

This Advertising Contract is made on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ ,

by and between:

**Travel agency Novalja s.r.o.** ("CK Novalja"), IČ 02325004, registered seat Starobrněnská 334/3, 602 00 Brno, Czech Republic, registered with the Commercial Register kept by the Regional Court in Brno, section C, insert 80928

email: [hrdina@novalja.cz](mailto:hrdina@novalja.cz)

and:

\_\_\_\_\_ ("Property Owner")

email: \_\_\_\_\_ phone number \_\_\_\_\_

## Advertising Contract

### I.

#### Introductory Clause

**CK Novalja** declares that it is the provider of the website located at the following link and address: [www.aerialcroatia.com](http://www.aerialcroatia.com). There are aerial pictures of the Croatian coast on the website. CK Novalja declares that it is the owner of the pictures, and that it holds the copyright to the pictures.

**CK Novalja** declares that it runs an application on this website due to which it is possible to tag any objects in the pictures at this website. This applies to objects such as hotels, apartments, guest houses, campsites etc. Tagging the object is done by inserting a hyperlink to the objects which leads to the website of the Property Owner where this object is specified in more detail and where there is further information related to this object.

For the purpose of this contract, the **Property Owner** is considered to be the owner of the object, and/or the agent who is authorized by the owner to arrange accommodation for those interested in the object, and/or the operator of the object.

### II.

#### Subject Matter of the Contract

1. By this contract, CK Novalja provides the Property Owner with the right to have the link leading to the website related to the object placed on the website [www.aerialcroatia.com](http://www.aerialcroatia.com). The websites and the object in question are specified in Article I. of this contract. The contract is valid under the following conditions.

2. The Property Owner accepts this right and undertakes to provide assistance in the performance of the subject matter of this contract and to pay the price agreed below.

### III.

#### Conditions of Cooperation

|   |            |
|---|------------|
| The name of the object  |            |
| The address of the object   |            |
| GPS coordinates of the object (if available)  |            |
| The kind of object: hotel, guest house, campsite, apartments etc.   | Apartments |
| The property owner (first and last name, or the name of the company)  |            |
| Ordering party of the advertising services (first and last name, or the name of the company)                                    |            |
| VAT payer (yes/no)  |            |
| OIB (or any tax identification number)  |            |
| URL - hyperlink to the website of the object  |            |
| The period of placement of the link on the website <a href="http://www.aerialcroatia.com">www.aerialcroatia.com</a> (from – to) |            |
| Price for having the object tagged for 1 year (without VAT)   | 50 €       |
| The date of filling in the form   |            |

### IV.

#### Payment Terms

1. After the conclusion of this contract, CK Novalja will issue an invoice with the price for tagging the object as stated in Article III. of this contract.
2. The invoice will have the essentials of a tax document with a due date of 14 days from the day of delivery. The invoice will be sent in electronic form to the email address of the Property Owner mentioned above in this contract.
3. The link of the Property Owner will be placed on the website of CK Novalja only after the invoice has been paid to the account of CK Novalja.

### V.

#### Other Conditions

1. CK Novalja is not responsible for the fact that the website to which the link will lead will not work, or will show any defects that will make it impossible for them to be displayed to potential customers.
2. In case it is discovered that the Property Owner is not authorized to place a link to the object, or the link to the object displays websites containing content other than the presentation of the object and matters related, CK Novalja is authorized to remove that link from its website. It will report this to the Property Owner.
3. The Property Owner declares that if the website to which a link is leading from the website [www.aerialcroatia.com](http://www.aerialcroatia.com) contains any work of authorship (e.g. photographs), he meets all the legal requirements regarding the copyright and the usage of that work.
4. In case there is an obstacle on the side of CK Novalja and CK Novalja does not provide the tagging of the object on the website [www.aerialcroatia.com](http://www.aerialcroatia.com) for the entire agreed time, it undertakes to return the proportional part of the price to the Property Owner for the period of when the link was

not displayed at the website. This obligation does not apply to cases when the non-provision of the placement of the link is due to force majeure and also due to actions (active and passive) of the Property Owner.

## **VI.**

### **Effect of the Contract**

This contract is concluded for a fixed period as specified in Article III. of this contract.

## **VII.**

### **Choice of Law and Jurisdiction**

1. This contract, as well as issues that are not regulated by this contract at all, or just partially, are governed by the legal code of the Czech Republic, in particular Act No. 89/2012 Coll., the Civil Code.
2. The contracting parties agree that in case of a dispute between them, this shall be settled by agreement. If the dispute fails to be settled by agreement and the dispute continues, the parties agree that all disputes arising from this contract and related to this contract shall be resolved by the factually and locally competent court in the Czech Republic.

## **VIII.**

### **Final Clause**

1. Any changes and amendments to this contract, or its cancellation in whole or in part, require written form for its validity and must be signed by both parties, otherwise they are invalid. Oral agreements are inadmissible.
2. The contract comes into effect upon signature by both contracting parties.
3. The contract is made in two copies one of which belongs to each contracting party.
4. The contracting parties declare that they are fully competent for legal proceedings, that they have read this contract prior to its signature, and that it has been drawn up on the basis of their free and genuine will, seriously and surely, without distress and noticeably favourable conditions. As a proof they attach their handwritten signatures below.

In \_\_\_\_\_ on \_\_\_\_\_

In \_\_\_\_\_ on \_\_\_\_\_

.....

CK Novalja

.....

Property Owner