

## Rental agreement

signed in the sense of Section 659 and following of Act no. 40/1964 Coll., the Civil Code, as amended,  
signed between the following contracting parties

**Company name:** Ricany Property s.r.o.  
**Company headquarters:** Delnicka 213/12, 170 00 Praha 7  
**ID:** 27438767  
**Tax ref. no.:** CZ 27438767  
(hereinafter referred to as "the Lender")

and

**Company name:** .....  
**Company headquarters:** .....  
**Access card no.:** .....  
**ID:** .....  
(hereinafter referred to as "the Borrower")

### I.

#### Subject-matter of Agreement

The subject matter of this Rental Agreement includes a room equipped according to the specification, which is located on the fifth floor of the Rosmarin Business Centre building (hereinafter referred to as the "**Subject of rental**")

#### Room equipment specification:

- LED TV
- Wall clock
- Magnetic board
- CCTV
- Refrigerating unit
- 2x running machines
- 2x cycling machines with a TV
- 1x elliptical trainer
- 1x vibrating machine
- 1x workout bench with accessories
- 1x fitness ball with accessories
- 2x leather skipping ropes
- 6x large gym mat (3x red, 3x blue)
- 1x wall bars including a horizontal bar

**II.**  
Period of use

By signing this Rental Agreement, the Lender lends the Subject of rental to the Borrower for repeated short-term use under the terms and conditions stipulated in this Rental Agreement and the Borrower accepts the Subject of rental for their use under the terms and conditions stipulated in this Rental Agreement.

The continuous short-term rental is hereby stipulated from ..... 2013, on .....(day/s)....., from...(time)..... to...(time).....

The Borrower is obliged to return the Subject of Rental as soon as they no longer need it, but no later than by the end of the stipulated rental time.

The Lender may ask for return of the Subject of rental even before the expiry of the stipulated rental period if the Borrower is not duly using the Subject of rental or if they are using it in conflict with the purposes stipulated in this Agreement.

**III.**  
Lender's rights and obligations

The Lender provides the Subject of rental to the Borrower for use free of charge.

**IV.**  
Borrower's rights and obligations

The Borrower undertakes to use the Subject of rental duly and in conformity with the ordinary purpose of its use and in conformity with the operating rules, namely:

- Protect the subject of rental against any damage, destruction or loss; should the Borrower violate this obligation, they will be obliged to reimburse the damage incurred;
- The Borrower must not leave the Subject of rental for another person to use.

The Borrower undertakes to report any damage or loss to the Subject of rental immediately to the Lender. Should they fail to abide by this obligation, the Borrower shall be held responsible to the Lender for any damage incurred to the Lender due to their failure.

The Lender has instructed the Borrower on how to use the Subject of rental. The Lender shall not be held responsible for any damage incurred to the Borrower or other persons using the Subject of rental with the Borrower's consent due to any use of the Subject of rental or in connection therewith. The Borrower hereby explicitly acknowledges that the Lender is not an operator of the exercise machines and equipment included in the Subject of rental and therefore does not accept any liability towards the Borrower for any damage to health or property incurred in connection to the Subject of rental.

**V.**  
Final provisions

This Agreement shall come into force and become effective on the day it is signed by both Contracting parties. This Agreement has been drawn up in two copies; each contracting party shall receive one copy.

The contracting parties hereby declare that they have read the wording of this Rental agreement properly, they agree with its contents and that this Rental agreement has been signed according to their true, free and solemn will and not under duress or under notably disadvantageous terms and conditions, in witness whereof they append their signatures.

In Prague on .....

.....  
Lender

.....  
Borrower