

Model of precarious occupation agreement

BETWEEN THE UNDERSIGNED:

On the one hand, Mr., Mrs....., hereinafter referred to as "the owner", living in
....

And

On the other hand,, hereinafter referred to as "the occupant",

THE FOLLOWING HAS BEEN AGREED:

Art. 1 – Purpose of the agreement

The owner transfers the use of **the accommodation** or **part of the accommodation** located in to the occupant, who accepts it.

This accommodation or part of the accommodation includes:

- Private part:
- Common part:

The accommodation will be occupied by ... (number of) persons.

The occupant expressly acknowledges that the law on commercial leases, the law on principal residence leases and the law on farm lease are not applicable to this agreement.

Art. 2 – Reason for the agreement

- *The present temporary agreement follows the war in Ukraine. Given that the occupant had to flee his/her country, he/she urgently needs to find a temporary accommodation solution.*
- *It is in line with the values of **SOLIDARITY, RESPONSIBILITY, OPEN MIND** and **RESPECT**.*

Art. 3 – Costs and expenses

Until he/she receives an income, the occupant occupies the premises free of charge.

From the moment the occupant receives income, he/she commits to pay, in return for this occupation, a monthly indemnity equivalent to 20% of the received income*, i.e. an amount of, payable in advance to the owner's account n°

*(*it is recommended that the occupancy indemnity amounts to a maximum of 20% of the income received by the occupant(s). However, it is obvious that the particular situation of the family you host must be taken into account. The hosting of these people is done in a philanthropic way. The compensation received covers the additional expenses borne by the owner and is in no way equivalent to rent.)*

The indemnity covers the following costs and expenses on a flat-rate basis: water, gas, electricity and other consumption, including the rental and cost of meters, as well as connection charge and all taxes placed or to be placed on the occupied premises, with the exception of the property tax and food costs.

Art. 4 – Duration of the agreement

The occupation starts on.....

It shall terminate upon fulfilment of the purpose for which it was concluded or by termination.

(It is also possible to provide for a limited duration of the agreement, with a potential extension mechanism).

Art. 5 – Termination

- The owner terminates the occupation with a 10 days notice.
- The occupant terminates the occupation without notice.

In any case, no termination compensation shall be due.

When notice is given to the occupant, the owner is obliged to notify the CPAS of the municipality where the accommodation is located.

Art. 6 – Prohibition of transfer

The occupant may not transfer, in whole or in part, the use of the accommodation or part of the accommodation referred to in article 1, without the prior written consent of the owner.

Art. 7 – Use of the premises

The occupant undertakes to use the property as a prudent and sensible person.

Particular rules regarding life under the same roof: (here can be regulated the questions relative to the common meals, to the use of the common rooms,.....)

Art. 8 – Maintenance

The occupant acknowledges having received the property in good condition and undertakes, at the end of the agreement, to return it to the owner in the same condition.

An inventory of fixtures may be drawn up at the simple request of the owner.

Done in duplicate at, on of which each party declares to have received a copy.

The owner,

The occupant