

LEASE AGREEMENT

concluded pursuant to § 663 and seq. of the Act No. 40/1964 Coll. of the Civil Code and the relevant provisions of Act No. 513/1991 Coll. of the Commercial Code
(hereinafter referred to as the „Agreement“)

Lessor

Business name: Ján LAUČÍK
Place of business: Riečna 419/32 , 03104 Liptovský Mikuláš
Address of the establishment: Smrečianska 14/1 ,03104 Liptovský Mikuláš
Company Identification Number: 35 164 794
Taxpayer Identification Number: 1033535338
Telephone contact: +421 905 693 403
E-mail: office@skialp-rental.com
Registered at: Okresný úrad Liptovský Mikuláš
Trade Registration Number : 505-6472

(hereinafter referred to as the „Lessor“)

Lessee

Name and surname:
Permanent / temporary residence:
Identity document:
Telephone number:
E-mail:

(hereinafter referred to as the „Lessee“)

ARTICLE I. SUBJECT-MATTER OF THE LEASE

1. The Lessor is the owner of the movable property:

(hereinafter referred to as the “**subject-matter of the lease**” or the “**leased object**”).

2. The Lessor undertakes to lease the subject-matter of the lease to the Lessee and the Lessee undertakes to pay the Lessor for the use of the subject-matter of the lease under the conditions specified in this Agreement.
3. The Lessee confirms with his signature that he was familiar with the Lessor’s general terms and conditions and agrees with them.

**ARTICLE II.
DURATION OF THE LEASE**

1. The Contracting parties agreed on a fixed-term lease.

Beginning of the lease:

Termination of the lease:

The day of the beginning of the lease means the day when the subject-matter of the lease is picked up in accordance with Article I point 1 of this Agreement. The Contracting parties undertake to write a handover protocol on handing over the object of the lease. The protocol is an integral part of this Agreement.

2. Based on the Agreement of the Contracting parties (by phone or email) the lease can be extended.

**ARTICLE III.
PRICE AND PAYMENT TERMS**

1. The Contracting parties have agreed that the price for the subject-matter of the lease is payable upon taking over the subject-matter of the lease in accordance with Article I point 1 of this Agreement in cash to the Lessor and will be specified in the acceptance protocol, which forms Annex no. 1 to this Agreement.
2. In case of skialp equipment lease, a financial guarantee is charged. The amount of the advance will be specified in the acceptance protocol, which forms Annex no. 1 to this Agreement.

**ARTICLE IV.
RIGHTS AND OBLIGATIONS OF THE PARTIES**

1. The Lessor undertakes:
 - a) to hand over the subject-matter of the lease to the Lessee in a condition suitable for proper use,
 - b) to enable the Lessee to use the subject-matter of the lease under the conditions agreed in this Agreement and ensure the unhindered exercise of the rights connected with the lease.
2. The Lessee undertakes to use the subject-matter of the lease properly, to protect it from damage, deterioration, theft or destruction.
3. The Lessee bears full responsibility for damage to the leased object during the lease period, whereby normal wear is taken into account when assessing the technical condition upon return.
4. The Lessee is not authorised to sublease the subject-matter of the lease (or to transfer the use of the leased object to a third party for any title or in any way).

6. The Lessee is obliged to return the subject-matter of the lease in the same good condition, in which he took it over from the Lessor.
7. In case that the duration of the lease in accordance with Article II point 1 of this Agreement is longer than 60 days, it is necessary to deliver the subject-matter of the lease to the Lessor for a service check after telephone or email consultation (in case of a longer lease period, after every 60 days of the lease).
8. The Lessor is not responsible for any damage to health suffered by the Lessee while using the leased object.
9. The Lessor is obliged to set the subject-matter of the lease in accordance with Article I. point 1 (ski and skialp bindings) according to the standard ISO 11088:2023 (according to body weight, body height, length of ski boot sole, skiing ability).
10. The Lessee is not authorised to intervene in the adjustment of the leased object in accordance with Article I. point 1 (ski and skialp bindings).

**ARTICLE V.
SANCTIONS**

3. In the case that the Lessee damages the subject-matter of the lease, he undertakes to compensate the Lessor for the damage caused by him. The amount of damage is understood to be the retail price of the damaged subject-matter of the lease, which is specified in the acceptance protocol, which forms Annex no. 1 to this Agreement.

**ARTICLE VI.
TERMINATION OF THE LEASE**

1. The lease shall terminate upon expiry of the term of lease, for which it was agreed in accordance with Article II. point 1 of this Agreement.
2. The lease can also be terminated by mutual agreement of the Contracting parties before the expiry of the agreed lease period by telephone or email.

**ARTICLE VII.
FINAL PROVISIONS**

1. The Agreement shall become valid and effective on the day of being signed by both Contracting parties. It has been made in two counterparts in the Slovak language, of which one is for the Lessor and one for the Lessee.
2. Legal relations between the Lessee and the Lessor, which are not regulated in the Agreement, are governed by Act no. 40/1964 Coll. of the Civil Code.
3. The Agreement may be amended or supplemented upon agreement of the Contracting parties.

4. If it is proven that any of the provisions of the Agreement (or part thereof) is invalid and/or ineffective, this invalidity and/or ineffectiveness does not result in invalidity and/or ineffectiveness of other provisions of the Agreement (or the remaining part of the provision concerned), or of the contract itself. In such a case, both Contracting parties undertake to replace such a provision (or part thereof) by a new one without delay so that the purpose pursued by the conclusion of the Agreement and the provision concerned are preserved.
5. In case of any misunderstanding, disputes or disputed claims, both Contracting parties undertake to resolve them preferably by mutual agreement.
6. The Contracting parties declare that they are fully competent to conclude this Agreement. Before signing the Agreement they have read it, understood its content and fully agree with it. As a sign of their will to be bound by this Agreement they sign it with their own hands.
7. The Contracting parties declare that their expressions of will to be bound by this Agreement are free, clear, certain and understandable. The contractual freedom of both Contracting parties is not limited by anything and they do not sign the Agreement in distress, in error, or under conspicuously disadvantageous conditions.

In Liptovský Mikuláš

For the Lessor

For the Lessee

.....
Ján LAUČÍK