

SUBLEASE AGREEMENT

pursuant to the provisions of Section 663 et seq. of the Civil Code, Act No. 40/1964 Coll.,
as amended and supplemented
(hereinafter referred to as the "Agreement")

LESSEE: **Santikaram Association Slovakia**
ID: 54681294, TIN: 2121776019
Bank connection/IBAN: SK9611000000002948131901
Registered office address: Stránske 290, 013 13
Email: santikaram.slovakia@gmail.com
(hereinafter referred to as the "lessee")

SUBLESSEE: Name and surname:
Permanent residence:
Date of birth: ID/passport number :
(hereinafter referred to as the "sublessee")

have agreed to conclude a **sublease agreement** for property under the following conditions:

Article I INTRODUCTORY PROVISIONS

1. The lessee subleases property - social and rehabilitation facility, No. 290, Stránske, 013 13, Žilina district, based on a lease agreement dated 30. 12. 2022.
2. The lessee has express consent from the owner of the above property to sublease the property or part thereof.

Article II SUBJECT AND PURPOSE OF SUBLEASE

1. The subject of the sublease agreement is the sublease of property or part thereof, No. 290, Stránske, 013 13, Žilina district, with an area of 290 m².
2. The lessee hands over and the sublessee takes over the subleased property or part thereof.
3. The lessee declares that there are no encumbrances on the property and also declares that the property or part thereof has not been subleased to another person.
4. The lessee undertakes to leave the property or part thereof to sublease for the use of the sublease to the sublessee for the purpose of subleasing in a condition suitable for the agreed use.

Article III DURATION OF SUBLEASE

1. The sublease of the property or part thereof is concluded for a fixed period of time:

from: till:

Article IV AMOUNT AND PAYMENT OF RENT

1. Agreed rent for the use of the property or part thereof: €.

2. The rent will be paid in full in cash or to the lessee's bank account upon signing the contract.
3. In the event of withdrawal from the agreement by the sublessee, the lessee will be charging the following fees:
 - 3.1. no fee is charged up to 20 days before the start of the sublease (i.e. the rent paid upon signing the agreement will be returned in full to the sublessee),
 - 3.2. 20 - 11 days before the start of the sublease, a fee of 25% of the total subletting amount is charged,
 - 3.3. 10 - 6 days before the start of the sublease, a fee of 50% of the total subletting amount is charged,
 - 3.4. 5 - 0 days before the start of the sublease, a fee of 100% of the total subletting amount is charged (i.e. the rent paid upon signing the agreement is not refunded to the sublessee).
4. In the event of voluntary, early departure of the sublessee, or handover of the property to the lessee (reduction of the sublease period) without a serious reason, the sublessee is not entitled to a refund of the rent.
5. In the event of a later handover of the property to the lessee than agreed, the sublessee undertakes to pay a fine of €10 for each hour beyond the agreed time of taking over the property.

Article V

RIGHTS AND OBLIGATIONS OF THE LESSEE

1. The lessee is entitled to enter the property in order to check whether the sublessee is using it in the agreed manner or, in the event of imminent damage, to take measures to prevent it or reduce its consequences.
2. The lessee has the right to terminate the sublessee's stay immediately without refunding the sublessee's payment if the sublessee fails to comply with the agreed terms of the sublessee (see below, sublessee's obligations) or uses the property in a manner other than that agreed in this agreement, or his behavior disturbs guests of neighboring recreational facilities.
3. The lessee is obliged to refrain from any action that would unreasonably disturb the sublessee in using the subject of the sublease.

Article VI

RIGHTS AND OBLIGATIONS OF THE SUBLESSEE

1. The sublessee is obliged to act during the entire period of the sublease in such a way that no damage to the property has occurred or will occur. In case of breach of this obligation, the sublessee is liable for the damage in full. The period of 7 days from the handover of the property back to the lessee applies to hidden damage. Such damage must be documented. The sublessee undertakes to pay any proven damage additionally.
2. The sublessee is not entitled to sublet the property to a third party without the prior written consent of the lessee. The sublessee takes possession of the property upon arrival and hands it over to the lessee upon termination of the sublease.
3. The sublessee undertakes to maintain order in the property and its surroundings, as well as to observe night peace from 22:00 to 06:00. In the event of a violation of night peace and after the lessee has notified the sublessee of the violation of night peace, the lessee has the right to terminate the sublessee's sublease of the property immediately and without the right to a refund of the rent.
4. The sublessee undertakes to hand over the property in the condition in which it was taken over, after the end of the stay, taking into account the usual wear and tear of the property and equipment.
5. The use of the sublessee's own electrical equipment when using the property's electrical network requires the lessee's written consent for loads over 1000 W. In the case of the use of these devices and in a causal connection with their use and the occurrence of any damage to the property's technical equipment, the sublessee is obliged to compensate for all damage.
6. The brought decorative material, or exhibition and other objects must be removed immediately after the end of the sublease. If the sublessee neglects this and the objects remain in the property, the lessee may

charge the sublessee for storage for the duration of the objects' stay. The lessee is also entitled to carry out the removal and storage at the sublessee's expense without a custody agreement being created. The sublessee is obliged to pay the lessee for any damage caused by the accumulation of the objects left behind.

7. By signing, the sublessee agrees to the management, processing and storage of his/her personal data for the purposes of the lessee in accordance with Act No. 18/2018 Coll. on the Protection of Personal Data. Consent is given for an indefinite period and can be revoked in writing at any time.

Article VIII FINAL PROVISIONS

1. The lessee is entitled to withdraw from the agreement in the following cases:

- 1.1. force majeure or other circumstances for which the tenant is not responsible;
- 1.2. the sublease agreement was signed with misleading or incorrect information about essential facts, e.g. about the person of the sublessee or the purpose of the sublease;
- 1.3. the lessee has reasonable grounds to believe that the sublease of the property by the sublessee could jeopardize the smooth operation of the property, the safety or the respectability of the property in public and in the social environment. In the event of withdrawal from the agreement by the lessee, the sublessee shall not be entitled to any compensation for damages.

2. Change or cancellation of the sublease agreement:

- 2.1. must always be made by the sublessee in writing, either by a written request from the sublessee delivered to the lessee's address, or by an e-mail from the sublessee delivered to the lessee's e-mail address (santikaram.slovakia@gmail.com);
- 2.2. the document on the change or cancellation of the sublease agreement is a written confirmation of the change or cancellation of the sublease agreement by the lessee;
- 2.3. amendment or cancellation of the sublease agreement is possible only in justified cases and with the consent of the lessee, namely:
 - a) free of charge - at least 20 days before the original sublease date,
 - b) with a fee of 10% of the rental price - at least 15 days before the sublease date,
 - c) with a fee of 15% of the rental price - at least 5 days before the sublease date,
- 2.4. changing or cancelling the sublease agreement less than 5 days before the start of the sublease is not possible;
- 2.5. the sublessee may, after agreement with the lessee, move the sublease term to another requested term, but no later than 12 months from the original sublease term;
- 2.6. any requested changes or cancellation of the sublease agreement must be made only by the person who signed the original sublease agreement and exclusively via the authorized email address and in connection with such email communication;
- 2.7. the change or cancellation of the sublease agreement is only valid upon payment of the relevant fee, otherwise the sublessee's statement is considered non-binding until the relevant fee is paid or until the start of the sublease agreement, while the sublessee's failure to take over the property is subject to a fee of 100% of the total sublease amount.

3. By signing the agreement, the sublessee also confirms that he/she is aware that the property is monitored by a camera system. For security reasons, images, sound, or audio-visual recordings (photographs, video recordings) may be made in the premises and areas of the property. The sublessee acknowledges and agrees to the making and use of images, sound and audio-visual recordings.

At, date

.....
lessee

.....
sublessee