

# Rules of Operation for the Underground Parking Lot at Křižíkova 44

## A. General Provisions:

1. The rights and obligations contained in these rules of operation form an integral part of the agreement on provision of parking spot(s) entered into between the parking spot user and provider – SI KARLIN, s.r.o. (hereinafter the “Agreement”), the subject of which is providing the user with the right to park motor vehicles (hereinafter the “vehicle”) against consideration in the underground parking lot located on the first and second underground levels of building No. 213 (hereinafter the “building”) at Křižíkova 44, Praha 8 - Karlín (hereinafter the “underground parking lot”) under the conditions stipulated in the agreement and these rules of operation. Pedestrian or vehicle entry is permitted only for drivers interested in short-term parking, drivers who have leased parking spots registered with the building manager or in the MR.PARKIT reservation system (“Users”), persons accompanying Users, or persons authorized by Users. The parking spot user is liable for any damage caused by such persons while they are in the garage.

2. Users may enter the underground parking lot and park only passenger cars and light delivery vehicles and two-wheeled vehicles without trailers attached. Vehicles must be in good technical condition and must not exceed 200 cm in height for passenger cars designated for parking.

3. The underground parking lot is subject in full to the provisions of Act No. 361/2000, on road traffic and the amendment of certain acts, as amended.

4. The underground parking lot operates round-the-clock, and users are entitled to park their vehicles and pick them up at any time of day or night. Vehicle entry to the underground parking lot is from Křižíkova street and is secured by technical equipment that users must access only by means of their parking card / electronic chip upon entry to and exit from the underground parking lot.

5. Lessees acknowledge that the garage is not guarded, i.e. neither the parking spot owner nor agent are obliged to guard the lessee’s vehicle. Neither the provider or agent guards vehicles or items left in vehicles in the underground parking lot. The operator and agent have no liability for damage caused to persons, animals and/or things located in the garage without reason. The operator and agent are not liable for damage caused due to a random event or force majeure (such as armed robbery, spontaneous combustion of a parked vehicle, weather effects (snow, ice...), war, acts of terrorism, sabotage, etc.). The operator and agent are not liable for damage caused to the vehicle or other movable assets of the parking lot user, nor for damage caused by injuries incurred in the garage. The operator and agent are thus not liable to any person under any circumstances for property damage caused by the actions of a third party, such as theft, break-in, damage, etc. The operator is liable only for property damage provably caused by the provider’s employees and for damage to or destruction of a vehicle that takes place due to unforeseeable events originating

in a defect in the underground parking lot or building, and the operator has the appropriate insurance coverage for these cases. Users must report property damage for which the provider is liable pursuant to the previous sentence without delay (within no more than 15 minutes) after discovering it to the provider’s contact person set forth in the contract.

6. Users are liable to the provider for property damage incurred by the provider through loss, theft, damage or destruction of the parking card / electronic chip. In such a case the provider is entitled to draw on the deposit as compensation for property damage in a flat amount of CZK 1000 for each parking card / electronic chip. Users must report loss, theft, damage or destruction of the parking card / electronic chip without delay (within one hour at the latest) to the provider’s contact person set forth in the contract.

7. Users are also liable to the provider for property damage caused to the provider, in particular to building structures in the underground parking and building or technical equipment securing operation of the underground parking lot. Users must report any such property damage without delay (within no more than 15 minutes) to the provider’s contact person set forth in the contract.

## B. Prohibitions:

8. The following is strictly prohibited in the underground parking lot:

8.1. using more parking spots than the user is entitled to by contract;

8.2. parking more than one vehicle in one parking spot; motorcycles can park up to two motorcycles in one parking spot, provided that they do not impede those

parking in neighboring spots;

8.3. using parking spots marked as reserved for another person, i.e. where the relevant vehicle’s license plate number, name of the individual or business, or sign saying RESERVED is posted on the parking spot; MR.PARKIT clients park in the assigned and appropriately marked parking spots;

8.4. smoking and open flame;

8.5. using the underground parking lot for any purpose other than parking vehicles, in particular unloading and storing items of any kind, especially those made of flammable materials;

8.6. handling and/or storing fuel and oil;

8.7. performing any vehicle maintenance or repairs, draining coolant and/or washing vehicles;

8.8. leaving the vehicle engine running for longer than necessary;

8.9. entering and parking vehicles that run on natural gas;

8.10. entering and parking vehicles with a leaking tank or other damage posing a threat to the operations or cleanliness of the underground parking lot to a degree not warranted by current weather conditions, or vehicles that are not in good working condition or that do not meet technical standards;

8.11. parking vehicles outside the marked parking spots, especially in lanes, in front of emergency exits, on crosswalks and in front of exits (elevators) from the underground parking lot;

8.12. leaving persons, animals or

valuables in parked cars;

8.13. modifying parking spots in any way, e.g. changing the signs or putting up mechanisms preventing other users from parking in any parking spot in the underground parking lot;

8.14. skating on roller skates or skateboards.

### **C. Obligations of users:**

9. In addition to the obligations stipulated in the contract, parking spot users in the underground parking lot must also do the following:

9.1. protect the parking cards / electronic chips assigned to them from loss, theft and damage;

9.2. follow all signage and traffic rules when parking, in particular all traffic signs, lights, information boards, ground markings, etc.;

9.3. park vehicles in marked parking spots, i.e. with no overlap to the next parking spot and not preventing other vehicles from driving or parking in the neighboring parking spot;

9.4. inform the provider in advance of any state registration plates removed from the vehicle, e.g. in order to re-register the vehicle;

9.5. walk around the underground parking lot outside the vehicle only on the side of the roadways as much as possible, and use only the designated staircases and elevators to move between floors;

9.6. secure vehicles against theft and use the emergency brake;

9.7. follow the instructions of underground parking lot staff.

10. Users are also liable for meeting the obligations under these rules of operation and the contract on the part of drivers who access the underground parking lot with one of the parking cards / electronic chips assigned to that user / or if they have a valid reservation with MR.PARKIT, as well as on the part of their passengers, to the extent appropriate. If such a person breaches any of the obligations, the user is liable for property damage and must pay the associated contractual penalty pursuant to these rules of operation as if the user had breached that obligation themselves.

### **D. Penalties against users for breach of obligations and prohibitions:**

11. If a user breaches any of the prohibitions listed in section B or any of the obligations listed in section C of these rules of operation, the provider is entitled to do the following:

11.1. require the user to pay a contractual penalty of CZK 500 for each breach of prohibition or obligation. The contractual penalty does not affect in any way the provider's right to claim compensation for damage in full;

11.2. take measures at the user's expense to allow other users of parking spots in the underground parking lot to make use of the parking lot services or to protect its rights, in particular to move (repark) the vehicle or have it towed out of the underground parking lot.

12. If a user parks in such a way that the neighboring parking spot cannot be

used, the user must also pay, in addition to the contractual penalty, compensation corresponding to the current fee for using that parking spot.

13. If a user falls into delay with any payment arising from the contract, the provider is entitled to place equipment on the user's vehicle preventing the user from leaving, and to leave it on the vehicle until the user has paid any and all amounts due under the contract and these rules of operation, including contractual penalties.

The English version of the Operation Rules of the garage is a translation of the original Czech version. It is only of an informative nature. In the event of any discrepancy between the English and Czech versions, the Czech version takes precedence.

In Prague, on April 1, 2018