

THE LEASE AGREEMENT

Moscow

" ____ " _____ 200__

Mr/Mrs
hereinafter called THE LESSOR, on the one part and
Mr/Mrs.
hereinafter called THE LEASEHOLDER, on the other part, have concluded the present agreement as follows:

1. SUBJECT of the AGREEMENT

THE LESSOR leases to LEASEHOLDER for the period of _____
the living accommodation, common area _____ sq.m. consisting from
rooms,
situated: 19 _____, Moscow,
building No. _____, block No. _____, ap No. _____, appertained to the LESSOR
under

_____ ,
and the LEASEHOLDER is obliged to pay the rent in time for the given living accommodation to the LESSOR.

2. RIGHT And RESPONSIBILITY of the LESSOR

- 2.1. To give in use to the LEASEHOLDER the indicated above living accommodation suitable for permanent residence, not later than _____
- 2.2. Not to exchange, to sell and to commit other acts resulting in to a change of ownership of the given living accommodation, in a valid time of the agreement.
- 2.3. Regularly, 1-2 times per month, to check up and to clarify on the urban telephone exchange the size of the indebtedness of the LEASEHOLDER on payment of interurban and international telephone conversations and to present timely the invoices to the LEASEHOLDER.
- 2.4. After an agreement term expiration to accept from the LEASEHOLDER the given living accommodation.
- 2.5. THE LESSOR has the right of periodic inspection of the given accommodation, but not more often than _____ time per month.

3. RIGHT And RESPONSIBILITY of the LEASEHOLDER

- 3.1. To observe the rules of "The Instructions for use of living accommodations, a building and building terrain in Russian Federation".
- 3.2. To use the indicated accommodation, supporting in an appropriate state and not enabling deterioration, damage of engineering and other equipment, including furniture.
- 3.3. To use the given accommodation in according to its assigning, providing its safety and safety of things indicated in Estate Inventory.
- 3.4. To pay the rent in time for the given living accommodation to terms indicated in item 4.3.
- 3.5. To pay timely interurban and international telephone conversations.
- 3.6. To make amends in case of dilapidations, damage of property, to leaseholds or accommodations around on the his fault or negligence, or on fault or negligence of his visitors.
- 3.7. THE LEASEHOLDER incurs responsibility for acts breaking terms of the agreement, of all persons living together with him in the given accommodation or located in with his knowledge and consent.
- 3.8. In case of equipment or property malfunctions detection in an apartment to take immediately all possible measures on their elimination and to notify about them the LESSOR.

- 3.9. In case of detection of consequences of illegal acts of the third party concerning the given living accommodation and its property (theft, robbery, fraud etc.), and also in case of a fire to notify immediately the authority (police, fire brigade etc.) and LESSOR.
- 3.10. THE LEASEHOLDER has no the right to let the given accommodation in the subrental, if it is not stipulated in the special agreement with the LESSOR.
- 3.11. After an agreement term expiration to hand under the certificate the leased accommodation to the LESSOR in the same condition, as has received, except for natural wearing, having made final settlement till items 3.4 and 3.5, and to free not later than 3 days from the moment of the termination of the agreement.
- 3.12. THE LEASEHOLDER has the right to use the given accommodation in the office purposes by a written permission of the LESSOR.
- 3.13. To admit the LESSOR in the given living accommodation in accordance under item 2.6.

4. ORDER of PAYMENT

- 4.1. THE LEASEHOLDER pays to the LESSOR for use a living accommodation the lease payment at a rate of _____ per month.
- 4.2. As advance payment the LEASEHOLDER pays the rent for _____ month(s) at a rate of _____
- 4.3. THE LEASEHOLDER pays the rent in advance for each following month not later than _____ day of current month.
- 4.4. THE LESSOR has no the right to change the rental during term of validity of lease agreement without the consent of the LEASEHOLDER.
- 4.5. All payments indicated in the agreement in US dollars, are recounted in roubles at the rate of Central Bank of Russia on payment day. The payment is made in roubles.
- 4.6. The LESSOR get payment from the LEASEHOLDER (or his representative) and certifies the fact of obtaining of money by his signature of the following table in both copies of the agreement.

Paid (from - to)	Sum	Signature	Paid (from - to)	Sum	Signature
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5. ADDITIONAL SETTLEMENTS

- 5.1. THE LEASEHOLDER pays in addition interurban and international telephone conversations.
- 5.2. The payment of public utilities is on _____
account.
The payment of electric power is on _____
_____ account.
- 5.3. _____.

6. FORCE, CHANGE And DISSOLUTION of the AGREEMENT

- 6.1. The present lease agreement comes into effect at the moment of signing. The agreement acts up to _____ 200 ____.

The agreement is drawn up and is signed in duplicate, one copie is for LESSOR and another copie is for LEASEHOLDER.

- 6.2. The lease agreement can be changed under the consent of parties, made out by the protocol of the additional agreement, which one makes an integral part of the agreement after signing by both parties.
- 6.3. The preterm dissolution of the lease agreement under the initiative of the LESSOR with returning of advance payment minus payment of time of actual hiring is enabled in the following cases:
 - ? Violations by the LEASEHOLDER the items 3.3, 3.4, 3.5, 3.7, 3.10, 3.12 of present lease agreement.
 - ? Systematic violations by the LEASEHOLDER of the service regulations of accommodation and standards of public behavior.THE LESSOR has the right to demand the preterm dissolution of the lease agreement only after a delivery to the LEASEHOLDER of written warning about necessity of fulfilment of his obligation.
- 6.4. In case of dissolution of the lease agreement under the initiative of the LESSOR before an agreement term expiration on the basis, not by foreseen in item 6.3, he (LESSOR) prevents the LEASEHOLDER ten days prior to suspected date of redemption of accommodation, returns advance payment minus payment of time of actual hiring and pays a penalty at a rate of month rental for the given living accommodation.
- 6.5. THE LEASEHOLDER has the right to terminate the present agreement before an expiration date, having anticipated the LESSOR ten days prior to suspected date of redemption of accommodation. In this case the rental should be paid before date of actual redemption of accommodation only.

7. RESPONSIBILITY of the PARTIES

- 7.1. The disputes relative the present lease agreement are resolved by the Parties by mutual negotiations, and in case of not achievement of the agreement in Federal or arbitration court.
- 7.2. The preterm dissolution of the agreement under the initiative of any Party does not dispense the Party of agreement to pay the fines and remedial, foreseen present agreement.
- 7.3. In case of disharmony to an actuality of the confirmations of the LESSOR, set up in item 8.7 and item 8.8, and also violation by him the item 2.2 of the present agreement, he is obliged to pay to the LEASEHOLDER the fine at a rate of 100 % the sum indicated in the item 4.1 and to execute the obligation indicated in item 6.4.
- 7.4. In case of delay of redemption and transfer of a living accommodation more than three days by the LESSOR or LEASEHOLDER to other party of the agreement, and also at violation of the requirements to a technical and sanitarian condition of a living accommodation on the moment of transfer, the Party transmitting is obliged to pay to the receiving Party the fine at a rate of 10 % from the sum indicated in item 4.1 of the present agreement per every day of a delay and compensation for elimination of technical and sanitarian defects.
- 7.5. In case of causing by the LEASEHOLDER to the LESSOR of a material damage for unconscientious fulfilment of the present agreement the LEASEHOLDER is obliged to pay damage before termination of the present agreement in accordance with market prices on the moment of payment.

8. OTHER CONDITIONS

- 8.1. The indicated living accommodation has the telephone No. _____, registered by Telephone Company at the indicated address (separate, with blocking). On the moment of a signing of a lease agreement the consumer payment is paid up to _____ 200 ____.
- 8.2. The problems of insurance of life, property, civil liability and risk of the LEASEHOLDER and members of his family are on charge of LEASEHOLDER and are out of the present agreement.
- 8.3. The Estate Inventory, appended to the present lease agreement, with a list of available damages located in the given accommodation and being the LESSOR property, makes its integral part.
- 8.4. THE LESSOR, if it is necessary, assigns

as responsible for fulfilment of the given agreement.
- 8.5. Together with the LEASEHOLDER in the given accommodation will live:

- 8.6. In case of change of addresses of registration, residing or numbers of telephones, each of the Parties is obliged to inform in writing other Party within 5 days to date from the moment of change.
 - 8.7. THE LESSOR confirms, that all citizens having the right on the given living accommodation, do not object to delivery it on hire basis pursuant to the present lease agreement.
 - 8.8. THE LESSOR confirms, that any circumstances do not preclude with him to rent this apartment.
 - 8.9. Particular clause
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9. ESSENTIAL And SIGNATURES of the PARTIES

THE LESSOR

THE LEASEHOLDER

Passport: serie _____ No.
delivered

Passport: serie _____ No.
delivered

registered

registered

ph. house/work _____

ph. house/work _____

The parties have read this agreement and completely agree with it.

ESTATE INVENTORY

**(List of available damages)
(is given under the agreement of parties)**

- 1. _____

- 2. _____

- 3. _____

- 4. _____

- 5. _____

- 6. _____

- 7. _____

- 8. _____

_____ THE LESSOR
« _____ » 200____ .

THE LEASEHOLDER
200____ .