

**FERIENHAUS
MIETVERTRAGE**

Between

XXXXX,

Address: Prostredni Becva 15
756 56 Prostredni Becva

- hereinafter landlord -

and

XXXX,

Represented by:

Address:

- hereinafter tenant -

on the rental of the following rental property: Holiday home - ground floor / first floor

§ 1

Rental object and key

(1) The landlord rents the following accommodation ("rented property") to the tenant:

Chalet-Beskydy, Prostredni Becva 15, 756 56 Prostredni Becva

(2) The rental property is rented for a total of 12 persons, including 2 children. The house rules enclosed apply. The rental property is not a smoking property.

(3) The rental property is fully equipped and furnished and is rented with the following equipment:

Number of bedrooms:

Number of living rooms:

Number of dining rooms:

Number of kitchen:

Number of bathrooms:

Storage room

Parking space (car):

Balcony:

Terrace:

Shared use of the garden is permitted.

Size of the rented rooms: approx. sqm

Other:

Barbecue, terrace lounges, pools, garden lounges

(4) The following equipment is provided separately - at an extra charge:

Bars, barbecue materials, sauna,

(5) These are available for a one-off fee of: €10 per day

(6) The tenant is entitled to use the following facilities during the rental period:

- Pitch

- Swimming pool

- Washing machine

- TV with cable / satellite / internet

- Dishwasher

- Separate telephone connection if required Costs are to be borne by the customer, payment in advance

- In addition, the following facilities can also be used:

as described above

(7) The tenant shall receive the following keys for the duration of the rental period:

- 1 house key
- 1 gate key

§ 2

Rental period, arrival and departure

(1) The leased property is leased to the tenant for the period from 00.00.2023 to 00.00.2023.

(2) Arrival is from 3 pm to 8 pm on the day of arrival.

(3) Departure is from 8 a.m. on the day of departure and by 10 a.m. at the latest.

(4) Should the arrival take place after 8 p.m., the tenant must inform the landlord accordingly. The tenant is requested to check the inventory list in the rented property immediately after arrival and to inform the landlord or the contact person named by the landlord of any missing items no later than on the day following arrival. On the day of departure, the tenant shall hand over the rented property to the landlord by 10 a.m. at the latest, cleared and in a swept clean condition. At the same time, the tenant shall carry out the following work himself/herself: Removing the bed linen, washing the dishes and emptying the waste paper baskets and rubbish bins.

§ 3

Rental price and method of payment

(1) The basic rental price is (in euros): 0.00€.

(2) The following additional costs are incurred:

1. for the duration of the rental period the following costs of a one-time final cleaning in the amount of: 25 €.

Bed and bath linen, towels and cleaning products are included in the price.

(3) The total price for the rent for the rental property is:

0,00 €

(4) Payment of the rental price shall be made - by bank transfer - to the following account:

Account holder: Dirk Schmuhl

IBAN: CZ48080000002030104213

BIC: GIBACZPX

Banking institution: Sparkasse

(5) The tenant has to pay the rental price of the rental object, i.e. 14 days in advance, i.e. by: 00.00.2023, after which the booking automatically expires.

(6) At the end of the rental period, the Tenant shall hand over the rented property to the Landlord vacated and swept clean in a proper condition and hand over the keys to the Landlord.

§ 4

Deposit

(1) The deposit of € 250 is payable on site on arrival and will be refunded after the rental period less any consumption costs by bank transfer within on the day of departure.

(2) The deposit shall not bear interest.

(3) The return transfer of the deposit shall be made to the following account:

Account holder: _____

IBAN: _____

BIC: _____

Banking institution: _____

§ 5

Waste

The tenant is obliged to dispose of any waste generated in the following manner:

Glass, plastic, organic waste and paper are to be placed separately in the prescribed containers.

§ 6

Due diligence

(1) The tenant and his relatives shall treat the premises of the rented property and the furnishings with care. The tenant shall be liable to pay compensation for culpable damage to furnishings, rented rooms or the building as well as the plant belonging to the rented rooms or the building. This shall only apply if such culpable damage was caused by the tenant, an accompanying person or visitors of the tenant. Damage caused in the rented rooms, insofar as the tenant is not obliged to remedy it himself, must be reported to the landlord (or a contact point) without delay. Upon moving into the premises, the tenants are obliged to check the furnishings for completeness and fitness for use and to report any defects to the landlord without delay.

(2) The Lessor shall be liable for the accuracy of the description of the rented property and shall be obliged to duly provide the contractually agreed services and to maintain them during the entire rental period. The Lessor shall not be liable pursuant to § 536a BGB. The Lessor's liability for damage to property in tort is excluded unless it is based on a wilful or grossly negligent breach of duty on the part of the Lessor or his vicarious agent. The Lessor shall not be liable in cases of force majeure (e.g. fire, flood, etc.).

§ 7

Termination by the landlord

The landlord may terminate the contractual relationship before or after the start of the rental period without notice if the tenant, despite prior warning, fails to make the agreed payments (down payment, balance payment and deposit) on time or otherwise behaves in breach of the contract to such an extent that the landlord cannot reasonably be expected to continue the contractual relationship. In this case, the landlord may demand compensation from the tenant for the expenses incurred up to the termination and for the loss of profit. This also applies to the violation of the house rules.

§ 8

Termination of contract due to exceptional circumstances

The rental contract may be terminated by either party if the performance of the contract is considerably impeded, endangered or impaired as a result of force majeure unforeseeable at the time of conclusion of the contract. Both contracting parties shall be released from their contractual obligations. However, they must reimburse the other contracting party for services already rendered.

§ 9

Animal husbandry

Animals, in particular dogs, cats and the like, may not be kept or temporarily kept in the rented property under this tenancy agreement.

§ 10

House rules

House rules will be provided to the tenant. Tenants are generally requested to show mutual consideration. In particular, disruptive noises, namely loud door throwing and such activities that disturb the other tenants through the resulting noise and impair domestic tranquillity, are to be avoided. Playing music and other loud noises must be avoided between the hours of 22 - 06. Radio, television and phonograph equipment must be set to room volume only.

§ 11

Amendments to the contract

Amendments and supplements to this contract must be made in writing. This also applies to the amendment of this written form clause.

§ 12

Severability clause

(1) Should individual provisions of this contract be invalid or unenforceable or

become invalid or unenforceable after conclusion of the contract, this shall not affect the validity of the rest of the contract. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision whose effects come as close as possible to the economic objective pursued by the contracting parties with the invalid or unenforceable provision.

(2) The rental contract for the holiday apartment/holiday home described enclosed is bindingly concluded when the rental contract enclosed has been signed by the tenant and received by the landlord. The holiday apartment/holiday home is rented to the tenant for the specified contract period exclusively for use for holiday purposes and may only be occupied by the maximum number of persons specified in the rental contract.

(3) Czech law shall apply. All disputes arising from this contractual relationship shall be subject to the jurisdiction of the local court in whose district the defendant has his general place of jurisdiction. For actions of the lessor against merchants, legal entities under public or private law or persons who do not have a general place of jurisdiction in Germany or who have moved their place of residence or habitual abode abroad after conclusion of the contract or whose place of residence or habitual abode is not known at the time the action is brought, the place of residence of the lessor is agreed as the exclusive place of jurisdiction.

Prostredni Becva, 00.00.2023

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Signature of the landlord

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Signature of the tenant