

**Estonian Academy of Music and Theatre**

Rental Agreement No\*\*\*\*\*

In Tallinn, 1 January 2023

The Estonian Academy of Music and Theatre, represented by Saale Kivimaker-Rull, administrator of the musical instrument library, hereinafter referred to as the Lender, and \*\*\*\* (\*\*\*\*, 13812 Tallinn, Harju County, +372111111, \*\*\*\*\*@eamt.ee), hereinafter referred to as the Borrower, have entered into the agreement below:

**1. OBJECT OF THE AGREEMENT**

1.1. The object of this agreement is the property of the Lender:

\*\*\*\*\* card no. \*\*\*\*\* category \*\*\*\*\* value \*\*\*\*\* EUR

**2. TERM AND PRICE OF THE AGREEMENT**

2.1. This rental agreement is concluded for a period beginning on 1 January 2023 and ending on 1 January 2023.

2.2. The rental amount in this agreement is...

**3. AGREEMENT DEPOSIT**

3.1. The amount of the deposit in this agreement is \*\*\*\*\* euros.

3.2. The parties have agreed that no interest will be paid to the borrower on the deposit during the term of the agreement.

**4. DETAILS OF THE PARTIES**

Lender:

Estonian Academy of Music and Theatre

13 Tatari Street

Phone: +3725517222

pillihaldus@eamt.ee

Saale Kivimaker-Rull

Borrower:

\*\*\*\*\*

\*\*\*\*\*

+372111111

\*\*\*\*\*@eamt.ee

.....  
/digitally signed/

.....  
/digitally signed/

## GENERAL TERMS AND CONDITIONS OF THE AGREEMENT

### 5. GENERAL PROVISIONS

5.1. The parties are guided by this agreement, the Estonian Music and Theatre Procedure for Borrowing Musical Instruments, and the legislation of the Republic of Estonia regulating the rental and ownership of property.

5.2. The Lender as the owner of the property grants the Borrower the use of the property being the object of the agreement for a fee.

5.3. The Lender holds the property being the object of the agreement on the basis of the right of ownership.

5.4. The Borrower is responsible for the purposeful use of the property given for their use, the preservation and maintenance of the property and the timely return of the property.

### 6. ENTRY INTO FORCE OF THE AGREEMENT

6.1. The agreement between the Lender and the Borrower is deemed to have been concluded and entered into force from the moment the Borrower signs the agreement.

6.2. The amounts specified in clauses 2 and 3 above are paid in advance.

6.3. The object of the agreement is handed over at the music instruments library after the agreement has been signed and the rental invoice paid.

6.4. At the end of the agreement, the object of the agreement must be returned to the musical instrument library.

### 7. OBLIGATIONS OF THE PARTIES

7.1. The Lender agrees:

7.1.1. to give the Borrower the use of the property being the object of the agreement;

7.1.2. to notify the Borrower of the early termination of the agreement 15 calendar days in advance, except in the events specified in clause 10.3 below.

7.2. The Borrower agrees:

7.2.1. to use the property being the object of the agreement for its intended purpose and refrain from damaging it;

7.2.2. to notify the Lender immediately of any accidents, injuries, damage, etc. that occurs to the object of the agreement and contact the administrator of the Academy music instrument library to maintain the instrument or identify the need for repairs;

7.2.3. not to transfer the rented property to third parties;

7.2.4. to comply with the Lender's directives, regulations, prescriptions and orders;

7.2.5. to inform the Lender of the interruption of studies within 10 days of learning about it;

7.2.6. to inform the Lender immediately of any changes in the Borrower's contact details;

7.2.7. to return the property on the final date or the date of early termination of the agreement at least in the same condition in which the Borrower received the property;

7.2.8. the object of the agreement must be clean when returned; stringed instruments must have at least an equivalent set of strings to those with which the Borrower received the instrument;

7.2.9. to cover the costs of minor repairs and accessories (strings, hair, reeds, etc.) of the object of the agreement;

7.2.10. after returning the object of the agreement, to cover the costs of maintenance of the instrument if necessary.

### 8. RIGHTS OF THE PARTIES

8.1. The Lender has the right:

8.1.1. to check the purposeful use of the property being the object of the agreement, its preservation and maintenance and, if necessary, make relevant mandatory prescriptions or orders;

8.1.2. to terminate this agreement prematurely by giving 15 calendar days' notice, except in the circumstances specified in clause 10.3 below;

8.1.3. to charge late interest at a rate of 1% per day of the total amount of rent if the object of the agreement has not been returned on time.

8.2. The Borrower has the right:

8.2.1. to apply to sign a new agreement for a category B instrument in preferential order if the Borrower has performed all their obligations under this agreement and the object of the agreement remains the same.

## 9. LIABILITY OF THE PARTIES

9.1. The Borrower bears full proprietary liability for causing damage to the borrowed property.

9.2. The Borrower will be liable if the object of the agreement is destroyed.

9.3. In the case of loss or destruction of the object of the agreement, the Borrower must compensate its value in full according to its market price, unless a separate insurance contract has been signed and the compensation paid out by the insurer for an insured event covers the damage caused to the Academy.

9.4. The Borrower agrees to compensate the Lender for the value of the object of the agreement no later than within 30 (thirty) days of receiving the relevant notice.

## 10. ENTRY INTO FORCE, AMENDMENT AND TERMINATION OF THE AGREEMENT

10.1. The agreement will enter into force upon signing and will terminate with the appropriate fulfilment of the rights and obligations arising from it.

10.2. The terms of this agreement can only be amended by agreement of the parties. Any amendments and additions are valid only if made in writing.

10.3. The Lender has the right to terminate the agreement with immediate effect and demand the immediate return of the object of the agreement in the following events:

10.3.1. if the Borrower has given the object of the agreement to third parties to use;

10.3.2. if the Borrower has intentionally or carelessly damaged the object of the agreement;

10.3.3. if the Borrower has knowingly provided the Lender with false information concerning their activities or personal data;

10.3.4. if the Borrower fails to comply with the rules, directives or orders of the Lender.

## 11. FORCE MAJEURE

The Parties understand force majeure as defined in the Law of Obligations Act. In the event of a force majeure situation, the Parties are released from fulfilling their obligations under the agreement.

## 12. SETTLING DISPUTES

12.1. This agreement is subject to the law of the Republic of Estonia, and any disputes that the Parties are unable to resolve by agreement will be settled in Harju County Court.

This agreement is executed in two copies of equal legal force.