

ACCOMMODATION AGREEMENT

made and entered into according to the provision § 2326 et seq. of the Act No. 89/2012 Coll., Civil Code, as amended

Masarykova univerzita (Masaryk University)

with the registered office Žerotínovo nám. 617/9, 601 77 Brno

represented by Ing. Zdeněk Čížek, director of Správa kolejí a menz (Accommodation and Catering Services) at the address Vlnářská 5, 603 00 Brno

The following person shall be authorized to conclude this Agreement

Ident. No.: 002 16 224; tax ident. No.: CZ00216224

Bank connection: Komerční banka a.s., Prague, branch Brno – město; account number 85636621/0100

Legal form: public higher education institution, established by the law, not incorporated into the Commercial Register (hereinafter referred to as the "Accommodation Provider")

and

Mr./Mrs./Miss

Birth certificate number*	Surname	Name	Title
Identity card number/ passport			
Permanent residence address:			
Post code	Municipality	Street and building number	
Country:			

*) or date of birth
(hereinafter referred to as the "Accommodated Person")

made and entered into as of below mentioned day, month and year according to the provision of § 2326 et seq. of the Act No. 89/2012 Coll., Civil Code, as amended (hereinafter referred to as the "Civil Code" or "CC") the following

accommodation agreement
(hereinafter referred to as the "Agreement"):

Art. I. SUBJECT AND ACCOMMODATION PERIOD

1. The Accommodation Provider shall provide the Accommodated Person with a residence hall place temporarily, provisionally and for a consideration – one bed in the room including its basic furnishings, i.e., in the extent of the inventory (hereinafter also referred to as the "Accommodation Area") at the accommodation facility/room number:

University Residence Hall.....room number.....

2. The accommodation has been agreed for a definite period of time

from until

Art. II. START AND TERMINATION OF THE ACCOMMODATION

1. The accommodation shall start on the day agreed under Art. I. para. 2. of the Agreement under the terms and conditions stipulated in this Agreement.
2. The accommodation shall terminate:
 - a) upon expiration of the accommodation period agreed under this Agreement; upon request of the Accommodated Person, delivered to the Accommodation Provider not less than one month prior to the expiration of the agreed accommodation period, the agreed accommodation period may be extended by an agreement with the Accommodation Provider by the procedure specified in Art. VIII. para. 3. of the Agreement.
 - b) before expiration of the agreed accommodation period by a written notice of the Agreement served by the Accommodated Person, even without giving any reason, with the notice period of two months starting on the first calendar day in the month following the delivery of the notice to the Accommodation Provider; however, the obligation of the Accommodated Person to compensate the Accommodation Provider for a damage (including lost profit) suffered by the Accommodation Provider as the consequence of premature termination of the accommodation according to § 2330 para. 2, and/or according to § 2894 et seq. of the CC, shall not be affected.
 - c) before expiration of the agreed accommodation period by a written notice of the Agreement served by the Accommodation Provider without any notice period provided that the Accommodated Person, in spite of warning, keeps materially breaching his/her obligations under the Agreement or good manners; a failure to pay the accommodation price (hereinafter also referred to as the "residence hall accommodation fee"), destruction of the Accommodation Area or common areas, pollution of the Accommodation Area or common areas, nuisance of other accommodated persons etc. shall always be considered as a material breach of the Agreement, all listed by examples in the Accommodation Rules of the University Residence Halls (hereinafter referred to as the "Accommodation Rules"), published on the websites of the Accommodation Provider and other places common for such a purpose, in particular on the official notice boards of the particular University Residence Hall. Filing a notice shall not affect the obligation of the Accommodated Person to compensate the Accommodation Provider for a damage (including lost profit) suffered in this context, in particular according to § 2894 et seq. of the CC. The notice shall be delivered to the last address of temporary or permanent residence of the Accommodated Person, known to the Accommodation Provider; where the notice is delivered by a postal license operator, the notice shall be considered delivered after the lapse of the fifth calendar day after its written version has been handed-over to the postal license operator irrespective of the fact whether the Accommodated Person has become aware of its deposit or not.
 - d) by vain expiration of the period resulting for the client from the booked accommodation according to Art. V. para. 3. of the Agreement.
 - e) in a manner stipulated in the general provisions of the Civil Code on the extinction of obligations, such as due to the subsequent inability of the fulfilment according to § 2006 et seq. of the Civil Code. For the purpose of this provision, the subsequent inability shall be interpreted, among others, as the failure of the Accommodation Provider to provide accommodation and connected accommodation services pursuant to the decisions taken by the appropriate state administration bodies or self-administration bodies due to an emergency condition of the residence hall or for other objective reasons (damage or destruction of the residence hall).

Art. III. RIGHTS AND OBLIGATIONS OF THE ACCOMMODATED PERSON

1. The Accommodated Person shall be entitled in particular to:
 - properly use the Accommodation Area, assigned to the accommodation of the Accommodated Person and accepted by the Accommodated Person in the condition fit for its proper use; properly use common areas of the residence hall as well as outdoor spaces situated in the premises of the residence hall, such as sports and relaxation areas;
 - properly accept services connected with the accommodation;
 - basic furnishings of the room (to the extent of the inventory) and routine maintenance of such furnishings;
2. The Accommodated Person shall be obliged in particular to:
 - properly use the Accommodation Area, assigned to the accommodation of the Accommodated Person and accepted by the Accommodated Person in the condition fit for its proper use; properly use common areas of the residence hall as well as outdoor spaces situated in the premises of the residence hall, such as sports and relaxation areas;
 - properly accept services connected with the accommodation;
 - comply with legal and other regulations, related to the fire prevention, including internal guidelines; in the premises of the Accommodation Provider to conduct in a manner so as the activity of the Accommodated Person would not be a cause of fire; other issues shall be governed mainly by the Accommodation Rules;
 - comply with other legal and other regulations related to the accommodation, including internal guidelines, respect instructions given by the academic and other staff of the Masaryk university (hereinafter referred to as the "MU"), in particular by the Accommodation Provider for the proper fulfilment of this Agreement;
 - not to leave the room or its part to be used by another (third) person; not to assign, even partially, his/her rights and obligations arising out of this Agreement to another third person; breaching this provision, the Accommodated Person shall pay a contractual penalty amounting to CZK 5,000 (five thousand Czech crowns) which may be imposed also repetitively for each violation of such sanctioned obligation. The entitlement of the Accommodation Provider to withdraw from the Agreement in a manner described in Art. II. para. 2. point c) of the Agreement shall not be affected thereof;
 - refrain from such conduct which might prevent the other accommodated persons from the proper use of the residence hall as well as adjoining outdoor premises;
 - on the date of the accommodation termination to vacate the subject-matter of the accommodation and hand it over properly to the Accommodation Provider in the condition as previously accepted (considering normal wear and tear), especially free of defects, damage and in the original layout design, not later than by 12 AM;
 - to settle all obligations of the Accommodated Person, occurring, arising out of or connected with the accommodation as of the date of the accommodation termination;
 - inform the Accommodation Provider without unnecessary delay of any changes related to his/her personal identification as well as of changes in other facts decisive for the proper fulfilment of this Agreement.
3. Other rights and obligations of the Accommodated Person shall be stipulated in particular by the following provisions of this Agreement and the Accommodation Rules.

Art. IV. RIGHTS AND OBLIGATIONS OF THE ACCOMMODATION PROVIDER

1. The Accommodation Provider shall be entitled in particular to:
 - give instruction for the proper fulfilment of this Agreement;
 - evict the Accommodated Person at his/her expense or – as the case may be – to store belongings of the Accommodated Person at his/her expense in the appropriate designed place, unless the Accommodated Person vacate the room as of the date of the accommodation termination;
 - not more than once per the accommodation period as maximum to change the Accommodation Area for serious reasons, especially for operational-technical or for the efficient use of the accommodation capacity; however, always for one bed in a room within the same residence hall, unless the Accommodation Provider agrees otherwise with the Accommodated Person. The Accommodated Person shall be informed of the change of the Accommodation Area not later than 14 days in advance. In the event of change of the Accommodation Area in accordance with this provision, the Accommodation Provider shall grant the Accommodated Person a single reduction amounting to 20% of the price of the accommodation (residence hall accommodation fee) for the calendar month in which the Accommodation Area has been changed.
2. Other rights and obligations of the Accommodation Provider shall be governed mainly by this Agreement and Accommodation Rules.

Art. V. PRICE OF ACCOMMODATION, FEES FOR OTHER SERVICES CONNECTED WITH THE ACCOMMODATION, OTHER PAYMENTS AND PAYMENTS TERMS AND CONDITIONS

1. The Accommodated Person hereby undertakes to pay the Accommodation Provider in a due and timely manner:
 - price of the accommodation (residence hall accommodation fee) according to the Price List of the Residence Hall Accommodation Fee; the residence hall accommodation fee shall include services connected with the accommodation unless expressly listed in the Price List of Fees for Other Services Related to Accommodation;
 - fees for other services related to the accommodation according to the Price List of Fees for Other Services Related to Accommodation;Price Lists are published on the websites of the Accommodation Provider www.skm.muni.cz and other places usual for the purpose, in particular on notice boards of the specific University Residence Hall. The Accommodation Provider reserves the right to unilaterally modify the amount of the

residence hall accommodation fee and fees for other services related to accommodation on the basis of generally binding regulations (e.g., VAT change), or other price relations stipulated by legal and other provisions, including the internal guidelines of MU and their parts, all of these under the condition that the amount of the residence hall accommodation fee and other fees shall not be considerably exceeded (hereinafter referred to as the "Price Clause").

- other payments agreed hereunder;
- 1.1 Residence hall accommodation fee and fees for other services related to the accommodation shall be paid monthly in advance, beginning on the date of start of accommodation (Art. I. para. 2. of the Agreement):
 - via SUPO, i.e., the "System of Payment of Claims for MU". The use of SUPO shall be governed by the relevant MU directive and other operational conditions of MU, including Schedule of Collection and Transfer of Salaries. The Accommodated Person shall be obliged to activate SUPO (to give his/her consent to the terms and conditions of SUPO operation); failing SUPO activation, the accommodation services in the residence hall may not be used.
 - in the maturity terms of the residence hall accommodation fee payment, stipulated in the Schedule of Collection and Transfer of Salaries, published in SUPO always for the academic year for which the specific Agreement shall be concluded (<https://inet.muni.cz/app/supo/harmonogram>), with the exception of accommodation provided within the course of the month; in such a case, the residence hall accommodation fee shall be mature on the tenth (10) day from the real start of the accommodation. The payment should be sent to the bank account of the Accommodation Provider, identified in the heading of the Agreement, on the agreed due date of the residence hall accommodation fee.
- 2. The Accommodated Person undertakes to pay the Accommodation Provider a security (accommodation deposit) calculated as follows: the amount of daily residence hall accommodation fee corresponding with the price of an allocated bed in CZK x (multiplied) 30 days. The security shall be mature on the tenth (10) day from the real start date of the accommodation. The security will be settled as of the date of accommodation termination, and the Accommodated Person's obligations will be set off towards the Accommodation Provider's claims resulting from or connected with this Agreement. Any overpayment shall be maintained in SUPO. The contracting parties have excluded the appurtenance from deposited security. The contracting parties acknowledge that the accommodation deposit represents a securing measure in accordance with the general civil regulations, consisting of depositing of financial funds in the agreed amount by the Accommodated Person, and the Accommodation Provider is entitled to use such funds to settle its claims towards the Accommodated Person resulting from or connected with this Agreement.
- 3. The party interested, booking a bed in the University Residence Hall (the "pre-accommodated person") undertakes to pay the Accommodation Provider via a cash-less transfer a **security (reservation deposit) amounting to CZK 1,000** within a deadline defined by the Accommodation Provider. The reservation deposit represents a security measure within the meaning of the last sentence of the preceding clause 2 of this article; exclusion of appurtenances from the given deposit shall be governed by the agreement of both contracting parties within the meaning of the preceding paragraph of this article.

By signing the Agreement, the pre-accommodated person shall confirm booked accommodation in the terms and manner stipulated by the Accommodation Provider. The reservation deposit shall be determined for the period beginning on the date of determined (declared) date of commencement of accommodation in the residence hall to the day of real commencement of accommodation, but not later than 5 calendar days from the date of determined (declared) date of commencement of accommodation in the residence hall. After vain expiration of such term, such booked accommodation expires; the reservation deposit shall not be returned and shall forfeit for the benefit of the Accommodation Provider as a contractual penalty compensating harm (damage) to the Accommodation Provider resulting from cancellation of the booked accommodation by the Accommodated Person. If the Accommodated Person starts his/her accommodation within the determined (declared) or agreed period of time, the reservation deposit shall be set off towards the accommodation security within the meaning of the previous paragraph 2 of this Article. Should the "pre-accommodated" person and the Accommodation Provider agree upon a real commencement of accommodation in the residence hall within a period of time longer than 5 calendar days, the "pre-accommodated" person shall be obliged to pay the residence hall accommodation fee already from the determined (declared) date of commencement of accommodation. Should the "pre-accommodated" fail to start his/her accommodation within the determined (declared) or agreed period of time, the reserved accommodation shall be terminated and the reservation deposit shall forfeit for the benefit of the Accommodation Provider as a contractual penalty compensating loss (damage) suffered by the Accommodation Provider resulting from cancellation of the reserved accommodation by the pre-accommodated person; if the loss (damage) is higher than the agreed amount of the reservation deposit, the amount of lost residence hall accommodation fee payable for the period of reservation, i.e. from the date determined (declared) for commencement of accommodation to the agreed date of commencement of accommodation, shall be added to the contractual penalty.
- 4. In the event of delay in payment of the residence hall accommodation fee, the Accommodated Person shall pay the Accommodation Provider a contractual penalty amounting to CZK 5 (five Czech crowns) for each, even started, calendar day of delay in the residence hall accommodation fee payment; the right of the Accommodation Provider to terminate the Agreement under Art. II. para. 2 point c) of the Agreement shall not be affected thereof.
- 5. Unless the Accommodated Person properly vacate and return the Accommodation Area to the Accommodation Provider as of the date of accommodation termination, the Accommodated Person shall pay the Accommodation Provider a contractual penalty amounting to CZK 500 (five hundred Czech crowns) for each, even started, calendar day of delay in the fulfilment of this obligation.

Art. VI. LIABILITY FOR DAMAGE, PERSONAL DATA PROTECTION

1. A general liability for damage caused by an infringement of contractual (legal) obligations shall be governed by the duty to provide compensation for material and non-material harm (damage) according to § 2894 et seq. CC. According to § 2946 et seq. of the CC, the Accommodation Provider shall be responsible for damage to the item, brought-in by the Accommodated Person into the accommodation area or another item by him/her deposited, and/or an item brought-in for the Accommodated Person. According to § 2330 para. 2 of the CC, the Accommodated Person shall be liable to damage suffered by the Accommodation Provider by a premature termination of the accommodation by the Accommodated Person, unless the Accommodation Provider could not have prevented such damage.
2. The Accommodated Person shall be entitled and obliged to deposit financial funds, jewels and/or other valuables (hereinafter referred to as the "Valuables"), with the exception of hazardous articles or articles the scope of which shall be inadequate to the University Residence Hall, in the period and place stipulated by the residence hall operation manager; the Accommodation Provider may require that deposited articles are handed-over into his/her deposit in a closed or sealed box. Compensation for damage shall be governed by § 2948/2 of the CC.
3. The Accommodated Person shall be entitled to bring-in to the Accommodation Area or use in the Accommodation Area an article of special value or electrical appliance under the terms and conditions stipulated in the following Art. VII. to this Agreement.
4. The Accommodated Person gives his/her consent to the Accommodation Provider to process his/her personal data within the framework of the provision of accommodation services according to the Act No. 101/2000 Coll., on the Protection of Personal Data and on Amendment to Some Acts, as amended, contained in this Agreement or data collected by the Accommodation Provider in connection with the fulfilment of rights and obligations arising out of the Agreement. Furthermore, the Accommodated Person gives his/her consent to a data processor, provided that the Accommodation Provider makes an agreement on personal data processing with another entity. Within the meaning of this provision, the personal data processing and their protection shall be understood monitoring of the common areas of the University Residence Hall (the building entrance, open connecting corridors, stairs, emergency exists) by a camera surveillance system, in particular for safety and fire prevention reasons; a visibly located notice shall inform about the surveillance over the involved premises in advance.

Art. VII. OTHER PROVISIONS

1. The Accommodated Person shall be obliged to inform the Accommodation Provider of bringing-in or use of the information technology devices (PC, notebook, accessories, etc.), audio-visual facilities, optics (cameras, projection apparatuses, binoculars etc.) or other articles of special value (hereinafter referred to as the "Article of Special Value") on the prescribed form of the Accommodation Provider.
2. The Accommodated Person shall be obliged to ask the Accommodation Provider in writing for bringing-in or use of the Article of Special Value, electrical appliances or similar electrical device (hereinafter referred to as the "Electrical Devices") by submitting the prescribed form as specified in para. 1. of this article. Bringing-in or use of the Article of Special Value and Electrical Device shall be possible in conformity with the instruction for use of brought-in article of special value or brought-in electrical devices of the Accommodation Provider. Specifically, bringing-in or use of electrical devices non-conforming with valid technical standards or with power consumption considerably exceeding power consumption common for the particular accommodation facility shall be forbidden.
3. Unless the Accommodated Person registers the Article of Special Value or Electrical Device as agreed, the Accommodated Person shall be obliged to pay the Accommodation Provider a contractual penalty amounting to CZK 3,000 (three thousand Czech crowns), which the Accommodation Provider shall be entitled to impose even repetitively for each case of such unauthorized bringing-in or use of the Article of Special Value or Electrical Device.

Art. VIII. CONCLUDING PROVISIONS

1. The contracting parties have agreed that the possibility of remedy of the lack of existence of the written form of the legal proceedings shall be excluded and that invalidity of legal proceedings, for which the contracting parties have negotiated a written form, can be objected at any time, also in case that the fulfilment has already started. I.e., the provision § 582 para. 1 first sentence and para. 2 of CC shall not be applicable between the contracting parties as the contracting parties have expressly excluded its application.
2. The contracting parties shall resolve any disputes arising under, resulting from or related to this Agreement primarily by an amicable agreement. Unless their agreement is reached, a locally competent court shall resolve the dispute, the local competence of the court shall be governed by the registered office of the Masaryk University, if permitted by the Czech procedural regulations, in particular the Code of Civil Procedure.
3. The contracting parties have agreed that § 564 of the CC shall not be applicable, i.e., that the Agreement may be supplemented or amended only by the written instrument, in the form of mutually agreed amendments, with the exception of the price clause according to the Art. V. para. 1. of the first and second indent of the Agreement. Exchange of e-mail or other types of electronic messages shall not be considered as the written form for this purpose. Invalidity of legal proceedings for the failure to keep the form can be objected anytime, also in case that the fulfilment has already started.
4. The contracting parties have agreed that the obligation of the Accommodated Person to pay the Accommodation Provider a contractual penalty for infringement of the obligation secured by the contractual penalty shall not exclude the right of the Accommodation Provider for compensation for damage suffered as the consequence thereof, irrespective of the amount of damage.
5. Relations not expressly modified by this Agreement shall be governed by the Czech rule of law, in particular the Civil Code and Higher Education Institutions, and, furthermore, internal regulations of MU (in particular, MU Statute) and internal regulations, instructions and rules of MU and the Accommodation Provider (in particular the Accommodation Rules).
6. By his/her signature, the Accommodated Person confirms that the Accommodation Provider has introduced the Accommodated Person to the Accommodation Rules of the University Residence Hall.
7. The contracting parties hereby confirm authenticity of the Agreement by their signatures. At the same time, the Accommodated Person declares that he/she has read the Agreement before its signature and that he/she concludes the Agreement on the basis of his/her true and free will, after mutual discussion.
8. This Agreement shall come into force and effect on the day of its signature by both contracting parties, and shall be executed in two duplicate originals, whereas each contracting party shall receive one duplicate original.

In Brno on

.....
on behalf of the Accommodation Provider

.....
on behalf of the Accommodated Person

to be filled out by the Accommodation Provider:
Entry to the University Residence Hall:
End of stay in the University Residence Hall: