

CONTRACT ON LUMP SUM FOR WINTER CAMPING AT DANICA CAMPSITE

Concluded by and between

TURISTIČNO DRUŠTVO BOHINJ (Bohinj Tourist Association), Ribčev Laz 48, 4265 Bohinjsko Jezero, ID for VAT: SI77172876, represented by Mihaela Šporar, the vice-president of the association (hereinafter referred to as the **lessor**)

and

_____ (hereinafter referred to as the **lessee**)
Telephone: _____; *caravan registration No.:* _____, *campsite registration No.:* _____.

SCOPE AND DURATION OF CONTRACT AND LUMP SUM

Article 1

The contracting parties agree that the lessee shall set up a caravan, owned by the lessee. The site of the setting up and the site area (max. **80 m²**) shall be determined by the management board or by a mutual agreement of both contracting parties.

The lump sum for winter season in Danica Campsite amounts to EUR 480.00. The season lasts from 1 November 2010 until 15 April 2011. The price shall include the agreed site on the area of Danica Campsite, accommodation of a maximum of five (5) persons in the caravan and one parking lot next to the caravan. At the time of setting up the caravan, the lessee shall provide the lessor a list of all persons, entitled to accommodation in the caravan (max. five persons).

The contracting price shall also include:

- The use of sanitary facilities, children's playgrounds and sports fields (according to possibilities during the winter), which are not payable according to the price list.
- Waste disposal and administrative costs.
- Power connection.
- Cleaning and ploughing of access roads and access to the sanitary facilities.

The contracting price does not include:

- Accommodation of a third person (person that is not entitled to accommodation and is not included on the submitted list)
- Tourist tax and other services which are stated on the list of services and are payable.
- Used electricity shall be read from the electricity meter. The lessee shall settle the amount at the end of the stay at the campsite, the rate amounts to EUR 0.29 per kWh.

Article 2

The lessee shall pay the contractual lump sum at the reception desk or pay it by bank order to the following bank account:

Turistično društvo Bohinj, open at Gorenjska banka d.d. Kranj, No. 07000 – 0000013767, reference No. 00 09010, within 8 days after the conclusion of the contract or prior to the setting up of the caravan. The lessor shall give the lessee 10% discount on the payment of lump sum (the lump sum shall in this case amount to EUR 432.00), if the payment shall be made until 23 November 2010.

The lessee shall not modify the duration and scope of the contract as determined in Article 1 without prior consent of the lessor. The modification shall be determined by an annex to this contract. In case of preliminary termination of this contract, the terms determined in Article 4 shall apply; in case of extension Item 4 of Article 3 shall apply.

The lessee shall settle the amount of the tourist tax on a monthly basis, namely until the tenth day of the month for the previous month. Tourist tax for adults amounts to EUR 0.51 and EUR 0.26 for children 7-18 yrs of age. Tourist tax is charged per day and on the basis of registration of accommodation.

RIGHTS AND OBLIGATIONS OF THE LESSEE

Article 3

1. Overnight stay of a third person (see Article 1) shall be notified by the lessee at arrival; the lessee shall also perform all procedures required by the registration services provider at conclusion of accommodation, the lessee shall settle the **invoice in accordance with camping prices for individual guests.**

2. The lessee shall not without prior consent of the lessee setup any devices that are not included in the camping equipment. The lessee shall also not modify the campsite terrain, plant plants or lay plates. The lessee shall maintain order and cleanness on site, and clean the snow.

3. All persons as determined in Article 1 **are obliged to consider all campsite rules, published on all public places.** If the rules shall not be considered, the lessor shall have the right to claim for the reimbursement of costs, based on violations, and decline hospitality to the lessee.

4. The lessee shall receive a REGISTRATION NUMBER on the first day of camping. The lessee shall **hang the registration number on a visible site in the caravan so it will be seen from the outer side.** The lessee shall return the number at conclusion of contractual term. If the number is not returned, we shall consider the contractual term as not concluded, but extended to the day when the number is returned. The lessee shall pay the price per day as determined in the price list (full for vacant for three persons, electricity, tourist

tax). In case the number is lost, the lessee shall pay a lump sum of EUR 10.00 for the number.

On the first day, the lessee shall also receive a key to the sanitary facilities, which are intended only for campsite guests, and shall be locked after every use. The lessee shall return the key at the conclusion of contracting term. In case the key is lost, the lessee shall pay a lump sum of EUR 10.00 for the lost key.

5. The lessor shall maintain a list of registrations of accommodation in the caravan in accordance with statutory provisions. This information shall be listed on the REGISTRATION LIST that is kept in the leaseholder's registration number box. In order the lessor shall be able to fulfil these obligations, the lessee shall provide the lessor a complete **FORM WITH BASIC INFORMATION for entitled persons as determined in Article 1 at conclusion of this contract**, along with **copies of personal identification cards**.

The lessor shall be entitled and obliged to occasionally and at any time establish the registered and actual presence of persons in the caravan. If the inspection shall establish discordance between the registration and actual state, the lessor shall have the right to decline hospitality to the lessee and charge camping at regular prices, as well as other costs, arising from the violation. By signing this contract, the lessee shall guarantee that **all entitled persons shall be REGISTERED AT ARRIVAL and PROVIDE NOTICE AT DEPARTURE at the reception desk** and confirm registration and departure by signing the registration list. The registration list presents the basis for the calculation of tourist tax.

6. Campsite management shall on the first day determine the lessee the connection site and connect the caravan to the power supply network. **At disconnection** the lessee and campsite management shall read the use of electricity from the electricity meter and disconnect the caravan from the junction box.

7. By signing this contract the lessor shall guarantee that a tank shall be set below the waste water outlet from the caravan, which shall be emptied to the specified drains (in the sanitary facilities building, where the chemical toilet is located).

8. In case a dog is brought to the caravan, the lessee shall be obliged to register it at the reception desk and make sure that the dog shall not disturb the surroundings and other guests (and shall be kept on a lead) and take care of **appropriate hygiene measures**.

9. The lessee shall insure the caravan against any damage which could emerge during the validity of this contract. The lessor shall not be held liable for any damages, caused on the caravan. In case of heavy snowfall the lessee shall remove the snow from the caravan upon his own judgement or leave the caravan covered with snow.

TERMINATION OF CONTRACT

Article 4

The lessor shall be entitled to a unilateral termination of contract in case the lessee or any users (persons as determined in Article 1 or third persons) upon several warnings keep on violating the campsite rules or disregard the provisions determined in the contract. **In this case the lessor shall not be obliged to return the paid lump sum.** The same shall apply at unilateral preliminary termination of contract by the lessee.

In case the contract shall be terminated due to force majeure (natural accident or death in the leaseholder's family), the contracting value shall be calculated, if the lump sum (30 days) shall be possible in accordance with the lump sum price list, otherwise, the value shall be charged in accordance with the valid price list for camping.

Article 5

The contracting parties shall resolve any mutual disputes consensually; in the opposite case the court in Radovljica shall have the jurisdiction for resolving any disputes in connection to this contract.

Article 6

This contract is drafted in two (2) copies, each contracting party shall receive one (1) copy. The contract shall enter into force when both contracting parties sign it.

Ribčev Laz, _____

Lessee:

TURISTIČNO DRUŠTVO BOHINJ
Vice-president: Mihaela Šporar
