**The lease agreement**

Batumi ––– ––––––––– Year 2021

Green Side Batumi LLC, ID 445 591 191, on behalf of its director Zaza Khimshiashvili, (P/N 61006016482), referred to as the „**lessee**“, and - on the one hand and \_\_\_\_\_\_\_\_\_\_\_\_ (P/N\_\_\_\_\_\_\_\_\_\_\_\_) also referred to as „The lessor“ on the other hand, conclude this agreement as follows:

1. **Subject of the Agreement**
	1. The subject of the agreement is the residential area in the complex, located at Khelvachauri district, village Akhalisopeli and all of the movable property in it (hereinafter referred to as „**apartment**") to the „lessee" for the purpose of renting it.
	2. **The characteristics of the „apartment” are:**
* **Total area \_\_\_\_\_\_\_\_\_ sq.m. (Total area includes the space of partitions, balconies and columns if they exist);**
* **Residental area №\_\_\_\_;**
* **Land cadastral code: № 22.29.05.297.**

On receiving and handing over leased property the parties sign an act of acceptance and delivery, where the furniture, equipment, accessories, condition of the repair in the "apartment" are described in detail. act of acceptance and delivery is formed as soon as the complex is put into operation or at the request of the lessee.

* 1. This agreement will be submitted to the Public Registry on the basis of which the right of use/lease of the "lessee" is registered on the "apartment".
	2. The "lessee" is obliged to create the appropriate services and infrastructure necessary for the rental of the "apartment".
	3. "Owner" of the "apartment" can alienate the "apartment" he owns at any time without the agreement of the "**lesseer**". In such a case, the new owner automatically takes the place of the "lessor" and is subject to all the rights and obligations set forth in this agreement..
1. **Rent price and the procedure for its payment**

2.1. The "lessee" pays the "lessor" a rent, the amount of which is determined and depends on the following factual circumstances:

A) If the repair work on the real estate has been carried out by the lessee – Green Side Batumi LLC, as referred to in paragraph 1.2., the lessee shall annually reimburse the lessor 8% of the total amount of the value of the real estate, as referred to in paragraph 1.2., and the cost of the repair works, which includes all taxes provided for by the legislation of Georgia.

B) If the repair work on the real estate has not been carried out by the lessee – Green Side Batumi LLC, as referred to in paragraph 1.2. (I/C 445 591 191), the lessee shall annually reimburse the lessor 8% of the total amount of the value of the real estate, as referred to in paragraph 1.2., which includes all taxes provided for by the legislation of Georgia.

2.1. For the transfer of the object of lease owned by the Lessor to the Lessee with the right of use, the Lessee shall pay to the Lessor a rent amounting to 91% (ninety-one) of the income received from the use of the object of lease, less the expenses incurred for the intended use (renting out), as well as VAT and other expenses necessary to use the object of the lease for its intended purpose. The said amount will be calculated from the price received from any renting of the rental object. On the basis of a written request from the Lessor, the Lessee shall be obliged to issue a statement of the income received from the rental (the income payable to the Lessor is 91%, which includes: income tax, utilities, internet and television fees, and the cost of cleaning the object of the rental).

2.1. For the transfer of the object of lease owned by the Lessor to the Lessee with the right of use, the Lessee shall pay to the Lessor a rent amounting to (60%) of the income received from the use of the object of lease. The said amount shall be calculated from the price received from any rental of the object. Based on a written request from the Lessor, the Lessee shall issue a statement of the income received from the rental (the income of the Lessee is 40%, which includes: income tax, utilities, internet and television fees, and the cost of cleaning the rental item).

2.2. The rent is paid at the end of each year of contract period, by non-cash transfer to the bank account of the "lessor".

2.3. The obligation to pay the rent arises from the date of transfer of the leased property to the lessee (drawing up the relevant acceptance-delivery act).

1. **Terms of use of the leased item**
	1. Use of "rental object" - apartment, means:
		1. The right of the "lessee" to use the "apartment" (subject of the lease) for rent, to provide these services to the interested persons and to receive income. For this purpose, the "lessee" is entitled to determine the fee and term of the transfer of the "apartment" (subject of the lease), which does not require the prior or subsequent consent of the "tenant";
		2. The subject of the lease - the full maintenance, protection, cleaning of the "apartment" and the request of the lessee to compensate the relevant damage due to damage of its furniture from other persons is made by the "lessee". The decision on the above does not require the prior or subsequent consent of the "tenant";
		3. The "lessee" is obliged to pay all utility bills arising from the rental of the "apartment".
		4. The "lessee" is authorized to invite the relevant operator of the management of the "apartment" and to transfer to him the issues of organizing and managing the rental of the "apartment".The consent of the "lessor" is not required.
2. **Use of third parties in the subject of lease**
	1. When using a leased property or renting an "apartment", the "lessee" acts in his own name in relation to third parties and is responsible for himself.
	2. The "lessee" has the right to dispute actions related to the subject of the lease and arising from the subject of the lease. For this purpose, the "Lessee" has the right to make claims against the "tenant", as well as third parties, to request the prevention of obstruction, to file a lawsuit, to be a plaintiff or a defendant, and to use all other rights; Which is related to or derived from and / or serves the use of the leased item.
	3. The "lessee" is responsible to the "lessor" for the proper operation of the "apartment", damage to furniture and accessories and full proper maintenance.
3. **Terms of use of the lease subject (apartment) by the parties**
	1. The "lessor" has the right to request the permanent or temporary suspension of the use of the apartment owned by him "temporarily", which may be done in writing to the "lessee" by sending a notice to the factual and/or e-mail address specified in this agreement.
	2. The request of the "lessor" for the permanent or temporary suspension of the use by the "lessee" of the apartment owned by him in accordance with this agreement will not be satisfied, if at the time of submission :

A) the "apartment" has already been transferred for use in accordance with this agreement;

B) "Apartment" is reserved for use in accordance with this agreement;

* 1. In the case provided in this Agreement under par 5.2, the request of the "lessor" will be satisfied on the second day of the completion of the apartment usage accordingly with subsections “a” and/or “b” of par 5.2.
	2. If the "lessor" requests a temporary suspension of the use of the apartment in accordance with this agreement, after the expiration of the time (event) specified in the request, the "lessee" is entitled to use the apartment in accordance with this agreement, which does not require the consent of the "lessor".
	3. If the "lessee" requests to suspend the use of the "apartment" in accordance with this agreement on a permanent basis, this agreement is terminated.
1. **Term of the contract**
	1. Under this agreement, the right to use the subject of the lease is issued for a period of 6 (six) year. The term of the lease is calculated from the date of signing of the agreement by the parties.

6.2. A contract under the same terms shall be deemed to be extended for the same period unless 30 days before the expiration of this contract neither party has announced the termination of the contract (including during the extension.

1. **Notification rules**
	1. The addresses and data of the parties, including the e-mail addresses to which written notifications must be sent to each other for the purpose of the contract, are recorded in this contract.
	2. The notice is deemed delivered if it is hand delivered, mailed, and/or electronically transmitted for the purposes of this agreement and all other purposes:
	3. The parties agree that under this agreement the parties will use the following emails:

 The Lessor e-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 The Lessee e-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email notifications are an official document in electronic form. Documents reflecting the electronic correspondence between the parties, the documents sent / received by the named e-mails are an integral and component part of this agreement and are valid with them.

* 1. Messages received on a day off or after 17.00 on a business day will be considered as received on the following business day.
	2. In the event of a change in the address (s) known to the Parties under this Agreement, the Party which changed the address shall immediately notify the other Party of the change of the data and the changed addresses. Otherwise, the notice sent to the parties at the address known by this agreement will be considered delivered.
1. **Honorable circumstances of non-performance of the contract**
	1. The parties shall be released from liability for non-performance or improper and / or delayed performance of the obligations under this Agreement, if the delay in the performance of the contract or the non-performance of the obligations is caused by circumstances of force majeure.
	2. For the purposes of this paragraph, "circumstance of force majeure" means circumstances independent of the will and control of the parties, which are not related to the errors and negligence of the parties, and which cannot be avoided despite reasonable efforts by the parties, which belong to but are not limited to:
* War, subversive actions, military action, requisition, blockade, mobilization, actions of enemies or terrorists of the society, embargo;
* Rebellion, revolution, civil unrest, insurrection, military or illegal action, or civil war;
* Rebellion or sabotage;
* Fires or prolonged rains;
* Pandemic or epidemic;
* Closing the state borders of Georgia;
* Ordinances of state or municipal institutions, which do not result from the action or error of a party to the contract, delays by state or local government, delays due to any other competent institution, Including decisions banning tourism activities;
* Legislative provisions, lawsuits and contradictions arising from judicial acts.
	1. Due to the circumstances of force majeure, the parties are released from liability only for the time and extent necessary to resolve the problems caused by the situation of force majeure. In case of a force majeure, a Party who is affected by such a circumstance, must promptly notify the other party (at the address referred to in paragraph 18 of this Agreement) about the circumstances And provide him / her with a document issued by the relevant service confirming such (force majeure) circumstances and the estimated period of its extension And both sides must take all measures to reduce the amount of damage to the other party caused by the force majeure.
	2. In order to avoid misunderstandings, it has been stated and agreed between the parties that the time limit for the fulfillment of any of the obligations assumed by the parties under this agreement, which is caused by the prior agreement In the circumstances referred to in paragraph 8.2 of the Articles, represents the parties to fulfill the obligation under the previous agreement within the period stipulated by this agreement.
1. **Securing requirements**
	1. The parties to the contract are liable in accordance with the legislation of Georgia for non-fulfillment of their duties.
	2. The parties are obliged to fully and duly fulfill their obligations, and for their non-fulfillment they will be fined as follows:
		1. In case of violation of the payment term provided for in this agreement, the lessor shall pay 0.07% of the amount payable to the lessor for each overdue day.
		2. For non-fulfillment of obligations by the lessor, he bears a penalty in the amount of 0.07% of the contract value.
		3. In case of breach of obligations by the lessor, he bears a one-time fine of 2000 (two thousand) USD.
	3. Payment of the fine does not release the infringing party from full and proper performance of the obligation;
	4. A request for the imposition of a fine and / or payment of a fine under this Agreement is the authority of the parties and not an obligation.
2. **Termination of the contract:**
	1. This agreement is terminated due to expiration of the term;
	2. This Agreement may be terminated prematurely by mutual written agreement of the parties;
	3. The contract may be terminated before the deadline in the case and in the manner prescribed by the legislation of Georgia.;
	4. In case of termination of this agreement, the "lessor" will be returned the leased property in accordance with the rules established by this agreement. In case of termination of the contract, the parties are obliged to fulfill the obligations existing at the time of termination of the contract;
	5. Upon early termination of the contract, the lessee is not obliged to provide a solvent and acceptable lessee to find and offer to the lessor.
3. **Rules for transfer and return of leased property**
	1. The transfer of the leased property to the "lessee", both in case of expiration of the term established by the agreement, and / or in case of termination of the agreement, the lease property is returned to the "lessee" on the basis of the lease acceptance act;;
4. **Settlement of disputes**
	1. In case of disagreement between the parties, the dispute shall be considered according to the location of the real estate of the court.
	2. Any dispute under the contract will be resolved by mutual agreement. If such an agreement is not reached, the dispute is settled by the court. Any dispute arising out of this Agreement shall be immediately enforceable by a court of first instance in accordance with Article 268, Paragraph 11 of the Civil Procedure Code of Georgia during the court hearing.
5. **Adding changes to the Agreement**
	1. ­Unless otherwise specified in this Agreement, any changes and / or additions to this Agreement may be made by the Parties on the basis of a bilateral, written agreement. This change and / or amendment shall take effect upon signature and, if appropriate, proper confirmation. And if an amendment to the agreement requires registration in the public register, the amendment or change is valid from the moment of its registration with the relevant body.
6. **Other terms of the agreement**
	1. The rights and obligations of the Parties under this Agreement shall apply in full to the successors, legal successors of the Parties, including people who will acquire (or otherwise use) the subject matter of the Lease.
	2. The lessor is obliged to inform the purchaser or the lessee about the existence of the present lease agreement;
	3. This agreement is interpreted and regulated by the legislation of Georgia;
	4. Other issues related to the agreement, which are not regulated by this agreement, shall be regulated by the legislation of Georgia.
	5. The signature of the parties to this agreement means their agreement to the terms of the agreement.
	6. The agreement is valid from the moment of signing by the parties and is valid until the fulfillment of the obligations by the parties.
	7. The agreement is drawn up in Georgian and English languages, in 3 copies, each of which has equal legal power. One copy of the contract is kept with the parties, and copy is submitted to the public registry for proper registration.
7. **Signatures and requisites of the parties**

**„The lessor”**

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

P/N \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Legal Adress \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Actual Adress \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tel: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ /\_\_\_\_\_\_\_\_\_\_\_\_/**

**„lessee”**

“Green Side Batumi” LLC ID 445 591 191

Adress: Batumi, Loria str. N3, Apt. 30

Bank code (SWIFT) **TBCBGE22**

(**GEL): GE84TB7786236080100012**

**(USD): GE55TB7786236150100002**

TBC Bank

TEL: +995-593-12-47-47

E-Mail: **GreenSide6010@gmail.com**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ /Z. Khimshiashvili/**