**BUSINESS PREMISES LEASE CONTRACT No. UKRUK/……….…../2017**

(hereinafter referred to only as the “lease contract” or “contract”)

entered into pursuant to Section 22001 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended, (hereinafter referred to only as the “Civil Code")

by and between the following contracting parties

**I. Contracting Parties**

**1. Landlord:**

Name: Charles University

Registered office: Ovocný trh 560/5, 116 36 Praha 1- Staré Město

Bank details: Česká spořitelna, a.s.

Account number: 909909339/0800

Reg. No.: 00216208

VAT No.: CZ00216208

Represented in contractual matters by: Ing. Miroslava Oliveriusová, Registrar

not registered in the Commercial Register

(hereinafter referred to only as the “Landlord”)

on one hand

and

**2. Tenant:**

Name:

Registered office:

Bank details:

Account number:

Reg. No.:

VAT No.:

Data Box ID:

Represented in contractual matters by:

registered in the Commercial/Trades (cancel inappropriate) Register kept by …………

(hereinafter referred to only as the “Tenant”)

on the other,

(hereinafter collectively referred to as the “Contracting Parties”)

**II. Subject of lease**

1. Charles University (Landlord) is the exclusive owner of the building at the address Železná 541/9, Praha 1 – Staré Město (hereinafter referred to only as “Karolinum”).

2. The subject matter of the lease hereof are the premises of the:

a) Large Karolinum Auditorium,

b) Karolinum Reception Lounge,

of total area ……………….. m2 (hereinafter referred to only as the “leased premises”).

**III. Purpose of lease and hand-over of the leased premises**

1. The Landlord in accordance with this contract and the generally binding legal regulations leases the premises to the Tenant for the purpose of organisation of the ………………………………. event (hereinafter referred to only as the “event”).

2. The Tenant accepts the lease of the premises from the Landlord in compliance with this contract and the generally binding legal regulations and undertakes to pay the rent and service costs related to use of the premises.

**IV. Lease term and termination**

1. This contract has been entered into for a fixed period from . . . . Hrs. to . . . . . . Hrs.

 on (date) . . . . . . .. . . 2017.

2. Unless stipulated otherwise, the Tenant upon termination of the lease relationship hereof undertakes to return the premises to the Landlord in the condition in which the leased premises were taken over taking into consideration usual tear and wear while he is obliged to vacate the premises by date of termination of this contract and hand-over the duly vacated premises to the Landlord or a person authorised in writing by the Landlord. All the fixtures and fittings, which are the exclusive property of the Landlord shall remain in the premises being handed over.

**V. Rights and obligations of the Landlord**

1. The Landlord undertakes to:

* handover the leased premises to the Tenant for proper use,
* provide the services related to the lease to the Tenant for the duration of the lease, especially electric power supply and heating, or air-conditioning,
* the Landlord or other party authorised by the Landlord has right of access to the leased premises in the company of a person authorised by the Tenant for the purpose of inspecting the condition of the leased premises.

**VI. Rights and obligations of the Tenant**

1. The Tenant undertakes to:

- take-over the leased premises from the Landlord, take proper care of the premises and use them only for the purpose stated in article III. hereof,

- pay rent and service charges at the agreed rate within maturity to the Landlord,

- when performing activities according to article III., the Tenant is obliged to act in such a manner that he shall under no circumstances interfere with the normal building operations,

- ensure cleaning and usual maintenance of the leased premises including minor repairs on own account,

* allow the Landlord or person authorised by him to enter the leased premises upon request to conduct inspections,
* upon termination of the lease, to restore the leased premises to the condition in which the Tenant took them over at the beginning of the lease, provided the contracting parties do not agree otherwise,
* the Tenant is obliged to use the leased premises hereof in compliance with the applicable legal regulations, rules of decorum and good morals. The Tenant shall not engage in activities within the leased premises that generate noise above the set hygiene limits, cause excessive soiling or excessively burden the surroundings in some other manner,
* the Tenant must not engage in activities that damage the good reputation of the Landlord,
* in the case of an accident, fire and the like, the Tenant is obliged to intervene, or take action to prevent occurrence of further damage. He is further obliged to notify the Landlord of the occurrence of such an extraordinary event,
* when using the leased premises, the Tenant is obliged to observe the applicable safety, fire, hygiene and other regulations to ensure the safety of the operation of technical equipment located within the premises,
* the Tenant is not authorised to perform any building modifications within the leased premises or interfere with the walls and equipment in any way. Upon breach of this duty, the Tenant is obliged to pay compensation to the Landlord for the damage suffered,
* No smoking in the entire Karolina premises, including the yards and courtyards. The Tenant undertakes to ensure observation of this ban by the organisational service and visitors to the event,
* the Tenant takes acknowledges that the Landlord is not liable for property brought by the Tenant into the leased premises, and for this reason, eventual insurance of such property items is the responsibility of the Tenant,
* other rights and obligations of the contracting parties, which arise from the lease relationship and are not regulated hereof shall be governed by the applicable provisions of the Civil Code.

2. The Tenant declares that he is acquainted with the condition of the leased premises and accepts them in a condition fit for contracted use.

**VII. Equipment of the premises**

1. The arrangement of the furniture in the meeting chambers – chairs, tables (this applies to furniture provided by the Landlord) must be specified by the Tenant at the latest 14 days before the date of the event.

- Use of access routes:

- Toilets – including cleaning during and after the event:

- Cleaning of the negotiation and gathering areas before and after liquidation of the event:

- Fire safety service, fire detectors

**VIII. Rent and service charges**

1. The Tenant undertakes to pay the rent for use of the leased premises as agreed between the contracting parties in the amount of CZK ………………… (words: ………………..Czech crowns).

The rent includes the cost of energy, i.e.:

- basic lighting – main lighting of the leased premises

- air-conditioning, heating – ensuring the quality and temperature of the air in Karolinum according to the applicable norms of the Czech Republic

- electric power – allowing the off-take of electric power in the leased premises from the existing distribution lines, consumption of electricity.

VAT at the statutory rate shall be added to the rent and related service charges.

2. The Tenant undertakes to pay the agreed rent and related service charges by wire transfer to the Landlord’s bank account stated at the head of this contract. The Landlord shall issue an invoice (tax document) within the deadline at the latest within 14 days after end of the event and the maturity shall be 14 days. The rent and costs of the services related to the use of the premises are duly paid on the date the given amounts are credited to the Landlord’s account given at the head of this contract.

3. The Tenant undertakes to pay rent to the Landlord properly and in time. In case of Tenant’s delay with proper and timely payment of the rent, he must pay penalty interest on the outstanding amount at the statutory rate to the Landlord and the contractual penalty stated below.

 **IX. Sanctions**

1. If the Tenant fails to pay the rent and related service charges to the Landlord according to art. VIII. hereof within the stipulated maturity, he is obliged upon written call from the Landlord to pay a contractual penalty at the rate of 0.1% on the outstanding amount for each day that payment is overdue until full payment of the outstanding amount.
2. If the Tenant breaches any other of his obligations stipulated in art. VI. para. 1 hereof, he is obliged upon written call from the Landlord to pay a one-off contractual penalty to the Landlord in the amount stipulated in art. VIII. para. 1 hereof.
3. Upon exceeding the lease period, the Tenant is obliged to pay a contractual penalty at the hourly rental rate for the premises for each hour or part thereof in excess of the ordered period.
4. The maturity of the contractual penalty is 10 working days from delivery of the given written call.
5. Payment of the contractual penalty has no effect on the obligation to pay demonstrable damage arising from breach of conditions and obligations arising from this contract to the aggrieved contracting party.

**X. Contacts**

1. The person appointed and authorised by the Landlord to negotiate matters related to this contract is:

Contact person:

 E-mail:

 Telephone:

2. The person(s) appointed and authorised by the Tenant to negotiate matters related to this contract is/are:

Contact person:

 E-mail:

 Telephone:

**XI. Final Provisions**

1. The rights and duties not regulated under this contract shall be governed by the provisions of Act No. 89/2012, Coll., Civil Code, as amended.
2. All changes or supplements to this contract may be made only in writing in the form of numbered amendments.
3. This contract is made out in three copies, each of which has the validity of an original. The Landlord receives two originals and the Tenant receives one.
4. Both contracting parties declare that they have read the contract prior to signature, and that it was concluded freely, solemnly, certainly and comprehensibly, according to their true will, not in distress or other obviously unfavourable conditions, which they confirm with their signatures.
5. All acts in writing between the Landlord and the Tenant shall be considered delivered on the third day after dispatch by registered letter to the address of the other contracting party, also in a case where the addressee refuses to accept the letter or does not pick it up.
6. Rights arising under this contract must not be assigned without the prior written consent of the other contracting party. For the purposes hereof, written format shall not be exchange of e-mail or other electronic messages.
7. The contracting parties undertake to preferentially solve all disputes arising under this contract or in connection with it by negotiation with objective to settle the dispute by mutual agreement.
8. If no agreement is reached, the disputes shall be transferred to the appropriate locally competent court for decision. Arbitration proceedings are excluded.
9. This Contract shall become effective upon its signature by both contracting parties while the date of the later signature shall apply and comes into force on …………….. 2017.

(Var. : This Contract takes effect on the day of its signature by the representatives of both contracting parties while it becomes valid on the date when the last of the contracting parties signs it and comes into effect on the date of registration in the register of contracts pursuant to Act No. 340/2015 Coll., on the register of contracts, as amended.)

10. The contracting parties acknowledge the duty to publish contracts in the register of contracts pursuant to Act No. 340/2015 Coll., on the register of contracts, as amended and agree with such publishing. The Landlord shall send the contract to the registry immediately after signature. The Landlord at the same time undertakes to inform the other contracting party about the realisation of the registration by sending a copy of the confirmation from the contract registration authority about publishing of the contract without undue delay after receipt of such confirmation, or shall beforehand enter the Data Box ID of the other contracting party in the appropriate field of the accompanying form (in such case, the confirmation of registration from the contract registration authority shall be received simultaneously by both contracting parties).

Prague, date……………………. (Place) ……………………, date……………………..

………………………………………………………… ….…………………………………………………….

 Landlord Tenant

Ing. Miroslava Oliveriusová, Registrar