

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

**Agreement No. ....**

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

ID No. 07665741

registered office: 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”)**

*List of other accommodation users, maximum 6 adults in total, is attached (separate sheet) as an integral part of the Agreement, MUST BE COMPLETED and sent with the signed agreement!*

*(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**, postcode: 63077, marked on the layout plan under number ..... in Annex No. 2 hereof and further described in Art. II. hereof (“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 matter 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-floor villa of 145 m<sup>2</sup>, 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 outdoor furniture on the outdoor terrace.

The villa is fully furnished in the Mediterranean style. There is no television, but it has 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 and freezer, kettle, microwave oven, kitchen utensils (pots and pans) and porcelain crockery (soup and dinner plates, coffee/tea cups and mugs, glasses, salad bowls) and cutlery, wine glasses, water glasses, etc.

The villa has a hair dryer, towels and beach towels. The baby cots, children's potties, children's seats for the table and children's toilet seats are available 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. 2.

**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 the 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, beach towels; bedding, towels and beach towels are provided for the entire stay (7 nights) and they are not changed. This does not apply to rent for more than a week, when the villa is cleaned every 7 days and bed linen and towels are changed. Use of the barbecue, use of the shared washing machine and dryer, final cleaning of the Villa (daily cleaning or other regular cleaning is not provided).

### **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 period, Handover and Check Out from the Recreational Facility**

1. The accommodation period is agreed from 5.00 p.m. on ..... (Check In) to 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 the 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 check in 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, 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 dirty 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 (aprox. EUR 20) for returning a dirty grill, which will be used to pay for cleaning the grill, leaving a dirty pool due 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 any 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 they allow the use of the Resort, including the Swimming Pool, by third parties, or they damage 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 period. 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, Security Deposit**

### **1. Price**

The contracting parties agree that the price for the use of the Recreational Facility is EUR ..... for ..... nights ("price"). The agreed Price excludes VAT and does not include local fees and taxes. In case, as a result of a change in generally binding regulations, rent is subject to VAT or to 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 and security deposit

a) After receiving the booking confirmation and after signing this Agreement, **an advance payment amounting to 50 % of the total rental fee must be paid within 3 days** by bank transfer to the Accommodation Provider's bank account held with Česká spořitelna a.s.:

**Bank account number: 1999335213/0800 EUR**

**Bank: Česká spořitelna a.s.**

**IBAN: CZ4908000000001999335213**

**SWIFT GIBACZPX**

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

**Variable symbol (payment identifier): Agreement number**

**Note for recipient: Full name of Accommodation User (must be completed!)**

All bank charges related to cashless payments to the Accommodation Provider's account will be paid by the Accommodation User.

b) The balance of the price is payable no later than within 30 days before the agreed Check In date.

c) The price is payable in full when booking/signing the Agreement less than 30 days in advance.

d) For online payments via the reservation system on web pages, 100 % of the total rental amount must be paid in advance.

e) The price is considered paid when the entire sum as specified in paragraph 1 of this Article is credited to the bank account specified above.

f) 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.

**g) Together with the balance of the price, a security deposit in the amount of 400 EUR must also be paid, by bank transfer to the account held with Česká spořitelna a.s., which is the same account as for the booking. The security deposit cannot be paid or refunded by credit card. For online payments, cash security deposit is an exception.**

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.

### **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 the 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 its part.

## **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 their stay. A record of the complaint must be drawn up between the Accommodation Provider and the 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 the Accommodation Rules – e.g. by providing false information in the order (about a 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 any 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 will 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. 3 to this Agreement.
7. The Accommodation User is obliged to comply with the Health and 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 as 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:

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

**Annexes:**

Annex No. 1: List of other Accommodation Users (**must be completed and sent with the Agreement**)

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 .....

ID card no. /passport .....

### 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 .....