

**CONTRACT FOR PROVISION OF SERVICES OF SAGADI FOREST CENTRE,
STATE FOREST MANAGEMENT CENTRE
No. 1-18/2024/240**

5.12.2024

The State Forest Management Centre, hereinafter **the Sagadi Forest Centre**, represented on the basis of the Management Board 16th of January 2024 decision no 1-5/7 by manager of Sagadi Forest Centre, Helen Luks, on one side,

and SIA „**Impro Celojumi**” hereinafter **Company**, represented on the basis of constitution by chairman of the board Vilnis Klinovics, on the other, who are hereinafter referred to as **a/the Party** or jointly as **the Parties**, entered into this contract, hereinafter **the Contract**, as follows:

1. Object of the Contract

1.1. The object of the Contract is the provision of the services of the Sagadi Forest Centre to Company under the terms and conditions prescribed by the Contract and the annexes thereto.

1.2. The price lists and other terms and conditions of the services provided by the Sagadi Forest Centre are set out in the annexes to the Contract.

1.3. The Sagadi Forest Centre has the right to establish the price list and other terms and conditions of the services for each calendar year. The Sagadi Forest Centre agrees to send Company the price list and other terms and conditions of the services established for the following calendar year at least by 31 October of the year preceding the calendar year. The price list and other terms and conditions of the services established for the calendar year are executed as an annex to the Contract.

2. Company agrees to:

2.1. place orders for the services in writing;

2.2. send customers on the basis of an order confirmed by the Sagadi Forest Centre either with Company's voucher or its partner's voucher on the basis of which the customers will be serviced;

2.3. help the Sagadi Forest Centre in finding the customers who caused proprietary damage and in collecting damages, including send the customer's contact details if the customer caused proprietary damage to the Sagadi Forest Centre upon using the services.

3. The Sagadi Forest Centre agrees to:

3.1. confirm in writing the order for services and the fulfilment thereof at the time requested by Company in accordance with the price list and other terms and conditions set out in the annex to the Contract.

3.2. provide Company with a high-quality service in accordance with the terms and conditions set out in offers.



5.6. If groups are late for pre-ordered programmes or excursions for more than 10 minutes, Company must pay a contract penalty set out in the annex for the programme manager / tour guide's waiting period.

6. Payment terms

6.1. Company pays for the provided services on the basis of an invoice submitted by the Sagadi Forest Centre within 14 days of the date of issue of the invoice. Upon failure to pay the invoice when due, the Sagadi Forest Centre has the right to request default interest at the rate of 0.15% of the overdue amount per day.

6.2. Upon ordering services the next time, the Sagadi Forest Centre has the right to request a prepayment if Company has failed to pay at least one earlier invoice within its payment term.

7. Representatives and contact details of the Parties

7.1. The representative of the Sagadi Forest Centre is sales manager, Kairi Leemets, tel. +372 6767888, e-mail sagadi@rmk.ee.

7.2. The representative of Company is Products manager Vija Kirke, tel. + 37167507198, e-mail vija@impro.lv.

8. Communication of notices

8.1. Notices related to the performance of the Contract are communicated by e-mail to the e-mail address of the Party as specified in the Contract. A Party is required to immediately notify the other Party of any changes in their contact details.

8.2. Notices communicated by e-mail are deemed received as of the working day following the communication of the notice.

8.3. Declarations of withdrawal from or cancellation of the Contract and letters of claim to be submitted to the other Party upon breach of the Contract must be in written form. A digitally signed electronic document is deemed equal to written form. The last-mentioned formal requirement is also met if a notice is communicated by e-mail.

9. Force majeure

9.1. Any failure to perform or properly perform the obligations arising from the Contract is not deemed a breach of the Contract if it was caused by circumstances whose occurrence the Parties did not or could not foresee upon entry into the Contract (*force majeure*).

9.2. For the purposes of this Contract, *force majeure* means:

9.2.1. mass riots in the administrative unit of the registered office of the Parties;

9.2.2. a military conflict;

9.2.3. a legal act of the *Riigikogu* or the Government, which considerably hinders the performance of the Contract;

9.2.4. another circumstance not listed in the Contract, which is accepted as *force majeure* by both Parties.

9.3. The Party whose activities in performing their contractual obligations are hindered by the circumstances of *force majeure* are required to inform the other Party thereof immediately in writing.

9.4. Should the circumstances of *force majeure* persist for more than 90 days, the Contract is deemed terminated due to the impossibility to perform it. In such an event neither of the Parties has the right to request that the other Party compensate for the damage caused by the improper performance of the Contract.

10. Term, expiry and termination of the Contract

10.1. The Contract enters into force upon its signing and remains in force for the 36 months following the entry into force of the Contract.

10.2 The Parties have the right to cancel the Contract unilaterally pursuant to the procedure described in the Contract.

Annex 1
to Contract 1-18/2024/240
between RMK Sagadi Forest
Centre and SIA "Impro
Celojumi"
05.12.2024

CONTRACTUAL PRICE LIST OF RMK SAGADI FOREST CENTRE, STATE FOREST MANAGEMENT CENTRE (RMK), FOR 2025

5.12.2024

HOTEL and GARDEN HOUSE SUITE

The Hotel has in total 28 rooms: 14 double/twin standard rooms, 2 single standard rooms, 11 double/twin superior rooms, 1 double/twin superior room with a sauna and a terrace.

The Garden House suite has a large open bedroom with a separate sitting area, a balcony, a walk-in closet and a bathroom with a bath. The accommodation price of the Hotel and Garden House is for a twenty-four hour period and includes buffet breakfast in the Hotel restaurant.

Group starts from 10 person. Group discount: starting from 16 + 1 sgl free of charge for the tour guide/coach driver.

Rack rate 01.05.-30.09			Contractual rate 01.05.-30.09			
			Groups		Individuals	
	Used as a sgl room	Double/twin	Used as a sgl room	Double/twin	Used as a sgl room	Double/twin
Standard	86	98	78	88	72	80
Superior	101	114	88	96	84	94
Superior with sauna	117	129	100	104	98	104
Gardenhouse suit	149	149	130	120	126	126
Extra bed	-	34	-	34	-	34

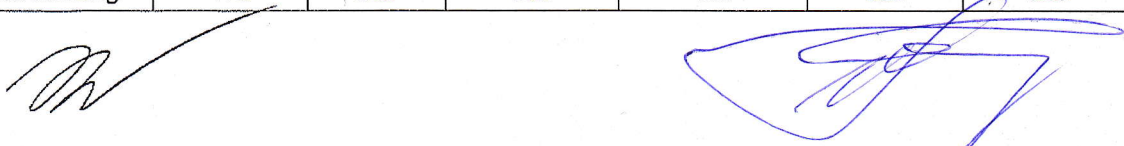
Rack rate 01.10.-30.04			Contractual rate 01.10.-30.04			
			Groups		Individuals	
	Used as a sgl room	Double/twin	Used as a sgl room	Double/twin	Used as a sgl room	Double/twin
Standard	70	82	66	72	62	70
Superior	82	94	68	82	70	82
Superior with sauna	97	109	80	99	84	94
Gardenhouse suit	122	122	99	99	103	103
Extra bed	-	27	-	25	-	25

HOSTEL

The Hostel has in total 6 bedrooms and 31 bed places plus a fireplace hall and a wood-fired Finnish-style sauna with sitting rooms. There are separate shower rooms and a toilet for men and women in the corridor.

The accommodation price of the Hostel is for a twenty-four hour period and does not include breakfast. It is possible to buy breakfast as an additional service and it is served in the Hotel restaurant.

	01.05-30.09			01.10-30.04		
	Contractual rate			Contractual rate		
	Rack rate	Groups	Individuals	Rack rate	Groups	Individuals
Bed place	16	13	14	14	12	13
Breakfast	15	15	15	15	15	15
Entire building	470	385	385	400	328	328



OTHER SERVICES

	RACK RATE	CONTRACTUAL RATE
Floor I of the manor house for evening events 17:00-01:00	1800/evening	1500/evening
Ice cellar sauna with a sitting room (up to 10)	40/hour	30/hour
Ice cellar sauna with an arched hall (up to 50 people)	100/hour	70/hour
Hostel sauna with a sitting room (up to 10 people)	30/hour	25 /hour
Hostel fireplace room with a sauna (up to 40 people)	210/evening	180/evening
Bicycle rental	15/pc	13 /pc
Leisure-time programmes		commission 10%
Delay to pre-ordered program	Over 10 min, 1.-/min	Over 10 min, 1.-/min

* Prices include VAT

State Forest Management Centre (RMK)

Helen Luks
Manager of RMK Sagadi Forest Centre



SIA "Impro Celojumi"

Vilnis Klinovics
Chairman of the Board

