



LEASE AGREEMENT FOR RESIDENTIAL PURPOSES

Between

[Name]

[As Landlord]

AND

[NAME]

[As Tenant]

You should be aware that we provide these documents in good faith and trust them to be updated at the time of publication. However, you should be mindful that supervening laws and events may make them out-of-date. We recommend you to seek legal counsel to review and adapt those forms for your own use and to advise you on any specific legal questions you may have regarding the legislation and forms that are published in this website. We also recommend you to look for updates of any legislation that is quoted or published in our website.

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LEASE AGREEMENT FOR RESIDENTIAL PURPOSES

Day-Month-Year

Between:

[NAME], [MARITAL STATUS], holder identify card number [INSERT], issued by the Civil and Criminal Identification Center of [INSERT] on [DATE], taxpayer number [INSERT NUMBER], resident at [street/avenue, police number, floor, locality] ("Landlord");

And

[NAME], [MARITAL STATUS] holder identity card number [INSERIR], issued by the Civil and Criminal Identification Center of [INSERT] on [DATE], taxpayer number [INSERT NUMBER], resident at [street/avenue, police number, floor, locality] ("Tenant").

The parties hereby agree to this Lease Agreement for Residential Purposes ("Agreement"), subject to the following clauses:

1. SCOPE OF THE AGREEMENT

Subject to the terms and conditions of this Agreement, the Landlord leases the property located at [ADDRESS] and registered at the Property Registrar of [●] (*Conservatória do Registo Predial*) under number [●], and registered before the Tax Authorities under article [●] ("Property") for residential purposes, to the Tenant, who accepts the lease.

2. DURATION AND RENEWAL

The lease of the Property enters into force on [INSERT DATE] and shall have a duration of [five years] [INSERT DURATION] renewable for [two-year] periods, unless either Party terminates the lease before its term or declares not to wish the lease to be renewed in accordance with Clause 8 of this Agreement.

3. RENT AND SECURITY DEPOSIT

- 3.1. The Tenant shall be incurred a monthly rent in the amount of € [AMOUNT] ("Rent").
- 3.2. The Rent shall be increased annually at the same rate as Inflation Rate Index published by the Portuguese National Statistics Institute (*Instituto Nacional de Estatística*) for the preceding year. The Rent increase must be communicated in writing by the Landlord to the Tenant at least one month in advance from the month in which the increase will become effective.
- 3.3. The Rent shall be paid in arrears on or before the eighth business day of the month preceding the month to which it relates by wire transfer to the account [of the Landlord with bank [BANK NAME] with IBAN [●]] [designated by the Landlord].
- 3.4. On the date of execution of this Agreement, the Tenant pays to the Landlord to the Landlord a security deposit in the amount of € [AMOUNT], corresponding to the sum of



one month's Rent and the first month's Rent, as guarantee for the performance by the Tenant of [her / his] obligations under this Agreement.

- 3.5. The Landlord may use the Security Deposit to pay any unpaid Rent which has fallen due and / or to cover any costs and expenses the Landlord may have as a result of the Tenant's breach of the Agreement, including without limitation the cost of repairs to the Property for damages caused by or for which the Tenant might be responsible.

4. **OBLIGATIONS OF THE LANDLORD**

The Landlord hereby undertakes to:

- (a) Hand over the Property on or before [DATE]. In case the Property is not handed over to the Tenant by [DATE], the Tenant will have the right to immediately terminate the Agreement, without paying any compensation to the Landlord;
- (b) Make the repairs that may be necessary to ensure the Property is fit to be used for residential purposes;
- (c) Give the Tenant 90 days prior notice of any works to be made in the Property that may affect the use of the Property; and
- (d) Pay the Municipal Property Tax (*Imposto Municipal sobre Imóveis*) and any other taxes, levies and condominium fees concerning the Property.

5. **OBLIGATIONS OF THE TENANT**

By signing this Agreement, the Tenant hereby undertakes to:

- (a) Pay the Rent;
- (b) Use the Property in a prudent manner;
- (c) Pay any costs and expenses relating to the use of the Property, including without limitation water supply, electricity, gas and telecommunications services.
- (d) Not damage the furniture listed in the inventory attached hereto as Annex 1, the water pipes, the gas facilities, electric switches, sewage system, accessories and other equipment pertaining to the Property;
- (e) Not to use the Property for any other purpose other than as the Tenant's private residence and [her / his] family;
- (f) Return the Property to the Landlord, upon termination of the Agreement, in good condition; and
- (g) Indemnify the Landlord for any damages caused to the Property.

6. **REPAIRS AND IMPROVEMENT WORKS**

- 6.1. The Tenant must request the prior written authorization of the Landlord to carry out any improvements or other works in the Property, with the exception of any repairs that do not



involve demolitions, structural changes or the replacement of materials used in the Property.

- 6.2. Upon termination of the Agreement, for whatever reason, the Tenant may not claim any retention rights or require any compensation for any repairs or improvements she / he may have made in the Property.

7. LIABILITY OF THE TENANT FOR DAMAGES TO THE PROPERTY

Upon termination of the Agreement, for whatever reason, the Tenant shall indemnify the Landlord for any damages to the Property which do not result from a normal and prudent use thereof.

8. EARLY TERMINATION AND OPPOSITION TO THE RENEWAL OF THE AGREEMENT

- 8.1. The Tenant may early terminate the Agreement, at any time after the [first six months], by notifying the Landlord not less than [120 days] of the intended term of the Agreement.
- 8.2. This agreement will automatically renew at the end of each term unless either party gives the other written notice of termination at least [120 days] prior to the end of the relevant term.

9. TERMINATION FOR BREACH

- 9.1. Either party may terminate the Agreement in case the other party fails to comply with [his / her] obligations set out in the Agreement or the law.
- 9.2. Notwithstanding the non-defaulting party termination right, failure by either party to comply with the obligations set out in this Agreement, gives the non-defaulting party the right to be indemnified for the damages caused by the default.

10. NOTIFICATIONS

All notifications and communications regarding the Agreement shall be done in writing and sent by registered mail with acknowledgment of receipt to the addresses indicated in this Agreement.

11. MISCELLANEOUS

- 11.1. This Agreement constitutes the entire agreement between the parties and cancels and supersedes all prior negotiations, representations or Agreements, whether written or oral, between the parties prior to the date of this Agreement.
- 11.2. Any issue not provided for in this Agreement will be governed by the applicable law, including but not limited to the provisions of articles 1108 *et seq.* of the Portuguese Civil Code and of the New Urban Lease Law.
- 11.3. Any amendment, modification or addendum to this Agreement shall be done in writing and executed by the Landlord and the Tenant.

Executed in Lisbon on [DAY] [MONTH] [YEAR].



[NAME]

[NAME]