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**RENTAL OBJECT (CONTAINER) CONTRACT number $ { period: Agreement \_ident }**

|  |  |
| --- | --- |
| **Russia, Moscow** | **$ { period: date \_created }**  |

**${Org:name\_full}**, hereinafter referred to as the "**Lessor**", represented by ${org:ceo\_full\_rpad}, acting on the basis of a Certificate, on the one hand, and ${client: company}, **${client:basis}** hereinafter referred to as the "Lessee", on the other hand, collectively referred to as the "Parties" and separately as the "Party", have entered into this agreement (hereinafter referred to as the Contract) as follows:

1. THE SUBJECT OF THE AGREEMENT

1.1. The Lessor undertakes to provide the Lessee for temporary use Object No. $ { boxes: number } (Container), located at the address: $ { building : address }, with a total area of ​​$ { boxes: area } sq . m. The specified Object (Container) is transferred to the Lessee for the following activities: *warehouse*

1.2. The Leased Object (Container) is the property of the Lessor. The Lessor confirms that on the date of entry into force of the Contract, there were no grounds or obligations that could serve as a reason for terminating the Contract or entail additional costs for the Lessee. The Lessor also confirms that he has the right to conclude the Agreement without any additional permits from the governing bodies.

1.3. The Lessor guarantees that at the time of the conclusion of the Contract, the property is not in dispute or under arrest, is not a subject of pledge and is not encumbered with other rights of third parties.

2. TERM OF THE CONTRACT

2.1. The Contract is concluded for a period from $ {period: start} to $ {period: end} and comes into force either from the date of its signing and the signing of the Act of acceptance and transfer to the Contract by the Parties, or the Contract is considered concluded after the first payment from The Lessee in favor of the Lessor, regardless of the content of the text in the bank Payment order in the Purpose of payment column. The first payment is considered as a voluntary will of the Lessee to conclude this lease agreement with the Lessor.

2.2. The minimum rental period under the agreement is $ { tariff : min \_ term \_ string }.

2.3 . Upon the expiration of the Contract, the Lessee, who has properly performed his duties, has the preemptive right to conclude the Contract for a new term.

3. RIGHTS AND OBLIGATIONS OF THE PARTIES

**3.1. The lessor is obliged:**

3.1.1. Prepare the Object (Container) for transfer, including drawing up an acceptance certificate, which is an integral part of the Contract.

3.1.2. Transfer the Object (Container) to the Lessee, along with all accessories and documentation under the act, no later than 5 days from the date of signing the Contract and the Act of acceptance and transfer to the Contract.

3.1.3. If necessary, provide the Lessee with assistance, consulting and information assistance.

**3.2. The lessor has the right:**

3.2.1. Introduce the necessary changes and clarifications to this Contract in the event of changes in the current legislation and regulations.

3.2.2. Check the conditions and procedure for the use by the Lessee of the leased Object (Container).

3.2.3. The Lessor is not responsible for the safety of inventory items located in the rented Object (Container).

**3.3. The lessee is obliged:**

3.3.1. Before signing the acceptance certificate, inspect the Object (Container) and check its condition.

        3.3.2. Timely and in full pay to the Lessor the rental payment established by the Agreement and subsequent amendments and additions to it in the amount, time and in the manner provided for by the Contract.

       3.3.3. Maintain the Object (Container) and the adjacent territory in proper sanitary condition in accordance with the requirements of the sanitary and epidemiological service, ensure electrical and fire safety, safety of engineering networks, communications and equipment of property.

       3.3.4. Not to produce, without the written permission of the Lessor, gaskets of hidden and open wiring and communications, redevelopment and conversion. If the Lessor discovers unauthorized reconstructions, violation of the integrity of walls, partitions and ceilings, alterations and laying of networks that distort the original appearance of the Object (Container), these must be liquidated by the Lessor, and the Object (Container) is brought back to its original form at his expense within a period determined by unilateral order of the Lessor.

       3.3.5. Immediately notify the Lessor of any damage, accident or other event that caused (or threatens to cause ) damage to the Object ( Container) , and promptly take all possible measures to prevent the threat, against further destruction or damage to the Object.

       3.3.6. Restore the Object ( Container) on its own and at its own expense or compensate for damage caused to the Lessor or third parties, in accordance with the procedure established by law, if, as a result of the Lessee's actions (violation of the rules and regulations for the operation of warehouse premises) , the Object (Container) was brought into an emergency state.

       3.3.7. Not to conclude agreements and not enter into transactions, the consequence of which is or may be any encumbrance of the property rights granted to the Lessee under the agreement, in particular, their transfer to another person (pledge agreements, sublease agreements, making the right to rent property or part of it in the authorized capital enterprises, etc.) without the written permission of the Lessor. The conclusion by the Lessee of such agreements or the performance of such transactions by him without specifying permission is the basis for the termination of the agreement unilaterally by the Lessor.

       3.3.8. Provide the Lessor's representatives with unimpeded access to the Object in (Container) for inspection and verification.

      3.3.9 . In case of early termination of the Contract, notify the Lessor in writing about this no later than 30 days in advance about the forthcoming release of the leased Object (Container), taking into account the conditions of the selected tariff.

**3.4. The lessee has the right:**

      3.4.1.  Use the leased Object on the terms of this Agreement.

      3.4.2. Conclude an agreement for organizing the security of the leased Object (Container).

4. IMPROVEMENT OF RENTAL PROPERTY

4. 1 . The Lessee has the right, with the consent of the Lessor, to make inseparable improvements to the Object (Container). After the termination of the Contract, the cost of inseparable improvements will not be refunded to the Lessee.

5. SIZE, TERMS AND PROCEDURE FOR PAYING THE RENT

5.1. For the use of the leased Object (Container), the Lessee pays monthly rent to the Lessor, which consists of the Basic part of the rent and Technical support payment (variable part of the rent) of the leased Object (Container).

**5. 2 .****The Basic part of the rental payment for the leased Container is set at $ { tariff : rate\_price } ($ { tariff : rate\_price\_spell }) rubles $ { tariff : base \_ rate \_ string } at the tariff $ { tariff : label }.**The basic part of the rent is subject to adjustment by agreement of the parties, in accordance with the tariff scale (Table 1) , which is part of the Act of acceptance and transfer to the Contract.

The periodicity of the lease payments sets the period for which an advance payment is made in the amount of the Minimum Single Payment Amount. The Lessee has no right to claim the return of the Minimum Single Payment for the prepaid period in whole or in parts.

**5. 3. The rent is paid by the Lessee in advance within 5 (five) calendar days before the expiration of the current paid minimum lease term, by transferring funds to the Bank account of the Lessor.**

5.4 Commission when paying online is charged for using the services of the site [https://skladikoff.ru/](https://translate.google.com/translate?hl=ru&prev=_t&sl=ru&tl=en&u=https://skladikoff.ru/) and is set in the amount indicated on the payment page.

5. 5. Accrual of rent under the Contract is carried out from the moment the agreement begins.

5. 6. Technical support payment (variable part of the rent) is not included in the Base part of the rent the second board 's and paid by the Lessee according to meter readings and billings on a monthly basis not later than the 10 - th of the current month.

5.6 .1. Invoices for the Technical Support are issued only if the Lessor is technically able to provide the appropriate services to the Lessee, including the ability to connect to the electrical network through the socket installed inside the container.

5.6 .2 The Lessee is obliged to dispose of his own waste on his own and at his own expense. If the Lessee uses the Lessor's installed waste bin with a volume of 0.8 m3, the cost of recycling is 1,500 (one thousand five hundred) rubles for one garbage can removal. In case of littering of the territory, the Lessor reserves the right to impose on the Lessee the cost of removing all garbage and cleaning the leased area, as well as a fine of 5,000 (five thousand) rubles. In the event that the Lessee has used at his own discretion any garbage can of third parties or third-party organizations, this action is equivalent to littering the territory.

5. 7. The rent may be adjusted by the Lessor in the event of changes in demand, supply and market prices in the field of real estate rental, but not more often than once every 11 (eleven) months.

  5. 8. The Lessor must notify the Lessee about the change in the amount of the rent at least 2 (two) months in advance. The change in the rent is formalized by an additional agreement of the Parties.

5. 9. In accordance with Art. 381.1 of the Civil Code of the Russian Federation, in order to secure the Lessee's fulfillment of obligations under this agreement, the Lessee within 5 (five) calendar days from the date of conclusion of this agreement undertakes to transfer the Security Deposit to the Lessor's settlement account.

The amount of the security deposit is equal to the monthly rental value specified in the Agreement.

The security payment may, by agreement of the parties, be considered by the parties as the Rent for the last month of the lease, subject to written notification of the Lessor 30 (thirty) calendar days before the forthcoming release of the leased Object (Container), also by using the Lessor's e-mail.

The lessor reserves the right to write off the security deposit against the resulting debt, provided that the lease payment is delayed by more than 3 (three) calendar days.

5.10. According to Art. 434 of the Civil Code of the Russian Federation, an agreement in writing can be concluded through the exchange of documents by means of postal, telegraph, teletype, telephone, electronic or other communication, allowing to reliably establish that the document comes from a party to the contract.

5.11. The Lessee is obliged to provide the data and details necessary for the conclusion of the contract, at the request of the Lessor.

5.12. A contract is concluded with the receipt of funds under the contract, according to point at 5.1 Lessor's settlement account.

The payment order must contain information about the purpose of the payment, namely:

The address where the leased object is located; Contract number; Container number

Last name, First name, Patronymic of the Lessee; Rental period

5.13. In case of payment of the Base part of the rent or Technical support payment (variable part of the rent) by a third party, the Lessee is obliged to provide a letter from the names and the payer on the offset of funds to the Lessee

5.14. The Lessor offers the issuance of primary closing documents, in accordance with its Accounting Policy, which establishes the creation and sending of Acts of the provision of services in electronic form through electronic means of communication for the reporting period specified in the Invoice for payment.

In the event that the Lessee requires a different execution of the primary closing documents in paper form, or the provision of any other existing documents in paper form, or additional forwarding of the documentation required by the Lessee, the cost of paperwork is 500 (five hundred) rubles per one postage. The price includes postage of Letters (parcels) with an inventory and notification.

  5.15. In the case of sending the primary documentation by the Lessor by mail (subject to the receipt by the Lessee of these documents), provided that the second copy is not returned to the Lessor (with the Lessee's stamp and signature) by mail, a fine of 500 (five hundred) rubles for each unsigned content of the letter (specified in postal inventory of attachments). Upon confirmation of acceptance of the letter, the return period is no more than 30 (thirty) days from the date of receipt of the correspondence.

5.16. In the event that the Lessor is forced to bear postage for communication with the Tenant due to a violation of the terms of payment on the part of the Tenant or other significant violations on the part of the Lesse, the Lessor has the right to charge a fee for paperwork, including postage of a letter (parcel) with an inventory and notification in the amount of 500 (five hundred) rubles for one postal item.

6. RETURN OF THE OBJECT TO THE LESSOR

     6.1. The Lessee is obliged to return the Object (Container) to the Lessor in the condition in which he received it, taking into account normal wear and tear.

     6.2. The Lessee is obliged at his own expense to prepare the Object (Container) for return to the Lessor.

     6.3. In case of untimely return of the Object, the Lessor has the right to demand from the Lessee to pay the rent for the entire period of delay.

7. LIABILITY OF THE PARTIES

7.1. In case of non-fulfillment or improper fulfillment of their obligations under the Contract, the Parties shall be liable in accordance with the supremacy of the current legislation of the Russian Federation, with the application of international law. The Party that has not fulfilled or improperly fulfilled its obligations under the Contract is obliged to compensate the other Party for the losses caused.

      7.2. If **it is impossible to resolve the dispute through negotiations with the Lessee before the expiration of the**delay of more than 3 (three) working days for the payment of the rent provided for in clause 5 of this agreement, the Lessor has the right to terminate the agreement unilaterally and retain the Lessee's property and inventories located in the Object (container), until the Lessee fully fulfills the relevant obligations.

      7.3. The retention is carried out by terminating the Lessee's access to the territory of the Object (container base) and changing the locks on the Object (container), or by placing a seal on the container. For the specified period, the lease term is not interrupted, and the lease payment is subject to transfer to the current account of the Lessor.

      7.4. For late transfer of the rent, the Lessor has the right to demand from the Lessee the payment of a forfeit (penalty) in the amount of 1/30 of a share of the Base part of the rent for each day of delay. In the case of using the "Daily" tariff, the Lessor has the right to demand payment of a forfeit (penalty) in the amount of 1/30 of the Minimum amount of a one-time payment for the period specified in the Tariff scale (table 1)

       7.5 The Lessee is obliged to take out the property belonging to him within 3 (three) days from the date of termination of the contract. All the property left by the Lessee in the premises after the expiration of the period for its removal is considered abandoned by the Lessee and ownerless, if he has not informed the Lessor in advance about his own interest in this property. The Lessor has the right, guided by the norms of the current legislation, to determine the fate of the property abandoned by the Lessee. This property is transferred to the full right of disposal of the Lessor.

        7.6. In the event of a complete termination of the contractual relationship after 3 (three) calendar days after the termination of the contract unilaterally, the Lessor reserves the full right to dispose of the retained property and inventory items located in the Object (container) and issue an invoice to the Lessee for repayment costs associated with the disposal of this property.

      7.7. Subject to rent at the «Daily» Tariff, in the absence of payment within 3 (three) working days, the contract is considered automatically terminated and the Object (Container) is transferred to the Lessor without signing the Act of return transfer and acceptance.

7.8. The collection of penalties and interest does not relieve the Party that violated the Contract from fulfilling obligations in kind.

8. FORCE MAJEURE

      8.1. The Parties are exempt from liability for non-fulfillment or improper fulfillment of obligations under the Contract in the event of force majeure, that is, extraordinary and unavoidable circumstances under the given conditions, which are understood as: civil unrest, epidemics, blockade, embargo, earthquakes, floods, fires or other natural disasters .

      8.2. In the event of these circumstances, the Party is obliged to notify the other Party within 2 days.

      8.3. A document issued by the Chamber of Commerce and Industry, an authorized state body , is sufficient confirmation of the existence and duration of force majeure.

      8.4. If force majeure circumstances continue for more than 30 days, then each party has the right to terminate the Contract unilaterally.

               9. DISPUTE RESOLUTION

   9.1. The parties will strive to resolve all possible disputes and disagreements that may arise under the Contract or in connection with it, through negotiations. In the event that the parties are unable to resolve differences in the negotiation process, disputes are referred to the court at the location of the Lessor.

10. AMENDMENT AND EARLY TERMINATION OF THE AGREEMENT

    10.1. All changes and additions to the Agreement are valid if made in writing and signed by both Parties. The relevant additional agreements of the Parties are an integral part of the Contract.

    10.2. The Contract may be terminated early by agreement of the Parties, or early terminated by the Lessor when the Object (Container) is used by the Lessee for other purposes, in case of violation and non-fulfillment of other conditions of the Agreement, as well as at the request of the Lessor with a written notice to the Lessee no later than 30 days before the occurrence the moment of termination of the Contract.

11. FINAL PROVISIONS

11.1. When changing the name, location, bank details or reorganization, the Parties are obliged to inform each other in writing within two weeks about the changes.

 11.2. During a power outage, water (wastewater), gas, heat supply and communication lines (telephone, Internet) utility and other appropriate agencies and organizations, the Lessor is not responsible for the consequences of disconnection, and does not assume responsibility for damage to property of Lessee due to accident utilities.

11.3. The Contract is made in two copies, one for each of the Parties, having the same legal force. If none of the parties, one month before the expiration of the Contract, does not declare its desire to terminate it, the Contract shall be prolonged for the same period and on the same conditions.

11.4. The Act of acceptance and transfer of property is attached to the Contract.

12. ADDRESSES AND DETAILS OF THE PARTIES

|  |  |
| --- | --- |
| **Lessor** | **Lesse** |
| $ {org: name\_full}Legal address : $ {org: requisites \_address\_legal}Correspondence address: $ {org: requisites \_address\_real}INN $ {org: requisites \_inn}OGRN $ {org: requisites \_ogrn}$ {org: requisites \_bank}P / c $ {org: requisites \_account\_operating}C / c $ {org: requisites \_account\_correspondent}BIC $ {org: requisites \_bik}  | ${client:company}             ${client:requisites} |
|  $ {org: ceo \_short} (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)                                            M . II .                                 |  $ {client: fio \_short} (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)                                                        M . II .                                     |

**ACT**

**acceptance - transfer of the leased "Object**

       Moscow        $ {period: start}

We, the undersigned $ {org: name\_full} and $ {client: fio \_short}, have drafted this Act about the following:

1. Under this Act and in accordance with the terms of the Rental Property Contract # $ {Period: agreement \_ident} from $ {period: date\_created} d. The Lessor handed over and the Lessee accepted for lease Object # $ { boxes: number } (Container) for further use as a *warehouse*in the amount of 1 (one) total area $ { boxes: area } *m*. The container is located at $ {building : address}.

2. The leased Container is suitable for normal operation, the Lessee has no claims to the sanitary and technical condition.

3. This Act is drawn up in two copies of equal legal force, one for each of the Parties.

4. The parties have agreed to apply the “$ { tariff : label }” tariff . The base part of the lease is $ { tariff: rate \_price } rubles $ { tariff: base\_rate\_string }.

Table 1. Tariff scale for payment of the Base part of the rent

|  |  |  |  |
| --- | --- | --- | --- |
| Name of tariffs in the Basic part: | Frequency of lease payments | The minimum amount of a one-time payment, for the period, rubles. | Rent rate calculated for one month / day, rub. |
| Tariff "Daily 7 days " | 7 days | $ {box\_data: tariff\_7 s\_full} | $ {box\_data: tariff\_7s} |
| Tariff "Daily 14 days " | 14 days | $ {box\_data: tariff\_ 14 s\_full} | $ {box\_data: tariff\_14s} |
| Tariff "Daily 30 days " | 30 days | $ {box\_data: tariff\_1s\_full} | $ {box\_data: tariff\_1s} |
| Tariff "Monthly"  | 1 month | $ {box\_data: tariff\_1m\_full} | $ {box\_data: tariff\_1m} |
| Tariff "Rental season" | From-3 months | $ {box\_data: tariff\_3m\_full} | $ {box\_data: tariff\_3m} |
| Tariff "Hot" | From 6 months | $ {box\_data: tariff\_6m\_full} | $ {box\_data: tariff\_6m} |
| Tariff "Maximum" | 11 months | $ {box\_data: tariff\_11m\_full} | $ {box\_data: tariff\_11m} |

|  |  |
| --- | --- |
| **Lessor**$ { org : name \_ full }Legal address : $ { org : requisites \_ address \_ legal- } Address for correspondence : $ { org : requisites \_ address \_ real } INN $ { org : requisites \_ inn } / BIN $ { org : requisites \_ ogrn } $ { org : requisites \_ bank } Р / с $ { org : requisites \_ account \_ operating } С / с $ { org : requisites \_ account \_ correspondent } BIC $ { org : requisites \_ bik } | **Lesse**$ {client:company}             $ {client:requisites}  |
| $ { org: ceo \_short } (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)                                      place for stamp | $ { client: fio \_short } (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)                                       place for stamp |

**Appendix No. 1**

**Obligation to assign responsibility for fire safety and safe operation of electrical installations.**

In accordance with the Rules for the Operation of Electrical Installations and the Fire Safety Rules, assign responsibility for the safe operation of electrical installations located in the leased Object (container).

$ { client: fio\_short } undertakes to comply with and inform employees who have access to the territory of the Object, the requirements to maintain and operate electrical installations at the indicated Object in accordance with the requirements of current rules and other regulatory and technical documents, to comply with the requirements of the Fire Safety Rules established in the location Object and in the Object itself (container).

The Lessee is familiar with the Lessor's requirements for the prohibition of presence in the Container:

1) cylinders of any purpose and volume (gas, oxygen, etc.)

2) fuels and lubricants (fuels and lubricants),

3) pyrotechnics,

4) explosives,

5) flammable substances,

6) narcotic and psychotropic drugs,

7) substances and objects prohibited by the laws of the Russian Federation .

In accordance with the Fire Safety Rules PPR-390 of 04/25/2012 (section 460-462) and the Rules for the Operation of Electrical Installations, as well as regulatory documents on fire safety, and based on the specifics of this facility, assign responsibility for the safe operation of the leased Object (container) on the Lessee.

1. Comply with fire safety requirements, as well as observe and maintain a fire regime at the Object.

2. The territory of the leased Object should be kept clean. Waste (containers, packaging material, boxes, boxes, garbage) should be regularly collected at a specially designated site in a garbage container, under the terms of clause 5.5.2 of the Agreement. Burning waste on the territory of the container site and the surrounding area is prohibited.

3. Do not obstruct entrances and passages with any equipment and objects.

4. During the work of people in containers, do not close the doors of the "Entrance".

5. It is forbidden to smoke in containers and on the territory of the container site (Decree of the Government of the Russian Federation of February 17, 2014 No. 113).

6. Fire fighting systems and primary fire extinguishing equipment are in good working order on the site. Access to fire extinguishing equipment and an evacuation plan must remain free at all times.

7. All faulty devices must be immediately disconnected from the power supply, before bringing them into a fire-safe state.

9. At the end of the use of the container, the tenants must carefully inspect their container room, close it by disconnecting the power supply.

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ $ { client: fio \_short }

                        place for stamp