



Date of Agreement:

SHORT TERM LETTING AGREEMENT

Between SIMON EVERARD (in trust) of 14 Eblana Villas, Grand Canal Dock, Dublin 2, ("the Landlord")

and

PPS No:

("the Tenant").

First Schedule Terms

Term Commencement Date:

Term: (in Months)

User:

Office Unit:

The Building Block, Bridge Street, Sligo as outlined in RED on the floor plan annexed in Appendix A.

The Office Area:

Rent (Per Annum):

Rent payable quarterly in advance (excl VAT)

Plus Utilities

Relates to utility (light/heat/waste) apportionment charge for The Office Area. Payable quarterly in advance (excl VAT)

Service Charges (psf/PA excl VAT):

Relates to common area Service Charge apportionment charge for The Office Area. Payable quarterly in advance (excl VAT)

Deposit:

Equivalent of 1 Months Rent

Rates:

Commercial Rates Payable on Office Area

Stamp Duty

(1% Annual rent plus €12.50 for counterpart)

Rules and Regulations: as detailed in the Second Schedule

Hours of Access: 24 X 7

Main Hours of Use: 08:00 to 18:00 Mon to Fri, excl Public Holidays

Rent/Deposit Payable to Bank Account:

IBAN = IE69 BOFI 9054 4025 2774 95, Swift = BOFIE2D, Account Name: Killian Kiernan Property Mgt Ltd, Bank = Bank of Ireland, Stephen Street, Sligo. Please use office unit with all references . e.g. "Name-TBB"

Property Manager: Kilian Kiernan Property Management Co.Ltd, 5 McGee House, 22 John Street, Sligo , F91 KX62, Tel: 087-2670530 Email ppm2let@yahoo.co.uk

SIGNED by the Tenant

Block Capitals: _____

Date: _____

In the presence of:- _____

Block Capitals: _____

Date: _____

SIGNED on behalf of the Landlord

Block Capitals: Kilian Kiernan

Killian Kiernan Property Mgt Ltd

Date: _____

WHEREBY IT IS AGREED AS FOLLOWS:

1. The LANDLORD agrees to let and the TENANT agrees to take ALL THAT AND THOSE the Office Unit described in the First Schedule hereto (hereinafter called "the Office Unit") for the TERM and SUBJECT to the RENT and as to the manner of payment thereof specified in the First Schedule hereto and SUBJECT to the Rules and Regulations.
2. THE TENANT AGREES WITH THE LANDLORD as follows:
 - a. To pay the RENT without any deductions whatsoever at the times and in the manner provided for in this Agreement or in such other manner as may be nominated by the LANDLORD from time to time.
 - b. The TENANT shall take out a policy of insurance against public liability, contents liability and occupier's liability to the satisfaction of the LANDLORD and shall produce on demand to the LANDLORD, a copy of the said policy.
 - c. Not to assign sublet or part with or share the possession of the Office Unit or any part thereof or permit any other person or company to occupy the same as a licensee or otherwise without first obtaining the consent in writing of the LANDLORD, who reserves the absolute pre-emption rights on any proposed assignment.
 - d. To permit the LANDLORD or Property Manager or other Agents at all reasonable times to enter the Office Unit and examine the state of repair and condition thereof and to repair and to repair and make good all defects of which notice in writing shall be given by the LANDLORD or Property Manager to the TENANT and for which the TENANT is liable under the provisions hereof within one month after the giving of such notice and on the failure to comply with such notice the LANDLORD may carry out the work referred to therein and recover the cost thereof on demand from the TENANT as liquidated damages.
 - e. Upon receipt of reasonable notice in writing to permit the LANDLORD or Property Manager or his Agents or Workmen at all reasonable times to enter the said Office Unit and examine the state of repair and condition thereof.
 - f. Not to make any structural alterations in the said Office Unit or to make any alterations whatsoever in the internal arrangements or external appearance of the Office Unit and not to erect any signage or any or satellite dish or aerial on the property without first obtaining the consent in writing of the LANDLORD AND IN THAT EVENT to obtain all necessary and appropriate Fire Safety Certificates and Disability Access Certificates and to provide a copy of the same to the LANDLORD.
 - g. To keep the interior of the Office Unit including the glass in the windows all locks electric, gas and other fittings and installations and all additions thereto and all drains sanitary fittings appliances and pipes in good and tenable repair order and condition and keep the LANDLORD effectually indemnified against all claims in respect thereof.
 - h. To arrange for and to maintain a proper system of ventilation in the Office Unit to comply with all legislative requirements and to ensure no nuisance shall arise from the extraction of stale air from the Office Unit.
 - i. To keep the windows and chimneys clean and keep clean and free from chokages all wash-basins, lavatory basins, drains, sewers and gulley traps serving the said Office Unit and to pay for any damage thereto or expense of clearing the same caused by the negligence of the TENANT, its licensees, servants or agents.
 - j. Not to use or occupy the Office Unit or permit the same to be used or occupied otherwise than for the USER specified in the First Schedule hereto or for any purpose or in any manner inconsistent with such USER or occupation and not to do or allow to be done any act or thing which is likely to be or may become a nuisance danger or annoyance to the LANDLORD or other occupiers of the same building or to adjoining occupiers, and in particular not to permit any sale by auction on the Office Unit and to fit

effective suppressers to all electric equipment so that they will not interfere with the operation of any wireless television or other electronic equipment in the vicinity.

- k. To pay and discharge all charges in respect of electric current and gas or oil used or consumed on the Office Unit unless the same are included in the RENT as specified in the First Schedule.
 - l. That he shall not do or suffer to be done anything which may render the LANDLORD liable to pay in respect of Office Unit or the building in which the same are situate or any part thereof more than the present rate of premium for insurance against fire or which may make void or voidable any Policy for such Insurance.
 - m. Not to exhibit any signboard poster or advertising matter or any flag or banner outside the Office Unit or in the windows or doors thereof save by the prior express consent in writing of the LANDLORD.
 - n. To pay all RATES, commercial waste charges, water rates, local authority charges and taxes assessed upon or payable in respect of the said Office Unit (save any LANDLORD's Property Tax).
 - o. To make use of covered bins and not to place any dust or refuse or waste in or about the Office Unit but only in said bins for speedy removal so as to avoid smells or hazard to health arising from the Office Unit.
 - p. To notify the LANDLORD forthwith in writing of every notice received at the Office Unit from the Local or other Sanitary Authority and to comply therewith as far as the TENANT is liable.
 - q. On or prior to the signing hereof to provide the LANDLORD with the TENANT's tax number for Stamp Duty purposes and to pay and discharge the stamp duty on this Agreement and Counterpart specified in the First Schedule hereto.
 - r. To notify the LANDLORD forthwith in writing of any damage by fire or water that may be occasioned to the said Office Unit.
 - s. To indemnify the LANDLORD against any claims by any employee licensee or invitee of the TENANT arising out of the USER of the Office Unit.
 - t. That it will at the expiration or sooner determination of the tenancy peaceably surrender and yield up unto the LANDLORD possession of the Office Unit together with the furniture effects and fittings included in this letting in good substantial repair and condition in all respects.
 - u. That it shall pay by way of additional RENT the amount of SERVICE CHARGES calculated as set out in the First Schedule within 14 days of demand by the LANDLORD.
 - v. To comply with the Rules and Regulations.
3. THE LANDLORD AGREES WITH THE TENANT that the TENANT, paying the RENT and performing and observing the Agreements on the TENANT's part hereinbefore contained, may peaceably hold the Office Unit during the TERM without any disturbance by the LANDLORD or any person lawfully claiming under or in trust for the LANDLORD.
4. IT IS HEREBY AGREED BETWEEN THE LANDLORD AND TENANT:
- a. That in the event of the RENT reserved or any part thereof being in arrears for seven days after becoming due (whether formally demanded or not) or if there be a breach or non-performance or non-observance by the TENANT of any of the provisions herein contained or if the TENANT (being a Company) have a winding up Order made in respect thereof by the Court the LANDLORD shall be entitled to (but shall not be obliged to) re-enter upon the Office Unit whereupon the tenancy shall determine but without prejudice to any claim which the LANDLORD shall may have against the TENANT in respect of any antecedent breach of the TENANT's covenants or stipulations herein contained.
 - b. That the Circuit Court shall have jurisdiction to entertain any proceedings in respect of this Contract of Tenancy and that any document in any such proceeding and any other document requiring to be served on the LANDLORD or on the TENANT may be served on the LANDLORD by sending it by prepaid registered post addressed to him at his last known place of residence and may be served on the

TENANT by delivering it at or by sending it by prepaid registered post to the Office Unit and any document so posted shall be deemed to have reached the person to whom it was addressed in the usual course of post.

- c. The TENANT shall pay and the LANDLORD shall hold the DEPOSIT as security for the due payment of the RENT hereby reserved and for the performance of the TENANT's obligations under this Agreement, such DEPOSIT to be retained by the Landlord until the end of this tenancy and the LANDLORD shall not be bound to apply the same or any part thereof in payment of any monies owing by the TENANT during the currency of the tenancy.
- d. The TENANT acknowledges that the LANDLORD has given no warranty in relation to the planning status of the Office Unit and it is a matter for the TENANT to ensure it has planning permission and all necessary licenses and consents for its proposed use of the Office Unit.
- e. Should the TENANT remain in occupation following the TERM without written objection from the LANDLORD, it shall be deemed to occupy the Office Unit under a monthly tenancy subject to the provisions hereof.

SECOND SCHEDULE

RULES & REGULATIONS

The following rules and regulations may be amended at any time by the LANDLORD once published on the LANDLORD'S website, www.TheBuildingBlock.ie

Fire exits are alarmed and monitored and should never be used to exit or be left open.

The TENANT will sign in, in accordance with directed procedures on reaching the OFFICE UNIT and will ensure that each of its invitees also sign in.

Invitees should be accompanied by the TENANT at all times on their visit.

Potential customer, guest or client of the TENANT to be signed in and to visit with booking only.

The LANDLORD'S safety statement is furnished herewith and all TENANTS are required to adhere to the terms thereof at all times.

The TENANT must adhere to any regulations laid down or the direction of the appointed fire officer of the LANDLORD.

The Office Unit is a no-smoking area. No smoking or use of e-cigarettes is permitted outside the designated smoking area in the building.

The TENANT can also purchase car parking permits for adjoining and local car parks directly at <http://www.sligococo.ie/text/Services/Parking/CarParks/>

Bicycles may only be parked in the designated cycle parking area as indicated from time to time by the LANDLORD.

Kitchen Area to be used for coffee/tea/drinks, heating meals, not to be used for cooking meals whereby smells are created in THE OFFICE AREA

Kitchen Area to be kept clean with all cutlery/glasses/delph cleaned and stored and work benches wiped. Whilst a cleaner will maintain the Kitchen and shared spaces, they are not expected to clean up after TENANTS.

A communal area is made available for breakout discussions and events and presentations. The Building Block Diary should be used for all event bookings and should only be used for professional events with written consent from the LANDLORD.

Appendix A – Redline Map – 2nd Floor – The Building Block

