

PO 369/2021

Event Agreement 2021

between

PRESIDENT HOTELS MANAGEMENT s.r.o.

Address:

Ovocný trh 572/11, Staré Město, 110 00 Praha 1, Czech Republic

Registration:

Municipal Court in Prague, section C, insert 190794

Business ID No.:

28041372

Tax ID No.:

CZ 28041372

Bank details:

XXXX

Account No.:

XXXX

XXXX

Establishment:

The President Hotel Prague

Address:

Nám. Curieových, Praha 1 1/100, Czech Republic

Represented:

Veronika Fajčíková, Hotel Director on the basis of power of attorney

Contact person:

XXXX

Tel.:

XXXX

Email:

XXXX

(below as "THE SUPPLIER")

and

Česká zemědělská univerzita v Praze

Address:

Kamycká 129, 165 00 Praha-Suchdol

Business ID No.:

60460709

Tax ID No.:

CZ60460709

Represented by:

Ing. Jakub Kleindienst, Bursar

Contact person:

XXXX

Tel.:

XXXX

Email:

xxxx

(below as "THE CLIENT")



I. Subject of the contract

- 1. The Supplier is a company operating inter alia The President Hotel Prague nám. Curieových 1/100, Praha 1, Czech Republic (hereinafter the "Hotel").
- 2. The Client is the party organizing on **06/10 7/10/2021** the event **"Fakulta lesnická a dřevařská"** (hereinafter the "Event") in the Hotel.
- 3. This Agreement lays down the conditions under which the Supplier provides the Client conference and catering services in the Hotel in connection with the accommodation, above named Event, including the lease of space and rooms for the event, providing food, accommodation and other services at the Event in the amount and for rates specified below in article II. and III. and IV. of this agreement.
- 4. The commitment of the Client is to pay the Supplier for all provided services ordered and agreed in this agreement.
- 5. In this agreement is the GUEST meant as the person accommodated in the Hotel and the DELEGATE as the person attending the Event. The Delegate can be the Guest of the Hotel as well.

II. Specifications and calculations of agreed conference services

Subject of this agreement is the commitment of the Supplier to provide the Client conference services (room rental / AV technical equipment rental) in the Hotel for the specific date **06.10.-7.10.2021** as below. Possible changes in the scope of drawing conference services compared to the reserved capacity is subject to cancellation fees agreed in Article IV. of this agreement.

ROOMS RENTAL:

The Supplier shall provide the Client by short-term lease of space and rooms for the Event in the Hotel as below:

05.10. - from 18:00 - access to the meeting room - preparation of the event

06.10. - 07.10. 10:00 - 21:00

- Meeting room Kafka I+II (full day rental) 41 500,- CZK excl. 15% VAT/day
- Set-up: Theatre
- Nr. of guests: 100 persons/day

TOTAL = 83 500,- CZK excluded of 15 % VAT

THE PRESIDENT Namesti Curieovych 1/100, 110 00, Praha 1, Česka republika PRESIDENT HOTELS MANAGEMENT s.r.o. Ovocný trh 572/11, Stare Mésto, 110 00 Praha 1 Česká republika IČO: 28041372

M + 420 234 614 100 / 101 E president@axxoshotels.com

W; www.axxoshotels.com/cs/the-president



- Staff: 550,- CZK/per hour/per person, excl. VAT (will be charged according to the real use of staff)
 - o 2 people (min. 6 hours renting time for staff)

Other requirements:

• Hotel will provide tables, chairs in Kafka I+II and one registration desk

TECHNICAL EQUIPMENT:

The Supplier shall provide the Client by technical equipment available inside meeting rooms as bellow:

Please specify

Date	Conference services		
	Room rental	Technical equip.	Total
06.10.2021	41 500 CZK	ТВА	
07.10.2021	41 500 CZK	ТВА	
Total	83 500 CZK		83 500 CZK

The above quoted rates are VAT excluded.

III.

Total Quotation, Payment conditions, Billing

Contracted services	Calculation	Paid by
Conference services	83 500,- CZK	The Client
TOTAL	83 500 CZK	

The above quoted prices are VAT excluded



- 1. All conference services ordered by the Client and agreed by this agreement as stated in Article II will be covered by the Client.
- 2. The Contractual parties have agreed that the Client shall provide the Supplier with three advance payments for the agreed price for services rendered. All advance payments shall be paid by bank transfer to the Supplier's bank account specified in the letterhead of this agreement:
 - a) The first advance payment as NON-REFUNDABLE DEPOSIT of 10 % of volume of conference i.e. in the amount of 8350,- CZK, will be paid by the Client to the Supplier with the sign of this agreement (no later than by 26.05.2021). The Supplier is obliged to issue a proper proof for the advance payment received.
 - b) The second advance payment of 50 % of of volume of conference and other services, i.e. in the amount of 41750,- CZK will be paid by the Client to the Supplier no later than 60 days prior to the date of Event (by 08.08.2021). The Supplier is obliqed to issue a proper proof for the advance payment received.
 - c)The third advance payment of 40 % of of volume of conference and other services, i.e. in the amount of 33400,- CZK will be paid by the Client to the Supplier no later than 30 days prior to the date of Event (by 06.09.2021). The Supplier is obliged to issue a proper proof for the advance payment received.
- **3.** The total price for the services will be determined after the Event in accordance with the actual volume of conference and other services used.
- **4.** After the total calculation of services the Supplier shall issue the Client a final invoice, which shall take into account the advance payments received. The tax point is the date when the Client received its last service. The final invoice is payable within 14 days from the date of receipt. Payment deadline is met, if the invoiced amount is debited from the Client's account towards the Supplier's account no later than the final date of this period.
- **5.** Failure to observe the above pricing and payment arrangements (particularly in the non-payment of some of the above agreed advance payments) the Supplier is not obliged to provide the agreed services to the Client. However, after the provision of agreed services, the Supplier is entitled to charge the Client an interest on late payment of 0,01 % of the invoiced and unpaid amount for each day of delay.
- **6.** The price for all services will be charged including the VAT rate applicable on the date of the tax point.
- **7.** Unless agreed otherwise by the Contractual parties, consumed beverages will be billed according to actual consumption and including VAT.



Supplier invoice details:

PRESIDENT HOTELS MANAGEMENT s.r.o.

Ovocný trh 572/11, Staré Město, 110 00 Praha 1, Česká republika

IČO: 28041372 DIČ: CZ28041372

Bank: UniCredit Bank Czech Republic a.s., Želetavská 1525/1, 140 92 Prague 4, Česká

republika

CZK: xxxx

EUR: xxxx

SWIFT: xxxx

The prices in this agreement are set in CZK currency and the final settlement is in CZK in accordance with this agreement.

IV.

Cancellation conditions

The Client is entitled to unilaterally rescind (cancel) the drawing negotiated conference services agreed in this agreement, **either as a whole or partially.** The cancellation must be in such a case given by the Client in writing and delivered to the Supplier. In below agreed cases, however, the Client agrees to pay Supplier cancellation fees for cancelling previously contracted services.

FULL EVENT CANCELLATION:

In case of full cancellation of whole Event between the date of signing the agreement and 61 days prior to arrival date, in such a case the Supplier reserves the right to keep non-refundable deposit, i.e. in the amount of (the amount corresponds approx. 10 % of whole Event calculation - conference).

CONFERENCE SERVICES:

Conference services are considered services related to renting rooms and rental technical AV equipment.

Cancellation 60 to 30 days prior to the arrival date (from 08.08.2021 to 06.09.2021)

❖ The Client has the option to cancel 20 % of the total amount of agreed conferencing services. In case of cancellation of more than 20 % of agreed conferencing services the Client will be charged of 100 % of the cancelled reservation beyond the permitted limit.

Cancellation 29 to 15 days prior to the arrival date (from 07.09.2021 to 21.09.2021)

❖ The Client has the option to cancel 10 % of the total amount of agreed conferencing services. In case of cancellation of more than 10 % of agreed conferencing services the Client will be charged of 100 % of the cancelled reservation beyond the permitted limit.

Cancellation 14 to 7 days prior to arrival date (from 22.09.2021 to 29.09.2021)

❖ The Client has the option to cancel 10 % of the total amount of agreed conferencing services. In case of cancellation of more than 10 % of agreed conferencing services the Client will be charged of 100 % of the cancelled reservation beyond the permitted limit.

Cancellation less than 7 days before the arrival date (from 30.09.2021 up to date of arrival)

The customer is obliged to pay the Supplier of 100 % of the cancelled amount of negotiated conferencing services.

THE PRESIDENT Naměsti Curieových 1/100, 110 00, Praha 1, Česka republika

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M: + 420 234 614 100 / 101 E: president@axxoshotels.com

W www.axxoshotels.com/cs/the-president



In case the Contractual parties will be required to suspend the provision of the services due to governmental restrictions related to the COVID-19 pandemic situation, the event shall be rescheduled at no additional cost according to the Hotel availability.

The Contractual parties agreed that in the case of non-arrival ("no show"), i.e. if the Client fails to cancel the appropriate conferencing services, however these services will not be drawn, the Client is obliged to pay the Supplier 100 % of agreed conferencing services that were not used and were not cancelled.

V. Additional agreements

THIRD PARTY LIABILITY

Any contracted Third Party Vendor must adhere to all Hotel policies and regulations. Client will assume total responsibility for any and all damages caused by the Third Party Vendor.

SECURITY / LIABILITY

The Supplier will not assume any responsibility for the damage and/or loss of any merchandise or articles left in the Hotel prior to, during, or following the Event. In the instance that valuable items are to be left in any banquet or meeting area, it is recommended that a security guard be hired or some type of security be imposed by the Client having been advised that the Hotel assumes no responsibility for such damage or loss.

Notwithstanding anything to the contrary contained in the agreement, the Client shall indemnify, defend and hold harmless Operator and Owner of the Hotel and their respective parent companies, subsidiaries and affiliates, including partnerships in which they have a general and /or limited partner interest, and respective officers, directors, trustees, employees and agents from and against any and all claims, demands, suits, lawsuits or proceedings (the "Claim") asserted against any or all of them arising directly or indirectly out of the acts or omissions of the Client, its employees, agents, and affiliate parties, including, without limitation, all damage, costs, attorney's fees, incentive and other liabilities incurred by the aforementioned indemnities in connection with the Claim.

The Hotel reserves the right to inspect and control all private functions.

VI. Others

- This agreement is valid since signing of this agreement by both parties, by May 12, 2021 at the latest. If the agreement is not signed within the deadline, the Supplier reserves the right to cancel the whole Event.
- 2. This agreement is executed in three (3) copies. The Client receives two (2) signed copies of

THE PRESIDENT Náměstí Curieových 1/100, 110 00, Praha 1, Česká republika PRESIDENT HOTELS MANAGEMENT s.r.o. Ovocny trh 572/11, Stare Mesto, 110 00 Praha 1

Česká republika IČO: 28041372



this agreement copies and the Supplier receives one (1) signed copy of this agreement.

- 3. This agreement can be changed with written addendums only, signed by both parties.
- 4. The place of jurisdiction is Prague.
- 5. The Supplier acknowledges that the Client is obliged to provide information at the request of a third party in accordance with Act No. 106/1999 Coll., on Free Access to Information, as amended (Czech law), and agrees, so that all the information contained in this agreement has been provided to third parties upon their request in accordance with the cited law.
- 6. The Supplier acknowledges that Client is an entity obliged to publish contracts in the register of contracts in accordance with Act No. 340/2015 Coll., On special conditions of effectiveness of certain contracts, publication of these contracts and on the register of contracts (Act on the Register of Contracts), as amended (Czech law) and if this agreement meets the conditions for its mandatory publication, the Client will publish it in the register of contracts in accordance with the cited law.
- 7. The Supplier acknowledges and agrees that he is a liable person in the sense of § 2 letter e) of the Act No. 320/2001 Coll., on Financial Control, as amended (Czech law). The Supplier is obliged to fulfil the obligations arising for him as a person liable under the cited law.

In Prague, Date...03.06.2021

In Prague, Date....... 2-71

Veronika Fajčíková, Hotel Director PRESIDENT HOTELS MANAGEMENT s.r.o.

PRESIDENT HOTELS MANAGEMENT s.r.o.

Ovocný trh 572/11. Staré Město 110 00 Praha 1 IČ: 28041372. DIČ: CZ28041372 Ing. Jakub Kleindienst. Þúrsar Česká zeměďěľská úniverzita v Praze

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