

LETTING AGREEMENT

Stipulated between

seat:
trade registry code:
bank account number:
Int. bank account number (IBAN):

Flesch Károly Nonprofit Kft

Hungary, 9200 Mosonmagyaróvár, Erkel Ferenc u. 14.
HU 14152492-2-08
58600252-11165189
HU57 58600252-11165189-00000000

represented by:
hereby: LESSOR

Csiszár Péter

and

seat (Company Name):

trade registry code:

bank account number:

represented by:
hereby: LESSEE

for the letting of a stand.

1. Scope of the Agreement:

Lessor shall let to Lessee the exposition stand having attributes to be defined in the present Agreement for the duration of the “**Moson Makett Show**” Event held between the **27.-28. April 2019**, on the premises of the Sport and Event Hall (**UFM ARÉNA**) and **Kossuth Lajos Gimnázium** (H-9200 Mosonmagyaróvár, Gorkij u. 1) of Mosonmagyaróvár.

Lessor certifies, regarding the premises to be let, to be in possession of all authorizations and is able to provide all the facilities, necessary for the stipulation of present Agreement.

Lessee agrees that on the premises to be let he/she will trade/expose exclusively the goods defined in present Agreement. Lessee declares to comply with all the legal criteria required by Hungarian law for the performance of the above activity.

2. Definition of Goods:

Lessee accepts that on the premises to be let, Lessor only authorizes the trade of goods strictly related to scale modelling. Lessor is entitled, in presence of Lessee, to control compliance to the above requirement at any time for the entire duration of present Agreement. Sale or storage on the premises to be let of any goods not compliant with the above requirement shall result in the immediate cessation of the Agreement with Lessor being exempt from paying to Lessee any compensation whatsoever. Lessee also relinquishes the right to claim reimbursement of the toll paid in advance for the stand.

3. Lessor's Obligations:

Lessor shall define for Lessee the exact location and size of the premises to be let on the floor plan attached to present Agreement. Lessor shall attach an inventory to present Agreement listing the description and quantity of the area and items to be let. This inventory shall be the basis for the hand-over procedure at the termination of the contract. Lessor is entitled to control the unaltered physical condition of the area and items let.

The buildings hosting the Event only have external security supervision during periods of daily closure. Lessor declines any responsibility for eventual damages to Lessee's property and goods stored during the Event at the premises to be let. Lessor allows the storage of goods and property

on the premises to be let, but due to the absence of internal security supervision during daily closure periods, Lessee shall store his/her goods and property exclusively at his/her own risk. During each day of the Event, for the purpose of transporting goods to and from the premises to be let, Lessor shall grant to Lessee access to the premises 30 minutes before opening and 30 minutes after closing time.

In case Lessee's activity during the Event should be hindered by causes attributable to Lessor or the Event is terminated before the previously agreed date, part of the toll paid, covering the period when Lessee is unable to perform his/her activities shall be reimbursed by Lessor. Other than the above partial toll reimbursement, Lessee is not entitled to claim any further compensation whatsoever. No reimbursement or compensation claims shall be made in case of natural disasters, of evacuation or mobilization orders affecting the whole of Hungary or the city of Mosonmagyaróvár, in case of any act of violence or terror or in case of public panic in buildings housing the Event.

4. Lessee's Obligations:

Lessee shall strictly adhere to all and any EU, Hungarian, state or municipal legal requirements pertinent to trade activities, their administration and related obligations. On the premises to be let Lessee shall only store goods, machinery, equipment or personal belongings that are of his/her property or he/she is authorized to trade. Lessee shall not introduce to or store on the premises to let any goods manufactured or procured illegally, should Lessee default on the above he/she is liable to pay indemnities.

In case of controls performed by authorities entitled to check the legal and technical criteria of trading activities, Lessee shall cooperate with such authorities and facilitate the performance of such controls. Lessee is fully responsible for any consequences and liabilities arising from controls establishing any default on behalf of Lessee. Should the competent authorities or the Organizers find any serious breach of regulations or the Agreement on behalf of Lessee that result in Lessee being banned from performing trade activities on the Event defined in present Agreement, Lessee shall not be entitled to claim the reimbursement in whole or in part of the toll paid.

Lessee shall be liable for all and any goods or personal belongings introduced to and stored on the premises to be let. Lessee shall be liable for any material and personal damages caused by his/her goods and personal belongings and by personnel performing activities on Lessee's behalf on the premises to be let.

Lessee shall reimburse Organizers for any damage to the premises to be let or to the items constituting it attributable to Lessee or to Lessee's negligence.

5. Payment:

Lessee shall pay a toll for the premises to be let and for the use of items constituting it. **The price of the toll for the premises is, per table** (appr. 1,8 meter long)

- **UFM ARÉNA** (ground and 1st floor) **70,- EUR** (or **22.000,- HUF**) + 27 % VAT.
- **High school – ground floor:** **60,- EUR** (or **19.000,- HUF**) + 27 % VAT
- **High school – I. floor:** **55,- EUR** (or **17.500,- HUF**) + 27 % VAT
- **High school – II. floor:** **45,- EUR** (or **14.500,- HUF**) + 27 % VAT
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The toll has to be paid in Hungarian Forint or in EUR. The lump sum of the toll shall be paid in advance, prior to the Event at the time of hand-over of the premises to Lessee. Lessor shall submit an invoice to Lessee as a cash receipt of the payment in case of cash payment at the show. In case of bank transfer in advance the Lessor will provide a bank transfer invoice which do not require financial execution .

6. General Provisions:

Parties agree to solve any eventual dispute arising from present Agreement by negotiations and to cooperate in the mitigation of eventual damages. Should negotiations not solve disputes, parties submit themselves for the resolution of the litigation to the competent Hungarian Court (should this be not excluded by regulation in effect governing competence). Any issues not specifically regulated by present Agreement are governed by the Hungarian Civil Code. Parties declare to have read and understood present Agreement and to consider it legally binding.

Present Agreement is made in 2 (two) copies, of which 1 (one) belongs to Lessor and 1 (one) belongs to Lessee. The present Agreement is signed by Parties after reading and understanding its content and as fully conforming to their will.

Mosonmagyaróvár, 2019.....

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Lessor

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Lessee