

ALDANO

SERVICED APARTMENTS

LEASE AGREEMENT

Concluded between
("Tenant"):

- | | | | |
|---------------------|-------------------|--------------------|------------|
| 1. Apartment no.: | _____ | 2. Type: | _____ |
| 3. Begin: | _____ | 4. End: | _____ |
| 5. Service Package: | X Standard | 6. Final Cleaning: | EUR |
| 7. Rent | | 8. Deposit: | EUR |
- EUR incl. VAT

and the company Reisner Personaldienstleistungen GmbH, 1070 Vienna, Kirchberggasse 33, commercial register number 95025v of the commercial court of Vienna (hereinafter referred to as "ALDANO Serviced Apartments").

WHEREAS the parties agree the following:

I. Leased property and lease purpose

- I.1** The apartment pursuant to article 2. in the building at Apostelgasse 33, 1030 Vienna shall be the leased property.
- I.2** The apartment is of the type pursuant to article 2. The furniture, laundry and kitchen equipment, which is mentioned in the inventory of the premises shall also be leased. Additionally, the *Tenant* shall make use of the Service Package pursuant to paragraph 5, which is provided by *ALDANO Serviced Apartments*.
- I.3** The *Tenant* shall lease the apartment, which forms the subject matter of this agreement, exclusively for the purpose of being used as second home.
- I.4** The *Tenant* expressly subjects itself to the house rules according to annexe 2, which are an integral part of this agreement.

II. Term of the lease

The lease shall be concluded for the duration; it shall commence according to paragraph 3 and end according to paragraph 4 without any further notice being necessary.

ALDANO Serviced Apartments shall be entitled to immediately terminate the agreement if the *Tenant* violates the provisions of this agreement severely and does not stop this violation within 14 days in spite of being requested to do so in writing.

III. Rent

The rent for each interest period pursuant to paragraph 7 shall be due for payment in advance at the first calendar day of the respective interest period with a grace period of 4

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days. The rent shall be a lump sum rent which includes the operating expenses incl. the ordered Service Package as well as the statutory VAT. In the event that the energy, heating and water consumption of the Tenant in the leased apartment considerably exceeds the average consumption, *ALDANO Serviced Apartments* shall be entitled to invoice a reasonably higher price.

IV. **Obligation to preserve**

The *Tenant* has taken over the apartment in a good and useable condition. The *Tenant* shall be obliged to treat the apartment carefully and shall be liable for any damages which arise for *ALDANO Serviced Apartments* from an improper treatment of the apartment. The *Tenant* shall treat and maintain the apartment and its equipment, especially the circuit lines, the gas pipes, the water pipes, the heating and sanitary installations in a manner so that *ALDANO Serviced Apartments* and especially the other tenants of the house in Apostelgasse 33, 1030 Vienna, do not suffer from any disadvantage.

V. **Use**

The *Tenant* shall declare not to derive any legal consequences from temporary disruptions or shutoffs of the water supply, from damages or shutoffs of the water, gas, heating, energy and sewer systems etc.

The *Tenant* shall agree that letters, parcels, notes and possible notifications delivered by the post or any third letter carrier are deposited in a central mailbox. Any mail will not be delivered to a personal mailbox. Mail to the *Tenant* shall be delivered to the apartment by *ALDANO Serviced Apartments*. In the event that any of these above-mentioned documents or objects gets lost or damaged, *ALDANO Serviced Apartments* shall not assume any liability or other responsibility.

Modifications inside the apartment or on its outside may only be made with the consent of *ALDANO Serviced Apartments*. *ALDANO Serviced Apartments* shall be entitled at its own discretion to take these investments over free of charge at the end of the lease agreement or to request their removal by the *Tenant*. In the event that the *Tenant* does not fulfil its obligation to remove these investments, *ALDANO Serviced Apartments* shall be entitled to remove them itself or to have them removed by third parties, at the expense of the *Tenant*.

VI. **Subleasing or other assignment**

The *Tenant* shall not have the right to completely or even only partly sublease or assign the apartment to a person other than the service user mentioned in paragraph 1.

VII. **Entering the apartment by *ALDANO Serviced Apartments***

VII.1. In case of imminent danger, *ALDANO Serviced Apartments* or persons commissioned by it (e.g. service personnel) shall at any time be entitled to enter the apartment, in case of valid reasons (especially for providing agreed services, for establishing repairs and carrying out these repairs, for inspecting in case of lease or sale, termination or similar) they shall be entitled to enter the apartment any time during the usual day and business hours, and in

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reasonable intervals during the usual day and business hours for determining the compliance with the contractual obligations by the *Tenant*.

VII.2. In the event that a temporary vacating of the apartment or of parts of the apartment is necessary, especially for carrying out repair, and if *ALDANO Serviced Apartments* can neither be blamed for intention nor for gross negligence, the *Tenant* shall oblige to vacate the apartment for the respectively necessary duration, while being provided with a substitute apartment by *ALDANO Serviced Apartments*.

VIII. Other

VIII.1. For the term of the agreement and prior to moving in the apartment, the *Tenant* shall make a deposit pursuant to paragraph 8. This sum shall pass into the ownership of *ALDANO Serviced Apartments*. *ALDANO Serviced Apartments* shall be entitled to use this sum for the remedy of possible damages of the apartment which were caused by the *Tenant* and for the redemption of possible rent payments in arrears. In the event that *ALDANO Serviced Apartments* uses this deposit, it shall notify the *Tenant* thereof. The *Tenant* shall be obliged to refill this deposit to the initial amount within eight calendar days; otherwise *ALDANO Serviced Apartments* shall be entitled to immediately terminate the agreement by giving an additional time of eight days. Provided that there are not claims on the part of *ALDANO Serviced Apartments*, it shall be obliged to repay this deposit to the *Tenant* at the end of the lease agreement without interests.

VIII.2. Setting the rent off against counter claims shall be excluded, unless these claims are acknowledged by *ALDANO Serviced Apartments* or have been established by court.

VIII.3. For any dispute arising out of this lease agreement, the court having jurisdiction *ratione loci* and *ratione materiae* shall be agreed for *ALDANO Serviced Apartments*, with *ALDANO Serviced Apartments* additionally being entitled to claim its rights before any other court having jurisdiction *ratione loci* and *ratione materiae*. Austrian law shall be the applicable law.

VIII.4. The following annexes shall form an integral part of this lease agreement:

Annexe 1: Description of furnishings and inventory of the premises

Annexe 2: House rules

Vienna,

The Tenant

ALDANO Serviced Apartments
Reisner Personaldienstleistungen GmbH

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RULES OF THE HOUSE

1. Please refrain from behaviour which will disturb other tenants or which is not reasonable, in particular noise outside of the rental property is not permitted. Also inside the rental property, the *tenant* must refrain from disturbing the remaining tenants. Radio, television and devices for play back of music are to be set at a low volume. From 22:00 to 6:00 and from 12:00 to 14:00 the house must be kept quiet.
2. Please refrain from endangering or disturbing the remaining tenants, but also passers-by, in particular due to formation of dust, spilling, spraying or distributing fluids, or substances which are bad smelling or harmful to health.
3. Please refrain from damaging or contamination of the shared areas of the house, in particular the yard areas and the stair cases, as well as the communal areas such as the washhouse and communal terrace.
4. The setting up and storage of any kind of chattel outside of the rental property, as well as the storage of vehicles and methods of transport such as bicycles and motorbikes, cars, pushchairs etc. require the permission of *ALDANO Serviced Apartments*. It is forbidden to dry washing at the windows or in the passage.
5. In order to avoid weather-induced damages, the doors and windows of the rental property and in the communal areas of the house, are to be kept closed in wind, rain, snow, or frost according to the regulations. Balconies and similar areas belonging to the rental property are to be kept free of snow, foliage and other unusual loads.
6. The lift is to be used according to the instructions.
7. The rental property is to be ventilated and heated according to the regulations. Water spigots are to be kept sealed, broken panes of glass must be replaced immediately and all other damages must be repaired at your own cost.
8. Pets are only allowed with the permission of *ALDANO Serviced Apartments*.
9. The *tenant* was given a set of keys and/or key cards for the duration of the rental agreement. It is forbidden for the *tenant* to duplicate those. In the case of loss, damage or other uselessness the *tenant* must inform *ALDANO Serviced Apartments* immediately and bear the costs for the necessary reprogramming and/or repairs.
10. In the case of damages, functional disturbances and other defects to the rental property including the rental fixtures the *tenant* must notify *ALDANO Serviced Apartments* immediately. *ALDANO Serviced Apartments* will assign the job to their consistently co-operative company and send the *tenant* a bill for any replacement costs. If the *tenant* assigned a third party company independently, they must bear all costs themselves - even if it deals with the rectification of damages which are in the area of responsibility of *ALDANO Serviced Apartments*, which would not have occurred if the *ALDANO Serviced Apartments* had been assigned.
11. In the case of internet usage, every user is obliged to adhere to the following rules: It is not permitted to use internet access for illegal purposes, to affect, hinder or limit other users or the network by excessive use or unfair behaviour (e.g. spamming). Users may not sell on internet access

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or submit the internet access elsewhere. Furthermore, users may not provide access to server services or network services. The user is liable for loss and vandalism of the accepted internet components. Users will be billed for forced entry due to infringement of these regulations.

12. *ALDANO Serviced Apartments* accepts no liability for damages, as far as *ALDANO Serviced Apartments* does not show gross negligence or intent in the case of loss. The *tenant* must not hold *ALDANO Serviced Apartments* responsible for damages or complaints, if a third party infringes any requirement of *ALDANO Serviced Apartments* due to the behaviour of the *tenant*.

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