

AGREEMENT ON PROVIDING ACCOMMODATION IN UNIVERSITY DORMITORIES

The following Parties to the Agreement

- 1) **Západočeská univerzita v Plzni (The University of West Bohemia in Pilsen)**
represented by: The Manager of Správa kolejí a menz (Dormitories and Canteen Management)
registered seat: Univerzitní 8, Pilsen, post code 301 00
Company ID: 49777513
VATIN: CZ49777513
(hereinafter referred to as the SKM)

- 2)
Personal ID/d.o.b.:
Passport No.
Domicile:
Student of (faculty name)
(hereinafter referred to as the Lodger)

have entered on the below-specified day, month and year this Agreement on Providing Accommodation (hereinafter referred as the Agreement), pursuant Section 2326 et. seq. of Act No. 89/2012 Sb., The Civil Code, as amended:

I.

Subject and Term

1. The SKM undertake to provide the Lodger with accommodation – a single bed in a room, including accessories within the scope of the inventory list, in Room No..... in Building (block) in (street), (post code + town), for an agreed period and for a fee.
2. The Lodger undertakes to pay the SKM the price for accommodation (dormitory fee) and fees for services related to the accommodation properly and on time.
3. The accommodation will be provided for a definite term, from to

II.

Rights and Responsibilities of the Parties to the Agreement

1. The SKM undertake to hand over the place of accommodation to the Lodger in a condition suitable for proper use and to provide for the undisturbed exercise of the Lodger's rights associated with accommodation. The condition of the handed over furniture and other accessories according to the inventory list shall be recorded in the Handover Protocol, which is an integral part of this Agreement and signed by both Parties to the Agreement.

2. The SKM is entitled, in particular in the case of economic interest or in the case of reconstructions, to allocate to the Lodger a place of accommodation other than that specified in the first paragraph of Article I of this Agreement.
3. The Lodger is not allowed to sublease his/her place of accommodation or a part thereof to third party without the SKM's consent.
4. The Lodger must suffer the entry into the place of accommodation (room) of persons performing inspections in accordance with the Dormitory Rules.
5. The rights and obligations of the Parties to the Agreement are stipulated in this Agreement and also in the Dormitory Rules, Rector's Directive No. 39R/2011 as amended, and other internal SKM standards accessible on the website <http://www.skm.zcu.cz/predpisy--rady.html> and at other places customary for this purpose, in particular on the official Notice Board of the SKM.
6. The SKM have the right to unilaterally change the Dormitory Rules and their implementing internal standards; the Lodger is obliged to actively search for and get acquainted with such changes during the contractual relationship and subsequently follow the new stipulations as of the date of their effectiveness. The SKM undertakes to inform about these changes in a timely and appropriate manner.

III.

Price for Accommodation, Fees for Services Related to Accommodation, Other Fees and Payment Terms

1. The price for accommodation (dormitory fees) and fees for services related to accommodation are listed in the University's Price List of Works and Services – Annex No. 1 to the Price List, which is accessible, among other places, on the website <http://www.skm.zcu.cz/predpisy--rady.html>, (hereinafter referred to as the Price List). The Lodger pays the price for accommodation and fees for services related to accommodation in the amount according to the valid Price List as follows:
 - a) **by wire transfer to account No. 78887000/2700; specific code 7777; variable code will be generated after signing the Agreement; OR**
 - b) **by a payment card through a payment gateway provided by the University.**
2. The price for accommodation is payable on a month basis and is due by the 15th day of the current month. In the case of payment by wire transfer, the decisive date being the day on which the payment is credited to the University account; in the case of payment by a payment card, it is the date of the transaction stated on the relevant notice issued by the payment gateway provider. In the event of non-compliance with the due date, the Lodger is obliged to pay a contractual fine amounting to 0.5% per day for the outstanding amount, but not more than 10% in total of the outstanding amount. If the Lodger fails to pay the price for accommodation within three days from the delivery of the reminder for payment of the price for accommodation, he/she is considered to have seriously violated the Agreement.
3. The SKM is entitled to unilaterally change the amount of dormitory fees and fees for services related to accommodation on the basis of generally binding regulations (e.g. change of VAT) or other price stipulations set by legal and other regulations, including SKM's internal standards, provided that the amount of dormitory and other fees are not changed in a substantial way. The SKM undertakes to inform about such changes in a timely and appropriate manner.
4. In the case damage provably caused by the Lodger, the deposit in the amount of CZK 2,500 is used to cover the damage. If the amount of the deposit is not sufficient for full compensation, the Lodger is obliged to pay the difference.

5. Should the Lodger fail to vacate and hand over the place of accommodation (room) in an appropriate manner and condition to SKM on the day of termination of his/her accommodation, the Lodger is obliged to pay the SKM a contractual fine in the amount of 500 CZK for each and every day of delay in fulfilling this obligation.
6. The contractual penalty arrangements do not affect SKM's right to compensation for damage in full amount.

IV. Termination of Accommodation

1. The accommodation is terminated:
 - a) upon expiry of the period agreed in the Agreement;
 - b) by an agreement to terminate the Agreement;
 - c) in the event that the Lodger ceases to be a student of the University;
 - d) by a withdrawal of the University from the Agreement on the grounds that the Lodger, in spite of the warnings, continues to substantially violate the provisions of this Directive;
 - e) by a notice with a period of three months, beginning on the first day of the calendar month following the delivery of the notice.

V. Final Provisions

1. The rights and obligations not expressly regulated in this Agreement are governed by Act No. 89/2012 Sb., The Civil Code; Act No. 111/1998 Sb., The Act on Higher Education Institutions; the Dormitory Rules, the Rector's Directive No. 39R/2011, as amended; and other SKM's internal standards accessible on the website <http://www.skm.zcu.cz/predpisy--rady.html> and at other places customary for this purpose, in particular on the official Notice Board of the SKM.
2. By signing this Agreement, the Lodger declares that he/she has duly acquainted himself/herself with the documents accessible on the website <http://www.skm.zcu.cz/predpisy--rady.html>
3. This Agreement is executed in two counterparts and shall enter into force and effect on the date of signature by both Parties to the Agreement.
4. The Parties to the Agreement hereby declare that they have read this Agreement before signing; have understood its content; agree with the content; and that this contract is an expression of their free will.

In Pilsen, on

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for and on behalf of the SKM

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the Lodger