

Operating Rules for the Parking Area (Parking Places)

at the Ostrava Leoš Janáček Airport, Mošnov 401

I.

1. Letiště Ostrava, a.s., having its registered office in Mošnov descr. no. 401, (hereinafter referred to as the Airport or the Car Park Attendant or the Cashier Attendant), based on ownership title, leases the Parking Areas (parking places) at the Ostrava Leoš Janáček Airport (hereinafter referred to as the „Parking Areas“). The Parking Areas serve to parking of motor vehicles of the travelling public and other persons. The Airport provides with the Parking Areas for the purpose of the lease for parking of motor vehicles, in the form of the lease of parking spaces in these areas.
2. The Operating Rules lay down the regime of the specified Parking Area of the airport which is designated for parking of motor vehicles with the following specification:
 - a) PZ Parking Area – the Parking Area for cars of the employees of Letiště Ostrava, a.s. and the contractual partners of Letiště Ostrava, a.s.
 - b) P1 Parking Area – the central car park in front of the departure terminal, designated for a short-term parking for the travelling public and the contractual partners of Letiště Ostrava, a.s.
 - c) P2 Parking Area - the car park in front of the rail terminal, designated for a short-term parking for the travelling public and the contractual partners of Letiště Ostrava, a.s.
 - d) P3 Parking Area – the car park at the access road to the airport, designated for a long-term parking for the travelling public and the contractual partners of Letiště Ostrava, a.s.
 - e) P4 Parking Area – the car park at the access road to the airport
3. Each Parking Area is divided in individual parking spaces which are marked on the surface with white stripes, except for the P3 car park where the surface does not enable it.
4. Everyone who intends to park a motor vehicle in the Parking Area, stated in subparagraph 2. of this Article, is obliged to enter into a landlord-tenant relationship with the Airport.

II.

1. The landlord-tenant relationship between Letiště Ostrava, a.s. and the owner or the driver of the motor vehicle (hereinafter referred to as the „Operator“) shall be established implicitly for a definitive period; it shall be established at the moment when the motor vehicle enters the Parking Area after obtaining a parking ticket from the self-service ticket machine at the entrance.
2. The landlord-tenant relationship between Letiště Ostrava, a.s. and the Operator shall be terminated (shall cease to exist) at the moment when the motor vehicle leaves the Parking Area after payment of the price for the lease (the rent) at the cashier designated for it. The information on the cashiers and payment machines is available on the information boards at the entrances to the Parking Areas.
3. The landlord-tenant relationship for a definitive period may continuously last for 30 days at the most for cars, unless stated through an agreement of the contracting parties otherwise. The lease term is distinguished between a short-term utilisation of the parking space (1st to

- 10th every begun hour) and a long-term utilisation of the parking space (1st to 30th every begun day).
4. The rent shall be calculated from the moment when the self-service ticket machine at the entrance issues an entry parking ticket, enabling the Operator of the motor vehicle to park it in the respective parking space, from the moment of the issuance of the entry parking ticket to the issuance of a receipt as regards payment of the rent before leaving the Parking Area. Besides others, the date and the time of entry are printed on the entry parking ticket and the time and the price for the lease for parking of the motor vehicle are printed on the exit parking ticket - receipt.
 5. The document proving the establishment of the landlord-tenant relationship for parking of the motor vehicle in the Parking Area shall be:
 - a) for the lease period, the parking ticket, issued by the self-service ticket machine at the entrance before the motor vehicle enters the Parking Area.
 - b) after termination of the lease, the exit parking ticket – receipt which the Operator of the motor vehicle shall receive after payment of the rent before leaving the Parking Area.
 6. In case of loss of or damage to the parking ticket or receipt, the Operator of the motor vehicle must contact the Cashier Attendant of the car park who shall issue a substitute parking ticket, however, only in case when the Operator proves that she/he/it is an operator of the motor vehicle and that she/he/it has parked the vehicle in the Parking Area. In case of loss of the parking ticket, the Operator of the motor vehicle is obliged to pay to the Attendant a one-time fee (a contractual penalty) amounting to CZK 2.000 for the P1 and P2 car park and CZK 1.000 for the P3 car park, unless stated otherwise.
 7. The rent for motor vehicles shall be specified in an applicable price list which is available on the information boards at the entrance into the Parking Areas, at all payment places (cashiers and payment machines) and on the websites of the Airport.
 8. The parking for holders of disability identification cards is designated in the P1 and P2 Parking Area. After producing the respective card at the Information desk in the departure lounge, the holders of disability identification cards shall be relieved from payment of the rent.

III.

Operator of the Motor Vehicle – Tenant of the Parking Space (Parking Place):

1. is obliged to become acquainted with the Operating Rules, which are published on the information boards at the entrances into the Parking Areas, before entering the Parking Area. The full wording is available at the car park cashiers, at the site of the security guard of the airport and is published on the websites of the Airport (<http://www.airport-ostrava.cz>).
2. is obliged, after he/she/it has obtained a parking ticket from the ticket machine, to enter the Parking Area and the respective parking space only by using the marked ways and to adhere to transportation signs and to comply also with other rules, applicable for road traffic according to Act on Road Traffic for the entire period of the traffic in the Parking Area.
3. cannot enter the Parking Area with the motor vehicle which could pollute the Parking Area or cause damage to other parked vehicles.
4. The motor vehicle may be parked only in the marked parking space.
5. is obliged to duly secure the motor vehicle against theft.

6. is obliged to keep the parking ticket issued by the self-service ticket machine at the entrance carefully, cannot leave it in the motor vehicle and expose to the direct solar radiation (it may be damaged). Furthermore, he/she/it is obliged to prevent from any damage to the ticket which disables machinery data reading.
7. is obliged to produce to the Cashier Attendant an ID-card and a certification of the registration of the vehicle, when requesting issuance of a substitute parking ticket for the reason of loss of or damage to the original document. If he/she/it is unable to produce one of the given documents or if he/she/it is not written in the certification of the registration of the motor vehicle as a holder of the motor vehicle, the Cashier Attendant shall always call the Police of the Czech Republic.
8. cannot carry out any repair and maintenance of the motor vehicle or wash it and carry out any other similar activity contrary to the purpose of the lease.
9. is obliged to compensate the Airport for any damage which he/she/it provably causes through parking of the motor vehicle, including environmental damage (e.g. spill of oil, diesel, petrol or another liquid) to its property.
10. is obliged to immediately notify the Police of the Czech Republic of any damage to the motor vehicle.
11. is obliged to immediately notify the Car Park Attendant of any damage which the Operator has caused to any third party during any activity in the Parking Area and on roads.

The Landlord of the Parking Space (Parking Place):

1. is entitled to check whether the tenant adhere to the duties specified by this Operating Rules, and in case of any breach thereof, to take respective legal steps.
2. is obliged to keep the Parking Areas in the conditions enabling the operation.
3. is obliged to immediately settle any complaint on the quality or extent of the provided services, through a Parking Area Attendant.
4. is entitled to ensure that the motor vehicle is towed to the car park for towed vehicles, if the tenant exceeds the maximum time of parking of the motor vehicle. The Operator of the towed motor vehicle is obliged to pay Letiště Ostrava, a.s. not only the rent for the lease period, but also a fee and costs incurred when a motor vehicle is towed to the car park for towed vehicles.

IV.

Liability for Damage

1. The Airport shall not bear any liability for damage to the motor vehicle parked in the form of the lease in the Parking Area of the Airport defined in Article I. of the present Operating Rules pursuant to provision of section 2945 of Act no. 89/2012 Coll., as amended (motor vehicles are not, with regard to the landlord-tenant relationship, any things taken over for safekeeping and this is not the case of a guarded car park).
2. The Operator of the motor vehicle which has been parked in the Parking Area, defined in Article I. subparagraph 2. of the present Operating Rules and has been damaged by any third party, is obliged to immediately notify the Police of the Czech Republic of such damage.

3. Compensation for damage suffered by the Operator of the motor vehicle and caused by any third party, if it was parked in the Parking Area of the Airport, defined in Article I. subparagraph 2. of the present Operating Rules, may be requested by the Operator of the motor vehicle towards the contractual insurer after the prior notification of the damage to the Police of the Czech Republic.
4. The Airport as the landlord of the Parking Area shall have the liability for damage provably incurred pursuant to the provision of section 2924 of Act no. 89/2012 Coll., as amended, i.e. in case when the Airport provably causes damage, through its operational activity or as a result of such activity in the Parking Area, defined in Article I. of the present Operating Rules, to the parked motor vehicle.
5. The tenant of the parking space in the Parking Area, defined in Article I. of the present Operating Rules, is obliged, in case of the provable occurrence of any damage pursuant to section 2924 of Act no. 89/2012 Coll., as amended, to request damage compensation at the Car Park Attendant before leaving the Parking Area.
6. The tenant of the parking space must prove, before the motor vehicle leaves the Parking Area, that the Airport has caused damage to the vehicle through its activity. In such case, the Car Park Attendant shall make out three equal counterparts of the report on damage which shall include the following data:
 - the identification of the „Operator“ and the owner of the motor vehicle
 - the identification of the motor vehicle
 - the description of the damage event (occurrence and extend of the event)
 - the identification of the possible witnesses of the event
 - the data on the insurance company of the Operator of the motor vehicle and the Airport
 - the date and time of the event and the description of all participants, eventually, witnessesIf damage to the motor vehicle caused provably by the Airport exceeds CZK 50.000,-, the Parking Area Attendant shall notify the Police of the Czech Republic of such event and request for making out a report. Subsequently, the report mentioned above is to be made out.

V.

1. In case of any extraordinary safety measures at the airport, the Airport shall be entitled to remove the parked vehicle at its costs to substitute Parking Area, even without consent of the tenant. The Airport shall be liable for damage incurred in such case pursuant to general regulations.
2. The present Operating Rules are available at the Cashier Attendant of the car park and upon request it has to be produced to every tenant for viewing.
3. The present Operating Rules shall come into force on the day on which they are signed by the statutory representatives of the Airport.

Mošnov, 1.4.2015