

Draft Agreement

Agreement no. ZO.7326. .2023

Concluded on **2023** in Wrocław, between the State Treasury State Forests State Forest Holding, Regional Forest Directorate in Wrocław with headquarters at ul. Grunwaldzka 90, 50 - 357 Wrocław, Tax Identification Number [NIP]: 896 000 62 47, REGON no.: 931023865, e-mail: rdlp@wroclaw.lasy.gov.pl, represented by:

..... Director (acting on behalf of the State Forests' organisational units set out in § 1, based on the powers of attorney granted), referred to as the RDLP in Wrocław

and

the Hunting Office, with headquarters at, hereafter referred to as the Hunting Office, represented by:

Contact details:

hereinafter jointly referred to as the Parties,

reading as follows:

§1

The Agreement sets out the terms and conditions of cooperation between the RDLP in Wrocław together with the forest district inspectorates listed below and the Hunting Office, with regard to the organisation of hunting events and stays for hunters and others. The following forest district inspectorates and hunting districts are covered by the Agreement:

- 1) Jawor Forest District Inspectorate (address, NIP, REGON, e-mail) – hunting district no. 162
- 2) Łądek Zdrój Forest District Inspectorate (address, NIP, REGON, e-mail) – hunting district no. 366
- 3) Milicz Forest District Inspectorate (address, NIP, REGON, e-mail) – hunting districts no. 179 and 190
- 4) Złotoryja Forest District Inspectorate (address, NIP, REGON, e-mail) – hunting district no. 119

- 5) Żmigród Forest District Inspectorate (address, NIP, REGON, e-mail) – hunting districts no. 175 and 183

§2

Under this Agreement, the RDLP in Wrocław undertakes to:

1. Draw up annually, by 15 November of the calendar year preceding the next hunting season, a substantive offer including the division into individual forest district inspectorates and hunting districts set out in § 1, containing:
 - 1) Characteristics of the accommodation, including the number of rooms and beds, as well as other information describing the facility where hunters will be accommodated.
 - 2) The minimum, maximum and optimum number of hunters that can be admitted at the same time for individual or group hunting.
 - 3) The amount of game offered to be shot together with an indication of trophy size ranges.
 - 4) The number of group hunts offered, stating the period of the hunt, the minimum number of man-days and the minimum number of people taking part in the hunt.
 - 5) The minimum number of hunting days per game species.
2. The substantive offer will be agreed upon annually between the RDLP in Wrocław and the Hunting Office throughout the term of this Agreement, and represents a minimum of 60% of the number of game and hunts to be sold to hunting offices in a given hunting season.
3. The substantive offer accepted by the Hunting Office shall form an integral part of this Agreement. All arrangements contained in the agreed substantive offer shall apply to the Parties for the entire hunting season.
4. In the event of failure to submit the offer referred to in paragraph 1 within the time period indicated therein, the Hunting Office shall send a reminder to the RDLP in Wrocław by e-mail at the e-mail address referred to in the presentation of the Parties.
5. The RDLP in Wrocław shall be obliged to acknowledge receipt of the reminder referred to in paragraph 4 by e-mail, on the next working day following its receipt at the latest.
6. The RDLP in Wrocław shall be obliged to deliver the outstanding offer referred to in paragraph 1 to the Hunting Office within 7 calendar days from the date of acknowledgement of receipt of the reminder referred to in paragraph 5.
7. To draw up annually a quotation, in Polish currency, by 15 November of the calendar year preceding the next hunting season, covering:

- 1) unit prices for stay services, the hunting organisation, the game shooting, the trophy purchase, the purchase of the carcass and/or hide, and ancillary services related to the organisation of the hunt or stay, the game shot, insurance and administrative costs,
 - 2) applicable discounts and possible price increases for the season,
 - 3) arrangements for ordering hunts and confirming or cancelling them,
 - 4) terms of hunt sales in bundle and/or flat-rate form,
 - 5) other arrangements on direct cooperation.
8. The quotation referred to in paragraph 7 will be agreed upon annually between RDLP in Wrocław and the Hunting Office.
9. In the absence of a negotiated quotation, the Parties are obliged to accept prices increased by a maximum of the inflation rate multiplied by 1.2, calculated for the period of 1 year preceding the date of the quotation.
10. The accepted quotation forms an integral part of this Agreement, and all arrangements contained in the agreed quotation shall be binding to the Parties throughout the hunting season subject to the given arrangement.
11. If the quotation referred to in paragraph 7 is not submitted, the reminder procedure set out in paragraphs 4 - 6 shall apply.

§3

1. The forest district inspectorates referred to in § 1 items 1 - 5 of this Agreement are obliged to:
- 1) prepare and carry out the hunts set out in the substantive offer for the current hunting season,
 - 2) provide board and accommodation for hunters to the standard offered in § 2 paragraph 1 item 1,
 - 3) provide qualified guides,
 - 4) provide transport services at the hunting ground,
 - 5) prepare trophies obtained by hunters,
 - 6) provide an interpreter for hunters ordering this service as part of a hunt,
 - 7) draw up hunting protocols, documenting all the services and benefits received by clients, the game shot and wounded, the number of shots fired, remarks from both parties and any complaints from clients,
 - 8) draw up invoices for the hunts or stay events carried out within 14 calendar days of their completion and to forward them each time on the date of issue

to the Hunting Office's e-mail address:

.....,

- 9) irrespective of the invoices referred to in item 8 above, to send an electronic version of the specification (a PDF file bearing a qualified electronic signature) drawn up in Polish and English or German, setting out all the price list items making up the invoice total,
- 10) offer to the Hunting Office, through the RDLP in Wrocław, all individual and group hunts for big game (deer, fallow deer, roe deer, wild boar, mouflons) provided for sale in the substantive offer referred to in § 2 paragraphs 1 and 2.

§4

1. The Hunting Office is obliged to:

- 1) confirm by e-mail, by the last day of February of each calendar year, the acceptance for sale of a certain share of offers in each forest district inspectorate referred to in § 1.
- 2) the confirmation referred to in paragraph 1 must state the pieces of trophy game, by species, and the man-days of group hunting the Hunting Office undertakes to sell successfully and the dates reserved for the organisation of individual and group hunts for its clients.
- 3) the following are considered successfully sold hunts (per hunter) for male deer and mouflon rams in accordance with this Agreement:
 - a. a minimum of three-day mouflon ram hunt,
 - b. a minimum of four-day male deer hunt,
 - c. the sale of a maximum of 2 bucks per 1 day of hunt.
- 4) a successfully sold group hunt involves no fewer than the minimum number of hunters specified in the offer taking part in each day of the hunt.
- 5) adhere to the provisions of the substantive offer referred to in § 2 paragraphs 1 and 2, and the quotation referred to in § 2 paragraph 7.
- 6) confirm, by e-mail, acceptance of the quotation within 30 calendar days of its receipt.
- 7) advertise hunts and stays in the forest district inspectorates and hunting districts referred to in this Agreement.
- 8) pay a guarantee deposit of PLN 180,000 (say: one hundred and eighty thousand zlotys) to the designated bank account of the forest district inspectorate as security for this Agreement.

- 9) pay the invoices issued by forestry district inspectorates within 14 calendar days of their receipt by e-mail.
 - 10) the unused amount of the guarantee deposit referred to in paragraph 8 above, will be refunded by the Forest District Inspectorate at the written request of the Hunting Office to the designated bank account, within 30 days from the date of termination of this Agreement, after prior instruction from the RDLP in Wrocław.
2. After the deadline referred to in paragraph 1 item 6), the RDLP in Wrocław will send a reminder by e-mail.
 3. Failure to confirm the offer within 10 calendar days from the date of transmission of the reminder referred to in paragraph 2 shall constitute confirmation of the quotation's acceptance.
 4. The RDLP in Wrocław shall not be obliged to pay to the Hunting Office the interest resulting from the agreement for the bank account on which the guarantee deposit referred to in paragraph 1 item 8 above will be kept.

§5

1. In the event of non-payment within the period set out in §4 paragraph 1 item 9, the amount due shall be covered by the guarantee deposit funds based on an instruction issued by the RDLP in Wrocław via e-mail.
2. The Hunting Office is obliged to replenish the guarantee deposit up to the required amount referred to in §4 paragraph 1 item 8, within 7 calendar days from the date of release of funds to cover the unpaid invoice under pain of right of the RDLP in Wrocław to terminate this Agreement without notice.
3. Immediately after release of the funds referred to in paragraph 1 above, the RDLP in Wrocław shall notify the Hunting Office by e-mail.

§6

1. All electronic correspondence (via e-mail) referred to in this Agreement, sent by each party and the forest district inspectorates referred to in §1, must be addressed to at least two e-mail addresses designated by the parties to the Agreement.
2. Email addresses for correspondence purposes:
 - 1) designated by the RDLP in Wrocław:
 - rdlp@wroclaw.lasy.gov.pl,
 - address of the relevant forest district inspectorate, referred to in §1.
 - 2) designated by the Hunting Office:

- e-mail address
- e-mail address

§7

1. The RDLP in Wrocław supervises the level and timing of payments made by the Hunting Office as part of this Agreement.
2. In the event of amounts due, with simultaneous insufficient funds to cover these amounts due from the guarantee deposit, the forest district inspectorates are entitled to withdraw from the organisation of hunts previously ordered by the Hunting Office, as well as to discontinue hunts in progress.
3. The date of payment shall be the date of crediting of funds on the forest district inspectorate's bank account.
4. In the event of a delay in payment of amounts due under this Agreement, i.e. failure to meet the deadline referred to in §4 paragraph 1 item 9 or §8 paragraph 3, the forest district inspectorates will be entitled to the maximum interest within the meaning of Article 481 of the Civil Code. Interest shall accrue from the first day after the expiry of the deadline referred to in §4 paragraph 1 item 9 or §8 paragraph 3 of the Agreement to the date of payment.
5. In the event of a delay in payment of amounts due, the Hunting Office will be obliged, in addition to the interest referred to in paragraph 4 above, to make a payment to the forest district inspectorates, without the need for a summons, as compensation for the costs of recovering the amounts due, in accordance with Article 10 of the Act of 8 March 2013 on the prevention of excessive delays in commercial transactions (i.e. Polish Journal of Laws; Dz. U. of 2023, item 852).

§8

1. Contractual penalties are introduced for failure to sell a confirmed offer.
2. The amount due (N) resulting from the difference between the offer confirmed and the offer actually sold will be paid based on an accounting note issued by the forest district inspectorate and forwarded to the Hunting Office via email, in the amount resulting from the following calculation:
 - a. $N = (X - A) \times 0.7$ – wherein $X = (A/C) \times B$, where: X - potential amount of revenue from the sale of a trophy game hunting offer (roe buck, deer stag, fallow deer stag, mouflon rams), A - amount actually received from the sale of trophy game hunting offers (roe buck, deer stag, fallow deer stag, mouflon rams), B - number of male deer or mouflon rams confirmed in the offer, C - number of male deer or mouflon rams actually sold. The amount (A) is calculated by taking into account the revenue from: the hunt's

organisation, value of trophies and stay benefits. Transport on the hunt, pilot-interpreter services, insurance and administrative costs are not included. The calculation is made for each species of game separately.

- b. $N = (X - A) \times 0.7$ – wherein $X = (A/C) \times B$, where: X - potential amount of revenue from the sale of the group hunt offer, A - amount actually received from the sale of group hunts, B - number of group hunt man-days confirmed in the offer, C - the number of group hunt man-days actually sold. The amount (A) is calculated by taking into account the revenue from: the hunt's organisation, game shot and stay benefits. Pilot-interpreter services, insurance and administrative costs are not included.
3. The contractual penalty will be charged within 14 calendar days of the end of the hunting season for males of deer species (deer stag, fallow deer stag, roe buck) and mouflon rams, and by 15 February in the case of group hunts.
 4. The contractual penalty will be payable based on an accounting note within 21 calendar days of the date of the accounting note being sent by e-mail.
 5. A contractual penalty shall not be charged if:
 - 1) For each forest district inspectorate and species separately, more than 30% of the successfully sold male trophy game (roe buck, deer stag, fallow deer stag, mouflon rams) is not obtained in hunts organised by the forest district inspectorate,
 - 2) For each forest district inspectorate separately, the sold group hunts will result in less than 0.7 of big game per hunter per day is obtained, provided that if this rate is not achieved, one big game animal = 5 shots fired.

§9

1. The RDLP in Wrocław and forest district inspectorates are entitled to sell hunts to other foreign or domestic entities – hunting offices, in hunting districts referred to in § 1 items 1 – 5, before the expiration of the period set out in §4 paragraph 1 item 1 of this Agreement, only based on the Hunting Office's written (including electronic) consent.
2. After the date set out in §4 paragraph 1 item 1 of this Agreement, the RDLP in Wrocław and the forest district inspectorates referred to in §1 items 1 – 5 of this Agreement have the right to sell the part of the offer not confirmed by the Hunting Office, on dates not conflicting with the dates reserved by the Hunting Office.
3. The Hunting Office has the right to place additional hunting orders after the deadline set out in §4 paragraph 1 item 1.

§10

In the event of a drastic reduction of the game stock in the respective game husbandry centres due to meteorological anomalies, animal diseases or other important documented reasons, the RDLP in Wrocław has the right to withdraw at any time, in whole or in part, the agreed offer for the season, without any financial consequences for the forest district inspectorates referred to in § 1 items 1 – 5 of this Agreement.

§11

1. The Parties to this Agreement are exempted from liability for the partial or total failure to perform their obligations under the Agreement if this is caused by “force majeure” events (natural disasters, decisions of authorities superior to the Parties, making it impossible to execute the Agreement).
2. The occurrence of a “force majeure” event referred to in paragraph 1 and its effect on the execution of the Agreement will be documented in writing.

§12

1. Complaints from hunters concerning the hunt’s organisation, the hunt’s outcome, conditions of accommodation and board, trophy measurements, the work of the pilot, etc., will be processed by the forest district inspectorates provided that:
 - 1) They are reported during or immediately after the hunt and recorded in the hunt protocol,
 - 2) They are submitted in writing at a later date if the hunting protocol contains remarks justifying the complaint.
2. In the event of any interference with the order’s contents, carried out on the client's initiative, prior to its fulfilment – it is necessary to draw up a statement signed by the client, the pilot-interpreter (if the hunting order includes the pilot-interpreter services), and a representative of the forest district inspectorate, specifying the changes made, agreed in advance, if possible, with the Hunting Office.

§13

1. The Agreement may be terminated before the expiry of its term by common agreement of the Parties.
2. In the event of non-performance of the terms of the Agreement, either Party may terminate the Agreement before the expiry of its term with a six-months’ notice.
3. In the event of failure to comply with the terms of the Agreement set out in §2 paragraphs 1 – 2, paragraph 7 and §4 paragraph 1 item 8 or 9, subject to the provisions set out in §7, the Agreement may be terminated by either Party before the expiry of its term without notice, with immediate effect.

4. In the event referred to in paragraph 3 above, if the Agreement is terminated for reasons related to the Hunting Office, the forest district inspectorates referred to in §1 of this Agreement may be entitled to a contractual penalty for the resulting losses in the amount of 20% of the turnover between the forest district inspectorates referred to in §1 and the Hunting Office, obtained from the sale of hunts in the season preceding the termination of the Agreement.

§14

1. Any disputes arising from the cooperation between the Parties to this Agreement will be settled between the RDLP in Wrocław and the Hunting Office by way of negotiation.
2. Any unresolved disputes between the Parties will be resolved by the Polish common courts having jurisdiction over the headquarters of the RDLP in Wrocław, in accordance with Polish law.
3. In the event of any dispute, the Polish text of the Agreement shall be binding.

§15

The Agreement is concluded for a period of three years, starting on 1 April 2024 and ending on 31 March 2027.

§16

1. Any amendments to this Agreement require a written form (annex) to be binding or otherwise shall be null and void.
2. The relevant provisions of the Civil Code, the Hunting Law Act of 13 October 1995, implementing acts to the Act and other specific legal acts shall apply in matters not covered by the Agreement.

§17

The Agreement comes into force on 1 April 2024.

§18

1. This Agreement was prepared in two identical copies in the Polish language.
2. The appendices to this Agreement, constituting its integral part, include:
 - a. invitation to submit an offer;
 - b. the Hunting Office's offer.
3. A sworn translation of the Agreement shall constitute an annex to the Agreement, except that in the event of any discrepancy between the translation of the Agreement text and the Agreement drawn up in Polish, the Agreement drawn up in Polish shall prevail.

4. Each party shall receive 1 copy of the Agreement in Polish, together with the translation referred to in paragraph 2 above.