

Photo

## LEASE CONTRACT

No. \_\_\_\_\_ signed today: \_\_\_\_ . \_\_\_\_ . 2016

### 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 the 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 **2016/2017** of housing premises (one place) for residential purposes in student residence nr. \_\_\_\_\_, room \_\_\_\_\_, situated in Timișoara, street \_\_\_\_\_, of the associated installations and 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 associated installations and 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.

In the event the lessee fails to comply with the provisions of this contract, the contract will be de jure terminated, without warning and without formal notice, without the intervention of the court, ensued by the eviction of the lessee from the student residence.

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

### ACCOMMODATION FEE

**Art. 3.** The monthly accommodation fee is \_\_\_\_\_ lei and it represents the expenses associated to 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 10<sup>th</sup> and until the last day 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 1<sup>st</sup> 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 de jure termination of the contract, without warning and without formal notice, without the intervention of the court, ensued by the eviction of the lessee from the student residence. In this event the student will lose the right to contract housing in student residences during the next academic year.

### RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES

**Art. 6.** The lessor has the following rights:

1. To check whether changes have been made to the rented premises and the associated installations;
2. To check whether the rented premises are used according to its destination;
3. To recover the value of the damages, after discovering the lack/damage of the items in the room and the common areas of the student residence, within 15 days of the date of ascertaining these damages, by cashing in the value of those goods and of the labor costs involved in replacing the goods, based on the estimate prepared by the lessor's representatives;
4. To levy and collect the fees related to this contract;
5. To terminate the contract, without warning and without formal notice, without the intervention of the court, for the reasons mentioned in this contract.

**Art. 7.** The lessor has the following obligations:

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 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 the access in, and ensure the security of 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. 8. The lessee (tenant) has the following rights:**

1. To take over the room and the associated facilities according to the hand-over protocol specified in Addendum 1;
2. To take part in the decision making process in order to improve the living and studying conditions in the student residence;
3. To notify the UPT representatives regarding any failure to comply with the regulations in force;
4. To use the facilities of the student residence where he/she resides, according to their destination, and with the due care of a good owner.

**Art. 9. The lessee (tenant) has the following obligations:**

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, 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 malfunctions, damages and maintenance operations;
6. To cooperate with the student residence administration in order to identify the culprits which caused malfunctions, damages in the common spaces of the residences when these were caused by the fault of the lessees;
7. To correctly use the items from the student residence inventory, 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 sanitation or 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 the problem 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. Please note it is prohibited to block entrances;
25. To keep quiet during the hours of rest and during the study periods, and to have a civilized behaviour towards other residents, the administration, etc.;
26. To not consume alcoholic beverages inside the student residence;
27. To comply with the Law no. 349/ 21.06.2002, modified and updated by Law no. 15/2016, 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. 10.** During the holidays, the lessor does not assume the responsibility of ensuring the security of the personal items of the residents.

**LIABILITY**

**Art. 11.** 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 the studies, in the following cases:

1. The non-payment of the accommodation fees by the due dates mentioned in Art. 4, of the penalty fees (Art. 5), 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. 13 of the present contract;
4. The perpetration of deeds incompatible with the student status; the decision regarding incompatibility belongs to the Executive Board.

**Art. 12.** 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. 9, paragraphs 12, 13, 14, in accordance with Art. 9 paragraph 16;
- A 150 lei penalty fee for breaching Art. 9, paragraphs 3, 7, 8, 10, 11, 13, 16, 17, 18, 19, 20, 22, 25, 26, 27, 28, 29;
- A 50 lei penalty fee for breaching Art. 9, paragraphs 9 and 24;
- A 400 lei penalty fee for breaching Art. 9, 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. 13.** 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 their right to stay in student residences for the entire duration of their studies, whether enrolled at UPT or at another university, 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. 14.** 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. 15.** 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, through merging or redistribution to other rooms.

**Art. 16.** During the academic year, the contract can be modified through an addendum.

**Art. 17.** This contract is to be dully filled in according to the legislation in force, and it is to be signed in two copies, one for each contracting party.

**I** \_\_\_\_\_ **HEREBY**  
**CERTIFY:**

- 1) **That I am/ I am not enrolled at a second faculty;**
- 2) **This lease contract is the only one signed with an UPT 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**

\_\_\_\_\_  
**Finacial Manager,**  
**Ec. Florian MICLEA**

\_\_\_\_\_  
**Legal Office**  
**Alina-Monica ATANASESCU**

\_\_\_\_\_  
**Administrator,**