

Chalet Lomnice, address

in the co-ownership (each in the scope of ½ of the share) of the co-owners:

Lessor No. 1:, born, residing at:

Lessor No. 2:, born, residing at:

(hereinafter both Lessors No. 1 and No. 2 collectively referred to as the "**Lessor**"), on the one part

and

Mr. | Mrs.

..... born, ID No., permanently residing at (hereinafter referred to as "**Lessee**"), on the other part

The Lessor and the Lessee, hereinafter also referred to as the "**Contracting Parties**" or individually the "**Contracting Party**", on the day, month and year shown below, on the basis of full mutual consensus on all provisions stated below, have concluded between themselves

SHORT-TERM CABIN LEASE AGREEMENT

*pursuant to the provisions of § 2201 et seq. of the Act of the Czech Republic No. 89/2012 Coll., the Civil Code (hereinafter referred to as the "**Agreement**")*

I.

Choice of law

1.1. The Contracting Parties hereby expressly agree that the legal relationship arising out of and in accordance with this Agreement, as well as any legal relationships relating to this Agreement, including questions of the validity of this Agreement and the consequences of any possible invalidity, including matters not expressly provided for in this Agreement, are governed by the laws of the Czech Republic, in particular by the Act No. 89/2012 Coll., the Civil Code, as amended, and related legal regulations of the Czech Republic.

II.

Object of the agreement

2.1 The Lessor declares that he is the sole owner of the property -, standing on the lands parcel reference and parcel reference, all registered in the Land Registry of the Cadastral Office for, Cadastral Office, for the municipality and cadastral territory - hereinafter referred to as "**Subject of the lease**".

2.2. The Lessor leaves the **entire Subject of the lease** to the Lessee for temporary use, the and the Lessee accepts the lease for temporary use from the Lessor and undertakes to pay the Lessor the rent, all under the conditions agreed by article III of this Agreement.

2.3. The Lessee undertakes to use the subject of the lease **for the purpose of short-term recreation**, both of his/her own and of other people, with a total number of up to 10 people.

2.4. The Lessor leaves the Lessee the subject of the lease in particular with the following accessories and equipment:

- Kitchen unit fully furnished and equipped with dishes (coffee maker, kettle, dishwasher, ceramic hob, oven, refrigerator, wine cellar), satellite, sauna, indoor fireplace, whirlpool tub, 6x TV, **all included in the price agreed below.**

2.5. The lessee was acquainted with the conditions of the Subject of the lease on the date of the conclusion of this Agreement, saying that on the day of the conclusion of this Agreement the Subject of the lease is free of defects and in a condition capable for its use, which he/she confirms by the signature on this Agreement.

III.

Lease period

3.1. The Lease Agreement is concluded for a definite period **starting on at 3.00 p.m. and ending on at 10.00 a.m.** without the need of a special notice of termination. The Contracting Parties exclude the application of the provisions of § 2230 of the Civil Code on automatic lease renewal.

3.2. Before the expiry of the agreed lease period, or even during the lease period, the Lessor is entitled to immediately terminate the lease and the reciprocal contractual relationship without notice of termination in the case of:

- Gross or particularly serious breach of Lessee's obligations under the law or this Agreement or gross infringement of good manners;
- If the Lessee uses the subject of the lease together with more than 10 people;
- If the lessee uses the subject of the lease contrary to the obligations set out in Article V or Article VI paragraph 6.1. of the Agreement;
- If the Lessee is in arrears with the payment of any agreed payment or advance payment.

3.3. In the event of immediate termination of the lease by the Lessor, the Lessee shall promptly clear the subject of the lease, and if the Lessor fails to do so, the Lessor shall be entitled to clear it at the expense of the Lessee.

IV.

Rent, services and payment terms

4.1. Rent for the use of the Subject of the lease was negotiated by agreement of the Contracting Parties in the amount of, - **CZK** (in words:

4.2. The Lessee undertakes to pay the rent by a cashless transfer to the account of the Lessor at ČSOB, a.s., account number, in the amount of 50% of the rent at the time of reservation and the remaining 50% of the rent before the arrival in the Subject of the lease or at the latest in cash on the beginning day of the rental period.

4.3. The Lessor provides for the fulfillment and supply of services related to the use of the Subject of the lease: the supply of heat and the centralized provision of hot and cold water, the supply of electricity and heat. With regard to the fact that the Lessee will use the Subject of the lease in the short term, the Lessor will not require the Lessee to pay the reimbursement associated with the use of the Subject of the lease (supply of water, heat, electricity, waist water, etc.) incl. related services (cleaning, removal of solid

waste, etc.), on the grounds that these payments are already included in the agreed rent in accordance with the provisions of the clause 4.1. of the Agreement.

4.4. The Lessee is obliged to lodge the **security in the amount of 500,- EUR (13,000,- CZK)** to the Lessor before the lease commences, as a security deposit (refundable deposit), in order to secure the Lessee's obligations to compensate any damage that may be caused to the Subject of the lease or its accessories or equipment (hereinafter referred to as the "**Security**"). Immediately after the end of the lease period, the Lessor is obliged to return the Lessee the Security or its part that has not been used to pay the rent or other claims of the Lessor under the previous sentence, or to account it properly. The security will be deposited with the Lessor and will be used to cover any damage other than normal wear and tear, and any possible outstanding arrears on the rent. This amount will be reimbursed to the Lessee at the same amount after the termination of the lease relationship and the payment of all obligations, provided that the Lessee does not have any debt to the Lessor or obligation to compensate for any damages. The parties have agreed that the Lessee is not entitled to any interest on the Security.

V. Sublease

5.1. The Lessee **is not entitled** to pass the subject of the lease, or any part of it, on the sublease, unless he/she receives the prior written consent of the Lessor.

VI. Other rights and obligations of the Contracting Parties

6.1. The Lessee is obliged in particular to:

- a) Use the Subject of the lease with due diligence for the agreed purpose and only for the period stipulated in this Agreement; also to pay the Lessor properly and in a timely manner the agreed rent;
- b) Use the Subject of the lease only in a usual and agreed manner for the purposes of recreation, as well as to comply with all legal regulations regarding the use of the subject. The Lessee is in particular obliged to comply with all safety, fire and hygiene regulations and environmental regulations while he/she also undertakes to respect good manners and neighboring rights;
- c) Prevent damage, excessive wear or deterioration of the Subject of the lease;
- d) Take care of the Subject of the lease and its appearance, to notify the Lessor without undue delay of the defects and the need of repairs, as well as of any imminent damage;
- e) Refrain from making any construction or other adjustments and interventions in the Subject of the lease without the prior written consent of the Lessor;
- f) Allow the Lessor, or other authorized persons, at their request, to access to the Subject of the lease for the purpose of controlling its use, or for the purpose of making urgent revisions, maintenance and repairs, or where necessary, give such people the cooperation necessary in this respect;
- g) **No later than on the day and at agreed hour of termination of the lease**, the Subject of the lease shall be properly cleared and handed over to the Lessor with all equipment and facilities in the state in which it was taken over, taking into account normal wear and tear while the Subject of the lease was properly used and maintained.

6.2. The Lessee's obligations under this Agreement also apply to all persons using the Subject of the lease together with the Lessee. The Lessee is responsible to the Lessor for the fulfillment of obligations arising from this Agreement, both for himself and for these persons.

6.3. The Lessor is required to:

- a) Hand over the Subject of the lease to the Lessee in a condition suitable for proper use;

- b) Not to use the Subject of the lease during the time period of the lease, except the cases referred to in Article VI 6.1. f) of the Agreement, and not to disturb the Lessee in his/her use of the Subject of the lease.

VII.

Withdrawal from the Agreement - Cancellation of the lease

7.1. The Lessee may withdraw from this Agreement at any time prior to the commencement of the lease period ("Cancellation of the lease"). The effects of the withdrawal shall arise on the date on which the Lessor was notified of the Lessee's written notice of the cancellation or on the date on which such notification was drawn up at the Lessor's. In such a case, the Lessee is obliged to pay the Lessor a termination payment (the "cancellation fee"), which is due on the day of the delivery of the notice of withdrawal, as a compensation for a redundantly blocked but unrealized term of stay in the Subject of the lease. The Lessor is entitled to unilaterally deduct the termination payment (cancellation fee) from all amounts (advance payments, securities and deposits) which, if any, have already been received from the Lessee, or, if applicable, to enforce the applicable balance of the termination payment (cancellation fee) on the Lessee.

7.2. The amount of the termination payment (cancellation fee) depends on the length of time of the applied Cancellation of the lease before the commencement date of the lease, and is as follows:

Withdrawal Period / Termination payment

30 days and more before the date of commencement of the lease - 50 percent of the rental price under the Agreement;

29 to 20 days before the date of commencement of the lease - 75 percent of the rental price under the Agreement;

19 days before the date of commencement of the lease - 100 percent of the rental price under the Agreement.

7.3. The Contracting parties have agreed that the Lessor has the right to collect the cancellation fee from any received advances and payments made by the Lessee.

7.4. In the case of non-commencement of the stay in the Subject of the lease, i.e. not starting the lease, or early termination of the lease under the Agreement, for reasons on the Lessee's side, the Lessee will be charged an amount of 100 percent of the agreed total rental price under this Agreement.

7.5. In the case of delay of the Lessee with the payment of any advance document, i.e. in particular in the case of the late payment of the reservation fee according to paragraph 4.2. of the Agreement, the Lessor is entitled to fully withdraw from this Agreement without further notice. In the event of the Lessor's withdrawal from this Agreement due to the breach of the Lessee's obligation to pay the reservation fee properly and in due time, the Lessee is obliged to pay the Lessor an appropriate cancellation fee according to the previous paragraphs of Article VII of this Agreement.

VIII.

Final Arrangements

8.1. This Agreement shall enter into force and effect on the date of its signature by both Contracting Parties. The Contracting Parties jointly declare that the Agreement contains complete agreement on the subject matter of the contract and all the matters which the Contracting Parties should have and wished to negotiate in the Agreement and which they consider important for the binding nature of the

Agreement, and they expressly exclude the application of the provisions on Disproportionate reduction according to § 1793 of the Code.

8.2. The rights and obligations in the Agreement not expressly specified are governed by the applicable Czech law, especially the provisions of § 2201 et seq. of Act No. 89/2012 Coll., the Civil Code.

8.3. The Parties agree that any disputes arising out of the implementation, performance, interpretation or termination of the Agreement will be settled amicably. If no agreement is reached, all disputes between the Contracting Parties shall be resolved and decided upon by a competent court of the Czech Republic at the request of one of the parties. The parties have expressly agreed in this regard that in the event of any disputes concerning the rights and obligations of the Contracting Parties, the court having territorial jurisdiction shall be solely the court of the Czech Republic determined in accordance with the seat of the Lessor No 1 on the date of filling of the claim.

8.4. If any provision of this Agreement becomes invalid, ineffective or unenforceable, this fact does not affect the validity, effectiveness and enforceability of the remaining provisions of the Agreement. If a part of this Agreement ceases to be valid as a result of a change of law or a new interpretation of the law, the Contracting Parties undertake to supplement this part without delay in accordance with the principles and purpose of this Agreement.

8.5. The Agreement is drawn up in two copies with the validity of the original, each of the Contracting Parties receiving one copy.

8.6. The Agreement may be amended or supplemented only by written agreement of both Contracting Parties with the signatures of the Contracting Parties on a single sheet.

8.7. All of the Lessee's personal data relating to the Lessee and people using the Subject of the lease together with the Lessee, specified in the order and this Agreement, shall be used by the Lessor for purposes and in connection with the contractual relationship thus concluded, with which the Lessee agrees without reservation.

8.8. The Contracting Parties hereby declare and validate by their hand-written signatures that they have properly read the Agreement before it has been signed, understand its content and that the Agreement was negotiated and concluded in accordance with their free and serious will, not in distress, inexperience, intellectual weakness, excitement or recklessness, and they wish to be fully bound by this Agreement.

In On

Lessor:

Lessee:

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