

PARKING RULES AND REGULATIONS FOR PARKING AREAS DESIGNATED FOR MOTOR VEHICLES AT OSTRAVA-MOŠNOV AIRPORT

ARTICLE I. Fundamental Provisions

1. Letiště Ostrava, a.s. (hereinafter referred to as „the Airport“) operates parking facilities at Ostrava Mošnov Airport which are in the ownership of the Moravian Silesian Region and are designated for the parking of motor vehicles used by the travelling public and other persons. The Airport provides such parking facilities to motor vehicle operators for parking purposes in the form of a lease of individual parking spaces within said parking facilities.
2. These Parking Rules and Regulations govern the operation of the parking facilities located at Ostrava Mošnov Airport which are designated for parking double track vehicles and single track vehicles – motorcycles (hereinafter referred to as „vehicles“). The parking facilities provided consist of:
 - a) Parking Lot P_b:
 - parking lot for vehicles of the Airport’s employees and contractual partners
 - b) Parking Lot P₁:
 - central parking lot designated for the travelling public, car rentals and the Airport’s contractual partners
 - c) Parking Lot P₂:
 - parking lot for long-term parking located on the premises of SOM which is designated for the travelling public and the Airport’s contractual partners,
3. Each parking area mentioned in Article 2 hereinabove is divided into individual parking spaces marked with white lines painted on the surface of the parking area.
4. The parking areas designated for motor vehicles are operated on behalf of the Airport by the Technical Operations Department, tel. 59/7471116 and 59/7471148.
5. Any person who intends to park a motor vehicle in a parking area mentioned in paragraph 2 above is obliged to enter into a lease agreement with the Airport.

ARTICLE II. Parking Space Rental, Parking Time and Parking Fees

1. The lease arrangement between the Airport and the owner or driver of a motor vehicle (hereinafter called „motor vehicle operator“) is entered into as an implied agreement for a definite period.
2. The lease agreement between the Airport as the operator of the parking facilities and a motor vehicle operator is entered into:
 - a) If the motor vehicle operator is not a holder of an electronic microchip or a smart card, upon the motor vehicle operator entering the parking area in the motor vehicle, having been issued a parking ticket from the automated ticket dispenser;
 - b) if the motor vehicle operator is a holder of an electronic microchip or a smart card issued by the Airport after remitting a payment for the same, upon the motor vehicle operator

entering the parking area in the motor vehicle following the parking registration by means of the electronic microchip or smart card by the automated system located at the entrance of the parking area.

3. The lease agreement between the Airport and a motor vehicle operator ceases to exist:
 - a) if the motor vehicle operator is not a holder of an electronic microchip or a smart card, upon the motor vehicle exiting the parking area after remittance of the parking fee to the cash register or an automated pay station located at the entrance of the parking area.
 - b) if a motor vehicle operator is a holder of an electronic microchip or a smart card issued by the Airport, upon the motor vehicle exiting the parking area following the registration of the vehicle exit by means of the electronic microchip or smart card by the automated pay station.
4. The lease for a definite period may continue uninterrupted for a maximum of one year for passenger vehicles.

The term of lease is determined in full hours, i.e. any portion of an hour of parking, if the lease is arranged for a period shorter than five (5) hours; or calendar days, i.e. any portion of a day of parking, if the lease is arranged for a period exceeding twenty-four (24) hours.
5. The parking space rental begins at the moment when the parking ticket machine located at the entrance of a respective parking area issues a parking ticket entitling the motor vehicle operator to park the vehicle in a respective parking space and ends when the parking lot attendant on duty at the cash register or the automated pay station issues a receipt as proof of payment, before the motor vehicle is exiting the parking area. Each parking ticket issued by the automated ticket dispenser invariably indicates the date and hour of the motor vehicle entering the parking area and the receipt indicates the amount of the parking fee (rental fee) charged for the time the motor vehicle was parked.
6. The document attesting the existence of the lease arrangement for the purpose of parking a motor vehicle within the parking facilities operated by the Airport is:
 - a) for the period of parking, a parking ticket issued by the automated ticket dispenser located at the entrance before the vehicle enters the parking area or an electronic microchip or a smart card issued by the Airport for long-term parking users.
 - b) after the end of the parking, a receipt, considered a tax document, issued to the motor vehicle operator after the parking fee is paid before exiting the parking area at the cash register or automated pay stations, with the receipt indicating, among others, the parking time and the amount of the parking fee.

The tax document will be issued to the motor vehicle operator by the automated pay station or the parking lot attendant on duty (telephone: 59/7471179).

7. The parking lot attendant on duty assigned to the parking facilities operated by the Airport will also issue a substitute parking ticket and a receipt (tax document) to the operator of the motor vehicle in the event that he/she had lost the parking ticket before exiting the parking area; however, only if he/she furnishes proof that he/she is the operator of the motor vehicle and that he/she had parked the motor vehicle in the parking area operated by the Airport. In the event of loss of a parking ticket, the motor vehicle operator is required to pay the parking lot attendant a one-off charge amounting to CZK 5,000 to the Airport.
8. The parking fees for motor vehicles are determined in the valid Service Rates of Letiště Ostrava, a.s. available upon request. The attendant on duty is obliged to provide it for reference and inspection to any person who has entered into a lease arrangement to park a

motor vehicle or who intends to enter into such a lease arrangement. The current parking rates also are posted on information boards located at the entrance of the parking area.

9. ZTP or ZTPP card holders (persons with severe physical disabilities) are exempt from paying the parking fee provided that they produce their respective identification card to the parking lot attendant on duty before exiting the parking area. The attendant on duty enters in the respective form the identity of the ZTP or ZTPP holder, his/her identification number, the licence plate number of the motor vehicle parked, the time of entrance and exit of the motor vehicle. The parking lot attendant on duty will request the card entitling its holder to enter the parking area of the Airport and attach it to the copy of the completed form and file the form as a tax document of the Airport. The parking lot attendant on duty will hand the original of the form to the ZTP or ZTPP card holder.
10. In the event that a motor vehicle operator (a lessee) exceeds the maximum term of lease, as indicated in Art. II, para. 4 hereinabove, the Airport is entitled to remove the motor vehicle from the parking area and tow the motor vehicle to an impound lot designated for the parking of towed motor vehicles at the expense of the motor vehicle operator in accordance with applicable legal regulations. The operator of such a towed motor vehicle is required to pay the Airport the parking fee for the parking space rental period, as indicated in para. 2 hereinabove, as well as towing and storage charges.

ARTICLE III.

Rights and Obligations of the Lessor and Lessee

A) The lessee – motor vehicle operator

1. is required to observe the parking rules and regulations full wording of which is available for reference at the information desk and from the parking lot attendant on duty.
2. Upon being issued a parking ticket from the parking ticket machine, the motor vehicle operator is required to enter the parking area and parking space using only designated routes and observe the road signs and other rules and regulations applicable to road traffic while using the Airport's parking facilities.
3. The motor vehicle operator may not enter the parking area in a motor vehicle which could soil the parking area or cause damage to other parked motor vehicles.
4. The motor vehicle operator may park a motor vehicle only in designated parking spaces.
5. The motor vehicle operator is required to properly secure his/her vehicle against theft.
6. The motor vehicle operator is obliged to keep safe the parking ticket issued by the parking ticket machine upon entering the parking area. The parking ticket may not be left in the parked motor vehicle.
7. In the event that the parking ticket was lost or damaged and the motor vehicle operator requests that a substitute receipt be issued before exiting the parking area, he/she is required to produce his/her identification and the motor vehicle registration to the attendant on duty. Should the motor vehicle operator not be able to produce either of the above required documents or if the motor vehicle registration indicates that the owner of the vehicle is a person different from its operator, the attendant on duty will invariably contact the Police of the Czech Republic.

8. The motor vehicle operator is not allowed to repair or wash a motor vehicle or perform any other activity in the parking area which is at variance with the purpose of the parking space rental. Changing a light bulb which is part of the motor vehicle lighting system, changing a fuse, inflating a tire and mounting a spare tire after a tire puncture are not considered a repair.
9. In the event that emergency safety measures are adopted by Ostrava Mošnov Airport, the motor vehicle operator is obliged to comply with instructions given by the parking lot attendant on duty or airport security staff.
10. The motor vehicle operator is obliged to indemnify the Airport against any damage he/she caused to the property of the Moravian Silesian Region at Ostrava Mošnov Airport with a parked motor vehicle or as a result of such parking, including environmental damage (e.g. engine oil leaks).
11. The motor vehicle operator is obliged to forthwith report to the Police of the Czech Republic any damage caused to the motor vehicle.
12. The motor vehicle operator is entitled to report to the parking lot attendant on duty any damage caused to the motor vehicle only in the event that such damage was demonstrably caused by the Airport's activities or as a result thereof (e.g. mechanized cleaning of the parking area, fall of an object under the control the Airport on the motor vehicle).

B) The Lessor:

1. The lessor is entitled to check whether the lessee performs his/her obligations arising from these Parking Rules and Regulations and to take any legal measures necessary in case of their violation.
2. The lessor is obliged to maintain the parking facilities serviceable and perform their maintenance, including repairs and maintenance of the parking signage.
3. The lessor is obliged to forthwith handle through parking lot attendants any claims and complaints regarding the quality or range of the services rendered.
4. The lessor is entitled to have a vehicle towed to an impound lot in the event that a lessee has exceeded the maximum parking time limit.

**ARTICLE IV.
Liability for Damage**

1. Pursuant to Article 435 of the Civil Code, the lessor is not liable for damage caused to a motor vehicle placed under the lease arrangement in the Airport's parking facility, as mentioned in Article I herein (with respect to the lease arrangement, such motor vehicles are not considered items held for safekeeping).
2. The operator of the motor vehicle which was damaged by a third party while parked in the parking area operated by the Airport, as indicated under Article I, para. 2 herein, is obliged to forthwith report such incident to the Police of the Czech Republic which will complete an incident report.
3. A motor vehicle operator whose vehicle incurred damage caused by a third party while being parked within the parking facilities operated by the Airport, as set forth in Article I, para. 2

herein, is entitled to lodge a claim for compensation for damage with his/her contracted insurer after reporting the damage to the police.

4. The Airport, as the lessor providing the parking facilities, is liable for damage which was demonstrably caused as set forth in Article 420 of the Civil Code, i.e. in the event that a motor vehicle parked within the parking facilities, as mentioned in Article II herein, incurs damage caused in a demonstrable manner due to the operations of the Airport or as a result thereof.
5. In the event that damage was incurred in a demonstrable manner pursuant to Article 420 a) of the Civil Code, the aggrieved user of the parking area, as specified in Article I, para. 2 herein, is obliged to lodge a claim for compensation for damage with the parking lot attendant on duty (Technical Operations Department, tel. 59/7471116) before exiting the parking area and subsequently proceed in accordance with Article IV, para. 6 below.
6. The procedure for documenting and handling the claim in respect of the damage demonstrably caused by the Airport pursuant to Art. 420 a) of the Civil Code is as follows:
 - a) Before exiting the parking lot, the lessee will furnish proof to the parking lot attendant on duty that the damage was caused by an activity of the Airport.
 - b) The parking lot attendant on duty will then summon his/her supervisor who will complete an incident report in three copies, detailing the following:
 - full name, birth number and permanent address of the motor vehicle operator (entrepreneur or non-entrepreneur), or the trade name, registered office, business ID, full name of an authorized representative, a statutory body or any other person entitled to act on behalf of the legal entity, and the full name, birth number, permanent address of the driver of the motor vehicle if different from its operator;
 - make and licence plate number of the motor vehicle;
 - detailed description of the event (e.g. damage to a motor vehicle during mechanized cleaning of the parking area, damage to the vehicle roof caused by a tree branch falling onto the roof in a windstorm) with sufficient photographic documentation attached.
 - full name, job title of the employee or employees of the Airport, if such person or persons are demonstrably responsible for or caused the damage, and a proposal that the respective assistant to the Managing Director lodge a claim for damages on the part of the company against such person or persons;
 - statements of persons who witnessed the event and will corroborate the liability of the Airport, including each person's full name, birth number, and permanent address;
 - the date and the time the event occurred, if such can be determined, or the time period during which the damage to the motor vehicle caused by the Airport demonstrably occurred (duration of parking);
 - the name of the insurance company with which the motor vehicle operator is insured against liability for damage caused by operation of motor vehicles, the name of the insurance company with which the operator has an insurance policy covering damage of another motor vehicle, and if need be, insurance policy numbers;
 - that the operator (driver) of the motor vehicle damaged through the fault of the Airport has been acquainted with the fact that the Airport has been insured with **Alianz pojišťovna, a.s.** and the claim will be settled by said insurance company;
 - consent or any objection of the aggrieved persons or parking lot attendants or any other employee of the Airport, a witness or any other person involved in completing the incident report;
 - the date and time of completion of the incident report.

- c) Upon completion, the incident report and its copy will be signed by all the parties involved, invariably by the supervisor of the parking lot attendant on duty who drew up the report, by the operator of the damaged motor vehicle, or by any other person who incurred damage, as well as by a witness or witnesses listed in the report.

In the event that the damage to a motor vehicle which has been demonstrably caused by the Airport exceeds CZK 1000, the parking lot attendant will report the damage in a demonstrable manner to the Police of the Czech Republic before completing the incident report and request an inquiry into the incident within the range of the police's duties, pursuant to applicable legislation.

7. The parking lot attendant on duty will issue a signed copy of the incident report to the operator (driver) of the damaged motor vehicle.
8. The following day after the completion of the incident report, the parking lot attendant will submit the third copy of the incident report through his/her supervisor to the Finance Department which will in turn transmit the incident report along with other relevant documents to the insurance company for processing and settlement of the claim.

ARTICLE V. Special and Final Provisions

1. A vehicle having entered the parking area for the purpose of loading and unloading passengers or their baggage is considered a parking vehicle.
2. In the event that emergency safety measures are adopted at Ostrava Mošnov Airport, the parking facility operator is entitled to move any parked vehicle at its own expense to a substitute parking lot without the permission of the vehicle operator. The parking facility operator is also liable to damages resulting therefrom, pursuant to applicable legal regulations.
3. These Parking Rules and Regulations are available in one copy kept by the parking lot attendant on duty and must be presented upon request to any parking lot user for reference and inspection.
4. These Parking Rules and Regulations come into force the day they are signed by the Managing Director of Ostrava Mošnov Airport.

In Mošnov, on the 1st day of September 2006

Ing. Lubomír Vavroš
Managing Director
Letiště Ostrava, a.s.