

Rannakivi Residence, Ringi 60, Pärnu (Ringi Haldus OÜ register code 11249122
address Suur-Jõe street 58 Pärnu, Pärnu Pärnumaa 80042, ph:+372 4479100)

LEASE CONTRACT

This agreement contains the general terms and conditions of the residential lease contract (hereinafter the Contract) between the owner of the space indicated in the lease offer (Ringi Haldus OÜ, hereinafter the Lessor) and the person wishing to lease the dwelling (hereinafter the Lessee). The Lessee and Lessor are hereinafter separately referred to as the Party and together as the Parties. The Lessor shall perform the obligations arising from the Contract; any claims arising from the Contract shall also be made against the Lessor.

1. Object, conclusion, and term of the Contract

1.1 The Lessor shall provide and the Lessee shall use the dwelling the offer of which is published on the website www.rannakiviresidents.com and for which the Lessee has made a reservation which the Lessor has confirmed pursuant to clause 1.2 of the Contract (hereinafter the Dwelling). The Lessee must be at least 21 years of age.

1.2 The Lessee shall make a reservation of the Dwelling at the website www.rannakiviresidents.com or by e-mail to sales@hedonspa.com. After the reservation has been made, the Lessor shall send the Lessee a notice confirming receipt of the reservation which includes information about the rent and deposit payment. Upon receipt of the rent and deposit, the Lessor shall send the Lessee a reservation confirmation which includes the contact information of the Lessor, the exact location of the Dwelling, and information on how to receive the keys to the Dwelling.

1.3 The Contract shall be deemed concluded after the full amount of the rent has been received on the Lessor's bank account. The Lessee has the right to use the Dwelling for the period indicated in the reservation (hereinafter the Lease Period).

1.4 The full amount of rent must be paid by the due date specified on the invoice. If the Lessee fails to pay the rent by the due date, the Contract shall be deemed not to have been concluded and the conditions for cancellation of a reservation specified in clause 4.3 will apply.

1.5 The contract expires on the last day of the Lease Period.

1.6 The Lessor shall make the Dwelling available to the Lessee with the furnishings and in the condition listed in the offer.

1.7 The Lessee will have the right to use the Dwelling only for its intended purpose which is specified in the offer. The Lessee will have the right to use the Dwelling personally and to accommodate persons in accordance with the number of beds or maximum number of persons specified in the offer. If the maximum number of persons is exceeded, the Lessor will have the right to refuse to deliver the Dwelling to the Lessee, terminate the Contract early, or demand that the visitors exceeding the maximum number of visitors immediately leave the Dwelling. In this case, the rent paid is not refundable.

1.8 The Lessor shall deliver and the Lessee shall receive the Dwelling from 3.00 p.m. on the date specified in the reservation.

1.9 Upon the delivery of the Dwelling, the Parties may draw up an instrument of delivery and receipt of the Dwelling which shall indicate the date of delivery, meter readings, and other factual elements. An instrument of delivery shall not be drawn up if the offer states that the rent includes the sum of accessory expenses.

2. Rent, accessory expenses, and deposit

2.1 The Lessee shall pay the Lessor rent pursuant to the price list which is published on www.rannakiviresidents.com. Unless otherwise stated in the offer, the Lessee shall pay for the accessory expenses (water, electricity, etc.) in addition to the rent.

2.2 The amount of accessory expenses shall be determined on the basis of meter readings and the Lessee shall remunerate the accessory expenses upon termination of the Contract.

2.3 Upon delivery of the Dwelling, the Lessee shall pay the Lessor a deposit of 200 euros (hereinafter the Deposit). Payment of the Deposit shall be noted by the Parties in the instrument of delivery and receipt of the Dwelling.

2.4 The Deposit guarantees the fulfilment of the Lessor's financial claims arising from the Contract. If the Lessee fails to fulfil their financial obligation arising from the Contract or if the Lessor has a claim for damages against the Lessee, the Lessor will be entitled to settle the claim which corresponds to the Lessee's obligation at the expense of the Deposit. If the Lessee fails to fulfil the obligation specified in clause 3.2.12 of this Contract to deliver the Dwelling in the same condition as it was at the time of receiving the Dwelling, the Lessor will be entitled to set off the amount of money spent on cleaning against the Deposit.

2.5 The Lessor shall return the Deposit to the Lessee upon expiry of the Contract. The Lessor shall return the Deposit to the extent that the Lessor has no claim against the Lessee.

3. Obligations of the Parties

3.1 The Lessor shall:

3.1.1 deliver the Lessee the Dwelling in the condition indicated in the offer;

3.1.2 ensure that the Dwelling is in a condition suitable for the intended use specified in the Contract, unless the deficiency is caused by circumstances arising from the Lessee;

3.1.3 provide the Lessee with access to ancillary services (electricity, water, etc.);

3.1.4 provide the Lessee who has fulfilled their obligations the possibility to use the Dwelling; the Lessor also shall not enter the Dwelling during the term of the Contract, unless such entry is necessary to respond to an emergency, i.e. put out a fire, deal with the consequences of an accident, etc. or to inspect fixtures or meters.

3.2 The Lessee shall:

3.2.1 use the Dwelling and the Furnishings in accordance with their intended purpose and with due care, which includes protecting the Dwelling and the Furnishings from destruction or damage;

3.2.2 refrain from smoking in the Dwelling (indoors) and from keeping pets in the Dwelling or the accompanying premises, unless smoking or pets are allowed in the offer. The above-mentioned does not mean that the Dwelling is allergy-free;

3.2.3 indemnify the Lessor for any damage caused by failure to meet an obligation, including destruction of or damage to the Dwelling or the interior;

3.2.4 not make the Dwelling available to a third party or accommodate more persons than the number of beds or persons indicated in the offer. In addition to the maximum number of persons allowed, children up to 3 years of age can be accommodated in the Dwelling at no additional charge, but the Lessor is not obliged to provide them with a separate bed;

3.2.5 not allow guests to the Dwelling, except with the Lessor's prior consent;

3.2.6 take into consideration the interests of neighbours and other people living in the residence;

3.2.7 not disturb the night-time hours of quiet as established by the city of Pärnu;

3.2.8 immediately notify the Lessor of an accident, fire, etc. in the Dwelling and take immediate measures to eliminate the consequences;

3.2.9 immediately notify the Lessor of any defects affecting the proper use of the Dwelling and/or the equipment therein, allowing the Lessor to remedy the defects within a reasonable time;

3.2.10 comply with the fire safety requirements, public order, and other rules of conduct applicable to use of the Dwelling and the residence where the Dwelling is located;

3.2.11 notify the Lessor of their estimated time of arrival to the Dwelling;

3.2.12 to vacate the Dwelling at 11.00 a.m. at the latest on the last day of the Contract, and hand over the Dwelling to the Lessor in the same condition as it was at the time of receipt, except for the usual cleaning, which is included in the price.

4. Termination of the Contract

4.1 The Parties have the right to extraordinarily terminate the Contract by means which leaves a written record if there is a valid reason for the termination. For the Lessor, the situation where the Lessee repeatedly, significantly, or intentionally violates the obligation specified in clause 3.2 of the Contract, and for the Lessee, the situation where the Dwelling does not meet the conditions in the offer can be considered valid reasons for terminating the Contract. In the event of extraordinary termination of the Contract due to a breach of clauses 3.2.1. to 3.2.10., the amounts paid by the Lessee for the use of the Dwelling will not be refunded to the Lessee and the owner of the Dwelling may claim full compensation for the damage caused.

4.2 If the Lessee terminates the Contract due to a breach of Contract by the Lessor, the Lessor shall refund the Lessee the rent paid based on the number of days remaining until the expiry of the Contract.

4.3 The Lessee has the right to cancel the Contract before the beginning of the Lease Period by submitting a respective application to the Lessor. Upon cancellation of the Contract by the Lessee, the rent paid shall be refunded as follows:

4.3.1 Upon cancellation of the Contract no later than 14 days before the beginning of the Lease Period, the paid rent minus a 50 euro handling fee will be refunded. Reservations made less than 14 days before the accommodation period must be guaranteed with a prepayment which will not be refundable if the Contract is cancelled or if the Lessee fails to appear.

4.4 If the Lessee fails to appear at the beginning of the Lease Period or if they terminate the Contract for some other reason than breach of the Contract by the Lessor or the situation specified in clause 4.5, the paid rent shall not be refunded.

4.5 If the use of the Dwelling proves to be impossible due to a third party (pursuant to a regulation or act by the local government; a decision made by the apartment association) for which neither Party is responsible, the Lessee will have the right to cancel the Contract and demand the Lessor to refund the rent in full.

5. Transfer of the Dwelling upon expiry of the Contract

5.1 On the last day of the term of the Contract, the Lessee shall vacate the Dwelling and hand it over to the Lessor.

5.2 The Parties shall draw up an instrument of delivery and receipt of the Dwelling which shall indicate the date on which the Dwelling is handed over to the Lessor and other similar circumstances similar to the transfer of the Dwelling to the Lessee.

5.3 In the event the Lessee fails to hand over the Dwelling to the Lessor on time, the Lessee shall pay a rent and remunerate accessory expenses for the period of delay and compensate the Lessor for the damage caused by the delay.

6. Liability and dispute resolution

6.1 A party will be liable for any breach of their obligations arising from this Contract, unless the breach is due to force majeure. Force majeure means war, strike, border closure, epidemics, and natural disasters or pollution.

6.2 All disputes arising from the Contract shall be settled by negotiation. If an agreement cannot be reached, the dispute shall be resolved in accordance with the laws of the Republic of Estonia.

7. Documents of the Contract

7.1 Documents of the Contract