

Photo

LEASE CONTRACT

No. _____ signed today: ____ . ____ . 2015

CONTRACTING PARTIES

The present lease contract has been signed between **Politehnica University Timișoara**, headquartered in Timișoara, Piața Victoriei, no. 2, having ownership rights over the student residences, represented in this context by the delegated administrator _____, as **LESSOR** and the student _____, son (daughter) of _____ and of _____, enrolled at the Faculty of _____, in the field of _____, in the ____ year of study, matriculation number _____, having the permanent residence in city _____, street _____, no. _____, apartment _____, county _____, country _____, personal phone number _____, phone number of one of the parents _____, holder of the identity card/passport series _____ no _____ issued by the police office _____ on the date _____, personal identification number _____ as **LESSEE** (tenant).

THE OBJECT OF THE CONTRACT

Art. 1. The object of the contract is the lease for the academic year **2015/2016** of housing premises (one place) for residential purposes in student residence nr. _____, room _____, situated in Timișoara, street _____, of the installations and associated common areas, as well as the items mentioned in the inventory, which are property of Politehnica University Timișoara, according to the hand-over protocols annexed to the contract.

These protocols can be revised / altered during the leasing period, to reflect the additional features of the premises with residential purposes, of the installations and the associated common areas which are the object of the contract.

DURATION

Art. 2. The lease contract is valid for one academic year, starting from _____ and until _____.

At the end of the lease contract, the room is handed-over to the Administrator, according to the hand-over protocol.

The termination of the contract can be done at the student's demand, by submitting a written request at the student residence administrator.

ACCOMMODATION FEE

Art. 3. The accommodation fee designates the costs for each place in the student residence. The Administration Board decides, through a resolution, the amount of the accommodation fee according to the evolution of prices and expenditures for each of the student residences and according to the subvention assigned by the Ministry of National Education. The value of the accommodation fee is made public by posting a notice on the board of each student residence.

PAYMENT PERIOD

Art. 4. The payment of the accommodation fee is to be made monthly, mainly by POS, starting from the 10th and until the end of the current month, the latter being the due date.

Art. 5. In the event of non-payment of the accommodation fee by the due date the following measures will be taken:

1. Starting with the 1st day of the following month, for each day of delay a penalty of 1% will be applied, for a maximum duration of 30 calendar days;
2. The non-payment of the accommodation fee after the period mentioned in Art. 5.1 leads to the termination of the contract, followed by the eviction of the lessee from the premises, the loss of the right of the lessee to receive housing in student residences during the next academic year, and his/her university expulsion.

OBLIGATIONS OF THE CONTRACTING PARTIES

Art. 6. The lessor has the obligation:

1. to hand-over the room with all the facilities specified in the object of the contract in a condition suitable for use, for housing purposes, according to the hand-over protocols;
2. to ensure the execution of the maintenance and repair works that are needed for the use of the common areas of the student residence;
3. to ensure permanently that the cleaning of the common areas of the student residence, as well as the daily evacuation of waste are done;
4. to allow access and ensure security in the student residences, through the access control and security systems and to make sure that health and hygiene rules, as well as fire-safety rules are respected;
5. to issue student residence cards and to facilitate the procurement of the temporary-resident status for the duration of the contract;
6. to prohibit any change of the provided premises or the related installations, subletting the premises or using them for other purposes.

Art. 7. The lessee (tenant) undertakes:

1. to respect the provisions of the "Regulation on the organization and functioning of the student residences of Politehnica University Timișoara" (ROFCCUPT);
2. to take-over the room with the associated facilities specified in the contract in a condition suitable for use for housing purposes based on the hand-over protocols;
3. to hand-over to the student residence administrator a spare key, whenever he/she replaces the locks (within 24 hours), so that the lessor can intervene in extreme situations (floods, fires, etc.);
4. to pay the accommodation fee for the student residence, before the due date mentioned in Art. 4, as well as any contingent penalties;
5. to contribute to the creation and maintenance of the resources needed for the good functioning of the whole student residence, as well as to the effective amend of the maintenance operations, of malfunctions and damages;
6. to cooperate with the student residence administration in order to identify the culprits who caused malfunctions, damages in the common spaces of the residences that were caused by the fault of the lessees;
7. to correctly use the items from the student residence inventory and the available electrical and sanitary installations;
8. to ensure the tidiness and cleanliness of the space received, to not throw around the residence and on the campus alleys packaging materials and other waste, to not store items on the window sill;
9. to ensure the evacuation of waste from the room (apartment) by using the containers outside the residence, in a selective manner according to Law 132/2010;
10. to allow access in the room to the UPT staff assigned to check the compliance with the provisions of this contract (whenever applicable);
11. to allow access in the room to the staff designated for pest control activities organized by UPT;
12. to return, at the end of the contract, the items received in proper condition;
13. to not bring any change to the provided premises, the related installations (electrical, sanitary, etc.) and the furniture, in the common areas of the student residence and to not use these areas for other purposes than their initial destination;
14. to not put up posters and advertisements in other places than those clearly designated for this purpose (notice boards);
15. to not sublet and to not allow the use by others persons of the provided premises, to not offer accommodation to other people in the room;

16. to be liable for the missing and damaged items caused in his/her own room, or the neighbouring room, and in the common areas of the student residence;
17. to not prepare food in the room, in accordance with Hygiene Regulation 1136/14.07.1994, Law 98/1994, and the Ordinance 981/1994;
18. to not use gas tanks and burning devices in the student residence, in accordance with "The instructions for the use of liquefied petroleum gas (gas stoves)", developed by MICH-CDPF "PECO" Art. 2;
19. to not use devices with high electricity consumption (maximum 600 W);
20. to not use improvised heating devices or other electric improvisations;
21. to notify in writing the administration of the student residence of any malfunction of the residence installations so that those problems be fixed, by using the registry of technical records of the student residence;
22. to not use the room, the common areas of the student residence and the campus for commercial activities;
23. to notify the administrator if he/she does not want to continue staying in the student residence, according to Art. 2 of this contract;
24. to comply with the rules for entering the student residence, the health and hygiene rules and the fire-safety rules;
25. to keep quiet during the hours of rest and during the periods of study and to have a civilized behaviour towards other residents, the administration, etc.;
26. to not consume alcohol inside the student residence;
27. to comply with the Law no. 349/ 21.06.2002, through which smoking in the student residence is prohibited;
28. to not bring in or keep animals in the student residence;
29. to submit to the student residence administrator within 30 days a certificate issued by the faculty in which the student status, as well as the type of studies (without/with tuition fee) are confirmed;
30. According to OUG 97/2005, the residents have the obligation to go to the Directorate for Population Records within 30 days, in order to obtain the temporary-resident status.

Art. 8. During student holidays, the lessor shall not be responsible for ensuring the security of the personal items of the residents.

LIABILITY

Art. 9. In the event the lessee fails to comply with the contractual obligations, the lessor (represented by the administrator), implements the decision of the Executive Board regarding the termination of the contract and the forced eviction from the residential premises without the right for accommodation in student residences for the whole duration of studies at UPT, in the following cases:

1. non-payment of the accommodation fees by the above mentioned due dates, of the penalty fees (Art.7.4.), of the amounts needed to cover the damages caused by the tenant's fault, as well as the labour costs related to those damages;
2. repeated breaches of contractual provisions (cumulating three penalties);
3. the case mentioned in Art.11 of the present contract;
4. perpetration of deeds incompatible with the student status; the decision regarding incompatibility belongs to the Executive Board.

Art. 10. For failing to comply with the obligations of the present contract, the residents will be subject to the following penalties:

- the value of the damages and the associated labour costs for repairs subsequent to the non-compliance of obligations mentioned in Art.7, paragraphs 12, 13, 14, in accordance with Art. 7 paragraph 16;
- a 150 lei penalty fee for breaching Art. 7, paragraphs 3, 7, 8, 10, 11, 13, 16, 17, 19, 20, 24, 26, 27, 28, 29;
- a 150 lei penalty fee for breaching Art. 7, paragraphs 18, 22 and 25;
- a 400 lei penalty fee for breaching Art. 7, paragraph 15.

Penalties are to be paid within a maximum of 15 days from the date of notification, the non-payment within this deadline leading to measures similar with the non-payment of accommodation fees (see Art. 5).

Art. 11. Students who remise their place in the room (by subletting or offering accommodation to third parties repeatedly), or who use their identity card to check in other people lose the right to stay in student residences for the entire duration of their studies and will be held responsible according to civil or criminal law.

The present contract is an executory title for the financial obligations the lessee undertakes and does not comply with, as well as for any other damage caused by the lessee to Politehnica University Timișoara in connection with this contract.

Art. 12. Any other breaches of contractual obligations shall be settled amiably; otherwise the dispute will be brought for settlement in front of the competent court.

Art. 13. In cases of force majeure (damages, students going away with scholarships, etc.), in the interest of the university, the groups of tenants in the rooms can be changed, by merging or redistribution to another rooms.

Art. 14. During the academic year, the contract can be modified through an addendum.

Art. 15. This contract is to be dully filled in according to the legislation in force and it is signed in two copies, one for each contracting party.

I (tenant) _____ **HEREBY CERTIFY:**

- 1) **That I am/ I am not enrolled at a second faculty;**
- 2) **This lease contract is the only one signed with a student residence;**
- 3) **I am/ I am not a tuition fee paying student;**
- 4) **I have read and understood the provisions of the contract and of ROFCCUPT and I undertake to respect them;**

LESSOR,

LESSEE (tenant),

**Politehnica University Timișoara,
Rector,
Prof. univ. Dr. ing. Viorel-Aurel ȘERBAN**

Legal Office

Administrator