



مرکز آموزش علمی-کاربردی فرهنگ و هنر واحد ۴۹

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ترم: ۴ نیمسال دوم تحصیلی: ۱۳۹۸-۱۳۹۹

نام درس: ترجمه کاربردی آثار مکتوب و متون رسمی- حقوقی  
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مربوط به هفته: اول □ دوم □ سوم □ چهارم □ پنجم □ ششم □ هفتم □ هشتم □ نهم □ دهم □ یازدهم □ دوازدهم □ سیزدهم □ چهاردهم □ پانزدهم □  
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جلسه پانزدهم

قرارداد اجاره منزل

## RESIDENTIAL LEASE AGREEMENT

دنباله درس

12. **DAMAGE TO PREMISES:** in the event the premises are destroyed or rendered wholly inhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of lessee, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between lessor and lessee up to the time of such injury or destruction of the premises, lessee paying rentals up to such date and lessor returning rental collected beyond such date, should a portion of the premises thereby be rendered inhabitable, the lessor must have the option of either repairing such injured or damaged portion or terminating this lease. In the event that lessor exercises its right to repair such untenable portion, the rental shall decrease in the proportion that the injured parts bears to the whole premises, and such part so injured shall be restored by lessor as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.

13. **INSPECTION OF PREMISES:** Lessor and lessor's agent must have the right at all reasonable times during the term of this Agreement and renewal thereof to enter the premises for the purpose of inspecting the premises and all building and improvements thereon. And for the purposes of making any repairs, additions or alternations as may be deemed appropriate by lessor for the preservation of the premises or the building. Lessor and its agents must further have the right to exhibit the premises and to display the usual "for sale", "for rent" or "vacancy" signs on the premises at any time within forty-five (45) days before the expiration of this lease. The right of entry shall likewise exist for the purpose of removing, placards, signs, fixtures, alteration, or additions, but do not conform to this Agreement or to any restrictions, rules or regulations affecting the premises.

14. **SUBORDINATION OF LEASE:** this Agreement and lessee's interest hereunder are and shall be subordinate ; junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the premises by lessor, all advances made under any such mortgages , liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.



**15. LESSEE'S HOLD OVER:** If lessee remains in possession of the premises with the consent of lessor after the natural expiration of this agreement, a new tenancy from month-to-month shall be created between lessor and lessee which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at -----DOLLARS (\$-----) per month and except that such tenancy shall be terminable upon thirty(30) days written notice served by either party.

**16. SURRENDER OF PREMISES:** Upon the expiration of the term hereof, lessee shall surrender the premises in as good a state and condition as they were at the commencement of this agreement, reasonable use and wear and tear thereof and damages by the elements accepted.

**17. ANIMALS:** lessee shall be entitled to keep no more than -----(----) domestic dogs, cats, or birds; however, at such time as lessee shall actually keep any such animal on the premises, lessee shall pay to lessor a pet deposit of -----DOLLARS( \$ ----- DOLLARS (\$ -----) of which shall be non-refundable and shall be used upon the termination or expiration of this Agreement for the purposes of cleaning the carpets of the building.

**18. QUITE ENJOYMENT:** Lessee, upon payment of all of the sums referred to herein as being payable by lessee and lessee's performance of all lessee's agreements contained herein and lessee's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said premises for the term hereof.

**19. INDEMNIFICATION:** lessor shall not be liable for any damage or injury of or to the lessee, lessee's family, guests, invitees, agents, or employees or to any person entering the premises or the building of which the premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the premises are a part, and lessee hereby agrees to indemnify, defend and hold lessor harmless from any and all claims or assertions of every kind and nature.

**20. DEFAULT.** If lessee fails to comply with any of the material provisions of this agreement, other than the covenant to pay rent, or of any present rules and regulation or any that may be hereafter prescribed by lessor, or materially fails to comply with any duties imposed on lessee by law within seven (7) days after delivery of written notice by lessor specifying the non-compliance and indicating the intention of lessor to terminate the lease by reason thereof, lessor may terminate this agreement. If lessee fails to pay rent when due and the default continues for seven (7) days thereafter, lessor may, at lessor's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to lessor at law or in equity or may immediately terminate this Agreement.

**21. LATE CHARGE:** In the event that any payment required to be paid by lessee hereunder is not made within three (3) days of when due, lessee shall pay to lessor, in addition to such payment or other charges due hereunder, a "late fee" in the amount of -----(\$-----).

**22. ABANDONMENT:** If at any time during the term of this Agreement lessee abandons the premises or any part thereof, lessor may, at lessor's option, obtain possession of the premises in the manner provided by law, and without becoming liable to lessee for damages or for any payment of any kind



whatever. Lessor may, at lessor's discretion, as agent for lessee, re-let the premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-letting, and, at lessor's option, hold lessee liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term. If this Agreement, had continued in force, and the net rent for such period realized by lessor, by means of such re-letting. If lessor's right of re-entry is exercised following abandonment of the premises by lessee, then lessor shall consider any personal property belonging to lessee and left on the premises to also have been abandoned, in which case lessor may dispose of all such personal property in any manner. Lessor shall deem proper and lessor is hereby relieved of all liability for doing so.

**23. ATTORNEY'S FEES:** Should it become necessary for lessor to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the premises. Lessee agrees to pay all expenses so incurred, including a reasonable attorney's fee.

**24. RECORDING OF AGREEMENT:** Lessee should not record this Agreement on the Public Records of any public office. In the event that lessee should record this Agreement, this Agreement shall, at lessor's option, terminate immediately and lessor shall be entitled to all rights and remedies that it has at law or in equity.

**25. GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of-----.

**26. SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, Neither the remainder of this Agreement Nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

**27. BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

**28. DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any affect whatsoever in determining the rights or obligations of the lessor or lessee.

**29. CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

**30. NON- WAIVER.** No indulgence, waiver, election or non- election by lessor under this Agreement shall affect lessee's duties and liabilities hereunder.

**31. MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

As to Lessor this ----- day of -----, 20-----.

Witnesses: Lessor-----.

با آرزوی موفقیت