

Sagadi

12. 03 2014

State Forest Management Centre (hereinafter: **RMK**), represented by **Krista Keedus**, Manager of Sagadi Forest Centre, who is acting under directive no. 1-32/5 issued on 19 January 2010 by the General Director of RMK on the basis of "Confirmed Regulation of Sagadi Forest Centre" and **Taiga Euro Baltica LTD** (hereinafter: **Company**), represented by **Skaidra Kulakauskienė**, who is acting under the articles of association, hereinafter: Party or Parties, entered into this co-operation agreement, hereinafter: Agreement, in the following:

1. Object of the Agreement

- 1.1. According to the Agreement, **RMK** is required to provide accommodation and catering services to the **Company's** clients at the Sagadi manor hotel and restaurant as well as other services in Sagadi manor in accordance with the conditions set forth in the Agreement and its annexes.
- 1.2. The price lists for the services to be provided by **RMK** and special offers are presented in the annexes to the Agreement.
- 1.3. **RMK** may determine the price list for the services and special offers for each calendar year. **RMK** is required to send a copy of the price list for the services and special offers for the following calendar year to the **Company** by at least 1 September of the previous year. The price list in effect for the calendar year's services and special offers shall be in the form of an annex to the Agreement.

2. The Company undertakes:

- 2.1. to present in writing requests for accommodation and other services;
- 2.2. to send clients to the museum and hotel/restaurant according to orders confirmed by **RMK**, either with the **Company** vouchers, partner vouchers or service sheets, on the basis of which clients will be served;
- 2.3. to assist **RMK** in locating clients who have caused material damage to **RMK** and in demanding compensation for damage, including forwarding the client contact information if the client caused any material damage to **RMK** while using any of their services.

3. RMK undertakes:

- 3.1. to confirm in writing the order for accommodation for groups (minimum 10 people) and for individual tourists, and to accommodate on the basis of the confirmed accommodation and at the reserved time the clients sent by the **Company** in accordance with the prices and conditions agreed upon in the annex to the Agreement;
- 3.2. to provide free accommodation for children under the age of 2 and at a discount of 50 (fifty) per cent of the daily cost for children between the ages of 2 and 12 for each client in accordance with the included price list;

4. Terms and conditions for presentation of orders

- 4.1. The **Company** will present an order to **RMK** via one of the following methods: in writing by fax number +372 676 7880 or e-mail Sagadi.hotell@rmk.ee
- 4.2. Upon submitting an accommodation order, the **Company** will present to **RMK** a list of the names of clients with their birth dates, home addresses, citizenship and not EU-citizens the number of the travelling document (passport, ID-card etc); arrival and departure dates, room types and number, and the name of the **Company's** employee or representative who is submitting the order.
- 4.3. Upon submitting a museum visit, the **Company** will present to **RMK** the arrival date and time, the number of visitors.

RMK will notify the **Company** of confirmation of the accommodation order in one of the following ways: by fax +370 52121713, e-mail egidijus@taigaeurobaltika.com. Upon accepting conference and/or catering service orders, **RMK** will present to the **Company** a written offer which sets out all circumstances related to the use of conference halls and catering.

4.4. Upon acceptance of the offer, the **Company** is required to confirm the offer in one of the ways listed in clause 4.1. The **Company's** confirmation is binding for both Parties as of the moment of its receipt by RMK.

5. Procedure for cancellation of orders and penalties

- 5.1. In the event of a cancellation of a accommodation group order, the **Company** is obligated to pay **RMK** a contractual penalty as follows:
- 5.1.1. 29 (twenty-nine) days before – 30 (thirty) per cent of 1 (one) day's cost per client in accordance with the included price list;
 - 5.1.2. 10 (ten) days before – 60 (sixty) per cent of 1 (one) day's cost per client in accordance with the included price list;
 - 5.1.3. 1 (one) day before the arrival date indicated in the order – 100 (one hundred) per cent of 1 (one) day's cost per client in accordance with the included price list.
- 5.2. The **Company** has the right to cancel the order for accommodation and catering service for individual clients up until 24:00 of the day before arrival, in which case **RMK** will not demand a contractual penalty.
- 5.3. In the event that the **Company** cancels the accommodation order for an individual client after the time given in clause 5.2 or if the client does not arrive at the hotel on the arrival date given in the order, the **Company** is obligated to pay **RMK** a contractual penalty in the amount of 100 (one hundred) per cent of the daily cost in accordance with the included price list.
- 5.4. The **Company** has the right to cancel the order for guidance up until 24:00 of the day before arrival, in which case **RMK** will not demand a contractual penalty.
- 5.5. In the event that the **Company** cancels the guidance order for an individual client after the time given in clause 5.4 or if the client does not arrive on the arrival time given in the order (+ 30 minutes), the **Company** is obligated to pay **RMK** a contractual penalty in the amount of 50 (fifty) per cent of the guidance cost in accordance with the included price list.

6. Payment conditions

- 6.1. The **Company** shall pay for the services provided to the clients on the basis of the invoice placed by **RMK** within 14 (fourteen) calendar days after receiving the invoice. If the invoice is not paid by the due date, the **Company** shall pay late interest at the rate of 0.5% of the outstanding sum per day.
- 6.2. **RMK** may demand advance payment upon ordering the following services if the **Company** has not paid at least 1 (one) of their earlier invoices in a timely manner.

7. Term, expiration and termination of Agreement

- 7.1. The Agreement terminates all previous contracts made by Parties.
- 7.2. The Agreement enters into force after signing both representatives and is made for an indefinite term.
- 7.3. The Parties may unilaterally terminate the Agreement in the manner prescribed in the Agreement.
- 7.4. Either Party may terminate the Agreement by providing two (2) calendar months' notice to the other Party in writing.
- 7.5. Either Party may cancel the Agreement without following the time limit specified in clause 7.3 if it becomes apparent that taking into account all conditions and considering the interests of both Parties it cannot be expected that the Party wishing to terminate the Agreement would continue performing the Agreement until the expiry of the cancellation date. First and foremost in this case the basis for cancellation of the Agreement without following the time limit for prior notice is the repeated non-fulfilment or unsatisfactory fulfilment of the contractual obligations by one Party; also the rearrangement of activities at RMK Sagadi Manor, its transfer to the use of another individual or change in ownership.

8. Final provisions



- 8.1. All amendments to the Agreement shall take effect upon their signing by both Parties or at a date designated in writing by the Parties.
- 8.2. Any disagreements or disputes related to the Agreement shall be solved by the Parties first and foremost by way of negotiations. If the disputes arising from the Agreement cannot be solved by the Parties by way of negotiations, the disputes shall be resolved in the court of residence or location of the defendant.
- 8.3. This Agreement is made in two copies of equal legal power, of which one copy shall be given to the **Company** and one to **RMK**.

Information and signatures of Parties

RMK

State Forest Management Centre
Toompuiestee 24
10149 Tallinn, Estonia
Registry code 70004459

Sagadi Forest Centre
Sagadi village, Lääne-Virumaa, Estonia

Tel. +372 676 7888
Fax +372 676 7880
E-mail: sagadi.hotell@rmk.ee
Vat nr: EE100559901
Account nr: 10502024289007
IBAN code: EE071010502024289007
Bank name: SEB Pank AS
SWIFT: EEUHEE2X

COMPANY

Name of company:
TAIGA EURO BALTIKA Ltd.
official address : J.Basanavičiaus str. 16-24
LT-03224 VILNIUS
registry code: 110200616

name of company : TAIGA EURO BALTIKA Ltd.
postal address: J.Basanaviciaus 16/5-24
LT-03224 VILNIUS
Phone +370 5 2121388
Fax +370 5 2121713
e-mail: egidijus@taigaeurobaltika.com
VAT nr LT102006113
Account nr: 44060000308400
IBAN code LT957044060000308400
Bank : AB SEB Bankas
SWIFT : CBVILT2X

RMK

Krista Keedus

TAIGA EURO BALTIKA Ltd

Skaidra Kulakauskienė



SAGADI MANOR SERVICES 2014. PRICE LIST.

HOTEL

The hotel has 28 comfortable and cosy guest rooms. 2 of them are sgl rooms, 14 are standard twin/dbl rooms and 11 are superior rooms, 1 is superior with sauna. In all superior rooms are facilities for hot drinks, 10 superior rooms have also terrace. All rooms have a bathroom with shower, a telephone, wireless internet access (WiFi), satellite TV and hair dryer. Breakfast is included in the room rate.

SERVICES	RACK RATES	GROUPS	FIT
STANDARD TWIN/DBL ROOM	80 EUR / night	65 EUR / night	67 EUR / night
STANDARD SGL ROOM	60 EUR / night	48 EUR / night	49 EUR / night
SUPERIOR TWIN/DBL ROOM	95 EUR / night	78 EUR / night	81 EUR / night
SUPERIOR ROOM IN SINGLE USE	75 EUR / night	65 EUR / night	68 EUR / night
SUPERIOR DBL ROOM WITH SAUNA	115 EUR / night	95 EUR / night	99 EUR / night
EXTRA BED	25 EUR / night	25 EUR / night	25 EUR / night
BABY CRIB	For free	For free	For free

HOSTEL

35-bedded hostel is for the guests opting for more modest accommodation. The hostel can also be efficiently used as a venue for various social event-, there is hall for 30 people and Sauna.

SERVICES	RACK RATES	GROUPS	FIT
Bed (breakfast not included)	15 EUR / night	13 EUR / night	14 EUR / night
breakfast	6 EUR / person	6 EUR / person	6 EUR / person
Hall + sauna	160 EUR / evening	145 EUR / evening	-
All hostel	375 EUR / 24hours	340 EUR / 24 hours	-
Sauna	20 EUR / hour	18 EUR / hour	-

RESTAURANT

The restaurant that is located on the second floor of the hotel building, usually seats 80 guests. However, when joined together with the banquet hall, it is possible to seat over 100 people behind the birthday or wedding party tables.

On the chilly winter nights, live fire in the fireplace adds cosiness and warmth to the atmosphere of the restaurant. And during these hot midsummer days, refreshing drinks and various snacks are best to be enjoyed in the fresh cooling air on the second floor's summer terrace.

Menus for group we serve from 10 people, For group starting from 10 people + 1 person for free (only group menus).

CONFERENCE VENUES

For lively seminars and conferences, Sagadi offers facilities at the manor house as well as in the hotel and hostel buildings.

SERVICES	RACK RATE	CONTRACT RATE
Conference hall (50pax), banquette hall (25pax) in Hotel	20 EUR / hour 120 EUR / day	18 EUR / hour 109 EUR / day
Manor house (100 pax)	160 EUR / hour	145 EUR / hour
Manor house for seminars	10:00-18:00 450 EUR / day	10:00-18:00 409 EUR / day
Seminar room at Manor (20 pax)	20 EUR / hour 90 EUR / day	18 EUR / hour 82 EUR / day
Dining room at Manor (12 pax)	30 EUR / hour	27 EUR / hour
Balcony	30 EUR / hour	27 EUR / hour
Park near Manorhouse	40 EUR / hour	36 EUR / hour
Dendropark & paviljon	20 EUR / hour	18 EUR / hour
Rental of restaurant	60 EUR / hour	54 EUR / hour

Rental price for seminar rooms and conference hall includes paper board, VHS video and monitor, in Conference Hall also SVGA projector. Free broadband internet services(WIFI).

ADDITIONAL FACILITIES

MUSEUMS (FOREST MUSEUM & MANOR HOUSE)

Adults 3 EUR

Pensioners 2,5 EUR

Students 2 EUR

Familie ticket 7 EUR

Children under 7.years for free

Opening fee in low season 10 EUR / group

Guide 40 EUR / hour

Manor House and Forest muuseum are opened from 1.06 to 31.10 every day 10.00 – 18.00.

In low season, from 1.11 until 30.04 only if it booked in advance.

free museum entrance for 1 (one person) per group of 10 visitors

ENTERTINEMENT & RECRATION

Bicykle rental 10 EUR / day

Snow shoes rental 6 EUR/day

RMK Sagadi Metsakeskus

Krista Keedus

Taiga Euro Baltica Ltd

Skaidra Kulakauskienė

