

APPENDIX 2: GENERAL TERMS OF RENTAL AGREEMENT

1. DEFINITIONS

In this contract and all its appendixes and special terms sheet, words mean the following:

Act	Document that is signed in the handover phase of the Dwelling and all it's Furnishing, in order to capture their delivery and their state at the time of the delivery
Agreement	All documents that are included (signed and not signed) in the package of the rental agreement - appendices, annexed, product and general terms etc.
Building	Shall mean the building in which the Premises are located, that includes the whole Object and shared spaces for residents.
Certificate	Rental agreement's insurance certificate, that covers Tenant's liability in front of the Landlord in the terms of the Rental agreement.
Furnishing	Equipment, home appliances and other furnishing that are located in the Premises.
Dwelling	The rules for the use of the Dwelling set out in Rental agreement p.2
Party	Tenant or Landlord;
Parties	Tenant and Landlord;
Rent	Sum of rental payments and Utilities;
Rental payment	Rental payment that is set in Rental agreement p.3
Service provider	Rendin OÜ, that offers the platform for the Solution;
Solution	Rendin rental and insurance solution that includes rental agreement, insurance policy and management and support of both.
Utilities	Services that either Party orders and is related to the usage and maintenance of the Premises. Detailed cost split of the services is described in the Appendix 1

2. DELIVERY OF THE DWELLING

- 2.1 In the beginning of the Agreement Landlord shall hand over the Dwelling and the Tenant shall receive the Dwelling by creating/confirming a Handover act, where the conditions, cleanliness and assets are described.
- 2.2. The Tenant's delay in accepting the Dwelling shall not relieve the Tenant of the obligation to pay the Rent and for the Additional Services for Dwelling.
- 2.3. At the end of the Agreement Tenant shall hand over the Dwelling and the Landlord shall receive the Dwelling by creating/confirming a Handover act, where the conditions, cleanliness and assets are described.
- 2.4 In addition to signing the Act during the handover, the state of the Dwelling is also fixed with pictures taken during the handover, that are added to the Act.

3. ACCESS TO THE DWELLING

- 3.1 The Landlord guarantees a number of access key sets (including access cards, door codes if applicable) as agreed in the Act. In case the Tenant requests for extra key sets these will be ordered by the Landlord.
- 3.2 Tenant has no right to duplicate any means of access by himself.
- 3.3 Minimum one access key set will remain in control of the Landlord.
- 3.4. Tenant will notify the Landlord immediately of the theft of any type of loss of possession of any means of access given to him.
- 3.5 In case before mentioned case occurs, Landlord has the right to change locks or execute any actions needed to guarantee future access without permission, at Tenant's cost.

4. TERM, EXTENSION AND ENDING OF THE AGREEMENT

4.1 The rental agreement shall enter into force on the date it is signed by all parties to the agreement: the tenant, the landlord, and the guarantor (if a guarantor is stipulated in the agreement).

4.2 The insurance certificate and the protections provided in it become valid when all the following conditions are filled:

4.2.1 Rental Agreement is signed;

4.2.2 The date of delivery has arrived;

4.2.3 The Dwelling has been handed over to the Tenant.

4.3 Early termination of the contract is governed by law:

4.3.1 Ordinarily, by giving the other Party at least three months' notice. The notification must be in writing and the other Party must confirm receiving notification.

4.3.2 At any time by agreement of the parties. The agreement must be formalized in writing on the Rendin platform.

4.3.3 Exceptionally with a good reason (extraordinary termination is permitted under the circumstances specified in § 314–319 of the Law of Obligations Act).

4.4 All changes and adjustments to the Agreement will be noted in written format and saved on rendin.co platform.

4.5 At the latest on the end Date of the Agreement, the Tenant shall:

4.5.1 return the Dwelling (including all means of access) in the same condition as the Landlord handed over the Dwelling to the Tenant (described in the Act referred to in clause 2.1 of the general term of the Agreement), taking into account any changes arising from the use; and

4.5.2 erase the address of the Dwelling from the population register and all other registers if it has been used as the registered address of the Tenant, the Tenant's family members and any third parties related to the Tenant.

4.6 On the date of termination of the Agreement, the Parties shall review the condition of the Dwelling and draw up the relevant Act.

4.6.1 If one of the Parties does not show up for the return of possession of the Dwelling by the time specified in clause 4.6, the return of the Dwelling and Furnishings shall be considered as handed over by virtue of an act prepared by the other Party.

4.6.2 If the Tenant does not return all the means of access to the Dwelling, the Tenant shall reimburse the Landlord for the costs of replacing the locks and/or security systems and other costs associated with the relevant work.

4.7 If there is less than one month until the end date of the Agreement or the Party has terminated it in accordance with the law, the Tenant shall assist the Landlord in re-renting the Dwelling. This includes the Tenant enabling the Landlord, together with the persons wishing to rent the Dwelling, to examine the condition of the Dwelling and to enter the Dwelling by prior arrangement with the Tenant.

5. RENT AND UTILITIES

5.1 The Tenant shall pay the Rent monthly no later than on the agreed payment day.

5.2 In addition to Rent, the Tenant shall pay for the Utilities according to the Appendix 1

5.3 Tenant shall pay for the utilities by the payment date specified on the invoice/payment notice, and the payment shall be made, according to the agreement of the parties, either directly to the service provider's bank account or to the Landlord.

5.4 Responsible party will pay for the insurance service fee to Rendin OÜ account according to the monthly invoice provided.

5.5 In the event that the Tenant is late in paying the Rent or for the Utilities for Premises, the Landlord and/or the Service Provider shall be entitled to a penalty interest of three times the statutory rate for each delayed calendar day.

6. LANDLORD'S RIGHTS AND OBLIGATIONS

6.1 Landlord shall deliver the Dwelling and its Furnishing and Appliances as specified in the Agreement terms.

6.2 Landlord is liable for maintenance of the technical systems and appliances of natural wear.

6.3 Landlord has the right to check the condition of the Dwelling, Furnishing and Appliances during the agreement when agreed with the Tenant. Except when there is grounds to doubt breach of the contract or significant damage of the Dwelling. The doubt needs to be noted in writing on rendin.co platform.

6.4 Landlord is not responsible for service interruptions or shortages.

6.5 The Landlord takes into account the natural (ordinary) wear and tear of the Dwelling and Furnishings and the depreciation of the equipment in the Dwelling, wear and tear is determined into the rental fee and this cost is not reimbursable.

7. TENANT'S RIGHTS AND OBLIGATIONS

7.1 Rooms shall only be used as a living space.

7.2 Together with the Dwelling, the Landlord shall make available to the Tenant the household appliances, equipment, furniture and other furnishings in the Dwelling (collectively referred to as the Furnishings) listed in Annex No. 3 (Condition of the Dwelling, Furnishings, Access to the Dwelling, Pictures)

7.3 Tenant's obligations are:

7.3.1 to notify the Landlord in case he is absent from the Dwelling for more than 21 consecutive days and in situations where the Tenant's absence may damage the Dwelling or the systems in the Dwelling;

7.3.2 to use the Dwelling and the Building with care and according to the intended purpose while having other residents and neighbours interests in mind;

7.3.3 to ask the Landlord for a consultation and, if possible, implementation in solving, managing and maintaining the problems that have occurred in the Dwelling and Furnishings (problems with home appliances, searching for and interpreting the manufacturer's instructions, changing ventilation filters, etc.). The Tenant is obliged to follow the instructions for use, made electronically available by the Landlord.

7.3.4 to notify the Landlord immediately via rendin.co platform of any damage/issues caused or discovery of a damage/issue, including damage to the Building, Dwelling and also late Rent payments. On the occurrence Tenant shall do everything in his power to immediately reduce the potential impact and guarantees Landlord's access to the Dwelling.

7.3.5 to remove small shortcomings of the Dwelling, that can be removed with regular small effort (cleaning or maintenance), including e.g. changing the light bulbs or batteries.

7.4 When using the Dwelling and the Building, the Tenant follows:

7.4.1 All applicable laws and policies;

7.4.2 The rules and regulations of the Building;

7.4.3 The conditions for the maintenance and use of the furnishings; and

7.4.4 the requirements of the service providers.

7.5 Tenant can only with the written acceptance of the Landlord (while being fully responsible of the potential damage cause):

7.5.1 accommodate 3rd parties (including partner, spouse, children and parents; except underage children who can be accommodated without permission);

7.5.2 keep pets in the Dwelling;

7.5.3 Make changes and improvements to the Dwelling, but even in the case of consentaneous changes or repairs, the Tenant is fully responsible for the damage caused to the Dwelling.

7.6 Smoking is strongly prohibited in the Premises, including if applicable, the balcony. Rooms are equipped with a smoke detector. The Tenant is obliged to monitor the status of the detector and if needed, change the battery of it.

7.6.1 Ignoring the non-smoking requirement might cause the need for renovation, including fully exchanging the flooring and wall covering materials, and also soft furnishing. Such costs, if need occurs, will be covered by the Tenant and organized by the Landlord.

7.7 The Dwelling and the Furnishings must be returned clean and maintained in accordance with the terms of the handover-acceptance act and the rental instructions. If the Dwelling and the Furnishings are not returned clean and maintained, the Landlord or Rendin shall perform the cleaning and maintenance work, the cost of which is obliged to be reimbursed by the Tenant.

7.8 The Tenant is obliged to compensate any damages caused to the Room or other parts of the Building by himself or herself, persons and animals living with him or her or a person staying in the Room or the Building with the Tenant's permission or invitation. If the material liability in the event of an insured event is limited to the deductible, the Tenant undertakes to pay the Landlord the deductible expense specified in the insurance policy.

7.9 Subletting of the rented Dwelling is prohibited.

7.10 Tenant has the right to inspect the documentation related to the Utilities for Dwelling held by the Landlord.

8. CONTRACTUAL PENALTY

8.1 In case of a material non-monetary violation, the Landlord has the right to impose a contractual penalty of up to 10% of one month's rent for each violation (eg smoking, sublease of Dwelling, unauthorized pets, violation of the night peace, pollution of public areas and the Building area, including feeding birds from the window, etc). The total contractual penalties in one month together may not exceed 20% of one month's rent.

8.2 If a deposit is applied, the Lessor cannot satisfy the claim arising from the contractual penalty agreement at the expense of the deposit.

8.3 Contractual penalties covered by the insurance should be formalized through the Rental platform and in accordance with the Rental terms and instructions.

9. APPLICABLE LAW AND NOTIFICATIONS

9.1 All notices, requests, claims, and other communications sent under the Agreement (including reminders of contractual payments) will be communicated to the other Party in writing (in English or Estonian) through the Rendin.co platform. Except for the documents mentioned under 9.2 and 9.3.

9.2 Invoices and payment requests for Rent, Additional Services for Dwelling and Tenant's Services shall be deemed to have been received on the day they are sent to the Tenant's email address or to the Dwelling address. Such documents may also be transmitted by ordinary mail.

9.3 The Tenant shall transmit to the Landlord all notices which have reached the Tenant or the Dwelling but have been addressed to or intended for the Landlord.

9.4 In case collecting meter readings isn't automated, the Tenant will forward these to the agreed channel by the 1st day of following month.

9.5 The Landlord shall ensure that the Tenant is notified via e-mail of any post addressed to the Tenant but sent to the Landlord or to the Dwelling after the termination of the Agreement and shall store it for 1 calendar month after the termination of the Agreement. After that, the Landlord has the right to destroy the above-mentioned post.

9.6 Nothing in this Agreement shall limit the liability of a Party who deliberately breaches this Agreement.

9.7 This Agreement is governed by and construed in accordance with the laws of the Republic of Estonia.

This is a translation of the original General Terms document in Estonian, which takes precedence if there are any differences between the original and the translation.