

12ZML0076

## LEASE CONTRACT

concluded to the Article 663 and following provisions of the Act No. 40/1964 Coll. the Civil Code, as amended (hereinafter as the "Contract")

I.

### CONTRACTING PARTIES

Lessor: **Kamila Szejnoch**

*[Redacted]*  
ymirskiego7/29, 04015 Warsaw, Poland

*[Redacted]*  
Date of Birth: 27.4.1978

bank details:

IBAN: PL93 1140 2004 0000 3312 0082 5174

BIC/SWIFT: REXPLPWMBK

Email: kamilaszejnoch@mixbox.pl

(hereinafter as the "Lessor")

Lessee: **Košice – European Capital of Culture 2013, n.o**

With registered seat Kukučínova 2, 040 01 Košice, Slovak republic

Organization ident. no: 35583461

Represented by: Ing. Ján Sudzina, director

Bank details: Prima banka Slovensko, a.s.

Account number: 0558235001/5600

(hereinafter as the "Lessee")



## II.

### SUBJECT OF THE CONTRACT

1. On the basis of this Contract the Lessor gives the Lessee a thing against payment and allows him/her to use it temporarily, for the agreed period of time.
2. Lessor gives the Lessee for use this thing: art object – automatic machine, called „Holy machine“, which issues the card with the picture of Pieta from Avignon after pushing the button (hereinafter as „leased thing“ or „subject of the contract“).

## III.

### PLACE OF REALIZATION THE SUBJECT OF THE CONTRACT

1. Place of realization of the subject of the Contract is: the place in the crossroad of the Hlavná street and Alžbeta street in Košice, where the leased thing will be situated from 6<sup>th</sup> October 2012 from 7:00pm to 7<sup>th</sup> October 2012 to 02:00am, as a part of the event „Biela noc“/“White night“.

## IV.

### RENT AND PAYMENT TERMS

1. The contractual parties have agreed, that Lessee will pay Lessor the rent at once in amount of 300, - € netto (in words three hundred Euro) (hereinafter as „rent“).
2. Lessee must pay the rent within 30 days from the date of realization of subject of the Contract according to the paragraph 1 of this Article, to the bank account of the Lessor specified in the Contract header.

## V.

### RIGHTS AND DUTIES OF CONTRACTING PARTIES

1. The Lessor must give the leased thing to the Lessee in a state making an agreed way of use possible.
2. The Lessee is entitled to use the leased thing in a way stipulated in the Contract, unless something else was agreed, the Lessee must use the leased thing in a way adequate to the nature and designation of the leased thing.
3. The Lessee is not entitled sub-lease the leased thing to third person.

4. The Lessee must see to it that the leased thing is not damaged.
5. The Lessee is liable for any damage to the leased thing caused by the Lessee's or another person's fault.
6. The Lessee must pay the rent in accordance with this Contract.

**VI.  
OTHER PROVISIONS**

1. The Contract is made for a definite period from 6<sup>th</sup> October 2012 to 7<sup>th</sup> October 2012.
2. The Contract may be terminated by the agreement of the contracting parties.
3. The Organization is entitled to withdraw from this Contract without stating the reason.
4. If the Contract shall not be terminated in the manner set in paragraph 2. or 3. of this Article, the lease shall end after the lapse of the period for that it was concluded unless the Lessor and the Lessee agree on something else.

**VII.  
FINAL PROVISIONS**

1. The Contract is valid on the day of its signing by both Contracting parties and comes into effect on the day following after the day of the publishment of the Contract on the Lessee's website
2. Amendments and supplements to the Contract can be made only in the form of a written supplement to the Contract signed by both contracting parties.
3. Legal relations not expressly governed by the Contract are governed by relevant provisions of the Act No. 40/1964 Coll., the Civil Code as amended and other generally binding legal regulations of the Slovak Republic.
4. The Contract is made in two counterparts, of which 1 counterpart will be given to the Lessee and 1 counterpart to the Lessor. The Contract is made in English and Slovak version, in case of differences in interpretation, Slovak version prevails.
5. Contracting parties declare that they showed their will freely, seriously, certainly and comprehensibly, they agree with the content of the Contract after they read it and in witness thereof they sign it in their own hands.

In Košice, <sup>A. Novák</sup>.....

Lessor:



Kamila Szejnoch

Lessee:

  
Košice - Európske  
hlavné mesto kultúry 2013, n.o.

ICO: 36 503 461 DIČ: 2022/37871

Košice - European Capital  
of Culture 2013, n.o  
Ing. Ján Sudzina, director