

Unprotected Residential Lease Agreement (Edition 09/2025)

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Made and signed in Haifa (digitally) on _____

Between:

Barvu Real Estate & Investments Ltd., C.N. 511968570, of 25 HaNamal St., Haifa
(the "Lessor")

of the first part;

And:

1. _____, ID _____, of _____, Mobile

2. _____, ID _____, of _____, Mobile

(each of the above and all together: the "Lessee")

of the second part.

1. Preamble

1.1 The Lessor is the registered owner of the rights in the residential studio apartment no. ____, floor ____, at 25 HaNamal Street, Haifa (the "Apartment").

1.2 The Lessor wishes to lease the Apartment to the Lessee for residential purposes only, and the Lessee wishes to rent the Apartment, all subject to the terms, obligations, and conditions set out in this Agreement for an **unprotected lease** (as defined below).

1.3 Words in the singular include the plural and vice versa; masculine includes feminine and vice versa, according to the context.

Therefore, the parties declare, agree and stipulate as follows:

2. Declarations of the Parties

2.1 The Lessor declares:

2.1.1 The Lessor is the owner of the rights in the Apartment; the Apartment is fit for habitation and shall be delivered to the Lessee vacant of any person or chattel, except for the items listed in the inventory attached as **Appendix A** (the "Inventory"), which form an integral part of the Apartment.

2.2 The Lessee declares:

2.2.1 The Lessee has read and understood this Agreement, has viewed and examined the physical condition of the Apartment and found it suitable for the Lessee's purposes, in proper and usable condition. The Lessee waives any claim of defect and/or non-conformity, and any other argument relating to the Apartment and/or the building and the usage possibilities in them, in connection with this Agreement and the Lessee's engagement under it.

2.2.2 No enforcement, insolvency, bankruptcy or similar legal proceedings have been opened against the Lessee; the Lessee knows of no intent or notice to initiate such proceedings, and no warning to open such a proceeding has been received.

2.2.3 The Apartment is rented **for residential purposes only**; the Lessee shall not use the Apartment, in whole or in part, for any other purpose, nor permit or allow any person to reside in or use the Apartment other than for such purpose and in the manner stipulated herein. This clause is a **material, fundamental condition** of the Agreement.

3. Lease Term and Delivery of Possession

3.1 The lease term shall be for a period of _____ months, commencing on _____ and ending on _____ (the "Lease Term").

3.2 Subject to the Lessee handing the Lessor all required securities under this Agreement and delivering all rent cheques, the Lessor shall deliver possession of the Apartment to the Lessee on the Lease Commencement Date (the "Possession Date").

3.3 Failure to deliver possession due to reasons beyond the Lessor's control (including the Lessee's failure to vacate a prior unit on time) shall not be deemed a breach. In such case, the Possession Date shall be deferred and rent shall be prorated accordingly. If delivery is delayed by more than 7 days from the Lease Commencement Date, the Lessee may cancel the Agreement by written notice and receive a full refund of all amounts paid.

4. Consideration and Manner of Payment

- 4.1 Monthly rent shall be **NIS _____** (the "Rent"), payable **monthly in advance**.
- 4.2 In addition, the Lessee shall pay **building management and common charges** in the amount of **NIS _____ per month** (the "Accounts"), including municipal tax (arnona), water (reasonable use), access to the building Wi-Fi network, and building management services.
- 4.3 Upon signing, the Lessee shall deposit with the Lessor: (a) a cheque payable immediately for the first month; and (b) post-dated cheques for the remaining months (**Rent + Accounts, totalling NIS _____ per month**).
- 4.4 A cheque constitutes payment **only upon actual clearance** (and not upon delivery), unless the non-clearance is due to the Lessor.
- 4.5 The Lessee must pay the full Rent for the entire Lease Term for the Apartment, even if the Lessee does not use the Apartment for any reason not attributable to the Lessor.
- 4.6 The Lessee waives any right of set-off against the Lessor; the Lessee shall not offset Rent or any amount due from any other funds allegedly owed by the Lessor.
- 4.7 The subsections of this Section constitute a **material, fundamental condition** of the Agreement.
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5. Securities

- 5.1 To secure full performance of the Lessee's obligations (including timely vacating the Apartment), the Lessee shall provide the following securities upon signing (the "Securities"):
- 5.1.1 **Security cheque** without date in the amount of **NIS _____**.
- 5.1.2 **Deposit** by bank transfer in the amount of **NIS _____**.
- 5.2 If the Lessee breaches any obligation, the Lessor may realize the Securities (including presenting cheques and completing dates/amounts) to recover any damage and/or sums due, subject to 14 days' prior written notice to the Lessee and failure of the Lessee to cure within such time.
- 5.3 By signing, the Lessee irrevocably authorizes the Lessor to realize and/or act in respect of the Securities as aforesaid.
- 5.4 Realization of the Securities shall not grant the Lessee any rights in the Apartment and shall not constitute a waiver of any right of the Lessor or discharge the Lessee from obligations.
- 5.5 Within 14 days after the end of the Lease Term and subject to full performance by the Lessee, the Lessor shall return/cancel the Securities in full (and shred the security cheque), together with a detailed set-off statement if applicable.
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6. Current Payments

6.1 Throughout the Lease Term, the Lessee shall pay for **electricity** for the Apartment, even if the payment date falls after the Lease Term ends.

6.2 Electricity consumption shall be charged according to a **sub-meter reading** at the current tariff of the Electricity Company, with a detailed reading report (including opening/closing readings). The Lessee shall pay within 7 days of receipt.

6.3 The subsections of this Section constitute a **material, fundamental condition** of the Agreement.

7. Use of the Apartment and Maintenance

7.1 The Lessee shall use and operate the Apartment **for residential purposes only**, at the Lessee's expense and responsibility, and only with **ordinary, reasonable use**. Use for an office, business, or any non-residential purpose is prohibited. The Lessee shall indemnify the Lessor immediately for any damage resulting therefrom, in addition to any other remedy; the Lessee shall have no exemption from any tax/levy/fee arising therefrom.

7.2 The Lessee shall not cause nuisances (smoke, odors, vibrations, noise) and shall not disturb the neighbors' peace and rest.

7.3 The Lessee shall not make any **internal or external** change to the Apartment, nor add anything to it, nor paint it in a color other than **white**, nor demolish any part or its fixtures, except with the Lessor's **prior written consent**.

7.4 If the Lessee makes changes despite Section 7.3, the Lessor may, at its sole discretion, require the Lessee to **restore** the Apartment to its previous condition at the Lessee's expense or to **leave** the additions without compensation, in which case they become the Lessor's property.

7.5 The Lessee shall keep the Apartment and building clean, intact and in good condition; avoid causing damage (normal wear and tear excepted); repair, at the Lessee's expense, any damage caused by the Lessee or visitors; and promptly fix (within a reasonable time) any defect caused by reasonable wear and tear upon notice, or notify the Lessor immediately of defects occurring.

7.6 If the Lessee fails to repair within a reasonable time a defect the Lessee is responsible to repair, the Lessor may repair it, at the Lessee's expense, and the Lessee shall reimburse the Lessor **immediately upon first demand**.

7.7 It is agreed that minor repairs considered **routine maintenance** of the Apartment—such as clearing blockages in bathrooms/sinks/showers (including those caused by hair/wipes/grease)—are the Lessee's responsibility only.

7.8 The Lessee must notify the Lessor immediately of any damage or defect in the Apartment and shall summon professionals **only with prior approval** of the Lessor.

7.9 No animals may be brought into or kept in the Apartment.

7.10 The Lessee may not change the Apartment lock without the Lessor's prior written consent.

7.11 **Smoking is prohibited** in the Apartment and building (of any kind, including cigarettes, cannabis, and hookah/nargila), by the Lessee or anyone on the Lessee's behalf.

7.12 The Lessee shall not sublet or assign any part of the Apartment for any period and shall not publish an offer to do so.

7.13 The subsections of this Section constitute a **material, fundamental condition** of the Agreement.

8. Insurance, Liability and Indemnification

8.1 The Lessee is liable to the Lessor and to any third party for any damage of any kind to any person or property occurring in the Apartment or its surroundings, including due to acts/omissions/behavior of the Lessee or anyone on the Lessee's behalf. The Lessee shall take all measures to cancel any demand/claim against the Lessor and shall indemnify the Lessor upon first demand for any amount the Lessor is required to pay.

8.2 Any activity in the Apartment is at the Lessee's sole responsibility; the Lessee shall be liable for any breach of law or this Agreement in connection with such activity.

8.3 Without derogating from the Lessor's rights, the Lessee shall indemnify the Lessor, upon first demand, for any amount paid or expense incurred regarding such damage/claim, provided the Lessor notified the Lessee within a reasonable time and allowed the Lessee an opportunity to defend, including by joining the Lessee as a third party. The Lessor need not compromise or pay any amount unless required by law or the Agreement, except where delay would cause material damage.

8.4 Without derogating from the Lessee's responsibility, it is **recommended** that the Lessee consider purchasing insurance for third-party liability and/or contents of the Apartment, with a reputable licensed insurer.

8.5 The Apartment is equipped with an **automatic fire sprinkler system**. The Lessor shall not be liable for any damage to the Lessee or the Lessee's property resulting from activation of that system for any reason.

8.6 The Lessee shall be liable for any damage resulting from operation of, or vandalism to, the sprinklers due to an act or omission of the Lessee or anyone on the Lessee's behalf.

9. Assignment and Transfer of Rights

9.1 The Lessee may not assign, pledge, mortgage, transfer, share, or sublet any of the Lessee's rights under this Agreement or grant any right of use in the Apartment to any third party, whether for consideration or not, whether permanently or temporarily. This clause is a **material, fundamental condition** of the Agreement and derogates from the Israeli **Rent and Borrowing Law, 1971**.

9.2 Notwithstanding Section 9.1, the Lessee may request to **assign** the lease to a **replacement lessee**, subject to the Lessor's prior written consent. The replacement lessee shall assume all obligations for the remaining Lease Term and provide replacement Securities. The Lessor may refuse such transfer **at its sole discretion** and without giving reasons.

9.3 The Lessor may assign/transfer/mortgage/sell all or part of the Lessor's rights in the

Apartment and/or under this Agreement, without the Lessee's consent, provided the assignee assumes the Lessor's obligations toward the Lessee; the Lessee's rights shall not be prejudiced.

10. Vacating the Apartment

10.1 Upon expiration of the Lease Term and/or lawful termination of this Agreement, the Lessee shall vacate and deliver possession of the Apartment to the Lessor **on the Vacating Date**, free of any person or chattel belonging to the Lessee, lime-washed/painted **white**, and in the same condition received, unless otherwise expressly provided herein.

10.2 In particular, the Lessee shall return the Apartment tidy and clean, including:

10.2.1 Kitchen cabinets and bathroom, including refrigerator, stovetop, cabinets, oven (if any): empty and clean, without stains.

10.2.2 Furniture, windows, doors, outlets and switches, electricity, toilets, shower stall, faucets, sinks, tiles and floors: clean and free of stains/scale/stickers/scratches/mold.

10.2.3 **Painting/whitewashing** will be required only in cases of **abnormal wear** at the Lessor's reasonable discretion, based on photo documentation near the vacating date.

10.2.4 Approximately one week before vacating, the Lessee may request a joint inspection; the Lessor will prepare a list of defects/repairs for the Lessee to perform ("the List"). The Lessee shall carry out all or part of the List or, alternatively, pay the Lessor for the cost; if not done to the Lessor's satisfaction or not paid, the Lessor may perform the repairs at the Lessee's expense.

10.2.5 After cleaning and vacating (including the shower room), the Lessee shall document the Apartment thoroughly (video, slow and comprehensive) and deliver the keys and **chip**; the video shall be sent to the Lessor via WhatsApp.

10.3 For the avoidance of doubt, the obligation in Section 9.2 (assignment) must be completed **before** the Vacating Date and does not derogate from the Lessee's obligation to vacate on time.

10.4 Entry chips issued for the building shall be returned upon delivery; **NIS 150** shall be deducted from the deposit for each chip not returned.

10.5 Without derogating from any remedy, for each day (including Fridays and Saturdays) of delay between the agreed Vacating Date and the actual date of vacating, the Lessee shall pay (a) the **pro-rata rent** for the period of delay **plus** (b) **agreed compensation of NIS 500 per day** (the "Agreed Compensation"). This is a pre-estimated amount reflecting anticipated damages; it is not a penalty and does not derogate from the Lessor's right to prove higher actual damages, in which case the Lessor may recover the higher sum (but not both).

10.6 Failure to vacate on time shall also be deemed **unlawful possession** under Section 18(b) of the **Real Property Law, 1969**, or any successor law.

11. Termination and Expiry

11.1 Without prejudice to any right or remedy, the Lessor may **cancel** this Agreement **immediately and without notice** upon occurrence of one or more of the following:

11.1.1 The Lessee fails to make any payment due under this Agreement within seven (7) days of its due date.

11.1.2 The Lessee breaches a **fundamental or material** term of this Agreement or of law and does not cure within 7 days after written notice by the Lessor.

11.1.3 A receiver/trustee/administrator is appointed over the Lessee or a levy/attachment is imposed on any property of the Lessee.

11.1.4 Repeated complaints by tenants and/or building management concerning improper behavior and/or repeated breaches of conduct rules (Appendix B).

11.2 In the event of a **material breach** by the Lessee, the Lessee shall pay the Lessor **agreed compensation equal to three (3) months' rent**, without need to prove damage and in addition to any other payment or remedy stipulated herein ("Agreed Compensation for Breach").

11.3 If the Agreement is cancelled under this Section, the Lessor may take any legal action to evict the Lessee immediately; the costs of removal and storage of the Lessee's belongings shall be borne by the Lessee.

12. Inapplicability of Rent Control (Protected Tenancy) Laws

12.1 The Lessee acknowledges that the Apartment is **vacant of any protected tenant** as of 26 Av 5728 (August 20, 1968), and that the provisions of the **Tenants' Protection Law (Consolidated Version), 1972** (the "Tenants' Protection Law") do **not** apply to this lease, or any successor law.

12.2 The Lessee declares and agrees that, except for Rent, no **key money** or any other consideration shall be paid to the Lessor or any other person for vacating; the Lessee shall not be entitled to any key money for vacating.

12.3 Any renovation or investment by the Lessee in the Apartment shall **not** grant the Lessee any right under the Tenants' Protection Law.

13. Inspection and Entry to the Apartment

13.1 The Lessor may enter the Apartment from time to time during the Lease Term, personally or via representatives, after prior coordination with the Lessee, to check compliance and/or the condition of the Apartment; if circumstances reasonably require, entry may be made without prior coordination. The Lessee shall allow such entry.

13.2 From **45 days before** the end of the Lease Term, the Lessor may show the property to potential purchasers or tenants, at reasonable hours. The Lessee agrees to be present at

coordinated times, or alternatively allows entry without the Lessee's presence for the purpose of showing.

14. General

14.1 All cheques shall be **non-transferable / payable to beneficiary only**, and in the Lessee's personal name or an immediate family member (first degree).

14.2 The parties' addresses for notices are as stated in the preamble. Notices sent by **registered mail** shall be deemed received within **48 hours** of mailing; notices sent by **email** or **WhatsApp** to the declared numbers shall be deemed delivered within **24 hours**, or if delivered by hand—upon delivery.

14.3 This Agreement embodies all terms agreed between the parties and supersedes any prior representations or agreements, oral or written, relating to its subject.

14.4 Any change, waiver, indulgence or modification shall be valid only if **in writing** and signed by **both parties**.

14.5 Failure or delay in enforcing any right shall not be deemed a waiver; any such waiver shall not prejudice any other right.

14.6 **Exclusive jurisdiction** shall be vested in the **competent courts in Haifa**.

14.7 Section headings are for convenience only and shall not affect interpretation.

In witness whereof, the parties have signed:

_____	Lessor
_____	Lessee

Appendix A – Inventory of the Apartment

- Double bed + mattress + mattress protector
- Electric double cooktop
- Refrigerator
- Study table + chair
- Wall closet with 3 doors + mirror
- Various lamps
- Air-conditioner (split) + remote
- Additional furnishings and accessories as documented in photos/video near move-in adjacent to the Apartment entrance

Lessee: _____

Appendix B – Building Conduct Rules

The Lessee undertakes to comply with the following rules of conduct:

- **Smoking of any kind is strictly prohibited** in the Apartment or building, including cigarettes, cannabis, and hookah/nargila. Sitting on the roof with a cigarette (only, no nargila) is allowed **only** if it does not disturb other tenants and there is no objection.
- Maintain general **quiet** in the building, especially between **14:00–16:00** and **22:00–07:00**; do not play loud music or shout; do not slam doors.
- Playing **musical instruments** is prohibited, especially percussion and wind instruments.
- Keep the Apartment, the building and its surroundings **clean** at all times; ensure building doors are closed.
- Do not leave garbage bags in public areas or outside the Apartment; the main trash bin is opposite the building (green “frog” container).
- Behave responsibly toward the **common property**; do not disturb neighbors; follow building decisions and procedures as written.
- Do not keep **animals** in the Apartment; do not bring or allow animals into the building.
- Do not store or leave items in public areas (stairwells, shelters, corridors, roof, studio, gym). Management may remove items outside apartments **without prior notice**.
- Use of the roof, studio, gym and other facilities shall be per the **Building Regulations and Residents’ Guide** published by management; the Lessee shall read it upon entry and follow all instructions.

Lessee: _____
