**RENTAL CONTRACT NO. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

(place) (date)

**Alex-show OÜ** (registry code: 14275344), represented by a legal representative the member of the Board Aleksei Chuzhov (hereinafter referred to as **a lessor**) and \_\_\_\_\_\_\_\_\_\_\_\_ (registry code \_\_\_\_\_\_\_\_ ), represented by \_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as **a lessee**) (hereinafter separately referred to as **a party** and jointly as **parties**), have entered into a contract as follows:

1. **Object of the contract**
   1. Under the present contract, the **lessor** shall transfer to the **lessee** for temporary use, for the term of validity of the contract, wax figures, silicone figures, and fibre mat figures, art objects (hereinafter jointly referred to as **leasable objects**), which are owned by the **lessor**, for the purpose of organizing an exhibition under the terms and conditions agreed upon in the contract. The **lessee** undertakes to pay to the **lessor** the fee provided for in the contract for renting **leasable objects**.
   2. The list, amount, purpose, condition of **leasable objects** as well as their value are specified in the Delivery and Acceptance Certificate of **leasable objects** (**Annex 1** to the contract).
   3. The **lessor** undertakes to transfer **leasable objects** to the **lessee** no later than by “\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_. The rental period is\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
2. **Rental price and payment procedure** 
   1. Rental price for using **leasable objects** is \_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) EUR for the entire rental period. *The VAT in the amount of 20% shall be added/not added to the rental price (the issue of whether or not to add the VAT to the rental price should be clarified separately with the accountant upon the conclusion of every individual contract).*
   2. The **lessee** shall pay the rental price on the basis of invoices issued by the **lessor** (choose a suitable option):
      1. every month by making a bank transfer to the bank account specified by the **lessor** or in cash by \_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_) of the current month.
      2. every day by making a bank transfer to the bank account specified by the **lessor** or in cash for each day of the rent.
      3. for the entire rental period in advance.

*Or an alternative option as clause 2.1 -*

*Rental fee for using* ***leasable objects*** *amounts to 30% from the value of the tickets sold for the exhibition (or from other revenue obtained by the* ***lessee*** *from the visitors to the exhibition). Also choose either 2.2.1 or 2.2.2.*

* 1. The rental fee is regarded as having been paid after the money has arrived at the bank account of the **lessor** or paid to the **lessor** in cash.
  2. Other additional works agreed upon by the parties, for example, loading **leasable objects**, unloading them, preparing advertising materials and banners, repairing **leasable objects** as well as assembly and disassembly of **leasable objects**, etc., shall be paid for separately on the basis of the price list agreed upon by the parties.

*In addition to that, if the parties enter into a rental contract with a further opportunity/right to buy out the object of the contract –*

* 1. *The cost of buying out* ***leasable objects*** *is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ euros. From this amount, the rental fees that have actually been paid by the* ***lessee*** *to the* ***lessor*** *shall be deducted in accordance with the present contract as well as the security or its remainder. Other expenses or fees (e.g. for assembly, consultations, etc.) are not subject for deduction.*
  2. *The* ***lessee*** *shall pay to the* ***lessor*** *the price of buying out* ***leasable objects*** *specified in the previous clause within 10 working days after the expiry of the term of the present contract.*
  3. *The* ***lessee*** *has the right to buy out* ***leasable objects*** *from the* ***lessor*** *as a whole; it is not possible to buy out* ***leasable objects*** *partially.*

1. **Contract securities** 
   1. The **lessee** undertakes to pay to the **lessor**, using the bank details of the **lessor** specified in the present contract or by making a payment to the **lessor** in cash, within 1 (one) calendar day after signing the present contract, but before accepting **leasable objects**, the amount of \_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) euros (hereinafter referred to as a **security**) in order to guarantee the performance of all main and secondary obligations arising from the contract during the term of validity of the contract and within 2 (two) months after the termination of the contract.
   2. The **lessor** shall pay back the security to the **lessee** within 2 (two) months after the date of the termination of or withdrawal from the contract, provided that the **lessor** has not filed any recovery claims against the **lessee**, and/or there are no grounds for the emergence of such claims. The **lessor** has the right to deduct the debts of the **lessee** from the amount of the security, including fines, claims for penalty fines, the damage caused to the property of the **lessor** or to the **lessor**, and also such expenses that can occur, proceeding from clauses 4.2.16, 7.13, 12.9 of the present contract.
2. **Rights and obligations of the lessee** 
   1. The **lessee** has the right:
      1. to possess and use the object of the contract;
      2. to use **leasable objects** in accordance with their purpose, i.e. to use **leasable objects** in the following way and for the following purpose: to organize an exhibition in order to obtain some profit at the address and under the conditions agreed upon with the **lessor** in advance (especially see clauses 12.2-12.5 of the contract).
   2. The **lessee** undertakes to:
      1. accept **leasable objects** from the **lessor**; when accepting **leasable objects,** to inspect them thoroughly and sign the Delivery and Acceptance Certificate of **leasable objects** upon the acceptance of **leasable objects** (**Annex 1** to the contract). If the **lessee** has some claims in connection with the condition of and/or deficiencies in **leasable objects**, he must list them in the Delivery and Acceptance Certificate of **leasable objects;**
      2. pay the rental fee specified in the contract in due time;
      3. organize the transportation of **leasable objects** from the **lessor** to the **lessee** and back and pay for the expenses related to the transportation (both directions);
      4. inform the **lessor** immediately at his request about the location of **leasable objects** and the route of their relocation;
      5. organize the exhibition of wax figures and art objects, or **rental objects** (including assembly and disassembly) and pay for all of the expenses related to it;
      6. use **leasable objects** properly and rationally;
      7. keep **leasable objects,** or figures, in the shape that is suitable for the exhibition, i.e. to clean their costumes, shoes, put on make-up, etc.
      8. it is forbidden to keep the figures and art objects, i.e. **leasable object**s, handed over to the **lessee** under the present contract, outside of the exhibition, except for the cases when they are put up right next to the entrance to the exhibition for advertising purposes;
      9. use the figures and art objects, i.e. **leasable objects**, handed over to the **lessee** under the present contract, as a whole and not to divide them or separate them from one another;
      10. not to transfer **leasable objects** into sublease and not to encumber **leasable objects** (e.g. not to mortgage them) without a prior written consent of the **lessor**;
      11. not to introduce any modifications (including the modifications exceeding regular maintenance) or improvements into **leasable objects** without the prior written consent of the **lessor**;
      12. notify the **lessor** immediately about serious damage done to **leasable objects**, the violation of the rights of possession or use of **leasable objects** or restrictions on their use on the part of third parties, etc., taking measures, whenever required, in order to prevent further damage and eliminate consequences;
      13. enter into insurance contract(s) in relation to **leasable objects** against the risks of possible damage, loss, or destruction of **leasable objects**; the **lessor** should be assigned as a beneficiary;
      14. allow the **lessor** at any time to check the purposefulness of usage of **leasable objects** on the part of the **lessee**, the management of **leasable objects**, and the provision of their upkeep;
      15. at least once a month to get in touch with the **lessor** by video connection in order to allow him to check the existence of **leasable objects,** their location, and appearance/condition;
      16. if the **lessee** wants to get consultations from the **lessor** that are provided for in the present contract or needs the training in putting up or dismantling the exhibition, or wants to sign the present contract at the location of the exhibition, i.e. outside of the Republic of Estonia, the **lessee** undertakes to compensate to the employees of the **lessor** all travelling expenses, accommodation expenses, and travelling allowance.

*If the parties have entered into the rental contract with the rental fee totalling to 30% of the total value of the tickets sold for the exhibition, the following clauses are also added -*

* + 1. *to install at his own expense the video cameras in the rooms of the exhibition and to make video recordings which would enable to determine the actual number of visitors to the exhibition;*
    2. *to forward to the* ***lessor*** *the data about the number of visitors to the exhibition, to provide access to the archive of video recordings to the* ***lessor****, and to enable the* ***lessor*** *to watch the images broadcast by video cameras online;*
    3. *to agree upon the prices for the exhibition with the* ***lessor****;*
    4. *to forward to the* ***lessor*** *cash statements daily, which would serve as a proof of the revenue earned at the exhibition.*

1. **Rights and obligations of the lessor** 
   1. The **lessor** has the right to check in the course of validity of the contract whether the **lessee** is using **leasable objects** for their intended purpose and adheres to the terms and conditions of the contract.
   2. The **lessor** has the right to acquire the access to the object of the contract, i.e. **leasable objects**.
   3. The **lessor** undertakes to hand **leasable objects** to the **lessee** at the time specified in the contract and in the condition that would enable the **lessee** to use **leasable objects** in accordance with the contract.
   4. The **lessor** undertakes to provide consultations to the **lessee** with the aim of holding a successful exhibition.
   5. The **lessor** undertakes to teach the **lessee** how to assemble and disassemble **leasable objects**, or the exhibition, properly.
2. **Representations and warranties of the lessor**
   1. The **lessor** represents and confirms that the objects of the contract, i.e. **leasable objects**, belong to the **lessor**, there are not disputes related to them, they are not encumbered with the rights of third parties, and there are no other obstacles that would hinder their provision for use.
   2. The **lessor** confirms that, as far as the **lessor** is concerned, there are no valid restrictions related to possessing, using, and disposing of the object of the contract, i.e. **leasable objects**.
3. **Liability of the lessee**

***Fine***

* 1. If the **lessee** does not make the payments provided for in the contract in due time, he undertakes to pay a fine to the **lessor** in the amount of 0.3 per cent from the amount that has not been paid in due time for each calendar day of delay.

***Compensation for damage***

* 1. The **lessee** is absolutely liable for the appropriate condition of **leasable objects**; for following the rules that exist in relation to keeping, using, and transporting **leasable objects**; for possible damage, loss, or destruction of **leasable objects** within the entire rental period, starting from signing the Delivery and Acceptance Certificate of **leasable objects** (**Annex 1** to the present contract) and until the return of **leasable objects**.
  2. The **lessee** undertakes to compensate to the **lessor** for the damage that was done to the **lessor** during the rental period to the extent of damage, loss, or destruction of **leasable objects**, which are not covered by insurance (including deductible).
  3. The **lessee** undertakes to compensate to the **lessor** in full for the damage that was done by the **lessee** deliberately through damage, loss, or destruction of **leasable objects**.
  4. If the **lessee** does not fulfil his obligation specified in clause 4.2.13 of the present contract, i.e. does not enter into the insurance contract for **leasable objects**, he shall be held liable to the **lessor** for all of the risks related to **leasable objects** in full every single time, regardless of his fault.
  5. By damage done to **leasable objects**, the parties mean the loss or deformation of the integrity of a figure or an art object. At the same time, change in colour of the costume, stains, etc., loss of a wig, scratches, or the damage done to the outer layer of **leasable objects** shall also be regarded as the damage done to **leasable objects**.
  6. If the damage was done to **leasable objects** in the form of damaging, losing, or destructing **leasable objects**, the parties shall prepare a bilateral statement in order to register the situation (including taking photos, or even video recording) and determine the extent of damage.
  7. If the **lessee** or his authorized representative refuses from signing the statement specified in the previous clause, a third person not otherwise involved into the matter, i.e. the witness, can do it.
  8. If it is not possible to remove the damage done to, the loss, or the destruction of **leasable objects** or their part, including their restoration, repairs, prevention, improvement, etc., the parties shall agree that in this case, the amount of damage shall be the value of **leasable objects** (also see clause 7.10 of the present contract).
  9. The parties have agreed that the amounts of the compensation for damage in the form of damaging, losing, or destroying leasable objects as a whole are the values of these leasable objects, which have been agreed upon by the parties, and about which the parties have agreed upon while signing the Annex 1 to the present contract.
  10. The parties have agreed that the amounts of the compensation for damaging, losing, or destroying the parts of **leasable objects** are the following:
      1. Loss or destruction (per one figure) – body \_\_\_\_\_\_\_\_\_\_- EUR, costume and shoes - \_\_\_\_\_\_\_\_\_\_\_\_ EUR, head - \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ EUR, hand or foot (leg) - \_\_\_\_\_\_\_\_\_\_ EUR, the stand - \_\_\_\_\_\_\_\_\_\_\_\_ EUR.
      2. Damage (per one figure) – body \_\_\_\_\_\_\_\_\_\_- EUR, costume and shoes - \_\_\_\_\_\_\_\_\_\_\_\_ EUR, head - \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ EUR, hand or foot (leg) - \_\_\_\_\_\_\_\_\_\_ EUR, the stand - \_\_\_\_\_\_\_\_\_\_\_\_ EUR.
  11. The parties have agreed that the **lessee** shall compensate to the **lessor** for incurred damage within 7 days after signing the Certificate specified in clause 7.7 of the present contract by the parties, or, if the **lessee** refuses from signing it without a good reason, within 7 days after the **lessor** has filed a relevant claim against the **lessee**.

***Compensation for expenses related to the transportation of leasable objects***

* 1. If the **lessor**, in accordance with the provision of clause 12.3 of the present contract, comes to collect **leasable objects** himself, in this case the **lessee** undertakes to compensate to the **lessor** for transportation expenses related to bringing back **leasable objects**, which would not have been incurred by the **lessor** if the **lessee** had brought **leasable objects** to the **lessor** himself in accordance with the terms and provisions of the present contract.

***Penalty fines***

* 1. In the event of a delay in transferring the object upon the termination of the contract, the **lessee** undertakes, in addition to the rental fee, also to pay a penalty fine in the amount of 0.1 per cent from the value of the object of the contract, i.e. **leasable objects**, for each day of delay.
  2. If the **lessee** has not fulfilled/has violated at least one of the obligations specified in clauses 4 or 12 of the present contract, or if the present contract is terminated under the conditions specified in clause 9.4 of the contract prematurely due to the reason arising from the **lessee**, the **lessee** undertakes to pay a penalty fine to the **lessor** in the amount that should be equal to the amount of security under the present contract (see clause 3.1 of the present contract) no later than within 3 calendar days after the **lessor** has filed a relevant claim to the **lessee**.

*If the parties have entered into the rental contract with the rental fee totalling to 30% of the total value of the tickets sold for the exhibition, the following clauses are also added -*

* 1. *If the* ***lessee*** *has not forwarded to the* ***lessor*** *the data and recordings from video cameras specified in clauses 4.2.17-4.2.18 of the present contract, the* ***lessee*** *undertakes to pay a penalty fine to the* ***lessor*** *for this violation of the contract in the amount of \_\_\_\_\_\_\_\_\_ euros for each day, when this particular violation of the contract took place.*
  2. *If the* ***lessee*** *has not forwarded to the* ***lessor*** *the data and reports specified in clause 4.2.20 of the present contract, the* ***lessee*** *undertakes to pay a penalty fine to the* ***lessor*** *for this violation of the contract in the amount of \_\_\_\_\_\_\_\_\_ euros for each day, when this particular violation of the contract took place.*
  3. *If the exhibition is in a downtime or in the standby mode, which is not related to the relocation of the exhibition or to the schedule of the* ***lessee****, the* ***lessee*** *undertakes to pay a penalty fine for it to the* ***lessor*** *in the amount of \_\_\_\_\_\_\_\_\_\_\_\_ euros per each day, during which the exhibition has been in a downtime and has not been bringing profit.*

1. **Liability of the lessor**
   1. If there is a delay in returning the security to the **lessee** on the part of the **lessor**, the **lessor** must pay a fine in the amount of \_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) euros from the amount that is to be refunded for each calendar day of delay.
   2. The **lessor** shall not be held liable for the deficiencies found in **leasable objects** that were agreed upon between the parties upon the conclusion of the present contract, or that the **lessee** was aware of or was supposed to be aware of/that were visible to the **lessee** upon the acceptance of **leasable objects** from the **lessor**.
2. **Termination of the contract** 
   1. The contract can be terminated at any time with the written agreement of the parties.
   2. Each party to the contract has the right to withdraw from the contract at any time, notifying another party about it at least 3 (three) months in advance.
   3. The **lessee** has the right to renounce the contract without prior notification or withdraw from the contract only in cases established by law.
   4. The **lessor** has the right to withdraw from the contract urgently without prior notice if there is a reasonable excuse for that. The excuse is reasonable if, taking into consideration the interests of both parties as well as all of the circumstances, it is not possible to expect from the party that wants to withdraw from the contract that it would wish to continue the performance of the contract. Among others, the following excuses are regarded as reasonable:
      1. the **lessee** has not paid the rental fee in full within 3 (three) months after the day of arrival of the term of payment;
      2. the **lessee** has not fulfilled/has violated at least one of the obligations listed in clauses 4 and 12 of the contract.
   5. The party that wishes to withdraw from the contract must submit the relevant application to another party in writing, specifying the exact time of and the reason for the termination of the contract.
3. **Transfer and acceptance of leasable objects upon the termination of the contract** 
   1. The **lessee** undertakes within \_\_\_ days after the termination of the term of validity of the present contract to transfer **leasable objects** to the **lessor** or to another person authorized by the **lessor** on the basis of the power of attorney. A relevant certificate shall be prepared in connection with the transfer and acceptance of leasable objects (**Annex 2** to the contract).
   2. Upon the termination of the contract, **leasable objects** that should be returned by the **lessee** to the **lessor** must be in the condition that is similar to the condition, in which they were upon their transfer from the **lessor** to the **lessee**, with due consideration of natural wear.
   3. Upon the termination of the contract, **leasable objects** shall be returned from the **lessee** to the **lessor** at the following address - \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, except for the cases when the **lessor** has notified the **lessee** in writing about another address for returning **leasable objects**.
4. **Forwarding notices and information** 
   1. All of the notifications related to fulfilling the contract shall be forwarded to the e-mail address specified in the contract. The other party must confirm the receipt of an e-mail from the first party. If the other party has not confirmed the receipt of an e-mail sent to it by the first party for no good reason, the e-mail shall be regarded as having been delivered 1 (one) day after it has been sent.
   2. The date of sending this notification by e-mail shall be regarded as the day of forwarding the notification.
   3. The liability in terms of receiving notifications and notices in the way described above shall be held by the party receiving the notice.
   4. The information about withdrawing from the contract as well as the claim filed as a result of the violation of the contract must be in writing.
5. **Special terms and conditions of the contract**
   1. The objects of the present contract, or **leasable objects**, belong to the **lessor**.
   2. The objects of the present contract, or **leasable objects**, must not be the object of the mortgage of the **lessee**, and no fulfilment or claim of third parties, who have the right of claim against the **lessee**, can be turned against them.
   3. If the **lessee** has not returned leasable objects to the lessor in the procedure prescribed by the contract, the **lessor**, being the owner of **leasable objects**, or his authorized representative being a natural or a legal person, have the right to come and collect **leasable objects** themselves. In this case, the **lessor** or his authorized representative being a natural or a legal person have the right to communicate directly with the lessor of the room rented out for the purposes of the exhibition, and the lessor of the room rented out for the purposes of the exhibition, after the **lessor** submitted a relevant claim, must enable the **lessor** to enter the room where the exhibition is located and take away **leasable objects**. The proof of the **lessor**´s right of possession for figures and art objects, or **leasable objects**, are the passports for figures and art objects, or **leasable objects.**
   4. The **lessee** undertakes to notify the lessor of the room rented out for the purposes of the exhibition about special terms and conditions of the contract (especially about clauses 12.2 and 12.3) and add relevant clauses into the contract entered into between the **lessee** and the lessor of the room rented out for the purposes of the exhibition.
   5. The **lessee** undertakes to present a copy of the rental contract entered into with the lessor of the room rented out for the purposes of the exhibition to the **lessor** for familiarization and approval no later than by\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**.**
   6. The **lessee** shall submit to the **lessor** the copies of his foundation documents, extracts from the Commercial Register not older than 1 month, the document confirming the competence of the legal representative, including the articles of association of the company, a certificate from the bank concerning the opening/existence of the **lessee**´s bank account, other necessary documents (including the approvals of the management board, their consents, etc.) essential for the conclusion of the contract on the part of the **lessee** no later than by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ; the copy of the passport of the legal representative, postal address, contact phone number, and the address of the actual place of residence of the legal representative in case of communication failure.
   7. By the agreement of the parties, the **lessor** or his authorized representative can familiarize themselves with the location of the exhibition, the location of the legal address of the **lessee**, and the actual address of his legal representative.
   8. The **lessor** can transfer (waive) the right of claim arising from the present contract to a third party. In this case, the **lessee**´s consent is not required.
   9. The **lessor** has the right to involve third parties into searches for the **lessee** in case of communication failure with the **lessee**.
6. **Force majeure**
   1. The failure to fulfil or improper fulfilment of the obligations arising from the contract shall not be regarded as the violation of the contract if it has been caused by the circumstances, the arrival of which was not and could not be foreseen by a party at the moment of the conclusion of the contract (force majeure).
   2. The party, whose activities upon the performance of contractual obligations have been hindered by force majeure circumstances, must notify another party about it immediately in writing (no later than within three days).
   3. Upon the arrival of force majeure circumstances, the terms specified in the contract shall be prolonged by the period of the existence of force majeure circumstances.
7. **Term of validity of the contract**
   1. The contract has been entered into for a definite period, and it is valid from “\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ until “\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_.
   2. The contract shall come into effect on the day of its conclusion and end upon the termination of its term of expiry, the withdrawal from the contract, or its termination on other grounds specified in law or in the contract.
   3. If a contract with a specific term of expiry has been entered into between the parties, the second party should notify another party at least three months in advance before the arrival of the termination of its term of expiry if it wants to prolong the contract, specifying the new term of validity of the contract, and if both parties wish to prolong the contract, they shall prepare a separate agreement about it in writing. Otherwise the contract shall be regarded as having been terminated upon the arrival of the end of its term of validity.
   4. The **lessee** does not have the right of pre-emption in terms of the new rental period.
8. **Dispute resolution procedure and jurisdiction**
   1. Disputes and disagreements arising from the present contract shall be resolved by means of negotiations between the parties. If the parties fail to resolve the disputes and disagreements arising from the present contract by means of negotiations, a relevant dispute shall be resolved in Harju County Court of the Republic of Estonia. Disputes shall be resolved on the basis of the Estonian legislation.
9. **Final provisions** 
   1. Earlier expressions of will and agreements of the parties that have not been listed in the contract shall not be regarded as the terms and conditions of the contract.
   2. All of the amendments introduced in the contract shall be valid provided that they have been executed in writing as an annex to the contract, which is an inseparable part of the contract, and the parties have signed them.
   3. The contract has been drawn up on two pages that have equal legal effect and signed by both parties on every page of the contract. One of the copies of the contract shall be handed over to the **lessor**, and the other one to the **lessee**.
10. **Details of the parties**

Each of the parties undertakes to inform another party of the contract immediately (not later than within 10 days) about any kind of changes made in the details of the parties listed below.

|  |  |
| --- | --- |
| **Lessor** | **Lessee** |
| Registry code: | Registry code: |
| Legal address: | Legal address: |
| E-mail: | E-mail: |
| Phone: | Phone: |
| Contact person: | Contact person: |
| Bank account number and bank details: | Bank account number and bank details: |

Lessor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Lessee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Annex 1**

**Leasable Objects Delivery and Acceptance Certificate**

The present certificate has been drawn up by **Alex-show OÜ** (registry code: 14275344), represented by a legal representative the member of the Board Aleksei Chuzhov (hereinafter referred to as **a lessor**), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as **a lessee**) on “\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date of drawing up the Certificate) to confirm that the **lessor** has handed over and the **lessee** has accepted the following **leasable objects**:

|  |  |  |  |
| --- | --- | --- | --- |
| Name and quantity of a leasable object | Description of the purpose of a leasable object | Remarks concerning the condition of a leasable object | Value of a leasable object |
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The **lessee** confirms that **leasable objects** are in the appropriate condition for using them in accordance with the contract.

The **lessee** confirms that he is aware of deficiencies that exist in **leasable objects**, specified in the table above, and refuses from filing claims against the **lessor** in connection with such deficiencies.

The parties confirm that the value of every figure and art object listed in the Certificate have been agreed upon between the parties and is correct.

Signatures of the parties:

Lessor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Lessee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Annex 2**

**Leasable Objects Delivery and Acceptance Certificate**

The present certificate has been drawn up by **Alex-show OÜ** (registry code: 14275344), represented by a legal representative the member of the Board Aleksei Chuzhov (hereinafter referred to as a **lessor**), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as a **lessee**) on “\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date of drawing up the Certificate) to confirm that the **lessee** has handed over and the **lessor** has accepted the following **leasable objects** in the following condition:

|  |  |
| --- | --- |
| Name and quantity of a leasable object | Remarks concerning the condition of a leasable object upon its transfer |
|  |  |
|  |  |
|  |  |
|  |  |

Signatures of the parties:

Lessor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Lessee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SURETY CONTRACT NO. ...**

Tallinn, . .

**Creditor:**

**Alex-show OÜ**

Registry code: 14275344

Address: Tulika st. 19, Tallinn, Harju County, 10613

**Main Debtor:**

**Provider of Surety:**

1. **Object of the contract**
   1. The parties are entering into the present surety contract (hereinafter referred to as the **Contract**), according to which the Provider of Surety undertakes to provide surety to the Creditor jointly and severally with the Main Debtor in terms of the obligation of the Main Debtor, which arises from debt relationship described below (hereinafter referred to as **Ensured Obligation**). The Ensured Obligation within the meaning of the Contract:  the rental contract No. ...................... entered into between the Debtor and the Creditor ..........., if the term of the fulfilment of contractual obligations has arrived, and the Main Debtor has not settled them.
   2. The maximum amount of pecuniary liability of the Provider of Surety is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ EUR.
   3. In the event of making changes in the terms and conditions of the rental contract the Provider of Surety is held liable for fulfilling the obligations arising from such changes within the limits of the maximum amount of pecuniary liability specified in clause 1.2 of the Contract.
   4. The Contract shall come into effect at the moment of its conclusion and shall be valid until complete fulfilment of the obligations of the Main Debtor and/or the Provider of Surety under the rental contract.
2. **Rights and obligations of the Provider of Surety**
   1. The Provider of Surety undertakes:
      1. to fulfil pecuniary obligations that have not been fulfilled by the Main Debtor in favour of the Creditor within 14 days after receiving a relevant notification from the Creditor;
      2. to immediately inform the Creditor after making changes in the data included in the Contract about the new data in writing.
   2. The Provider of Surety has the right:
      1. to file objections against the Creditor´s claims, which could be filed by the Main Debtor;
      2. to refuse from fulfilling the Ensured Obligation before the arrival of the term of its fulfilment, even if the term of fulfilment is regarded as having arrived within bankruptcy proceedings.
3. **Rights and obligations of the Creditor**
   1. The Creditor undertakes:
      1. to provide the Provider of Surety at his request with the information about the fulfilment of the obligation on the part of the Main Debtor;
      2. to hand over to the Provider of Surety, after the Provider of Surety has fulfilled the obligations specified in clause 1.1, all of the documents that confirm the claim against the Main Debtor.
   2. If the Main Debtor has not fulfilled his obligations arising from the rental contract appropriately and in due time, the Creditor has the right to claim for the performance of the rental contract either from the Main Debtor or from the Provider of Surety or from both at his own discretion.
4. **Final provisions**
   1. Changes can be made in the Contract at the written agreement of the Parties.
   2. The Parties confirm that they have all of the powers, approvals, and consents arising from legal acts, required for the conclusion of the Contract and the fulfilment of the obligations arising from it.
   3. As for the issues that are not governed by the Contract partially or in full, the Parties shall proceed from legal acts that are valid in the Republic of Estonia, mainly from the provisions of the Law of Obligations Act.
   4. Disagreements and disputes arising from the fulfilment, interpretation, changes in or termination of the Contract shall be resolved by means of negotiations. If it is not possible to reach an agreement, they should be resolved in Harju County Court in accordance with the procedure established in the legislation of the Republic of Estonia.
   5. The Contract has been drawn up in two copies, and each of the Parties shall get one copy of the Contract.

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| Creditor:  Alex-show OÜ  Legal representative member of the Board  Aleksei Chuzhov  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Provider of Surety:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |