

TENANCY AGREEMENT FOR "TEC GERANIO RESIDENCE"

THIS TENANCY AGREEMENT IS ENTERED BY AND BETWEEN _____ (HEREINAFTER "THE LANDLORD") AND _____ (HEREINAFTER "THE STUDENT"), ACCORDING TO THE TERMS AND CONDITIONS SET FORTH BELOW.

STATEMENTS:

"**THE LANDLORD**" states that the "**TEC GERANIO RESIDENCE**" is fully furnished and has seven rooms with a single bed and four rooms with a double bed; wireless internet service; a dining room; two living rooms, one of which has a television; a kitchen with laundry space (washing machine, dryer and ironing board); a study room; five bathrooms. One of the living rooms has an XBOX 360 console and a DVD player. Likewise, "**THE LANDLORD**" states that everything described above is in satisfactory condition and good working order. The aforementioned, as well as furniture, appliances and accessories are inventoried in the **AGREEMENT ADDENDUM No 1**.

"**THE STUDENT**" states to be of _____ nationality, with passport number _____ and is eligible for entering this temporary agreement and by doing so, is acting in good faith.

"**THE STUDENT**" states his/her intention to preserve the satisfactory condition of the "**TEC GERANIO Residence**", of the furniture, appliances and accessories in it, as well as the intention to save water, electricity and gas.

"**THE STUDENT**" also states his/her intention to uphold an honorable behavior, both within the "**TEC GERANIO Residence**" and its surroundings, and shall not hold loud parties.

Finally, "**THE STUDENT**" states that for the sake of the common well-being of all tenants, he/she shall always maintain the order and preserve the hygiene conditions and health standards required by the Sanitary Code.

Both Parties, "**THE LANDLORD**" and "**THE STUDENT**", agree to sign this agreement and comply with the following clauses:

CLAUSES:

FIRST. The deadline to sign this agreement will be January 2nd (or August 2nd), year 20___, and once the due date has expired, this agreement will be considered as accepted and signed by both Parties.

SECOND. Only one student is allowed to reside in each bedroom and no one other than the students may stay overnight in the common areas. (See Clause eleventh)

THIRD. The monthly rent for each room is of \$4,000 Mexican pesos, per student, for the duration of **FIVE FULL MONTHS**, and the first payment shall be made within the first two days of January (or August). The subsequent monthly payments shall be made within the first two days of each month, as well. The aforementioned payments grant "**THE STUDENT**" the right to use Room Number ___ as well as the common areas of the house. The monthly fee does not include food nor room cleaning services, nor kitchenware cleaning; all utensils shall be washed by the person who used them.

The monthly payments shall be made according to the following table:

DUE DATE			AMOUNT
Security Deposit	Before January 2nd, 20__	Before August 2nd, 20__	\$4,000 Mexican pesos
1st month:	Before January 2nd, 20__	Before August 2nd, 20__	\$4,000 Mexican pesos
2nd month:	Before February 2nd, 20__	Before September 2nd, 20__	\$4,000 Mexican pesos
3rd month:	Before March 2nd, 20__	Before October 2nd, 20__	\$4,000 Mexican pesos
4th month:	Before April 2nd, 20__	Before November 2nd, 20__	\$4,000 Mexican pesos
5th month:	Before April 2nd, 20__	Before December 2nd, 20__	\$4,000 Mexican pesos

FOURTH. Once this agreement is signed, **"THE STUDENT"** shall pay the total amount corresponding to the first month of rent as well as a Security Deposit. Said Security Deposit acts as a guarantee for **"THE LANDLORD"** for possible damage caused due to misuse of the property, both within the assigned room, as well as of furniture in the common areas, appliances, equipment or accessories. This guarantee consists of an additional payment for the amount of \$4,000 Mexican pesos. This amount shall be returned to **"THE STUDENT"** at the end of his/her stay at the house as long as there are no outstanding payments owed to **"THE LANDLORD"**. This Security Deposit shall not be **"THE STUDENT"** wishes to move out of the **"TEC GERANIO Residence"** before the fifth month is over, he/she shall inform **"THE LANDLORD"** the intend to do so in order for the Security Deposit to be returned to him/her on the day he/she moves out as long as rent for the fifth month has already been fully covered.

FIFTH. If **"THE STUDENT"** only occupies the property for less than a month, he/she shall fully cover the monthly fee plus a penalty fee of another month's rent for \$4,000 Mexican pesos. If **"THE STUDENT"** wishes to move out before the second month is over, he/she shall pay the full monthly fee plus a penalty fee of half a month's rent, that is, \$1,750 Mexican pesos. In any of these cases, and if there has been damage in the property caused by **"THE STUDENT"**, it shall be deducted from the Security Deposit.

SIXTH. The first monthly fee and the Security Deposit shall be paid in cash. From the second month on, the payment may be made (within the due date) in cash or via a bank deposit to the following account: Bank _____, account number _____ with the name _____. The student's name shall be noted down on the **"REFERENCE"** field. The banking voucher shall serve as proof of payment.

SEVENTH. This agreement is valid for a term of FIVE MONTHS, starting on January 1st (or August 1st) and ending on May 31st (or December 31st). If **"THE STUDENT"** wishes to stay at the **"TEC GERANIO Residence"** for another semester he/she must cover another month's rent in advance in order to have the right to reserve the room for an additional semester; said payment will count towards the first month's rent. If **"THE STUDENT"** wishes to stay at the residence for a few more days after the five months term is over, a fee of \$350 Mexican pesos per extra day, will apply. In such a case, the Security Deposit shall be returned to **"THE STUDENT"** once his/her stay at the **"TEC GERANIO Residence"** is over.

EIGHTH. **"THE LANDLORD"** is responsible for covering normal electricity consumption of the residence and each of its rooms; normal water consumption; gas for the kitchen and water heater; as well as for property tax and common areas cleaning. Any damage or robbery that may take place in common areas shall be covered by the student responsible for said damage. If the identity of the person responsible for the damage is unknown, repair fees shall be prorated and covered by all the tenants. Missing furniture, accessories, electronic devices, appliances or any other objects, will be paid for by the offender, and if the identity of the offender is unknown, the cost of the missing object shall be prorated and covered by all the tenants.

NINTH. "THE STUDENT" hereby agrees to make good use of their assigned room as well as of all the other areas and services of the property during the entirety of their stay. **"THE STUDENT"** also hereby agrees to save gas, water, and electricity to the extent possible. **"THE STUDENT"** hereby agrees to make proper use of the internet connection, without affecting any other tenants. **"THE STUDENT"** also agrees to keep common areas clean and organized after using them, for the sake of other tenants. **"THE STUDENT" SHALL NOT USE ANY AREA OF THE PROPERTY TO HOLD LOUD PARTIES OR SIMILAR ACTIVITIES.**

TENTH. "THE STUDENT" shall not remove, move, modify or add furniture or accessories from the **"TEC GERANIO Residence"**. Any damage caused by a student to the property, furniture, appliances, devices or anything considered in the inventory, except only for all ordinary wear and tear, shall be covered by the student or deducted from their Security Deposit. **"THE STUDENT"** may not move furniture from its place. Any improvements made in contravention to this agreement, even if useful, necessary or decorative, shall remain for the benefit of the property and **"THE STUDENT"** shall not have the right to ask for payment or compensation for them. **"THE STUDENT"** may not at any point and for any reason remove any furniture, accessory, electronic device or item from the residence. Should this occur, the person responsible shall immediately cover the cost of what was removed from the residence.

ELEVENTH. NON-RESIDENTS ARE FORBIDDEN FROM STAYING THE NIGHT AT THE "TEC GERANIO RESIDENCE" IN THE COMMON AREAS, NOR IN THE ROOMS. Should a non-resident stay the night at the property, the student responsible for the transgression shall have to pay \$1,000 (one thousand Mexican pesos) per night, per person staying.

TWELFTH. Use, consumption or distribution of any kind of drugs or alcoholic beverages is strictly forbidden within the **"TEC GERANIO Residence"** or its surroundings, as stipulated by the Federal Mexican law and the codes of the Instituto Tecnológico de Estudios Superiores de Monterrey. If **"THE LANDLORD"** detects any transgression of this nature within the residence or its surroundings, the student **SHALL BE ASKED TO LEAVE THE PROPERTY IMMEDIATELY** and **"THE STUDENT"** shall pay **"THE LANDLORD"** the full amount for that month's rent plus a penalty fee, as established in the fourth and fifth clauses. The same shall apply in case other tenants, neighbors and/or people close to the residence are affected in any way, directly or indirectly, by the consumption of drugs, alcohol, loud parties or damages caused by **"THE STUDENT'S"** guests.

THIRTEENTH. "THE STUDENT" is responsible for any guests he/she invites to the **"TEC GERANIO Residence"**, therefore, his/her guests will also be forbidden from consuming alcoholic beverages, smoking, or using drugs within the residence. Should a transgression of this nature take place, **"THE LANDLORD"** may ask **"THE STUDENT"** to leave the **"TEC GERANIO Residence"** and terminate this agreement. **"THE STUDENT"** shall pay **"THE LANDLORD"** the full amount for that month's rent plus a penalty fee, as established in the fourth and fifth clauses. Any damage caused by these behaviors shall be deducted from the Security Deposit.

FOURTEENTH. On the day **"THE STUDENT"** leaves the **"TEC GERANIO Residence"**, **"THE LANDLORD"** and **"THE STUDENT"** shall meet in order to respectively return and receive the Security

Deposit, as long as there are no outstanding payments owed to **"THE LANDLORD"** and as long as **"THE STUDENT"** has left their assigned room clean and organized and has not left any belongings in the street or surroundings of the house. Likewise, the Security Deposit shall be returned after being deducted the cost of furniture, accessories, appliances or devices that may have been damaged or gone missing. In case there are no outstanding payments owed, **"THE LANDLORD"** shall at that moment fully return the Security Deposit in cash to **"THE STUDENT"** and **"THE LANDLORD"** shall not be able to collect any amount of money after the fact, for any reason. Lack of electricity, gas or any other services not attributable to **"THE LANDLORD"**, shall not be a cause to grant **"THE STUDENT"** any rights.

FIFTEENTH. Due to the commitment undertaken by entering this agreement, **"THE LANDLORD"** is not responsible for any issued caused by misuse of the **"TEC GERANIO Residence"**, nor for any possible accidents, incidents or death inside or outside the house. **"THE LANDLORD"** shall also not be responsible for possible illness of **"THE STUDENT"**, nor for any internal or external robbery. Therefore **"THE STUDENT"** agrees to always keep the two access doors properly locked.

SIXTEENTH. Agreement Addendum No. 1, related to the inventory of furniture, appliances and accessories, is an essential part of this agreement, which is mandatory. In case **"THE STUDENT"** fails to comply with any of the obligations originated by this instrument, or is responsible for any other serious issue, **"THE LANDLORD"** may terminate this agreement at any time and **"THE STUDENT"** shall have to pay the penalty fee described in the aforementioned articles.

The **INSTITUTO TECNOLÓGICO Y DE ESTUDIOS SUPERIORES MONTERREY** may act as a mediator in any controversy that occurs between **"THE LANDLORD"** and **"THE STUDENT"** due to the commitment undertaken in this agreement by the two Parties, from this moment and onwards.

For evidence and commitment of both informed Parties, **"THE LANDLORD"** and **"THE STUDENT"**, and to ratify its value and content, this agreement is signed in the City of Atizapán de Zaragoza, State of México, México, on this day, January 1st (or August 1st), 20__.

"THE STUDENT'S" name:

Signature _____

"THE LANDLORD'S" name:

Signature _____

NOTE: This agreement will be written in Spanish because be signed in Mexico.