

Academic year 2021-2022

LEASE CONTRACT

No. _____ signed today: ____ . ____.

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 commissioning during the period mentioned in art. 2, 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. Starting with _____, within the academic year 2021 - 2022, the object of the contract is the living area (place) with the destination of housing in the dormitory _____ room _____, located in Timisoara, str. _____, of the installations and common spaces and the registered goods in the inventory, property of the Politehnica University of Timișoara, according to the handover-receipt minutes.

The object and duration of the contract may be changed in cases where the regulations applicable to the prevention and control of SARS-CoV-2 virus diseases so require. If the tenant does not accept the change of room, this contract terminates by right, and the tenant will have the obligation to vacate the room within a maximum of one day from the notification. At the end of the rental period, the TENANT hands over the property that is the object of the contract to the dormitory administrator, based on the minutes.

In case of non-compliance by the tenant of the contractual obligations, the legal termination of the contract occurs, without summons and without delay, without the intervention of the court, followed by the eviction from the dormitory.

The initiative to terminate this contract prematurely belongs to the tenant, based on a written request, submitted to the administration of the home.

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 Council of UPT 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 Research and Education. The value of the accommodation fee is made public by posting a note on the notice board of each student residence, the lessee having the obligation to consult the notice board periodically.

PAYMENT PERIOD

Art. 4. The payment of the accommodation fee is to be made *with one month in advance*, mainly by POS, starting from the 1st of the month and until the 25th of any current month, the latter being the due date. In case that the 25th of the month is a non-working day, the payment date is a date prior to the 25th of each month.

Art. 5. Art. 5. In case of non-payment of the tariff within the due term, the following measures will be taken:

1. Starting with the first day of the following month, a penalty of 1% shall be applied for each day of delay, for a maximum period of 30 calendar days, a penalty to be paid under the conditions of art. 4, which shall apply accordingly;

2. Failure to pay the dormitory fee within the term provided in Art. 4, entails the legal termination of the contract, without summons and without delay, without the intervention of the court, followed by the eviction from the dormitory. In this situation, the student will no longer have the right to accommodation in the next academic year. In the case of expelled students, the delay penalties are charged until the date of issuing the expulsion order.

The payment terms, payment methods and penalties applied may be modified by the UPT Board of Directors, in cases where the factual situations generated by the Covid_19 pandemic require it. It is the obligation of the student, who expressly accepts this clause expressly by signing the contract, to be informed about the decisions that modify art. 5, para. 1. The decisions of the Administration Council will be communicated to the students through their representatives, through the Social Directorate and through the publication on the official website of the Polytechnic University of Timișoara (www.upt.ro) and are opposable to the student from the date of their publication on the official website of the Politehnica University of Timișoara (www.upt.ro).

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.
6. To impose rules that may restrict freedom of movement, if necessary, to prevent and control SARS-CoV-2 virus disease

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 within the leaving spaces, not to prepare food in living spaces according to the Hygiene Norms 1136 / 14.07.1994, Law no. 98/1994 republished, respectively in accordance with order no. 119/2014.
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 not have activities that would block the access ways in the dorm.
26. To keep quiet during the hours of rest (11 pm- 06 am) and during the study periods, and to have a civilized behaviour towards other residents, the administration, etc.;
27. To not consume alcoholic beverages inside the student residence;
28. 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;
29. To not bring in or keep animals in the student residence;
30. To not take actions that would result in the damaging the right to reputation of the Politehnica University of Timisoara, characterized by defamatory articles or images, related to the spaces covered by this contract, on social networks or other types of mass media.
31. To comply with the rules for using the Internet network and the rules regarding the separate collection of waste, according to annexes 2 and 3 to this contract.
32. To comply with the general norms of fire prevention in accommodation spaces according to Law no. 307/2006 and OMAI 721/2005 being expressly informed, according to Annex no.4
33. By signing this contract, the tenant declares that he is informed about the fact that in the fireplaces (common spaces - without bathrooms and the main entrance) monitoring sites by means of video surveillance, are used in order to prevent, deter, manage and investigate the incidents of security and security, as well as for the protection of the persons, of the goods (of fires, thefts, burglaries, attacks or any other threat) and expressly expresses its consent to the processing of this category of personal data.
34. To comply with the rules of hygiene and the rules required by the regulations applicable to the prevention and control of SARS-CoV2 virus disease.
35. To not allow the access of the foreign persons in the dormitory / room, by foreign persons being understood those that are not accommodated in the dormitory or in the room in which the tenant is accommodated.

Art. 10. During the student holidays, the LESSOR does not assume the responsibility of ensuring the security of the personal belongings of the tenants. The landlord also does not assume responsibility for ensuring the security of the tenant's personal belongings in cases where it is necessary to vacate the room due to measures imposed to prevent and control diseases with SARS-CoV-2 virus or for cases where the tenant can not return to the room. the cause of the above measures.

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 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.
5. The non-compliance with the hygienic and sanitary norms and the rules imposed by the applicable regulations for the prevention and control of SARS-CoV-2 virus diseases.

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.

This contract represents an enforceable title for the pecuniary obligations established and not respected by the LESSEE, as well as for any other damage caused by the LESSEE to the Politehnica University of Timișoara in connection with the execution of this contract.

Once the rent for the first month is paid, the student will deposit in cash the amount of 600 lei, as a guarantee for any damages caused by him to the landlord during the execution of this contract. The guarantee is returned to the tenant at the end of the contract, exclusively in situations where the tenant has not caused damage to the lessor (such as, but not limited to the destruction of property in the room, property in common areas, etc.). If the amount of the damage is greater than the amount constituted as security, the lessor may apply to the courts competent to recover the difference in damage.

Art. 14. Any other breaches of contractual obligations shall be settled amicably; otherwise, the dispute will be brought for settlement in front of the competent court.

Art. 15. Any other non-compliance with the contractual obligations shall be settled amicably; otherwise, the dispute shall be brought for settlement to the competent court, from the lessor's headquarters.

Art. 16. During the academic year, the present contract can be modified by additional act / decision of the Board of Directors of UPT in the cases mentioned by art. 3 paragraph 2 and art. 5 para. 2 of the contract.

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

Art. 18. In accordance with the provisions of article 1203 of the Civil Code, by signing the contract, the tenant declares that he has read and understood all the clauses of the contract and expressly and unequivocally accepts its content.

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 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,

Assoc. Prof. Dr. eng. Florin DRĂGAN

Administrator,

Financial Manager,

Ec. Florian MICLEA

Legal Office, Alina-Monica ATANASESCU

INFORMATION NOTE ON THE PROCESSING OF PERSONAL DATA

In accordance with the provisions of Regulation (EU) 2016/679 on the protection of persons regarding the process of personal data and regarding the free movement of these data, Politehnica University of Timisoara would provide in security conditions upon personal data.

The categories of personal data that are subject to processing without having exhaustive character: first name, first name, ID number, series, date and place of birth, citizenship, health insurances and data recorded in the documents of civil status, domicile, profession, place of work, vocational training, family life, family situation, health and social insurance, banking data, medal situation.

The data is processed for the purpose of concluding and executing the contracts and legal reports specific to the accommodation process in UPT, for the necessary activities in order to fulfil the purpose for which the university was created - education and the culture, being used for analysis, statistical processing and restoring, according to the legal provisions..

The undersigned _____ domiciled in the county

_____ City _____, Address _____ identified by ID. series, no _____ enrolled at the Faculty of _____ from Polithenica University of Timisoara.

I have acknowledged that Polithenica University of Timisoara will process, by legal means, my personal data, for fulfilling the legal and contractual obligations regarding the accommodation of students / masters / doctoral students / employees in the spaces /dorm UPT, in accordance with Regulation (EU) 2016/679 on the protection of individuals with regard to data processing with personal character and regarding the free movement of this data.

Date,

Signature,

* According to Regulation (EU) 2016/679 on the protection of natural persons regarding the processing of personal data and on the free movement of these data

"processing" means any operation or set of expressions performed on personal data or on personal data sets, cussed without the use of automated means, such as collecting, recording, organizing, structuring, storing, adapting or modifying, extracting, consulting, using, disclosing through transmission, dissemination or making available in any other way, alignment or combination, restriction, deletion or destruction.

ANNEX NO.2

At the rental contract no _____ from _____ (date)

The undersigned _____ the holder of the ID _____ enrolled at the Faculty of _____ having the residence in the student house during the stay at the faculty, as a tenant, hereby I agree with the rights and obligations specified in this annex, which are mandatory in order to use the network facilities offered by the U.P.T, as a lessor.

1. Rights:

- 1.1. The right to use the services of the U.P.T. network respecting the conditions provided by U.P.T.
- 1.2. The right to be informed about the provision of Internet services, the conditions of use and their modification through the administration of the dorm.

2. Obligations:

- 2.1. Obligation not to use the network for commercial purposes.
- 2.2. Obligation not to use the network for non-organizational purposes (adult sites or similar sites).
- 2.3. The obligation not to give in to third parties: the data of connection, the means of connection.
- 2.4. Obligation not to use the network in an abusive manner (ex: D05- Denial of Service, other attacks).

3. Mentions:

- 3.1. Access to the Internet and in the network of the Houses of the Student Complex is offered with the title of facility, the U.P.T. advance notice to guarantee the quality of the service.
- 3.2. The U.P.T., through the administration of the network for the provision of services for the Student Complex, reserves the right to sanction any non-compliance of these rules or the laws in force, by temporarily defining the user or by sanctioning the sanction, as the case may be.
- 3.3. The violation of the rules for the use of the network would be made after the ascertainment of network administration.
- 3.4. The administration of the network regarding the provision of services in the Student Complex ensures only the access of the users from the student dorms to the Network of the Complex. (and on the Internet), without having to provide technical assistance for network users.
- 3.5. U.P.T. and reserves the right to modify these internal provisions to the dorms when required.

Lessor,

Politehnica University of Timisoara

Rector, Assoc. Prof. Dr. eng. Florin DRĂGAN,

Financial Manager
Mr. Florian MICLEA

Legal Office
Alina-Monica ATANASESCU

Lessee,

Administrator,

ANNEX NO.3

At the rental contract no _____ from _____ (date)

The undersigned _____ holder of the ID _____ enrolled at the Faculty of _____

The black bin is destined for the following types of waste: meat and fish leftovers, dairy product scraps, eggs and eggshells, animal fats, pet droppings, bags / pads, ash from stoves, vegetable debris, treated or painted wood, the contents of the vacuum cleaner bag, cigarettes, happy dishes, vegetables, fruit scraps, iced bread scraps, tea scraps, hairs, shredded old clothes, walnut shells, fans, plants, wet / dirty newspapers / paper / cardboard.

The yellow bin is intended for the following types of waste; of recyclable waste - paper and cardboard (cardboard packaging, boxes, clean packaging, stamping - notebooks, books, newspapers, magazines, plastic, doses (water, beer, plastic foil, plastic packaging bags, bottles, shampoo, detergent), metal (aluminium canning, aluminium foil, milk cans, tornadoes, juices)

The glass waste products are collected separately in containers of **green colour**.

It is forbidden to use the containers for the following: Christmas trees, earth, objects from the arrangement of the living space, of ivory bulbs (sofas, carpets, carpets, cabinets, shelves, mattresses, duvets, other large objects), inflammable waste (used batteries, varnishes and paints, medicines, polystyrene, solvents, used oils).

Inflammable and **massive waste** will be collected within quarterly littering campaigns, **which will be announced in advance**.

HOST

Lessee,

Politehnica University of Timisoara
Rector,

Assoc. Prof. Dr. eng. Florin DRĂGAN,

Adimistrator,

Financial Accountant Director

Mr. Florian MICLEA

Legal Office
Alina-Monica ATANASESCU

ANNEX NO.4

At the rental contract no _____ from _____ (date)
as a lessee, I have read and will respect the followings:

**GENERAL STANDARDS FOR THE PREVENTION OF FIRE INCIDENTS
IN ACCOMMODATION ROOMS**

LAW 307 / 2006, OMAI 712 / 2005 and
ORO.3946 / 2001

-Students and staff in the building have the obligation to know and respect the measures to prevent and extinguish fires and to participate in the interventions in case of fire, according to the organization of the unit manager (real estate manager).

-Students and staff in the building have the obligation to respect the norms, rules and civil protection measures established;

-Students and staff in the building are required to participate in trainings, exercises, applications and other specific training on emergency situations;

-Students and staff in the building have the obligation to evacuate the building regardless of whether it is an exercise alarm or a real alarm;

-Students and staff in the building have the obligation to stop all the equipment and at the end of the work or study schedule the appliances, the cleaning of the place of disposal, the evacuation of all wastes, the powering of all the electrical appliances connected with flexible cables; closing of the respective rooms, and leaving the keys at the gate (as the case may be);

It is forbidden to use defective or improvised electrical installations, including lighting installations, sockets, electrical panels, extensions, cables, etc;

It is forbidden to overload the electricity grid by using too many consumers or high power consumers;

Unauthorized intervention is prohibited on the electrical distribution boards on the levels and the replacement of fuses with improvisations (lites, wires) not calibrated.

The use of any non-approved household appliances is prohibited.

It is forbidden to use cooking facilities with liquefied gas cylinders, including kitchen or tourist cookers (butane bottles).

It is forbidden to use any source of heating or cooking apparatus with open flame, based on flammable substances, primitives with gasoline, alcohol, petroleum or other combustible materials.

Smoking will only be done in specially arranged spaces ~ adequate with adequate ashtrays, properly signposted.

It is forbidden to store flammable substances, fuels and combustible materials in the living spaces, regardless of quantity and nature.

Failure to comply with the rules of prevention and extinguishing fires constitutes a contravention, if they have not been committed in such conditions as to be considered crimes, and sanctioned with a fine, according to the norms in force.

The technical means of first intervention in emergency situations are used only to act in emergency situations and not for other purposes.

I hereby declare that I am aware of the regulations,

Name and Surname:

Signature:

Date:
