

## **PUBLIC OFFER AGREEMENT**

Approved by the General Manager of MC ILDORF LLC

I.V. Khudayberdyeva

« \_\_\_\_\_ » \_\_\_\_\_ 2016.

### **1. GENERAL PROVISIONS**

- 1.1. This document is an official proposal (public offer) of MC ILDORF Limited Liability Company, hereinafter referred to as the "Contractor" and it contains all the essential conditions to provide services (hereinafter - the "Services").
- 1.2. Pursuant to p. 2, Article 437 of the Civil Code of the Russian Federation (the RF Civil Code) in case of the acceptance of the conditions stated below and the payment for services an individual who accepts this Offer, shall become the Customer (pursuant to paragraph 3, Article 438 of the RF Civil Code the acceptance of this Offer shall be equivalent to the conclusion of an agreement under conditions specified in the Offer), and the Contractor and the Customer shall be jointly referred to as the Parties to the Offer Agreement.
- 1.3. In view of the foregoing, read thoroughly the text of this Public Offer. If you disagree with any item of this Offer, the Contractor offers you to waive the use of services or to enter into a separate agreement with us.

### **2. THE SUBJECT OF THE OFFER**

- 2.1. The subject of this Offer shall be the provision of services to the Customer under the conditions of this Offer and as per the Price List for the Contractor's services valid within the period of service rendering. The list of services provided by the CONTRACTOR with the indication of their cost is posted on the CONTRACTOR's web-site and at the reception desk.
- 2.2. The Contractor shall have at any time the right to change the Price List and conditions of this Public Offer unilaterally without any prior agreement with the Customer but providing herewith for the publication of such changed conditions.

### **3. RIGHTS AND OBLIGATIONS OF THE PARTIES**

- 3.1 The Contractor hereby agrees:
  - 3.1.1 To provide proper-quality services in full scope and within time as agreed by the Parties.
- 3.2 The Contractor shall have the right:
  - 3.2.1. To engage any third parties for the execution of this Offer, in this case the Contractor shall bear the responsibility for the quality of services to be provided by such third parties.
  - 3.2.2. To evict the Customer, if the latter violates the Accommodation Rules and the Fire Safety Regulations.
  - 3.2.3. To hold corporate events and weddings in the territory of the Club during individual guests stay.
  - 3.2.4. Any things lost or forgotten by guests shall be transferred by employees to the reception desk. After the departure date they shall be transferred to the general service office, where they shall be kept within three months. During this time such lost or forgotten items may be delivered to the owner in the territory of the Country Club Ildorf. Upon the expiry of this time such items shall be utilized.
- 3.3. The Customer hereby agrees:
  - 3.3.1. To pay for services rendered under procedure and within time limits stipulated by this Agreement.
  - 3.3.2. To observe the Accommodation Rules established by the Contractor.

### **4. SERVICE ORDERING AND PAYMENT PROCEDURE**

- 4.1. The CUSTOMER shall have the right to order services in any convenient way: by phone (438-88-88), by sending fax messages, by e-mail or through the Contractor's website.
- 4.2. The booking confirmation shall be provided to the Customer upon request.
- 4.3. Having booked a room the CUSTOMER shall pay for services on the basis of the 100% pre-payment of the total cost of services.
- 4.4. The accommodation shall be carried out only upon the receipt of the 100% payment from the CUSTOMER.
- 4.5. The CUSTOMER shall be obliged to pay for Contractor's services within 3 (three) days after booking. If the Customer books a room less than within 3 (three) days before the arrival date, the Customer shall be obliged to pay for the Contractor's services on the day of booking.
- 4.6. The CUSTOMER shall have the right to pay for services by paying cash to the CONTRACTOR'S cashier's desk or to make payment through the Internet.
- 4.7. The date of payment shall be deemed the date of the receipt of funds to the bank account or to the cashier's

desk of the CONTRACTOR.

## **5. THE RESPONSIBILITY OF THE PARTIES**

5.1. The Parties shall bear the responsibility for the non-performance or improper performance of their obligations under this Agreement in accordance with the current legislation.

5.2. The booking cancellation policy shall be as follows: the booking should be cancelled within at least 10 (ten) days before the arrival date.

Pursuant to p. 15 of the Regulations for the Provision of Hotel Services in the Russian Federation approved by the Government Decree N 1085 dated 9 October 2015 in case of the late booking cancellation or non-arrival of the Customer, the latter shall be charged a fee for an actual vacant room per day. Furthermore, in case of the late booking cancellation or non-arrival of the Customer, the latter shall agree to pay for the booking service at the rate of 10% of the total cost of services.

5.3. The Parties shall be released from their responsibility under this Agreement, if it has resulted from force majeure circumstances, namely: fire, natural disasters, warfare, strikes and any other social and political events as well as from any unforeseen and unavoidable circumstances. A Party, which has become unable to perform its obligations under this Agreement because of force majeure, should inform the other Party on the occurrence (or termination) of such contingencies immediately or within at least three days from the time of their occurrence. Failure to notify or the late notification thereabout shall deprive the Parties of the right to refer to any of these circumstances and shall not release from the liability under this Agreement.

5.4. In case of the non-use of any reserved rooms and services through the CUSTOMER'S fault, the CONTRACTOR shall bear no responsibility. The CUSTOMER'S responsibility is determined by the current legislation.

5.5. The CUSTOMER shall have the right to increase the scope of ordered services only with the CONTRACTOR'S consent having additionally paid an amount specified by the CONTRACTOR.

5.6. Any claims for quality of services should be made on the day of the check-out. In case of the non-observance of this term by the CUSTOMER, such services shall be deemed to have been rendered in full, in due time and with proper quality.

**5.7. Any disputes under this Agreement shall be settled by negotiations and if a conflict is not resolved it shall be litigated in accordance with the current legislation of the Russian Federation.**

## **6. ACCOMMODATION RULES**

1. A room in the Club shall be provided upon the presentation by each guest of a passport or any other identity document issued under the established procedure.
2. Any persons accompanying children (without their parents) shall produce upon arrival the following documents: Birth Certificate, medical insurance policy, a notarized authorization from their parents issued to a person accompanying a child.
3. The check-in procedure shall include the completion of a form, the delivery of a Guest Card and room keys at the reception desk. A Guest Card shall give the right to use all the Club services. If the room key is lost, a guest shall pay the cost of the key in the amount of RUB 800, for the loss of the electronic key the amount shall be RUB 100.
4. Pursuant to Federal Law N 15-FZ of 23.02.2013 N On the Human Health Protection from Exposure to Tobacco Smoke and Impact of Tobacco Smoking the Club Ildorf is a smoke-free zone! Smoking is only allowed in specially allotted areas marked with placard "Smoking Area". In case of smoking in rooms, halls, at the restaurant, in premises of the Business Center and the Sports Bar as well as in any other areas of the Club a guilty guest shall be obliged to pay for the service of anti-tobacco processing of facilities in the amount of RUB 3 000.
5. The accommodation with pets shall not be allowed. The Administration reserves the right to refuse your accommodation and to charge a fee for a vacant room in the amount of the cost of a room for the first night.
6. The check-in shall be carried out after 16:30, the check-out shall be till 14:00. During holidays the time of check-in and check-out may be changed at the discretion of the Administration. Earlier check-in and later check-out shall be extra paid. A guest shall notify about his/her desire to extend the length of stay within at least 3 days before the check-out date. The Administration shall extend the length of stay, if possible. In case of later departure from the room without the agreement with the Administration, in addition to payment for a room a guest shall reimburse the hotel costs for payments in favor of any third parties, whom the Administration should provide this room.
7. After check-out you should leave the Club before 14:30. The stay on the Club territory after 14:30 shall be for extra charge. During check-out you should pay at the reception desk some extra charge for your longer stay in the territory. The charge shall be RUB 350 rubles for an adult and RUB 175 per a child aged up to

- 12 years. The said price shall include the use of the territory. Food, drinks, the use of swimming pool and all extra services shall be paid additionally.
8. The residential buildings of the Club shall be a silence area, where no disturbance of other guests shall be allowed. Pursuant to the Nizhny Novgorod Regional Law of April 1, 2015 №44-3 On Ensuring Peace and Quiet for the Population in Nizhny Novgorod region the noisy entertainment which may disturb other guests of the Club shall not be allowed after 23:00. The violation of this rule may entail an administrative responsibility.
  9. One child aged up to 5 years shall stay free of charge without being provided a separate bed.
  10. The accommodation of the third guest in a room shall be paid at rates for additional guests (follow-on offering).
  11. A visit to the Club by guests not staying in rooms only possible as agreed with the Administration and at an extra charge. Their attendance time shall be up to 23:00. The stay of visitors in a room after 23:00 shall be paid as per the current Price List for accommodation. The Administration reserves the right to refuse visits to the territory on high-loaded days, weekends and holidays.
  12. The entrance to service, technical and utility facilities shall be strictly prohibited for guests and visitors.
  13. The routine cleaning of a room shall be carried out during a day. Bed linen and towels shall be changed every three days. The change of a bed linen set more often than every 3 days shall be extra-charged in the amount of RUB 250. The change of towels before the specified time shall be free of charge. On the check-off day linen shall not be changed and the routine cleaning shall not be performed.
  14. The guaranteed reservation (paid before the arrival) shall be retained until 14:00 the next day.
  15. The price of a room shall include services according to the paid rate. Any other extra services not included in the room price shall be paid when checking-out at the reception desk.
  16. Rooms of the Club are equipped with mini- bars with drinks and snacks, which may be purchased for an extra charge. Mini-bars shall not be intended for food storage. The payment for such mini- bar services shall be made when checking-out at the reception desk.
  17. The swimming pool may only be attended by guests wearing special bathing clothes (swimming trunks, bathing suits). It is strictly forbidden: to come to the swimming pool after drinking beer and other alcoholic beverages, to dive, to eat and drink alcohol in the swimming pool and in locker rooms.
  18. The Administration of the Club shall not be responsible for the safety of swimming in the adjacent pond because it does not belong to the Club and is located outside its territory.
  19. Children up to 16 years old may attend the swimming pool and the beach at the adjacent pond only when accompanied and supervised by adults, the full responsibility for the safety of children shall herewith be born by their parents.
  20. It is prohibited to make independently fires and to use all types of fireworks, including sky lanterns and sparklers on the Club grounds and in its premises. A fine therefor shall be RUB 30 000.
  21. It is prohibited to take away food from the buffet lunch at the restaurant of the Club and to eat therein food and alcoholic brought thereto. In case of drinking alcoholic beverages brought therewith at the restaurant of the Club a service fee shall be charged in the amount of RUB 3 000.
  22. When leaving the Club guests must make payment in full for services provided, hand over the room key to hotel reception officers and complete a Guest Card. A Guest Card shall be produced when checking-out to the control service staff.
  23. To ensure the security in public areas of the Club, there is the round-the-clock video monitoring.
  24. The Administration of the Club shall bear no responsibility for the safety of valuables not deposited in a safe-box at the reception desk.
  25. It is prohibited to wear any cold arms, fire and gas weapons in the territory of the Club. Any brought weapon shall be deposited in the safe-box at the reception desk.
  26. The Administration of the Club reserves the right to evict a guest for any immoral behavior or for committing offence to the human dignity of the staff without the repayment of funds and with bringing such a person to the list of unwanted guests. The Administration may refuse to persons entered into such list to be provided services without any explanation.
  27. In case of any loss of or damage to the Club's property the liability shall be incurred pursuant to Art. 1064 of the RF Civil Code. The payment for any damaged property shall be charged as per the current Price List.
- When using any services a guest shall be obliged to estimate his/her skills and level of training, be careful when using sports equipment. To avoid injury during sports activities, entertaining games as well as while swimming in the pool, please listen to requests and recommendations of the staff. The Administration shall not be responsible for any injuries of guests occurring during skiing, skating, sledging, with slides, bicycles, roller skates etc.
29. A guest shall be obliged to ensure the proper care for minors living with him/her. Small children should not be left alone in rooms as well as walk through the territory of the Club without being accompanied by adult. The responsibility for the life and health of minors shall be born by adults who accompany children on holiday.
  30. The Club shall not be responsible for the non-compliance of services provided or weather conditions with the guest's subjective expectations.
  31. In case of any violation of these Accommodation Rules the Administration shall be entitled to refuse the future service provision to a guest (p. 33 of the Regulations for the Provision of Hotel Services in the Russian Federation).

32. By signing these Accommodation Rules a guest confirms that he/she is familiar with the Offer Agreement and joins thereto.

**6. PAYMENT DETAILS**

**MC Ildorf LLC**

Address: 1, Priozernaya St., Ilyino settlement,  
Volodarsky district, Nizhny Novgorod region

TIN/RRC 5214009874/521401001

Acc. 40702810842160104849

Volgo-Vyatsky Bank of the Savings Bank of Russia  
Nizhny Novgorod

BIC 042202603

Corr.acc. 30101810900000000603