

COMMERCIAL LEASE AGREEMENT No __

This Agreement is concluded on [] 2017 in the following:

1. SPECIAL CONDITIONS:

1.1. Landlord	1.2. Tenant
Name of CityStock OÜ commercial organisation Registry code 14148982 Address Tammsaare road 47, 11316 Tallinn Representative Board member E-mail address info@citystock.ee	Name Registry code / personal identification code Address Representative E-mail address
1.3. Object and purpose of the Agreement	
<p>1.3.1. The Object of this Agreement is the 14 m² container No [], located on the Property and with no electrical or water supply or heating. The location of the Space on the Property is marked in red in Annex 1 of this Agreement.</p> <p>1.3.2. With this Agreement, the Landlord gives the Object to the Tenant to use. The Tenant commits to paying Rent and to fulfilling other obligations detailed in this Agreement in return for the use of the Object.</p>	
1.4. Commencement and expiration of the Agreement, handover and return of tenancy	
<p>1.4.1. The Agreement commences after the Tenant signs the Agreement on the Landlord's Website or in the Landlord's office.</p> <p>1.4.2. The Agreement is valid indefinitely.</p> <p>1.4.3. The Landlord shall give the tenancy of the Object over to the Tenant in the manner and procedure detailed in General Conditions. The Tenant shall return the tenancy of the Object to the Landlord on the last day of the validity of the Agreement.</p>	

1.5. Security Deposit

- 1.5.1. The sum of the Security Deposit equals the sum of 1 (one) month's Rent.
- 1.5.2. The Tenant transfers the Security Deposit to the Landlord's bank account No before the tenancy of the Object is handed over.

1.6. Rent and payment terms

- 1.6.1. The Tenant shall pay Rent to the Landlord from the first date of the handover of the Object.
- 1.6.2. Rent for the Space is () euros per month, plus VAT.
- 1.6.3. Rent is due on the 10th (tenth) calendar day of the current month.

1.7. Parties' Contact persons

- 1.7.1. Contact person for Landlord:
- 1.7.2. Contact person for Tenant:

1.8. Other conditions

- 1.8.1. By signing this Agreement, the Tenant confirms that they have read the General Conditions (available on the Landlord's Website), they are fully aware of the content of the General Conditions and they accept the General Conditions in their entirety. Despite referring to General Conditions by that name, the Parties confirm that they have separately discussed all provisions of the General Conditions and that they do not treat General Conditions as standard conditions as per the Law of Obligations Act. The Parties shall not sign General Conditions separately.
- 1.8.2. In the event of discrepancies between the Agreement's Special Conditions and General Conditions, Special Conditions shall prevail.
- 1.8.3. By signing this Agreement, the Tenant gives the Landlord (1) explicit consent to fulfil the Agreement, i.e. for the handover of the Object. The natural person that is the Tenant confirms that they are aware that they shall lose the right to withdraw from the Agreement after the Landlord has fulfilled the Agreement, i.e. handed over the Object to the Tenant; (2) consent for the use of personal data of the Tenant and the Tenant's representative in the manner and procedure detailed in General Conditions.

SIGNATURES

Landlord

Tenant

GENERAL CONDITIONS OF COMMERCIAL LEASE AGREEMENT

Effective from 15 May 2017

1. DEFINITIONS

The following capitalised terms used in the Agreement shall have the following definitions:

Special Conditions: special conditions of the Agreement as concluded between the Parties;

Property: property located at Valukoja 25, Tallinn:

Agreement: commercial lease agreement concluded between the Parties, which consists of Special Conditions and General Conditions, amendments to the Agreement and Annexes.

Object: is the Object of the Agreement, i.e. the Space;

Party / Parties: are the Tenant and Landlord, separately or together;

Space / Spaces: is the commercial space (container) located on the Property, which is given to the Tenant's use as per the Agreement;

Intended Use: is the intended use of the Space, which is storage;

Security Deposit: is the security deposit given to the Landlord by the Tenant as a guarantee of fulfilment of their obligations due under the Agreement:

General terms and conditions: are the current general conditions of the commercial lease agreement;

Rent: is the payment given to the Landlord by the Tenant in return for the use of the Object;

Landlord: is the person named in clause 1.1 of the Agreement;

Landlord's Website: is the website of the Landlord at www.citystock.ee;

Tenant: is the person named in clause 1.2 of the Agreement;

info@citystock.ee  www.citystock.ee

2. CONCLUDING THE AGREEMENT

- 2.1. To conclude the Agreement, a corresponding application must be submitted to the Landlord via the Landlord's Website. By submitting the application, the Tenant confirms that they have thoroughly read the General Conditions, they understand the General Conditions fully and they accept the General Conditions in their entirety.
- 2.2. The Agreement shall be displayed to the Tenant on the Landlord's Website and can be signed by the Tenant digitally on the Landlord's Website or on paper in the Landlord's office in the presence of the Landlord. The Landlord shall sign the Agreement within two (2) working days after the Agreement has been signed by the Tenant.

3. HANDOVER OF THE TENANCY OF THE OBJECT

- 3.1. The Landlord shall hand over the tenancy of the Object immediately after the Tenant has signed the Agreement, as well as paid the proper Security Deposit and Rent for the current month.
- 3.2. The handover of the Object is considered to be the moment when the Landlord sends the Tenant a mobile text message with information on the location of the key to the Object on the Property, including a door code enabling the Tenant to open the location box of the key.
- 3.3. The Tenant shall return the tenancy of the Object on the due date detailed in Special Conditions.
- 3.4. After accepting tenancy, the Tenant is obliged to notify the Landlord of any defects in the Object immediately, but no later than seven (7) days after the discovery of the defect or after the moment when the Tenant should have discovered the defect. If the Tenant delays notifying of the defect, they shall have no right to use the defect as basis.
- 3.5. The Landlord gives the Object to the Tenant's use according to the conditions set in the Agreement, and the Tenant commits to using the Object for its Intended Use, and in accordance with the terms of the Agreement, as well as to paying Rent to the Landlord in the manner and procedure detailed in the Agreement.

4. USE OF THE OBJECT

- 4.1. The Tenant commits to using the Object with care and prudence, and to following any applicable health, fire, security, construction, technical and other safety regulations (“**Regulations**”) and laws.
- 4.2. The Tenant has the right to:
 - 4.2.1. use the Object for its Intended Use and according to the terms of the Agreement;
 - 4.2.2. to use the Property for gaining access to the Object, as per the conditions set in the Agreement, and in a way that does not disturb other persons and the Landlord;
 - 4.2.3. to install in the Space their own equipment necessary for utilising the Space for its Intended Use;
- 4.3. The Tenant is forbidden from:
 - 4.3.1. using appliances and technology in the Space that cause or emit any of the following: vibration and noise above legal limits, radio and TV disruptions, chemicals, dust that is damaging to the surrounding environment, harmful radiation, overload of the electrical grid;
 - 4.3.2. keeping any of the following on the rented Space: weapons, explosives, drugs, items that are easily flammable or self-flammable, items with a high fire load, toxic items, items harmful to health or the environment, flammable or explosive items or substances;
 - 4.3.3. using the Space in a way that is not in accordance with the Intended Use;
 - 4.3.4. engaging in activities in the Space and on the Property, which are against common decency and law and order;
 - 4.3.5. storing items in the Space that require a total floor load of more than 1500 kg/m²;
 - 4.3.6. disturbing third parties and the Landlord with their activity;
 - 4.3.7. smoking in the Space and on the Property;
 - 4.3.8. changing the lock and padlock of the Space;
 - 4.3.9. parking on the Property;
 - 4.3.10. subletting or giving the Object to third party use in any way;
- 4.4. The Tenant shall arrange at their own expense the proper disposal of waste and the fulfilment of any obligations arising from the Packaging Act, including the fulfilment of the obligation to reclaim sales packaging and packaging waste.

- 4.5. The Tenant must notify the Landlord immediately of any accidents, fires or other emergencies on the Object, and must immediately take measures at their own cost to avoid and reduce any damage from the emergencies and to eliminate any consequences. The Landlord has the right to partly or fully block access to the Object for the duration of the time necessary to eliminate damage from an emergency, fire or explosion, or in the existence of such a threat when the Landlord deems in necessary. The Tenant has no right to apply for a reduction of Rent or compensation for damages or to submit an application to terminate the Agreement due to inability to use the Space on the basis of this clause.
- 4.6. The representatives and authorised persons of the Landlord have free access to the Object, provided that the Tenant has been notified at least one (1) day before when possible. The Landlord has the right to enter the Object using their own key and without the presence of the Tenant.

5. RENT AND OTHER PAYMENT OBLIGATIONS

- 5.1. The Tenant shall pay Rent for the use of the Object from the commencement of the Agreement until the date of actual return of tenancy of the Object.
- 5.2. The Tenant shall pay Rent for the current month on the basis of an invoice issued by the Landlord in the same month. As an exception, Rent, for the first month of the Agreement, i.e. from the date of commencement of the Agreement until the end of the current calendar month, is paid on the same day the Agreement is concluded.
- 5.3. Rent and other payments due under the Agreement are exclusive of VAT and other related taxes according to current law.
- 5.4. The Tenant must also pay Rent for the periods of time that they were unable to use the Space for reasons of their own doing, in particular due to being absent. In this case, the Tenant has no right to deduct any sums from the Rent, including the value of any savings or benefits gained by the Landlord by using the Object in a different way.
- 5.5. The Parties hereby agree that Rent is subject to an annual increase of two per cent (2%) based on the Rent in force in the month immediately preceding the increase, beginning from 12 months after the signing of the Agreement, with no additional written agreement from the Parties. The increase of Rent shall be reflected on the invoice issued by the Landlord. The Landlord is not obliged to issue a separate notice to the Tenant regarding the increase of Rent.
- 5.6. The Tenant shall pay the Landlord 25 euros plus VAT for the padlock and key given by the Landlord, which shall be offset against the Security Deposit upon termination of the Agreement.

6. ISSUING AND PAYING INVOICES

- 6.1. The Landlord shall issue all invoices due under the Agreement, including Rent invoices, a minimum of 5 (five) days before the due date of the payment. Rent invoices are issued on the 1st (first) day of each month.
- 6.2. If the Tenant has not received a Rent invoice from the Landlord by the date stated in the Agreement, they are obliged to notify the Landlord immediately.
- 6.3. The Tenant shall pay all payments due under the Agreement via bank transfer to the bank account stated on the invoice. An invoice is considered paid from the date that the sum is credited to the bank account.
- 6.4. The rate of interest is 0.15% (zero-point fifteen percent) on the outstanding debt per calendar day until to the debt has been paid.
- 6.5. Collectable liabilities on payments due by the Tenant to the Landlord are considered paid in the following order: (1) interest; (2) penalty fee; (3) Rent; (4) other obligations.

7. PROCEDURES WHEN TENANT FAILS TO MEET PAYMENT OBLIGATIONS

- 7.1. If the Tenant fails to meet the payment obligations due under the Agreement, the Landlord has the immediate right to claim of lien according to the conditions provided by law.
- 7.2. To effect claim of lien, the Landlord shall lock the Space with a padlock, which the Tenant is prohibited from breaking. The Tenant has no right to enter the Space after the Landlord has claimed lien (including after the Space has been locked by the Landlord with a padlock).
- 7.3. The Landlord shall notify the Tenant of the claim of lien via e-mail.
- 7.4. The Landlord has the right to enter the Space with their cooperation partners to effect the Landlord's claim of lien. The Landlord and Landlord's cooperation partners also have the right to review and take inventory of all items in the Space. The Landlord (or the Landlord's cooperation partner) shall take inventory of the items, which the Landlord shall present to the Tenant.
- 7.5. The Landlord has the right to store the items in the Space at another location of the Landlord's choosing. The Tenant commits to covering all costs related to the transport and storage of the items.
- 7.6. Sale of items under the Landlord's claim of lien shall take place according to the conditions provided by law.

8. SECURITY DEPOSIT

- 8.1. The Security Deposit type is a sum of money transferred to the Landlord's bank account.
- 8.2. The Tenant shall give the Security Deposit to the Landlord at the latest by the due date stated in Special Conditions.
- 8.3. When the Agreement is terminated, the Landlord shall return the unused Security Deposit to the Tenant within 30 (thirty) days after the termination of the Agreement.
- 8.4. Upon termination, cancellation or during the validity of the Agreement, the Landlord has the right to use the Security Deposit to fulfil the Tenant's obligations due under the Agreement by issuing the Tenant with a corresponding written notice.
- 8.5. The Tenant has no right to object to the use of the Security Deposit. The Tenant has no right to offset against the Security Deposit, and payment of the Security Deposit does not give the Tenant the right to refuse to fulfil by the corresponding amount their payment obligations due under the Agreement.
- 8.6. The Landlord does not pay the Tenant interest on the Security Deposit.
- 8.7. The Tenant has the obligation to ensure that the Security Deposit is adequate throughout the validity of the Agreement, i.e. that the amount of the Security Deposit corresponds at all times to the amount of the Security Deposit stated in Special Conditions.

9. AGREEMENT PERIOD

- 9.1. The Agreement commences on the date stated in Special Conditions.
- 9.2. The Agreement terminates only in the following way, and the Parties hereby explicitly agree that all other reasons for termination arising from law are excluded:
 - 9.2.1. cancellation of the Agreement according to clause 10 of the Agreement; or
 - 9.2.2. termination of the Agreement by written agreement between the Parties.
- 9.3. Upon termination of the Agreement, the provisions of the Agreement that detail the rights and obligations of the Parties after the termination of the Agreement shall apply also after the termination of the Agreement, i.e. provisions that state the procedure for settling disputes, obligations regarding the payment, calculation and procedure for payment of fees stated in the Agreement, the manner for interpreting the provisions of the Agreement, and the liability of Parties.

10. CANCELLATION OF THE AGREEMENT

- 10.1. The Parties have the right to cancel the Agreement under ordinary procedure by notifying the other Party in writing at least 1 (one) month in advance.
- 10.2. The Landlord has the right to extraordinary cancellation of the Agreement without a notice under the following reasons and circumstances:
 - 10.2.1. the Tenant has not fulfilled their payment obligations due under the Agreement in at least 10 (ten) days from the obligation becoming collectible;
 - 10.2.2. the Tenant is not properly fulfilling the obligations relating to the Security Deposit (i.e. is not supplementing the Security Deposit);
 - 10.2.3. the Tenant is using the Object counter to the Intended Use and/or to the conditions set in the Agreement, and has not rectified the violation within 14 (fourteen) days of receiving a corresponding notice;
 - 10.2.4. the Tenant is significantly deteriorating the state of the Object and has not rectified the violation within 14 (fourteen) days of receiving a corresponding notice;
 - 10.2.5. the Tenant's activities are significantly or repeatedly disturbing other tenants or users of the Property or their activities.
 - 10.2.6. other significant violation of the Agreement by the Tenant which has continued for 30 (thirty) days after the submission by the Landlord of a reproducible written order to cease the violation.
- 10.3. The Tenant may cancel the Agreement extraordinarily only if the Landlord has intentionally and substantially violated the Agreement (other legal bases are excluded) and the Tenant has sent the Landlord a corresponding notice. In this case, the Tenant shall give the Landlord 30 (thirty) days to cease the violation. If during this time the Landlord has not ceased the violation, the Tenant may cancel the Agreement. The Tenant has no right to cancel the Agreement if the use of the Object is limited to a non-significant extent.

11. RETURN OF THE OBJECT TO THE LANDLORD

- 11.1. Upon termination of the Agreement, the Tenant is obliged to immediately return the Object to the Landlord. The return of the Object is considered to be the moment when the Tenant has removed the lock from the Object and the Object meets the conditions set in clause 11 of the General Conditions.
- 11.2. When returning the Object to the Landlord, the Object must be empty, clean and in a good overall condition, taking into account normal wear and tear.

- 11.3. The Tenant is obliged to vacate the Object by removing all their equipment, additions, improvements and decorations, and by eliminating any damage caused by these and their removal. The Parties agree that the Landlord does not have to pay the Tenant compensation for such constructional amendments, improvements or decorations, and the Parties exclude the Tenant's right to compensation also in the event that the value of the Object has increased significantly as a result of the improvements or changes implemented by the Tenant, except in the case where the Parties have concluded a clear written agreement to the contrary.
- 11.4. If the Tenant delays the return of the rented Space, the Landlord has the right to demand a penalty fee per each delayed day in the sum that equals double the daily Rent due for the rented Space.
- 11.5. In the event that the Tenant has not fully vacated the Object within 10 (ten) working days after the termination of the Agreement, the Landlord has the right to remove the Tenant's belongings from the Object and store them elsewhere at the Tenant's expense. The Landlord shall notify the Tenant in writing of the removal and storage of their belongings.

12. LIABILITY

- 12.1. Notwithstanding other provisions in this Agreement, the Landlord is not liable for the violation of the Agreement or for any damage caused to the Tenant if it is not caused by an intentional violation of the Agreement by the Landlord.
- 12.2. In the event of the transfer of the Landlord's rights and obligations due under the Agreement for whatever reason, the Parties hereby exclude the Landlord of liability for any damage caused to the Tenant in relation to violation of obligations or termination of the Agreement.
- 12.3. Payment of the penalty fee shall under no circumstance constitute a release from the fulfilment of obligations or from compensation of damages in excess of the penalty fee, unless otherwise agreed in the Agreement.

13. NOTICES

- 13.1. Notices related to the Agreement are issued to other Parties to the contact details specified in Special Conditions (or to another address of which a Party has notified the other Party) at a minimum in a format allowing for written reproduction, except in the case where such notices do not carry legal significance.
- 13.2. The notice is considered received by the other Party when it has been delivered against a signature or when the notice has been sent by tracked mail and 5 (five) calendar days have passed from posting. Notices sent via e-mail are considered received on the following working day.

14. AMENDMENTS TO GENERAL CONDITIONS

- 14.1. The Landlord has the right to unilaterally amend the General Conditions. The Landlord shall in general give a minimum of 2 (two) months' notice of any amendments on paper or on another durable medium (e.g. via the Landlord's Website, via e-mail). The Landlord has the right to give shorter notice of amendments if the amendments to the General Conditions are not unreasonable towards the Tenant.
- 14.2. The Tenant can access the amended General Conditions via the Landlord's Website or via another manner determined by the Landlord.
- 14.3. In the event that the Tenant does not accept the amendments to General Conditions, the Tenant has the right to unilaterally cancel the Agreement by issuing the Landlord a written notice within two (2) months from the date that the Landlord notified the Tenant of the amendments. If the Tenant has not cancelled the Agreement during the aforementioned period, it is considered that the Tenant has accepted the amended General Conditions.

15. PROCESSING OF PERSONAL DATA

- 15.1. The Landlord shall process the Tenant's and the Tenant's representative's personal data in order to fulfil the obligations and exercise the rights of the Landlord due under the Agreement.
- 15.2. The Landlord shall process personal data that the Tenant has submitted to the Landlord and personal data that the Landlord has acquired via legal means. Processing of personal data includes but is not limited to the following: collection, recording, storage, amendment, use and forwarding of personal data to the Landlord's cooperation partners for the purpose stated in clause 15.1 of General Conditions.

16. FINAL PROVISIONS

- 16.1. The Agreement is a commercial lease agreement and the Agreement does not constitute a storage agreement as per Law of Obligations Act § 897.
- 16.2. The Parties shall settle all disputes through negotiations. Unsettled disputes will be settled in Harju County Court.
- 16.3. The laws of the Republic of Estonia shall be applied to the Agreement.
- 16.4. The Tenant is forbidden from partly or fully transferring rights and obligations due under the Agreement to any third party without prior written agreement from the Landlord.
- 16.5. The Agreement can be amended only by written agreement between the Parties.
- 16.6. The Agreement is made and concluded in Estonian.
- 16.7. The Agreement shall be signed digitally in a single copy or signed on paper in the office of the Landlord with the Landlord present in two copies, of which each Party retains one.