**Residential Lease Contract**

In Tallinn, \_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as the “Lessor”, personal ID (registry code) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, address (location) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_),

and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as the “Lessee”, personal ID (registry code) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_),

both hereinafter separately referred to as a “Party” and together as the “Parties”, enter into this Residence Lease Contract, hereinafter referred to as the “Contract”, on the following terms and conditions:

1. Object of the Contract

1.1. By this Contract the Lessor grants the Lessee for a fee the temporary use of apartment No. \_\_\_\_ owned by the Lessor, located in Tallinn at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Street, building No. \_\_\_\_, with total area \_\_\_\_ m2, comprising of \_\_\_\_ rooms, \_\_\_\_ kitchen, \_\_\_\_ bathroom, \_\_\_\_ toilet, \_\_\_\_ terrace, \_\_\_\_ storage room, hereinafter referred to as the “Residence”.

1.2. The Lessor shall deliver the Residence to the Lessee with a functioning and regulated water supply and sewerage system, functioning and purposeful heating, ventilation and electric system, also with the following furnishings and household appliances:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

1.3. The Lessor shall grant the use of the Residence to the Lessee from \_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_ until \_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_.

2. Rent and additional expenses

2.1. The Lessee shall be obliged to pay to the Lessee for the use of the Residence the rent of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_) Euro per month.

2.2. In addition to the rent as specified in clause 2.1 of the Contract, during the validity of the Contract the Lessee shall pay for:

2.2.1. Any additional utility services used by the Lessee (including hot and cold water, drainage and heating) according to the tariffs or meter readings on the basis of invoices submitted by the service provider;

2.2.2. Electric power according to the official tariffs on the basis of meter readings;

2.2.3. Maintenance and improvement costs of the building in accordance with the invoices submitted by the apartment association.

2.3. Upon signing the Contract, the Lessee shall pay one (1) month rent in advance. Hereinafter the Lessee shall pay the rent by the \_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_) day of the calendar month for which the rent is paid.

2.4. In case of failure to pay the rent and any other amounts payable under the Contract in a timely manner, the Lessee shall pay an interest of \_\_\_\_\_\_\_\_\_ percent (\_\_) % of the overdue amount for each day of delay.

3. Rights and obligations of the Parties

3.1. The Lessee shall:

3.1.1. accept the possession of the Residence from the Lessor and upon transfer carefully inspect the Residence;

3.1.2. use the Residence prudently and pursuant to the intended purpose, i.e. for residing;

3.1.3. follow the established welfare, sanitary and fire safety rules in the Residence and public places of the building;

3.1.4. consider the interests of neighbours and residents of the building;

3.1.5. compensate in full for any damage arising from the destruction of and damage to the Residence, which occurs at the time when the Residence was in the possession of the Lessee, unless the latter proves that the destruction or damage occurred under circumstances beyond its control. The Lessee shall not be liable for the natural wear, deterioration of the condition or changes of the Residence accompanying the contractual use thereof;

3.1.6. remove at own expense any defect of the Residence that can be removed by light cleaning or maintenance for the ordinary preservation of the Residence;

3.1.7. allow the Lessor to inspect the Residence if this is necessary to preserve, transfer or lease the Residence to another person;

3.1.8. not to sublet the Residence without prior written consent of the Lessor;

3.1.9. on the last day of validity of the Contract, return the Residence with accessories in a condition corresponding to the contractual use of the Residence, considering the normal wear.

3.2. The Lessor shall:

3.2.1. deliver the Residence to the Lessee in the condition appropriate for the contractual use on \_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_ at the latest;

3.2.2. enable the Lessee to use the Residence in accordance with the Contract;

3.2.3. refrain from refusing to grant consent for any improvements and alterations performed in the Residence by the Lessee, if this is necessary for the use of the Residence;

3.2.4. refrain from interfering with the private life of the Lessee without good reason;

3.2.5. pay the costs of emergency repairs if the accident was not caused by the Lessee.

3.3. The Lessee has the right to:

3.3.1. perform improvements and alterations in the Residence only upon prior written consent of the Lessor;

3.3.2. upon expiry of the Contract, remove any improvement or alteration performed in the Residence if possible without damaging the Residence;

3.3.3. accommodate in the Residence leased to the Lessee his/her spouse, minor children and incapable parents. Other family members can be accommodated upon written consent of the Lessor.

4. Duration and expiry of the Contract

4.1. The Contract shall expire at the date specified in clause 1.3 of the Contract, also on other basis specified by law or the Contract.

4.2. The Lessee and the Lessor have the right to extraordinary premature cancellation of the Contract under the circumstances specified in Law of Obligations Act.

4.3. Inter alia, the Lessor may cancel the Contract if:

4.3.1. the Lessee is on two consecutive due dates in delay with the payment of rent, additional expenses, maintenance and improvement costs of the building, or a substantial part thereof;

4.3.2. the overdue rent or deposit exceeds the rent payable for two months; or

4.3.3. the overdue additional expenses or maintenance and improvement costs of the building exceed the respective costs payable for two months.

4.4. The Lessor may cancel the Contract on the grounds specified in clause 4.3 of the Contract, if the Lessor has given an additional term of at least 14 days to the Lessee in a format which can be reproduced in writing, stating a warning that the Contract shall be cancelled upon failure to pay the debt within the specified term.

5. Agreement on contractual penalty

5.1. The Lessor has the right to demand payment of a contractual penalty from the Lessee if the Lessee has significantly violated the obligations provided for in clauses 3.1.1, 3.1.3, 3.1.7, 3.1.8 and 3.1.9 of the Contract.

5.2. The Lessor has the right to charge a contractual penalty in the amount of ten percent (10%) of the agreed rent and the additional expenses and the maintenance and improvement costs of the building per month for one violation.

5.3. The amount of contractual penalties charged from the Lessee in one month may not exceed twenty percent (20%) of the agreed rent as well as the additional expenses and the maintenance and improvement costs of the building.

6. Final provisions

6.1. In matters not regulated by this Contract the Parties shall be governed by the legislation of the Republic of Estonia.

6.2. Notices shall be delivered by phone, e-mail or fax, unless a written form of notification is prescribed in the Contract. Written notices shall be delivered to the other Party by registered mail or handed over to the other Party against signature. A written notice shall be considered as delivered to the other Party after five (5) calendar days from posting.

6.3. Any disputes arising from the Contract shall be settled in good faith by negotiation between the Parties. If agreement cannot be reached, the disputes shall be resolved in lease committee or in court on the bases and in compliance with the procedure provided for in the legislation of the Republic of Estonia.

6.4. By agreement of the Parties, written annexes may be attached to the Contract to resolve issues not covered by the Contract, which shall form an integral part of the Contract.

6.5. The Contract has been prepared and signed in two identical copies of equal legal force, one copy remaining to the Lessor and the other to the Lessee.

6.6. Contact details of the Parties:

Lessor: Lessee:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Lessor: Lessee:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_