

## **GENERAL TERMS AND CONDITIONS OF THE LEASE CONTRACT OF TONDIRABA SPORTS CENTRE**

These General Terms and Conditions of the lease contract are applied together with the Special Terms and Conditions (hereinafter jointly referred to as the Contract) signed between the Lessee and Tondiraba Sports Centre, taking into consideration that Tondiraba Sports Centre leases premises for the organisation of various events, which has been described in more detail in the Special Terms and Conditions (intended purpose).

### **Definitions:**

- 1.) Fire detection and fire alarm system – fire detection and fire alarm system of Tondiraba Sports Centre.
- 2.) Preparations – assembly or disassembly of equipment required for the Event.
- 3.) Price list – price list of complementary services available on the website.
- 4.) Website – website of Tondiraba Sports Centre: <http://www.tondirabaicehall.ee/>.
- 5.) Complementary Service – services noted in the Price List, e.g. adapting the rooms to the requests of the Lessee (removal of dasher boards, etc.), enabling the use of the equipment of the Tondiraba Sports Centre, renting sales counters and floor area in the lobby, etc.
- 6.) Package – premises chosen by the Lessee for leasing. Packages are available on the website and have been prepared pursuant to the size of the leased premises (the entire arena or half of it). The amount of rent depends on the price of the package.
- 7.) Plan – floor plan of the premises available on the website of Tondiraba Sports Centre.
- 8.) Instrument of delivery and receipt of premises – an instrument to be signed by the Parties upon the delivery of the possession of the Lease Object, access cards, keys, etc. by a Party.
- 9.) Order form – an order form filled in and sent by the Lessee after paying the Reservation Fee to Tondiraba Sports Centre, which the latter sends to the ticket operator, after which the Lessee can start selling tickets.
- 10.) Event – an event defined in the Special Terms and Conditions, for the organisation of which the Lessee signs the Contract.
- 11.) Lease Object – premises of Tondiraba Sports Centre given into the use of the Lessee pursuant to the chosen package, specified in the Special Terms and Conditions.
- 12.) Start and end of the lease period – the date and time defined in the Special Terms and Conditions when a Party transfers the possession of the Lease Object to the other Party.
- 13.) Lease Period – total timeframe between the start and end of the Lease Period.

### **1. LEASE OBJECT**

- 1.1 The Lessee has the right to use the Lease Object of Tondiraba Sports Centre during the period of time designated in the Special Terms and Conditions pursuant to the intended purpose specified in the Special Terms and Conditions for organising the Event.
- 1.2 By signing the Contract, the Lessee confirms that they have examined the condition of the Lease Object and are aware of the circumstances necessary for organising the Event. Tondiraba Sports Centre is not responsible for the suitability of the Lease Object for organising the Event.
- 1.3 The Lessee shall use the Lease Object prudently and make every possible effort to prevent causing damage to Tondiraba Sports Centre during the performance of the Contract, incl. during the Event.
- 1.4 The locations of the premises serving as the Lease Object have been marked on the plans available on the website.
- 1.5 The Lessee may not sublease the Lease Object.
- 1.6 Based on the type of Event specified in the Special Terms and Conditions and organised by the Lessee, Tondiraba Sports Centre gives into the use of the Lessee either the arena that is covered with ice or covers the ice with thermoboards and black rubber coating, the edges of which have been taped. The temperature of the main arena marked on the plan if the ice is not covered is 18 °C (temperature is measured on the ice, at the height of 1.7 m).
- 1.7 In addition to the Lease Object, the Lessee may use the following premises marked on the plans:
  - (i) Two (2) auxiliary rooms on floor 0;
  - (ii) Entrance A to the main arena, marked on the plan. Tondiraba Sports Centre provides an additional entrance for a fee set out in the price list.
  - (iii) the cloakroom area (counters no. 1015, 1016, 1017, 1018 on the plan) with coat pegs (no cloakroom numbers). The Lessee shall organise the provision of cloakroom services themselves. If the Lessee wishes to use to counters of the cloakroom area (no. 1015, 1016, 1017, 1018) for sales activities, they must obtain the approval of the Tondiraba Sports Centre and the price of sales counters will apply pursuant to the Price List.

- (iv) The Lessee and participants in the Event may stay in the common areas of the lobby of the main arena and use the accessible toilet and seats for people with special needs in the grandstand.
- (v) Outdoor parking.
- (vi) Smoking area pursuant to the specific location designated by Tondiraba Sports Centre.

1.8 The Lease Object does not include the following premises marked on the plans:

- (i) VIP rooms and places in front of the VIP rooms as marked on the plans;
- (ii) Sales counters no. 1042, 1051, 1054, 1055, 1056, 1057, 1020 and the floor area of the lobby for business activities.
- (iii) Indoor TV screens at the lobby and screens around the main arena

1.9 The public Wi-Fi of Tondiraba Sports Centre may be used only by the visitors of the Events for ordinary use. If the Lessee needs to use Wi-Fi or other network solutions (hereinafter: IT services) for organising their Event, the Lessee can purchase the IT service from third parties. Tondiraba Sports Centre will enable the use of network access points of IT services. The Lessee shall coordinate the IT service provider with Tondiraba Sports Centre. If the Lessee uses the visitors' network of Tondiraba Sports Centre more than foreseen for ordinary use by visitors and/or fails to coordinate the IT service provider with Tondiraba Sports Centre, the latter is entitled to demand a contractual penalty of five (5) per cent of the amount of Rent and the cost of Complementary Services.

1.10 The Lessee has the right to use their advertising banners and other commercial means at the Lease Object, but not in common areas and other premises not included in the Lease Object according to the plan. The Lessee shall coordinate the use of commercial means with Tondiraba Sports Centre before the commencement of the Lease Period.

## **2. LEASE PERIOD**

- 2.1 At the start of the Lease Period, Tondiraba Sports Centre transfers the possession of the Lease Object together with access cards and keys to the Lessee and returns the possession at the end of the Lease Period.
- 2.2 The Lessee and Tondiraba Sports Centre will sign an instrument of delivery and receipt of premises at the start and end of the Lease Period, indicating the number of access cards and keys delivered.
- 2.3 If the Lessee wants to prolong the Lease Period for the preparation of the Lease Period before either the start or end (extra time), Tondiraba Sports Centre may extend the Lease Period.
- 2.4 Tondiraba Sports Centre may refuse to grant extra time without justification.
- 2.5 The Lessee shall apply for extra time as soon as possible, but no later than 48 h before the start of the extra time.
- 2.6 If Tondiraba Sports Centre grants extra time, the Lessee shall pay 160 euros (including VAT) for each extra hour added to the Lease Period.

## **3. RENT, RESERVATION FEE, AND COMPLEMENTARY SERVICES**

- 3.1 The Lessee shall pay Rent to Tondiraba Sports Centre pursuant to the selected package in three parts, one of which includes the Reservation Fee.
- 3.2 The Lessee shall pay forty (40) per cent of the amount of Rent as a Reservation Fee to reserve the premises of Tondiraba Sports Centre serving as the Lease Object for the chosen dates. Tondiraba Sports Centre has the request the payment of the full Rent as the Reservation Fee.
- 3.3 Tondiraba Sports Centre will in no case return the Reservation Fee.
- 3.4 Tondiraba Sports Centre will issue to the Lessee a Reservation Fee invoice, which the Lessee shall pay by the date specified on the invoice; otherwise, Tondiraba Sports Centre will cancel the reservation.
- 3.5 The remaining part of Rent shall be paid by the Lessee in two parts:
  - (i) 30% on the date specified in the Special Terms and Conditions before the start of the Lease Period;
  - (ii) 30% at the latest within one (1) month before the start of the Lease Period.
  - (iii) The total amount of the Lease Contract shall be received on the current account of the Tondiraba Sports Centre no later than one (1) month before the start of the Event.

- 3.6 The price of the package includes only the use of the Lease Object. Adjustment of the Lease Object (removal of ice rink dasher boards, etc.) and use of technical equipment, etc., is not included in the amount of Rent.
- 3.7 Tondiraba Sports Centre may adjust the Lease Object pursuant to the request of the Lessee (e.g. remove ice rink dasher boards) or enable the use of its technical equipment, etc. (complementary services) at its own discretion and upon the respective request of the Lessee. Complementary services and their costs are listed on the website.
- 3.8 The Lessee shall inform Tondiraba Sports Centre in writing of their request for complementary services at least two (2) months before the commencement of the Lease Period.
- 3.9 If Tondiraba Sports Centre agrees to the provision of complementary services, it issues to the Lessee an invoice for complementary services, which the Lessee shall pay by the date set out in the Special Terms and Conditions.
- 3.10 An invoice issued under this Contract is deemed paid as of the receipt thereof in the current account designated by Tondiraba Sports Centre.
- 3.11 If the invoice is not paid on time, the Lessee shall pay Tondiraba Sports Centre an interest on arrears in the amount of 0.05% on the outstanding amount for each working day in delay.
- 3.12 If the Lessee has not paid the invoice for the collectible Rent and for complementary services at least within one (1) month before the commencement of the Lease Period, Tondiraba Sports Centre is entitled to refuse to give the Lease Object into the use of the Lessee and cancel the Contract by informing them one (1) day in advance thereof. In this case, the entire loss arising from a cancelled event is borne by the Lessee.
- 3.13 Upon ordering complementary services which require adjusting the Lease Object for an amount exceeding 10,000 euros (as per the price list), Tondiraba Sports Centre has the right to demand from the Lessee a bank guarantee for securing their obligations within 50% of the cost of complementary services. This guarantee must remain valid until the end of the Lease Period.
- 3.14 Available sales counters and floor area in the lobby are primarily leased to the organiser of the event, followed by returning lessees. The calculation of the Rent is based on the Price List.
- 3.15 During events on the main arena, trade is organised by three companies – returning lessees of the Tondiraba Sports Centre whose lease agreements establish the right to provide services. Services are provided at sales counters No. 1055, 1056, and 1057 as well as at the café, which can be accessed through the door in the lobby of the main arena.

#### **CANCELLATION AND POSTPONEMENT OF THE EVENT**

- 3.16 The Lessee has the right to withdraw from the contract by notifying Tondiraba Sports Centre thereof
  - (i) At least three (3) months before the Event. In this case, the Lessee shall pay 50% of the first instalment agreed upon in the Special Terms and Conditions. If the first instalment is paid in a timely manner, 50% of it is returned to the Lessee;
  - (ii) At least one (1) month before the Event. In this case, the Lessee shall pay the first instalment agreed upon in the Special Terms and Conditions. If the second instalment is paid in a timely manner, it is returned to the Lessee;
  - (iii) Less than one (1) month before the Event. In this case, the Lessee shall pay the first and second instalment agreed upon in the Special Terms and Conditions.
- 3.17 If the Event is postponed, Tondiraba Sports Centre will suggest a new date for the event that is suitable for both Parties. If the date of the Event is changed, the amounts and due dates of invoices agreed upon in the Special Terms and Conditions will not change, unless the Parties have agreed otherwise in writing. The new dates are annexed to the contract.

#### **4. SALE OF TICKETS TO AND SOUVENIRS OF THE EVENT**

- 4.1 The Lessee shall send a filled in order form to Tondiraba Sports Centre for coordination within thirty (30) days after paying the Reservation Fee.
- 4.2 Tondiraba Sports Centre coordinates the order form within five (5) working days and forwards it to the ticket operator, who, based on the order form, will sell tickets to the VIP rooms marked on the plan.

- 4.3 After the order form has been coordinated, the Lessee has the right to start the sale of tickets to the Event as well as souvenirs, toys, brand products, etc. relating to the Event. The Lessee has the right to sell the tickets only to the premises serving as the Lease Object pursuant to the selected package.
- 4.4 When organising the Event and selling the tickets, the Lessee shall take into account the capacity of the Lease Object in accommodating the visitors of the Event.
- 4.5 Any sales activity, incl. the sale of souvenirs, by the Lessee is prohibited in the cloakroom area indicated on the plan, except for clause 1.7 (iii).
- 4.6 During the Lease Period, Tondiraba Sports Centre has the right to conduct sales activity by themselves or enable sales activity by third parties, incl. the sale of souvenirs of the Event, in the common areas marked on the plan.
- 4.7 The Lessee has the right to conduct sales activity, incl. the sale of souvenirs, at the Lease Object only if it has leased as a complementary service the sales counters marked on the plan.

## **5. SECURITY PLAN, SECURITY SERVICE, AND TECHNICAL PLANS**

The Lessee is obligated to organise security services for the time of the event in the form of manned guard. The security service ordered shall comply with the requirements on the Website:

<http://tondirabaicehall.ee/korraldajale/uldine/tondiraba-spondikeskuse-miinum-turvanouded/>

- 5.1 The Lessee shall order the security service for the duration of the Event in the form of manned guard. The ordered security service shall conform to the requirements set out on the website. The Lessee shall inform Tondiraba Sports Centre of the provider of security services within two (2) weeks before the start of the Lease Period.
- 5.2 The Lessee shall prepare a security plan and forward it to Tondiraba Sports Centre for coordination at the latest within fourteen (14) days before the commencement of the Lease Period. Tondiraba Sports Centre coordinates the security plan within seven (7) days as of the receipt thereof or draws the Lessee's attention to deficiencies in the security plan. The Lessee shall eliminate the deficiencies in the security plan within two (2) working days.
- 5.3 The security plan shall meet the following requirements:
  - 5.3.1 conform to the minimum requirements of a security plan specified on the Website;
  - 5.3.2 include the presence of first aid providers pursuant to the effective legislation, depending on the planned number of participants in the Event;
  - 5.3.3 include a description of the pyrotechnics solutions, smoke, vapour, or any other similar show elements, which may activate the automatic fire detection and fire alarm system if such elements are used;
  - 5.3.4 contain a sufficient amount of manned guard in the case of adjusting the automatic fire detection and fire alarm system for the Event;
  - 5.3.5 include the description of parking and traffic management.
  - 5.3.6 The final security plan is confirmed in cooperation with a representative of Tondiraba Sports Centre, the security company, and the contracting entity (the Lessee) seven (7) working days before that start of the Lease Period.
- 5.4 If the security plan is not presented, Tondiraba Sports Centre has the right to demand a contractual penalty of 30% of the amount of Rent and cost of Complementary Services and cancel the Contract, informing the Lessee three (3) days in advance thereof.
- 5.5 Technical plans shall be sent to the project manager of the Tondiraba Sports Centre 20 working days before the beginning of the lease period. Technical plans in fillable form can be downloaded from the website of the Tondiraba Sports Centre. [http://tondirabaicehall.ee/wp-content/uploads/2019/09/TONDIRABA\\_RAIDER\\_est\\_ru\\_eng-muudetud.pdf](http://tondirabaicehall.ee/wp-content/uploads/2019/09/TONDIRABA_RAIDER_est_ru_eng-muudetud.pdf)
- 5.6 If technical plans are not submitted, Tondiraba Sports Centre has the right to request a contractual penalty of 30% of the sum of Rent and Complementary Services and cancel the Agreement, giving a three (3) days' advance notice thereof.

## **6. TRANSFER OF THE LEASE OBJECT**

6.1 Tondiraba Sports Centre shall:

- 6.1.1 transfer the Lease Object by the start of the Lease Period in a cleaned and agreed upon condition, which enables the Lessee to immediately start the Preparations for the Event. If Tondiraba Sports Centre fails to comply with the obligation specified in this clause, it shall pay a contractual penalty of 100 euros for each hour in delay;
- 6.1.2 transfer the Lease Object as follows:
  - 6.1.2.1 The main arena and two auxiliary rooms marked on the plan – at the start of the Lease Period;
  - 6.1.2.2 Other premises (main entrance, cloakroom, etc.) included in the Lease Object – five (5) hours before the start of the Event.
- 6.1.3 enable the Lessee to use the Lease Object during the Lease Period for its intended purpose for organising the Event.

6.2 The Lessee shall:

- 6.2.1 transfer the Lease Object by the end of the Lease Period in the same condition in which Tondiraba Sports Centre initially delivered it, incl.:
  - 6.2.1.1 remove (disassemble) all devices and items brought to and installed at the Lease Object by the Lessee and remove them from Tondiraba Sports Centre. In the case of violation of the obligation set out in this clause, Tondiraba Sports Centre will have the right to demand a contractual penalty of 100 euros for each hour in delay;
  - 6.2.1.2 clean all waste generated during the Event. In the case of violation of the obligation set out in this clause, Tondiraba Sports Centre will have the right to demand a contractual penalty of 450 euros.
- 6.2.2 return at the end of the Lease Period to Tondiraba Sports Centre the keys and access cards of the Lease Object as well as other items given into the use of the Lessee under the Contract. For that, the Parties sign an instrument of delivery and receipt of the premises. In the case of violation of the obligation set out in this clause, Tondiraba Sports Centre will have the right to demand a contractual penalty of twenty (20) euros for each un-delivered access card and/or key.

## **7. COPYRIGHT AND OTHER REQUIREMENTS ARISING FROM LEGISLATION**

- 7.1 Upon organising and conducting the Event, the Lessee shall follow all the requirements arising from legislation, including but not limited to, sanitary requirements, requirements arising from the Copyright Act, etc.
- 7.2 In order to comply with the requirements arising from the Copyright Act, the Lessee shall (if relevant) buy the necessary licences from the Estonian Authors' Society for the duration of the Event.

## **8. LIABILITY**

- 8.1 The Parties are liable for the failure to perform or undue performance of the obligations assumed under the Contract (violation of the Contract) pursuant to the procedure and the extent prescribed by the Contract and the legislation of the Republic of Estonia. Upon a violation of the Contract, a Party may exercise all legal remedies arising from the law or the Contract, either separately or jointly. A Party shall reimburse to the other Party the direct material damage caused by the failure to fulfil or undue fulfilment of obligations arising from the Contract.
- 8.2 The Lessee is fully liable for and will compensate to Tondiraba Sports Centre for the material damage caused during the Lease Period due to any activity or inactivity, including for the damage caused by the activity of visitors, performers of the Event, persons connected with organising the Event, or any other persons (except for the staff of Tondiraba Sports Centre).

## **9. CONFIDENTIALITY**

- 9.1 The Parties shall keep in secret any confidential information learned by them during the performance of the Contract and shall not disclose it in any way to third parties without the written consent of the other Party, except for in the cases stipulated in law. In the event of suspicions, a Party shall assume that the information is confidential.

## **10. FORCE MAJEURE**

- 10.1 A Party is not liable for the violation of their obligations if they can prove the violation of the obligations was due to an impediment hindering the performance of the obligation which was beyond their control, and if the Party could not have been expected to take into account or prevent such circumstances or to overcome the impediment or the consequences thereof under the principle of reasonableness upon the conclusion of the Contract. An impediment is deemed to include, but is not limited to, a natural disaster, civil unrest, strike, act of diversion, and declaration of an emergency or war.

## **11. DOCUMENTS OF THE CONTRACT. INTERPRETATION OF THE CONTRACT**

- 11.1 The documents of the Contract are the following documents, which have been presented in their order of importance, starting from the most important one:
- 11.1.1 Amendments to the Contract, which have been signed after the conclusion of the Contract, incl. ordering Complementary Services.
  - 11.1.2 Special Terms and Conditions of the Contract;
  - 11.1.3 General Terms and Conditions of the Contract.
- 11.2 In the case of discrepancies between the documents of the Contract, the most important document in order of importance is taken as basis.
- 11.3 Titles have been used only for the convenience of reference in the Contract and they do not restrict or influence the meaning or interpretation of the provisions of the Contract in any way.

## **12. FINAL PROVISIONS**

- 12.1 This Contract enters into force after the Parties have signed the Special Terms and Conditions.
- 12.2 Estonian law applies to the Contract.
- 12.3 In the performance of the Contract, the Parties forward written expressions of will by e-mail to the e-mail addresses specified in the Special Terms and Conditions.
- 12.4 The Contract may be amended only with a written agreement between the Parties.
- 12.5 Any disputes arising from the Contract are resolved by negotiations between the Parties. Upon failure to reach an agreement, the disputes are resolved in Harju County Court.