

# Occupational Lease

Concluded pursuant to Sections 685 and 686 of the Civil Code

By and between

.....  
(denoting of the landlord: - individual person: name and surname, birth number, place of residence  
- legal entity: name, registered office, Company Registration No., account no., the name of the authorised person that acts on behalf of this legal entity).

Hereinafter referred to only as the "Landlord"

and

.....  
(denoting of the tenant: - individual person: name and surname, birth number, place of residence. If it is a joint tenancy of more persons, it is necessary to state particulars of all joint tenants  
- legal entity: name, registered office, Company Registration No., account no., the name of the authorised person.)

Hereinafter referred to only as the "Tenant"

## Article 1

### Subject Matter of the Lease

The Landlord lets to the Tenant:

The flat No. .... on .... floor of the building No. .... Street .....,  
Comp. No..... in ..... (municipality).

The flat has .... kitchen(s), ..... room(s) and these following additional rooms .....(e.g. a hall, hallway) and these facilities: ..... (e.g. a bathroom, a toilet, pantry, cellar, box-room). The facilities are individual and located inside the flat (*or: the facilities are shared with flat No....*)

Furthermore, ..... (a balcony, terrace, garage – etc.) belongs to the flat.

The premises intended for common use together with other flats: .....

The floor area of rooms for rent calculation:

Kitchen ..... Hallway ..... Other Rooms .....  
Room ..... Hall ..... Balcony .....  
Room..... Bathroom ..... Room.....  
Toilet .....

The technical condition of the flat and the scope of flat furnishings and equipment are stipulated in the Flat Handing over Report.

The flat is of the first category.

Renting of the flat is being arranged for the period of time:

**a) for the definite period of time** from ..... to ..... (The definite period of time could be denoted differently. For example for the period of .. .... months from the date of .....

**b) for an indefinite period of time** from .....

## Article 2

### Tenant 's Household Members

The following persons are moving into the flat with the Tenant:

.....

.....

*(This Article shall be used in the case when household members are not included in the registration list or if there is not a registration list at all)*

## Article 3

### Rent Payments and Reimbursement for Services in connection with Using the Flat

The rent payment is being set:

a) *1st Option*: at the amount of CZK ..... per month.

It shall always be increased as of July 1st by means of a coefficient, which will be published by the Ministry of Finance (MF) in the Price Bulletin after being approved by the government.

b) *2nd Option*: in compliance with the price regulations in force, i.e. the Notification of the

MF No. 01/2002 (this option shall apply for controlled or materially regulated rents).

Advance payments for the reimbursement of services in connection with using the flat (hereinafter referred to only as the "reimbursement for services") are set pursuant to the price regulations in force (the Notification of the MF No. 01/2002).

The actual amount of the reimbursement for services shall be accounted together with the paid advance payments according to individual services by..... (e.g. June 30th of each following year).

The Tenant undertakes to pay the Landlord the rent and advance payments for the reimbursement of services by.... day of each month, for which the rent is paid. Should the Tenant fail to pay the rent and advance payments for the reimbursement of services within five days after this date, he shall be bound to pay the Landlord the default charges at the rate of 2.5 per mille of the sum owed per each day of delay, however at least CZK 25 per each month of delay including the started month.

The Tenant shall be bound to notify the Landlord about all facts decisive for setting the rent and the advance payments for the reimbursement of services (e.g. concerning changes of persons living with him in the common household), within the period of one month at the latest, after this change occurring.

#### **Article 4.**

##### **Rights and Obligations in connection with Renting the Flat**

Rights and obligations in connection with renting a flat are governed by the relevant provisions of the Civil Code.

The extent of the financial participation of the Tenant in reimbursing costs of repair and maintenance of the flat are stipulated in Article 4 of the Special Stipulations. If the extent has not been arranged, the Tenant shall reimburse small repairs in the flat in connection with its use and costs in connection with ordinary maintenance of the flat, which are defined in Sections 5 and 6 of Government Decree No. 258/1995 of the Collection of Laws, by means of which the Civil Code is administered.

#### **Article 5**

##### **Special Stipulations**

*This part of the Occupational Lease shall include stipulations, which are not included in the Civil Code, if they do not contradict it, evade the law or are not immoral. For example:*

1. In addition to costs of small repairs and those in connection with ordinary maintenance of

the flat, the Tenant undertakes to also pay these following costs:

- a) of these following repairs: .....
- b) of all repairs.
- c) Of all repairs and replacement of the following items of the internal flat equipment ..... including the costs in connection with their delivery and installation.

2. The Tenant undertakes to leave the items in question in the flat in the case of the rent termination (this applies for separable items, such as cookers, washbasins, fitted kitchens – etc.)

The Tenant takes into account that the items built-in in the flat become a permanent part and when the flat renting finishes, he cannot remove them (this applies for the items and equipment built-in in the flat, e.g. central heating, built-in bath).

- a) The Tenant undertakes to give the items to the Landlord, which he acquired at his own expense, free of charge.
- b) In the case of rent termination, the Landlord undertakes to provide the Tenant with adequate compensation for the items, which the Tenant acquired at his own expense and shall leave in the flat.

3. The Landlord takes into account that he is not entitled to the rent for the flat equipment, which was acquired by the Tenant at his own expense.

4. The Landlord and the Tenant have agreed that if the Tenant observes all the provisions of the Occupational Lease and uses the rented flat even after the expiration of the agreed definite rent period, the Landlord shall not file a petition for vacating the flat within the 5 years following the expiration of the agreed period and thus in accordance with Sub-section 2 of Section 676 of the Civil Code the Occupational Lease shall be renewed always for another year under the same conditions, under which it was originally concluded.

*Article 5*

This Contract has been drawn up in .... counterparts, of which the Tenant shall receive one counterpart. Amendments and supplements to this Occupational Lease may be implemented only by means of a written supplement agreed by both of the parties, always with effect from the first day of the following calendar month.

In ..... on .....

Signatures:

..... (on behalf of the Landlord ) ..... (Tenant )

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