

Accommodation Contract
made in accordance with Section 754 and the subsequent of Civil Code

Janáčkova akademie múzických umění v Brně

(Janáček Academy of Performing Arts in Brno)

Beethovenova 650/2, 662 15 Brno

Identification No.: 62156462, tax identification No.: CZ62156462

Account No.: 27-0493910247/0100

(hereinafter referred to as the "Quartermaster")

represented by director of student hostel Astorka

and

Surname and first name: <SURNAME> <FIRST NAME>

Date of birth: <DATE OF BIRTH> student of <SCHOOL> ident. No.: <LOGIN>

Permanent residence: <STREET> <TOWN> postcode: <POSTCODE> e-mail: <EMAIL>

Other address: Citizenship: <>

Bank connection: <BANK ACCOUNT> / <BANK> Identity card No.: <IDENTITY CARD No.>

(hereinafter referred to as the "Applicant" or "Accommodated Person")

made the following contract:

I.

Basic stipulations

(1) The Quartermaster shall provide the Applicant with temporary accommodation at the student hostel ASTORKA, Novobránská 3, 602 00 Brno, for the period of his/her study at a university in academic year 2018/19 from <DATE FROM> but not longer than by <DATE TO>, namely one bed in <BEDS> -bed room.

(2) The Applicant takes into account that in case of rooms with several beds, he/she may share this room with other accommodated persons; providing the accommodated person does not issue a written complaint regarding his/her roommate, it is understood that he/she is accommodated with this person from his/her own free will.

(3) The applicant takes into account that considering the nature of this hostel and the price of accommodation, no „hotel safe“ services shall be offered and he/she waives his/her right for damage compensation from the quartermaster.

II.

Room and its takeover

1. The Quartermaster shall decide on allocation of a concrete area for the Applicant's accommodation (hereinafter referred to as the "room"); the Quartermaster is entitled to allocate other room to the Applicant due to important reasons (e.g. repairs, optimisation of utilization of the student hostel capacity) within the accommodation period. On the first day of accommodation the Applicant was allotted room No: <ROOM> on <FLOOR> floor by the Quartermaster.
2. When taking over the room he/she shall sign list of the room fixtures and fittings and suitability of the room for proper use. Upon takeover he/she states possible objections, otherwise it is considered that at the time of takeover the room and the fittings and fixtures were free of defects.
3. The Quartermaster is entitled to enter the room without the Accommodated Person's consent and presence in the event that there is risk of damage on property or health, or life of a person is endangered. The Accommodated Person enables the Quartermaster to enter the room to take stock within the period of time that he/she was informed of in advance.

III.

Applicant's statement and obligation

(1) The applicant obliges to not disturb the performance of rights of other people when performing his/her own rights. The applicant obliges to not terminate the accommodation before the lapse of the arranged period, providing a reason compliant with law arises or a reason arises pursuant to this contract based on the breach of obligations of the quartermaster.

(2) The Applicant declares that before signature of the Contract he/she was informed of binding legal provisions relating to accommodation, with the Hostel Rules having the character of accommodation rules, a copy of which he/she took over before signature of the Contract, safety and fire regulations, and he/she undertakes to met obligations resulting from the documents as well as obligations hereunder. The Applicant undertakes not to disturb other people when exerting his/her rights.

IV.

Price of accommodation and services connected with it and its payment

1. The Accommodated Person is obliged to pay the Quartermaster:
 - a. price of the accommodation, amount of which is specified under the Hostel Rules 1 + VAT (CZK 2,760 as of the date of the Contract) for every month of the accommodation, and even the month that has just started,
 - b. for use or lease of appliances: fees in accordance with tariff (annex No. 1 to the Hostel Rules), + VAT,
 - c. for breach of his/her obligation under this Contract: agreed contractual fine and interest on late payment if applicable.
2. VAT amount is calculated by the Quartermaster in accordance with the applicable legal provisions effective as of the date. Should this tax rate change, the quartermaster is entitled to adjust the charged amounts without further notice.
3. Payment of amounts in accordance with clause 1 will be made in cash in October. Beginning from the second month of accommodation it will be made in the form of collection. The Quartermaster is entitled to implement collection of the amount at any time from the 8th to the 15th day of the given month, and the Accommodated Person is obliged to have sufficient financial means on his/her account for the collection. With exception of cases mentioned hereunder, payment in cash will be increased by CZK 50.
4. The Applicant undertakes to grant the Quartermaster permission to collect the financial means from his/her account to the account No. 27-0493910247/0100 with a monthly limit of at least double amount specified in clause 1 letter a) within seven days after signature of the Contract by receiving written confirmation of settlement of all obligations with the Quartermaster. The Applicant also undertakes to keep financial means amounting to at least double amount in accordance with clause 1 letter a) and not to determine other than the specified collection limit.
5. In justified cases (change in price of energy, inflation etc.) the Quartermaster is entitled to change amount of the payment in accordance with clause 1 letters a) and b); the Quartermaster shall put up decision on change on the official notice board at the student hostel Astorka not later than 7 days before the effective date. The Applicant declares that he/she agrees with possible changes. Should the applicant not agree with the change, he/she is entitled to withdraw from this contract in writing without a notice period, continuing to use the accommodation is considered as an agreement with the changes.

V.

End of accommodation

1. The Quartermaster is entitled to withdraw from the Contract if the Applicant is in default in meeting any of his/her obligations for more than 1 month or in the event that he/she repeatedly breaches his/her obligations hereunder, or should his/her university studies have ended. The notice period for withdrawals according to the previous sentence shall end on the last day of the month, in which the withdrawal had been delivered to the other party. This does not affect the right of the quartermaster to terminate accommodations based on reasons defined by law or the hostel rules.
2. The Accommodated Person is obliged to clear the room as of the date of end of the accommodation, and to hand over the room on the same day between 8:00 a.m. and 3:00 p.m. to the Quartermaster. In the event that the Accommodated Person received an accommodation card he/she is obliged to return it undamaged to the Quartermaster or if he/she lost the card, to settle the fee.

3. In the event that the Accommodated Person fails to meet his/her obligations specified above, the Quartermaster is entitled to clear the room and to keep the Accommodated Person's things. The Applicant is obliged to pay a fee amounting CZK 200 per day of storage or a sum spent by the Quartermaster in connection with storage of the things if it is higher. In the event that the Applicant doesn't collect his/her things by the end of the month following after the month in which the thing were put in storage, the Quartermaster gets the possession of the things free of charge and explicit territorial, time and quantity unlimited licenses as for any use of the Accommodated Person's works without the Accommodated Person's right to additional reasonable remuneration.

VI.

Contractual fine, default and its consequences

1. Should the accommodated person breach any one obligation not contained in the following articles of this contract, the quartermaster is entitled to require payment of a contractual fine amounting of CZK 400 for every such breach and for every month the breach occurs in.
2. In the event that the Applicant doesn't start accommodation within the agreed period of time or the Accommodated Person finishes accommodation before the agreed term, the Quartermaster is entitled to require a contractual fine from the Applicant or the Accommodated Person amounting to double number of months for which he/she didn't pay till the end of accommodation for which he/she didn't pay price of accommodation to the Quartermaster as well as agreed monthly payments for accommodation.
3. In the event that the Applicant fails to arrange an insurance policy in accordance with Art. VII par. 2, the Quartermaster is entitled to require payment of a contractual fine amounting to the quadruple of the price of accommodation per month.
4. The contractual fine is payable as of the 15th day of a month following after the month in which the obligation was breached or in which it continued to exist. The contractual fine does not mean waiver of the right to indemnity on the side of the Quartermaster. Interest on late payment is 0.1% of the outstanding amount per day of delay and even the day that has just started.
5. In the event that the Applicant is in default in payment of any amount under this Contract, the Quartermaster is entitled to put out a call to pay on the official notice board giving the Applicant's name, address, room number and the outstanding amount until its settlement.

VII.

Indemnification

1. The Accommodated Person is responsible for damage caused by him/her. In the event that responsibility for damage caused in his/her room and its fittings and fixtures of a concrete accommodated person is not established, all of the people accommodated in the room are jointly responsible for it, providing they do not prove that said damage was caused by a third person.
2. The Accommodated Person is obliged to arrange insurance policy covering taken in articles for the whole period of accommodation, its limit amounting to the quadruple of the price of accommodation per month.
3. The quartermaster is not obliged to accept any valuables from the accommodated person into safekeeping.

VIII.

Settlement of disputes

The Applicant and the Quartermaster agree that property disputes arising from this Contract, a part of which is an arbitration clause, or in connection with it may be discussed and decided by the arbitrator Mgr. Richard Špišek, Marešova 10, 602 00 Brno, who won't be bound by legal regulations and is entitled to settle the dispute in accordance with equitable doctrine on the basis of written documents and without official oral act. The action should be sent to the arbitrator in two counterparts. It should be obvious from the action to whom it is determined, who submits it, what does it concern to and what does he/she aim at. The action should contain description of decisive facts, specification of proofs claimed by the petitioner, and it should be obvious what the petitioner demands. This Contract or its officially verified copy should be enclosed to the action. Documentary proofs should be submitted in originals or officially verified copies. The petitioner is obliged to pay the arbitrator's remuneration amounting to 4% of the dispute value but not less than CZK 5,000 using method of payment and within period of time specified by the arbitrator in a written notice. The arbitration proceedings will be held in Brno. The arbitration award will be final and binding for the parties and the contracting parties undertake to meet the obligation specified under the arbitration award. The liable party shall pay costs of the arbitration proceedings to the winning party, i.e. the arbitrator's remuneration, cash expenses and the lawyer's remuneration, rate of which will be determined in accordance with decree No. 484/2000 Coll., and the cash expenses in accordance with decree No. 177/1996 Coll. if the winning party was represented by a lawyer in the dispute. The liable party is also obliged to pay the arbitrator's cash expenses connected with the arbitration proceedings. The arbitrator should decide on obligation to pay costs of the arbitration proceedings under the arbitration award considering proportion in which each of the parties was successful.

IX.

Personal data protection

The Applicant declares that he/she was informed of the fact that the Quartermaster is going to collect, process and make accessible personal data he/she provides the Quartermaster under this Contract or will provide during legal relationship resulting from this Contract up to extent and in way necessary for the purposes of accommodation, accounting, tax and keeping on file, and he/she agrees with it. The Applicant or the Accommodated Person is obliged to provide the data (with exception of the data on the university attended, identification number and el. address) for the above-mentioned purposes, and he/she was informed of consequences of failure to meet this obligation. The Applicant explicitly agrees with the above-mentioned facts, he/she undertakes to provide the data and to inform the Quartermaster forthwith of changes in them. The Applicant also declares that he/she was informed of the right of access to his/her personal data, right to correct them and his/her right to ask the Quartermaster or the processor for explanation or correction if he/she thinks that the Quartermaster or the processor process his/her personal data in contradiction with protection of his/her private and personal life or contrary to law, namely if the personal data are inaccurate. Details on http://oou.cloud/katalog/sady?u_id=72.

X.

Final provisions

- (1)The Applicant and the Quartermaster declare that they have had the opportunity to influence basic conditions of this Contract.
- (2) This contract and the relationship arisen from it may only be amended or terminated in a written and legal form as an amendment; any other form is prohibited, if not stated otherwise in the contract. Both parties are entitled to modify contacts and addresses contained in this contract, by delivering the second party a written notice stating, which contacts have been amended and how. The acceptance of this offer by a contractual party of this contract with an amendment or departure from its terms, is not considered as an accepted offer valid for concluding this contract or its amendment, even in cases where it does not significantly amend the conditions of the offer.
- (3)The Applicant's address for service is address of his/her permanent residence or address for service. The Quartermaster's address for service is a post room of the student hostel Astorka. In the event that the addressee doesn't collect the letter within 10 days after it was delivered, the 10th day is considered the date of delivery. In the event that the addressee refuses to take over the letter it is considered delivered.
- (4) The applicant is not entitled to transfer any claims against the quartermaster arisen from this contract or from accommodation, nor to transfer this contract to a third person without the written consent of the quartermaster. The applicant is not entitled to offset his/her claim against a claim of the quartermaster.
- (5)The Applicant and the Quartermaster declare that they have read the Contract carefully, they fully understand its content and agree with it, and they are aware of obligations resulting from the Contract. They also declare that the Contract represents their real, true and free will, it wasn't made in distress or under strikingly unfavourable conditions. In witness whereof they sign the Contract.

In Brno,

In Brno,

Director of the student hostel
On behalf of the Quartermaster

Applicant

Instructions for accommodated persons

to ensure fire protection safety

Basic obligations related to fire protection, pursuant to Act ČNR No. 133/1985 Coll., as amended and regulation of the Ministry of the interior No. 246/2001 Coll. on determining conditions of fire strategies and the performance of fire safety supervision:

1. you are obliged to

- act in such a manner in order to not start a fire, mainly when using heat, electric, gas or other appliances, or when storing flammable and other fire hazardous substances, handling them or handling open fire or other sources of ignition,
- abide instructions and adhere to prohibitions related to fire safety at designated locations,
- observe conditions or instructions related to fire safety of products or their usage
- create in the areas of use such conditions for quick extinguishing of fires and emergency rescue work,

in relation to fire extinguishing

- undertake necessary precautions to save endangered persons,
- extinguish fire, if possible, or undertake such precautions to prevent its spreading,
- immediately report the fire to the designated place or to ensure it is reported by a third person,
- provide personal and material help (vehicle, communication devices or other materials necessary to extinguish the fire) to the fire department unit, if requested so by the fire prevention chief or by the municipality,
- you are not obliged to provide personal or material help, should you be hindered to do so due to important circumstances or should you put yourself or other persons in danger,

2. you may not

- intentionally and for no reason call a fire department unit or misuse the emergency number,
- undertake such work that could lead to fires, should you not have the qualification to undertake such work required by special legal regulations
- damage, misuse or in any other manner hinder the use of fire extinguishers or other items of fire protection as well as fire safety equipment,

It is prohibited to smoke and to handle open flames in the areas of the Janáčkova akademie in Brno (JAMU)!

Instructions for accommodated persons

to ensure safety and health safety

Each student is obliged to, according to his/her own capabilities, take care of his/her own safety and health and the safety and health of other persons directly concerned with his/her work or by neglecting his/her work.

Your are obliged to:

- abide legal and other regulations and instructions of JAMU in Brno to ensure safety and the protection of health at work and to adhere to principles of safe behaviour at the workplace and in JAMU facilities in Brno,
- report to the director of the hostel any defects and flaws of the hostel that could endanger the safety or health of persons at work or using the hostel,
- immediately inform the director of the hostel about injuries, should your health condition allow to do so, and any injury of a third party you have been witness of and to cooperate on investigating the cause of such injury,
- undertake health and hygienic precautions if the conditions require it,

I hereby confirm I have read these instructions, I understand them and I shall adhere to them.

Surname and first name: <SURNAME> <FIRST NAME>

Faculty <FACULTY>

Student's signature _____

In Brno, date ____ . ____ . ____