

## Contract for the lease of the Property

concluded pursuant to § 2201 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "Civil Code")

by and between the following Contracting parties:

### Geltschberg, s.r.o. → Landlord

Business ID No: 49623303  
Registered office at Horní Chobolice č. ev.  
6, 411 45 Liběšice  
Represented by: Pavol Kováčik, proxy  
Bank account no.: 5070013192/5500

### [ ] → Tenant

Permanent residence:: [ ]  
Date of Birth: [ ]  
ID Card No./Passport No: [ ]  
Telephone No.: [ ]  
E-mail: [ ]

## Introductory Provisions

The Landlord declares to be, besides other things, the owner of the plot no. st. 95 in the cadastral area of Horní Chobolice, whose integral part is the building no. 28 (the real estate together with all its components, accessories and equipment hereinafter referred to as the "Property").

The Tenant wishes to lease the Property from the Landlord on a short-term basis and the Landlord wishes to let the Tenant use the Property under the terms and conditions agreed in this Contract.

The Tenant is aware from the submitted energy performance certificate that the energy performance of the Property is classified as class G.

### a) Subject and Purpose of the Lease

1. On the basis of the reservation of the Property made by the Tenant the Landlord hereby leases to the Tenant the Property under the terms and conditions set forth in this Contract and the Tenant accepts the Property for its use under the terms and conditions set forth in this Contract and related documents.

2. The condition, specification of equipment and accessories of the Property are detailly specified in the "Protocol on Handover and Acceptance of the Property", which forms is an integral part of this Contract as **Annex No. 1**.

3. The Landlord leases the Property for the short-term use by the Tenant, eventually also members of the Tenant's household and other persons staying with the Tenant, and such exclusively for recreational purposes and the Tenant agrees to pay the Rent (as defined below) and other payments provided for in this Contract in a proper and timely manner and to use the Property in accordance with the law, the House Rules and this Contract.

4. The Tenant expressly declares that:

- ✓ he/she acknowledges that the Property is not intended for residential use and that the purpose of this Contract is not to secure the use of the Property for residential purposes by the Tenant;
- ✓ has acquainted himself/herself with the condition of the Property, which is fully satisfactory for the agreed purpose of the lease and accepts the Property in this state and condition without reservation;
- ✓ has been properly acquainted by the Landlord with the operation of the equipment and facilities, as well as with the safety regulations for their use;
- ✓ before signing this Contract he/she has familiarized himself/herself with the other published information about the Property and its use, in particular with the General Contract

Terms and Conditions (incl. the reservation system and cancellation fees) (the “GCTC”) and the House Rules and has understood them.

### **b) Duration of the Lease**

This Contract is concluded for a definite period of time, from [ ] 5:00 p.m. to [ ]:10:00 a.m.

The Contracting Parties exclude the renewal of the lease in the event of the Tenant's use of the Property after the end of the lease without the Landlord having to invite the Tenant to leave the Property.

### **c) Rent and Payment of Services Related to the Use of the Property**

- Rent for the use of the Property: CZK [ ]
- Cost of electricity according to the actual consumption – to be paid at the end of the lease.  
! The Tenant acknowledges that the services may be interrupted independently of the Landlord's will (e.g. due to an accident, scheduled downtime, maintenance, etc.). In such event, Tenant shall not be entitled to any discount, reduction, or suspension of Rent!

### **d) Security Deposit**

At the handover of the Property the Tenant has paid to the Landlord a sum of **CZK 5.000,-** as a security deposit to secure any possible claims of the Landlord related to the lease of the Property.

→ The Landlord shall be entitled to draw on the security deposit to satisfy any of its claims against the Tenant under this Contract and/or claims arising in connection with this Contract (i.e. including, among others, claims for damages, contractual penalties, etc.), and to set them off unilaterally against the Tenant's claim for reimbursement upon termination of the lease.

→ The unused funds (from the security deposit) will be returned by the Landlord to the Tenant after the lease has ended and all claims of the Landlord against the Tenant have been satisfied. The Contracting Parties agree that the Landlord shall not be obliged to pay the Tenant interest incurred in connection with the security deposit.

### **e) Rights and Duties of the Landlord**

1. The Landlord is obliged in particular (i) to hand over the Property to the Tenant on the basis of the Protocol of Handover and Acceptance of the Property and (ii) to enable the Tenant an unimpeded exercise of the rights associated with the use of the Property.

2. The Landlord shall be entitled, inter alia, (i) to inspect the Property and the equipment and for such purpose the Tenant shall allow the Landlord or a person authorised by the Landlord access to the Property, and (ii) to exercise other rights and obligations provided for by generally binding legal regulations.

3. The Landlord shall not be liable for any loss or damage to belongings and other property brought into the Property by the Tenant and persons using the Property. The Landlord is not responsible for any injuries or other detriments of the Tenant and persons using the Property. The stay and movement of persons in the whole Property, including the garden and also on the land connected with it is solely at the own risk of the Tenant and all persons staying with the Tenant.

4. The Landlord reserves the right to keep the keys to the Property in case of necessary access to the Property, i.e. for example in case of an emergency. The Landlord will inform the Tenant of any such entry into the Property.

## f) Rights and Duties of the Tenant

1. The Tenant is obliged to use the Property in a proper manner customary in the exercise of the right arising from the lease of the Property, exclusively for the agreed purpose, to protect the Property and common property, to observe the House Rules, safety regulations, regulations on fire protection, hygiene and to properly use common areas and facilities.
2. The Tenant shall be liable for any damage caused by him or by persons using the Property with the Tenant or by persons to whom the Tenant allows access to the Property; the Tenant shall promptly notify the Landlord of any damage in a demonstrable manner and shall compensate the Landlord in full before his/her departure. In the event that the Tenant intentionally or negligently causes damage to such an extent that the Property is put out of service, the Tenant shall, in addition to the cost of repair and other damages, if any, pay the Landlord for lost profits for the period of repair.
3. The Tenant undertakes not to smoke in the Property. Should the Tenant or any of the users of the Property start smoking in the Property, the Tenant undertakes to pay the Landlord a special compensation (additional payment) in the amount of CZK 5,000.00.
4. The Tenant shall not be entitled to sublease the Property or any part thereof, transfer the lease of the Property to another person or use the Property for business activities (registration of seat, place of business, establishments, etc.). The Tenant may not make any structural changes to the Property or its interior or changes to the installations or supply lines. Furthermore, the Tenant is not entitled to make any other changes or modifications to the Property or its internal premises.
5. **The Tenant is responsible for the number of persons using the Property, that cannot exceed a maximum number of 8 persons.** Such persons shall be subject to the rights and obligations under this Contract (i.e. including the House Rules). In the event of exceeding the above number of persons or animals, the Landlord has the right to additional payment. Article g) par. 1. lett. e) of the Contract is not affected by this provision.

## g) Termination of the Property Lease

1. The lease relationship established by this Contract shall terminate:
  - a) on expiry of the agreed lease term;
  - b) by written agreement of the Contracting Parties;
  - c) by way of withdrawal from this Contract by the Tenant before the commencement of the lease term, even without giving any reason (by withdrawal shall be also understood the case when the Tenant fails to pay the additional rent on the due date or fails to appear to take over the Property even within 6 hours from the agreed commencement of the lease); In case of such withdrawal, cancellation fees according to the GCTC are applied;
  - d) by way of withdrawal from this Contract by the Landlord prior to the commencement of the lease term solely due to the existence of serious safety or operational reasons preventing the safe or full use of the Property by the Tenant;
  - e) by way of termination of this Contract by the Landlord without notice in the event of a breach of the Tenant's obligations agreed in this Contract (art. f) above) and/or the House Rules or the provisions contained in the GCTC by the Tenant or persons for whose actions the Tenant is responsible. The notice of termination may also be given orally and shall take effect upon its receipt by the Tenant. In such case the Tenant is obliged to vacate and leave the Property without delay.

In the event of early termination of this Contract by the Landlord due to a breach of the Tenant's obligations, or in the event of early termination of the lease by the Tenant's decision, the latter shall not be entitled to a refund of the Rent or any part thereof or of any other payments made by the Tenant in connection with this Contract nor to receive any other compensation.

2. On the date of termination of the lease, the Tenant is obliged to vacate the Property and to hand it over - on the basis of the relevant handover report - to the Landlord in the

condition in which it was taken over, taking into account reasonable wear and tear. In the event of loss of the key, the Tenant shall pay the Landlord a lump sum compensation of CZK 800,- at the end of the lease at the latest.

3. In the event that the Property is not free of damage on the date of its takeover, the Landlord is entitled to ensure the repair of the damage by third parties and to recharge the costs associated with this to the Tenant, or to unilaterally offset this amount against the security deposit. Upon signing the handover report, the Tenant shall pay in cash the amount for the electricity consumption in the Property, based on exact calculation from the relevant meter reading. The risk of damage to the Property shall pass onto the Landlord only upon the execution of the handover report signed by both Contracting Parties.

4. Should the Tenant fail to comply with the obligation to vacate the Property and hand it over to the Landlord under the relevant handover report by the date of termination of the lease under this Contract, the Contracting Parties agree on a contractual penalty of CZK 3,000 for each day of the Tenant's delay in fulfilling this obligation.

#### **h) Final Provisions**

1. The rights and obligations not expressly provided for in this Contract shall be governed by the laws of the Czech Republic, in particular the provisions of the Civil Code.

2. This Contract is executed in two counterparts, of which each of the Contracting Parties shall receive one copy.

3. The stipulation of contractual penalties in this Contract shall in no way affect the rights of the entitled Contracting Party to compensation for damages arising from the breach of the obligations to which the contractual penalty relates. The provisions of Section 2239 of the Civil Code shall not apply to contractual penalties after termination of the Contract.

4. The Tenant assumes the risk of a change of circumstances within the meaning of Section 1765 par. 2 of the Civil Code.

5. The parties to the Contract, according to their declarations, fully capable of legal acts, have read this Contract before signing it, declare that it has been concluded according to their true and free will, definitely, seriously and intelligibly, not under duress and not under manifestly unfavourable conditions, and affix their signatures to prove the authenticity of the above.

#### **Annexes:**

Annex No. 1 – Protocol on Handover and Acceptance of the Property.

In \_\_\_\_\_ on \_\_\_\_\_

In \_\_\_\_\_ on \_\_\_\_\_

Landlord:

Tenant:

\_\_\_\_\_  
**Geltschberg, s.r.o.**  
Pavol Kováčik, proxy

\_\_\_\_\_  
[ ]

## General Contractual Terms and Conditions

### I.

#### Preliminary Provisions.

The Landlord declares to be the owner of the plot no. st. 95 in the cadastral area of Horní Chobolice, whose integral part is the building no. 28 - a building for family recreation, including all its accessories, parts and equipment (hereinafter referred to as the "Real Estate") and is entitled to lease the Real Estate for the purpose of short-term recreation. The Real Estate is leased as a whole.

### II.

#### Description of the Real Estate and its Equipment.

The Real Estate serves for recreational purposes, the maximum capacity is 8 people including children. The subject of rent includes a garden and other area. On the fenced parking lot at the Real Estate is possible to park a maximum of 4 cars (caravan), in front of the house one additional car can be parked. A more detailed description of the building and garden facilities, including photographs, can be found on the website: [geltschberg.com](http://geltschberg.com) and in the handover protocol. The landlord guarantees the above equipment and facilities.

Smoking, the use of drugs or other psychotropic substances, excessive drinking of alcoholic beverages, the storage of highly flammable or explosive substances, the lighting of fires outside the fireplace stove and outdoor grill are prohibited throughout the property.

### III.

#### Establishment of the Contractual Relationship.

According to the Civil Code, the contractual relationship between the landlord and the tenant seeking a recreational stay, takes the form of a short-term lease between the landlord and the tenant (the person interested in the recreational stay). The contractual relationship is governed by these general contractual terms and conditions, the lease contract, which includes a protocol of handover and acceptance of the subject of the lease, the house rules and the relevant provisions of Act No. 89/2012 Coll., the Civil Code, as amended. The general contractual terms and conditions, the house rules and the model of the lease contract are available on the website [www.geltschberg.com](http://www.geltschberg.com) (hereinafter referred to as the 'website').

The tenant can only be a person with legal capacity over the age of 18, who is responsible for the performance of the contractual relationship and for compliance with the relevant rules also by the persons using the Real estate together with him/her. The tenant shall ensure that any third person using the Real estate with the tenant, as well as any other person granted access to the Real estate by the tenant, shall reasonably comply with the obligations to which the tenant is obliged by law and the Lease Contract (incl. the House Rules).

The contractual relationship between the landlord and the tenant is established at the moment of crediting the advance payment at the due date to the landlord's bank account, consequently the landlord reserves the Real Estate for the requested stay dates so that it is fully available to the tenant. **By paying the advance payment of the rent, the tenant confirms his/her express and unconditional agreement to the wording of the General Contractual Terms and Conditions, the House Rules and the Lease Contract and to its conclusion, as well as to the price conditions, including cancellation fees.** Upon arrival, the Tenant is obliged to present to the Landlord or the person authorised by the landlord his/her valid identity document as well as the identity documents of all persons who will be using the Real Estate with him/her.

In the event of failure to do so, the landlord shall be entitled not to hand over the Real Estate to the Tenant, in which case the lease shall be cancelled without compensation

and the Landlord shall be entitled to apply the cancellation fees pursuant to Article V.(c) below of these Terms and Conditions.

If the tenant arrives with more persons than the maximum permitted capacity of the Real Estate (i.e. 8 persons, including children), the landlord is expressly entitled to refuse such persons or to require a special refund (additional payment) payable on signing the Lease Contract.

#### **IV.**

##### **Prices and Payments.**

After sending the order, the tenant will be contacted and provided with payment details (account number, variable symbol) for cashless payment of a deposit/advance payment of 50% of the rent according to the price list on the website or by prior written agreement/offer.

The deposit/advance payment is due and payable within 5 working days after booking.

Upon receipt of the deposit/advance payment, the landlord will confirm the reservation to the tenant by e-mail. The balance of the remaining 50% of the rent according to the price list on the website is due no later than 30 calendar days before the agreed start of the lease.

If the tenant fails to pay the deposit by the due date, the reservation is cancelled without further notice and the landlord is free to consider the requested stay dates available for another tenant.

Upon arrival on the day of the start of the lease, the Lease Contract and handover protocol will be signed. Details of the contractual relationship are set out in the model Lease Contract published on the website. The rental price includes the stay for the agreed period, bed linen, towels, firewood, recreation and accommodation fee to the municipality. The rent does not include the consumption of electricity, which the tenant agrees to pay to the landlord on the day of the end of the lease according to the actual consumption established when the Real Estate is handed back to the landlord.

#### **V.**

##### **Cancellation Fees.**

In the event that the tenant, after the payment of the deposit/advance payment or the rent in full pursuant to these Terms and Conditions, cancels the lease, fails to present himself/herself at the agreed start of the lease or for any reason on the tenant's side, the lease does not take place (all of the foregoing referred to as "cancellation of the lease"), the contractual relationship shall be deemed terminated and the tenant shall be entitled to a refund of a pro rata portion of the deposit/advance payment paid, less the cancellation fee set forth below depending on the date of cancellation:

- a) 60 days or more before the agreed start of the lease ..... cancellation fee of 0%, the deposit/advance payment will be refunded in full;
- b) 59 to 30 days prior to the agreed start of the lease ..... cancellation fee 50% of the deposit/advance payment paid, the remaining half of the deposit/ advance payment paid and any balance paid will be refunded,
- c) 29 days or less before the agreed start of the lease..... cancellation fee 100%, the entire deposit/ advance payment paid will be forfeited, any additional payment made by the tenant will be refunded.

Cancellation of the lease must be made by the tenant in writing to the following e-mail address of the landlord: [info@geltschberg.com](mailto:info@geltschberg.com), unless otherwise agreed.

The date of receipt of the tenant's e-mail about cancellation of the lease is decisive for the calculation of days according to the above-mentioned provision.

The landlord is entitled to use the paid deposit/advance payment to settle its claims against the tenant representing the cancellation fee and to set it off unilaterally against the tenant's claim for the return of the deposit after the termination of the contractual relationship, to which the tenant expressly agrees.

The tenant undertakes to pay the cancellation fee referred to in point c) above to the landlord even if the lease does not take place within 6 hours of the agreed start of the lease; in such a case, the lease shall be cancelled without compensation, unless the parties agree otherwise in writing.

The parties further agree that in the event that the tenant fails to pay the balance of the rent when due, this shall be deemed to be a cancellation of the lease by the tenant with all the consequences set out above. In the event that the tenant terminates the lease by his/her own choice before the agreed termination date, he/she shall not be entitled to any compensation.

## **VI. Lease Dates.**

The Real Estate can be leased for the periods listed on the website [www.geltschberg.com](http://www.geltschberg.com). In the summer season it is for whole multiples of weeks, outside the summer season for shorter periods, but for a minimum of 2 nights. Exceptionally, other dates can be agreed. For weekly stays, the Real Estate is ready for tenants on Saturdays from 17:00, the end of weekly stays including handover is always on Saturday until 10:00. For weekend stays or shorter stays than weekly stays, check-in is between 17:00 and 19:00, end of stay and handover by 10:00, unless otherwise agreed in advance.

The landlord expects the tenant directly in the property, where he will show the tenant all the equipment, instruct the tenant on compliance with the rules, sign a lease contract together with a protocol of handover and acceptance of the Real Estate.

On the day of commencement of the lease, before arriving at the Real Estate, please call (at least 60 minutes in advance, phone number +420 777 944 120).

## **VII. Pets.**

Upon agreement, approved pets of a reasonable size can be accommodated in the Real Estate, and the tenant is responsible for their behaviour and cleanliness. The landlord will charge a fee of 50,- CZK / day for each pet.

## **VII. Claims.**

The landlord is responsible for the accuracy of the information provided on the website regarding the location, facilities and equipment of the Real Estate. If the tenant and his/her guests are prevented from using the object of the lease to the agreed extent for reasons not attributable to them or if the quality of the lease does not correspond significantly to the agreed conditions, the tenant has the right to make a complaint. The tenant may only make a complaint during the expected period of stay. A record of the complaint will be made and signed by the landlord and the tenant. The validity of the complaint will be assessed by the landlord and, if the landlord finds it justified, the tenant is entitled to a refund of a reasonable part of the rent, or the tenant and the landlord may agree on other compensation, e.g. a discount for a future stay, etc.

## **VIII. Personal Data Treatment.**

By submitting the order, the tenant confirms the truthfulness of the data provided and grants his/her consent to the landlord to process and store his/her personal data and the data of other persons in accordance with General Data Protection Regulation (GDPR) and the Act No. 110/2019 Coll., as amended, to the extent of the personal data provided, for the purpose of concluding and fulfilling the Lease Contract and registering guests in accordance with Act No. 565/1990 Coll., on local fees and Act No. 326/1999 Coll., on the residence of foreigners in the Czech Republic and on amending certain acts. The landlord undertakes to handle the personal data of the persons concerned in accordance with European Union law (in particular the GDPR) and relevant national legislation so that no third party has access to them. By submitting the order, the tenant agrees to the landlord using his/her e-mail address

for communication with him/her and for sending available offers. This consent may be revoked by the tenant at any time. Further information on the manner and scope of processing of personal data and the rights and obligations of the tenant are set out in a separate document published on the website.

## **IX.**

### **Final Provisions.**

These General Contractual Terms and Conditions come into force on 1.10.2021, are publicly available on the landlord's website and form an integral part of the contractual relationship between the landlord and the tenant. By paying the deposit/ advance payment for the rent, the tenant confirms that he/she has read these terms and conditions, that he/she understands them and agrees to them unconditionally and that the persons staying with him/her will get familiar with them. The landlord reserves the right to amend or update these General Contractual Terms and Conditions. After payment of the deposit/ advance payment for the rent in accordance with these General Contractual Terms and Conditions and the lease contract, changes to these terms and conditions may only be made in the form of written amendments agreed and signed by both parties.

By ordering the reservation and paying the advance payment for the rent to the account number of the landlord, the tenant expressly asks the landlord to start the performance of services according to these terms and conditions and the lease contract immediately after its conclusion within the meaning of Section 1823 of Act No. 89/2012 Coll., the Civil Code.

In the event that a dispute arises between the landlord and a tenant - a natural person, which cannot be resolved by mutual agreement, the tenant may submit a proposal for out-of-court dispute resolution to the České obchodní inspekci (Czech Trade Inspection Authority), Ústřední inspektorát – oddělení ADR (Central Inspectorate - ADR Department), Štěpánská 15, Prague 2, web : [adr.coi.cz](http://adr.coi.cz).

In Horní Chobolice, on 30.09.2021

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**Geltschberg, s.r.o.**



**Annex No. 1**  
**Protocol on Handover and Acceptance of the Property.**

**Geltschberg, s.r.o.**

Business ID No.: 49623303, VAT No.: CZ49623303  
with its registered office at Horní Chobolice no. ev. 6, 411 45 Liběšice  
represented by Pavol Kováčik, proxy

(hereinafter „**Landlord**“)

And

**Name and Surname:** [ ]  
**Permanent Residence:** [ ]  
**Date of Birth:** [ ]

(hereinafter „**Tenant**“)

execute the following record to evidence the hand-over and acceptance of the property and equipment to which they have agreed in the Contract for the lease of the Property entered by and into between them.

**I. Subject of Hand-over**

On this day the Tenant has accepted the following from the Landlord:

- (i) plot no. st. 95 in the cadastral area of Horní Chobolice, whose integral part is the building no. 28 (hereinafter „**Property**“);
- (ii) the equipment of the Property consisting mainly, but not exclusively, of a kitchen, washing machine, dishwasher, refrigerator, TV (hereinafter "**Equipment**"),
- (iii) 2 bunches of keys of the Property (each containing 2 keys).

**The Tenant and the Landlord jointly declare that the condition of the Property and the Equipment is excellent, without damage.**

**II. Meter Balances at the Handover Date**

- (i) electricity: \_\_\_\_\_; meter balance: \_\_\_\_\_(m<sup>3</sup>);

**III. Final Provisions**

The parties, having read this Handover Protocol, declare that they agree with its contents and that the aforementioned items have been handed over, in proof of which they affix their signatures below.

In \_\_\_\_\_, on \_\_\_\_\_

In \_\_\_\_\_, on \_\_\_\_\_

Landlord:

Tenant:

\_\_\_\_\_  
**Geltschberg, s.r.o.**  
Pavol Kováčik, proxy

\_\_\_\_\_  
[ ]

SAMPLE