

DRAFT INTERNAL RULES

Joint tenancy

WARNING

This template does not in any way negate the need to consult a specialist to adapt the rules on a case-by-case basis if required. An occupancy agreement requires that both the practical items agreed with the owner or the tenant in question and the circumstances justifying the use of this type of contract be known precisely.

The consequence of the above is that hub.brussels cannot be held liable as a result of the use of the internal rules template below without a case-by-case analysis of the situation, even in the event of a shortcoming or error, whether flagrant or not, in its content. In addition, legislation is constantly changing and, despite rigorous follow up, hub.brussels cannot guarantee that documents have always been updated.

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ING IBAN BE76 3631 6141 3595 - **THIRD-PARTY ACCOUNT** IBAN BE75 6304 1157 9951

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TITLE 1. General provisions

ARTICLE 1 – Purpose of the internal rules

The purpose of these internal rules is to set the minimum rules of courtesy in a shared commercial space.

They apply to the joint tenants, visitors, suppliers and all occasional occupants to whom the joint tenants provide access to the building.

ARTICLE 2 – Place of application

These internal rules are applicable to the entire site [definition of “site”: an address, a well-delimited space or part of the premises (floor, area, etc.)].

[In addition to shared spaces, the site consists of the following areas: *Potentially provide a description of all of the spaces available for lease on the site and related shares for charges and taxes.*]

ARTICLE 3 – Shared spaces

The shared spaces consist of [...]

The owner will provide the joint tenants with the following, with no commitment to replace them in the event of loss, breakage or theft: [...]

Each joint tenant can provide items for the premises with the approval of the other joint tenants, with no commitment to replace them in the event of loss, breakage or theft. The list of these items will be established via amendments to this contract.

The voluntary provision of items does not prevent the joint tenant from recovering their items, given reasonable advance notice.

The joint tenants can agree to acquire items together, which they can provide jointly to the premises. The list of these items will be established via amendments to these internal rules. Each amendment must specify 1) a depreciation period set by common accord by the joint tenants for each of the items, and 2) the share of each joint tenant in the acquisition of the item.

The joint tenants are responsible for the maintenance of the shared spaces and items in accordance with Article 25.

ARTICLE 4 – Description of the retail spaces

[Provide a description of each space available for lease]

[Provide the share of each space in the shared areas based on their surface area]

ARTICLE 5 – Application period of the internal rules

These internal rules are applicable for an indefinite period of time.

ARTICLE 6 – Changes to the internal rules

Para 1 These internal rules can be changed by the owner at any time.

They must inform the joint tenants who will then have one month to comply with the changes.

Joint tenants who do not accept the changes during this month will be entitled to terminate their lease with a notice period of minimum three months and maximum six months, without compensation for either party.

In the event that the joint tenant has not notified their intention to terminate the lease by registered mail within one month of the notification of the changes to the internal rules, the decision will be implemented and termination will no longer be possible.

Para 2. Each provision of these internal rules which requires the approval of the joint tenants must be decided by them at a general meeting:

- by a simple majority if the decision does not involve any financial consequences for the joint tenants;
- by a two-thirds majority if the decision will have a financial impact on the joint tenants.

In the event that the owner also occupies a retail space in the building, they will attend the general meeting of joint tenants like all of the other occupants.

Each decision taken by the general meeting of joint tenants must be notified to the owner for information. The latter is entitled to object within 15 days of being notified of the decision. If applicable, the owner's opposition will open the same right to no-fault termination as described in paragraph 1 to all joint tenants.

ARTICLE 7 – The general meeting of joint tenants

Within three months of leasing the first space in the building, the owner must hold the first general meeting of the joint tenants in a location of their choosing.

The joint tenants must appoint a chair by a simple majority during this first general meeting. This is not a paid position.

All topics relating to the joint tenancy can be discussed during the general meeting. There is no requirement to prepare an agenda in advance.

The chair must call a general meeting of joint tenants at least once a year, on [day/date/...]. In the event the chair doesn't meet their obligations or can no longer meet them (in the event of death, resignation, departure, etc.), the owner must take their place.

An extraordinary general meeting can also be called by a minimum of X joint tenants. They must address a request to the chair for this purpose and the latter will call a meeting of joint tenants.

The meeting notices must be sent to all joint tenants by the chair at least 15 days before the date of the general meeting.

Each joint tenant has a number of votes corresponding to their share of the shared spaces.

No one can take part in the vote, even as a representative, for a number of votes in excess of the total number of votes held by the other joint tenants present or represented.

The general meeting will only be deemed to have been validly called if at least 50% of the joint tenants are present or represented and they hold at least half of the shares of the shared spaces.

However, the general meeting is also entitled to deliberate if the joint tenants present or represented at the beginning of the general meeting represent over three quarters of the shares of the shared spaces.

If neither of these two quorums is met, a second general meeting must be held after a period of 15 days, at least. It will be entitled to deliberate regardless of the number of members present or represented and of their shares in the joint tenancy.

Abstentions and null or blank votes are not considered to be valid votes for calculating the required majority.

ARTICLE 8 – Partial nullity

The nullity of one or several of the provisions of these internal rules will only entail the nullity of the disputed clause, with the obligation for the parties to replace it with another one as close to it as possible.

Titre II – Rights and obligations of the owner and joint tenants

ARTICLE 9 – Joint tenant responsibilities

Joint tenants are responsible for any damage they cause or caused by another person present on the premises with their express or tacit permission. They commit to ensuring that these internal rules are complied with by everyone.

ARTICLE 10 - Insurance

The joint tenant is required to have civil liability insurance for themselves and for the people they are responsible for to cover any bodily harm and material or immaterial damage caused to the owner or to third parties as a result of the use of the leased spaces or other services provided by the owner. The latter can demand that the joint tenant provide an insurance certificate.

[To be modified depending on the situation, for example, if the owner insures the leased property themselves:]

All insurance policies required for the buildings and their operation will be taken out by the owner. The insurance policies will not cover any risks related to the joint tenant's activity (notably, their equipment: nomad devices, personal belongings and other property of the joint tenant or third parties (leasing) for which they must decide whether or not to take out their own insurance policy.

Except in the event of gross or intentional negligence, the joint tenant and their subrogated insurer, who will be informed by the joint tenant when they take out the insurance policies, waive any appeal which they could be entitled to bring against the owner or other joint tenants, for any damage which the joint tenant may suffer as a result of any event whatsoever, notably fire, water damage, accidents or theft.

ARTICLE 11 – Municipal charges

The joint tenants must pay all municipal charges.

The charges will be allocated by share.

ARTICLE 12 – Owner responsibilities

The owner cannot be held liable, for any reason whatsoever, for any inconvenience, damage, deterioration, accidental interruptions, etc. which could be suffered by the building or for the water, electricity, heating or telephony installations, etc. during the execution of the lease contract, unless it can be established that, after being notified, they did not take suitable measures to remedy the situation as soon as possible.

The owner cannot, in any event, be held liable for any disruptions caused by third parties.

The owner cannot, in any event, be held liable vis-à-vis their tenants in the event that the building is expropriated and they will not owe any compensation.

ARTICLE 13– Occupancy

The joint tenants and other occupants of the building must always use the site peacefully and in a legally responsible way.

ARTICLE 14 – Sub-tenancy leases [If allowed]

Any sub-tenancy leases granted must include a commitment by the subtenants to use the premises respectfully and responsibly and to comply with the provisions of these internal rules which they must acknowledge having read. In the event of a serious breach duly reported, the leases can be terminated at the request of the joint tenants or of the owner.

ARTICLE 15 – Departure of a joint tenant

At the end of their lease, the joint tenants must remove any items they have contributed to the premises.

With respect to any items purchased jointly, the new joint tenant must purchase the shares of the departing tenant in the items at the purchase price set in Article 3 of these internal rules.

Titre III – Building rules [To be adapted based on the circumstances]

ARTICLE 16 – Business activities of the joint tenants

The joint tenants can exercise any commercial or non-commercial activity on the premises, except for activities which are dangerous, unhealthy, polluting, contrary to common decency or which can cause a nuisance for the owner or for the other joint tenants.

The joint tenant agrees to comply with all legal obligations related to the exercise of their activities and/or the infrastructure. Any breach of the rules in effect will result in the automatic and legal termination of the lease at the exclusive fault of the joint tenant who will be responsible for corresponding directly with all public authorities, with no involvement by the owner.

In the event of a serious nuisance caused by the joint tenant during the lease period, they will be notified by email that they must put an end to the nuisance as soon as possible, and at the latest, within 24 hours. In the event that they don't comply, the owner will be entitled to terminate the lease immediately at the joint tenant's fault without prejudice to the owner's right to claim damages to compensate for the damage resulting from the nuisance.

Any repeated breach of the clauses of these internal rules is considered a serious nuisance.

ARTICLE 17 – Use of the address by the joint tenants

The joint tenants will be entitled to use the address of the owner's building on their commercial documents for the execution period of these internal rules. The use of the owner's name is, however, forbidden. The joint tenant remains fully liable for all of their debts, charges and all taxes related to their commercial activity.

ARTICLE 18 – Access to the building

[To be adapted based on the specific circumstances of the building] The joint tenant must provide the owner with the identity and contact information of their employees who will be provided with an individual badge giving access to the owner's building. The badges cannot be lent or transferred and must be returned by the joint tenants at the end of their lease. Any badges lost during the period the owner's premises are occupied must be reported to them within 24 hours.

ARTICLE 19 - Opening hours

The businesses operated by the joint tenants must open between **XX:XX** and **XX:XX**, and be closed between **XX:XX** and **XX:XX**, Monday through Saturday.

ARTICLE 20 – Exceptional opening and events

[The owner or the general meeting of the joint tenants could decide on exceptional openings in accordance with the law]

ARTICLE 21– Animals

Animals are forbidden in the building except under exceptional circumstances and in the case of a guide dog.

ARTICLE 22 - Forbidden items

For the purposes of hygiene and to ensure the safety and comfort of everyone present, it is forbidden to bring items on site which, due to their use, purpose or characteristics present a risk for the safety of people, works or buildings. This includes:

- Foul-smelling items, containers or contents;
- Illicit products;
- Illegal bulky items;
- Weapons and ammunition of any type, including tear gas and bladed weapons;
- Explosive, flammable, toxic and volatile substances;
- [...].

These provisions can only be waived with the prior authorisation of the owner. The provisions can be strengthened during all cases of force majeure.

No vehicles whatsoever can be parked in the shared areas unless a special area or car park has been provided to the joint tenants by the owner.

ARTICLE 23 – Noise pollution and background music

The use of background music or a radio on site and payment of the related costs must be discussed and voted on at the general meeting. The content of this decision must be recorded in an amendment to these internal rules.

Occupants are forbidden from broadcasting music or organising any type of activity which might disrupt the peacefulness of the other businesses or of the shared areas without the owner's authorisation.

ARTICLE 24 – Changes and visual pollution

Para 1. Any changes to or decoration of the private areas must be in keeping with the other areas and with the shared spaces.

Para 2. The joint tenants may not display anything unsightly or contrary to good taste, to law and order or to common decency or anything that is discriminating or denigrating for a category of the population or involves proselytism.

The owner is entitled to demand the immediate removal of any displays which breach this provision. Refusal by the joint tenant to comply will be considered a serious fault as meant by Article XX.

ARTICLE 25 - Cleaning and waste management

Each joint owner is responsible for removing their waste and must check if it can be recycled. The shared spaces cannot be used to store waste under any circumstances. All waste must be disposed of in the waste and recycling containers provided on site.

Waste will be removed once or twice a week based on the schedule provided when the tenant begins their lease. No litter is allowed on site. Dust bins cannot be left by the containers, even if the latter are full. In the two above cases, the owner must be contacted to record the situation.

In the event of a special event which could generate a large volume of waste, it is the responsibility of the joint tenants to anticipate and organise its removal, in accordance with recycling rules.

Each joint tenant is responsible for cleaning and maintaining their premises.

The cleaning and maintenance of shared spaces, including outdoor areas, must be organised and paid for by the joint tenants based on a schedule agreed at the general meeting of joint tenants. However, the premises must be cleaned weekly.

The cleaning and maintenance of shared spaces also includes the cleaning and maintenance and, if possible, the repair of the items provided to the joint tenants by the owner and by the other occupants as well as of the items acquired together by the joint tenants.

ARTICLE 26 – Smoking

It is forbidden to smoke in the closed and/or covered areas of the site.

ARTICLE 27 – Neutrality of expression

In order to ensure neutrality in thinking and respect for diverse opinions, it is forbidden to hold religious or political events or to proselytise in any way whatsoever.

ARTICLE 28 – Unfair competition and joint tenant fair play

The joint tenants agree to refrain from any aggressive competitive practices vis-à-vis the other joint tenants.

In particular, no comparative promotional activities targeting one or more of the joint tenants can be conducted.

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