

BUILDING LEASE CONTRACT (FOR RESIDENCE) NEW / RENEWAL

The following lessor _____ (hereafter referred to as the "landlord") and the lessee (hereafter referred to as the "tenant") will enter into a building lease contract under the following conditions.

Two copies of this contract will be made, and, after being signed and stamped with seals of the landlord and the tenant, one copy each will be retained by the landlord and the tenant as proof of the contract.

Date: Year Month Day

Landlord	Address			
	Name	Seal	Tel	
Tenant	Address			
	Name	Seal	Tel	
Guarantor	Address			
	Name	Seal	Tel	

(Representative /Agency) Real Estate Agent

(Representative /Agency) Real Estate Agent	License No. Address Business name Representative's name	License No. of person in charge of transaction Prefectural Governor No. Name
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1. DESCRIPTION OF PROPERTY

Address			
Name		Building No.	____th floor, Room No.
Construction	Building material No. of floors	Floor layout, etc.	

2. LEASE CONDITIONS

Rent	yen/month				
Communal tenance	yen/month				
Payment due	Pay the following month rent by ____ day of Each month.				
How to pay	bank transfer • cash				
Transfer	Institution: Bank Credit Bank Post Office				
	FUTSUU(saving account) • TOUZA (checking account)			Account No.	
	Account Name				
Bring cash to:					
Deposit	yen (equal to..... month's rent)				
Renewal fee					
Period	from(year/mo/day)			(_____years _____ months)	
	to(year/mo/day)				
Date of hand over					
Co-inhabitants	Total number	Names			

Article 1. Contract Period

The terms of this contract will be as stipulated above. However, after discussion between the landlord and the tenant, the contract can be renewed.

Article 2. Rent and Communal Expenses

Due date and how to pay rent and communal expenses (hereafter called "rent, etc.") will be as follows;

- The rent for a period less than one month shall be calculated on a daily rate on the basis of one month being 30 days.
- In the case of economic changes which result from alterations in land rent, public taxes, and the rent becomes inappropriate comparing to that of similar property in the neighborhood, the rent can be altered during the contract period after discussion between the landlord and the tenant.
- In the case of payment of rent, etc. is delayed by the tenant, the delayed penalty shall be added to the payment calculating% from the following day of the due date to the day of payment.

Article 3. Deposit

The tenant must pay the above stipulated amount as deposit to the landlord.

- The landlord must refund promptly the whole amount of the deposit without interest when the contract terminates and the property is vacated. However, when vacating, if there is a delayed payment of rent, or defaults and liabilities in accordance with the contract, the landlord can deduct

the amount of such liabilities from the deposit.

3. In the case of rent modification, if the rent is increased, the tenant will promptly pay the landlord the difference between the old and new rent for months payment. If the rent is lowered, the landlord will promptly pay the tenant the difference between the old and new rent for months payment.
4. The tenant cannot offset the rent or other liabilities by the deposit for the duration of the contract.

Article 4. Payment for Repairs

Except for repairs listed in the separate sheet, for which the tenant is responsible, the landlord is responsible for all repairs to the property.

2. The tenant must inform the landlord as soon as possible of places that need to be repaired.
3. After the tenant informs the landlord as stated in Clause 2, and after a reasonable time has passed the landlord still does not make the repairs as requested, the tenant should inform the landlord again, and if necessary, then proceed to have the repairs done himself. In this case, the landlord must promptly repay the tenant for any costs for the repairs that the tenant paid for himself.
4. The landlord is not responsible for any damage suffered by the tenant for which the landlord is not to blame, such as in the case of a natural disaster.

Article 5. Payment of Public Taxes

The landlord will pay all the public taxes, and the tenant will pay for the use of electricity, gas, water and sewage system, etc. hereafter called "utilities".

Article 6. Responsibilities of the Tenant

The tenant (including co-inhabitants) must observe the following conditions while occupying the property.

- ① The tenant must use the property only for purpose of residence.
- ② The tenant must not alter the original building in any way without the written consent of the landlord.
- ③ The tenant must not transfer the right of lease, or sublet the property, without the landlord's consent.
- ④ The tenant must not engage in acts which endanger the property or disturb the neighbors.
- ⑤ The tenant must use the property carefully and with common sense of the management.
- ⑥ The tenant must not keep pets, excluding birds and fish, without permission from the landlord.
- ⑦ The tenant must not bring in very heavy objects, perilous items, and objects with strong odor without permission from the landlord.
- ⑧ The tenant must inform the landlord in advance and get permission if there is any change in persons co-inhabiting the property.
- ⑨ If there are management and use rules, the tenant must comply with items prescribed by these rules.

Article 7. Cancellation

If the tenant violates any of the obligations numbered below, and despite the landlord's warning within the certain period of time the tenant fails to comply the responsibility, the landlord can cancel the contract. However this does not have to apply to cases in which the violation does not disrupt the good faith between landlord and tenant necessary to sustain the contract.

- ① Clauses one through nine as listed in the article above.
- ② The responsibility to pay rent, etc.

Article 8. Notification of Cancellation of the Contract

The tenant can cancel the contract by giving at least Months' notice to the landlord.

2. In lieu of the notification as stated in the above clause, the tenant can cancel the contract immediately by paying the equivalent amount of rent of the notification period.

Article 9. Conclusion of the Lease

At the time of the conclusion of the contract, the property must be returned to the landlord in its original condition, excluding the natural wear and tear caused by normal use.

2. Any repairs and costs needed to restore the property to its original condition will be decided through discussion between the landlord and the tenant.

3. When the tenant overstays the date of the contract, he must pay times of rent from the day of conclusion to the day of vacation.

Article 10. Guarantor

The guarantor is a person who, with the tenant, is jointly responsible for any liabilities with the landlord which the tenant may incur during the duration of the contract, including the renewed period of the contract, and will fulfill this responsibility jointly with the tenant.

Article 11. Mutual Jurisdiction

If doubts arrive with regard to items not specified in the contract, or the interpretation of the contract, the landlord and the tenant shall discuss and solve them in accordance with the Civil Code, rental and other regulations and in the principle of good faith. Any disputes that arise between the landlord and the tenant due to the contract will be first taken up at a legal court which has jurisdiction over the district in which the property lies.

Article 12. Special Contract Clause

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