

## RESIDENTIAL LEASE CONTRACT

In Tallinn, on \_\_\_\_\_

The signatories, representative of WOODBALT GROUP OÜ, Anastasiia Rebrik, personal identification code 47702240100, place of residence Tallinn

(hereinafter referred to as “Lessor”), and \_\_\_\_\_ personal identification code \_\_\_\_\_

place of residence Estonia

(hereinafter referred to as “Lessee”), have decided to enter into this agreement and have agreed on the following (hereinafter referred to as “Contract”)

### I GENERAL PROVISIONS

**1.1** The Lessor shall declare that they have the right to enter into this Contract according to the terms and conditions provided below and no third person has the right of use or right of disposal over the dwelling serving as an object of the Contract nor any legal basis to apply for such rights.

**1.2** By signing the Contract, the parties shall cancel all prior oral or written agreements and contracts governing the use of the dwelling.

### II OBJECT OF CONTRACT

**2.1** The Lessor shall grant and the Lessee shall accept the lease of a 1-room apartment located

at Nafta \_\_\_\_\_ room nr.\_\_\_\_ Tallinn, Estonia, total surface area \_\_\_\_ m<sup>2</sup>, (hereinafter referred to as “Dwelling”).

**2.2.** Upon entering into this Contract, the following persons who shall be obligated to comply with the terms and conditions of this Contract shall live in the Dwelling together with the Lessee:

..... , personal identification code: .....

place of residence .....

**2.3** The Dwelling shall be transferred to the Lessee on the basis of an instrument of delivery and receipt, which shall specify the condition and composition of the Dwelling at the moment of entering into the Contract. The instrument of delivery and receipt shall be an integral part of the Contract and shall not have any independent legal force.

### III CONTRACT DEADLINE

**3.1** Date of expiry of the contract \_\_\_\_\_

### IV RENT AND FEE FOR SERVICES

**4.1** The Lessee shall be obligated to pay rent \_\_\_\_ euros per month for the living space leased by them. The rent shall not be inclusive of value added tax, and no value added tax shall be added.

**4.2** Rent for the Dwelling shall be transferred to the company WOODBALT GROUP OÜ to the bank account EE652200221056663759 or paid in cash.

**4.3** The Lessee shall be obligated to pay rent for the following month every month as a single payment by the 10th date of each month.

**4.4** The Lessee shall be obligated to pay a security of \_\_\_\_ euros upon signing the

Contract, which shall be returned to the Lessee following the expiry of the term of the residential lease contract or upon the premature termination of the Contract, provided that the Lessor has no complaints against the Lessee (the last utilities invoice has been paid) and the Dwelling has been transferred in the same condition that it was accepted in by the Lessee, taking into consideration natural wear and tear, deducting all the obligations and compensations to be paid the Lessee arising from the Contract.

**4.5** In the event of delaying with paying for services or rent, the Lessee shall pay interest on arrears 0.1% of the outstanding amount per each day of delay.

**4.6** The rent fee includes services utilised (incl. heating, electricity, water, internet, general house services ) Fix price 100 euro per month, and 70 euro for the cleaning at the end of the contract.

## **V OBLIGATIONS OF THE LESSOR**

**5.1** The Lessor shall be obligated to:

**5.1.1** grant the object of Contract to the use of the Lessee as of \_\_\_\_\_

**5.1.2** at their own expense, maintain the required technical and fire safety condition of the central heating, water supply, sewerage, electricity, ventilation, fire fighting equipment;

**5.1.3** ensure the elimination of malfunctions in the event of emergencies, whereas malfunctions and damages caused due to the fault of the Lessee shall be eliminated at the expense of the Lessee;

**5.1.4** inform the Lessee in advance of interruptions and planned repairs in the building's public services;

**5.1.5** in the event that the Lessor requires access to the leased Dwelling, they shall notify the Lessee thereof in advance and enter with the Lessee's consent;

**5.1.6** in the event that the apartment becomes uninhabitable and the Lessee cannot use the apartment according to the terms and conditions of the Contract, the Lessor shall refund the rent to the Lessee to the extent of the advance payment for the unused time.

**5.2** The Lessor shall not be liable for the preservation of the Lessee's property in the Dwelling.

## **VI OBLIGATIONS OF THE LESSEE**

**6.1** The Lessee shall be obligated to:

**6.1.1** use the Dwelling according to its intended purpose;

**6.1.2** maintain cleanliness and order in public spaces, not damage the furnishings and equipment therein, and not smoke in the Dwelling;

**6.1.3** comply with health rules, fire safety rules and rules for the exploitation of the buildings in the Dwelling and in the public areas of the building;

**6.1.4** not carry out alterations in the Dwelling without obtaining the Lessor's approval for thereof;

**6.1.5** not disturb the peace and activity of other people living in the building with their activity;

**6.1.6** timely pay rent provided in cl 4.1 and for the services provided in cl 4.6 according to the terms and conditions of this Contract;

**6.1.7** in the event of discovering malfunctions in the Dwelling or public spaces, immediately implement all measures to eliminate thereof and promptly notify the Lessor of all emergencies;

**6.1.8** upon the expiry of the Contract term, transfer the object of Contract and its appliances to the Lessor in full working order, taking normal wear and tear into account;

**6.1.9** in the event of damaging the Dwelling or its furnishings, compensate the Lessor for all damages incurred due to the damage;

**6.1.10** allow the Lessor to check the condition and purposeful use of the Dwelling, provided

that the Lessor has informed the Lessee thereof in advance.

**6.2** The Lessee shall not have the right to sublease the Dwelling.

**6.3** The Lessee shall not have the right to keep pets in the Dwelling.

**6.4** In the event that the Lessee fails to comply with any of the obligations set out in the Contract, the Lessor shall have the right to perform the respective obligation for the Lessee and demand compensation for the expenses incurred by the Lessor due to performing the obligation. The provisions of this clause shall not in any way limit the Lessor's right to use any other judicial remedies arising from the law and the Contract.

## **VII AMENDING THE LEASE CONTRACT**

**7.1.** The terms and conditions of this Contract may only be amended upon the written agreement of the Lessee and the Lessor, unless the laws of the Republic of Estonia provide otherwise.

## **VIII EXPIRY OF THE LEASE CONTRACT**

**8.1** The lease contract shall expire upon the expiry of the term, unless agreed otherwise.

**8.2** The Lessor shall have the right to unilaterally cancel the Contract prematurely, notifying the Lessee thereof in writing at least 30 calendar days in advance, excluding in the cases set out in cl-s 8.5 and 8.6 of this Contract.

**8.3** The Lessee shall have the right to cancel the Contract prematurely, notifying the Lessor thereof in writing at least 30 calendar days in advance, provided that:

**8.3.1** a defect occurs in the Dwelling or the use thereof is prevented due to circumstances that the Lessee is not responsible for and that the Lessee is not obligated to eliminate at its own expense according to the Contract, and such a defect prevents the purposeful use of the premises or significantly restricts thereof;

**8.3.2** the premises cannot be used because the Lessor has breached their obligations arising from the Contract;

**8.3.3** there was some other material reason for the Lessee to terminate the Contract.

**8.4** In the event that the Lessee terminates the Contract due to reasons provided in cl 8.3.1 and cl 8.3.2, the Lessor shall be obligated to refund the security payment under the terms and conditions provided in cl 4.4 and pay contractual penalty equal to a month's rent provided in cl 4.1 of this Contract. In the event that the Lessee wishes to terminate the Contract under the terms and conditions not set out in this Contract, the Lessor shall retain the right to not refund the security payment and, additionally, the Lessee shall be obligated to pay contractual penalty equal to a month's rent provided in cl 4.1 of this Contract.

**8.5** In the event that the Lessee fails to perform or breaches the obligations provided in cl 6, the Lessor shall have the right to prematurely terminate the Contract and not refund the security payment to the extent of material damage caused, notifying the Lessee thereof in writing at least 14 calendar days in advance.

**8.6** In the event that the Lessee delays with paying rent provided in cl 4.1 and Accessory Expenses for longer than 10 calendar days, the Lessor shall have the right to terminate the Contract with immediate effect, and the Lessee shall be obligated to vacate the Dwelling within 5 (five) days according to the terms and conditions provided in cl 6.1.8 and pay contractual penalty equal to a month's rent provided in cl 4.1 of this Contract.

## **IX CHANGE OF THE OWNER OF THE DWELLING**

**9.1** In the event that the ownership of the Dwelling transfer to a different owner, this Contract shall remain in force with regard to the new owner as well, unless the laws of the Republic

of Estonia provide otherwise.

## **X FINAL PROVISIONS**

**10.1** In the event that a provision of this Contract becomes invalid or unenforceable, it shall not affect the validity of the other provision of this Contract. In this case, the invalid or unenforceable provision shall be deemed to have been substituted with a provision that is as close to the invalid or unenforceable provision as possible.

**10.2** The party obligated to pay contractual penalty or interest on arrears shall be obligated to pay the contractual penalty or interest on arrears to be paid pursuant to this Contract within 10 (ten) days after the receipt of the respective claim from the entitled party. In the event that the party obligated to pay contractual penalty or interest on arrears does not pay the contractual penalty or interest on arrears to be paid pursuant to this Contract within 10 (ten) days after the receipt of the respective claim from the entitled party, the entitled party shall have the right to submit the claim for contractual penalty and/or interest on arrears to the other party using the services of a collection agency.

**10.3** Not using the Dwelling shall not release the Lessee from their obligations arising from the Contract (to pay rent and other obligations).

**10.4** All issues arising from this Contract that are not regulated herein shall be settled pursuant to the general idea of law. The Contract shall be performed and interpreted in accordance with the legislation of the Republic of Estonia.

**10.5** All disagreements between the contractual parties shall be resolved by way of negotiations; in case of a failure to reach an agreement, the disputes shall be settled according to the procedure prescribed in the legislation of the Republic of Estonia.

**10.6** This Contract has been entered into in two copies of equal legal force in English, one of which shall remain with the Lessee and the other with the Lessor.

**10.7** An instrument of delivery and receipt of the Dwelling shall be appended to this Contract.

**10.8** All appendices to this Contract and agreements entered into on the basis of or pursuant to this Contract shall form an integral part of this Contract.

**Lessor**

**Lessee**

**WOODBALT GROUP OÜ**

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**Anastasiia Rebrik**

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**argon.ua@gmail.com**

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