

Lease agreement

Lessor

City of Espoo, 0101263-6
Leasing decision:
Chief Real Estate Officer, 6 September 2018
Lessor's representative:
Real Estate Department
Address: Virastopiha 2 C/P.O. Box 49,
02070 City of Espoo
Prepared by: 050-428 9304/Eero Haataja

Leaseholder

Community:

Reg. no.:

Address:

Telephone:

E-mail:

Purpose of use

Agricultural land used as an allotment gardening area.

Term of lease

The term of lease begins on xx xxxx and ends on xx xxxx at the latest.

The lessor and the leaseholder have the possibility to terminate the agreement before the end of the term of lease. The notice of termination must be submitted to the other party by the end of the season, 31 October. The termination enters into force at the beginning of the next year (1 January).

The termination of the lease can be carried out through a notice of termination sent in a registered letter to the address indicated by the leaseholder in this agreement. The leaseholder is considered to have received information on the termination on the 7th day after the registered letter including the notice of termination has been sent to the leaseholder.

The leaseholder is obligated to restore and clean the leased area by the end of the period of notice in a manner agreed with the city. If the leaseholder does not fulfil its cleaning obligation, the lessor may restore and clean the area at the leaseholder's expense and handle the property left in the area as they see fit.

Amount of rent

The amount of rent is EUR xxx a year. The basis for the determination of the rent is EUR 150 per hectare.

Payment of rent

The rent is paid annually by 31 October to the account indicated by the lessor.

The penalty interest in accordance with the Interest Act, Section 4(1), 7.0% at the moment of agreement, is used as the penalty interest.

OTHER AGREEMENT TERMS

1. The leaseholder shall cultivate the leased area and take good care of it, keep the ditching functional and clear the sides of lateral ditches from vegetation.
2. The leaseholder is responsible for clearing and disposing of harmful vegetation within the allotment area. If a path/road maintained by the city leads through the area, the city is responsible for its upkeep. The sprouting of unleased allotments and the gaps between them must be prevented. Inside and outside the allotment area, the city is responsible for the biggest trees.
3. When the leasing is transferred from the city to the leaseholder, precedence will be given to old gardeners in the continuation of gardening. The leaseholder also receives a waiting list that must be used in the order in which it is given by the city. The gardener is not obligated to become a member of the club/association acting as the leaseholder.
4. If the priority practice is not followed, a warning will be given to the leaseholder. If the issue is not corrected, the agreement will be terminated.
5. In their first period of operations, the party renting out the allotments must communicate the new prices and rules to the gardeners by the end of April.
6. In addition to these rules, the leaseholder shall follow the Public Order Act (27/06/2003/612) in the allotment area.
7. The leaseholder may not extend the leased area without the permission of the lessor. For any changes of area, amendments shall be made in the lease agreement.
8. The leaseholder is responsible for fencing the area, if necessary. Fences built must be light and suit the landscape or be unnoticeable, such as a wire-netting fence. The maximum height of the fence is 150 cm.
9. Extracted material may not be taken away from the area without the lessor's permission.
10. Government Decree (1250/2014) on Limiting Certain Emissions from Agriculture regulates the use, storage and handling of manure. During the spreading period (1 April–31 October), dry manure can be stored on the field no more than four (4) weeks waiting for spreading. Manure may not be stored on the field during a manure spreading ban.
11. Pest control must be licensed by health authorities. Planting and sowing invasive species in the gardening area is prohibited. The leaseholder is obligated to report any invasive species in the leased area or on its sides. The leaseholder is responsible for rooting up any invasive species in the leased area.

12. In addition to useful plants and flowers, berry bushes that grow to the height of no more than 150 cm may be grown on the allotment, but no trees or arborescent shrubs may be grown. Perennials must be planted sufficiently far away from ditches and walkways. No imported plants or seeds may be grown on the allotments.
13. The association must carefully consider the permitting of pesticides. Only pesticides intended for home use shall be allowed.
14. The leaseholder shall keep their allotment clean and take the waste to those places reserved for it. All non-biodegradable waste must be cleared away from the area. All compostable waste originating in the gardening area must be composted in the gardening area.

Growth in any uncultivated part of the allotment must be kept lower than 20 cm and free of weeds.

15. No structures that are intrusive or do not belong to allotment gardening, such as furniture or greenhouses, are not allowed in the area. For the preliminary treatment of plants, a veil or a temporary plastic tunnel can be used. The height of the above-mentioned structures may be no higher than 100 cm.

One tool house is allowed in the leased area. However, its colour, size and location must be approved by the City of Espoo. The Real Estate Department should be contacted before acquiring the tool house.

An allotment-specific toolbox is allowed. It can be no more than 50 cm high, 50 cm deep and 150 cm wide, and it must fit onto the gardener's own allotment.

Shared benches/picnic tables are allowed (not allotment-specific). Only portable grills are allowed on the allotments.

Composting dry closets are allowed in the area. The leaseholder is responsible for their cleaning and maintenance. The dry closets must be dimensioned according to the number of users. The appearance and location of the dry closet must be approved by the city.

The maintenance of the noticeboard is the responsibility of the leaseholder. The noticeboard must include details of the location of the allotment area for rescue personnel, the rules of the area and the contact information of the leaseholder.

16. The lessor is entitled to perform inspections in the leased area.
17. The leaseholder is entitled to assign parts of the leased area as allotments for cultivation. The leaseholder is entitled to collect a fee for the allotments covering, among other things, soil cultivation and improvement expenses as well as the rent collected by the city.
18. The leaseholder must ensure that the leased area does not deteriorate because of the leaseholder or for other reasons. If the leased area or a part of it has, during the lease period,
 - a) deteriorated as stated in Section 16 of the Environmental Protection Act (527/2014), the leaseholder is obligated to take care of the cleaning of the area as regulated in Section 133 of the said Act.
 - b) been littered as stated in Section 72 of the Waste Act (646/2011), the leaseholder is obligated to take care of the cleaning of the area as regulated in

Sections 73–74 of the said Act. The leaseholder must apply for the permits required for the cleaning operations and perform the operations at its own cost immediately after the end of the lease period.

The leaseholder must immediately inform a supervisory authority of any substance in the earth or groundwater that might cause contamination.

If the leaseholder neglects its duty referred to in this item, the city is entitled to perform the cleaning on the leaseholder's behalf and collect the costs of the measure from the leaseholder.

19. Before the end of the lease, an inspection will be held in the area. Before the inspection, the leaseholder shall empty and clean the area to restore its previous condition. The inspection must be agreed on with the representative of the Real Estate Department.

If the leased area has not been emptied and cleaned in accordance with the agreement terms by the end of the agreement, the lessor is entitled to collect a fee comparable to a rent for unauthorised use of the area. The fee shall be 1.5 times the annual lease for the first month and twice the annual lease thereafter.

If the leased area has not been emptied and cleaned two (2) months after the end of the lease, the city is entitled to remove the leaseholder's property from the leased area, clean the area and collect the costs of these measures from the leaseholder.

20. The lessor is entitled to collect an agreement penalty if the leaseholder breaches the terms of this agreement. The agreement penalty for breaching an agreement term is three times the annual lease, and the leaseholder is obligated to compensate for any damage caused. If the agreement breach is substantial, the lessor may bring the agreement to an end before the end of the lease period.
21. This agreement shall enter into force when both parties have signed it. The agreement shall become binding to the city when the Chief Real Estate Officer's decision on the lease has gained legal force.

This agreement has been prepared in two copies.

DATE Espoo, _____ 2018

SIGNATURES

As the leaseholder

On behalf of the Real Estate Department

Hilkka Julkunen
Chief Real Estate Officer

Eero Haataja
land use preparer