 (Purpose of this Lease and Obligations of TENANT)**

- (1) TENANT shall not use APARTMENT for any other purposes than a private residential purpose.
- (2) TENANT shall not assign this lease nor sublet APARTMENT or any parts thereof to any third parties.
- (3) TENANT shall:
  - (a) Not have any pets or any animals in APARTMENT or building thereof.
  - (b) Not be allowed to act in a loud, disorderly or unlawful manner in APARTMENT or building thereof.
- (4) TENANT shall not make any changes, including but not limited to painting, additions or improvements, to APARTMENT or any parts thereof, except with COMPANY's prior written consent thereto.
- (5) TENANT shall keep APARTMENT or any parts thereof in safe, clean, sightly, and sanitary conditions at all times.
- (6) TENANT shall dispose of all rubbish, garbage, and other waste in a clean, safe and sanitary manner.
- (7) TENANT, at the expiration of this lease, shall:
  - (a) Vacate APARTMENT and leave APARTMENT in a clean and an original condition, normal wear and tear excepted.
  - (b) Return a key(s) to the COMPANY's office.
- (8) TENANT shall agree to allow COMPANY to remove or dispose of all TENANT's belongings remained in APARTMENT after TENANT has vacated APARTMENT in accordance with Article 2 (7) (a) above, and also agree that the cost of removal or disposal of such belongings is deducted from a security deposit set forth in Article 9 below.

### **Article 3 (Term of Lease)**

The term of CONTRACT (hereinafter referred to as "TERM") shall be set forth in Exhibit (APARTMENT contracted) attached hereto. TERM shall automatically be terminated at the day set forth in Exhibit (APARTMENT contracted) attached hereto.

No extension of TERM shall be considered at the expiration of term of this lease.

### **Article 4 (Rent and Utility Fees)**

The rent and utility fees applicable for APARTMENT shall be set forth in Exhibit (APARTMENT contracted) attached hereto.

### **Article 5 (Payment Terms)**

The payment terms applicable for CONTRACT shall be set forth in Exhibit (APARTMENT contracted) attached hereto.

### **Article 6 (Guarantor)**

COMPANY may ask TENANT to set up a Japanese guarantor (hereinafter referred to as GUARANTOR) with expecting a smooth settlement of CONTRACT. TENANT agrees to set up such a GUARANTOR if available.

### **Article 7 (Settlement of Doubt and Dispute)**

COMPANY and TENANT shall, based on the spirit of sincerity and trust of each other, settle any doubt arising from any interpretation of CONTRACT and of any items not being set forth herein. COMPANY and TENANT agree that the court of jurisdiction court concerning all disputes arising from or relating to this CONTRACT shall be the district court at the place of COMPANY.

**Article 8 (Apartment for this Lease)**

APARTMENT to be contracted between COMPANY and TENANT shall be stipulated in Exhibit (APARTMENT contracted) attached hereto.

**Article 9 (Security Deposit)**

COMPANY may ask TENANT a security deposit (hereinafter referred to as SECURITY DEPOSIT) payable in advance, the detailed amount of which is set forth in Exhibit (APARTMENT contracted) attached hereto. TENANT agrees to pay such SECURITY DEPOSIT in advance. COMPANY will refund SECURITY DEPOSIT to TENANT (to the bank account specified by TENANT in Exhibit (APARTMENT contracted) attached hereto) after the termination of TERM and within thirty (30) days after the day on which TENANT vacates APARTMENT and returns the key(s) of APARTMENT to COMPANY, and APARTMENT is inspected whether:

- (1) All obligations of TENANT have been performed in accordance with CONTRACT and
- (2) APARTMENT and furnishings thereof have not been damaged except ordinary wear and tear, and are left in its original condition.

COMPANY may deduct a certain amount of SECURITY DEPOSIT to offset expenses in restoration for APARTMENT damaged by TENANT's failures or breach of CONTRACT, including but not limited to expense of any repairs or replacements, redecorating and/or refurbishing of APARTMENT and furnishings thereof except ordinary wear and tear, and expense of replacing the key(s) unreturned. Such deduction from SECURITY DEPOSIT shall be itemized and identified by COMPANY in a written notice to be delivered to TENANT.

**Article 10 (Cancellation of CONTRACT/ cancellation charge after entering into CONTRACT)**

- (1) Before move-in

Cancellation of CONTRACT shall be considered only if TENANT's written cancellation notice is received by COMPANY no later than seven (7) days before the expected move-in day. TENANT making such a cancellation shall pay to COMPANY a cancellation charge equivalent to the rent for 7 days.

- (2) After moving-in

(a) No cancellation of CONTRACT shall be considered if TENANT has stayed for 29 days or shorter.

(b) Cancellation of CONTRACT shall be considered with a thirty (30) day notice if TENANT has stayed for 30 days or longer under CONTRACT for the term of 60 days or longer.

Such a cancellation shall occur at the end of the thirty (30) day notice period counting from the date upon which RESIDENT's written cancellation notice is received by COMPANY.

IN WITNESS WHEREOF, the Parties hereto have caused this CONTRACT to be executed in duplicate by TENANT and the authorized personnel of COMPANY on the day and year first above written and each Party keeps one of such executed duplicates.

COMPANY:  
K.K CleArth Monthly  
Address: CONCIERIA Shimbashi (1F)  
4-19-4 Shimbashi, Minato-ku,  
Tokyo 105-0004, Japan  
Keisuke Sawada, Managing Director

TENANT:  
Applicant name:  
Address:  
  
Person responsible:  
Section/Department:

Dweller :  
Address:

JAPANESE GUARANTOR, If any

Exhibit of Apartment Fixed-Term Lease Contract (CONTRACT)

APARTMENT contracted	
Apartment Name	
Descriptions Room No.	
Address	,Tokyo , Japan
Structure	Number of floors Type & room spaced_____m <sup>2</sup>
Terms and conditions	Term Commencing on _____ Terminating on _____ Applicable only for private residence for ( ) resident(s).
Dweller's information	Name Address E-mail address (Fax) (Tel)
Contact person	Name Address and Tel
Applicant's information	Name Address E-mail address (Fax) (Tel)
Security Deposit***	As security for the faithful execution of CONTRACT by TENANT, the amount below as a security deposit is to be payable in advance. Weekly term 50,000 Yen Monthly term 100,000 Yen 3-monthly term 100,000 Yen
Bank information of TENANT**	Bank Name Branch Bank Address Swift code Account Type Account No. Account Name
Rent and payment	Account No. Account Name Payment to ( ) <u>Payment by Credit Card, to be detailed separately</u> Acceptable Credit Card: JCB, VISA, MasterCard, American Express ( ) <u>Payment by Bank Remittance</u> Bank Name Branch Bank Address Account Type Account No. Account Name Due date: Lump sum payment for the rent and deposit is to be performed by 7 days before an expected move-in day.
	Rent*** _____ rent/day _____ Days Yen
	(1) Rent*** in total Yen
	(2) Security deposit**** Yen
	Grand Total (1) + (2) Yen
* Equipped with a kitchen and fully equipped with furnishings and cooking utensils. Browse the concerned floor plan for more details shown on website: <a href="http://www.e-tfa.com">http://www.e-tfa.com</a> . **For refunding security deposit. *** Inclusive of utility fees (for electricity, gas, water) and move-out cleaning fee. **** See Article 9 for the refund policy shown in the Apartment Fixed-term Lease Contract.	