

英語

Property Rental Application

入居申込書（見本）

Important Points Explanation of Property to be Leased

重要事項説明書

Summary of results of inspection of building conditions (for use in explanation of important matters)

【Wooden/steel-frame construction】

【Steel-reinforced concrete construction etc.】

建物状況調査の結果の概要（重要事項説明用）

【木造・鉄骨造】

【鉄筋コンクリート造等】

Regular Rental Housing Contract—Standard Type

賃貸住宅標準契約書（見本）

Fixed-term Rental Housing Contract--Standard Type

定期賃貸住宅標準契約書（見本）

Explanation of Fixed-term Rental Housing Contract

定期賃貸住宅契約についての説明

Notice to Terminate the Fixed-term Rental Housing Contract

定期賃貸住宅契約終了についての通知

The Japanese versions of the contract and other documents are used.
The documents in other languages are provided as reference materials
to understand the Japanese-language documents.

(1) Property Rental Application (English version)

Name _____ Date of application: year _____ month _____ day _____

Property Rental Application

Applicant's signature _____

*Please fill out this form in Japanese (hiragana/katakana/kanji) or English (alphabet).

1. About the property

Name of property (if applicable): _____ apartment number: _____

Monthly rent: _____ yen Security deposit: _____ yen

Management charge: _____ yen/month Other fees: _____ yen

Date you plan to move in: year _____ month _____ day _____

2. Applicant

① Contact	Address (〒 -)		
	Tel (home): ()		Tel (mobile): ()
	E-mail: @		Fax: ()
② Name	alphabet		
	kana reading		Sex: M · F
③ Date of birth	year _____	month _____	day _____ Age ()
④ Languages you understand	1 st	2 nd	3 rd
	⑤ If presently living in rental housing		
⑤ If presently living in rental housing	How long have you lived there? _____ years		
	Landlord's name		Tel: ()
	Real estate agent	Name Tel: ()	
		Location	
⑥ Income	Income before tax		
	Any other sources of income (to pay rent) and amount: 1.Scholarship 2.Money sent from home country 3.Subsidy, etc. 4.Other		
	Amount:		yen / month

3. Place of work or study

① Place of work or study	Name _____ Tel: ()
	Address (〒 -)
	If you are dispatched to another work site, where? Tel: ()
	Department of company / school:
	Date of employment / enrollment: year _____ month _____
② Occupation	1. Company or public employee 2. Self-employed 3. Part-timer 4. Other
③ Type of school (if you are a student)	1. College 2. Junior college 3. Graduate school 4. Vocational school 5. Japanese language school 6. Other
If you have worked at your present employer for less than a year, where and how long did you work at your previous employer? Name of previous employer: Length of employment: _____ years _____ months	

4. Co-occupants

Name, sex and age	Relationship to you (Choose the applicable number from below.)	Annual income
F · M age ()		yen
F · M age ()		yen
F · M age ()		yen
F · M age ()		yen
Relationship to you (1. Spouse 2. Family 3. Relative 4. Friend 5. other)		

5. Guarantor (*only for non-Japanese)

① Contact	Address (〒 -)	
	Tel (home): ()	Tel (mobile): ()
	E-mail: @	Fax: ()
② Name	alphabet	
	kana reading	
③ Date of birth	year _____ month _____ day _____	Age ()
*④ Languages spoken	1 st _____	2 nd _____ 3 rd _____
⑤ Relationship to applicant	1. Family 2. Relative 3. Friend 4. Company-related 5. School-related (excluding students) 6. Other	
⑥ Place of employment	Name of office _____ Tel: ()	
	Address (〒 -)	
	If you are dispatched to another work site, where? Tel: ()	
	How long employed there: _____ years	
*⑦ Number of years in Japan	_____ years	⑧ Income before tax _____ yen / year

6. Emergency contact information

① Contact information	Address (〒 -)
	Tel (home): () Tel (office): ()
	Tel (mobile): ()
② Name	alphabet
	kana reading
③ Relationship to you	1.Family 2.Relative 3.Friend 4.Company-related 5.School-related (excluding students) 6.Other

Points to be aware of:

1. Your application is liable to be rejected if you make any false statements.
2. This application form must be filled out personally by the (prospective) tenant.
3. You cannot become a tenant unless you make the application personally. You cannot sublet.
4. Your application will not be automatically accepted, and reasons for refusal will not be given.
5. We may contact your place of employment or school to confirm you are employed or attend as stated in your application.
6. We will contact your guarantor to confirm their consent.

*The following is to be filled out by the real estate company

Licensed by Prefectural Governor () (Name of agency)

Date of application	year _____ month _____ day _____	Staff in charge
Identification	Passport / Non-Japanese registration card / Other ()	
Remarks		
Referring agency, if any	Tel: ()	
Provisional date of contract	year _____ month _____ day _____	
Provisional date of move in	year _____ month _____ day _____	

Notes:

(2) Important Points Explanation of Property to be Leased

Important Points Explanation of Property to be Leased

Name _____

Date _____

The following details on the property have been written in accordance with Article 35 of the Real Estate Act. Please ensure you completely understand all of these essential points.

Name of company:

Name of representative:

seal

Real estate agent:

License number:

Date license was issued:

Designated agent for this transaction	Name	_____ seal
	Registration No.	()
	Place of business	Tel: ()

Designated agent (Section 2, Article 34)	Representative · Agent
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Property	Name	_____
	Location	_____
	Apartment No.	_____
	Floor area	m ² (official record: m ²)
	Type and construction	_____
Name and address of landlord		_____

I Items Directly Related to the Property in Question

1. Items recorded in the registry

Details of ownership (Landlord)	Items related to rights of ownership	Items related to rights other than ownership (Renter)
Owner Name: Address:		

2. Main legal restrictions

Title of Act	
Summary of restrictions	

3. Water, electricity, gas and sewerage supply

Facilities ready for immediate use		Projected future services			Notes
Water	public • private • well	year	month	day	public • private • well
Electricity		year	month	day	
Gas	city • propane	year	month	day	city • propane
Sewerage		year	month	day	

4. Shape and structure when completion (in case of unfinished buildings)

Shape and structure	
Structure and finishes of components, interior and exterior	
Facility installation and structure	

5. Summary of results of inspection of building conditions (for an existing building)

Inspection of building conditions conducted?	Yes	No
Summary of results of inspection of building conditions		

6. State of repair of facilities (in case of completed buildings)

Facility	Existing	Type	Other
Kitchen			
Toilet			
Bath			
Water heater			
Gas stove			
Heating/air conditioning			

7. Is property within a developed residential land disaster prevention zone?

Inside residential land disaster prevention zone	Outside residential land disaster prevention zone
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8. Is property within a landslide disaster warning zone?

Inside a landslide disaster warning zone	Outside a landslide disaster warning zone
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9. Is the building inside a tsunami warning zone?

Inside tsunami warning zone	Not inside tsunami warning zone
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10. Description of asbestos usage survey

Are asbestos usage survey results on record?	Yes	No
Contents of asbestos usage survey		

11. Description of earthquake resistance study

Has an earthquake resistance study been performed?	Yes	No
Contents of earthquake resistance study		

II Items Regarding Transaction Conditions

1. Charges other than rent

	Amount	Purpose
1		
2		
3		
4		

2. Cancellation of contract

3. Compensation for damages or breach of contract

4. Summary of guarantee system for repayment of any returnable deposits

Whether or not deposits are guaranteed	Yes	No
Procedure if guarantee system is resorted to		

5. Contract period and renewal

Period	From year__month__day__	__years__months	Regular Rental Contract
	To year__month__day__		Fixed-term Rental Contract
			Lifelong Lease Contract
Details regarding renewal			

6. Limitations on use

Limitations on use of property	Limits to exclusive areas in buildings under multiple ownership	Other
Limitations on other uses		

7. Return of security deposit

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8. Property management

Name(of agent) <small>(Registration No. under Article 46, Paragraph 1, Subparagraph 2 of the Act on Advancement of Proper Condominium Management or registration no. under Article 5, Paragraph 1, Subparagraph 2 of the Rental Residential Property Manager Registration Regulations)</small>	
Address of main office	

III Other Items

1. Details of bond (under Article 35-2 of the Real Estate Act)

(1) If not a member of the Real Estate Transaction Guarantee Association

Office where bond is deposited	
Name	
Location	

(2) If a member of the Real Estate Transaction Guarantee Association

Real Estate Transaction Guarantee Association	Name	
	Address	
	Location of office	
Office where bond is deposited		
Name		
Location		

When you fill out this form, you should be aware of the following:

① Regarding I. 1.

In the column headed “Items related to rights of ownership,” enter the ownership-related items recorded in the registry’s “Landlord” column: e.g. special agreement on buying back, provisional registration, notice of registration and distress.

② Regarding I. 2.

Pick out the applicable legislation from below and enter it under the column “Title of legislation,” and briefly state the restrictions under the law in the column of “Summary of restrictions.”

New Residential Area Development Act	New Urban Infrastructure Improvement Act	Distribution Business Area Improvement Act
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③ Regarding I. 3.

In the column headed “Notes,” enter any charges for use of facilities.

④ Regarding I. 6.

The facilities entered in the “Facility” column are examples for a residential building. For commercial property, add facilities important for the type of business, such as air-conditioning and elevators.

⑤ Regarding II. 5.

State clearly which contract applies to the property: regular or fixed-term rental contract, or the lifelong lease contract.

⑥ If there is not enough space in any column, write on a separate sheet, noting the corresponding column heading and item number on the form.

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	Degradation etc.																																																																										
	Y	N	Could not be investigated																																																																								
Exterior walls	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																																																																								
Interior walls	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																																																																								
Ceilings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																																																																								
Roof	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																																																																								
Note: Cross out any components not present in the subject building with two lines.																																																																											
Inspection of building conditions conducted by	Name of inspector																																																																										
	Name of agency training inspector and completion certificate No.																																																																										
	Type of architect qualification	<input type="checkbox"/> Class I <input type="checkbox"/> Class II <input type="checkbox"/> Wooden structure																																																																									
	Architect registration No.	<input type="checkbox"/> Minister's registration <input type="checkbox"/> Governor's registration		No.																																																																							
	Name of affiliated office																																																																										
	Architectural office registration No.	Governor's registration		No.																																																																							

(3)Regular Rental Housing Contract-Standard Type

Regular Rental Housing Contract-Standard Type

Heading

(1) Purpose of lease

Name, address, etc. of the building	Name					
	Address					
	Type of building	Apartment	Structure	Wooden-built ()	Date of completion	
Terraced apartment		-stories				
Detached house		Number of units	units	<div style="border: 1px solid black; border-radius: 15px; padding: 5px; text-align: center;"> year Major remodeling in () </div>		
Other						
Property	Apartment number	Floor layout	() LDK·DK·K / One room /			
	Area	m ² (Balcony: _____ m ² [not included at left])				
	Facilities	Toilet	Exclusive (flush · non-flush)/Shared (flush · non-flush)			
		Bath	Y/N			
		Shower	Y/N			
		Bath sink	Y/N			
Space for washing machine		Y/N				
Water heater		Y/N				
Gas stove/electric stove/IH stove		Y/N				
Air conditioning/heating		Y/N				
Lighting fixtures included		Y/N				
Automatic lock		Y/N				
Terrestrial digital TV/CATV		Y/N				
Internet		Y/N				
Mailbox		Y/N				
Parcel delivery box	Y/N					
Key	Y/N	(Key No. · copies)				
	Y/N					
	Y/N					
	Electricity capacity	() A				
	Gas	Yes (city gas · propane gas) · No				
	Water	Directly connected to water mains · Tank · Well				
	Sewerage	Yes (public sewerage · septic tank) · No				
Facilities included	Parking	Y/N	_____ units (space No. : _____)			
	Motorcycle parking	Y/N	_____ units (space No. : _____)			
	Bicycle parking	Y/N	_____ units (space No. : _____)			
	Storage	Y/N				
	Private garden	Y/N				
		Y/N				

(2) Contract period

Strat date	year	month	day	years	months
End date	year	month	day		

(3) Rent and other fees

Rent/common service fee		Due date	How to pay	
Rent	yen	Day _____ of every month for the current/ following month's rent	Bank transfer, direct debit, or in person	Bank name: Type of account: Futsu (ordinary) Toza (current) Account No.: Account name: Transfer fees borne by: landlord/ tenant
Common service fee	yen	Day _____ of every month for the current/ following month's fee		Where to pay:
Security deposit	equivalent to months' rent yen;		Other lump-sum payment	
Fee for use of attached facilities				
Other				

(4) Landlord and management

Landlord (Company name/ representative)	Address: Name:	Zip-code: Tel:
Manager (Company name/ representative)	Address: Name: Rental housing manager registration No.: Minister of Land, Infrastructure, Transport and Tourism () No.	Zip-code: Tel:

Note : Fill out the following if the landlord does not own the building.

Owner of the building	Address: Name:	Zip-code: Tel:
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(5) Tenant and Co-occupants

	Tenant	Co-occupants		
Name	Name:	Name:	Age:	years
	Age: years	Name:	Age:	years
	Tel:	Name:	Age:	years
			Total:	persons
Contact in case of emergency	Address:	Zip-code:		
	Name:			
	Tel:			
	Relationship to tenant:			

(6) Guarantee provided by rental liability guarantee firm

Guarantee provided by rental liability guarantee firm	Address: Company name: Rental liability guarantee firm reg. No.: Minister of Land, Infrastructure, Transport and Tourism () No.	Zip-code: Tel:
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Article 1. Contract formation

The lessor (hereafter called the "Landlord") and the renter (hereafter called the "Tenant") have formed the rental housing agreement (hereafter called the "Contract") for the lease (hereafter called the "Property") specified in (1) above.

Article 2. Contract period and renewal

1. The period of the Contract is specified in (2) above.
2. The Landlord and the Tenant can renew the Contract by mutual agreement.

Article 3. Purpose of use

The Tenant must use the Property only as a residence.

Article 4. Rent

1. The Tenant must pay rent to the Landlord in accordance with (3) above.
2. The rent for a period less than one month is prorated on the basis of one month being 30 days.
3. The Landlord and the Tenant can revise the rent by mutual agreement if the amount of the rent has become unreasonable due to the following factors.
 - i. The rent becomes unreasonable due to an increase/decrease of taxes and other charges/on the land or building;
 - ii. Increase/decrease of the land or building prices or other fluctuations in economic conditions; and
 - iii. When the rent is inappropriate compared with the rent of similar buildings in the vicinity.

Article 5. Common service fee

1. The Tenant shall pay a fee for common services such as lighting, fuel, water supply, sewerage, cleaning, etc., which are necessary for the maintenance and management of common space such as stairs, corridors, etc. (hereafter in this clause called "Maintenance and Management Expenses").
2. The common service fee should be paid as specified in (3) above.
3. The common service fee for a period less than one month is prorated on the basis of one month being 30 days.
4. The Landlord and the Tenant can revise the common service fee by mutual agreement if the amount becomes unreasonable due to an increase/decrease of the Maintenance and Management Expenses.

Article 6. Security Deposit

1. The Tenant shall pay a security deposit specified in (3) above to the Landlord to cover any liabilities arising from the Contract.
2. The Landlord may use the security deposit to pay any unpaid liabilities of the Tenant arising under the Contract. The Tenant may not demand to use the security deposit to offset any such liabilities before moving out.
3. The Landlord must refund promptly the whole amount of the security deposit when the Tenant vacates the Property. However, if there are any unpaid rent or repair costs incurred to return the property to its original condition as

stipulated in Article 15, or if there are any other defaults of liabilities under the Contract, the Landlord can repay the amount of such liabilities by deducting it from the security deposit.

4. In the above case, the Landlord must present a breakdown of the amount of liabilities deducted from the deposit.

Article 7. Exclusion of antisocial forces

1. The Landlord and the Tenant hereby pledge each of the following to each other.
 - i. That they themselves do not qualify as organized crime, companies related to organized crime, *sokaiya* racketeers, or similar parties, or members thereof (referred to collectively hereinafter as "antisocial forces").
 - ii. That their officers (this refers to employees executing business operations, directors, executive officers, and similar parties) do not qualify as antisocial forces.
 - iii. That they are not allowing antisocial forces to use their name to conclude this Contract.
 - iv. That they will not engage in any of the following acts, either themselves or through use of a third party:
 - A. Acts of threatening speech or behavior or violence toward the other party
 - B. Acts of impeding the other's business or damaging its trust through use of fraud or intimidation
2. The Tenant may not transfer the right of lease, nor sublease the Property in whole or in part to antisocial forces, regardless of whether or not the Landlord has consented thereto.

Article 8. Prohibited or restricted acts

1. The Tenant shall not transfer the right of lease, nor sublease the Property in whole or a part without the Landlord's written consent.
2. The Tenant shall not enlarge, remodel or move the Property, or install artifacts in the Property without the Landlord's written consent.
3. When using the Property, the Tenant shall not do anything listed in Table 1.
4. When using the Property, the Tenant shall not do anything listed in Table 2 without the Landlord's written consent.
5. When using the Property, the Tenant shall notify the Landlord before doing anything listed in Table 3.

Article 9. Repairs during the term of the Contract

1. The Landlord is responsible for repairs necessary for the Tenant to use the Property. The Tenant must pay the cost of such repairs as caused by the Tenant, while the Landlord must pay the cost of other such repairs.
2. The Landlord shall inform the Tenant before doing any repairs. The Tenant cannot refuse permission to carry out such repairs without good reason.
3. The Tenant shall notify the Landlord of any necessary repairs it has identified in the Property and consult with the Landlord on the necessity of such repairs.
4. The Tenant may carry out repairs covered by a notice as described in the preceding paragraph if the Landlord has failed to conduct such repairs without good reason despite

the fact that the necessity of such repairs is recognized. The costs of such repairs shall be handled as described in Paragraph 1.

5. In addition to demanding repairs from the Landlord as described in Paragraph 1, the Tenant can carry out repairs listed in Table 4 itself. When the Tenant carries out repairs itself, it shall bear the costs of such repairs and shall not need to notify or obtain the consent of the Landlord.

Article 10. Cancellation of the Contract

1. If the Tenant fails to pay the following and, in spite of the Landlord's due notice, does not fulfill Tenant's obligations within a certain period, the Landlord can cancel the Contract.
 - i. Rent as specified in Article 4, Paragraph 1;
 - ii. Common service fees as specified in Article 5, Paragraph 2; and
 - iii. Expenses for which the Tenant is liable as specified in Article 9, Paragraph 1.
2. If the Tenant does not adhere to any of the following rules, the Landlord presses the Tenant to perform its obligations within a reasonable period of time and the Tenant fails to do so within that period of time, and the Landlord therefore is unable to continue the Contract, then the Landlord can cancel the Contract.
 - i. To use the Property only as a residence as stated in Article 3;
 - ii. Rules specified in Article 8 (not including those specified in Paragraph 3 of that Article related to the acts described under items 6-8 of Table 1)
 - iii. Other rules for the Tenant to observe as specified in the Contract.
3. If either the Landlord or the Tenant meets any of the descriptions below, then the other party may cancel the Contract without prior notice.
 - i. When it is clear that the party has violated the pledges under the subparagraphs of Article 7, Paragraph 1
 - ii. When it or its directors qualify as antisocial forces after conclusion of the Contract

4. If either the Tenant has violated any of the rules under Article 7, Paragraph 2 or has committed any of the acts listed under items 6-8 of Table 1, then the Tenant may cancel the Contract without prior notice.

Article 11. Cancellation by the Tenant

1. The Tenant can cancel the Contract by giving at least 30 days' notice to the Landlord.
2. The Tenant may move out earlier by paying 30 days' worth of rent after notifying the Landlord of the cancellation of the Contract.

Article 12. Reduction of rent due to partial loss of the Property etc.

1. If a part of the Property has become unusable due to loss or other reason for which the Tenant was not responsible, then the Rent shall be reduced in amount in accordance with the percentage of the Property that has become unusable. In such a case, the Landlord and the Tenant shall discuss necessary matters such as the extent and period of the rent reduction.
2. The Tenant may cancel the Contract if a part of the Property has become unusable due to loss or other reason and the remaining portion alone is not sufficient to satisfy the Tenant's purpose of leasing the Property.

Article 13. Termination of the Contract

If the entirety of the Property has become unusable due to loss or other reason, then the Contract shall terminate as a result.

Article 14. Vacating

1. The Tenant shall move out of the Property before the Contract expires (or immediately if the Contract is canceled under any provision of Article 10).
2. The Tenant shall notify the Landlord in advance when planning to move out.

When using a Contract with a guarantor, revise (6) and Article 17 as shown below.

(6) Joint and several guarantor and limit of guarante

Joint and several guarantor	Address:	Zip code:
	Name:	Tel:
Limit		

Article 17. Joint and several guarantor

1. The joint and several guarantor (hereafter called the "Guarantor") shall, jointly and severally with the Tenant, bear any liabilities of the Tenant arising under this Contract. The same shall apply upon renewal of the Contract.
2. The liabilities borne by the Guarantor under the preceding paragraph shall not exceed the limit amount indicated under (6) above and in the space for signing and sealing of the Contract.

3. In the event of the death of the Tenant or the Guarantor, the principal of the liabilities borne by the Guarantor shall be fixed.
4. As requested by the Guarantor, the Landlord must provide to the Guarantor, without delay, information on matters such as the amount of all liabilities of the Tenant, including the state of payment of rent, common service fees, etc., amounts in arrears, and amounts of compensation for damages.

Article 15. Restoration to original condition upon vacating

1. The Tenant shall restore the Property to its original condition restoration, excluding wear and tear caused by normal use and aging of the Property. However, the Tenant shall not need to restore damage for reasons for which it was not responsible.
2. Upon vacating of the Property, the Landlord and the Tenant shall discuss the details and methods of restoration of the property to its original condition to be carried out by the Tenant pursuant to the provisions of Table 5, including any special provisions established at the time of concluding the Contract.

Article 16. Entry

1. The Landlord can enter the Property, with prior consent of the Tenant, when it is necessary for property management such as maintenance of the structure.
2. The Tenant, without good reason, cannot refuse the Landlord entry for property management purposes.
3. Prospective tenants accompanied by the Landlord can inspect the Property with the prior consent of the Tenant.
4. To prevent the spread of fire or in any other emergencies, the Landlord can enter the Property without prior consent of the Tenant. When entering in the absence of the Tenant, the Landlord must notify the Tenant later that he/she has entered.

Article 17. Guarantee provided by rental liability guarantee firm

When using a guarantee provided by a rental liability guarantee firm, the details of the guarantee provided by the rental liability guarantee firm shall be as stipulated separately, and the Landlord and the Tenant must complete the necessary procedures for use of such guarantees at the time of concluding the Contract.

Article 18. Discussion

If there arise any doubts about items not specified in the Contract or about the interpretation of the Contract, the Landlord and the Tenant shall discuss and solve them in good faith in accordance with the Civil Code and other regulations and customs.

Article 19. Special contract clause

The special provisions of the Contract, other than those stipulated through Article 18, are as follows:

<p style="text-align: right;">Ladlord : (Seal)</p> <p style="text-align: right;">Tenant : (Seal)</p>
--

Table 1 (related to Article 8, Paragraph 3)

- | |
|--|
| <ol style="list-style-type: none"> i. Manufacture or storage of guns, swords, explosives, or flammable and dangerous items; ii. Bringing in or installation of large safes and other heavy items; iii. Pouring of corrosive liquids into the drains; iv. Playing television, stereo, piano, etc., at high volume; and v. Keeping animals that could clearly be a nuisance to neighbors, such as fierce animals and poisonous snakes. vi. Providing the Property for use as an office or other base of activities of antisocial forces. vii. Causing nearby residents or passersby to feel unease through engaging in markedly vulgar or violent speech or behavior or expressions of force in the Property or its vicinity. viii. Permitting antisocial forces to reside or repeatedly enter the Property. |
|--|

Table 2 (related to Article 8, Paragraph 4)

- | |
|--|
| <ol style="list-style-type: none"> i. Placing items in the common areas, such as stairs and corridors; ii. Posting signboards, posters, and other advertisements in the common areas, such as stairs and corridors; and iii. Keeping dogs, cats, and other animals (excluding those listed on the Table 1, item v.) which cause a nuisance to neighbors, but excluding ornamental small birds and fish. |
|--|

Table 3 (related to Article 8, Paragraph 5)

- | |
|---|
| <ol style="list-style-type: none"> i. Living with person(s) other than those specified in (5) above, excluding children born during the period of the contract; and ii. Being absent from the Property for more than one consecutive month. |
|---|

Table 4 (related to Article 9, Paragraph 5)

- | |
|---|
| <ul style="list-style-type: none"> Replacing fuses Replacing faucet washers and gaskets Replacing plugs and chains in the bathroom and elsewhere Replacing light bulbs and fluorescent lamps Other minor repairs |
|---|

Table 5 (related to Article 15)

Conditions of restoration to original condition

Except as stipulated under “Exceptional Special Provisions” under II below, the conditions of restoration of the Property to its original condition shall conform to the thinking of general principles on restoration of rental residences to their original condition. That is,

- Wear and tear caused by the willful acts or negligence of the Tenant, violation of its duty to perform the due diligence of a good manager, or other use beyond the bounds of ordinary methods of use shall be paid for by the Tenant. However, the Tenant shall not be required to pay for damage due to earthquakes or other cases of force majeure, damage caused by a third party unrelated to the Tenant, such as upstairs residents, or similar damage.
- The Landlord shall pay for natural deterioration and wear and tear (aging) of the building, facilities, etc. and wear and tear arising from normal use by the Tenant (ordinary wear and tear).

While the specific details of the above shall be as stipulated in Table 1 and Table 2 to “Trouble Regarding Restoration to Original Condition and Related Guidelines (2nd Ed.)” issued by the Ministry of Land, Infrastructure, Transport and Tourism, they are summarized under I below.

I. Conditions of restoration of the Property to its original condition

(However, where an agreement has been reached as described under II, Exceptional Special Provisions, below regarding details in violation of Article 90 of the Civil Code and Article 8, Article 8-2, Article 9, and Article 10 of the Consumer Contract Act, the content thereof shall apply.)

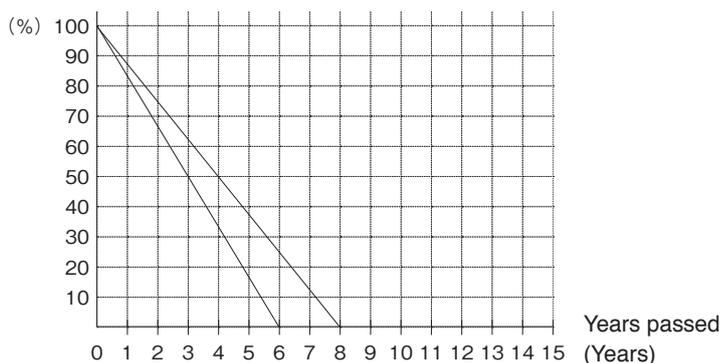
1. Landlord’s and Tenant’s responsibilities for repairs

Landlord’s responsibility	Tenant’s responsibility
Floors (tatami, flooring, carpet, etc.)	
1. Flipping over and resurfacing of tatami mats (for use by the next tenant in cases free of any particular damage) 2. Waxing flooring 3. Dents and traces of furniture on floors and carpets 4. Discoloration of tatami mats and fading of flooring (due to sunlight, rain leaks resulting from structural flaws in the building, etc.)	1. Carpet stains due to spilled drinks etc., mold (due to causes such as insufficient care after a spill) 2. Rust marks beneath the refrigerator (soiling or other damage to the floor due to failure to address rust) 3. Scratches resulting from moving in or out or similar acts 4. Fading of flooring (due to rain water entering the Property as a result of carelessness by the Tenant)
Walls, ceilings (cloth etc.)	
1. Darkening of wall surfaces behind TVs, refrigerators, etc. (so-called electrical burns) 2. Traces of posters and pictures on the walls 3. Holes in the walls etc. due to thumbtacks, pins, etc. (to an extent that does not require replacement of the underlying boards) 4. Screw holes and traces on the walls due to installation of air-conditioning (property of the Tenant) 5. Cloth discoloration (due to natural causes such as sunlight)	1. Kitchen soiling due to negligence in everyday cleaning by the Tenant (adherence of soot or oil due to poor cleanup after use) 2. Mold or stains that spread due to a lack of care of the Tenant for condensation (corrosion of walls etc. due to failure to notify the Landlord and failure to take care of condensation through means such as wiping it off) 3. Corrosion of walls due to water leaks from a cooler left unaddressed by the Tenant 4. Stains and odors from tobacco smoke etc. (cloth discoloration or persistent odors caused by smoking or other causes) 5. Tack and nail holes in walls etc. (those resulting from hanging heavy articles, to an extent that requires replacement of the underlying boards) 6. Traces of lighting fixtures installed by the Tenant directly on the ceilings 7. Intentional damage such as graffiti
Fixtures etc., sliding doors, pillars etc.	
1. Replacement of screens (for use by the next tenant in cases free of any particular damage) 2. Glass damaged by earthquakes 3. Breakage of wired glass (natural breakage due to the structure thereof)	1. Scratches to pillars etc. and odors caused by a pet (scratches to pillars, cloth, etc. or persistent odors caused by a pet) 2. Intentional damage such as graffiti
Facilities etc.	
1. Thorough house cleaning by a professional service (when the Tenant has conducted regular cleaning) 2. Internal cleaning of air-conditioning (free from persistent odors such as those from tobacco smoke) 3. Disinfection (kitchen, toilets) 4. Replacement of bathtub, bathtub cover, etc. (for use by the next tenant in cases free of damage etc.) 5. Replacement of locks and keys (in cases free of lock damage or loss of keys) 6. Damaged or unusable equipment or machinery (due to useful life of machinery)	1. Oil soiling and soot in location of gas stove, vent, etc. (soiling resulting from failure of the Tenant to clean and care for such facilities) 2. Incrustation, mold, etc. in bath, toilet, or bathroom sink(soiling resulting from failure of the Tenant to clean and care for such facilities) 3. Damage to facilities due to inappropriate everyday care or misuse 4. Replacement of locks and keys due to lock damage or loss of keys 5. Weeds in the garden of a detached house

2. Units of Tenant's responsibility

Subject		Units of Tenant's responsibility		Consideration of passage of time etc.
Floors	Repairs to damaged portions	Tatami mats	In principle, per mat. If multiple mats are damaged, the number of damaged mats (flipping or resurfacing determined depending on extent of damage)	(Tatami mat surfaces) No consideration for passage of time.
		Carpeting Cushion flooring	If damaged in multiple spots, entire room	(Tatami floors, carpeting, cushion flooring) Share of costs calculated based on a residual value of 1 yen after 6 years.
		Flooring	In principle, per square meter If damaged in multiple spots, entire room	(Flooring) No consideration for passage of time in repairs. (When replacing flooring due to damage in its entirety, share of costs calculated based on a residual value of 1 yen after the useful life of the building.)
Walls, ceilings (cloth)	Repairs to damaged portions	Walls (cloth)	While per square meter is preferable, when unavoidable the Tenant shall pay the cost of replacement for the entire surface of the wall including the portion damaged by the Tenant.	(Walls [cloth]) Share of costs calculated based on a residual value of 1 yen after 6 years.
		Stains and odors due to tobacco smoke etc.	It is considered appropriate for the Tenant to pay the cost of cleaning or replacement for the entire room only if the cloth on the entire room is stained or has a persistent odor due to smoking or other causes.	
Fixtures, pillars	Repairs to damaged portions	Sliding doors	Per door	(Sliding doors, shoji paper) No consideration for passage of time.
		Pillars	Per pillar	(Sliding doors, shoji fixtures; pillars) No consideration for passage of time.
Facilities, etc.	Repairs to facilities	Equipment and machinery	Cost of repaired portion or replacement	(Equipment and machinery) Share of costs calculated by estimating a straight line (or curve) with a residual value of 1 yen at the end of the useful life.
	Return of keys	Locks and keys	Repaired portion If key lost, includes cylinder replacement	No consideration for passage of time in cases of loss of keys. Tenant pays cost of replacement.
	Ordinary cleaning*	Cleaning * Only in cases of neglect of ordinary cleaning and cleaning upon vacating	Per portion, or for entire residence	No consideration for passage of time. Tenant pays costs of cleaning for relevant portions or the entire residence for which it failed to carry out normal cleaning.

Share of costs paid by Tenant and passage of time for facilities etc. (in cases of depreciation by the straight-line method over useful lives of six and eight years)
Share of costs paid by Tenant (when liable for restoration to original condition)



To be signed and sealed below

IN WITNESS WHEREOF, the following Landlord and the Tenant have signed and affixed their seals to the Contract in duplicate, each party retaining one sealed copy.

Date: years ___ months ___ day ___

Landlord	Address:	Zip-code:	
	Name:		Seal
	Tel.:		

Tenant	Address:	Zip-code:	
	Name:		Seal
	Tel.:		

Real estate		Governor/Minister of Land,	
	License No. []	Infrastructure, Transport and	No.
		Tourism ()	

Broker			
Agent	Address:		
	Name:		
	Representative		Seal
	Registered real estate broker	Reg. No. [] Governor	No.
		Name	Seal

When using a Contract with a guarantor, revise the signature/seal space as shown below.

1. Replace "IN WITNESS WHEREOF, the following Landlord and the Tenant have signed and affixed their seals to the Contract in duplicate, each party retaining one sealed copy." with "IN WITNESS WHEREOF, the following Landlord and the Tenant have signed and affixed their seals to the Contract in triplicate, and the Tenant and the Guarantor have signed and affixed their seals to the Guarantee Contract on the above obligations of the Tenant in triplicate, each party retaining one sealed copy of each."

2. Add the following in the space for the Tenant:

Guarantor:		
Address:	Zip code:	
Name:		Seal
Tel.:		
Maximum amount:		

(4) Fixed-term Rental Housing Contract-Standard Type

Fixed-term Rental Housing Contract-Standard Type

Heading

(1) Purpose of lease

Name, address, etc. of the building	Name					
	Address					
	Type of building	Apartment	Structure	Wooden-built Non-wooden built ()	Date of completion	
Terraced apartment		-stories		<div style="border: 1px solid black; border-radius: 15px; padding: 5px; display: inline-block;"> year Major remodeling in () </div>		
Detached house	Number of units	units				
Other						
Property	Apartment number	Floor layout	() LDK·DK·K / One room /			
	Area	m ² (Balcony: _____ m ² [not included at left])				
	Facilities	Toilet	Exclusive (flush · non-flush)/Shared (flush · non-flush)			
		Bath	Y/N			
		Shower	Y/N			
		Bath sink	Y/N			
Space for washing machine		Y/N				
Water heater		Y/N				
Gas stove/electric stove/IH stove		Y/N				
Air conditioning/heating		Y/N				
Lighting fixtures included		Y/N				
Automatic lock		Y/N				
Terrestrial digital TV/CATV	Y/N					
Internet	Y/N					
Mailbox	Y/N					
Parcel delivery box	Y/N					
Key	Y/N	(Key No. · copies)				
	Y/N					
	Y/N					
Electricity capacity	() A					
Gas	Yes (city gas · propane gas) · No					
Water	Directly connected to water mains · Tank · Well					
Sewerage	Yes (public sewerage · septic tank) · No					
Facilities included	Parking	Y/N	_____ units (space No. : _____)			
	Motorcycle parking	Y/N	_____ units (space No. : _____)			
	Bicycle parking	Y/N	_____ units (space No. : _____)			
	Storage	Y/N				
	Private garden	Y/N				

(2) Contract period

Strat date	year	month	day	years	months
End date	year	month	day		

(3) Rent and other fees

Rent/common service fee		Due date	How to pay		
Rent	yen	Day _____ of every month for the current/ following month's rent	Bank transfer, direct debit, or in person	Bank name: Type of account: Futsu (ordinary) Toza (current) Account No.: Account name: Transfer fees borne by: landlord/ tenant	
Common service fee	yen	Day _____ of every month for the current/ following month's fee		Where to pay:	
Security deposit	equivalent to months' rent		Other lump-sum payment		
Fee for use of attached facilities					
Other					

(4) Landlord and management

Landlord (Company name/ representative)	Address: Name:	Zip-code: Tel:
Manager (Company name/ representative)	Address: Name: Rental housing manager registration No.: Minister of Land, Infrastructure, Transport and Tourism () No.	Zip-code: Tel:

Note : Fill out the following if the landlord does not own the building.

Owner of the building	Address: Name:	Zip-code: Tel:
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(5) Tenant and co-Cccupants

	Tenant	Co-occupants		
Name	Name: Age: years Tel:	Name: Name: Name:	Age: Age: Age:	years years years
Contact in case of emergency	Address: Name: Tel: Relationship to tenant:		Zip-code:	

(6) Guarantee provided by rental liability guarantee firm

Guarantee provided by rental liability guarantee firm	Address: Company name: Rental liability guarantee firm reg. No.: Minister of Land, Infrastructure, Transport and Tourism () No.	Zip-code: Tel:
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Article 1. Contract formation

The lessor (hereafter called the "Landlord") and the renter (hereafter called the "Tenant") have formed the rental housing agreement (hereafter called the "Contract") in accordance with Article 38 of the Leasehold and Rental Housing Act (hereafter called "Act"), regarding the object of lease (hereafter called the "Property") specified in (1) above.

Article 2. Contract period and renewal

1. The period of the Contract is specified in (2) above.
2. The Contract expires at the end of the contract period as specified above and shall not be renewed. However, the Landlord and the Tenant can agree and conclude a new lease contract (hereafter called the "Renewed Contract") starting from the day following the expiry of the original Contract.
3. To terminate this agreement, the Landlord shall give the Tenant written notice of termination during the 6-12 months before the termination of the Contract (hereafter called the "Period of Notice") as specified in Paragraph 1.
4. The Landlord cannot insist on terminating the lease without notifying the Tenant as specified in the above, and the Tenant can continue renting the Property even after the end of the contract period mentioned in Paragraph 1. However, if the Landlord notifies the Tenant after the Period of Notice is over, the lease will be terminated 6 months after that notice.

Article 3. Purpose of use

The Tenant must use the Property only as a residence.

Article 4. Rent

1. The Tenant must pay rent to the Landlord in accordance with (3) above.
2. The rent for a period less than one month is prorated on the basis of one month being 30 days.
3. The Landlord and the Tenant can revise the rent by mutual agreement if the amount of the rent has become unreasonable due to the following factors.
 - i. The rent becomes unreasonable due to an increase/decrease of taxes and other charges/on the land or building;
 - ii. Increase/decrease of the land or building prices or other fluctuations in economic conditions; and
 - iii. When the rent is inappropriate compared with the rent of similar buildings in the vicinity.

Article 5. Common service fee

1. The Tenant shall pay a fee for common services such as lighting, fuel, water supply, sewerage, cleaning, etc., which are necessary for the maintenance and management of common space such as stairs, corridors, etc. (hereafter in this clause called "Maintenance and Management Expenses").
2. The common service fee should be paid as specified in (3) above.
3. The common service fee for a period less than one month is prorated on the basis of one month being 30 days.
4. The Landlord and the Tenant can revise the common service fee by mutual agreement if the amount becomes

unreasonable due to an increase/decrease of the Maintenance and Management Expenses.

Article 6. Security Deposit

1. The Tenant shall pay a security deposit specified in (3) above to the Landlord to cover any liabilities arising from the Contract.
2. The Landlord may use the security deposit to pay any unpaid liabilities of the Tenant arising under the Contract. The Tenant may not demand to use the security deposit to offset any such liabilities before moving out.
3. The Landlord must refund promptly the whole amount of the security deposit when the Tenant vacates the Property. However, if there are any unpaid rent or repair costs incurred to return the property to its original condition as stipulated in Article 15, or if there are any other defaults of liabilities under the Contract, the Landlord can repay the amount of such liabilities by deducting it from the security deposit.
4. In the above case, the Landlord must present a breakdown of the amount of liabilities deducted from the deposit.

Article 7. Exclusion of antisocial forces

1. The Landlord and the Tenant hereby pledge each of the following to each other.
 - i. That they themselves do not qualify as organized crime, companies related to organized crime, *sokaiya* racketeers, or similar parties, or members thereof (referred to collectively hereinafter as "antisocial forces").
 - ii. That their officers (this refers to employees executing business operations, directors, executive officers, and similar parties) do not qualify as antisocial forces.
 - iii. That they are not allowing antisocial forces to use their name to conclude this Contract.
 - iv. That they will not engage in any of the following acts, either themselves or through use of a third party:
 - A. Acts of threatening speech or behavior or violence toward the other party
 - B. Acts of impeding the other's business or damaging its trust through use of fraud or intimidation
2. The Tenant may not transfer the right of lease, nor sublease the Property in whole or in part to antisocial forces, regardless of whether or not the Landlord has consented thereto.

Article 8. Prohibited or restricted acts

1. The Tenant shall not transfer the right of lease, nor sublease the Property in whole or a part without the Landlord's written consent.
2. The Tenant shall not enlarge, remodel or move the Property, or install artifacts in the Property without the Landlord's written consent.
3. When using the Property, the Tenant shall not do anything listed in Table 1.
4. When using the Property, the Tenant shall not do anything listed in Table 2 without the Landlord's written consent.
5. When using the Property, the Tenant shall notify the Landlord before doing anything listed in Table 3.

Article 9. Repairs during the term of the Contract

1. The Landlord is responsible for repairs necessary for the Tenant to use the Property. The Tenant must pay the cost of such repairs as caused by the Tenant, while the Landlord must pay the cost of other such repairs.
2. The Landlord shall inform the Tenant before doing any repairs. The Tenant cannot refuse permission to carry out such repairs without good reason.
3. The Tenant shall notify the Landlord of any necessary repairs it has identified in the Property and consult with the Landlord on the necessity of such repairs.
4. The Tenant may carry out repairs covered by a notice as described in the preceding paragraph if the Landlord has failed to conduct such repairs without good reason despite the fact that the necessity of such repairs is recognized. The costs of such repairs shall be handled as described in Paragraph 1.
5. In addition to demanding repairs from the Landlord as described in Paragraph 1, the Tenant can carry out repairs listed in Table 4 itself. When the Tenant carries out repairs itself, it shall bear the costs of such repairs and shall not need to notify or obtain the consent of the Landlord.

Article 10. Cancellation of the Contract

1. If the Tenant fails to pay the following and, in spite of the Landlord’s due notice, does not fulfill Tenant’s obligations within a certain period, the Landlord can cancel the Contract.
 - i. Rent as specified in Article 4, Paragraph 1;
 - ii. Common service fees as specified in Article 5, Paragraph 2; and
 - iii. Expenses for which the Tenant is liable as specified in Article 9, Paragraph 1.
2. If the Tenant does not adhere to any of the following rules, the Landlord presses the Tenant to perform its obligations within a reasonable period of time and the Tenant fails to do so within that period of time, and the Landlord therefore is unable to continue the Contract, then the Landlord can cancel the Contract.
 - i. To use the Property only as a residence as stated in Article 3;
 - ii. Rules specified in Article 8 (not including those specified in Paragraph 3 of that Article related to the acts described

- under items 6-8 of Table 1)
- iii. Other rules for the Tenant to observe as specified in the Contract.
3. If either the Landlord or the Tenant meets any of the descriptions below, then the other party may cancel the Contract without prior notice.
 - i. When it is clear that the party has violated the pledges under the subparagraphs of Article 7, Paragraph 1
 - ii. When it or its directors qualify as antisocial forces after conclusion of the Contract
4. If either the Tenant has violated any of the rules under Article 7, Paragraph 2 or has committed any of the acts listed under items 6-8 of Table 1, then the Tenant may cancel the Contract without prior notice.

Article 11. Cancellation by the Tenant

1. The Tenant can cancel the Contract by giving at least 30 days’ notice to the Landlord.
2. The Tenant may move out earlier by paying 30 days’ worth of rent after notifying the Landlord of the cancellation of the Contract.

Article 12. Reduction of rent due to partial loss of the Property etc.

1. If a part of the Property has become unusable due to loss or other reason for which the Tenant was not responsible, then the Rent shall be reduced in amount in accordance with the percentage of the Property that has become unusable. In such a case, the Landlord and the Tenant shall discuss necessary matters such as the extent and period of the rent reduction.
2. The Tenant may cancel the Contract if a part of the Property has become unusable due to loss or other reason and the remaining portion alone is not sufficient to satisfy the Tenant’s purpose of leasing the Property.

Article 13. Termination of the Contract

If the entirety of the Property has become unusable due to loss or other reason, then the Contract shall terminate as a result.

When using a Contract with a guarantor, revise (6) and Article 17 as shown below.

(6) Joint and several guarantor and limit of guarantee

Joint and several guarantor	Address:	Zip code:
	Name:	Tel:
Limit		

Article 17. Joint and several guarantor

1. The joint and several guarantor (hereafter called the “Guarantor”) shall, jointly and severally with the Tenant, bear any liabilities of the Tenant arising under this Contract. The same shall apply upon renewal of the Contract.
2. The liabilities borne by the Guarantor under the preceding paragraph shall not exceed the limit amount indicated under (6) above and in the space for signing and sealing of the Contract.

3. In the event of the death of the Tenant or the Guarantor, the principal of the liabilities borne by the Guarantor shall be fixed.
4. As requested by the Guarantor, the Landlord must provide to the Guarantor, without delay, information on matters such as the amount of all liabilities of the Tenant, including the state of payment of rent, common service fees, etc., amounts in arrears, and amounts of compensation for damages.

Article 14. Vacating

1. The Tenant shall move out of the Property before the Contract expires (or within 6 months after notified by the Landlord under the provision of Article 2, Paragraph 4, or immediately in the event that the Contract is cancelled under the provision of Article 10). When moving out, the Tenant should restore the Property to its original condition, excluding wear and tear caused by normal use.
2. The Tenant shall notify the Landlord in advance when planning to move out.

Article 15. Restoration to original condition upon vacating

1. The Tenant shall restore the Property to its original condition restoration, excluding wear and tear caused by normal use and aging of the Property. However, the Tenant shall not need to restore damage for reasons for which it was not responsible.
2. Upon vacating of the Property, the Landlord and the Tenant shall discuss the details and methods of restoration of the property to its original condition to be carried out by the Tenant pursuant to the provisions of Table 5, including any special provisions established at the time of concluding the Contract.

Article 16. Entry

1. The Landlord can enter the Property, with prior consent of the Tenant, when it is necessary for property management such as maintenance of the structure.
2. The Tenant, without good reason, cannot refuse the Landlord entry for property management purposes.
3. Prospective tenants accompanied by the Landlord can inspect the Property with the prior consent of the Tenant.
4. To prevent the spread of fire or in any other emergencies, the Landlord can enter the Property without prior consent of the Tenant. When entering in the absence of the Tenant, the Landlord must notify the Tenant later that he/she has entered.

Article 17. Guarantee provided by rental liability guarantee firm

When using a guarantee provided by a rental liability guarantee firm, the details of the guarantee provided by the rental liability guarantee firm shall be as stipulated separately, and the Landlord and the Tenant must complete the necessary procedures for use of such guarantees at the time of concluding the Contract.

Article 18. Renewal of the Agreement

1. If Party A intends to renew the Agreement, it shall note such fact on the notification document described in Article 2, Paragraph 3.
2. The provisions of Article 14 shall not apply when the Agreement has been renewed. In such a case, the obligation to restore the space to its original condition under this Agreement shall be performed no later than the ending date of the lease under the renewed Agreement, and refunding of the security deposit shall be handled as stipulated in Article 6, Paragraph 3 after the space has been vacated.

Article 19. Discussion

If there arise any doubts about items not specified in the Contract or about the interpretation of the Contract, the Landlord and the Tenant shall discuss and solve them in good faith in accordance with the Civil Code and other regulations and customs.

Article 20. Special contract clause

The special provisions of the Contract, other than those stipulated through Article 19, are as follows:

Ladlord :	(Seal)
Tenant :	(Seal)

Table 1 (related to Article 8, Paragraph 3)

- i. Manufacture or storage of guns, swords, explosives, or flammable and dangerous items;
- ii. Bringing in or installation of large safes and other heavy items;
- iii. Pouring of corrosive liquids into the drains;
- iv. Playing television, stereo, piano, etc., at high volume; and
- v. Keeping animals that could clearly be a nuisance to neighbors, such as fierce animals and poisonous snakes.
- vi. Providing the Property for use as an office or other base of activities of antisocial forces.
- vii. Causing nearby residents or passersby to feel unease through engaging in markedly vulgar or violent speech or behavior or expressions of force in the Property or its vicinity.
- viii. Permitting antisocial forces to reside or repeatedly enter the Property.

Table 2 (related to Article 8, Paragraph 4)

- i. Placing items in the common areas, such as stairs and corridors;
- ii. Posting signboards, posters, and other advertisements in the common areas, such as stairs and corridors; and
- iii. Keeping dogs, cats, and other animals (excluding those listed on the Table 1, item v.) which cause a nuisance to neighbors, but excluding ornamental small birds and fish.

Table 3 (related to Article 8, Paragraph 5)

- i. Living with person(s) other than those specified in (5) above, excluding children born during the period of the contract; and
- ii. Being absent from the Property for more than one consecutive month.

Table 4 (related to Article 9, Paragraph 5)

- Replacing fuses
- Replacing faucet washers and gaskets
- Replacing plugs and chains in the bathroom and elsewhere
- Replacing light bulbs and fluorescent lamps
- Other minor repairs

Table 5 (related to Article 15)

Conditions of restoration to original condition

Except as stipulated under “Exceptional Special Provisions” under II below, the conditions of restoration of the Property to its original condition shall conform to the thinking of general principles on restoration of rental residences to their original condition. That is,

- Wear and tear caused by the willful acts or negligence of the Tenant, violation of its duty to perform the due diligence of a good manager, or other use beyond the bounds of ordinary methods of use shall be paid for by the Tenant. However, the Tenant shall not be required to pay for damage due to earthquakes or other cases of force majeure, damage caused by a third party unrelated to the Tenant, such as upstairs residents, or similar damage.
- The Landlord shall pay for natural deterioration and wear and tear (aging) of the building, facilities, etc. and wear and tear arising from normal use by the Tenant (ordinary wear and tear).

While the specific details of the above shall be as stipulated in Table 1 and Table 2 to “Trouble Regarding Restoration to Original Condition and Related Guidelines (2nd Ed.)” issued by the Ministry of Land, Infrastructure, Transport and Tourism, they are summarized under I below.

I. Conditions of restoration of the Property to its original condition

(However, where an agreement has been reached as described under II, Exceptional Special Provisions, below regarding details in violation of Article 90 of the Civil Code and Article 8, Article 8-2, Article 9, and Article 10 of the Consumer Contract Act, the content thereof shall apply.)

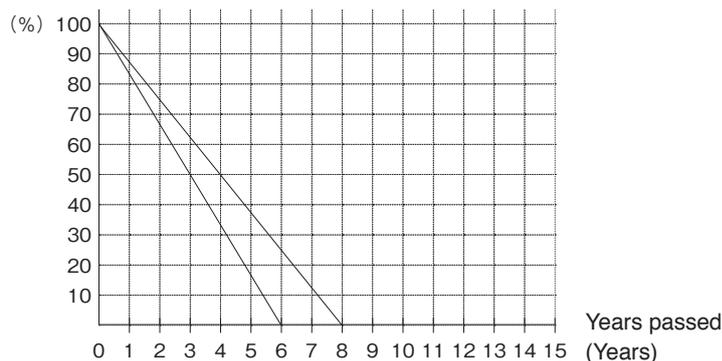
1. Landlord’s and Tenant’s responsibilities for repairs

Landlord’s responsibility	Tenant’s responsibility
Floors (tatami, flooring, carpet, etc.)	
1. Flipping over and resurfacing of tatami mats (for use by the next tenant in cases free of any particular damage) 2. Waxing flooring 3. Dents and traces of furniture on floors and carpets 4. Discoloration of tatami mats and fading of flooring (due to sunlight, rain leaks resulting from structural flaws in the building, etc.)	1. Carpet stains due to spilled drinks etc., mold (due to causes such as insufficient care after a spill) 2. Rust marks beneath the refrigerator (soiling or other damage to the floor due to failure to address rust) 3. Scratches resulting from moving in or out or similar acts 4. Fading of flooring (due to rain water entering the Property as a result of carelessness by the Tenant)
Walls, ceilings (cloth etc.)	
1. Darkening of wall surfaces behind TVs, refrigerators, etc. (so-called electrical burns) 2. Traces of posters and pictures on the walls 3. Holes in the walls etc. due to thumbtacks, pins, etc. (to an extent that does not require replacement of the underlying boards) 4. Screw holes and traces on the walls due to installation of air-conditioning (property of the Tenant) 5. Cloth discoloration (due to natural causes such as sunlight)	1. Kitchen soiling due to negligence in everyday cleaning by the Tenant (adherence of soot or oil due to poor cleanup after use) 2. Mold or stains that spread due to a lack of care of the Tenant for condensation (corrosion of walls etc. due to failure to notify the Landlord and failure to take care of condensation through means such as wiping it off) 3. Corrosion of walls due to water leaks from a cooler left unaddressed by the Tenant 4. Stains and odors from tobacco smoke etc. (cloth discoloration or persistent odors caused by smoking or other causes) 5. Tack and nail holes in walls etc. (those resulting from hanging heavy articles, to an extent that requires replacement of the underlying boards) 6. Traces of lighting fixtures installed by the Tenant directly on the ceilings 7. Intentional damage such as graffiti
Fixtures etc., sliding doors, pillars etc.	
1. Replacement of screens (for use by the next tenant in cases free of any particular damage) 2. Glass damaged by earthquakes 3. Breakage of wired glass (natural breakage due to the structure thereof)	1. Scratches to pillars etc. and odors caused by a pet (scratches to pillars, cloth, etc. or persistent odors caused by a pet) 2. Intentional damage such as graffiti
Facilities etc.	
1. Thorough house cleaning by a professional service (when the Tenant has conducted regular cleaning) 2. Internal cleaning of air-conditioning (free from persistent odors such as those from tobacco smoke) 3. Disinfection (kitchen, toilets) 4. Replacement of bathtub, bathtub cover, etc. (for use by the next tenant in cases free of damage etc.) 5. Replacement of locks and keys (in cases free of lock damage or loss of keys) 6. Damaged or unusable equipment or machinery (due to useful life of machinery)	1. Oil soiling and soot in location of gas stove, vent, etc. (soiling resulting from failure of the Tenant to clean and care for such facilities) 2. Incrustation, mold, etc. in bath, toilet, or bathroom sink (soiling resulting from failure of the Tenant to clean and care for such facilities) 3. Damage to facilities due to inappropriate everyday care or misuse 4. Replacement of locks and keys due to lock damage or loss of keys 5. Weeds in the garden of a detached house

2. Units of Tenant's responsibility

Subject		Units of Tenant's responsibility		Consideration of passage of time etc.
Floors	Repairs to damaged portions	Tatami mats	In principle, per mat. If multiple mats are damaged, the number of damaged mats (flipping or resurfacing determined depending on extent of damage)	(Tatami mat surfaces) No consideration for passage of time.
		Carpeting Cushion flooring	If damaged in multiple spots, entire room	(Tatami floors, carpeting, cushion flooring) Share of costs calculated based on a residual value of 1 yen after 6 years.
		Flooring	In principle, per square meter If damaged in multiple spots, entire room	(Flooring) No consideration for passage of time in repairs. (When replacing flooring due to damage in its entirety, share of costs calculated based on a residual value of 1 yen after the useful life of the building.)
Walls, ceilings (cloth)	Repairs to damaged portions	Walls (cloth)	While per square meter is preferable, when unavoidable the Tenant shall pay the cost of replacement for the entire surface of the wall including the portion damaged by the Tenant.	(Walls [cloth]) Share of costs calculated based on a residual value of 1 yen after 6 years.
		Stains and odors due to tobacco smoke etc.	It is considered appropriate for the Tenant to pay the cost of cleaning or replacement for the entire room only if the cloth on the entire room is stained or has a persistent odor due to smoking or other causes.	
Fixtures, pillars	Repairs to damaged portions	Sliding doors	Per door	(Sliding doors, <i>shoji</i> paper) No consideration for passage of time.
		Pillars	Per pillar	(Sliding doors, <i>shoji</i> fixtures; pillars) No consideration for passage of time.
Facilities, etc.	Repairs to facilities	Equipment and machinery	Cost of repaired portion or replacement	(Equipment and machinery) Share of costs calculated by estimating a straight line (or curve) with a residual value of 1 yen at the end of the useful life.
	Return of keys	Locks and keys	Repaired portion If key lost, includes cylinder replacement	No consideration for passage of time in cases of loss of keys. Tenant pays cost of replacement.
	Ordinary cleaning*	Cleaning * Only in cases of neglect of ordinary cleaning and cleaning upon vacating	Per portion, or for entire residence	No consideration for passage of time. Tenant pays costs of cleaning for relevant portions or the entire residence for which it failed to carry out normal cleaning.

Share of costs paid by Tenant and passage of time for facilities etc. (in cases of depreciation by the straight-line method over useful lives of six and eight years)
Share of costs paid by Tenant (when liable for restoration to original condition)



3 Estimated units for restoration to original condition

(Enter subject portions, units, and unit prices [in yen] for the property.)

Subject portion		Unit	Unit price (in yen)
Floors			
Ceilings, walls			
Fixtures, pillars			
Facilities etc.	Common		
	Entrance, hallway		
	Kitchen		
	Bathroom, bath sink, toilet		
Other			

Notes:

The unit prices shown above are rough estimates, intended to achieve a mutual understanding of estimated costs between the Tenant and the Landlord at the time of occupancy.

Accordingly, at the time of vacating, construction to restore the Property to its original condition shall be conducted at the construction prices discussed by the Tenant and the Landlord with consideration for matters such as fluctuations in prices and stocks of materials, the extent of damage, and construction methods used.

II. Exceptional special provisions

General principles regarding costs related to restoration of the Property to its original condition are provided above. However, as exceptions to the above the Tenant hereby agrees to pay the costs indicated below (as long as such payment would not violate Article 90 of the Civil Code or Article 8, Article 8-2, Article 9, and Article 10 of the Consumer Contract Act).

(In the parentheses below, indicate the reason why the Tenant will pay, on an exceptional basis, costs that ordinarily should be paid by the Landlord.)

	Landlord : (Seal) Tenant : (Seal)	
--	--------------------------------------	--

To be signed and sealed below

IN WITNESS WHEREOF, the following Landlord and the Tenant have signed and affixed their seals to the Contract in duplicate, each party retaining one sealed copy.

Date: years ____ months ____ day ____

Landlord	Address:	Zip-code:	
	Name:		Seal
	Tel.:		

Tenant	Address:	Zip-code:	
	Name:		Seal
	Tel.:		

Real estate		Governor/Minister of Land, Infrastructure, Transport and Tourism ()	No.
	License No. []		

Broker Agent	Address:		
	Name:		
	Representative		Seal
	Registered real estate broker	Reg. No. [] Governor	No.
		Name	Seal

When using a Contract with a guarantor, revise the signature/seal space as shown below.

1. Replace "IN WITNESS WHEREOF, the following Landlord and the Tenant have signed and affixed their seals to the Contract in duplicate, each party retaining one sealed copy." with "IN WITNESS WHEREOF, the following Landlord and the Tenant have signed and affixed their seals to the Contract in triplicate, and the Tenant and the Guarantor have signed and affixed their seals to the Guarantee Contract on the above obligations of the Tenant in triplicate, each party retaining one sealed copy of each."

2. Add the following in the space for the Tenant:

Guarantor:		
Address:	Zip code:	
Name:		Seal
Tel.:		
Maximum amount:		

(5) Explanation of Fixed-term Rental Housing Contract
 (Under Article 38, Paragraph 2 of the Leasehold and Rental Housing Act)

Date: year ____ month ____ day ____

Explanation of Fixed-term Rental Housing Contract

(Landlord)	Address:	
	Name:	Seal
(Representative)	Address:	
	Name:	Seal

To conclude the fixed-term rental housing contract for the property below, you are entitled to the following explanation under Article 38, Paragraph 2 of the Leasehold and Rental Housing Act.

The Property below is under a fixed-term rental housing contract which expires at the end of the contract period, and will not be renewed. You should therefore vacate the Property before the contract expires, unless a new contract is made starting from the day following the expiry of this contract.

(1) Property	Name	
	Location	
	Apartment number	
(2) Contract period	From years ____ months ____ day ____ To years ____ months ____ day ____	years months

I received the explanation regarding the above Property based on Article 38, Paragraph 2 of the Leasehold and Rental Housing Act.

Date: year ____ month ____ day ____

Tenant:	Address:	
	Name:	Seal

(6) Notice to Terminate the Fixed-term Rental Housing Contract

(Under Article 38, Paragraph 4 of the Leasehold and Rental Housing Act and Article 2, Paragraph 3 of the Standard Fixed-term Rental Housing Contract)

Date: year ____ month ____ day ____

Notice to Terminate the Fixed-term Rental Housing Contract

(Tenant) Address :
Name :

(Landlord) Address :
Name :

Seal

The lease of the Property specified below, which I am now renting, will terminate when the contract expires on years ____ months ____ day ____.

[However, I intend to conclude a new lease contract for this property starting from the day following the expiry of the present contract.] (See Note 1.)

(1) Property	Name	
	Location	
	Apartment number	
(2) Contract period	From years ____ months ____ day ____ To years ____ months ____ day ____	years months

To the landlord:

Note 1. If you intend to renew the contract, add the sentence as in [].

2. Refer to (1) and (2) of the present contract to fill in spaces (1) and (2) of this document

