

AGREEMENT ON THE SHORT-TERM RENTAL OF A HOUSE FOR RECREATIONAL PURPOSES

Agreement No.

S.I.D.VILLAS s.r.o.

ID No. 07665741

based at U Milosrdných 850/8, Praha 1, Staré Město 110 00

registered with the Municipal Court in Prague, Section C, File No. 305064

represented by Šárka Drbohlavová on the basis of a power of attorney dated 11 January 2019

(“Accommodation Provider”)

and

Full name

Date of birth

Address
.....

Telephone, email
.....

ID card/passport No.
.....

List of other accommodation users: on a separate sheet at the end of this Agreement

(“Accommodation User”)

(the Accommodation Provider and Accommodation User referred to as “contracting parties”)

hereby conclude, as of the day, month and year specified below and in accordance with the provisions of Section 2326 et seq. of Act No. 89/2012 Coll., the Civil Code (“Civil Code”) the following

Agreement on the Short-term Rental of a House in Greece for Recreational Purposes

(Agreement)

I. Introductory Provisions

1. The Accommodation Provider is the authorised tenant with the right to sublease the following property:

Villa number situated at the site **Pohoda Villas Resort** (Resort) in the cadastral territory of the local district of Kalandra, Chalkidiki, Greece, marked on the layout plan in Annex No. 1 to this Agreement and further described in Art. II. of this Agreement ("Recreational Facility" or "Villa").

2. The Accommodation User declares that it has read and understood the publicly available information on the Accommodation Provider's website at <http://www.pohodavillas.com> about the Recreational Facility, about the Resort, and other published information, particularly the booking system, the Accommodation Rules and General Business Terms and Conditions (GBTC) before signing this Agreement, and has clarified any uncertain points with the Accommodation Provider before making the booking and signing this Agreement and, after careful consideration, is interested in using the Recreational Facility including its parts and accessories in the Resort for temporary accommodation and recreational purposes.

II. Subject of Accommodation

1. The Accommodation Provider provides the Recreational Facility to the Accommodation User, under the terms specified by this Agreement for temporary accommodation for recreational purposes and the Accommodation User undertakes to pay the Accommodation Provider the agreed price for the accommodation and the services associated with the accommodation in accordance with the terms specified below in this Agreement.

Description of Villa:

This is a two-storey villa 145 m² in size, with 3 bedrooms (two bedrooms on the 1st floor and one on the ground floor), a living room connected to the kitchen and kitchenette, 2 bathrooms with WC, a balcony and an outdoor terrace, which opens directly into the Resort garden. The bathroom on the 1st floor has a bath; the other bathroom is on the ground floor and has a shower by the bedroom. There is a separate WC by the kitchen on the ground floor.

There is an outdoor dining table and chairs on the outdoor terrace.

The villa is fully furnished in the Mediterranean style. There is no television, but it does have a Wi-Fi connection.

All three bedrooms have a double bed with a 200×180 cm mattress, including bedding.

All bedrooms have air-conditioning.

The kitchen is fully equipped with a ceramic hob, a NESPRESSO coffee machine, fitted electric oven, dishwasher, fridge freezer, kettle, microwave oven, kitchen utensils (pots and pans) and porcelain crockery (shallow and deep plates, coffee/tea cups and mugs, glasses, salad bowls) and cutlery, wine glasses, water glasses, etc.

The villa has a hair dryer, towels, towels for the sea and pool and baby cots for infants, children's potties, children's seats for the table and a children's toilet seat on request, depending on occupancy.

Accommodation Users can use the shared laundry room, washing machine, dryer, iron and ironing board situated in the Facilities Building at the Resort marked on the Resort layout plan - see Annex No. 1.

The maximum number of Accommodation Users in the villa is 6 (plus a maximum of 2-3 children under the age of 5).

The Villa and Resort, including the swimming pool, are intended for Accommodation Users only, and not persons invited thereby or persons to whom they have given access (visitors). A breach of this duty is considered a gross violation of this Agreement.

2. Together with the Recreational Facility the Accommodation User will also be entitled to use the shared areas of the Resort, namely the parking spaces in the reserved parking area in front of the Villa, the outdoor barbecue, which is part of the Recreational Facility (not shared with other guests in the Resort), the shared outdoor pool with sun loungers and sunshades (Pool with Bathing Zone) and the shared garden (Garden). The rules for the use of the Pool with Bathing Zone and the Garden, including safety rules, are part of the Accommodation Rules.

3. The Accommodation Provider provides the following services together with the accommodation, the price of which is included in the agreed price as specified in Art. V. of this Agreement:

All utilities such as gas, electricity, WI-FI, air-conditioning in each bedroom, use of the pool, including towels, use of bedding, use of the barbecue, use of the shared washing machine and dryer, final cleaning of the Villa.

III. Purpose of Accommodation

1. The Recreational Facility is rented to the Accommodation User for temporary family recreational purposes. Upon signature of this Agreement the Villa is reserved for the Accommodation User (Booking).

IV. Accommodation Time, Handover and Cleaning of the Recreational Facility

1. The accommodation time is agreed from 5.00 p.m. on (Check In) until 11.00 a.m. local time on (Check Out).

The Accommodation Provider reserves the right to make changes to the Villa in the Resort prior to Check In. The villas in the Resort all have the same level of comfort and amenities, with the exception of Villa No. 4, which has a bedroom for newlyweds (four-poster bed) and with the exception of Villa No. 8.

2. The Accommodation User is obliged to move into the Recreational Facility on the first day of the accommodation between 5.00 p.m. and 11.00 p.m. local time (or, if agreed, even earlier if the Villa is not occupied on the same day) and to vacate the Villa on the last day of the accommodation by 11.00 a.m. local time and to return the Villa to the Accommodation Provider in the state it was in when the Recreational Facility was provided, with the exception of the final cleaning and washing bedding, which are done by the Accommodation Provider. If the Villa is found to be excessively dirty (i.e. more soiled than may be expected from normal use) the Accommodation User is obliged to pay a flat-rate cleaning fee of CZK 2,500 (approx. EUR 100). This flat-rate cleaning fee may be paid out of the security deposit paid in accordance with Art. V. of this Agreement.

The security deposit can also be used for damaged common areas such as the grill, which is to be returned clean (the Accommodation User will be fined CZK 500 (approx. EUR 20) for returning a dirty

grill, which will be used to pay for cleaning the grill), leaving a dirty pool through negligence or damaging the garden around the villa, etc.

3. The Accommodation Provider is entitled to cancel the booking or withdraw from this Agreement if the Accommodation User fails to pay the agreed price pursuant to Article V of this Agreement. The Accommodation Provider has the right to the extraordinary cancellation of the booking or withdrawal from the Agreement for an objectively justified reason, i.e. if the performance of the Agreement is impossible due to force majeure or other circumstances, in particular, unforeseeable and extraordinary circumstances outside the Accommodation Provider's control. If the Accommodation Provider justifiably withdraws from the Agreement, the Accommodation User will not be entitled to compensation.

4. The Accommodation Provider is entitled to withdraw from this Agreement without notice, in which case the Accommodation User is obliged to vacate the Recreational Facility and return it to the Accommodation Provider in the event of one of the gross breaches of this Agreement listed below:

i. Despite having been warned, the Accommodation User grossly breaches any of its obligations under this Agreement, particularly if he/she allows the use of the Resort, including the Swimming Pool, by third parties or damages items in the Recreational Facility or property at the Resort,

ii. Despite having been warned, the Accommodation User commits a gross breach of good morals;

iii. the number of people Checking-in to the Recreational Facility exceeds the maximum number of persons set out in this Agreement and no agreement on compensation has been reached between the contracting parties.

5. The Accommodation User is aware that it may not withdraw from this Agreement before the agreed expiry date and time. If it does so, and if the Accommodation Provider is able to prove that it incurred unavoidable damage as a result, the Accommodation Provider has the right to request that Accommodation User pay it compensation for such damage.

V. Price of Accommodation, Maturity

1. Price

The contracting parties have agreed that the price for the use of the Recreational Facility is CZK for nights ("price"). The agreed Price excludes VAT and does not include local fees and taxes. If, as a result of a change in generally binding regulations, rent is subject to VAT or an obligation to pay fees according to local generally binding regulations, the Accommodation Provider has the right to charge the guest the relevant taxes or fees not included in the rental price.

2. Maturity of price

The price must be paid to the Accommodation Provider in full no later than within 30 days before checking into the accommodation (Check In), either in cash, by bank card or by bank transfer to the Accommodation Provider's bank account held with Česká spořitelna a.s.:

Bank account number: 5526952359/0800

Recipient: S.I.D. VILLAS, s.r.o.

Variable symbol: Agreement number

Note for recipient: Full name of Accommodation User

After receiving the booking confirmation/after signing this Agreement, **an advance payment amounting to 50 % of the total rental fee must be paid within 3 days. The balance of the price is payable no later than within 30 days before the agreed Check In date. The price is payable in full when booking/signing the Agreement less than 30 days in advance.**

Together with the balance of the price, a security deposit in the amount of CZK 10,000 must also be paid, either by bank card or by bank transfer to the account held with Česká spořitelna a.s.:

Bank account number: 5526952359/0800

Recipient: S.I.D. VILLAS, s.r.o.

Variable symbol: Agreement number

Note for recipient: Full name of Accommodation User

The security deposit will be used to cover the legitimate monetary claims of the Accommodation Provider, particularly in the event of any damage to the Accommodation Provider's property, damage to items in the Villa and the Resort, debts, etc.

After any of the Accommodation Provider's claims have been deducted the security deposit will be returned to the Accommodation User no later than within 3 (three) days of the Check Out date and the return of the Villa to the Accommodation Provider – to the account from which the security deposit was paid, or to an account specified by the Accommodation User in writing to the Accommodation Provider by email at info@pohodavillas.com.

The price is considered paid the instant the entire sum as specified in paragraph 1 of this article is credited to the bank account specified above.

If there is a delay of more than 4 working days in the payment of the price (advance payment, balance), the Accommodation Provider is entitled to terminate the booking and withdraw from this Agreement.

3. Change to Booking terms

All changes to bookings (changes to names, changes to the Villa, booking date, etc.) must be made in writing by sending an email specifying the required change to info@pohodavillas.com. Each change will subsequently be confirmed, if that change can be made. If a change cannot be made, the Accommodation User will be informed in writing (by email) by the Accommodation Provider. All confirmed changes – Change Sheet – become parts of this Agreement.

4. Cancellation of a Booking, cancellation fees

The Accommodation User has the right to cancel the order/booking and terminate this Agreement at any time prior to Check-In. The order/booking can be only be cancelled in writing, exclusively by the person who submitted it and from the same email from which it was made. To determine the amount of the cancellation fee, the date of delivery of the request sent to the Accommodation Provider by the Accommodation User by e-mail shall be decisive. Unless agreed otherwise by the contracting parties in writing, the Accommodation User will be charged the following cancellation fees in the event of the cancellation of an order/booking:

If a Booking is cancelled **within 60 days** before the Check In date, the cancellation fee is **50% of the price of the accommodation.**

If a Booking is cancelled **within 30 days** before the Check In date, the cancellation fee is **100 % of the price of the accommodation.**

When leaving earlier or later than the dates specified in this Agreement, the Accommodation User is not entitled to any refund on the Price paid or part thereof.

VI. Further Rights and Obligations of the Parties

1. The Accommodation Provider is responsible for the provision of the ordered services and their quality and for the veracity of information about the rental of the villa. The Accommodation User has the right to make any complaints without undue delay, but only during his/her stay. A record of the complaint must be drawn up between the Accommodation Provider and Accommodation User at the moment of the complaint. In case of a breach of obligations under this Agreement, the binding General Terms and Conditions or Accommodation Rules – e.g. by providing false information in the order (on the number of persons, pets), the Accommodation Provider may require financial compensation on the spot, or the Accommodation Provider is entitled to immediately terminate the contractual relationship and expel all persons staying with the Accommodation User from the Villa, if an agreement on compensation is not reached. The Accommodation Provider is entitled to proceed similarly in case of a repeat or gross breach of obligations stipulated by generally binding legal regulations (e.g. damage of property, gross breach of peace at night, etc.)

2. The Accommodation Provider is not liable for damages, or the damage or theft of items and personal belongings of persons during their stay in the villa. The Accommodation Provider bears no liability for injury or other harm to persons using the villa. The stay and movement of persons throughout the whole property, on all premises and on land connected therewith is at the sole risk of the Accommodation User and all persons staying therewith.

3. The Accommodation User will not request that the Accommodation Provider take custody of cash, jewellery or other valuables.

4. The Accommodation Provider will provide the Accommodation User with the Recreational Facility in a condition fit for proper use and will enable the Accommodation User to fully exercise its rights associated with the accommodation.

5. The Accommodation User must use the Recreational Facility and the services relating to the accommodation in a due and proper manner; the Accommodation User may not make any substantial changes to the Recreational Facility without the consent of the Accommodation Provider. Smoking is prohibited inside the Recreational Facility. Smoking is permitted outside on the terrace.

6. The Accommodation User is obliged to comply with the Accommodation Rules, which comprise Annex No. 2 to this Agreement.

7. The Accommodation User is obliged to comply with the Safety Rules and Fire Rules, which form part of the Accommodation Rules.

VII. Final Provisions

1. The rights and obligations of the contracting parties not covered by this Agreement are governed by the relevant provisions of Act No. 89/2012 Coll., Civil Code.

2. This Agreement may only be amended in the form of written numbered addenda signed by both the contracting parties.

3. If, at any time after this Agreement has been signed, it becomes apparent that any of its provisions are invalid, ineffective or unenforceable, the contracting parties undertake to promptly replace such provisions with new provisions that most closely approximate the economic intent of the original provisions, worded to ensure that they are valid, effective and enforceable.

4. This Agreement has been drawn up in two copies, of which each party receives one copy.

5. This Agreement becomes valid and effective on the date it is signed by the last contracting party.

6. The contracting parties jointly declare that this Agreement has been concluded as an expression of their true and free will, in proof of which they attach their signatures.

In, on

Accommodation Provider:

Accommodation User:

S.I.D.VILLAS s.r.o.
Ing. Jiří Pospíšil
Company executive

Annexes:

List of other accommodation users

Annex No. 1: List of other Accommodation Users

Annex No. 2: Villa layout plan

Annex No. 3: Accommodation Rules

Annex No. 4: General Business Terms and Conditions

Annex No. 1

List of other accommodation users, including children

Accommodation User No. 2

Full name

Date of birth

Address
.....

Telephone, email
.....

Number OP /pas

Accommodation User No. 3

Full name

Date of birth

Address
.....

Telephone, email
.....

ID card No. and issue date
.....

Accommodation User No. 4

Full name

Date of birth

Address
.....

Telephone, email
.....

ID card No. and issue date
.....

Accommodation User No. 5

Full name

Date of birth

Address
.....

Telephone, email
.....

ID card No. and issue date
.....

Accommodation User No. 6

Full name

Date of birth

Address
.....

Telephone, email
.....

ID card No. and issue date
.....