

LEASE AGREEMENT No 201_-

This ___ day of _____ 201_.

I, _____,
business seat: Eitminų st. 20–120, Vilnius, hereinafter referred to as the LANDLORD, and _____, hereinafter referred to as the TENANT, have entered into the following agreement:

1. GENERAL TERMS AND CONDITIONS

1.1. The LANDLORD hereby hands over _____
_____ (hereinafter referred to as the PREMISE) to the TENANT for use by lease. The purpose of the PREMISE is _____.

2. RIGHTS AND DUTIES OF THE PARTIES

2.1. Rights and duties of the LANDLORD:

- 2.1.1. The LANDLORD undertakes an obligation by _____ to provide the TENANT with the PREMISE ready for use and all necessary keys (the quantity and purpose are specified in Annex No. 1).
- 2.1.2. The LANDLORD must give at least 1 (one) months' notice to the TENANT, if the rented PREMISE is transferred to a third party, and with the transfer of the leased property to the new owner, all rights and obligations of the LANDLORD under this Agreement can also be transferred, and the new owner will be properly notified about them.
- 2.1.3. The LANDLORD ensures that the TENANT will be free to use the property all the time until the expiry or cancellation of this Lease Agreement, and neither the LANDLORD nor third parties acting on his behalf will prevent the TENANT from using the property.
- 2.1.4. The LANDLORD undertakes an obligation to pay the below-listed charges:
 - 2.1.4.1. for factually consumed electricity share from the readings of the common meter and later to submit the data to the TENANT for payment. Calculated according to the effective tariffs of Lesto per kWh;
 - 2.1.4.2. for additional charges (waste disposal, lighting, lift, repairs, security and other public utilities).
- 2.1.5. The LANDLORD, at his own discretion and expense, can have this agreement registered in the public register (Real Estate Register of State enterprise Centre of Registers).
- 2.1.6. The LANDLORD has the right to inspect if the TENANT uses the PREMISE in a proper manner.

2.2. RIGHTS AND DUTIES OF THE TENANT

- 2.2.1. The TENANT undertakes an obligation to use the leased PREMISES to their purpose and in adherence to the requirements of legal acts (including but not limited to sanitary, hygiene, fire-preventive, electricity safe use, water supply use requirements), not to interfere with the use of the other part of the premises by neighbours and other persons, to safeguard and protect, maintain and bear responsibility for the leased property. The TENANT confirms that he is aware of strict prohibition to keep objects prohibited by legal acts in the PREMISE (including but not limited to flammable, explosive, other substances dangerous to human health and life, dangerous devices and/or installations). The TENANT is held responsible for failure to adhere to the above-mentioned order and consequences (sanctions, fines, etc.). The TENANT undertakes an obligation to cover all and any losses incurred by the LANDLORD because of failure to adhere to the duties and requirements laid down in this Paragraph.
- 2.2.2. The TENANT undertakes an obligation to cover factual electricity consumption according to electricity meter readings taken.
- 2.2.3. The TENANT undertakes an obligation not to sublease or otherwise transfer the leased PREMISE to third parties.
- 2.2.4. The TENANT undertakes an obligation not to change the constructions, colour of the premises, not to make any other modifications to the premises without a written consent of the LANDLORD, to observe the PREMISE use rules, if any approved.
- 2.2.5. The TENANT undertakes an obligation to notify the LANDLORD or his representative about any faults in sanitary equipment and devices or other faults in the leased PREMISES and about any deterioration, losses or damage caused to the PREMISES immediately orally, to be followed by written notification.
- 2.2.6. The TENANT undertakes an obligation to carry out repairs of the PREMISE equipment and devices or other property at his own expense without any delay (but in no event later than within 30 calendar days) or to pay monetary compensation if fault happened, property was destroyed or lost because of the TENANT'S fault or negligence. In such event, the parties will first of all observe the conclusions of official investigations, expert examinations regarding the event in the PREMISES.

2.2.7. Upon expiry or cancellation of the lease agreement, the TENANT undertakes an obligation to return the PREMISE and the keys to the PREMISE to the LANDLORD in the same state as received by the TENANT, considering natural wear and tear.

2.2.8. The TENANT undertakes an obligation not to register business seats of companies in the PREMISE, not to change the purpose of use, not to carry out economic-commercial activities, etc.

2.2.9. The TENANT is in charge of security of the PREMISE and belongings in the PREMISE at his own expense.

2.2.10. The TENANT undertakes an obligation to reimburse the LANDLORD for damage caused to the LANDLORD'S property by the fault of the TENANT and third parties and to give an immediate notice to the LANDLORD about any damage caused this way and its amount.

3. FEES AND PAYMENTS

3.1. The rent is EUR _____ (_____ Euro and ___ cents) per month, which the LANDLORD has no right to increase during the validity term specified in Paragraph 5.1 of the Agreement, while the TENANT has no right to request for reduction in rent price. Quarterly fee is EUR _____ accordingly.

Fes specified in point 3.2.3.1 must be paid in advance for every calendar month (January, February, March –1st quarter, etc.) by the first day of the first month of the current quarter due. Money must be transferred to be below-specified bank account: Luminor bankas AB, bank code: 40100, beneficiary: _____, **beneficiary's personal identity number:** _____, **account No.** _____.

3.3. First payment of the rent is EUR _____, to be paid to the LANDLORD upon signing this agreement and annexes hereto. First rent must be paid _____ into the bank account specified in Paragraph 3.2. The above-mentioned amount will be considered as the rent paid **until ___ day of _____ 201__.**

Subsequent payments will be carried out following the procedure established in Paragraph 3.2 of the Agreement.

3.4. The LANDLORD undertakes an obligation to pay at his own expense for public utilities and other services every month, except for factual electricity consumption, if any, by the TENANT.

3.5. To secure fulfilment of the contractual obligations, in addition to the first rent the TENANT must transfer the deposit (security) of _____ months' rent to the LANDLORD, which will be refunded to the TENANT upon expiry or cancellation of the agreement, unless the TENANT fulfilled his obligations improperly or the LANDLORD incurred damage or additional expenses through the fault of the TENANT. In such event, the deposit can be used to cover damage or expenses payable by the TENANT.

4. RESPONSIBILITY

4.1. The TENANT assumes full responsibility for any damage caused through TENANT'S negligence or intention to the property leased from the LANDLORD and other installations, devices and/or belongings inside or next to the PREMISE, including but not limited to direct and indirect losses to third parties.

4.2. If the TENANT delays payment of the rent for over five working days, the TENANT must pay interest of 1 (one) per cent from the outstanding amount for each day of delay. The Parties may agree on no interest to be charged. The TENANT agrees and confirms that the interest rate is fair and reasonable and undertakes an obligation not to make any claims regarding the interest rate.

4.3. If the TENANT loses LANDLORD'S property, including the property listed in Annex 1, handed over to him, the TENANT, at his own expense, must reimburse the LANDLORD for the property lost in money or by handing over analogous object or an object of the identical value, at the LANDLORD'S choice, without any delay, (but not later than within one calendar month).

4.4. The LANDLORD bears no responsibility for damage caused to the TENANT or his belongings kept in the PREMISE, if such damage was caused through third parties' fault, unless the direct guilt of the LANDLORD is proven.

4.5. If upon expiry or cancellation of this lease agreement, the TENANT does not vacate the PREMISE or delays payment of the rent for over 2 calendar months, the LANDLORD at his own choice can:

4.5.1. change the locks of the PREMISE, but at the request of the TENANT, give access to the PREMISE for vacating it;

4.5.2. to evict (move) the belongings of the TENANT or third parties kept in the PREMISE, which would be stored in the other premises at the TENANT'S expense;

4.5.3. to change a fee equivalent to the monthly charge for storage of the TENANT'S belongings in the PREMISE, if at the TENANT'S choice, the TENANT'S belongings is not moved to the other premises;

4.5.4. to exert any other legal remedies to defend the infringed rights of the LANDLORD.

4.6. In any event, notwithstanding all the actions specified in Paragraph 4.5 hereof, the TENANT must settle accounts in full (including but not limited to interest, fines, damage reimbursement, etc.) with the LANDLORD for the period, during which the TENANT'S belongings was kept in the LANDLORD'S PREMISE.

4.7. The TENANT confirms and agrees that the actions of the LANDLORD specified in Paragraph 4.5 are lawful, proportionate and fair. The TENANT agrees that in case of eviction, the TENANT assumes risk of potential damage or loss of belongings, and additional expenses related to eviction of such belongings.

4.8. The TENANT undertakes an obligation to reimburse the LANDLORD for all damages in case of default of the requirements laid down in Points 2.2.6 and 2.2.7 by the TENANT.

5. VALIDITY AND CANCELLATION PROCEDURE OF THE AGREEMENT

5.1. The agreement will come into force upon its signing and will remain in effect until of **201** . Unless the parties agree on cancellation or non-prolongation of this lease agreement, the present agreement will be prolonged for the term of ... **years**.

5.2. The LANDLORD has the right to cancel this agreement on unilateral basis, out of court, before the expiry of the lease term in the following cases:

5.2.1. if the TENANT uses the PREMISES for the purpose other than established in Paragraph 1.1;

5.2.2. if the TENANT deteriorates the state of the PREMISE intentionally or through negligence, unless the state of the PREMISE deteriorates at the result of normal wear and tear;

5.2.3. if the TENANT'S arrears for the rent of the PREMISE exceeds the amount of 2 (two) months' rent;

5.2.4. if upon expiry or cancellation of this lease agreement, the TENANT fails to vacate the PREMISE;

5.2.5. upon a written notice to the TENANT at least 7 calendar days before the intended cancellation of the agreement.

5.3. After at least **months** from the commencement of the lease term, the TENANT has the right to cancel this Agreement on unilateral basis, at any moment, without a reason, upon at least 30 (thirty) calendar days' notice to the LANDLORD about the cancellation of the Agreement.

5.4. Upon unilateral cancellation of the agreement by the TENANT before the date specified in Paragraph 5.1. hereof, the TENANT loses the rights to the deposit paid, which without a dispute stays with the LANDLORD as a penalty for default of the clauses of the agreement.

5.5. If the TENANTS fails to give a 30 days' notice about cancellation of the agreement, he undertakes an obligation **to pay the amount equivalent to one month's rent to the LANDLORD**. The latter amount is considered to be minimum losses of the LANDLORD incurred due to too short notice to the LANDLORD for making preparations and finding a new Tenant.

5.6. If all or any part of the Premises become unsuitable for use not through the fault of the LANDLORD and the TENANT fails to eliminate the defects, the LANDLORD has the right to cancel the Agreement with immediate effect and claim reimbursement of all direct material losses incurred, including unreceived incomes from rent until the moment when the leased premises become suitable for use to the purpose.

5.7. The Agreement can be cancelled by a signed goodwill agreement of both Parties to the Agreement.

6. MISCELLANEOUS

6.1. Any amendment and supplement to the Agreement will not be valid unless executed in writing and signed by both parties to the Agreement.

6.2. If any disagreements between the parties arise, they will be settled amicably, and in case of failure to do so – following the procedure established by the laws of the Republic of Lithuania.

6.3. The Agreement is executed in 2 (two) copies in English, 1 (one) copy for the LANDLORD and 1 (one) for the TENANT.

Annexes:

1. Report on acceptance – handing-over of the Premise (to be signed when accepting and handing over the PREMISE);

LANDLORD:

TENANT:

(signature)

(signature)

Address: Eitminų g. 20–120, Vilnius
Mobile phone: +370 616 44445
E-mail: info@sandeliukuoma.lt

Address: _____
Mobile phone: _____
Email: _____

Report on handing-over – acceptance of the PREMISE to the Lease agreement No. 201 _ - - _ / _

This ___ day of _____ 201_

Vilnius

The Parties agree that the information contained in the annex is true and the property (PREMISE) handed over complies with the conditions listed in the Agreement. The Parties have no additional comments or claims regarding the condition of the handed-over property to each other.

The following is handed over to the TENANT:

_____ quantity ___ pcs. (the price is in EUR ___), and
_____ quantity ___ pcs. (the price is in EUR ___), and
_____ quantity ___ pcs. (the price is in EUR ___), and
_____ quantity ___ pcs. (the price is in EUR ___).

LANDLORD:

TENANT:

(signature)

(signature)

Address: Eitminų g. 20–120, Vilnius
Mobile phone: +370 616 44445
E-mail: info@sandeliukunuoma.lt

Address:
Mobile phone:
Email: _____