

**GENERAL CONDITIONS OF THE RENTAL AGREEMENT**

## Annex 1 of the Rental Agreement

**2. GENERAL PROVISIONS**

- 2.1. Current rental agreement for the use of residential space (hereinafter: contract) establishes the rights and obligations arising between the non-profit association TTÜ Student Campus and the person using the residential space.
- 2.2. **Terms used in this contract are defined as following:**
  - 2.2.1. **Landlord** – a non-profit organization TTÜ Student Campus.
  - 2.2.2. **Tenant** – a person who has entered into a contract with the Landlord for using the residential space, common areas and their accompanying assets.
  - 2.2.3. **Residential space** – a notional part of a student residence room, which allows the use of at least one bed.
  - 2.2.4. **Internal Rules** – a document that regulates, in addition to current contract, the internal order inside the student residences and on their territories, as well as the rights and obligations of the Tenant and his/her visitors.
  - 2.2.5. **Rent** – a monthly fee for using the residential space, the common areas and their accompanying assets belonging to the Landlord.
  - 2.2.6. **Additional expense** – an extra fee arising from the use of or need for additional services (e.g. parking, cleaning).
  - 2.2.7. **Delivery act** – an instrument of delivery and receipt of assets located on the residential space, which is signed by the representative of the Landlord and the Tenant upon forming the contract.
  - 2.2.8. **Assets** – furniture and equipment belonging to the Landlord located in the residential space and common areas.
  - 2.2.9. **e-Campus** – electronic information system that collects contract-related data.

**3. OBJECT OF THE CONTRACT**

The object of the contract is the property belonging to the Landlord, consisting of a residential space, common areas and their accompanying assets. The object of the contract and its condition is specified in the delivery act, which is an integral part of the contract.

**4. ENTRY INTO FORCE OF THE CONTRACT**

The contract will enter into force upon its signing by both parties.

**5. PAYMENT OF CONTRACTUAL FEES**

- 5.1. The Tenant pays rent and additional expenses based upon the invoices submitted by the Landlord. Monthly rent is specified in the clause 1.4 of the contract.
- 5.2. The Tenant pays rent for the running month.
- 5.3. The rent includes the use of the residential space, the common areas and their accompanying assets as well as the cost of utility services (water, sewer services, electricity and heating).
- 5.4. The Tenant pays additional expenses in accordance with the price list established by the Landlord.
- 5.5. In the event of living alone in shared room after the co-tenant leaves, the Tenant undertakes to pay rent for the whole room starting from the second month if the Tenant has not notified the Landlord about a request of room change.
- 5.6. The Tenant is obliged to pay contractual fees during the term of the contract regardless of whether or to what extent he/she uses the services.
- 5.7. Rent calculations will start as of the date of commencement of the contract and is paid until the last day of the contract.
- 5.8. The Landlord will submit the invoice for running month through e-Campus system by the 15<sup>th</sup> day of the month.
- 5.9. The Tenant is obliged to pay the rent and additional expenses by the 28<sup>th</sup> day of the running month to the bank account specified on the invoice, indicating his/her reference number in the payment order. Payments shall be deemed paid on the day the sum of rent and additional expenses are credited to the bank account of the Landlord.
- 5.10. The Tenant is not relieved from the obligation of paying contractual fees on the grounds that he/she has not received or checked the invoice.
- 5.11. Amendments to the amount of the rent and additional expenses are decided by the Board of TTÜ Student Campus. The Landlord will notify the Tenant about the price changes on the website of Student Campus and/or through e-Campus at least one (1) month in advance.

**5.12. Tenant liability for the delay in paying invoices**

- 5.12.1. In the event of delayed payment, the Landlord has the right to charge a late payment interest in the amount of 0.15% for each delayed day.
- 5.12.2. If the Tenant is required to pay a late payment interest in addition to the principal obligation, the payment is deemed to cover the late payment interest first and the principal obligation last.

**6. DEPOSIT**

- 6.1. By paying the deposit indicated in the clause 1.5 hereof, the Tenant undertakes the timely and proper fulfilment of the contractual obligations to the Landlord.
- 6.2. During the term of the contract, no set-offs shall be made from the deposit against the sums due.
- 6.3. The deposit is returned to the Tenant within one (1) month after the termination of the contract, if the Tenant has fulfilled all contractual obligations. In the event of non-fulfilment of the obligations, the Landlord has the right to deduct from the deposit unpaid late payment fees, outstanding rent and additional expense payments, the value of any damaged or lost assets and, where necessary, cleaning charges. If the residual amount of the deposit falls below the transfer charge, the residual amount will not be returned via bank transfer. The cost of international payments will be covered by the Tenant.
- 6.4. If, upon expiry of current contract, the Tenant enters into a new contract with the Landlord, the deposit remains as a guarantee money for the new contract.
- 6.5. The Landlord has the right to demand the Tenant to pay an additional deposit if the deposit rate has increased.

**7. RIGHTS OF THE PARTIES****7.1. The Landlord has the right to:**

- 7.1.1. demand proper fulfilment of the obligations specified in the contract and in the internal rules. The Landlord, based on the seriousness, maliciousness or repetition of the offence, has the right to give the Tenant a warning, to terminate the contract or to monetarily charge the Tenant, by way of liquidated damages, 60 euros in the event the Tenant is found smoking in an area that is not designated as smoking area, 120 euros in the event the Tenant has removed or blocked the smoke detector, 18 euros per hour in the event the Tenant has failed to clean his/her room and 25 euros per occasion for causing a security team to be called out. In case the Rescue Services are called out, the Landlord has the right to require the person(s) responsible for false call-out, or for the creation of a dangerous situation, to indemnify the Landlord in accordance with any claims made against the Landlord in relation to the event. In case of objection to these demands, the Tenant must prove the absence of offense by providing facts on which his or her claims and objections are based upon (Code of Civil Procedure §230 section 1);
- 7.1.2. move the Tenant from one residential space to another equivalent residential space with a notice period of one (1) week;
- 7.1.3. inspect the premises for confirming their purposeful use, for verifying the preservation and maintenance of the Landlord's assets and, if necessary, issue precepts for eliminating defects;
- 7.1.4. verify the residential right of the people present in student residences by demanding the presentation of a personal identification document. The representative(s) of the Landlord are entitled to demand that persons without a valid contract leave the student residence immediately, or have said persons removed from the building in accordance with applicable legislation;
- 7.1.5. accommodate other students in the room occupied by the Tenant, provided that the number of tenants does not exceed the prescribed number of places in that room;
- 7.1.6. terminate the contract prior to its term in accordance with clause 10.4 thereof;
- 7.1.7. refuse to enter into a new contract if the Tenant has repeatedly failed to perform his/her obligations, has not performed them appropriately or has violated the internal rules;

- 7.1.8. claim 30 euros as an additional expense for added work caused by repeated changing of rooms/houses from the 2<sup>nd</sup> move initiated by the Tenant.
- 7.2. **The Tenant has the right to:**
- 7.2.1. use the residential space, common areas and their assets in accordance with the contract and internal rules;
- 7.2.2. make suggestions to the Landlord on how to better the use of residential space and common areas;
- 7.2.3. require the Landlord to fulfil the obligations arising from the contract.

## 8. OBLIGATIONS OF THE PARTIES

### 8.1. The Landlord undertakes to:

- 8.1.1. grant the Tenant occupancy of the residential space and its assets subject to current contract;
- 8.1.2. ensure proper heating, electricity and utility services required for using the residential space;
- 8.1.3. inform the Tenant at least two (2) months prior to the beginning of any extensive repair work. The Landlord informs the type, extent, starting time and estimated duration of the repair work. The Tenant can choose to relocate, in case of availability, to another residential space provided by the Landlord.

### 8.2. The Tenant undertakes to:

- 8.2.1. use the residential space in accordance with the rules, take good care of it, keep the premises in a sanitary state and apply all necessary measures to prevent any damages to the object of the contract as well as to the public utility lines, or to the assets and rights of the Landlord in any other manner;
- 8.2.2. immediately inform the Landlord of any emergencies, fires, accidents or inventory violations that have occurred on the premises, at the same time taking immediate action to eliminate or reduce potential damage;
- 8.2.3. grant the representative(s) of the Landlord unhindered access to the residential space for inspecting the heating and electricity systems located there and for repairing any breakdowns or failures;
- 8.2.4. grant the representative(s) of the Landlord unhindered access to the residential space to verify the compliance with the terms of current contract and internal rules;
- 8.2.5. not give the residential space and its assets (incl. keys and access card) to the use of third parties;
- 8.2.6. vacate the residential space in case of repairs;
- 8.2.7. adhere to the contract and comply with any orders, administrative decrees or mandatory directions issued by the Landlord and with any valid internal and fire safety rules. The Tenant undertakes to not litter common areas and the territory of Student Campus. The Tenant will take into consideration the interests of other tenants and behave in a manner that does not disturb others by following general rules of conduct and ethics;
- 8.2.8. upon expiration of the contract, return the residential space and its assets immediately to the Landlord at least in the same condition as it was upon receipt, taking into account the normal wear and tear;
- 8.2.9. indemnify the Landlord in full for any wrongfully caused damage;
- 8.2.10. inform the Landlord of his/her dismissal of studies within seven (7) calendar days;
- 8.2.11. inform the Landlord of any changes to his/her data indicated in current contract (incl. expiry of the resident permit and changes to contact details).

## 9. LIABILITY OF THE PARTIES

- 9.1. The parties bear full proprietary liability in the event of failure to abide by the terms and conditions of the contract and for any damage caused therein.
- 9.2. The parties have agreed that the Landlord will not be held liable for the maintenance of the Tenant's belongings and other tangible assets in the student residence.

## 13. SIGNATURES OF THE PARTIES

Landlord: \_\_\_\_\_

- 9.3. In the event of damage to or loss of the Landlord's assets occurring from the residential space and/or common areas used by the residents, the Tenant will be jointly and severally liable for such loss and/or damage together with other tenants.

## 10. AMEDEMMENT AND TERMINATION OF THE CONTRACT

- 10.1. The terms and conditions of the contract may be amended as provided in the contract and annexes thereto, or by written agreement signed by the parties.
- 10.2. The contract will expire upon lapse of its term on the date indicated in clause 1.3 thereof, by written agreement of the parties, or by termination notice.
- 10.3. The Tenant has the right to terminate the contract prior to its term by notifying the Landlord in written form at least 30 calendar days in advance.
- 10.4. The Landlord has the right to terminate the contract prior to its term by notifying the Tenant in written form 7 calendar days in advance and request the Tenant to vacate the residential space if the Tenant:
  - 10.4.1. is removed from the matriculation register of the university;
  - 10.4.2. has failed to pay rent and/or additional expenses for more than one (1) month;
  - 10.4.3. has delays in paying rent, additional expenses, or a substantial part thereof in three (3) consecutive instances during the term of the contract;
  - 10.4.4. uses the residential space in contravention of the contract or gives the residential space and its assets to the use of third parties;
  - 10.4.5. has intentionally or negligently damaged the property of the Landlord;
  - 10.4.6. has provided false information about him-/herself when applying for a residential space or when concluding the contract;
  - 10.4.7. has violated the rules, administrative decrees or other mandatory directions etc. arising from the contract in a significant manner (i.e. repeatedly, maliciously, or with serious consequences).
- 10.5. On the contract expiry date, the Tenant undertakes to pay the Landlord all due amounts, vacate the residential space and surrender it together with its assets (incl. keys and access card) to the Landlord.
- 10.6. If the Tenant fails to return the residential space and its assets to the Landlord in connection with the performance of renovation works or upon termination of the contract, the Landlord has the right to:
  - 10.6.1. charge, as a compensation for delay in transfer, 5% of the monthly rental amount for each day of delay as well as full payment of additional expenses and costs relating to the takeover of the property;
  - 10.6.2. enter the Tenant's residential space in the presence of witnesses and remove any personal belongings of the Tenant, ensuring their preservation during a period of four (4) months from the date of discharge of the contract. In taking custody of the belongings and in surrendering the same to the Tenant, relevant acts will be drawn up.

## 11. NOTICES

Any notices arising from the contract will generally be sent via e-Campus. Upon sending a notice via e-Campus, the information is deemed as delivered to the respective party and the party is deemed to have been able to familiarise him-/herself with the notice, after two (2) working days have passed. If the nature of the notice is merely informative, it can be delivered via email or phone.

## 12. OTHER CONDITIONS

- 12.1. All disputes arising from the performance of the contract are to be settled by negotiation between the parties. If the parties fail to reach an agreement, the dispute will be settled in Harju County Court.
- 12.2. The Tenant confirms that he/she has read Student Campus' Privacy Policy published on the Landlord's website and has understood it to full extent.
- 12.3. The contract and its annexes have been drawn up in English in two (2) identical copies of equal legal power, of which one will be kept by the Landlord and the other by the Tenant.

Tenant: \_\_\_\_\_

# INTERNAL RULES OF STUDENT CAMPUS

## Annex 2 of the Rental Agreement

### 1. GENERAL PROVISIONS

- 1.1 Current internal rules document (hereinafter: the rules) regulates the relations between the Landlord (hereinafter: Student Campus) and the Tenant and sets out the rules of conduct required in student residences and on the territory of Student Campus.
- 1.2 These rules are mandatory for all tenants as well as for all other people staying in the student residences and on the territory of Student Campus.
- 1.3 Issues not covered by the rules or arising from the interpretation of the rules will be solved on a case-by-case basis with the Chairman of the Board of Student Campus or with an authorized representative of Student Campus.

### 2. GENERAL RULES IN STUDENT RESIDENCES

#### 2.1 The following is prohibited in student residences and on the territory of Student Campus:

- 2.1.1 using the residential space for purposes other than living there (e.g. business or production activities, meetings of societies, organization, etc.);
- 2.1.2 taking the furniture and/or equipment located in the common areas to one's own exclusive use;
- 2.1.3 breaking, ruining or damaging in any other way the assets of Student Campus (inventory, lighting equipment, facade elements, doors, locks, windows, mailboxes, firefighting equipment, technical systems, etc.);
- 2.1.4 smoking (incl. hookahs and e-cigarettes) inside the rooms, hallways, on staircases and in the lobby;
- 2.1.5 storing and/or distributing narcotic, toxic and/or flammable substances;
- 2.1.6 consumption of narcotic or toxic substances and moving about while under the influence of these substances;
- 2.1.7 consumption of alcohol and moving about while intoxicated;
- 2.1.8 carrying and/or storing firearms, gas and pneumatic weapons and their ammunition. Forbidden are also replicas or mock-ups of a firearm, Airsoft guns, and other weapon-like objects that mimic the shape of a firearm;
- 2.1.9 keeping of animals;
- 2.1.10 staying on the roof;
- 2.1.11 leaving lockable inner and exterior doors open without valid reason;
- 2.1.12 installing and using any electrical equipment (incl. washing machines) or wiring without prior authorization;
- 2.1.13 changing the locks, installing new locks and/or making copies of the keys;
- 2.1.14 using personal heating devices and electric cookers;
- 2.1.15 moving the furniture and other equipment of the room to the halls or the common areas;
- 2.1.16 storing personal belongings (e.g. bicycles) in the common areas and on evacuation routes, and keeping large items in the room of the student residence;
- 2.1.17 drilling holes or causing damage in any other way to the walls, ceilings, floors, doors, etc.;
- 2.1.18 throwing objects and liquids out of the windows;
- 2.1.19 violating public order in any manner;
- 2.1.20 driving and parking motor vehicles on the pavements and green areas surrounding the student residences; violating, dismantling or relocating traffic signs.

#### 2.2 The Tenant is obliged to:

- 2.2.1 maintain the cleanliness and order in his/her residential space, in common areas and on the territory of Student Campus;
- 2.2.2 not leave any electrical appliances in operation unattended;
- 2.2.3 use water and electricity economically;
- 2.2.4 adhere to fire safety and environmental protection requirements;
- 2.2.5 make sure that doors that are to be kept locked for safety reasons remain locked upon exiting and entering the building;
- 2.2.6 inform Student Campus' security service and/or Student Campus' representatives about all violations of current rules, as well as any other violations of the law and about criminal offenses and misdemeanours that have been committed, are being committed or are being planned;
- 2.2.7 follow all lawful orders of the security service and Student Campus' representatives;
- 2.2.8 notify Student Campus' security service without delay of any malfunctions, emergencies or other incidents that endanger the

preservation of the assets of the Tenant, Student Campus and/or other tenants and make every effort to prevent or reduce the damage. The Tenant is obliged to indemnify the damage caused to Student Campus if the damage was caused by the wrongful failure to perform the Tenant's obligations.

- 2.3 Student Campus has the right to charge compensation from the Tenant(s) for the damage caused by violating paragraph 2 of current rules. If the identity of the person responsible for the damage cannot be determined, the tenants of the respective area (room, apartment, hallway) or those of the entire building will be held liable.

### 3. VISITORS

- 3.1 The Tenant is entitled to receive visitors from 7:00 to 23:00, provided it does not disturb other tenants.
- 3.2 Visitors are required to follow the rules of this regulation while staying in student residences and on the territory of Student Campus. The Tenant is obliged to inform the visitor of the rules in force.
- 3.3 The Tenant is held responsible for his/her visitor's actions on the territory of Student Campus and in student residences.
- 3.4 Student Campus has the right to demand compensation from the Tenant for any damage caused by his/her visitors.

### 4. CLEANING

#### The Tenant is obliged to:

- 4.1 clean the residential space provided for his/her use on regular basis, as well as sort and take out any rubbish generated by him-/herself to designated waste containers located outside;
- 4.2 after using the kitchen, clean the surfaces and cook-tops, switch off the cooker and other electrical appliances when leaving the kitchen and turn off the lights;

### 5. SILENT HOURS

Silent hours apply from 23:00 to 7:00. All activities that may disturb other tenants during silent hours are forbidden inside the residences and their surrounding areas. Tenants are obliged to immediately notify Student Campus' security service about any violations of silent hours.

### 6. ACCESS CARD AND RIGHTS

- 6.1 An access card for enabling 24/7 access to the student residence is issued to the Tenant on the basis of a valid rental contract. Access card is not issued if the Tenant wishes to use ISIC or a student card as an access card. If so, according rights will be installed to ISIC or student card.
- 6.2 The rights to enter buildings and rooms will be installed to an access card, ISIC or student card by the representative of Student Campus.
- 6.3 It is forbidden to give the issued card to the use of third parties and the Tenant is obliged to prevent the possibility of the third party to get hold of the access card.
- 6.4 Upon losing the access card, the Tenant must immediately inform Student Campus about the loss.
- 6.5 If the Tenant has lost or damaged the access card issued to him/her, the Tenant will submit an application to Student Campus for getting a new card and reimburse the cost of the lost card according to the valid price list.
- 6.6 Upon termination of the contract, the Tenant returns the access card to Student Campus' office together with his/her room keys. In the event of failing to return the access card, the Tenant is obliged to reimburse the cost of the card according to the valid price list.
- 6.7 The purpose of the use of surveillance devices (access card, security cameras) is to ensure the safety of the tenants and the property. Personal data is processed in accordance with the Privacy Policy of Student Campus.

### 7. MOVING OUT OF THE STUDENT RESIDENCE

Upon moving out of the student residence, the Tenant is obliged to clean the residential space and ensure that all furniture items and other property included in the room are present at the moment of surrendering the residential space to Student Campus. In the event of failing to fulfil the obligation, Student Campus performs the cleaning and the Tenant is obliged to compensate the cost of the cleaning according to the valid price list.