

Rental agreement for short-term rental of cottage for recreation

Concluded under Section 663 et seq. Of the Civil Code

Preamble

This agreement is concluded for the purpose of establishing clear relationships between the landlord and the tenant, so as to ensure safe, trouble-free and undisturbed use of the cottage by the tenant on the one hand and to ensure the cottage owner's rights in particular in case of cottage damage, damage of cottage equipment, house rules violation, violation of „Visiting Rules the Low Tatras National Park and the Laws of the Slovak Republic“

Lessor:

Ing. Dušan Ondrek

Bytom: Cabaj 1505, 95117 Cabaj Cappor, tel: 0903 999 969

on behalf of:

Du monde Nitra Ltd., Jedlíkova 21, 949 01 Nitra, ID: 50527509, VAT No .: 2120358735,

by Mgr. Eva Arpášová

Tenant:

Name:

Tenant's address: _____

ID

number: _____

Telephone

number: _____

(both together as "counterparties")

Article I

Rent subject:

The subject of short-term lease is a recreational chalet (hereinafter referred to as cottage) number: 304, which is located on the plot number KN-C 2843/32 and 3032 in the cadastral area Pavčina Lehota, district Liptovský Mikuláš.

Article II

Rental period:

The lease term is fixed-term

From to.....

Article III

The terms and conditions for the validity and effectiveness of this Agreement are:

1. Payment of the advance payment of the rental price prior to the start of the lease before the start of the stay on the account of the lessor. Payment of the entire rental price prior to the start of the rental relationship in cash when the cottage is taken over, or at least 5 days prior to arrival to the lessor's account
2. Signing the acceptance protocol. In case of discrepancies between the real estate status and the data stated in the acceptance protocol, the tenant is obliged to document these and report it to the lessor immediately after finding deficiencies or differences within 3 hours of receiving the keys from the cottage

Article IV

Rental price:

1. The rental price is set in accordance with the agreed offer on for the number of persons included in the offer, namely:
2. The customer also pays a refundable security deposit of € 400 to the rental price, which will be returned to him after the cottage has been handed over in a way that the cottage was rented for due wear and tear.

Article V

Subject of the lease and its accessories:

1. Rent Lease - The cottage consists of eight bedrooms with a total capacity of 24 beds and 6 extra beds. Other parts of the cottage are 6x bathroom with toilet, separate toilet with washing machine on the ground floor, kitchen, dining room, lounge and terraces.
2. The Lessor leases the cottage in a furnished state, the list of things left by the Lessor to use the Tenant together with the cottage is an acceptance protocol, which is an integral part of this contract, and is attached to this contract at the time of signing.

Article VI

Rights and obligations of the parties

1. Lessor's rights and obligations:

- a) The Lessor is obliged to hand over to the Tenant the recreational chalet in a state fit for proper use for the purpose of recreation and to keep it in such a state during the whole lease period specified in Article II of this contract

- b) The Lessor is obliged to provide the Tenant with full and undisturbed exercise of his rights related to the use of the subject of the lease
- (c) The Lessor shall, after the Tenant informs him of the need to make repairs to the subject of the lease, make corrections without undue delay.
- d) The Lessor is obliged to provide property insurance at his own expense
- e) The Lessor is obliged to carry out minor repairs and routine maintenance of the cottage at his own expense
- f) The Lessor has the right to enter the subject of the lease only if accompanied by the Tenant during the entire lease period specified in Article II of this Agreement, in order to check compliance with the Terms and Conditions
- g) Lessor has the right to enter the cottage without the tenant's presence only in case of emergency, natural disaster or imminent damage and if it is not possible to contact the lessee. In such cases, the Lessor is entitled to use its own key of the lease that is available to it throughout the term of the agreement.
- (h) In the event of serious damage to the cottage or facility, the Lessor shall be entitled to claim compensation for the actually spent means of repair by a deduction from the refundable deposit. The damage assessment shall be determined by the Lessor or by a person authorized by him, which shall be the subject of a protocol under which the Lessor may claim damages under the applicable law.
- i) In the event of damage to the subject matter and that damage will not be repaired by the Tenant within the meaning of Article IV, paragraph 2, point c), and Tenant will not repair damage even within the 7 days from the date of receipt of the written claim for damages in cash, the Lessor has the right to charge the Tenant a contractual penalty of € 3,000 (in words: three thousand euros) and Tenant is obliged to pay it without protest

2. Lessee's rights and obligations:

- a) The Tenant is obliged to use the subject of the lease - the cottage, its equipment, as well as the adjacent land properly and in a normal manner and is obliged to take care that the cottage does not suffer any damage.
- b) The Tenant is entitled to use the subject of the lease solely for the accommodation and recreation of himself and the reported persons
- c) The Tenant is fully liable for any damage sustained on the subject of the Lease, its equipment and accessories, the adjacent property caused by the Tenant himself, or the person staying in the Lease during the lease period referred to in Article II of this Agreement. All such damages shall be remedied by the Tenant at his own expense within 3 days of the end of the rental period if the nature of the damage does not require longer time to repair the damage for objective reasons
- d) The Tenant has the right to a reasonable rental discount if the Lessor, despite the Tenant's notice, does not repair the defects on the subject of the lease, which substantially or for a longer time

deteriorates its use by the Lessee. The Tenant must claim this right without undue delay and his right expires if it has not been claimed by the Tenant until the end of the lease contract

e) The Tenant undertakes to comply with the Cottage Rules and the Visiting Rules of the Low Tatras National Park

f) The Tenant is obliged to notify the Lessor of the need for those repairs to the cottage which have to be made by the Lessor and to allow him to do so. Otherwise, the Tenant is liable for the damage incurred by the non-fulfillment of this obligation.

g) The Tenant is obliged to allow the Lessor to inspect the cottage for the purpose of determining its condition and checking whether it is used in an agreed manner, at a time agreed by the parties.

h) Tenant is not entitled to carry out, without prior written consent of the Lessor, any structural modifications, drilling in the walls of the cottage, or any other substantial change to the lease, even at his own expense

i) The Tenant is obliged to observe the prohibition of smoking in the interior of the cottage. Smoking is allowed in the reserved area by the front door of the property

j) The Tenant may not use any music reproducing apparatus (radios, players, car radios, ...) outside the cottage's interior.

k) The tenant must not violate the night's rest after 10:00 pm

Article VII

Reasons for the immediate termination of the contract by the Lessor without the right to discount or any compensation.

If these conditions are violated, the Tenant and his guests will be expelled from the cottage.

1. Violation of the smoking in the interior of the cottage and discarding the cigarettes around exterior of the cottage (to provide fire protection measures)
2. Damage to the cottage, to the cottage equipment, whether knowing them or caused by negligence
3. Night's rest disturbance after 10:00 pm
4. Violation of the Visiting Rules of the Low Tatras National Park
5. Use any device that reproduces music (radio, player, car radio ...) outside the chalette's interior. The maximum noise level in the National Park is set by the 40dB decree (vacuum cleaner emits about 80dB)
6. Accommodation of more persons than agreed in this contract without prior permission the Lessor (possibility to sign people by sms, phone, mail, ...)

Reasons for the immediate termination of the contract by the lessee entitled to a refund of the full amount paid or a reasonable discount

1. Disruption of power supply for more than 5 hours after reporting a malfunction
2. Disruption of water and hot water supply and for more than 5 hours after reporting the fault to the Lessor.
3. Defects on the cottage and cottage devices preventing the use of the chat in an agreed manner, which the Tenant reports to the Lessor, documents them immediately after taking over the keys from the cottage, but no later than 3 hours after arrival at the cottage.

Article VIII

Cancellation fees:

1. In the event that the order is canceled by the client, the Lessor is entitled to a cancellation fee. The amount of the cancellation fee is:
 - (a) 60 days or more before the scheduled arrival at no charge
 - b) 59-30 days prior to the scheduled start of accommodation 50% of the total agreed rent amount (deposit amount)
 - c) 29 days or less prior to the scheduled arrival at 100% of the total rental price.
2. The Lessor reserves the right to cancel the reservation if the subject of the lease is not in a position to use it. In such a case, he may offer the client, after the appointment, a substitute term, or refund of the deposit
3. No fee is charged if Tenant changes . The Tenant is obliged to inform the Lessor in advance of such a change
4. Other changes to the order (change of date) will be considered as cancellation of the order and in this case the Lessor has the right to a cancellation fee unless the parties agree otherwise

Article IX

Claim Terms:

In the event that the scope or quality of the services of the stay is lower than agreed and set by the offer, the client is entitled to claim. During the stay, the damage and property damage that is explicitly excluded from the scope of the insured coverage is not considered to be the subject of the claim.

The further procedure of the complaint procedure is governed by the complaint procedure in accordance with the Slovak legislation.

The Parties declare that they have read this Agreement, understood its content, and have signed it to indicate that the content of this Agreement corresponds to their true free will.

Article X

Final provisions:

1. This Agreement shall enter into force on the day of its signing by both Parties, the payment of the rent and the deposit pursuant to Article IV. ods. 2 of the Contract and effective on the day of handing over the subject of the lease to the Tenant.
2. Relations not expressly governed by this Agreement shall be governed by the relevant provisions of the Civil Code and other applicable legal regulations of the Slovak Republic
3. In the event of dispute resolution contra conflicts will counterparties solve the under the jurisdiction of the Slovak Republic
4. For dispute resolution purposes, the Slovak version of the contract is valid
5. The contract may be amended only by written numbered amendments agreed by both parties
6. The Annexes shall form an integral part of this Agreement

Annex A: Acceptance Protocol

All annexes are attached to this Agreement at the time of signing by the Parties.

7. The contract is made in two (2) originals of identical content, each party receiving one (1) copy.
8. The parties to the contract declare that they are not aware of any obstacle to the provisions of this Agreement that could render it invalid. They further declare that they have duly read this contract before signing it, that they have understood its content and that it expresses their true and real will not sign it in distress or on the basis of unilaterally unfavorable conditions, as evidenced by their signatures.

The Lessor.

In Pavčina Lehota on
.....
(name, signature)

The Tenant:

Indays
.....
(name, signature)