# LEASE OF AN AREA OF LAND

Dato: 02-02-2022

Sags ID: 449196

Lolland Kommune

Kommunale Havne

Postadresse

Nakskov Havn

Stensøvej 1

4900 Nakskov

Tlf.: 54 67 73 32

havne@lolland.dk

www.nakskovhavn.dk

Kontaktperson

Tummas Juul

Kommunale Havne

tuju@lolland.dk

Tlf.: 54677331

The following lease (the “Lease”) has been entered into between:

**[Name of the port]**

[Address]

[Address]

Company reg. (CVR) no. [xxxxxxxx]

[Email address]

(the “Lessor”)

and

**[Lessee’s name]**

[Address]

[Address]

Company reg. (CVR) no. [xxxxxxxx]

[Email address]

 (the “Lessee”)

## The leased area

* 1. The leased area is situated at *[address], [title no.],* and covers approximately *[quantity]* m2 (“the Leased Area”). The Leased Area is shown on the drawing in Appendix 1.1.
	2. The condition of the Leased Area on the date of commencement will be documented in photographs to be taken jointly by the parties and attached to the Lease in Appendix 1.2.
	3. 1.3 If any documentation of contamination or other environmental reports exist for the Leased Area on the date of the Lease, they will be attached to the Lease in appendix 1.3.

## Term

* 1. The Lessee takes over the Leased Area on *[date.month.year*] (the “Date of Commencement”).
	2. The parties may terminate the Lease at six (6) months’ written notice for expiry at the end of a month.
	3. However, the Lessee may terminate the Lease at the earliest for vacation on *[date on which non-terminability ends, which may be different for the Lessor]*.
	4. The Lessor may terminate the Lease at the earliest for vacation on *[date on which non-terminability ends]*, but see section 8 of the general provisions.

## Use

* 1. Except with the Lessor’s prior written consent, the Leased Area must not be used for purposes other than *[nature of the business]*.

## Rent

* 1. The annual rent is DKK *[xx]* per m2 ex VAT and thus totals DKK *[xx]* ex VAT.

	VAT will be added to the rent, which is payable to the Lessor quarterly in advance on the first day of each quarter, i.e. 1 January, 1 April, 1 July and 1 October.
	2. On the date of signing the Lease, rent is payable from the Date of Commencement to *[next date of quarterly rent].*
	3. No later than seven (7) working days after signing the Lease, the Lessee pays a deposit of DKK *[amount*], equivalent to *[0/3/6/9/12]* months’ rent.
	4. The rent may be adjusted in accordance with what is specified in clause 13.1 of the general provisions, *[however, by at least 0/1/2/3/4%]*.

## Guaranteed turnover

* 1. The Lessee guarantees to the Lessor that the Lessee’s business will provide turnover to the Lessor in the form of ship and cargo dues of at least *[0/100/150/200/300%]* of the annual rent including adjustments.
	2. *[If the Lessee does not reach the agreed guaranteed turnover in a year,* the Lessee is obliged to pay the shortfall to the Lessor with the first rent in*voice in the subsequent calendar year.*

*Or:*

*If, in a year, the Lessee has provided less than the guaranteed turnover to the port, the Lessee is exempt from compensating the Lessor for the shortfall to the extent that the Lessee has provided the port with turnover in excess of the guarantee in one or more of the previous four (4) years.*

*The shortfall will be settled first based on the earliest year in the stated period, then with the second-earliest year and so forth].*

## Surrender of the Leased Area

* 1. Any contamination caused by the Lessee must have been cleaned up when the Leased Area is surrendered at the end of the Lease. Cleaning up must be performed to a degree that brings the contamination below the current limit values as determined by the environmental authorities.
	2. In addition, the Leased Area must be surrendered:
	*[In the same condition as when it was taken over* *./

	[In the same condition as when it was taken over except for measures which the parties have agreed should not be reinstated. /

	[In the same condition as when it was taken over and completely cleared, including of buildings, foundations and installations of any kind./

	[In the same condition as when it was taken over and completely cleared, including of buildings, foundations and installations above mean sea level (elevation 0)./

	Or as otherwise agreed.]*
	3. Surrender must in other respects be in accordance with Appendix 6.3 on the procedure for surrendering port areas. Reference is also made to section 11 of the general provisions.

## Special agreements

* 1. The lease is also subject to the attached general provisions for lease of port areas, which are an integral part of the Lease (Appendix 7.1). The Lessee has received, reviewed and signed the general provisions at the latest on the date of entering into the Lease.
	2. The parties agree that the following special agreements apply to the Lease and take precedence over the general provisions and anything else stated in the Lease:

	*[Examples – may be included as further agreed]

	[If there is a particular environmental risk]*
		1. As *the Lessee’s business involves storage of particularly hazardous or polluting substances, the Lessee is obliged to take out separate insurance to cover any damage, including environmental damage, caused by the Lessee’s activities. The scope of cover and insurance sum must be agreed with the Lessor based on a proposal from the Lessee. The Lessee is obliged to take out the insurance before the Date of Commencement, produce the insurance policy and document its validity upon the Lessor’s demand.

		[Extension of a lease]*
		2. *This Lease is entered into as an extension of a previous lease entered into on [date.month.year] with subsequent addenda. It is pointed out in this connection that, following commencement of the present Lease, the relations between the parties’ will be governed only by the present Lease, including the Lessor’s general provisions for lease of port areas, however subject to the necessary changes following from the fact that this is an extension of an existing lease, not a new lease. It is thus the condition of the Leased Area when it was originally taken over that will form the basis for reinstatement before the Leased Area is vacated.

		[The Lessee’s payment of costs for drawing up the lease]*
		3. *To cover the documented costs of drawing up the Lease, the Lessee pays DKK [amount] plus VAT, which will be invoiced together with the first rent invoice.

		[The area is taken over with an existing building on leased land. This building does not belong to the port.]*
		4. *The Lessee takes over the Leased Area with the existing building on it. The Lessee thus takes over the reinstatement obligation for the Leased Area, meaning that on the date of vacating the Leased Area, it must be surrendered in accordance with the reinstatement provision in clause 6.2 above.

		[A preliminary study of the area is requested for the purpose of determining the level of contamination before takeover]*
		5. *No later than four (4) weeks after the Lessee has taken over the Leased Area, the Lessee and the Lessor must jointly arrange an environmental study to establish any contamination of the Leased Area on the Date of Commencement. The environmental report will be delivered to both the Lessee and the Lessor and the parties agree that the report will be taken into account if any additional contamination caused by the Lessee is found when the Lessee vacates the Leased Area.

		In connection with termination of the lease, the Lessor may demand that the Lessee arranges for soil samples to be taken no later than four (4) months before the end of the Lease to document that the Lessee has not added to the contamination of the Leased Area during the term of the Lease. The Lessee pays the associated costs.

		[Rolling non-terminability is desired]*
		6. *The date specified in clause 2.4 above on which non-terminability ends is extended automatically every year so that the period of non-terminability remains unchanged.*

*[The introduction of requirements for the customers’ green transition is desired]*

* + 1. *An agreement specifying the customer’s contribution to the port’s green transition may be included here.*

## Communication

* 1. The parties agree that demands may be sent with binding effect to the stated email addresses. The parties are obliged to ensure that the stated email addresses are always correct and active.

## Signatures

* 1. The Lease is signed by the parties in two (2) originals of which each party has received one (1).

Date: Date:

For the Lessee For the Lessor

*[Name] [Name]*

**Appendices:**

Appendix 1.1 *[Drawing of the Leased Area]*

Appendix 1.2 *[Photo documentation]*

Appendix 1.3 *[Environmental report or similar]*

Appendix 6.3 Procedure for termination and surrendering of port areas

Appendix 7.1 General provisions for lease of port areas in *[the Port of xxx]*