

Lease Contract for Motorhome and Services
No / 2020 (Use as a variable code for the payment)

LESSOR	LEASEE
Caravan Holidays, sro.	
Lékařská 291/6	
Praha 5	
Tax ID: CZ24274828	ID No.:
Bank Account: 2701119804/2010 IBAN: CZ9720100000002701119804 SWIFT: FIOBCZPPXXX Fio Banka a.s., V Celnici 1028/10 (Millennium Plaza), 117 21, Praha 1	Passport No.:
andrlik@caravanholidays.cz , +420 602208228	Mobile No.I:

concluded on the day, month and year, the "Lease Contract for motorhome and services".

I.

Subject of Lease

1. The Lessor agrees that Lessee to use motorhome (hereinafter referred to as "vehicle"):

a. TYPE	b. License plate / chassis number
..... / ZFA2500000.....

1. The Lessee agrees for the temporary use of a vehicle to pay the agreed rent for the period and under the conditions set forth in this Agreement.

II.

Term of Lease

1. Rent shall be valid:

Start of Lease (date/hour):	End of Lease (date/hour):	Total No. of days:
..... from 9:00 am until 6:00 pm	

III.

Rent

1. The Lessee shall pay Lessor for use of a vehicle rentals according to the valid price list:

.....,-	CZK incl. VAT	By words:	
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2. The rent includes mileage of km, if the Lessee traveled with the vehicle more kilometers than this limit, he agrees to pay the lessor teh mileage in excess of the threshold 6 CZK (including VAT) for each kilometer above the threshold. The Lessor reserves the right to deduct the price for excess mileage from the security deposit listed below.

3. The Lessee shall pay Lessor 30% of the total rent aount on the day of signing of this agreement or the due date of the invoice issued by the Lessor. Remaining 70% of the total rent amount has to be paid by the

Lessee to the Lessor no later than 30 days before the lease start referred to in Article II.1. or on the due date of the invoice for 70% of the total rent amount.

4. The Parties specifically agree that the Lessor is entitled to refuse to hand over the vehicle to the Lessee in case the Lessee in accordance with this contract does not pay the rent or security deposit within the agreed time.

5. The Lessee is obliged to pay the Lessor a security deposit in the amount of CZK 25,000, in order to ensure payment of any future damage caused by the Lessee to the vehicle or its accessories or other reimbursement claims the Lessor to the Lessee that the Lessor incurs in connection with the lease vehicle under this contract or generally binding legislation (such as fines and other fees associated with the use of the motor vehicle). Deposit in the previous sentence is due not later than on the day the vehicle is handed over to Lessee and can be paid by bank transfer or pre-authorization of the amount of CZK 25,000 per Lessee credit card, payment in cash is not possible. In case of emergency, especially traffic accidents, damage or theft, the deposit will be charged promptly after determination of potential liabilities of the Lessee to the lessor. The Lessor is entitled to set off against the obligation to pay back the deposit after termination of the lease the Lessee bails all secured debts, which will result in the Lessee (payable or not). Security deposit refund will be made by the lessor no later than on 14 July 2016.

6. The Lessee is entitled to unilaterally cancel the contract, subject to the following conditions. Cancellation of the contract must be made in writing and the contract is canceled on the day the Lessee a written act containing unilateral cancellation delivered to the Lessor. In the case the Lessee cancels this agreement 30 or more days before the agreed Lease start date, the Lessee is not obliged to pay the lessor any cancellation fee. If the Lessee cancels the contract within 29 to 15 days before the Lease start date, Lessee shall pay to the Lessor a cancellation fee of 30% of rental amount. If the Lessee cancels the contract within 14-7 days before the Lease start date, Lessee shall pay to the Lessor a cancellation fee of 50% of rental amount. If the Lessee cancels the contract less than 7 days before the agreed Lease start date, Lessee is required to pay to the lessor the full amount of the agreed rent. The day, on which the booking was canceled, will be included in the above mentioned number of days basis for calculating the cancellation fee.

7. Hire a vehicle under this contract may be extended only by written agreement of the contracting parties. In case of not returning the vehicle on the End of the lease day, the vehicle will be considered as stolen by the Lessee and this will be promptly reported to the police.

8. In the event that the Lessee is late paying rent, the Lessor is obliged to pay a penalty amounting to 0.05% of the outstanding amount for each day of delay. The obligation to pay rent continues even if the vehicle will be crashed or otherwise immobile from guilt of Lessee.

9. Invoice issued by the lessor must contain information in accordance with the VAT Act, as amended.

10. Rent fee includes:

Summer or winter tire set, mandatory vehicle insurance, international insurance - green card (while traveling abroad), accident insurance throughout Europe with participation of 10%, min. 10.000, - CZK, assistance, road tax vignette for the Czech Republic, Slovakia and Austria, the fee for radio, continuous assistance services related to travel, especially assistance in exceptional situations, technical advice to the vehicle, organizational and other assistance.

The fee also includes the camping equipment - a list of the equipment is part of the "Vehicle handover protocol".

11. Rent fee does not include:

Fuel costs and distilled water, if necessary antifreeze used in windscreen wipers, possible headlamp repairs, tire punctures, damages on tires and wheels.

IV.

The rights and obligations of the parties

1. The Lessor agrees to hand over the vehicle at the time of the Lessee under Art. II. this contract and at the agreed place, or in the place of the Lessor at **Kuchařík 17, Prague – West, (GPS: 49°58'33.8"N 14°14'47.8"E)**. Along with the vehicle the Lessor will hand over to Lessee vehicle accessories and documents needed to operate the vehicle. Upon the handover of the vehicle, Vehicle Handover protocol will be drawn up and signed by the parties.

2. The lessor shall hand over the vehicle to the Lessee in good technical condition, fit for operation and for use in accordance with generally binding legislation. The Lessor will hand over to the Lessee the vehicle after checking the counter mileage, engine oil, coolant and brake fluid, tires, lights, battery and completeness of mandatory equipment in accordance with Decree MD no. 341/2002 Coll.

3. The Lessor is obliged to provide for the entire duration of the lease compulsory liability insurance of motor vehicles incl. "Green Card" insurance and emergency vehicles (in Europe) - 10% participation, minimum of CZK 10,000. Other insurance, if necessary, will be organised by the Lessee. Seats, luggage and personal belongings of the Lessee is not insured.

4. The Lessee is entitled to use the vehicle for the purpose for which the vehicle is usually used, in accordance with generally binding legislation. The Lessee is obliged to adhere to any legislation and the rules governing the operation of vehicles on the road in force in the country. Lessee will pay to the lessor for any damage it had caused the breach of this obligation.

5. Lessee is obliged to ensure that the vehicle is not damaged, avoid excessive wear, loss, or destruction. The Lessee is obliged to notify the Lessor without undue delay of any incurred damage, destruction or loss. Necessary repairs while driving can be made only by a person qualified to do so. Costs associated with the repair are borne by the Lessor, provided that the damage was not caused by the Lessee. Any repairs at a price higher than CZK 2,000 should be made only with a prior consent of the Lessor.

6. Lessee undertakes not to hand over the Vehicle to the persons other than those mentioned in the list of authorized persons:

Responsible Person		Responsible Person	
Name and Surname		Name and Surname	
Date of Birth		Date of Birth	
Address		Address	
Driving Licence No.		Driving Licence No.	
Date Issued		Date Issued	

7. Lessee is not entitled to pass the Vehicle to any other person or entity other than a person referred to in the previous paragraph, or use the vehicle for taxi purposes, attend any vehicle races or provide it as sublease or borrowing.

8. The Lessee is obliged in case of a traffic accident, in which there is a damage to the vehicle, notify the traffic police and the Lessor. In a similar way, the Lessee shall proceed even if the vehicle is stolen or damaged.

9. Damages, for which the Lessee does not submit a Police Protocol confirming a damage caused by a third party, shall be deemed as a damage caused by the Lessee. Vehicle insurance is taken out an insurance policy with a deductible of 10%, at least 10 000 CZK (insurance participation) for each insured event. In case of any damages to the Vehicle, the Lessee pays the insurance participation. In cases where insurance does not cover for damages, the Lessee is liable to the Lessor for the entire amount of damages. In case of any damages, which will require a repair or intervention by an authorized service company Fiat or Burstner, or any damages, which have to be reported as an insurance claim, the Lessee is required to pay to Lessor all expense related to the authorized service intervention and administration expenses in the fixed amount of CZK 4.000.

10. If there is damage to a vehicle caused by any breach of duty by the Lessee (the influence of alcohol or unauthorized modifications to the vehicle, improper use of motorhome and its equipment, letting an unauthorized person drive the vehicle etc.), the Lessee is obliged to pay the Lessor damages which are refused by the Insurance company due to the breach of obligations set by the Insurance policy.

11. Lessee acknowledges, that in the event of an accident or vehicle breakdown, Lessee is not entitled to a replacement vehicle or any other compensation beyond the agreed assistance services provided by insurance company.

12. In case of loss of Vehicle registration certificate or keys from the vehicle during the lease period, the parties agree Lessee's obligation to pay necessarily incurred costs related to the new Vehicle registration certificate, or keys. If the Lessee after the termination of the lease will not return with the vehicle registration certificate, he is obliged to pay the Lessor a contractual penalty in the amount of CZK 2,000 incl. VAT in case of failure to return the keys to the vehicles incl. accessories contractual penalty in the amount of CZK 4,000 incl. VAT. Payment of the specified penalty does not affect the obligation of the Lessee to pay for damages.

13. Lessee is not entitled to make the vehicle drive for hire and reward, not to excessively overload the vehicle above the permissible level and to participate in a competition car rides.

14. Lessee is obligated to use all safety devices in the vehicle.

15. Lessee agrees not to use any form of advertising on the vehicle (stickers etc.), without the prior written consent of the Lessor.

16. Lessee agrees to pay the lessor of all fees, fines and penalties, if the obligation of their payment will be made by public authorities ordered the Lessor because of the Lessee.

17. Smoking in all areas of the vehicle is strictly forbidden, whether in motion or stationary. Any modifications (pasting, screwing, drilling, etc.) are prohibited.

18. Lessee is not entitled to carry in the vehicle any dogs, cats and other animals. In case of violation of this provision the Lessee will at his own expense cover any damage and pollution caused by the presence of an animal in a vehicle and to pay a fine to the Lessor in the amount of CZK 5,000.

19. Lessee is not allowed to transport any dangerous substances or materials. The Lessee is not entitled to use the car for work purposes.

20. Lessee is not allowed while driving to use the DVD player, which is part of the built-in navigation system Zenec.

V.

Lease termination and withdrawal

1. Rental relationship terminates on the date and time specified in the contract, or by the Cancellation of the Lessee under the terms of this agreement or by notice from the Lessor.

The Lessee is obliged to return the vehicle to the lessor in the condition in which he took with regard to normal wear rate, at a time according to Art. II. this contract and at the agreed place, or at the seat of the Lessor, with the same level of fuel (diesel) as it was taken. In case on any fuel missing in the tank, Lessee pays the value of the missing fuel and the contract fee of CZK 500 incl. VAT. Lessee is obliged to empty waste bin and chemical toilet cassette must be emptied, flushed and cleaned. In the case of returning the car polluted beyond regular use (spills and other pollution unrecoverable normal cleaning) or with not flushed toilet cassette, Lessee is obliged to pay the value of washing, cleaning and contractual fee of CZK 2,500 incl. VAT.

2. The lessor may terminate the Lease before the agreed time, under these condition that the Lessee:

- Fails to report to the traffic police any traffic accidents, or other factors, due to which there was damage to the vehicle.
- Performs adjustment, replacement parts or repairs to the vehicle without the consent of the Lessor. This does not apply in cases of emergency when such modification or replacement is necessary, to prevent damage to the vehicle or prevent subsequent damage by a Lessee.
- Breaches of its obligations under this contract.

3. In the event of termination contract expires when the notice is delivered to the Lessee. Lessee after termination of the contract termination shall be obliged to hand over the vehicle to the lessor. Denunciation may also be made by email or text messages sent to Lessor mobile phone in case of premature termination, the Lessee is obliged to return the vehicle to the lessor within 48 hours after receipt of notice.

4. The Lessor has the right to unilaterally withdraw from the contract if the vehicle was during the previous borrowings stolen or damaged in an accident in a way that is not eligible to ride. The Lessor is obliged to inform immediately Lessee after he learned of this fact and also is obliged to use its best efforts to arrange for a replacement vehicle, which will match the specs and features of the vehicle referred to in Article I.1. In case

of contract withdrawal Lessor must return the deposit paid and the rent paid in full amount to the Lessee, within 5 days from the date of withdrawal.

5. In the event of termination of the contract the Lessee is obliged to return the rented vehicle washed and clean on the hour and date specified in the contract. The return of the vehicle shall be recorded in the protocol.

6. If the vehicle is not returned due to Lessee in the day and at the appointed hour, according to Art. II, the lessor reserves the right to declare the vehicle as stolen and immediately inform the police. If the vehicle is returned later than on the day and at the appointed hour , the Lessor reserves the right to charge a contractual penalty of CZK 10,000 incl. VAT for each day of delay in returning the vehicle. To pay this contractual penalty lessor is entitled to set off its obligation against payment of a security deposit under this contract. Payment of the penalty does not affect the right of the Lessor to demand damages.

VI.
Specific provisions

1. The Lessor agrees the Lessee will travel with the vehicle to any of the European countries.

VII.
Final Provisions

1. This contract shall become effective upon signature by representatives of both parties.

2. The contract will be executed in two copies, each party will receive one

6. Integral part of this contract is the "Vehicle Handover Protocol", all signed by the Lessor and Lessee during the vehicle handover.

7. All amendments must be made in writing to annex to the contract.

8. The Parties are required during the contract to notice to the other party any changes in address, the residence or other changes that could affect the proper performance of the obligations under this contract.

In Prague on:

Lessor:

Lessee: