

LEASE TERMS AND CONDITIONS

Unless otherwise provided in these Lease Terms and Conditions, the terms below that start with a capital letter have the scope and definition set out in the tenancy agreement between the Lessor and the Tenant (hereinafter the “Tenancy Agreement”).

ARTICLE 1. DESCRIPTION – INVENTORY

- 1.1. For the description of the Leased Property see the Tenancy Agreement.
- 1.2. An entering inventory will be done before the Tenant takes possession of the Leased Property on the date notified by the Lessor. The Tenant is required to attend to or to be represented at this inventory. If the Tenant does not attend to or is not represented at the entering inventory on the date notified by the Lessor, this entering inventory will be done by the representative of the Lessor and will be deemed contradictory and enforceable against the Tenant.
- 1.3. A closing inventory will be done at the latest 48 hours after the departure of the Tenant under the same terms. The Tenant is required to attend to or to be represented at this inventory. If the Tenant does not attend to or is not represented at the closing inventory on the date notified by the Lessor, this closing inventory will be done by the representative of the Lessor and will be deemed contradictory and enforceable against the Tenant.
- 1.4. The Tenant will be required to fully indemnify the Lessor for any rental damage, any direct and indirect damage reported in the closing inventory, including a potential inoccupancy indemnity.
- 1.5. In addition to the foregoing, the Lessor reserves the right to charge the cleaning costs of the Leased Property if, in the opinion of the Lessor, it is not left in order and in a pristine state by the Tenant at the end of the leasing period (as agreed in advance in the rental agreement) .
- 1.6. Any work aimed at embellishing, upgrading or renovating the Leased Property may be carried out by the Tenant or under his responsibility only after obtaining prior written approval of the Lessor (who may refuse to grant permission without having to justify that decision) and, when appropriate, of the relevant authorities.

ARTICLE 2. DURATION

- 2.1. The duration of the lease is specified in the Tenancy Agreement. Unless a derogation is provided for under the Tenancy Agreement, the Leased Property is available only from Monday to Sunday, from 9am to 10pm.
- 2.2. The Tenancy Agreement is not subject to any renewal or extension, unless agreed otherwise by both Parties in the Tenancy Agreement.
- 2.3. If the Tenant fails to leave the Leased Property immediately at the end of the agreed leasing period, each additional hour of occupancy shall be charged to the Tenant at the hourly rate provided for in the Tenancy Agreement, plus a 50% charge of this hourly rate. It is understood that any partially completed hour is fully due, without prejudice to any other right of the Lessor, including the right to claim compensation for actual damages. Even in case of late arrival and / or early departure, the full amount of the reservation is due by the Tenant.

ARTICLE 3. PURPOSE – TRANSFER – SUB-LEASING

- 3.1. The Leased Property shall be used solely to organize one-time activities and events, such as conferences, lectures, presentations, cocktails parties, dinners, training sessions, courses or seminars, exhibitions, workshops or rehearsals or meeting rooms, shows, relaxation or sport activities, receptions, scientific and cultural events, and other similar events.
- 3.2. The Tenant is prohibited to change the purpose of the Leased Property and he acknowledges and agrees that the Lessor has given his consent to the lease in prospect for the activity specifically defined by the Tenant in the Tenancy Agreement.
- 3.3. The Tenant acknowledges and agrees that the purpose of the Leased Property formally excludes any accommodation activity (including the accommodation in the Leased Property of participants to the activity organized by the Tenant) and any religious, political, private or family events, or exclusively commercial events or any events that would be incompatible with the layout of the Leased Property.
- 3.4. The Tenant shall not transfer his rights nor sublease the Leased Property.

ARTICLE 4. RENTAL CHARGES – SECURITY DEPOSIT – TERMS OF PAYMENT – DEFAULT OF PAYMENT

- 4.1. The rental price is determined in the Tenancy Agreement.
- 4.2. The full amount shall be paid at least 10 working days prior to the rental date on the bank account BE82 0689 3581 1668 Swift Code GKCCBEBB opened in the name of the Lessor. The payment is a prerequisite for the reservation to become final. Notwithstanding the foregoing, if the Tenancy Agreement is signed less than 10 working days prior to the rental date, the payment shall be due at the latest 24 hours after the signature of the Tenancy Agreement and, in any case, prior to the rental date.
- 4.3. The Tenant agrees to pay a security deposit of € 1000. This security deposit shall be paid at the latest 3 days prior to the rental date, either by bank transfer on the bank account [BE82 0689 3581 1668 Swift Code GKCCBEBB opened in the name of the Lessor, or by a reservation on a bank card or a credit card.
- 4.4. Any amount due to the Lessor in order to repair the Leased Property, in particular pursuant to articles 1.2 to 1.5 of the Lease Terms and Conditions, may be levied by the Lessor on the security deposit referred to in article 4.3 above, without the Tenant being able to oppose it. The available balance, if any, shall be returned to the Tenant (or released in the case of a reservation on a bank card or a credit card).
- 4.5. In case of any late payment, for whatever reason, of any amount due pursuant to the Tenancy Agreement, the unpaid amounts shall be subject to a [12 %] interest per year starting at the due date, calculated on a daily basis based on a year of 365 days. In addition, any unpaid amount will also be increased with a [10%] flat-rate fee.

ARTICLE 5. CHARGES - TAXES

- 5.1. All the ordinary charges, such as internet, water, electricity, cleaning and heating charges are included in the rental price of the Leased Property, unless otherwise provided in the Tenancy Agreement.
- 5.2. All taxes of whatever nature regarding directly or indirectly the Leased Property and relating to the agreed leasing period shall be paid by the Lessor.
- 5.3. Notwithstanding the above, the Tenant is solely responsible for the taxes and charges relating to any occupancy of the Leased Property beyond the leasing period, in addition to the provisions of article 2.3 of the Lease Terms and Conditions.

ARTICLE 6. TERMINATION - RESCINDING

- 6.1. Termination of the Tenancy Agreement by the Tenant shall be notified by the Tenant per email with acknowledgment of receipt to the address info@lab62.org, prior to the beginning of the leasing period provided for in the Tenancy Agreement.
- 6.2. If the aforesaid notification occurs more than 7 working days prior to the beginning of the leasing period provided for in the Tenancy Agreement, the rental price shall not be due by the Tenant.
- 6.3. If the aforesaid notification occurs less than 7 working days prior to the beginning of the leasing period provided for in the Tenancy Agreement, the Tenant shall pay the full amount of the rental price, the Parties agreeing that a period of less than 7 working days does not reasonably enable the Lessor to find another tenant for the relevant period. In addition, in this case, the Lessor may seek additional damages if the damage is superior to the agreed rental price, for instance on the ground of services or steps taken in the prospect of the rental by the Tenant or at his request.
- 6.4. The Lessor has the right to rescind the Tenancy Agreement unilaterally with written notice (an email sent to the address given by the Tenant in the Tenancy Agreement being sufficient) at least 1 month prior to the beginning of the leasing period provided for in the Tenancy Agreement, without any compensation or damage due to the Tenant.
- 6.5. Without prejudice to any other right, the Lessor may rescind unilaterally without notice, nor compensation the Tenancy Agreement in case the Tenant fails to fulfil his obligations pursuant to the Tenancy Agreement, the Lease Terms and Conditions and/or the House Rules, and has still not fulfilled his obligations 48 hours after formal notice is sent by the Lessor.

ARTICLE 7. USE OF THE LEASED PROPERTY

- 7.1. The Tenant agrees to occupy the Leased Property in good faith and to follow the specific instructions that may be given to him orally or in writing by the Lessor or one of his representatives, and to comply with the House Rules. This obligation of the Tenant also applies to the common areas.

- 7.2. The Tenant agrees, at the Lessor's full discharge, to observe and strictly abide by the legal, regulatory and contractual provisions applicable to the occupancy of the Leased Property and to any activity he organises in the Leased Property, including, but not limited to, the current hygiene and safety standards. In particular, he shall ensure that the number of guests does not exceed the capacity of the Leased Property based on its dimensions and that the smoking ban is complied with.
- 7.3. Without prejudice to the generality of the foregoing, the Tenant is solely responsible, at the Lessor's full discharge, for the compliance with the provisions applicable in terms of copyright and intellectual property, including in particular the obligation to declare to and pay the copyright agencies such as Sabam (www.sabam.be) or Unisono (www.unisono.be)
- 7.4. The Tenant agrees to give access to the Leased Property only to the suppliers or the participants in the organised activity. The Lessor and his representatives may access the Leased Property at any time, including during the leasing period. The Tenant cannot refuse access to them under any circumstances.
- 7.5. The Tenant will take all the necessary measures in order to avoid any accident, burglary or deterioration of the Leased Property, with the understanding that the Lessor isn't in any case liable for damage caused to the Tenant, his employees or third parties, in the context of the rental of the Leased Property by the Tenant.
- 7.6. The Tenant is responsible for staff hiring and for the potential use of a catering service. When appropriate, the Tenant agrees to choose among the service providers suggested on the Website, with the understanding that the Lessor is not a party to the agreement between the Tenant and the service provider(s) chosen by the Tenant, and shall not be liable.

ARTICLE 8. SPECIFIC REQUESTS

- 8.1. Unless agreed in writing by the Parties, the Lessor assumes no other obligation than the provision of the Leased Property under the terms and conditions of the Tenancy Agreement.
- 8.2. Any request for the provision of equipment shall be made in writing at least 7 days prior to the rental date and will be processed by the Lessor only within his limited (human and material) available resources and without obligation. The Lessor may decide to subject the provision of the requested equipment to provisions that will be recorded in writing between the Parties.

ARTICLE 9. ABSENCE OF GUARANTEE OF THE LESSOR

- 9.1. The Lessor does not give any guarantee whatsoever to the Tenant and does not take any responsibility to the Tenant regarding the Leased Property, unless expressly provided under the Tenancy Agreement and the Lease Terms and Conditions.
- 9.2. The Lessor is not responsible for patent defects and faults identified by the Tenant. The Tenant does not have any remedy against the Lessor on the ground of the existence of patent defects, unless he proves (the following conditions being cumulative) that (i) the Lessor was aware thereof, (ii) the Lessor failed to inform the Tenant thereof (iii) those defects have caused damage to the Tenant.

ARTICLE 10. INSURANCES TAKEN OUT BY THE TENANT

- 10.1. The Tenant agrees to insure and keep insured with a reputedly solvent insurance company during the whole leasing period his own possessions, the staff he hires as well as any fitting against fire, explosions, water damage and natural disasters.
- 10.2. The Tenant also agrees to take out a liability insurance covering his activity, as well as the potential degradation of the Leased Property or the provided equipment.
- 10.3. In addition, the insurance policies shall cover claims by the neighbours or by third parties.
- 10.4. The Tenant agrees to include in all the aforementioned insurance policies a waiver of remedy against the Lessor. The costs thereof shall be paid by the Tenant.
- 10.5. On first demand of the Lessor, the Tenant shall provide a proof of said insurance policies and of payment of the insurance premiums. In case of failure to meet the Lessor's first demand, the Lessor shall reserve the right to terminate the Tenancy Agreement pursuant to article 6.5 of the Lease Terms and Conditions.

ARTICLE 11. INSURANCES TAKEN OUT BY THE LESSOR

- 11.1. In addition to the insurance policies he is required to take out when appropriate under the applicable law, the Lessor shall insure the Leased Property and all the property-related fittings and equipment against fire, explosions, water damage and natural disasters.
- 11.2. For this purpose, the Tenant undertakes to provide the Lessor with all the elements necessary to assess risk and agrees to inform him by registered letter of any element that could possibly affect the risk of damage relating to his activity.
- 11.3. The Lessor agrees to include in all the aforementioned insurance policies a waiver of remedy against the Tenant. The costs thereof shall be paid by the Lessor.

ARTICLE 12. ADVERTISING

- 12.1. The Tenant who wishes to advertise the activity that he organises in the Leased Property pursuant to the Tenancy Agreement, in any form and by any means, shall make sure that there is no confusion between his own activities and the activities organised by the Lessor.
- 12.2. In particular, the Tenant agrees to specify at any time that the activity is organised « *at the premises of LAB 62* » and not « *...in LAB 62* ».
- 12.3. Under no circumstances shall the Tenant disclose the contact details of the Lessor in his advertisements and his communications.

ARTICLE 13. MISCELLANEOUS

- 13.1. The Tenancy Agreement comes into force following the signature by the Parties.
- 13.2. The Lease Terms and Conditions are written in French and in English. Should there be any conflict of interpretation, contradiction or discrepancy between the versions, the French version shall prevail. A copy of the Lease Terms and Conditions is available in French and in English on the website www.Lab62.org.
- 13.3. If one of the provisions of the Lease Terms and Conditions or the Tenancy Agreement were to be declared void or unenforceable, in whole or in part, pursuant to any provision of applicable law, such provision shall be deemed to be unwritten and this invalidity or unenforceability shall not affect the validity of the other provisions of said documents. In this case, the provision in question shall be replaced by a valid provision corresponding as closely as possible to the original intention of the Parties. In the meantime, the invalid provision will be considered as a gentlemen's agreement between the Parties.
- 13.4. The Tenancy Agreement, the Lease Terms and Conditions, the House Rules and the Privacy Policy represent the entire agreement between the Parties and replace and supersede any correspondence (including the correspondence prior to the signature of the Tenancy Agreement) and any previous agreement relating to the same property.
- 13.5. The Tenancy Agreement, the Lease Terms and Conditions, the House Rules, the Privacy Policy and any documents agreed between the Parties are governed by Belgian law. Any dispute relating to these documents, their execution or interpretation shall be subject to the Courts of the French-speaking district of Brussels.

HOUSE RULES

Unless otherwise provided in these House rules, the terms below that start with a capital letter have the scope and definition set out in the tenancy agreement between the Lessor and the Tenant (hereinafter the "Tenancy Agreement") and/or in the Lease Terms and Conditions.

ARTICLE 1. Access

1.1. Door opening – Intercom

- 1.1.1 The Tenant is solely responsible for the entrances and exits of the Leased Property, on the understanding that he will not provide to anybody the access code to the Leased property. More specifically, he shall ensure to let in only the individuals that have been invited to participate in the activity organised in the Leased Property.
- 1.1.2 In order to allow the Tenant to ensure the entries and exits, an intercom with automatic opening of the entrance door is provided.
- 1.1.3 The Tenant is responsible for any individual present in the Leased Property throughout the leasing period. He shall make sure that there is no dispersion on the premises and in the basement.
- 1.1.4 The Tenant agrees that the Lessor may carry out a check at any time.

1.2. Door closing – Alarm

- 1.2.1 Unless otherwise specified in writing by the Lessor, the Tenant shall activate the alarm systematically when he leaves the Leased Property.
- 1.2.2 Should the alarm be triggered untimely or should there be any other malfunction, the Tenant shall contact the caretaker of the Leased Property on the phone number provided by the Lessor (or one of his representatives), and that is also mentioned in the House Rules posted at the Leased Property.
- 1.2.3 The Tenant shall make sure that all doors and windows are closed, and all lights are turned off whenever he leaves the Leased Property.
- 1.2.4 It is strictly forbidden to enter the Leased Property outside the leasing hours. An intruder alarm has been installed to ensure the security of the Leased Property.

1.3. Common Areas

- 1.3.1 The living-room, the kitchen and the garden are common areas, unless the Lessor specifies expressly in writing that they are privatised.
- 1.3.2 The Tenant shall take care of these areas in order to keep them cosy and in good condition for all the occupiers.

1.4. Parking

- 1.4.1 It is forbidden to park a vehicle in front of the garage entrance of the Leased Property. It is also forbidden to obstruct access of the neighbours, especially the parking lot of the Ethiopian Embassy located Avenue de Tervuren, 64. In case of intervention of a tow truck or the police, the costs thereof shall be paid exclusively by the Tenant, who in turn shall pursue remedies against the owner of the vehicle .
- 1.4.2 It is nonetheless allowed to stop a vehicle in front of the entrance to the Leased Property to load / unload equipment brought by the Tenant. In this case, the Tenant shall ensure that a person remains on site at all times in order to free up the parking space if necessary.

ARTICLE 2. SECURITY

- 2.1. While he occupies the Leased Property, the Tenant shall comply with all the necessary safety rules imposed to a typically diligent and careful Tenant. In particular, he shall comply with, but not exclusively, the following rules:
 - He shall not block / obstruct entries or exits;

- He shall not install furniture or equipment without prior express authorisation given in writing by the Lessor;
 - He shall not access the terrace on the second floor;
 - He shall not use cooking appliances, combustion heaters or heaters that release smoke and / or smells, or any other appliance that the Lessor would not have provided and whose use could be dangerous;
 - He shall nothing on the radiators;
 - He shall not use firecrackers, other rockets or fireworks;
 - He shall not light candles in the Leased Property or in the common areas.
- 2.2. In case of gas leak, outbreak of fire or any other incident jeopardizing the safety of the individuals present in the Leased Property, the Tenant shall immediately contact the appropriate services and shall organise, to the extent possible, the evacuation of the premises.
- 2.3. In case of evacuation, the Tenant shall use the main entrance to get out. The individuals who would possibly be in the basement are required to go back to the ground floor and use the main entrance to evacuate the premises. No evacuation through the garage door located on the basement shall be permitted.

ARTICLE 3. MAINTENANCE OF THE PROPERTY

- 3.1. It is forbidden to store bulky waste in the Leased Property or in the common areas.
- 3.2. At the end of the leasing period, the Tenant shall make sure that the Leased Property and the common areas are cleaned up. All the equipment provided by the Lessor shall be complete and in good condition.
- 3.3. Before he leaves the Leased Property, the Tenant shall put the furniture back into place and sort and remove waste; he shall check the common areas with the help of the caretaker (in addition to the inventory provided for in the Tenancy Agreement).
- 3.4. The Tenant shall pay special attention to the kitchen. The latter, and all its content, shall be cleaned and in order after each use. The Tenant shall empty the fridge of its content.
- 3.5. Displaying is not allowed in the building.
- 3.6. It is strictly forbidden to smoke in the Leased Property, as well as in front of the entrance and on the terrace or in the garden. No cigarette end shall be permitted.

ARTICLE 4. FOOD - DRINKS

- 4.1. A kitchen with tea, coffee and a micro-wave is available to all the tenants.
- 4.2. No alcoholic drink shall be permitted except those provided by the potential catering services used by the Tenant.

ARTICLE 5. NOISE LEVELS – RESPECT FOR NEIGHBOURS

- 5.1. The Tenant shall be careful not to interfere with the peace and privacy of the other occupiers of the Leased Property and of the neighbours.
- 5.2. He shall make sure that the maximum noise level during the leasing period does not exceed 85dB(A) pursuant to the Brussels-Capital Region Government Order of 26 January 2017 laying down the conditions of amplified sound delivery in public facilities.
- 5.3. The Tenant shall not carry out any noisy activity, or any activity that could possibly disturb the neighbours, around the Leased Property, on the sidewalk or in the streets, or on the parking after 10 pm. In particular, he shall comply with (and have his guests comply with), but not exclusively, the following rules:
- He shall not behave in a way that would disturb the peace and privacy of the neighbours, or the public health and safety;
 - He shall not yell;
 - He shall not honk, save for the absolute necessity provided for in the police rules;

- He shall leave the premises as soon as possible after taking back the vehicle;
- He shall not to leave the Leased Property with drinks or glasses;
- He shall not use any sound equipment or similar equipment at any time in the garden.

ARTICLE 6. LOCKER ROOM

A locker room with secured lockers is available for all tenants. The Lessor shall not be responsible for any theft, loss or damage of objects or clothes.

ARTICLE 7. PETS

Except with the prior written consent of the Lessor, no pet shall be permitted in the Leased Property.

This article does not apply to guide dogs.

ARTICLE 8. CARETAKER

- 8.1. A caretaker is at the service of all the occupiers within the limits of the time slot and duties that have been assigned to him, except in case of force majeure.
- 8.2. Only the Lessor and his representatives shall be authorised to give the caretaker instructions that do not fall within his duties.