

## Annex 1 to the Residential Agreement

### GENERAL TERMS AND CONDITIONS OF THE RESIDENTIAL AGREEMENT

#### I GENERAL PROVISIONS

1.1. The Parties' actions in respect of the residential tenancy established under the Residential Agreement are governed by the Residential Agreement (hereinafter, the Agreement), Annexes thereto and the law applicable to residential lease agreements in the Republic of Estonia.

1.2. Pursuant to the Agreement, the Landlord as the head tenant of the premises will, in return for the payment of rent, grant the Student the right to occupy the premises in the manner and to the extent stipulated in the Agreement.

1.3. The Landlord's possession of the premises constituting the subject matter of the Agreement derives from the ownership of said premises vested in the University of Tartu, and the lease agreement concluded between said University and the Landlord.

1.4. The Student agrees to ensure the preservation and maintenance of the premises, to use the premises exclusively as a private residence and to surrender the same upon discharge of the Agreement.

#### II SUBJECT-MATTER OF THE AGREEMENT

2.1. The subject-matter of the Agreement consists of certain property and premises in the possession of the Landlord, comprising a residential room, the residence common rooms and the inventory items therein (hereinafter, the Premises). The Premises and their condition will be specified in the Assumption of Occupancy form appended as Annex 4 to the Agreement and deemed an integral part thereof.

2.2. The Student is entitled to use the Premises as a private residence pursuant to the Halls of Residence Rules of the *MTÜ Tartu Üliõpilasküla* (the non-profit corporation Tartu Student Village, hereinafter the Student Village).

2.3. The Student may be required to share occupancy of the Premises with such other persons, whose number may not exceed the maximum rated occupancy level of the Premises, as have concluded respective agreements with the Landlord.

#### III ENTRY INTO FORCE OF THE AGREEMENT

3.1. The Agreement will enter into force as of the moment when it has been signed by both Parties.

#### IV PAYMENT OF RENT

4.1. The Student will pay rent to the Landlord on a current month basis. The amount of the rent will be specified on the title page of the Agreement and will reflect the term of the Agreement the number of students occupying the residential room. In addition to the rent, the Student will pay the Landlord for utility or other services provided during the previous month as follows: for water and sewerage, according to the total number of students residing in the residence hall; for electricity and heating services (room heating and hot water) according to the floor space of the residential room occupied under the Agreement (and according to the number of occupants using the room); for other services according to the price list established by the Landlord. The rent invoice and utility bill will be deemed accepted by the Student unless the Student notifies an objection thereto within a period of five days following its issue.

4.2. The Landlord may, giving one month's notice, unilaterally change the price list, provided there has been a change in the expenses, charges or rates directly related to the Premises, or for other reasons material for the Landlord.

4.3. Changes in the amount of the rent must be adopted by the Board of the Student Village. The Student Village will notify the Student thereof at least one month before the new amount becomes applicable by displaying relevant information on the notice boards of the residence hall and on the Student Village website. By signing the Agreement, the Student agrees to accept any notice of amendments to the Agreement published on the notice board of the Residence and on the Student Village website as notification of intention to amend the Agreement as indicated.

4.4. Students concluding their initial Agreement will pay a reservation fee which will be kept as deposit when the Student commences his/her occupancy. If the Student cancels the Agreement before commencing occupancy, the reservation fee will not be refunded.

4.5. The amount of the deposit and of the reservation fee per one residential place will be established for each residential period by the Board of the Student Village and must be specified on the title page of the Agreement.

4.6. The deposit paid by the Student will be counted towards the timely and due performance of the Student's obligations upon the discharge of the Agreement.

4.7. When the Agreement is discharged, any interest calculated on late payments, any unpaid rent, the value of furniture items rendered unusable or lost and, if necessary, any cleaning costs, will be deducted from the deposit in case during the term of the Agreement the Student should fail to duly and timely perform any of his/her respective obligations to the Student Village. If there is no need for any deductions, the deposit will be repaid to the Student in full within fifteen (15) bank days following the discharge of the Agreement. Where the sum left of the deposit after deductions is less than the fee charged by the bank for the transfer, repayment by way of bank transfer is excluded. The cost of an international bank transfer will be borne by the recipient.

4.8. The Parties hereby declare that the Student has paid the deposit to the cashier's desk of the Student Village or to the bank account of the Student Village in Swedbank or the SEB Bank (the SEB Union Bank).

4.9. The Landlord agrees not to use the deposit to set off any claims he may have against the Student during the term of the Agreement.

#### V OBLIGATIONS OF THE PARTIES

##### 5.1. The Landlord undertakes to:

5.1.1. grant the Student occupancy of the Premises;

5.1.2. ensure the provision of the utility services necessary for the enjoyment of the occupancy;

5.1.3. present to the Student, in electronic form at the *e-kyla* portal (<https://ekyla.kyla.ee/yymik/loginYymik.aspx>) or, where the Student so desires, in paper copy to his/her address in dormitory, any rent notices and utility bills at the latest by the 14<sup>th</sup> day of each month or the business day preceding it where the 14<sup>th</sup> day falls on a holiday;

5.1.4. grant the Student occupancy of other equivalent premises, provided such premises are available, where the Premises have become unfit for use as a residence through no fault of the Student, except in case of renovation works in the Residence Hall and the discharge of the Agreement pursuant to clause 8.3 of the same;

5.1.5. pay the Student interest calculated on the deposit made by said Student to the Landlord;

5.1.6. give the Student at least 30 calendar days' notice of intention to cancel the Agreement.

##### 5.2. The Student undertakes to:

5.2.1. look after the Premises properly, use the Premises in accordance with the Halls of Residence Rules and grant the Landlord's agents unhindered access to said Premises for utility and equipment repair purposes, including access for the purpose of showing the Premises to a prospective occupier where the Student's occupancy is drawing to a close;

5.2.2. abstain from damaging any premises or property of the Landlord or the University of Tartu;

5.2.3. duly comply with any orders, administrative decrees or mandatory directions issued by the Landlord's agents and with any valid Residence, Fire Safety and other internal Rules;

5.2.4. in the event of being left the single occupier of a multiple-occupancy residential room, pay the full amount of the room's utility bills as of the time of being left the single occupier, and notify the Landlord in writing of the desire to move or, failing such notification, pay rent for the entire room leased, starting from the second month following being left the single occupier.

5.2.5. keep the Premises in good sanitary condition, make routine repairs in unrenovated Premises at the Student's own expense if he or she so wishes, and obtain the Landlord's prior written authorisation in respect of any modifications to be made to the Premises;

5.2.6. immediately inform the Landlord's agents of any utility emergencies, fires, etc. discovered on the Premises, at the same time taking measures with a view to the immediate liquidation of said emergencies and any consequences thereof and for ensuring the safety of the residents;

5.2.7. accept liability for loss or disrepair of any property surrendered into the possession of the Student by the Landlord and compensate any damage caused or repair expenses incurred;

5.2.8. in the event of damage to or loss of the Landlord's property, or of unauthorized passing of the property into the possession of third parties, pay the Landlord compensation as follows: 7.50 EUR for damage to or loss of a proximity card, 32 EUR for damage to or loss of a security key, the replacement cost for damage to or loss of an ordinary key; 7 EUR for causing the Landlord to replace a lock cylinder in an unrenovated residence;

5.2.9. surrender Landlord's property to the Landlord on the day of discharge of the Agreement at least in the same condition that such property had at the time the Student assumed occupancy, normal wear and tear excepted;

5.2.10. pay rent invoices and utility bills presented by the Landlord by the 24<sup>th</sup> day of each month to the account of the Student Village in Swedbank, the SEB Bank or Nordea Bank as indicated on the rent invoice or utility/other services bill;

5.2.11. assume the bank transfer costs related to payments;

5.2.12. compensate the Landlord for the expenses incurred in collecting a debt accumulated by the Student;

5.2.13. notify the Landlord, at the time of conclusion of the Agreement, of the date of expiration of his or her visa or residence permit, and to notify the Landlord immediately of the expiration of his or her residence permit, of a change of his or her home address, telephone number or e-mail address and of the issue of a new visa or residence permit; notification of the suspension or completion of studies must be made within 10 days after suspension or completion becomes effective;

5.2.14. not to surrender the Premises (including any keys or proximity cards) to third persons without written authorisation by the Landlord;

5.2.15. give at least 30 calendar days' notice (in writing or by means of a digitally signed e-mail message) of intention to cancel the Agreement.

5.3. The Parties agree that:

5.3.1. All communications arising under the Agreement may be made to the other Party via the portal *e-kyla*. If a communication has been made through the portal, it will be deemed delivered to the addressee and the addressee will be deemed to have had a reasonable opportunity to be apprised of its content when two business days have elapsed from the making of the communication.

5.3.2. If the Student uses the *e-kyla* application to inform the Landlord of a utility emergency or equipment malfunction in a room used by him or her, or informs the Landlord's agents of such emergency or malfunction, the Student thereby also grants the Landlord's agents permission to enter the room for the purpose of repairing the utility emergency or equipment malfunction within 3 business days without prior notification, and agrees to communicate this to his or her roommates or flatmates.

#### VI RIGHTS OF THE PARTIES

##### 6.1. The Landlord may:

6.1.1. require the Student to fulfil the obligations specified in the Agreement;

6.1.2. inspect the Premises for conformity of use to the Agreement, as well as to verify the preservation and maintenance of the Landlord's property and, if necessary, order the Student to conform to the Agreement as regards the use, preservation and maintenance of the Landlord's property;

6.1.3. forthwith terminate the Agreement, without giving prior notice of intention thereof, upon the occurrence of circumstances listed in clause 8.2 of the Agreement;

6.1.4. charge the Student an arrears interest at the rate of 0.06% per day on the outstanding amounts of any late rent and utility payments;

6.1.5. calculate the arrears interest from the day following the due date of payment until the day of receiving the payment or set-off, inclusively;

6.1.6. in case of any payment that fails to respect an agreed deadline (i.e., late payment), set off against the payment effected, as a first priority, the arrears interest calculated on the late payment, and only after this, the outstanding principal of the underlying obligation;

6.1.7. charge the Student 65 EUR under the item 'other services' in the event the Student is found smoking in an area where this is prohibited, or in a smoking room the door of which is left open, or in the case the Student has blocked or otherwise disabled or removed a smoke detector, and 30 EUR under the same item in the event the Student has failed to clean his or her room and 20 EUR per occasion of causing a security patrol to be called out, and in the case the Rescue Service are called out, to require the

person(s) responsible for a false call-out, or for the creation of a dangerous situation, to indemnify the Landlord in the case a claim is made against the Landlord in relation to the event;

6.1.8. acting through its agents (residence superintendent, security guards), require any persons present in the Hall of Residence to state and prove their relationship with the Student Village. In the event of absence of grounds for presence in the Hall of Residence, the agents of the Landlord are entitled to demand that such persons leave the Hall immediately or compel said persons to leave the Hall in accordance with applicable legislation;

6.1.9. seize any proximity cards or keys found in possession of persons not entitled to use such cards or keys;

6.1.10 conclude agreements permitting third parties to use the Premises, provided the total number of occupants of the residential room does not exceed its maximum rated capacity.

#### **6.2. The Student may:**

6.2.1. require the Landlord to fulfil the obligations specified in clause 5.1 of the Agreement;

6.2.2. demand a reduction of rent where the state of repair of the Premises or any amenities related thereto as specified in the Agreement has significantly declined through no fault of the Student and the Landlord, having received from the Students a corresponding written notice, has failed within reasonable time to eliminate the reported defects;

6.2.3. in the case where the Premises or any part thereof have become unfit for use through no fault of the Student, require the Landlord to replace the same with an equivalent part or premises, informing the Landlord of this in writing;

6.2.4. forthwith terminate the Agreement, without giving prior notice of intention thereof, in case the residential room becomes unfit for use due to any activities or omission of the Landlord.

### **VII LIABILITY OF THE PARTIES**

7.1. The Parties will assume full liability for any failure to abide by the terms and conditions of the Agreement and, similarly, for any damage caused in relation to leasing the Premises.

7.2. The Landlord will not accept liability for any loss of the Student's property occurring on the Premises.

7.3. In the case of loss of the Landlord's property occurring from the common rooms used by the residents, the Student will be jointly and severally liable for such loss together with other residents.

### **VIII AMENDMENT AND DISCHARGE OF THE AGREEMENT**

8.1. The terms and conditions of the Agreement may be amended as provided in the Agreement and Annexes thereto, or by a written instrument signed by the Parties.

8.2. The Landlord is entitled to cancel the Agreement with immediate effect without regard to notice periods if:

### **Annex 2 to the Agreement**

#### **MTÜ Tartu Üliõpilasküla (non-profit corporation "Tartu Student Village") HALLS OF RESIDENCE RULES**

#### **I GENERAL PRINCIPLES**

1. The Halls of Residence Rules (hereinafter the Rules) are obligatory for all residents of the MTÜ Tartu Üliõpilasküla (hereinafter, the Student Village).

2. These Rules establish and govern the residents' relations with the Student Village and determine the standard of conduct required to be observed by the residents.

3. The Rules become effective on 1 July 2016 and will be valid until replaced by new rules. The Student Village is entitled to modify and amend the Rules, publishing such modifications or amendments immediately after their adoption.

#### **II APPLYING FOR A LEASE OF RESIDENTIAL PREMISES**

To lease a residential premises, the applicant must fill in the relevant application form on the website of the Student Village. The application will be reviewed within 5 business days following the day of its registration. In case there are no vacancies, the application will be filed for reconsideration in case of a subsequent vacancy, with priority over later applicants.

Accepted applicants will conclude a Residential Agreement with the Student Village in the Accommodations Department of the Student Village (hereinafter, the Agreement).

In order to assume occupancy of the room allocated to him or her in a Hall of Residence, the student must:

1. Present the Residential Lease Agreement concluded with the Student Village to the representative of the Student Village;

2. In the presence of an agent of the Landlord (the superintendent), fill in the Assumption of Occupancy form in respect of the premises and property constituting the subject matter of the Agreement. Students wishing to be assigned a different residential room must address a written application to that effect to the Landlord. In case there is a vacancy in a residential room such as desired by the resident, a new residential agreement will be concluded with the student.

#### **III GENERAL RULES IN HALLS OF RESIDENCE**

1. Entrance doors to Halls of Residence are kept locked.

2. From 10 p.m. to 6 a.m. of a business day and from 12 midnight to 7 a.m. on holidays, the following is prohibited in the Halls of Residence and their immediate vicinity: loud noise, loud playing of musical instruments, disturbing the sleep of fellow residents and other similar activities. Residents must observe general rules of ethics and good conduct.

3. Residents are entitled to receive visitors from 7 a.m. to 10 p.m., provided this does not disturb other residents. A resident is responsible for any damage caused by his/her visitors.

4. Residents will keep their rooms, their section and their entrance rooms clean. They will also clean up after themselves in the common rooms (kitchens, etc.). Residents will take any rubbish generated by themselves to designated waste containers.

5. Residents are obligated to preserve the property surrendered into their possession and avoid its destruction through their fault or through that of third parties. When opening any lockable doors, residents must lock them immediately afterwards. In case of causing damage to the property or premises intentionally or out of negligence, residents will be obligated to compensate the damage caused pursuant to applicable legislation. If the identity of the person responsible for the damage cannot be determined, the residents of the respective area (room, section, hallway) or those of the entire Hall of Residence will be held liable.

8.2.1. the Student's use of the Premises contravenes the Agreement or where the Student has permitted the Premises to be used by third parties without relevant authorisation from the Landlord;

8.2.2. the Student has caused damage to the Premises, intentionally or due to negligence;

8.2.3. the Student's arrears in rent or other services payments exceed an amount equivalent to the sum of three months' rent or other services charges;

8.2.4. the Student is removed from the matriculation register of the university, or his or her residence permit expires, or a petition in bankruptcy is filed against him or her.

8.2.5. the Student fails to observe any Rules, administrative decrees or other mandatory directions referred to in the Agreement.

8.3. The Parties are entitled to cancel the Agreement at any time, giving the other Party at least 30 calendar days notice thereof. The Student undertakes to vacate the Premises on the day of discharge of the Agreement and to surrender the Premises to an agent of the Landlord. In the case of failure to vacate and surrender, the Landlord is entitled to:

8.3.1. in the presence of witness, enter the residential room assigned to the Student;

8.3.2. remove any personal property of the Student, taking said property into their custody pending its surrender to the Student, ensuring its preservation during a period of three months from the date of discharge of the Agreement. In taking custody of the property and in surrendering the same to the Student, relevant forms will be drawn up and the required signatures affixed to them

8.4. In case, despite prior notice of the obligation to vacate the Premises, the Student refuses to do so, or obstructs vacating the same, the Student Village will be entitled to vacate the Premises by using any means not contravening the laws of the Republic of Estonia.

### **IX SETTLEMENT OF DISPUTES**

9. All disputes arising in the course or performing, cancelling, terminating or amending the Agreement, or in determining the Parties' respective liability, are to be settled by agreement between the Parties. In the case the Parties fail to reach agreement, the dispute is to be submitted to Tartu County Court.

10. The Agreement and its annexes are drawn up in Estonian in two identical copies which are equally authentic. One of the copies is delivered to the Student and one remains with the Landlord. At the Student's request, he or she will be provided with an English translation of the annexes.

The superintendent will check the state of the Premises during the period of 1–30 June before the beginning of the next residential year. The superintendent will additionally check the state of the common rooms once during the month of December or January.

6. Upon noticing a fire or in case the fire alarms in the hallways ring out, residents must immediately proceed to the exit along evacuation routes. Any fires must be notified without delay to the emergency telephone number 112, and after that to the residence superintendent or the security guard.

7. The following is prohibited in the Halls of Residence:

7.1 consumption of alcohol in the common rooms of the halls, use of drugs and toxic substances, moving about in the Hall of Residence while drunk or under the influence of drugs or toxic substances, smoking (including the smoking of e-cigarettes or hookahs, etc.) in any rooms of the Halls of Residence not designated as a smoking area;

7.2 storage of drugs and toxic or flammable substances;

7.3 keeping of animals.

8. Residents must not:

8.1 use the Premises for purposes not expressly allowed in the Agreement (business or production activities, meetings of societies, organisations, etc.).

8.2 permit any property of the Student Village located in the residential room (incl. keys, proximity cards) to be used by third parties, and, similarly, store such property in the hallway. Residents who wish to use their own furniture must obtain the corresponding permission from the Landlord's agents;

8.3 remove any furniture, property and other inventory items located in the common rooms of the Halls of Residence;

8.4 install in the residence and operate a washing machine.

9. It is prohibited to drive or park any motor vehicles on the pavements and in the green areas surrounding the Halls of Residence. Vehicles must be parked in designated areas in accordance with the relevant parking rules.

10. Communications by the Student Village to residents will be displayed on notice boards in the Halls of Residence or in the portal *e-kyla*.

### **IV CHECKING OUT OF THE HALLS OF RESIDENCE**

1. Intention to cancel the Agreement must be notified by the resident to his or her roommates and the Accommodations Department at least 30 calendar days in advance by filling in the corresponding form. Prior to the cancellation of the Agreement, residents must settle any outstanding obligations to the Student Village.

2. Before leaving, residents are obligated to clean the residential room and the common areas used and make sure that all furniture items and other property belonging in the room are present at the moment of surrendering the residential room to an agent of the Landlord.

3. At the time of surrendering the residential room and the property therein, the resident, together with an agent of the Landlord (the residence superintendent) will carry out an inventory and state its results in a surrender and possession form that must be signed by both parties. The surrender of the residential room can only take place and the Agreement be discharged on business days during the reception hours of the superintendent.

**The General Terms and Conditions of the Agreement and the Halls of Residence Rules have been approved by the Board of the Tartu Student Village on 31<sup>st</sup> of May, 2016.**

