

The fulfillment of the public contract is financed by means of the Ministry of Agriculture of the Czech Republic

as part of a project entitled "Education and presentation of multifunctional agro-forestry management in relation to the Czech Centre of Excellence operated by the Ministry of Agriculture of the Czech Republic between 2017-18" Reg. No. 57/2019 "

### LEASE AGREEMENT

pursuant to the relevant provisions of Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as the "Act") concluded by the following parties, on the following day, month and year

**Tenant: Mendel University in Brno**

part: Faculty of Forestry and Wood Technology

with its registered office: Zemědělská 3, 613 00 Brno

represented by: prof. Dr. Ing. Libor Jankovský, Dean of the Faculty of Forestry and Wood Technology

Authorized by: prof. Dr. Ing. Libor Jankovský, Dean of the Faculty of Forestry and Wood Technology

contact person in techn. matters: doc. Dr. Ing. Jindřich Pavliš; jindra.pavlis@yahoo.com; tel .: 602 287 939

Business ID: 62156489

Tax ID: CZ62156489

Bank details: Komerční banka, a. s.

account number: 7202450247/0100

on the one hand and further referred to as the "Tenant"

and

**Landlord: Agriserve Agro Limited**

based: Fens Investment Building, Lusaka Showgrounds, Lusaka ZAMBIA

address for delivery (if different from the above):

acting: Liesel Otten

Company ID: 120160000861

Tax ID: 1003584065

bank connection: FNB Commercial Branch, Arcades, Lusaka Zambia

account number: 625 919 46 614

on the other hand, and hereinafter only as the "landlord"



In the event that any of the above information is changed, the Contracting Party to which the change occurred shall notify the other Contracting Party thereof in a conclusive manner (by registered letter or e-mail signed with an advanced electronic signature, in accordance with Act No. 297/2016 Coll., on trust-creating services for electronic transactions) without undue delay. In the event of damage as a result of non-compliance or breach of this obligation, the party which caused the damage undertakes to fully compensate the damage.

The contract is drawn up in two equivalent language versions in English and Czech.

#### I. Article Subject Lease

1.1 The subject of performance and the purpose of this lease is the lease of a tractor, cultivator, dicator, fertilizer spreader, chemical sprayer, grader for landscaping, truck trailer, 2 cars and minibus (hereinafter also "thing") according to Annex no. 1 of this contract - technical specifications.

1.2 The Lessor declares that it is the sole owner of the thing, ie the cars specified in 1.1.

1.3 The Lessor declares that it has the full right to validly lease the thing to the Lessee by this contract.

1.4 The Lessee declares that prior to the conclusion of this Contract, the Lessee has inspected the thing and has become acquainted with the state of the thing and in this state takes over the thing for lease.

1.5 The Lessor declares that the thing is free from defects.

1.6 The Lessor hereby undertakes to give the Lessee the thing including all parts and accessories for temporary use and the Lessee undertakes to pay the Lessor the rent for it.

#### II. Article Rent

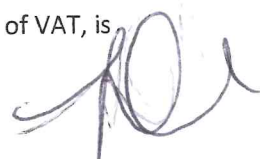
2.1 The Lessee undertakes to pay a one-time rent of USD \$17,315.44 (SEVENTEEN THOUSAND THREE HUNDRED AND FIFTEEN US DOLLARS AND 44/100 US CENTS

2.2 The contracting parties agree that all costs associated with the operation of the thing, in particular fuel, eventually water for washers, etc., are not part of the rent.

#### III. Article Payment Terms

3.1 The rental of a thing under this contract is payable by bank transfer. The Contract is concluded by publication in the Register of Contracts in accordance with Act No. 340/2015 Coll., On the Register of Contracts, as amended.

3.2 If the lessor does not have its registered office in the Czech Republic, he does not pay VAT and the lessee is liable for VAT. The price referred to in Article 2 of this Agreement is exclusive of VAT, is



maximum permissible and cannot be exceeded under any conditions. The rent is final and includes all costs associated with the agreed and specified scope of performance.

3.3 The tax document shall contain the particulars of the tax and accounting document according to the legal regulations valid at the place of the lessor's registered office.

#### IV. Article

##### Duration of the contract

4.1 The lease of the thing is arranged for a definite period of time, from 1 December 2019 to 31 December 2019.

4.2 The lease of the property begins on 1 December 2019.

4.3 At the same time, the Lessor undertakes to notify the person named as principal of the operative in the header of the contract, ie doc. Dr. Ing. Jindrich Pavlis, email: jindrich.pavlis@mendelu.cz, to take over the thing well in advance (at least 3 working days) and demonstrably informs her that he intends to hand over the subject of lease, otherwise the lessee is not obliged to take over the thing.

4.4 The place of performance and the person authorized to take over the item and sign the handover protocol will be determined by the lessee in the email sent.

#### Article

##### Handing over the thing back to the landlord

5.1 The Lessee is obliged to hand over the thing to the Lessor no later than the last day of the lease under this Agreement.

5.2 The lessor shall draw up and sign the handover protocol or other document confirming the handover of the thing to the lessor on the realization of the lease.

#### VI. Article

##### Termination of the lease

6.1 The Lessee has the right to terminate this Agreement for any reason.

6.2 The lease of the thing ends with the expiry of the notice period or with the termination of the contract.

#### VII. Article

##### Final Provisions

7.1 Issues not expressly regulated by this Agreement shall be governed by the relevant provisions of Act No. 89/2012 Coll., The Civil Code.

7.2 The unenforceability and / or invalidity and / or ineffectiveness of any provision of this Agreement shall not affect the enforceability and / or invalidity and / or ineffectiveness of other arrangements. In the event that any provision of this Agreement is to terminate and / or become effective, the Parties undertake to enter into negotiations as soon as possible to agree on an acceptable way to implement the conclusions contained in such provision of this Agreement that are valid and / or effective and / or enforceability lost.

7.3 This Contract is made out in 3 counterparts with the validity of the original, with the Lessor receiving one and the Lessee two copies.

7.4 This contract is concluded by publication in the register of contracts.

Annexes: Annex No. 1 - technical specification of the required performance



In Brno on 22.11.2019

For Tenant

prof. Dr. Ing. Libor Jankovsky  
dean LDF

doc. Dr. Ing. Jindřich Pavliš  
Project Coordinator

In Lusaka on 4<sup>th</sup> November 2019

For Lessor

MESELOTTEN  
FINANCIAL DIRECTOR

Signature of person authorized to act  
name or lessor

**agriserve**  
*Agro*

Fens Investment Building | Lusaka Showgrounds  
T: +26 (0) 969 767 272 | E: info@agriserveagro.com  
Reg. No.: 120160000861 | TPIN: 1003584065

# RENTAL OF VEHICLES, MACHINERY AND EQUIPMENT

Dated : 04/11/2019

# agriserve

SOUTH AFRICA OFFICE  
Upper Level Urban Attic  
16 Sloux Street  
Voorbaai Mossel Bay 6500

# Agro

AFRICA OFFICE  
Fens Building  
Lusaka Show Grounds  
Cattle Section Lusaka 50100  
www.agriserveagro.com

Annex no. 1 - technical specification		
Item	expected value (in USD, no VAT)	provider's offer (in USD without VAT)
1 tractor (100Kw) with operator and the front loader	\$5 650.00	\$5 245.50
manure spreader (content min. 0,7m3), trailer (loading area 15 m2), sprayer of chemicals (capacity 1000 l, lengths of arms 10m)	\$4 400.00	\$3 090.30
1 microbus (min. 15 seaters)	\$850.00	\$1 180.00
2 pick-ups	\$2 100.00	\$3 897.60
heavy loader (material and livestock transport)	\$2 100.00	\$1 545.50
grader (width of the catch, min.4 m, operating weight min. 10t, 150kW)	\$2 750.00	\$2 356.54
Sum:	<b>\$17 850.00</b>	<b>\$17 315.44</b>

**Note: The supplier guarantees the availability of a call-back service within 24 hours and ensures the repair or delivery of the new machine at the price of the public contract.**