

ACCOMMODATION CONTRACT

(hereinafter the "Contract")

Student:

Surname, first name(s), degree

Birth Reg. No.:

Foreigners with no birth registration number assigned by the Czech Republic shall state their date of birth

Nationality: ID card No.:

Foreigners shall state their residence permit number or passport number

Permanent place of residence:

(foreigners shall state their previous residence)

Student ID:

(hereinafter the "Accommodated Person")

and

Akademie múzických umění v Praze

(Academy of Performing Arts in Prague - hereinafter referred to as "AMU")

represented by František Petlach,
Manager of the Student Hall of Residence and Training Center at Hradební 7, Prague 1
AMU's account for payments and direct debit orders: 43-845870227/0100
(hereinafter the "Accommodation Provider")

enter, pursuant to Section 754 et seq. of Act No. 40/1964, the Civil Code,
as amended, into this Accommodation Contract.

Article I – Subject Matter and Price

The subject matter hereof is the Accommodation Provider's obligation to provide temporary accommodation to the Accommodated Person for the term of this Contract and as long as he/she is a student at AMU. The accommodation facility is located at:

Student Hall of Residence of the Academy of Performing Arts in Prague, Hradební 7, 110 00
Prague 1

Room No.

From-Till

Bed price per day (dormitory)

Article II – Options for Paying Student Accommodation Fees*

- 1) Card payments
- 2) Bank transfer from your account (the payment variable symbol is to be given in the following format: 805+student's ID number) **VS =**
- 3) A statement of consent for direct debit, indicating the account from which the payments are to be debited including the "variable symbol" **::

* Please mark the appropriate option

** Before signing this Contract at the hall of residence, this needs to be corroborated with a letter of direct debit approval from your bank.

Article III – Terms of Payment

1) For the accommodation and other services provided hereunder, the Accommodated Person shall pay the Accommodation Provider a price (fee) specified in the effective decree of AMU's Rector.

2) The Accommodated Person declares that he/she agrees with potential changes of the price, which may from time to time during the term hereof be announced by means of the Rector's decree following a consultation with AMU's Academic Senate.

Should, during term of this contract, there is an increase in the VAT percentage rate, the accommodation fee will increase also in the same amount of the VAT rate increase.

3) A short-term limitation of the services provided due to an emergency situation, breakdown or the implementation of necessary repairs and maintenance, not exceeding consecutive 3 days, does not constitute a ground for a fee reduction.

4) The student accommodation fee for the given month shall be paid at the latest by the 15th day of the following calendar month. In the case of consent for direct debit payments, the Accommodated Person undertakes to have a sufficient amount of funds on his/her account as of the date when the direct debit payment is to be made. The payment is accepted to AMU's account on the day received to be for the preceding month.

5) The Parties have agreed that the Accommodated Person shall pay liquidated damages at CZK 10 for every day in default with payment until the full settlement of all outstanding payments.

6) The Accommodated Person undertakes to pay the price specified in Article I hereof for the temporary accommodation provided hereunder, starting from the date specified in Article I hereof. As the first payment for accommodation, the Accommodated Person agrees to pay, at the latest one day before the first day of accommodation^[1], a deposit equal to 45 times the day rate specified in Article I. A statement of accounts for the deposit will be rendered at the end of the term of accommodation, reflecting any amounts payable to the Accommodation Provider based on this Contract, including the compensation of any potential damage caused and/or loss arising from the early termination of this Contract by the Accommodated Person. Any potential amount paid in excess shall be reimbursed to the Accommodated Person within 30 days of the date when the room was duly handed over upon accommodation termination.

Any outstanding payments shall be due 30 days after the end of accommodation and payable to the Accommodation Provider's account. The Accommodated Person is not entitled to any accessories based on the deposit made.

7) The Accommodated Person may withdraw from this Contract before the Contract expiration date specified in Article I. In such a case, the Accommodated Person shall compensate the loss incurred by the Accommodation Provider due to the early termination hereof; the compensation shall be equal to the deposit made according to Article III (6) unless the Parties agree otherwise.

Article IV – Rights and Obligations of Contracting Parties

1) The Parties' mutual rights and obligations are defined in this Contract, AMU's internal policies and by the relevant provisions of the Civil Code.

2) The Accommodated Person is obligated to deposit any valuables, the total value of which exceeds CZK 5,000, with the Accommodation Provider according to Section 434 (2) of the Civil Code, as amended. If the Accommodated Person fails to do so, the Accommodation Provider cannot be held liable for any loss of or damage to such items.

3) The Accommodation Provider may in justified cases during the term hereof unilaterally change the room specified in Article I hereof and assign a different room to the Accommodated Person as a place for temporary accommodation for a necessary period of time.

4) The Accommodation Provider shall provide standard services connected with the accommodation delivered hereunder (in particular heat, hot and cold water, power, cleaning, bed sheet and linen exchange, waste collection, Internet connection).

5) The Accommodated Person may during the term hereof may change his/her room by submitting a written application which is subject to approval by the Manager of the Student Hall of Residence and the execution of a new contract.

6) If the Accommodated Person causes any damage to the Accommodation Provider's property, he/she shall compensate such damage, with the amount of compensation to be determined by the Accommodation Provider's Damage Assessment Committee.

7) The Accommodated Person grants the Accommodation Provider his/her consent that for 5 years after the end of the accommodation provided hereunder, the Accommodation Provider may collect, process and archive the Accommodated Person's personal data specified herein for the purpose of keeping records of accommodated persons.

8) The Accommodated Person shall keep the room assigned to him/her and all common areas clean and orderly; he/she undertakes to observe principles of co-inhabitation with other persons accommodated.

9) The Accommodated Person shall grant access to his/her room in accordance with the Rules of Operation of the student hall of residence.

Article V - Other Provisions

1) This Contract will end:

- a) upon expiration of the term for which it has been made;
 - b) on the last day of the month in which the Accommodated Person will terminate or interrupt his/her studies at AMU;
 - c) if the Parties agree in writing to terminate this Contract before the Contract expiration date;
 - d) if the Accommodated Person unilaterally withdraws from this Contract before the Accommodation Contract expiration date according to Article III (7), provided that the Accommodated Person compensates the Accommodation Provider the loss incurred due to the early Contract termination. The Parties have agreed that the compensation to be paid will be equal to the deposit made according to Article III (6) hereof unless otherwise agreed.
- 2) The Accommodation Provider may withdraw from this Contract on the following grounds:
- a) The Accommodated Person offers or lets the rooms assigned to him/her for accommodation to a third person without notifying the Accommodation Provider.
 - b) The Accommodated Person has repeatedly or grossly breached the Rules of the Student Hall of Residence, his/her obligations arising herefrom or any other obligations arising from the Accommodation Provider's internal policies.
 - c) The Accommodated Person carries or holds a weapon and ammunition that are subject to the registration obligation pursuant to Section 6 or a banned weapon and ammunition, as defined in Section 21 of Act No. 288/1995, on Weapons and Ammunition, implemented by Decree No. 50/1996, on Implementing Selected Provisions of the Firearms Act, as amended.
 - d) The Accommodated Person produces, grows or procures for a third person any narcotic or psychotropic substances and/or poisons in the sense of Act No. 112/1998, as amended.
 - e) The Accommodated Person has repeatedly (more than once) failed to pay the student accommodation fee according to Article III (4) hereof.
 - f) The Accommodated Person has stated untrue information, decisive for granting accommodation, in his/her application for accommodation in the student hall of residence for the given school, or he/she has failed to report a change in such information within 14 days of the change.
 - g) The Accommodated Person uses the assigned rooms or common areas for business activities without the Accommodation Provider's consent or has established a registered office or outlet of a legal entity or enterprising individual at the Accommodation Provider's address.
 - h) The Accommodated Person as student does not honor its study obligations according to the Rules of Study.
- 3) The Accommodated Person shall vacate his/her room and the related areas and duly hand them over to the Accommodation Provider at the latest on the last day of accommodation during the Accommodation Provider's office hours. A due handover must be confirmed in the "Room Handover Protocol" (Záznam o předání pokoje), signed by the Accommodated Person and an authorized representative of the Accommodation Provider. Upon completion of documentation of proper termination of accommodation contract the accommodated is removed from the accommodater's accommodation and reservation system at the dormitory

reception.

4) This Contract will end maximum 3 business days after the Accommodation Provider's notification of grounds for withdrawal from this Contract is delivered to the Accommodated Person. For citizens of the Czech Republic, the place of delivery shall be their permanent address, for foreigners it shall be their temporary address. When the notification is sent by post, the recipient is not present at his/her permanent address and the deposited letter is not collected within 15 days of being deposited, then the last day of aforementioned period will be deemed as the date of delivery.

5) If the Accommodated Person fails to vacate duly and timely the rooms assigned to him/her hereunder, the Parties have agreed that the Accommodated Person shall be liquidated damages at CZK 500 for every calendar days following the relevant deadline for vacating rooms.

Article VI – Final Provisions

1) The Accommodated Person declares that, before signing this Contract, he/she has perused the wording hereof, agrees therewith, and executes the same based on his/her free will.

2) This Contracts takes force and effect on the date it has been signed by both Parties, i.e. the Accommodated Person and a representative of the Accommodation Provider authorized to execute this Contract. This Contract has been made in two copies; each of the Parties will receive one copy.

Prague, dated:

Accommodation Provider

Prague, dated:

Accommodated Person

[1] Accommodations are accessible from 29-30/9/2011 with payment of the security deposit by 7.10.2011