

## TENEMENT CONTRACT

No. ....ended today.....2010

### CONTRACTING PARTIES

Between "POLITEHNICA" University of Timisoara, having residence in Timisoara, Victoria Square, no. 2, holder ownership of the student hostels, represented in this contract under delegation by the Administrator,....., in position as **LESSOR** and....., son (daughter) of.....and of.....student at the Faculty....., the domain....., the specialization ....., the year....., matriculation number....., with permanent residence in.....street....., no....., flat....., staircase....., floor....., apartment....., district (county)....., phone from the permanent residence ....., owner of the identity card seriate.....no.....issued by the Police .....at the date....., numerical identification number.....in the position of **TENANT** interceded the present tenement contract.

### THE PURPOSE OF THE CONTRACT

**1st Article.** The purpose of the contract is the giving in use, during the academic year 2010/2011, area of dwelling (place) intended for housing purposes in the hostel ....., room....., situated in Timisoara, street .....installations and associated common spaces and the inventory minutes of instruction provided in the reception, (which constitutes the Annex no.....to this contract.

Annex no.....of this contract can be filled in/modified during the rental period, according to the additional facilities with which is endowed the locative area with the housing destination, installations and the additional common surfaces, which is the object of this contract.

### DURATION

**2nd Article.** Rental agreement is valid for one academic year, starting with the date.....until the date.....At the end of the rental contract, the room is delivered to the Executive Manager, based on a delivery and receiving document.

### ACCOMMODATION PRICE

**3rd Article.** The accommodation price represents the specific expenses for each place of accommodation. The Executive Board of University Senate establishes the accommodation price according to the prices evolution and of the consumptions, for each hostel and according to the subvention distributed by the Ministry of Education, Research Youth and Sport. Disclosure of the amount of accommodation charge is made by posting the notice board of each hostel, being directly applicable to this contract from the date of issue of the Executive Board of University Senate, U.P.T. decision.

### PAYMENT PERIOD

**4th Article.** The payment of the accommodation price is made monthly, in the period of 10-20 of the month for the current month.

**5th Article.** In case of non-payment of the price in the mentioned term above will be taken the following measures:

1. the application of 1% penalty for each day of delay, except the period through the receiving of the first scholarship each semester;
2. the contract ending followed by the evacuation from the hostel, without the right to housing in the next year if after 30 calendar days from the maturity period referred to in section 1 of this article it is not paid the tax shelter.

### OBLIGATIONS OF THE CONTRACTING PARTIES

#### **6th Article. The lessor has the obligation:**

1. to deliver the room with all the afferent endowment specified in the contract relating to proper utilization able for housing purposes, based on minutes of instruction receipt;
2. to assure the execution of the maintenance and repairs works and all the necessities reparations for the utilization of the common using spaces of the hostel;
3. to assure permanently the cleaning in the common using spaces of the hostel and, also the daily evacuation of the garbage;
4. to guard the entrance of the hostel, health and hygiene compliance rules guarding against fires;
5. to issue the free tickets hostel and to facilitate obtaining the visa floating during the contract rent;
6. prohibit any change in the space provided in the related installations, subletting space or use it for other purposes;
7. to monitor the lessee (tenant) use and maintain rented housing area, the inventory given to the use and common areas of the hostel;
8. to retrieve immediately and at the establishment date, the missing and the deterioration produced to the good from the room and from the common spaces of the hostel by the cashing of its equivalent value and its installation manual labour;
9. to apply the taxes stipulated in this contract (agreement), whenever is appropriate.

#### **7th Article. The tenant commits:**

1. to respect the provisions of the "Regulation of organization and functioning of the campus accommodation within the "POLITEHNICA" University of Timisoara", the specific rights and obligations to the student form from the hostel";
2. to take over the room with associated facilities specified in the contract in proper condition for home use destination based on minutes of instruction receipt;
3. to deliver to the home manager one spare key, whenever it is replacing the sealing, (dead-line: 24 hours), so that the lessor can intervene in extreme situations (floods , fires, etc.);
4. to pay the fixed rate for the accommodation in the hostel, within the period referred to the 4th article and other charges paid auspices development fund, penalty, etc. – whenever is necessary;
5. to pay fees (inclusive of penalty) provided in this agreement;
6. to use properly the property of the home inventory, electrical and sanitary installations made available;
7. to ensure order and cleanliness in the space given, do not throw around the home and in the alleys of complex packaging and catering waste;
8. to ensure evacuation of household garbage in the room (apartment);by depositing the garbage in the containers outside the hostel;
9. to allow access for persons employed in the "POLITEHNICA" University of Timisoara with specific tasks to perform control room, in order to establish how compliance with the provision of this agreement/ contract (whenever applicable);
10. to allow access to the persons designed for the pest management organized by U.P.T.;

11. to return, at the end of the contract, the property taken in proper condition;
12. not make any change in the space provided and related installations; in the areas of common use in the home and not change their use for other purposes contrary to initial destination;
13. putting up posters and ads only in the special places (boards);
14. not to rent and not to allow the use by others persons of the receiving space in use, not accommodate foreign persons in the rooms;
15. answer material shortage and damage caused to goods in the room and in common use spaces of the home;
16. not prepare food in the living room, under the rules of hygiene 1136/ 14.07.1994; Law no. 98/1994, and also the Order no. 981/1994;
17. do not use bottles and burning devices in homes, in accordance with instructions for use of liquefied petroleum gas (oven), developed by MICH-CDPF, 2nd article;
18. not to use devices with high electricity consumption (maximum 600 W);
19. not to use improvised means of heating and other electric improvisations;
20. in writing to notify the administration of any failure of the hostel installations to carry out such remedies in contract technical evidence of the hostel;
21. not to use the room, the areas of common use spaces within the complex for home and commercial activities;
22. to notify the administration if you do not want to live in the hostel, according to the Methodology provided in the 2nd Article of this contract;
23. to comply with access to shelter, health and the hygiene rules guard against fire;
24. to keep quiet in the hours of rest and periods of study and have a civilized behavior towards other residents, administration;
25. not consume alcohol inside the hostel;
26. to comply with the law no. 349/ 21.06.2002, on smoking ban;
27. do not introduce animals in the hostel.

**8th Article.** During student holidays, the lessor shall not be responsible to ensuring the security of personal items of residents.

#### **THE CONTRACTUAL LIABILITY**

**9th Article.** For breach of contractual obligations of the lessee, the lessor (represented by the Administrator), proceed to the implementation of the Executive Board of University Senate decision on the termination of this contract and the forced evacuation of residential space without accommodation during the study, in the following cases:

1. for not paying the accommodation taxes at the mentioned dead-lines (article 7, paragraph 4), at the penalty fees (article 7, paragraph 5), at the amounts needed to cover damages caused by fault tenant and labor,
2. repeated violations of contractual provisions (aggregating a total of three penalties),

**10th Article.** For not following the obligations in the present contract, the residents will support the following penalties:

- value of state and labor installations damage due to non-compliance referred to Article 7, paragraphs 11, 12, 13 in accordance with Article 7, paragraph 15;
- 50 lei a penalty charge for breach of Article 7, paragraphs 3, 6, 7, 9, 10, 12, 16, 18, 19, 23, 25, 26, 27;
- 70 lei a penalty charge for breach of Article 7, paragraphs 17, 21 and 24;
- a penalty fee between 100 and 300 lei, depending on the seriousness of the offense, for breach of Article 7, paragraph 14.

Penalties are paid within a maximum of 15 days from the date of preparation of minutes, non-payment within this period leads to similar measures failure to pay the accommodation charge (see article 5).

**11th Article.** Students' accommodation which alienates or use the book (or newsletter) identity to accommodate other people, lose the right accommodation for the entire period as studying and will be held responsible offense, civil or criminal, as the case.

**12th Article.** Any other breach of contractual obligations shall be regulated by using a friendly way or otherwise settle the dispute being deducted to the competent court.

**13th Article.** In cases of force majeure (damage, students gone with scholarship, etc.), in the interest of the university, you can change the room component of the tenants, by merging or distribution in another room.

**14th Article.** During the academic year, the contract can be modify using an addendum to it.

**15th Article.** This contract is completed properly and with legislation in force and ends in two copies, one for each one.

**I (tenant)..... declare myself:**

- 1) **that I am/ I am not student at the second Faculty;**
- 2) **lease agreement is only in the student hostels;**
- 3) **I am/ I am not a student fee;**
- 4) **I read and I made known the provisions of the contract and of "The rules of organization and operation of student hostels from the "POLITEHNICA" University of Timisoara and I will respect their obligations;**
- 5) **by signature I agree that any breach of contractual obligations to determine my punishment according to the above;**
- 6) **This contract represents the enforcement established and respected for the money obligations of the lessor, and any other damage caused by the tenant to "POLITEHNICA" University of Timisoara related to the performance of this contract.**

**LESSOR,**  
 „POLITEHNICA” University of Timisoara,  
 Rector,  
 Prof. Dr. eng. Nicolae ROBU

**LESSEE (tenant),**

**Legal Office**

**Executive manager,**