

ACCOMMODATION AGREEMENT

Masaryk University

with the registered office at Žerotínovo nám. 617/9, 601 77 Brno
 Person authorized to conclude this Agreement:
 Company identification No.: 00216224; Tax identification No.: CZ00216224
 Bank details: Komerční banka a. s., Praha, branch Brno – město; bank account No. 85636621/0100
 Public university established under the law, not incorporated in the Companies Register
 (hereinafter referred to as "**the Accommodation Provider**")

and

Mr/Mrs/Miss

| | | | |
|--|------------------|--------------------------------|-----------------------|
| Personal identification No., or date of birth, if personal no. assigned | Surname | Name | Academic title |
| | | | |
| ID/passport No. | | | |
| Permanent residence address: | | | |
| Post code | Town/City | Street and house number | |
| | | | |
| State: | | | |
| E-mail: | | | |
| Phone: | | | |

(hereinafter referred to as "**the Accommodated Person**")

on the below day, month and year, entered into this **Accommodation Agreement** (hereinafter referred to as "**the Agreement**" under Section 2326 of the Civil Code (hereinafter referred to as "**CC**")):

I. SUBJECT MATTER AND TERM OF ACCOMMODATION

1. The Accommodation Provider provides a paid place in the university dormitory – one bed in a room including basic facilities defined in the inventory list (hereinafter also referred to as "**the Accommodation Space**") for the agreed term:

University dormitory:, room No., price of allocated bed per day:¹

2. The accommodation is agreed for a definite term from..... to

II. ACCOMMODATION TERMINATION

1. The particulars concerning the termination hereof are set forth in detail in the University Dormitories Accommodation Rules, which form an integral part hereof and are available at <https://www.skm.muni.cz/kolej/dokumenty>.

III. RIGHTS AND RESPONSIBILITIES OF THE ACCOMMODATED PERSON AND THE ACCOMMODATION PROVIDER

- The rights and responsibilities of the Accommodated Person and the Accommodation Provider are determined in the Agreement and the University Dormitories Accommodation Rules.
- The Accommodation Provider reserves the right to unilaterally change the University Dormitories Accommodation Rules and the Accommodated Person is obliged to get acquainted with such changes during the term of the contractual relationship and comply with the new wording of the University Dormitories Accommodation Rules as of the effective date. The University Dormitories Accommodation Rules are available at <https://www.skm.muni.cz/kolej/dokumenty> and in other places assigned to this purpose, including but not limited to the university dormitory notice boards. The Accommodation Provider shall inform the Accommodated Persons about a change of the University Dormitories Accommodation Rules in a timely and adequate manner (e.g. on the website of SKM MU, by mass e-mails, etc.).
- The Accommodated Person may not provide the room or its part to a third party for accommodation and may not transfer the rights and responsibilities hereunder to a third party, even in part. In the event of a violation of this provision, the Accommodated Person shall pay a contractual penalty of CZK 5,000 (five thousand Czech crowns), which may be imposed repeatedly for every violation of this obligation; this shall not affect the right of the Accommodation Provider to terminate the Agreement under Art. 4(1)(c) of the University Dormitories Accommodation Rules.
- For a situation specified in Art. 10(1)(d) of the University Dormitories Accommodation Rules, the Agreement determines that in the event of a change of the Accommodation Space the Accommodation Provider shall give a one-off discount of 20% of the accommodation price for the calendar month in which the Accommodation Space was changed.

IV. ACCOMMODATION PRICE, FEES FOR RELATED SERVICES, OTHER CHARGES AND PAYMENT TERMS

- The Accommodated Person undertakes to pay the accommodation price and fees for related services in accordance with the Accommodation Price List and Price List of Related Services and other charges hereunder to the Accommodation Provider in a timely and proper manner. Payment details, payment deadlines of the accommodation price and fees for related services are specified in Art. 8 of the University Dormitories Accommodation Rules.
- The price lists referred to in this Article are published at <https://www.skm.muni.cz/kolej/dokumenty> and in other places assigned to this purpose,

¹ Price of the allocated bed as of the date of the Agreement conclusion.

including but not limited to the university dormitory notice boards. The Accommodation Provider reserves the right to change the accommodation price and fees for related services unilaterally based on generally binding laws and regulations (e.g. VAT change) or other price circumstances determined by applicable laws and regulations, including internal MU regulations and their parts, provided that the accommodation prices and charges are exceeded substantially.

3. The terms and conditions of use of the System of Receivable Payments (hereinafter referred to as "SRP") used for payments for accommodation and related services are governed by the applicable MU Guideline and other operating regulations of MUNI, including the Collection and Transfer of Salaries Schedule (<https://inet.muni.cz/app/supo/harmonogram>). The payment must be credited to the bank account of the Accommodation Provider on the due date.
4. The Accommodated Person undertakes to pay the accommodation deposit amounting to the daily accommodation price of the allocated bed in CZK x (times) 30 days, payable within 10 days of the real accommodation start. The deposit shall be settled as of the accommodation termination date and any obligations of the Accommodated Person in the form of receivables of the Accommodation Provider under or in relation to the Agreement shall be offset against the deposit. The extra amount, if any, shall remain in SRP. The Parties exclude interest on the deposit.
5. A person interested in accommodation who reserves a bed in a MU dormitory ("**the Pre-Accommodated Person**") undertakes to pay a **reservation deposit of CZK 2,000** (two thousand Czech crowns) to the Accommodation Provider within the period set by the Accommodation Provider. The Pre-Accommodated Person shall confirm the Agreement on Reserved Accommodation by their signature on the date and in the manner determined by the Accommodation Provider. The reservation deposit is determined for the period from the day of the scheduled (announced) boarding to the day of actual boarding, but no later than 5 calendar days from the date of the scheduled (announced) boarding. If this period expires in vain, the right for the reserved accommodation ceases and the reservation deposit is forfeited to the Accommodation Provider as a contractual penalty, which compensates for the damage (detriment) incurred by the Accommodation Provider by cancelling the reserved accommodation. If the Accommodated Person enters the dormitory within the specified (announced) or agreed time, the reservation deposit will be settled on the date of termination of the accommodation under the cumulative fulfilment of following conditions: a) The Accommodated Person hands over the room keys to the Provider and b) the Accommodated Person moves out of the dormitory officially and factually. If the cumulative conditions mentioned in the previous sentence are not fulfilled by the Accommodated Person, the reservation deposit shall be forfeited to the Accommodation Provider as a contractual penalty. As of the date of termination of the accommodation under this paragraph, the Accommodated Person's obligations in respect of the deposit against the Accommodation Provider's claim arising from or related to this Agreement (including compensation for any damage) will be settled against the reservation deposit. Any overpayment after the settlement and the offsetting of mutual receivables and liabilities shall be deposited in the SUPO. Any outstanding balance is payable on the day of termination of the accommodation, but no later than 30 days after the termination of accommodation on the account of the Accommodation Provider. Should the SUPO system be abandoned during the term of the contractual relationship, any overpayment shall be credited to the Accommodated Person's bank account, the number of which shall be communicated to the dormitory officers upon termination of accommodation, no later than 30 days from the date of termination of accommodation. The Parties exclude interest on the security deposit.
6. If the Pre-Accommodated Person and the Accommodation Provider agree on a real start of the accommodation in a period exceeding 5 calendar days from the date of the set (announced) start, the Pre-Accommodated Person is obliged to pay the accommodation price to the Accommodation Provider from the date of the set (announced) accommodation start. If the Pre-Accommodated Person fails to start accommodation in the agreed period under the previous sentence, the reserved accommodation ceases to exist and the reservation deposit will be forfeited by the Accommodation Provider as a contractual penalty compensating the damage incurred by the Accommodation Provider by cancellation of the reserved accommodation. If the damage exceeds the agreed reservation deposit amount, the amount of lost accommodation price for the reservation period, i.e. from the date of the set (announced) accommodation start to the date of the agreed accommodation start, is added to the contractual penalty.
7. In case of default of payment of the accommodation price, the Accommodated Person shall pay a contractual fine of CZK 5 to the Accommodation Provider for every commenced calendar day of the default; the above shall not affect the right of the Accommodation Provider to terminate the Agreement under Art. 4(1)(c) of the University Dormitories Accommodation Rules.

V. LIABILITY FOR DAMAGE AND OTHER PROVISIONS

1. General and special liability for damage caused by a violation of contractual (legal) obligations shall be governed by the applicable provisions of CC.
2. The Accommodated Person is entitled to deposit money, jewellery and other valuables, except for dangerous items or items whose value or scope is not suitable for university dormitories, at the assigned time and in the assigned place, following the instructions of the dormitory operations manager; the Accommodation Provider may request the items to be deposited are submitted in a closed or sealed container.
3. The Accommodated Person is obliged to inform the Accommodation Provider about the presence or use of information technology (PC, notebook, etc.), audiovisual technology, optics (photographic and projection devices, binoculars, etc.) or other items of special value, electrical appliances or similar electronic devices (hereinafter referred to as "electronic devices") in a special form of the Accommodation Provider. Presence or use of items of special value and electronic devices is possible in accordance with the Instruction of the Accommodation Provider for Presence and Use of Items of Special Value or Electronic Devices.
4. If the Accommodated Person fails to register an item of special value or electronic device in the manner described above, the Accommodated Person shall be obliged to pay a contractual penalty of CZK 3,000 (three thousand Czech crowns) to the Accommodation Provider, which the Accommodation Provider is entitled to impose repeatedly, for every violation of the obligation subject to the penalty.

VI. FINAL PROVISIONS

1. The obligation of the Accommodated Person to pay a contractual penalty to the Accommodation Provider for a violation of the obligation subject to contractual penalty shall not exclude the right of the Accommodation Provider for damages in relation to the damage incurred, regardless of the amount. The above shall also apply to cases of penalty reduction by a court decision.
2. The relationships not explicitly defined herein shall be governed by the Czech legal system, including but not limited to the Civil Code, Act on Universities and other laws and regulations pertaining to the subject matter and purpose hereof, as well as any internal regulations, instructions and measures of MU and the Accommodation Provider.
3. By signing this Agreement, the Accommodated Person expressly confirms they have properly acquainted themselves with the University Dormitories Accommodation Rules that form an integral part hereof and are available at <https://www.skm.muni.cz/kolej/dokumenty>.
4. The Parties expressly declare they conclude the Agreement based on their true and free will, definitely, with consideration and understanding, not under duress and/or strikingly unfavourable conditions, after a mutual discussion, and that they agree with the content hereof.
5. The Agreement is concluded and comes into effect on the day of execution by both Parties. The Agreement is concluded electronically.

In Brno,