

ACCOMMODATION CONTRACT

(hereinafter the "Contract")

Student:

surname, given name(s), title

Date of birth:**Citizenship:****Civic Identification Card No.:**

Foreigners shall specify the number of their residence permit or passport.

Permanent address:**Student ID:**

(hereinafter the "Accommodated Person")

and

Akademie múzických umění v Praze (the Academy of Performing Arts in Prague)

a public university under Act No. 111/1998 Coll., as amended
Registered Office: Malostranské nám. 12, 118 00 Prague 1, Czech Republic
ID No.: 61384984, Tax ID No.: CZ61384984
Represented by: Ing. František Petlach,
head of the Dormitory and Instructional Centre at Hradební 7, Prague 1
Bank account information for payment and direct debit: 43-845870227/0100
(hereinafter "AMU" or the "Accommodation Provider")

conclude according to Section 2326 et seq. of Act No. 89/2012 Coll., the Civil Code,
this Contract:

I. Subject of the Contract and Price

Under this Contract, the Accommodation Provider undertakes to provide the Accommodated Person with accommodation temporarily for an agreed term (hereinafter the "term of accommodation") at the Dormitory of the Academy of Performing Arts in Prague, at the address Hradební 7, 110 00 Prague 1 (hereinafter the "accommodation facility" or the "dormitory"), and the Accommodated Person undertakes to pay the Accommodation Provider the agreed price (hereinafter the "price" or "dormitory fee") for the accommodation and the services connected therewith within an agreed term or the usual term.

| Room number | Accommodation from - to | price of a bed for 1 day (dormitory fee) including VAT |
|-------------|-------------------------|--|
| | | CZK |

II. Method of Payment of the Dormitory Fee*

- 1) cashlessly using a payment card
- 2) by means of a cashless transfer from a bank account using the variable symbol formed as follows:
805+student ID **VS=**
- 3) by means of direct debit; account number (including bank code) from which the direct debit will be paid**:

*please mark

**written consent on the part of the financial institution to the direct debit must be supplied

III. Payment Terms

1) For the accommodation and the services provided therewith, the Accommodated Person is required to pay the Accommodation Provider the price per the valid decree of the Rector of AMU.

2) The Accommodated Person declares that he/she agrees to any changes in the price, which is regulated by the decree of the Rector, during the course of this Contract's term of validity. If, during this Contract's term of validity, there is an increase in the relevant rate of VAT, the dormitory fee will be increased with the same effect by an amount commensurate with the increase in the VAT rate.

3) A short-term limitation of the provided services due to an accident or the performance of essential repairs and maintenance not exceeding 3 consecutive days does not constitute grounds for a reduction of the price.

4) The Accommodated Person undertakes to pay the dormitory fee for the given month always no later than by the 15th day of the following calendar month. Payment is understood as the day on which the amount of the dormitory fee for the previous month is credited to AMU's bank account specified at the beginning of this Contract. In the case of consent to direct debit, the Accommodated Person undertakes to have sufficient funds in the above-specified account to perform the direct debit.

5) For each day or part thereof of arrears in payment of the price for accommodation, i.e. of arrears in payment of the dormitory fee for the calendar month, the Contracting Parties agree on a contractual penalty in the amount of CZK 10, which the Accommodated Person is required to pay to the Accommodation Provider until his/her financial obligations are fully settled. The contractual penalty is due on AMU's above-specified bank account within 7 days from the handover of a statement of account; payment of the contractual penalty is understood as the day on which the amount of the contractual penalty is credited to AMU's bank account.

6) The Accommodated Person undertakes to pay the price specified in Article 1 of this Contract for the provided temporary accommodation starting from the date specified therein. **The Accommodated Person undertakes to pay on the day on which this Contract is concluded, but no later than within five (5) days of the day on which this Contract is concluded, a deposit in the amount of 45 times the daily dormitory fee (price of a bed for 1 day) per Article I.** The price of the accommodation for the last 45 days may be reduced by the amount of the deposit. The Accommodation Provider will always bring the deposit to account as of the date of the end of the accommodation, and the Accommodation Provider's receivables hereunder will be calculated against it, including compensation for any damages caused by the Accommodated Person and detriment incurred to the Accommodation Provider through early withdrawal herefrom by the Accommodated Person. Any overpayment will be returned to the Accommodated Person within 30 days from the regular handover of the premises at the termination of the accommodation to an account specified by the Accommodated Person or in cash. Any underpayment is due within 30 days from the termination of the accommodation in the Accommodation Provider's account.

7) The Accommodated Person is entitled to withdraw herefrom prior to the day specified in Article I as the date of this Contract's termination. In such a case, he/she is obligated to compensate the detriment incurred to the Accommodation Provider as a result of the early cancellation hereof in the amount of the deposit per Article III (6) unless agreed otherwise by the Contracting Parties.

IV. Rights and Obligations of the Contracting Parties

1) The rights of both Contracting Parties are provided by this Contract, by AMU's internal regulations, and by the relevant provisions of the Civil Code.

2) If the Accommodated Person so requests, the Accommodation Provider will take possession from him/her of valuable items in a total value of over CZK 5,000 (monetary instruments, jewellery or other valuables). The Accommodation Provider is not required to take possession into storage of dangerous items, or of items incommensurate for the accommodation facility in value or extent. The Accommodation Provider may require that items be handed over for storage in a closed or sealed box. The Accommodated Person takes cognisance of the fact that a dormitory is neither intended nor suitable for bringing or storing large sums of cash, deposit books, banknotes and securities, jewellery or extraordinarily valuable items of personal use.

3) The Contracting Parties have agreed, divergently from the provisions of the Civil Code, that the Accommodation Provider is liable only for damages incurred to items which the Accommodation Provider has taken possession of into storage from the Accommodated Person per Article IV (2). The Accommodation Provider is liable for damages incurred to other items brought to the accommodation facility by or for the Accommodated Person only if the Accommodated Person demonstrates that the damage was incurred through the fault of the Accommodation Provider, its employees or other persons whom the Accommodation Provider used in fulfilment of its obligations hereunder. Liability on the part of the Accommodation Provider for other damages incurred to the Accommodated Person in connection with the accommodation is excluded. The Contracting Parties exclude the use of the provisions of Section 2948 and Section 2949 (2) of the Civil Code.

4) The Accommodation Provider has the right in justified cases during the term of validity hereof to unilaterally change, by written communication sent to the Accommodated Person with sufficient advance notice, the room specified in Article I hereof and to assign to the Accommodated Person a different room for temporary accommodation for an essentially necessary period.

5) Within the scope of the agreed dormitory accommodation, the Accommodation Provider is required to provide the standard services connected with accommodation (in particular heating, hot and cold water, electricity, cleaning, change of bedding, disposal of communal waste and the possibility of connecting to the internet).

6) During the term of validity hereof, the Accommodated Person has the right to request a change in the type of room for accommodation. This occurs on the basis of the Accommodated Person's written request approved by the head of the dormitory and upon conclusion of a new contract. In such a case, this new contract on the basis of the express agreement of the Contracting Parties will also cancel and in its full extent replace this Accommodation Contract.

7) In the event that the Accommodated Person causes damage to the property of the Accommodation Provider, he/she is obligated to provide compensation for such damage; the amount of the damage and the method of compensation will be set by the Accommodation Provider's damage commission.

8) The Accommodated Person grants to the Accommodation Provider in the sense of the relevant provisions of Act No. 101/2000 Coll., as amended, consent for a period of 5 years from the termination of the accommodation to compile, process and preserve his/her information specified herein for purposes of maintaining records of accommodated persons.

9) The Accommodated Person is obligated to maintain cleanliness and order in the room which he/she has taken over and in the common premises of the accommodation facility, to take due care of the property of the Accommodation Provider which he/she uses so that damages do not occur, and to report any damages caused or discovered without delay to the Accommodation Provider; he/she undertakes to uphold the common principles of common living with the other accommodated persons.

10) The Accommodated Person will allow access to his/her room in accordance with the dormitory's operational regulations.

11) The Accommodated Person is obligated, within 5 working days from such an event, to report to the Accommodation Provider a change to the information concerning his/her person and specified at the beginning of this Contract.

12) The Accommodated Person is obligated to inform the Accommodation Provider without delay of the need to perform repairs in the premises reserved for the Accommodated Person for accommodation.

13) The Accommodated Person may not, without the consent of the Accommodation Provider:

- a) perform substantive changes to the premises specified in Article I;
- b) use the premises of the dormitory (in particular in the rooms) his/her own appliances such as electric kettles, microwave ovens, deep fryers, grills, etc. An exception are electrical appliances serving personal hygiene (shavers, curling irons, hair dryers), as well as computers (laptops) and printers. Appliances permitted under this exception must comply with valid technical and safety norms.

14) The Accommodated Person takes cognisance of the fact that in the dormitory premises there is a strict ban on smoking with the exception of the dormitory's courtyard area, and undertakes to uphold this ban.

V. Other Provisions

1) This contract will end:

- a) upon expiration of the term for which it was agreed;
- b) on the last day of the month in which the Accommodated Person terminates or suspends studies at AMU;
- c) by written agreement of the Contracting Parties on terminating the validity hereof prior to the date of expiration agreed herein;
- d) by unilateral withdrawal herefrom on the part of the Accommodated Person prior to the date of expiration of the Accommodation Contract per Article III (7), provided that the Accommodated Person compensates the Accommodation Provider for the detriment incurred due to the early termination hereof; the Contracting Parties have agreed on the financial calculation of such detriment in the amount of the deposit per Article III (6) hereof, unless agreed otherwise by the Contracting Parties.

2) The Accommodation Provider is entitled to withdraw herefrom for these reasons:

- a) the Accommodated Person offers or makes available to another person the premises reserved for him/her for accommodation without the knowledge and prior consent of the Accommodation Provider;
- b) the Accommodated Person has repeatedly or grossly violated provisions of the Dormitory Regulations, obligations hereunder or other obligations under the Accommodation Provider's internal regulations;
- c) the Accommodated Person carries or holds a weapon and ammunition in the accommodation facility without authorisation in contravention of Act No. 119/2002 Coll., on Firearms and Ammunition, implemented by Decree No. 384/2002 Coll., on Implementing Certain Provisions of the Firearms Act, as amended;
- d) in the dormitory, the Accommodated Person produces, cultivates or procures for others narcotic or psychotropic substances or poisons in the sense of Act No. 112/1998 Coll., as amended, and Act No. 40/2009 Coll., Criminal Code;
- e) the Accommodated Person repeatedly (more than once) failed to pay the price for accommodation by the set deadline per Article III (4);

- f) the Accommodated Person specified in the request for accommodation at the dormitory in the relevant academic year untrue information determinative for accommodation, or did not report a change to such information within 14 days;
- g) the Accommodated Person uses the reserved premises or common premises for business activities without the prior written consent of the Accommodation Provider, or has placed the registered office or commercial premises of a legal person or of a physical person conducting business activities at the address of the Accommodation Provider without the prior written consent of the Accommodation Provider;
- h) the accommodated student is not fulfilling his/her academic responsibilities under the AMU Attendance and Examination Regulations.

3) The Accommodated Person is obligated to vacate the room and related premises and duly to hand them over to the Accommodation Provider no later than on the last day of the term of accommodation, by arrangement with the Accommodation Provider or per its instructions published in the dormitory reception area. The document of due handover is the **"Záznam o předání pokoje"** ("Record of the handover of a room") signed by the Accommodated Person and by the Accommodation Provider's authorised representative. **The document of due termination of the Accommodation Contract is the Accommodated Person's due deregistration in the Accommodation Provider's accommodation and reservation system at the dormitory's reception.**

4) This Contract ends within 3 working days from the date of delivery to the Accommodated Person of a notification of the reasons for the Accommodation Provider's withdrawal herefrom. In the case of a citizen of the Czech Republic, the place of delivery is considered the permanent residence specified at the beginning hereof; in the case of a foreigner, it is considered the address of the temporary accommodation, i.e. the address of the dormitory. If it is delivered by post, the addressee is not reached, and the deposited consignment is not retrieved within 15 days, this day is considered the date of delivery.

5) In the event that the Accommodated Person fails to vacate the accommodation premises (the room) handed over to him/her duly and in a timely manner, and does not duly hand them over to the Accommodation Provider, the Contracting Parties have agreed on a contractual penalty in the amount of CZK 500 for each calendar day or part thereof of arrears in vacating and handing over the accommodation premises to the Accommodation Provider until the day on which the Accommodated Person fulfils his/her obligations to vacate and hand over.

VI. Final Provisions

1) Changes can be made to this Contract unless expressly stipulated otherwise herein, and only in the form of written amendments upon mutual agreement by both Contracting Parties. Amendments must be labelled as such, numbered in an uninterrupted numerical series, and signed by authorised representatives of both Contracting Parties. Amendments must contain an agreement on the entire text of the Contract. The Contracting Parties exclude changes to the Contract conducted in any other form. For this purpose, an exchange of emails or other electronic messages will not be considered written form.

2) All information contained herein constitutes the confidential matters of the Contracting Parties, and by mutual agreement none of the Contracting Parties is empowered to make public in any way the contents hereof with the exception of cases where the party is enjoined to do so by law.

3) This Contract will induce the legal consequences expressed herein as well as legal consequences following from the law and ethics. The Contracting Parties exclude other consequences. For the contractual relationship established by this Contract, the Contracting Parties exclude the use of generally observed business customs as well as business customs observed in the given sector and the use of the Contracting Parties' established practices. In

addition to the above, the Contracting Parties confirm that they are unaware of any hitherto established business customs or practices between them.

4) This Contract is drafted in two counterparts, each of which, provided they bear the signatures of an authorised person of AMU and of the Accommodated Person, shall be considered as an original. AMU will receive one counterpart and the Accommodated Person will receive the other.

5) The Contracting Parties expressly confirm that the basic terms hereof are the result of negotiation by the parties and that each of the parties had the opportunity to influence the contents of the basic terms hereof. The Contracting Parties further confirm that this Contract is the expression of their free and serious will, that it was negotiated definitely and comprehensibly, and not in distress and/or under unilaterally adverse conditions.

6) This Contract shall become valid and effective on the day of its execution by the second of the Contracting Parties.

Prague, this day.....

Prague, this day.....

For the Accommodation Provider:

Accommodated Person:

.....
given name, surname, position, signature

.....
given name, surname, signature
