

**LINAS SODEIKA**  
**RULES OF PREMISES USE**  
(Version since [30] September 2019)

## **1. TERMS and DEFINITIONS**

- 1.1. Terms and definitions written in capital letters in these Rules of Premises Use shall have the following meanings:
- 1) **Lease Agreement** shall mean commercial premises lease agreements (with all annexes and subsequent supplementations and amendments, if any), signed between the Tenant and the Landlord, on the basis of which the Tenant uses the Landlord's Premises of temporary storage (lockers, underground parking, parking lots or garages);
  - 2) **Tenant** shall mean the Tenant specified in the clauses of the Lease agreement, who signed the Lease agreement with the Landlord. All conditions and/or requirements stipulated in these rules for Tenants shall apply also to factual Premises users, unless otherwise established in an appropriate chapter/its part of the rules;
  - 3) **Landlord** shall mean **LINAS SODEIKA** or any other Premises landlord specified in the Lease agreement.
  - 4) **Premises** shall mean temporary storage Premises (lockers, underground parking, parking lots or garages) (including Landlord's items and equipment handed over) rented out to the Tenant on the basis of the Lease agreement;
  - 5) **Rules** shall mean the present Premises use rules, including all subsequent amendments and supplementations to the rules.
- 1.2. Words used in singular in these Rules include plural and vice versa, unless other meaning required by the context.

## **2. GENERAL PROVISIONS**

- 2.1. The present Rules establish the principles and conditions of Premises use for the Tenant.
- 2.2. The purpose of the Rules is to establish such rights and duties of the Tenant to ensure the following during Premises use by the Tenant:
- 2.2.1. cooperation between the Tenant and the Landlord;
  - 2.2.2. maintenance of the initial state of the Premises;
  - 2.2.3. regime safeguarding the interests of the Tenant, Landlord or third parties.
- 2.3. When using the Premises, the Tenant must observe the Lease agreement, these Rules and legislation of the Republic of Lithuania. If the Tenant has no possibility to observe the requirements of these Rules, in every individual case he must apply in writing to the Landlord for permission not to observe specific clauses of these Rules.
- 2.4. The Tenant must familiarise himself with the Rules before starting using the Premises under the Lease agreement to ensure fulfilment of and compliance with the Rules.
- 2.5. The Tenant understands that the Landlord is not providing warehousing service, property protection or other services of similar nature to the Tenant.

## **3. USE OF THE PREMISES**

- 3.1. The Tenant must use the Premises exclusively for the purpose of the Premises stipulated in the Lease agreement, without infringing rights and legitimate interests of the Landlord and third parties.
- 3.2. The Tenant must keep the Premises tidy and clean, without breaking, damaging or causing any harm to property held in them and without causing any noise and vibration.

- 3.3. Pets are allowed; however, the Tenant must ensure that no pets will be left in the Premises and their territory. The Tenant is held responsible for proper care of pets brought together and/or any damage caused by them.
- 3.4. The Tenant is held responsible for organising cleaning of the Premises, and for keeping them clean. The Premises must be returned to the Landlord empty, clean and in the same state as they were handed over (considering normal wear and tear).
- 3.5. Storing items possessed unlawfully, and items that may cause any danger and/or inconveniences to the Landlord, Premises, third parties and/or their property in the Premises is prohibited. Including but not limited to prohibition to store in the Premises highly combustible and flammable liquids, perishable goods (except if they are stored in appropriate equipment), chemicals and other substances with potential adverse impact on human health and items the civil circulation of which is prohibited (e.g. narcotic, explosive materials, weapons); excise duty goods (e.g. alcohol, tobacco, cigarettes); any live bodies (e.g. birds, animals); items protection of which is normally subject to stricter or special requirements established by laws, e.g. legally acquired weapons and ammunition; cash, securities, jewellery, works of art, items of special personal value to the Tenant.
- 3.6. Tenant is allowed to store motor means in accordance with the size of the Premises (e.g. scooters, motorcycles, bicycles, also lawnmowers, petrol saws) without exceeding the established value). Before placing motor means in the Premises, the Tenant must empty their fuel tanks (it must be done outside the territory of the Premises). Furthermore, when storing this type of property, the Tenant must exert additional measures to prevent any damage to the Premises (e.g. to place a special cover to protect the floor to prevent any stains of oil drops, etc.).
- 3.7. The Tenant is aware that the Landlord has not obligation to inspect compliance of items stored in the Premises with these rules and/or the requirements of the Lease agreement, therefore the Tenant assumes full responsibility for any damage incurred by the Landlord or third parties because of storage of prohibited items.
- 3.8. It is prohibited to obstruct passages, entrances or exits with items or other means, to use corridors and parking lot of the territory around the Premises improperly.
- 3.9. Smoking is permitted exclusively in special designated smoking areas, and discarding cigarette butts exclusively to special containers intended for that purpose (cigarette butts litterboxes).
- 3.10. Consuming alcohol, narcotic and/or psychotropic substances in the Premises and their territory is strictly prohibited.
- 3.11. Without a prior coordination with the Landlord, the Tenant has no right to carry out any repairs, modifications or improvements of the Premises, engineering and other equipment located in the Premises and at their approaches, including installation of any racking fitted to the walls, change of the existing layout or lighting Any modifications of the Premises will be considered as deterioration of their state.
- 3.12. The Landlord is not held responsible for any damage or inconveniences that may arise to the Tenant because of temporary disruptions in provision of public utilities or other services, their testing, maintenance, repairs, provided they are beyond the Landlord's control.
- 3.13. The Tenant must give an immediate notice to the Landlord if having noticed any circumstances preventing proper use of the Premises and/or potentially causing any deterioration of the state of the Premises (e.g. water leakage, malfunctioning lighting, loose fastening, etc.) and provide the Landlord's staff with a possibility to eliminate any faults.

#### **4. USE OF ELECTRICAL DEVICES AND OTHER EQUIPMENT**

- 4.1. Any electrical device and equipment operated in the Premises must be in good technical condition. The Tenant undertakes an obligation to operate all electrical devices stored in the Premises in accordance with the requirements of effective legal acts. Tenant bears sole responsibility for electrical devices and

equipment located in his leased Premises, for their operation and all consequences of operation of irregular, old or uncertified electrical devices and equipment.

- 4.2. When operating electrical devices and equipment, it is prohibited: 1) to use irregular sockets, plugs, break-off boxes, switches and other electrical installation equipment; ii) to cover electrical wires, lamps, heaters with combustible materials or to put them into contact with such materials; iii) to plug in several powerful devices into a domestic use socket; iv) to use irons, microwave ovens, stoves, kettles, heating devices in the places not intended for that and to leave them switched on unattended; v) arbitrarily to extent electrical networks (to install extra sockets, lighting networks, etc.), to make connections or disconnections of wires or cables, etc.
- 4.3. Having noticed any electrical devices or equipment with technical irregularities or defects, further operation of such devices and equipment is prohibited and immediate notice about such observations must be given to the Landlord and/or all necessary measures needed to minimise consequences of an appropriate situation must be taken.

## **5. PROCEDURE OF ENTRY INTO AND EXIT FROM THE PREMISES**

- 5.1. The Tenant has the right to enter the protected territory/Premises through the main gate/door by using an individual PIN code/card, key or remote control provided. Time of entering the territory and the Premises is unlimited; the Tenant can access them at any time of a day or night. To enter the territory/Premises the Tenant must enter PIN code/touch a card or use the key provided. Entering the territory/Premises together with the other Landlord's client passing the gate or otherwise is prohibited.
- 5.2. When leaving the territory/Premises, the Tenant must satisfy himself that the gate of the territory/ door or gate of the Premises was properly closed.
- 5.3. The Tenant is held responsible of safekeeping of PIN code and/or card or key and non-disclosure/non-provision of them to third parties. If a card/key is lost or his PIN code was disclosed, the Tenant must inform the Landlord immediately, at any time of a day or night, by the phone number specified in the Lease agreement.
- 5.4. A new PIN code/card or key will be issued to the Tenant during working hours of the Landlord's office, upon presentation of an identity document by the Tenant or by electronic mail, after the Tenant identifies himself by calling from his contact phone number specified in the Lease agreement.
- 5.5. Provided PIN code/card or key can be used exclusively by the Tenant. In order to provide access to his family members or other persons into the Premises, the Tenant must request the Landlord for provision of a separate PIN code/card or key to the above-mentioned persons. The Tenant bears full responsibility for actions or any damage caused by persons, to whom the devices were provided at his request.
- 5.6. During implementation of the Lease agreement, the Landlord will arrange a lock meeting usually established requirements, to be used to lock the door of the Premises. The Tenant must ensure proper use of the lock and that it is locked, while its key is safely kept. Having lost his lock key or unable to enter the leased Premises without special tools for any other reasons, the Tenant must arrive during working hours of the Landlord, address a responsible employee of the Landlord and present an identity document. Only after proving his identity and having received a permit of a responsible employee of the Landlord, the Tenant has the right to remove the existing lock of the Premises by using special tools. If a key or other pass means are used to lock the door, the Tenant is held responsible for reliable safekeeping of the key and other means, and regarding any entry problems must inform the Landlord and do so with his approval/in his presence.
- 5.7. If the Tenant disregards entry and/or exit procedure, resulting in security alarm left deactivated or security alarm goes off through the fault of the Tenant, the Landlord can switch off individual security alarm of the Premises. At any event, the Tenant must observe the procedure of entry into the Premises and exit from the Premises.

## **6. SECURITY MEANS**

- 6.1. The Tenant is held responsible for adherence to fire safety, electricity, hygiene, sanitary, environmental, occupational health and safety equipment and other applicable requirements in the Premises.
- 6.2. Emergency (alternate) passages, areas fitted with fire safety devices and all common areas (at non-designated and unmarked areas) must be free of any objects, including cars, obstructing free movement of persons and/or immediate action in case of emergency. Arbitrary dismantling, directing or disrupting operation of security, fire safety, surveillance systems or performance of functions assigned to them is prohibited.
- 6.3. If the Tenant notices any suspicious persons, burglaries, faults, fire, emergency situation or other breaches in the Premises or their territory, he must inform the Tenant and responsible services immediately.
- 6.4. In case of emergencies (fire, flooding of the building, etc.) The Landlord has the right, without a prior notice to the Tenant, break the lock and access the Premises to prevent more serious adverse consequences. Upon receipt of a reasonable request, the Landlord can provide law enforcement officers or other properly authorised persons with access to the Premises. In all other events, the Landlord can enter the Premises without a separate consent of the Tenant only upon at least 3 (three) working days' notice to the Tenant by email address specified in the Lease agreement.

## **7. FINAL CLAUSES**

- 7.1. The Tenant has the right to make comments and requests regarding the procedure of use and safety of the Premises to the Landlord.
- 7.2. The Landlord has the right to amend, supplement or cancel the Rules, to improve them on unilateral basis, by informing the Tenant about such changes within a reasonably short term after such amendments, supplementations or adoption of new rules. Notices about amendments to these Rules will be considered properly given to the Tenant, if they are delivered to the Tenant by any of the modes specified in the Lease agreement.