

## ACCOMMODATION AGREEMENT

**Masaryk University**

with the registered office at Žerotínovo nám. 617/9, 601 77 Brno,  
postal address Správa kolejí a menz, Vlnařská 472/5b, 603 00 Brno,  
represented by Kamil Kulíšek, Bc., SKM Director

Company Identification No.: 00216224; Tax Identification No.: CZ00216224

Bank details: Komerční banka, a. s., Account No. 85636621/0100

Public university established by law, not incorporated in the Register of Companies

provides accommodation on the basis of a trade license

(hereinafter as the “**Accommodation Provider**”)

a

Date of birth	Last name	First name	Title
Personal identification / passport number			
Permanent residence address:			
Postal code	Town / city	Street and house number	
State:			
E-mail:			
Phone number:			

(hereinafter as the “**Accommodated Person**”)

have concluded pursuant to Section 2326 and following of the Civil Code (hereinafter as “CC”) this **accommodation agreement** (hereinafter as the “**Agreement**”):

**I. SUBJECT MATTER AND TERM OF ACCOMMODATION**

1. The Accommodation Provider provides to the Accommodated Person a temporary dormitory place in the accommodation area, including its basic equipment, and the right to use common areas and use the services provided together with the accommodation in the **university dormitory** ....., room number ....., for a price according to the valid Price list for accommodation and Price list of fees for other services related to accommodation, and the Accommodation User undertakes to pay the agreed price for accommodation and provided services and to use the dormitory place, accommodation space, and

common areas in accordance with this Agreement and the Accommodation Rules.

2. The accommodation is contracted for a definite period from ..... to .....

## **II. RIGHTS AND OBLIGATIONS OF THE ACCOMMODATED PERSON AND THE ACCOMMODATION PROVIDER**

1. Rights and obligations of the Accommodated Person and the Accommodation Provider are set out in this Agreement and the Accommodation Rules of University Dormitories, which is an integral part of this Agreement and which is available at <https://www.skm.muni.cz/kolej/dokumenty> (hereinafter as the "Accommodation Rules").
2. The Accommodation Provider reserves the right to unilaterally change the Accommodation Rules, and the Accommodated Person is obliged to get acquainted with such a change during the contractual relationship and subsequently to comply with the new wording of the University Accommodation Rules from its effective date, unless he terminates the Contract before the change takes effect. The Accommodation Provider will inform the Accommodated Person about the change in the Accommodation Rules of the University Dormitories at least 60 days in advance of the change taking effect through the Information System of Masaryk University (hereinafter as "IS MUNI"), and the Accommodated Person without a user account in IS MUNI via e-mail together with an indication of the period from which the new version of the Accommodation Rules is effective. The Accommodated Person has the right to terminate this Agreement in the period before the change of the Accommodation Rules takes effect. The termination notice period is 1 month and runs from the first day of the month following the delivery of the termination notice.
3. The Accommodation Provider reserves the right to unilaterally change the Price List for Accommodation and the Price List of Fees for Other Services Related to Accommodation during the term of this Agreement, and the Accommodated Person is obliged to pay for accommodation and other services according to the price lists thus changed from the effective date of the change, unless he terminates the Agreement before the change takes effect. In the event of termination of the Contract due to a change in the price list, the current prices apply to the Accommodated Person. The Accommodation Provider will inform the Accommodated Person about the change of the Price List for Accommodation and the Price List of Fees for Other Services at least 60 days before the change takes effect through the Information System of Masaryk University (hereinafter as "IS MUNI"), and for the Accommodated Person without a user account in IS MUNI via e-mail together with an indication of the period from which the new Price Lists are effective. The Accommodated Person has the right to terminate the Accommodation Agreement in the period before the new price lists take effect. The termination notice period is 1 month from the first day of the month following the delivery of the notice.

## **III. ACCOMMODATION PRICE, FEES FOR OTHER ACCOMMODATION SERVICES, OTHER PAYMENTS, PAYMENT TERMS AND CONTRACTUAL PENALTIES**

1. The Accommodated Person undertakes to pay the Accommodation Provider the price for accommodation and fees for other services related to accommodation and other payments agreed in this Agreement in a proper and timely manner.

2. The Accommodated Person is obliged to pay:
  - a) the price for accommodation (hereinafter as "dormitory fees") according to the Dormitory Price List for Accommodation; Accommodation-Related Services are included in the dormitory fees, unless they are explicitly stated in the Price List of fees for other accommodation-related services according to b), and
  - b) fees for other services provided to the Accommodated Person according to the Price List of Fees for Other Services Related to Accommodation.
3. The Accommodated Person is obliged to pay all payments through the System of Payment of Receivables for Persons (hereinafter as "SUPO") on the basis of instructions for the payments and the use of the SUPO.
4. The Dormitory Price List for Accommodation; Accommodation-Related Services are published on the web [www.skm.muni.cz](http://www.skm.muni.cz).
5. The dormitory fee is always payable monthly in advance within the deadlines set by the Schedule for collection and transfer of salaries for the given academic year, published in the SUPO system. In the case of accommodation during the calendar month, the dormitory fee is payable by the tenth day from the day of the actual start of the accommodation. The dormitory fee must be credited to the landlord's bank account on the due date. Delay in the payment of the dormitory fee or the price of services longer than 30 days is considered a gross violation of the obligations of the Accommodated Person and is a reason for termination of accommodation by the Accommodation Provider without notice.
6. The due date for payment of fees for other services related to accommodation and the method of their payment is governed by the same conditions as for the payment for accommodation.
7. The Accommodated Person is obliged to pay the dormitory fees from the time which is agreed as the beginning of the accommodation, regardless of whether he has already been accommodated. If the Accommodation Person does not begin his stay within the period specified in the accommodation schedule, the Agreement expires on the day of the expiration of the period set for being accommodated. The Accommodated Person will be informed in writing about the termination of the Agreement for this reason.
8. The Contracting Parties have agreed on an inflation clause to the amount of the dormitory fee so that the Accommodation Provider is entitled to unilaterally increase of the dormitory fee during the validity of this Agreement always as of February 1 of the corresponding year by the annual inflation rate expressed by the increase in the average annual consumer price index for the past calendar year, stipulated for the duration of this Agreement by the Czech Statistical Office. The increase of the price by inflation pursuant to the provision of Article III, paragraph 8 of this Agreement shall not be considered a unilateral change in the Accommodation Price List, and the provision of Article II, paragraph 3 of this Agreement will not be applied.
9. The Accommodated Person undertakes to pay the Accommodation Provider an accommodation deposit (financial security) in the amount of 30 times the daily dormitory rate, which is payable within 10 days from the date of his actual arrival at the accommodation place, which serves to ensure proper payment of the dormitory fee. If the Accommodated Person House is late with his payment, the Accommodation Provider has the right to use the accommodation deposit to pay the Accommodated Person's financial obligations associated with the obligation to pay dormitory fees,

including its accessories. At the end of the accommodation, the accommodation deposit is charged to the accommodated person in the form of a set-off for the payment of the last dormitory fee, the due date of which is governed by the deadlines set out in the Schedule for Collection and Transfer of Wages. The Parties have agreed that the deposit will not bear interest.

10. The person who reserves a bed in the MU dormitory (the "Pre-Accommodated Person") undertakes to pay the Accommodation Provider a non-cash reservation deposit (financial security) in the amount of CZK 2,000 (in words: two thousand Czech crowns) within the deadline set by the Accommodation Provider, which will guarantee the reservation of accommodation. The reservation deposit is set for the period from the day of the stipulated (announced) entry to the dormitory to the day of the actual entry to the dormitory, but no later than the expiration of the accommodation deadline date. Upon the expiration of the period for accommodation due to a missed deadline, the deposit is forfeited in favor of the Accommodation Provider. If the Accommodated Person is accommodated, the reservation deposit will be used as a guarantee that the Accommodated Person will pay the Accommodation Provider its obligations arising from the Agreement. The reservation deposit will be returned to the Accommodated Person after the accommodation space is properly vacated. The payment of the reservation deposit does not affect the Accommodated Person's obligation to pay the accommodation deposit according to the previous paragraph. The Parties have agreed that the deposit will not bear interest.
11. In the event of a delay in the payment of dormitory fees or the price of other services, the Accommodated Person is obliged to pay the Accommodation Provider a contractual interest on arrears in the amount of 0.05% per day of the amount due. The application of default interest does not affect the Accommodation Provider's right to terminate the Agreement.
12. The Accommodated Person is obliged to pay the Accommodation Provider a contractual penalty for each day of delay in vacating the accommodation space and handing over the space to the landlord in the amount of one-day dormitory increased by 10%. The payment of the contractual penalty does not affect the Accommodation Provider's right to demand compensation from the Accommodated Person for damage caused by late evacuation of the accommodation space.
13. The Accommodated Person is obliged to pay the Accommodation Provider a contractual penalty in the amount of CZK 3,000 if he uses any electrical equipment at the dormitory the use of which was not permitted by the Accommodation Provider according to the conditions of the Accommodation Rules. This Accommodation Provider is entitled to impose a contractual penalty repeatedly for each violation of such sanctioned obligations. Payment of a contractual penalty does not affect the right of the Accommodation Provider to demand from the Accommodated Person a compensation for damages caused by violations of this obligation.

#### **IV. FINAL PROVISIONS**

1. The Parties have agreed that the Accommodation Provider is entitled to deliver to the Accommodated Person Provider all legal instruments via IS MUNI. If the Accommodated Person does not have an account in IS MUNI, the Accommodation Provider will be making deliveries to the address specified in this Agreement or to the address provided to the Accommodated Persons.
2. The obligation of the Accommodated Person to pay a contractual penalty to the Accommodation Provider for breach of the obligation secured by the contractual penalty does not affect the Accommodation Provider's right to compensation for damages incurred in this context, regardless of

the amount of damage. This also applies in the case of a reduction of the fine by a court decision.

3. This Agreement is governed by Czech law, in particular the Civil Code, the Higher Education Act and other legal regulations that are related to the subject and purpose of this Agreement, in addition to internal regulations, instructions and measures of MU and the Accommodation Provider. References to any other legal system not permitted.
4. By signing this Agreement, the Accommodated Person confirms that he has duly acquainted himself with the Accommodation Rules, the Dormitory Price List and the Price List of Fees for Other Services Related to Accommodation, the Price List of Damages Related to Accommodation, and the Schedule for Collection and Transfer of Salaries for the Academic Year, which form an integral part of this Agreement and which are available at <https://www.skm.muni.cz/kolej/dokumenty>.
5. The Parties expressly declare that they conclude this Agreement on the basis of their true and free will, definitely, seriously and comprehensibly, not in distress and/or under noticeably unfavorable conditions, after mutual discussion, and that they agree with the content of this Agreement.
6. The Agreement is concluded and is effective on the date of signature by both parties. The Agreement is concluded electronically via the Masaryk University Information System.