

Car Park (Parking Spots) Rules and Regulations at the Ostrava Leos Janacek Airport, Mosnov No. 401

I.

1. Based on its title of ownership, Letiště Ostrava, a.s. (Ostrava Airport, joint-stock company), registered office at the address: number 401, 742 51 Mošnov (hereinafter just the "Airport" or "Parking Provider"), rents car park spots (parking spots) at Ostrava Leoš Janáček Airport (hereinafter just the "Car Parks"). Car parks serve to parking of cars of passengers and other persons. The Airport provides the car parks to rent car parking in form of a parking spot renting at the car parks.
2. A regime of the Airport car parks intended to cars parking is governed by the Rules and Regulations a specification as follows:
 - a) Car Park PZ – a car park for cars of employees of the Ostrava Airport and of contractual partners of the Ostrava Airport.
 - b) Car Park P1 – a car park in front of the departure terminal intended particularly to short-stay parking for passengers and contractual partners of the Ostrava Airport.
 - c) Car Park P2 – a car park in front of the transfer terminal, intended to contractual partners of the Ostrava Airport.
 - d) Car Park P3 – a car park at the arrival road to the Airport, intended particularly to long-stay parking for passengers and contractual partners of the Ostrava Airport.
 - e) Car Park P4 – a car park at the arrival road to the Airport, intended particularly to long-stay parking for passengers and contractual partners of the Ostrava Airport.
 - f) Car Park P5 – a car park intended particularly to long-stay parking for passengers and contractual partners of the Ostrava Airport.
3. Each car park is divided into particular spots indicated on the surface by white strips or red pavement save the car park P3 which surface does not allow it and, therefore, only the first and last parking spots in a row of parking spots are indicated there. To improve the orientation, the area is divided with concrete stones, and to smaller sections with installed ropes between them.
4. Anybody intending to park a car at the car park determined in paragraph 2 herein is obliged to enter into a rental relationship with the Airport.

II.

1. A rental relationship between the Ostrava Airport and car owner or driver (hereinafter just the "car operator") is entered into tacitly, for a fixed term, and it commences upon a moment of the entry terminal barrier lifting and car entering the car park following a park ticket takeover from a self-service entry terminal.
2. The rental relationship between the Ostrava Airport and car operator ends (becomes null and void) at a moment of the car leaving the car park upon the rent price (rental) payment in a respective cash desk. Information on cash desks and payment terminals are presented on information boards at entries to car parks.
3. A rental relationship for a fixed term can continuously go on for cars for a period of 30 days as maximum, if not agreed upon otherwise between and by the contracting parties.

4. A rental is counted from a moment the entry self-service terminal dispenses an entry parking ticket authorizing the car operator to park the car at a respective parking spot till rental payment receipt issue before leaving the car park. An entry park ticket states, inter alia, a date and time of entry, and a leaving park ticket – receipt states a time period and rental for a car parking.
5. A document proving a rental relationship conclusion for a car parking at a car park is deemed to be :
 - a) a parking ticket for a rent term dispensed by a self-service entry terminal before car entry to the car park.
 - b) upon the rent ending, an exit parking ticket – receipt received by a car operator upon a rental payment before the car park leaving.
6. In case of a parking ticket loss or damage, a car operator should contact the Information counter employee in the departure hall who will issue him a replacing parking ticket, however, only provided he proves to be the car operator and to have parked the car at the car park. If the car operator loses a parking ticket, he is obliged to pay a one-time charge (contractual fine) in the amount of CZK 2,000.-, if not stated otherwise.
7. A rental for car parking is determined in a valid price list that is available on entry terminals dispensing the parking tickets, on information boards at entries into car parks, on the Airport websites, and on the Information counter in the departure hall.
 Health Disability Card or Severe Health Disability Card holders are provided with special dedicated parking bays at the car parks P1 and P5. Health Disability Card or Severe Health Disability Card holders are entitled to park their cars free-of-charge for a period up to 60 minutes in 24 hours.

III.

Car Owner/Driver– Parking (Parking Spot) User:

1. Prior to entering the car park, he is obliged to become familiar with the Rules and Regulations published on information boards at entries to car parks. The full wording is available also on the Information counter in the departure hall, at the Airport security guards station, and it is published also on the Airport websites (<http://www.airport-ostrava.cz>).
2. Taking a parking ticket from the dispensing machine, he is obliged to enter a car park and respective parking spot only following designated directions, and observe traffic signs for the whole term of the car park using, as well as to comply with other rules effective for road traffic pursuant to effective road traffic legal regulations.
3. He should not enter a car park with a car that could pollute the car park or damage other parked cars.
4. A car can only be parked on a specified designated parking spot.
5. He is obliged to secure the car against its theft.
6. He is obliged to keep carefully a parking ticket dispensed by the self-service entry terminal, he should not leave it in the car and expose it to direct sunshine (it could be damaged). Further, he is obliged to prevent the ticket from any damage that could disable machine data reading.

7. Applying a replacing parking ticket dispensing due to a former ticket loss or damage, he is obliged to present the employee of the Information counter in the departure hall his identity card and Registration of Certificate for the car. If he is unable to present any of the above mentioned documents, or if he is not entered in the Registration of Certification for the car as its owner, the Information counter employee shall always call a Police of the Czech Republic.
8. He shall neither make any car repair or maintenance or its cleaning at the car park nor to do any other similar activity in contrary to the car parking spot rent purpose.
9. He is obliged to compensate the Airport for any loss provably caused by his car parking, including environmental damages (e.g. car operation fluid escape) at its property.
10. He is obliged to report immediately the Police of the Czech Republic any loss incurred to the car in the course of the rental relationship.
11. He is obliged to report the car park operator immediately any loss caused to a third person during his activities at the car park and on roads.

Car Parks Provider – Parking (Parking Spot) Provider:

1. He is entitled to control whether a car operator meets obligations defined in the Rules and Regulations, and, in case of any breach, he is entitled to adopt respective legal measures.
2. He is obliged to maintain car parks in the operable condition.
3. He is obliged to settle immediately any claims regarding the quality or scope of provided services, through the Information counter employees.
4. He is entitled to arrange recovery services to remove a car situated at the car park provided the car operator exceeds a maximum car parking period. The operator of the car moved away in this way is also obliged to pay the Ostrava Airport not only a rental for the rent term at the car park but also a charge for cost incurred in relation to the car moving away to a lay-off park.

IV.

Liability for Damages

1. The Airport assumes no liability for a damage to a car parked in form of rent at the Airport car park stated in the Article I herein pursuant to provisions of § 2945, Act No. 89/2012 Coll., as amended (cars in respect to a rent relationship are not deemed to be items taken over into custody, and the car park is not a secured car park).
2. The operator of a car parked at the car park stated in the Article I Par. 2 herein that was damaged by a third person is obliged to report a damage immediately to the Police of the Czech Republic.
3. If a car was parked at the Airport car park as stated in the Article I Par. 2 herein and was damaged by a third person, a car owner is entitled to claim compensation at his contractual insurance company following a previous damage reporting to the Police of the Czech Republic.
4. The Airport as the owner of the car park is liable for damages provably incurred pursuant to provisions of § 2924 Act No. 89/2012 Coll., as amended, i.e. in case it provably makes a

damage to a parked car due to its operation activity or as a consequence of such activity at the car park.

5. In case of a provably damage occurrence pursuant to § 2924 Act No. 89/2012 Coll., as amended, the user of the car parking spot as stated in the Article I. herein is obliged to claim compensation at the car park provider still before leaving the car park.
6. Prior to leaving the car park, a parking spot user should prove the damage to the car was caused by the Airport due to its activity. In such case, the car park provider shall furnish three Damage Report counterparts that shall include data as follows:
 - Identification of the car park provider and car owner
 - Identification of the car
 - Occurrence of a loss (event occurrence and extent)
 - Identification of the event witnesses, if any
 - Data on the insurers of the car operator and Airport
 - The event date and time, and signatures of all parties or witnesses

If a damage to the car caused provably by the car park provider exceeds CZK 50,000.- , the car park provider shall report the event to the Police of the Czech Republic and ask for its recording. Then he prepares a report as stated above.

V.

1. In case of extraordinary safety measures, the operator is entitled to relocate a parked car at its own cost to another car park, also without a consent of the parking spot renter. The operator is liable for any loss incurred according to commonly binding regulations.
2. The Rules and Regulations come into force upon their signing by statutory representatives of the Airport.