Annex 2: Model ACCOMMODATION AGREEMENT

BETWEEN

The undersigned:

*(In case of one or more natural persons: delete as appropriate)*

Mr: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
born on: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
in: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
with national registry number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
and/or Ms: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   
 born on: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 in: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
with national registry number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

who live/cohabit in: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
who declare that they are married / unmarried / have made a declaration of legal cohabitation / are de facto cohabiting *(delete as* appropriate).

hereinafter referred to as the "Provider"

AND

*(In case of one or more natural persons: delete as appropriate)*

Mr: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
born on: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
in: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
with national registry number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
and/or Ms: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 born on: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 in: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
with national registry number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

who live/cohabit in: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
who declare that they are married / unmarried / have made a declaration of legal cohabitation / are *de facto* cohabiting *(delete as appropriate).*

hereinafter referred to as the "User"

GENERAL PROVISION

The purpose of this agreement is to regulate the contractual relationship between residents who are willing to offer Ukrainian refugees with temporary displacement status temporary accommodation in their homes.

It concerns an unnamed contract of its own that consists of temporarily accommodate Ukrainian refugees with the mentioned status, while waiting to proceed to the temporary housing or forms of collective reception that the Flemish government is developing for these refugees.

This agreement contains clear mutual agreements between the family providing temporary accommodation, hereinafter referred to as the "Provider" (of accommodation), and the Ukrainian single person or family using the shelter, hereinafter referred to as the "User" (of accommodation).

The parties explicitly agree that this concerns temporary accommodation in anticipation of the User and his/her family moving on to the temporary forms of housing offered by the Flemish government or to the housing market.

The parties also agree that the rental legislation (old Civil Code or Flemish Housing Decree) does not apply to this temporary accommodation agreement.

Article 1. OBJECT OF THE CONTRACT

The Provider offers, by way of temporary accommodation, the shared use of the dwelling located at ...................................................*(street and number*) ............ ... .....................*(postal code and municipality*) to the User with effect from (date) ....../....../202....

The User has common access to the following parts of the home, including the household appliances and equipment:

....................................................................................................................................................................., excluding *(specify*) ..............................................................................................................

The User has the private use of the following rooms *(specify)*:

..............................................................................................................

Article 2. MUTUAL COMMITMENT

Both parties undertake to treat each other with respect and to guarantee each other the necessary peace and privacy. And commit to open and respectful mutual communication, should there be any cohabitation problems among the residents.

Article 3. COMPENSATION

The Provider may charge a modest fixed fee for participation in the costs associated with the accommodation, such as the consumption of water, electricity and heating, laundry, housekeeping etc., but excluding a fee for the use of the accommodation.

The Provider and User agree that the monthly fixed fee for this is ........................ and that this amount shall be paid no later than on the 10th of the month to the Provider either in cash against receipt, or by transfer to the Provider's account number ...................................................................

If the remaining accommodation period is less than one month, the monthly allowance shall be calculated pro rata to the actual number of days of accommodation provided in this month, by multiplying the amount by the number of days of actual childcare provided in this month and dividing it by the number of days in this month.

Article 4. DURATION AND TRANSFER TO OTHER HOUSING

*(When the accommodation agreement relates to part of your own home*)

The User shall make every reasonable effort to contribute to a flow to the housing solutions offered by the Flemish government or to the housing market.

The Provider undertakes to temporarily accommodate the User as long as the User has not found an alternative for his/her accommodation and shall contact the CPAS of the municipality in time if he/she wishes to terminate the temporary accommodation sooner.

*(When the accommodation agreement relates to another independent dwelling or room*)

The accommodation agreement is concluded for a period of \_\_\_\_\_\_\_\_ months starting on \_\_\_\_\_\_\_\_\_\_\_ and ending on \_\_\_\_\_\_\_\_\_\_\_\_. The parties may extend the accommodation agreement by mutual agreement.

The User may terminate the childcare agreement at any time without justification and without notice. The accommodation agreement is terminated on the third working day after the day on which notice is given.

The Provider may terminate the accommodation agreement at any time without justification, without penalty and with seven days' notice. The period of notice shall commence on the third working day following the day on which notice is given.

Article 5. SPECIFIC PROVISIONS

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SIGNATURES

Drawn up in \_\_\_\_\_\_\_\_\_\_ copies in \_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ .

Each party declares that it has received one copy.

The Provider, The User,

*(Read and approved) (Read and approved)*