

## AGREEMENT №

### lease of dwelling apartment

«\_\_» \_\_\_\_\_ 2009 \_\_\_\_\_

\_\_\_\_\_, further named LESSOR from one side, and

\_\_\_\_\_, further named LEASEHOLDER, from the other side, together named as «Sides», and on a separateness - «Side», concluded this Agreement on the following:

#### 1. SUBJECT OF AGREEMENT

1.1 A LESSOR passes in the use of LEASEHOLDER with the purpose of temporary residence for a term of \_\_\_\_\_ dwelling apartment with general area \_\_\_\_\_ sq.m., consisting of 1 room, kitchen, bathroom and corridor, located by the address: Ukraine \_\_\_\_\_, ap. \_\_\_\_, \_\_\_\_, \_\_\_\_\_ str. (further is Apartment), belonging LESSOR by the right of \_\_\_\_\_, and LEASEHOLDER is obligated to pay the set rent.

1.2. A LESSOR also passes in a lease property, being in the indicated apartment in accordance with Appendix № 1, which is inalienable part of this Agreement.

#### 2. RIGHTS AND DUTIES OF LESSOR

2.1. LESSOR has right:

2.1.1. Periodically visiting apartments (visit time is established under the preliminary arrangement of the Parties), but no more than once a month and also to be in a premise without coordination with LEASEHOLDER for elimination of the failures which have arisen in the absence of the LEASEHOLDER, in order to avoid drawing of a damage to the above-stated apartment and the premises, located in the neighbourhood.

2.1.2. To dissolve the agreement, having conducted all the conditions specified in item 5.2 of Agreement.

2.1.3. To require on time and full volume of the payment specified in item 4.1 of Agreement.

2.1.4. To require vacation of apartment after the termination of period of validity of this Agreement.

2.1.5. To require an appropriate performance of conditions of this Agreement.

2.1.6. To sell this apartment to a LEASEHOLDER.

2.2. LESSOR must:

2.2.1. To put at the LEASEHOLDER's disposal the mentioned above apartment, which is suitable for living and not burdened by the rights of the third parties to it, not later than 3 days from the moment of signing the Agreement.

2.2.2. To put at the LEASEHOLDER's disposal the property specified in the Appendix №1 to this Agreement, being in the specified apartment, in a condition corresponding to its appointment and Agreement provisions.

2.2.3. On his own account to deal with breakdowns in the rented apartment and property, which put obstacles in the way of using them, even if during the Agreement conclusion LESSOR did not know about them.

2.2.4. Do not exchange, sell and not to make any other actions leading to the change of the apartment's owner during the period of validity of the Agreement.



2.2.5. To submit the employment of the apartments, which are specified in the item 1 of this Agreement to the approval of a person or persons, who has right on using this apartment, and to ensure their written agreement on leasing and to provide it to the LESSOR.

### 3. RIGHTS AND DUTIES OF LEASEHOLDER

3.1. LEASEHOLDER has right:

3.1.1. To live in the apartment during the Проживать в квартире в течение всего срока действия Договора.

3.1.2. Under the consent of the LESSOR to make re-equipment of the apartment.

3.1.3. A LEASEHOLDER, properly discharging duties by Agreement, has a right to realize a prerogative right to renewing of this Agreement and on acquisition in ownership of the rented apartment.

3.2. LEASEHOLDER must:

3.2.1. To use apartment, supporting in good conditions engineering and other equipment, including furniture, providing their safety.

3.2.2. To bring a rent for the given premises in terms specified in item 4.2.

3.3.3. To pay on time telephone bills, Internet services (if existed), a cable television (if existed) and the electric power according to counter indications.

3.4.4. 3.4.4. The separate improvements of the rent property made by the LEASEHOLDER are his property. In case when the LEASEHOLDER has made inseparable improvements at his own expenses and the preliminary consent of the LESSOR, without harm for apartment he has the right to have a compensation if there any other defined by the agreement of the Sides. Cost of inseparable improvements made by the LEASEHOLDER without the consent of the LESSOR is not a subject for compensation.

3.5.5. The LEASEHOLDER is obliged to compensate in full volume for material damage to the property or apartment, and also premises located in the neighbourhood on the fault or negligence, either fault or negligence of persons living with him, or visitors.

3.6.6. The LEASEHOLDER has no right to hand over the given premise in subrent if it is not mentioned in a special agreement with the LESSOR.

3.7.7. After a termination of the Agreement validity to hand over the rented premises to a LESSOR, making a complete calculation and to vacate it not later than \_\_\_\_\_ days from the moment of the Agreement termination.

### 4. TERMS OF PAYMENT

4.1. LEASEHOLDER makes a rent payment in amount of \_\_\_\_\_ US dollars in grivna equivalent.

4.2. LEASEHOLDER makes a rent payment from the 25<sup>th</sup> till the 31<sup>st</sup> date of each month as an advance payment for the next month in amount of a month payment.

4.3. LESSOR has no right to change the amount of the rent payment during the terms of Agreement without consent of the LEASEHOLDER.

4.4. Payment of utilities is made at the expense of the LESSOR, except services which are described in item 3.3.3 of the given Agreement.

4.5. 4.5. One of the Sides on the basis of receipts (accounts etc.) pays cost of utilities, telephone calls, TV, Internet and the rent for the preliminary agreement and gives to other Side the proof of payment.

## 5. THE ORDER OF VALIDITY, CHANGING AND DISSOLVING OF AGREEMENT

The contract comes into effect from the moment of signing, the Contract is made in Russian and signed in 2 original copies having an identical validity, - on one for each of the Parties.

5.3. If one month before to a date closed of action of the given Contract any of the Parties does not notify another on its termination, it is automatically prolonged for the same term and on the same conditions.

5.1. This Agreement is actual from the moment of signing. Period of validity of the contract is from "\_\_\_" \_\_\_\_ " 2009 to" "\_\_\_\_\_" 2009. The Agreement is made in *Russian* and signed in 2 original copies having an identical validity, - one for each of the Sides.

5.2. Each of the Sides has a right to terminate the Contract ahead of the schedule, having notified on it the other Side two months before the supposed date of cancellation.

5.3. If any of the Sides do not notify another Side about the termination of an Agreement for one month before a date of termination of this Agreement, the Agreement is prolonging on the same term and on the same conditions.

## 6. RESPONSIBILITIES OF THE SIDES

6.1. In case of violation of item 1 by the LESSOR or in case of refuse to hand over the apartment after signing an AGREEMENT, the LESSOR pays to a LEASEHOLDER the rent payment (received from LEASEHOLDER) in the full volume and a fine in the amount of: 1 month payment.

6.2. In case of prescheduled dissolving of Agreement at the initiative of the LESSOR without keeping conditions, specified in item 5.2. by a LEASEHOLDER, the first pays the received rent in the full volume except for the sum for actual rent of apartment and the penalty in size of: 1 monthly payment.

6.3. In case of violation by the LESSOR of item 2.2.4 the LESSOR pays to the LEASEHOLDER the rent received by him in full volume except for the sum for actual rent of apartment and the penalty at a rate of 1 monthly payment.

6.4. The LEASEHOLDER, not keeping the conditions of this Agreement from his side or in case of prescheduled termination of the Agreement without observances specified in item 5.2. of the Agreement, pays to the LESSOR the penalty at a rate of 1 monthly payment. In this case the sum received by the LESSOR as a rent, comes back to the LEASEHOLDER in full volume except for the sum calculated for the actual rent of apartment.

6.5. In case of not paying rent on time the LEASEHOLDER pays to the LESSOR a fine at a rate of double discount rate NBU from the amount of debt per each day of such delay.

## 7. OTHER CONDITIONS

7.1. There is a telephone in the rented premise № \_\_\_\_\_.

7.2. The questions, not mentioned in this Agreement, are being solved in accordance with the current legislation of Ukraine.

7.3 Together with LEASEHOLDER in this premise will live: \_\_\_\_\_.

7.4. On concluding this Agreement there is any right for a LEASEHOLDER for this apartment, except for using it during the term of Agreement.

**7. ESSENTIAL ELEMENTS AND SIGNATURES OF THE SIDES**

**LESSOR**

Passport \_\_\_\_\_

№ \_\_\_\_\_

Issued: \_\_\_\_\_

\_\_\_\_\_

Registration: \_\_\_\_\_

\_\_\_\_\_

tel. \_\_\_\_\_

**LEASEHOLDER**

Passport \_\_\_\_\_

№ \_\_\_\_\_

Issued: \_\_\_\_\_

\_\_\_\_\_

Registration: \_\_\_\_\_

\_\_\_\_\_

tel. \_\_\_\_\_

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(Name)

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(signature)

\_\_\_\_\_  
(Name)





