**RENTAL CONTRACT FOR UVT’ STUDENT DORMITORIES**

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|  |
| Drafted: | Head of Social Service: Valentin Emil Schwarz |  |
| Checked: | Deputy General Administrative Director Vlad Petcu |  |
| Legal approval: | Legal Adviser: Anca Muntean  |  |
| Endorsed: | UVT Administrative Council | Decision no. ……./…….. |
| Approved: | UVT Senate | Decision no. ……/……… |
|  |
| *Version I* |
| *Comes into force on .……………….* |
| *Withdrawn on ……………….* |

**RENTAL CONTRACT**

**NO. ……………../…………………**

**Art. 1 – CONTRACTING PARTIES**

**1.1. West University of Timișoara**, located on Vasile Pârvan Boulevard, no. 4 tel. ............................, fax.................... .............., e-mail ................................ ..... legally represented by Rector, prof. univ. dr. Marilen Gabriel PIRTEA, appointed by OMEC no. 5610 / 19.12.2019, hereinafter referred to as **lessor**

*and*

1.2. **Student** (\* all the fields in the table below are required)

|  |  |
| --- | --- |
| Surname  |  |
| Name  |  |
| personal identity code |  |
| Date of birth |  |
| Place of birth |  |
| Residence |  |
| Identity Card Series  |  |
| Identity Card Number |  |
| Identity card issued by |  |
| Identity card issue date  |  |
| Student of Faculty  |  |
| Study Program  |  |
| Year |  |
| Telephone no.  |  |
| Contact e-mail address |  |
| Mother’s name and surname |  |
| Father’s name and surname |  |
| Mother’s contact number |  |
| Father’s contact number |  |

 hereinafter referred to as **tenant**.

**Art. 2. - SUBJECT OF THE CONTRACT**

The subject of the contract is the rental of a place with residential purpose, in the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dormitory located in Timișoara, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ street, no. \_\_\_\_\_\_\_\_\_room \_\_\_\_\_\_\_\_, of the related and facilities and common spaces, as well as the goods included in the inventory drawn up at the time of handing over the room to the tenant, which constitutes an annex to this contract.

2.2. To optimize the use of the accommodation spaces during the academic year, but also for maintenance works, investments, etc. the tenant may be moved to another room of the same dormitory or to another dormitory that provides conditions that are at least equal to the initial ones, and the tenant will be previously notified by the lessor of such changes.

2.3. The inventory of goods provided in art. 2.1. can be completed / modified during the duration of this contract, depending on the facilities / modifications.

**Art. 3 – DURATION OF THE CONTRACT**

3.1. This contract is valid from ……………….. to …………………………………. .

3.2. The term provided in art. 3.1. can only be extended with the agreement of both parties, by stipulating an additional act. To this purpose, the tenant sends a request to the lessor at least 15 days before the expiration of the term provided in art. 3.1., the request shall be analyzed by the management of the West University of Timișoara according to the available places and the existing factual circumstances.

**Art. 4 – VALUE OF THE CONTRACT**

**4.1.** The accommodation fee per place/month is .................. lei, according to the decision of the UVT Administrative Council.

**4.2**. The payment of the rent, the sanctions established by the Accommodation Regulation in UVT dormitories and the utilities (where applicable) for each month will be made monthly, until the 15th day of the following month.

**4.3.** As an exception from the provisions of art. 4.2, the payment for the month of July will be made no later than the 5th working day of July.

**4.4.** To use the rented space for a maximum period of 15 calendar days, half of the monthly fee shall be paid.

**4.5.** To use the rented space for a period of more than 15 calendar days, the full accommodation shall be paid, except in cases where the prolonged stay is justified by the schedule approved by the UVT management for the checkout procedures related to the contractual period.

**4.6.** The payment of the accommodation fee at the bank involves the presentation of proof of payment to the dormitory administrator (receipt or payment order in physical format or by e-mail). For online payments made through StudentWeb, proof of payment of the accommodation fee does not have to be sent to the dormitory administrator.

**4.7.** Failure to pay the accommodation fee and any other amounts of money required by this contract by the tenant within the period mentioned in Art. 4.2 and Art. 4.3. entails penalties of 1% per each day of delay, calculated based on the amount of debt recorded up to the time of payment.

**4.8**. The amount of the penalties is capped at the amount of the debt.

**4.9.** There is no dormitory fee and maintenance fee for the internet and cable TV.

**Art. 5 - PARTIES’ RIGHTS AND OBLIGATIONS**

**5.1. The LESSOR has the following rights:**

a) To verify that the rented space is used according to its purpose, including by carrying out unannounced checks, respecting the tenant’s fundamental rights and freedoms.

b) To collect fees, penalties, and any other amounts of money the tenant shall pay under this contract.

c) To verify if modifications have been made to the rented space and the related facilities. If, as a result of the verifications, the lessor finds that modifications have been carried out without their permission, the lessor has the right to restore the space to its original condition (for example, but not limited to changing the door lock), at the tenant's expense;

d) To recover the damages caused by ascertained losses / damages of the goods in the room and in the dormitory’s common spaces, by collecting the value of the respective goods and the labor cost to replace the goods, based on the estimate prepared by UVT, amounts that will be added to the monthly accommodation fee of the current month.

e) To ensure compliance with the legal norms in force regarding the public smoking ban and to apply the sanctions provided in the Accommodation Regulation for UVT Dormitories in case of violation;

f) To install surveillance cameras in the common spaces of the student dormitories they own (balconies, kitchens, reading rooms) except for bathrooms;

g) To use photo/video recording means when carrying out verifications in the space covered by this contract, only in order to establish compliance/non-compliance with this contract and the Accommodation Regulation for UVT Dormitories, without violating the tenant’s privacy rights;

h) To proceed to the relocation of the student in a room with similar facilities when this becomes necessary, after sending them a prior notification in this regard;

i) To sanction the tenant according to art. 7.1 for violating Law no. 349/2002 for preventing and combating the effects of tobacco products use, both by the tenant and the persons visiting them;

j) To prohibit the access of strangers in the space that represents the object of this contract.

**5.2. The LESSOR has the following obligations:**

a) To hand over the room with the related facilities that are specified in the object of the contract in appropriate conditions so that they can be used for residential purpose;

b) To ensure the execution of maintenance and repair works that are necessary for the proper use of the dormitory’s space;

c) To fix as soon as possible the reported defects, prioritizing those that are urgent. The tenant shall register the defects in the online repairs form;

d) To ensure the cleaning service in the common spaces of the dormitory (halls, reading rooms, stairs, common toilets, garbage cans) and in the outdoor spaces belonging to the dormitory, and to make sure the waste from these places is collected daily;

e) To ensure security at the dormitory’s entrance, according to the security plan approved by the Police, as well as the necessary equipment to comply with the hygienic-sanitary norms and fire safety norms;

f) To display monthly the dormitory’s operating expenses on the notice board;

g) To ensure normal living and study conditions in the space covered by this contract;

h) To ensure pest control operations are carried out according to the legal norms in force;

i) To organize pest control operations during the periods when the number of students is as small as possible.

**5.3 The TENANT has the following rights:**

a) To take over the room and the related facilities according to the inventory that represents an annex to the present contract;

b) To use the washing machines, dryers, vacuum cleaners, as well as the kitchen with all the related equipment according to the technical norms in force and free of charge;

c) To provide punctual proposals to the UVT management on how to improve the living and study conditions in the dormitories;

d) To notify UVT representatives (dormitory administrator, head of Social Service) about any deviation from the regulations in force; Complaints can also be made through the e-uvt platform;

e) To use online means to send notifications regarding technical issues. The online form is made available to the tenant by the dormitory’s administrator;

f) Students accommodated in student dormitories may form dormitory committees, having the right to choose / be elected within these structures. Students who have received sanctions from Commission 1, Commission 2 or Commission 3 are not eligible to be elected in such structures.

**5.4. The TENANT has the following obligations:**

1. To pay the accommodation fee and all the amounts of money related to the execution of the present contract;
2. To use the rented space according to its purpose;
3. To properly use the goods in the dormitory’s inventory, the electrical and sanitary installations made available and, at the end of the contract, to return them in the same condition in which they received them upon concluding the contract;
4. Not to use the room and the dormitory’s common spaces for commercial activities;
5. Not to make any changes to the room, electrical or sanitary installations or to use them for purposes other than those that comply with the main purpose of the space;
6. Not to change the door lock of their dormitory room, mount other door closing systems or perforate the doors for this purpose;
7. To ensure order and cleanliness in the rented space (including by daily disposing of the garbage collected in garbage bags), not to throw in the bathrooms, in the dormitory’s common spaces, or around the dormitory packaging and household waste;
8. To keep quiet between 13-16 and 22-08, and 24/7 during the exam sessions. During the rest of the day, noise pollution may not exceed the legally permitted limits for living spaces, according to the rules in force;
9. To allow the lessor's representatives to access the room, whenever requested by the dormitory administrator, in order to carry out repairs;
10. To allow the persons specified in Art. 65 point 8 of the Accommodation Regulation for UVT Dormitories to access their room in order to carry out verifications to ascertain compliance with the regulation and the present rental contract, on which occasion the lessor will use electronic means to prove the ascertained factual situation. However, this right may not affect the tenant's right to privacy and self-image, in any way.
11. To allow access to the room and to identify themselves upon the request of the security personnel, the Police representatives and other authorized persons who have control rights in the dormitory;
12. To allow the access of UVT representatives/suppliers for pest control operations, and to comply with the indications they provide, including by temporarily leaving the dormitory, when necessary;
13. Not to alienate and not to sublet the space that represents the object of this contract.
14. Not to accommodate overnight strangers in their allocated room, except for relatives up to and including the 4th degree, who may be admitted under the conditions provided by the Accommodation Regulation for UVT Dormitories for visits.
15. To comply with the hygienic-sanitary and fire protection norms (according to annex no. 2 to this contract);
16. To dispose of household waste only in the allocated places, following garbage selection norms;
17. To take all the necessary relocation steps, when they receive a notification in this regard from the lessor's representatives, under the conditions of art. 5.1. let. h) of this contract;
18. Not to use appliances having an electricity consumption higher than the limit established by the norms and displayed by the educational institution;
19. Not to use inside the dormitory other electric heating devices, cylinders or combustion devices, apart from those found in the common kitchen area;
20. Not to us use candles, incense sticks or other objects with open flame;
21. Not to smoke inside the dormitory (rooms, halls, toilets, offices, access stairs, balcony, reading room, etc.) nor on the dormitory’s balconies, smoking being allowed only outside, in the spaces designated for this purpose. The ban applies to all types of cigarettes or smoking devices (classic/electronic, etc.).
22. Not to sell, bring or consume alcoholic beverages or narcotic substances in the dormitory and not to enter the dormitory under their influence;
23. Not to dry laundry at the window;
24. Not to store personal goods of any kind on the dormitory’s hallways;
25. Not to live with pets in the dormitory room;
26. To stick posters only in specially designated places, based on a request approved by the dormitory’s administrator;
27. To notify the dormitory’s administration, by filling in the online form provided by the dormitory’s administrator, on repairs necessary in the rooms and in the common spaces;
28. In case of rooms equipped with cold water, warm water and electricity meter, the tenant is obliged to pay the bills resulting from reading the meters at the same time with the rent. The meters are checked at the date and time announced by the administration, in the tenant’s presence;
29. To comply with the dormitory access norms, as provided in the content of the Accommodation Regulation for UVT Dormitories ;

dd) To use the key (and, possibly, the key copies) of the room assigned to them only during the validity of the present contract, after which they shall return them to the administrator;

ee) To pay the damages they caused, on the basis of an estimate made by UVT; If a material good is destroyed or stolen and the perpetrator is not identified, the damage will be borne by all the students in the room, floor or dormitory (depending on the location of the respective good) according to on an estimate made by UVT;

dd) To hand over to the lessor, at the end of the contract, the space that represents the object of the contract, as well as the goods that furnish or decorate it, in conditions similar to those in which they received the allocated space, only after cleaning it, according to the handover/takeover report and inventory;

ee) To have a civilized behavior during the entire duration of this contract in the space that is the object of this contract;

ff) To comply with the provisions of the Procedure regulating the manner in which didactic activities are carried out and to implement the measures plan for the activity carried out in the West University of Timișoara in epidemiological safety conditions for the prevention of SARS-CoV-2 virus;

gg) To comply with all the regulations adopted by the UVT management regarding the activity carried out in the space that represents the object of the present contract and the common spaces of the dormitory;

hh) To comply with the moral and university ethics norms, according to the Code of ethics and university professional deontology of UVT, an annex of the UVT Charter and to signal to the dormitory administrator their violation.

**Art. 6 - CONTRACTUAL LIABILITY**

**6.1.** For non-execution or improper execution of the provisions of this contract, and for actions that are incompatible with their work (bribery, unjustified absence from work, preferential treatment of tenants, uncivilized behavior, raising their voice, insults or threats directed at tenants, etc.), the lessor's representatives will be considered liable from a disciplinary, civil or criminal point of view, or may be fined, as the case may be.

**6.2.** For non-execution or improper execution of the provisions of this contract (offering bribery, uncivilized behavior, raising their voice, insults or threats directed at the landlord's representatives) tenants will be considered liable from a disciplinary, civil or criminal point of view, or may be fined, as the case may be.

**6.3.** In case of violation of the provisions of art. 5.4, the following sanctions will be applied to the **tenant**, depending on the gravity of the deeds:

1. verbal reprimand applied by **Commission 1** (dormitory administrator, dormitory manager and lessor);
2. written warning applied by **Commission 2** (head of social service, a representative of OSUT for social issues and the head of dormitory);
3. termination of the contract applied by the **Commission 3** (head of social service, a representative of the UVT’s legal office and an OSUT representative), this commission being able to act even without applying the sanctions issued by the other commissions.

**6.3.1.** The sanctions are applied depending on the gravity of the deeds, without taking into account the order in which they are listed in art. 6.3. letters a) -c) of this contract.

**6.3.2.** Committing 3 violations sanctioned with warning/warning and fee, leads to the termination of the rental contract.

**6.3.3.** In case of termination of the contract for any of the reasons provided in art. 7.1, the tenant is obliged to vacate the room within 5 days from the date the termination statement was transmitted according to art. 7.3.

**6.4.** If the tenant alienates the accommodation by allowing a third party to use it or uses his/her student status to obtain accommodation for other persons, he/she will be excluded from the dormitory and will lose his/her future accommodation right, while incurring civil or criminal liability or being fined, as the case may be.

 **6.5. Other sanctions:**

1. The violation of the obligations provided in art.5.4 letters f), g), i), k), o), p), s), w), x) is sanctioned by a fine of 50 lei;
2. The violation of the obligations provided in art. 10 5.4 letters b), c), d), h), j), l), m), n), u), v) is sanctioned by a fine of 100 lei;
3. The violation of the obligation provided in art. 5.4. letter ff) regarding the handing over of the space that represents the object of the present contract without carrying out the cleaning beforehand is sanctioned by a fine of 500 lei.

**6.6**. The sanctions provided in art. 6.5 lit. a) -c) can be cumulated, and the term for their payment is the one provided in art. 4, the pecuniary sanctions being added to the accommodation fee related to the space that represents the object of this contract.

**Art. 7 – TERMINATION OF THE CONTRACT**

**7.1. This contract will terminate in case of:**

a) Non-payment of the accommodation fee and delay penalties for a period exceeding 30 days from the due date;

b) Violation of the provisions of art. 5.4 letters m), u), respectively art. 6.3.2. and art. 6.4 of this contract;

c) Violation of the provisions of Law no. 349/2002 for preventing and combating the effects of tobacco products consumption by tenants or the persons visiting them;

d) Non-compliance with the Procedure regulating the manner in which didactic activities are carried out and the measures plan for the activity carried out in the West University of Timișoara in epidemiological safety conditions for the prevention of SARS-CoV-2 virus;

7.2. Prior to termination, the injured party will send the guilty party a notice showing non-compliance with the contract, specifying the clauses governing the obligation that was not fulfilled or was partially executed or improperly executed and requesting to remedy it within 5 working days. If the guilty party does not remedy the breach within this time limit, the injured party shall communicate the termination statement to the other party.

7. 3. In the situation provided in art. 7.1 letter d), the tenant has the obligation to leave the place that represents the object of this contract within maximum 24 hours from the moment they receive a notification in this regard by email.

7.4. The unilateral termination will be effective upon the communication of the termination statement sent to the guilty party, based on art. 1552 Civil Code.

7.5. The termination will be effective without the intervention of the court or other formal proceedings other than those mentioned above. The provisions of this paragraph do not cancel the liability of the party who is culpable for causing the termination of the contract.

**ART. 8 – OTHER CLAUSES**

**8.1.** The loss of the student status entails the loss of accommodation.

**8.2.** If the tenant, respectively the persons visiting them, violate the provisions of art. 5.4 letters m) or the provisions of Law no. 349/2002 for preventing and combating the effects of tobacco product consumption, the tenant loses their right to benefit from accommodation in UVT dormitories, throughout the study cycles (bachelor's, master's, doctorate).

**8.3**. The tenant can accommodate overnight the persons mentioned in art. 5.4. letter n) after sending a prior notice and obtaining the approval of the dormitory administrator and only in case the roommate/roommates agree with the visit.

 **8.3.1.** The duration of the visit cannot exceed 72 consecutive hours or more than 15 cumulative days / academic year, and a request form in this respect shall be completed at least 24 hours before the visit.

 **8.3.2.** The visitor must comply with the same rules as the dormitory’s tenants, the tenant being responsible for any action of the visitor that may breach this accommodation contract.

**8.4** In case of termination of the rental contract, according to art. 7.1., the tenant has 5 working days to gather their personal belongings and proceed to hand over the room to the landlord, according to the provisions of this contract and the Accommodation Regulation for UVT Dormitories.

**8.5.** For repair works that need to be carried out in the space covered by this contract, only the persons designated by the lessor will be allowed to intervene for this purpose.

**8.6.** The tenant's access to the dormitory is made only with a card, individually. Visitors or known dormitory colleagues are allowed to enter the dormitory using the card assigned to the tenant. In all cases, the tenant checks after entering / leaving the dormitory that the door is closed.

**8.7.** To ascertain a violation of the obligations established in this contract, respectively of the Accommodation Regulation for UVT Dormitories, the video recordings of the devices installed in the common spaces of the dormitory will also be used.

**8.8.** At the end of this contract, the handover of the room by the landlord to the tenant is made from Monday to Friday between 08 - 16. Foreign students will receive their transcript only after presenting the Closure Form to UVT’s Department of International Relations.

**Art. 9 – SPECIAL CLAUSES**

**9.1**. In exceptional situations, such as, for example, the state of emergency or the state of alert, at national, county or local level, as the case may be, that affect the teaching-learning activity, the tenant has the obligation to vacate the space covered by this contract, until the courses are resumed.

**9.2.** The landlord will send an official notice in this regard to the tenant’s e-mail address to explain the special procedure for vacating the room.

**9.3.** If the tenant does not vacate the room in accordance with the respective procedure, the lessor reserves the right to enter the space representing the object of this contract and to seize all the tenant's personal property, the latter assuming that their property shall be stored in the lessor’s available spaces.

**9.4**. The risk of loss or damage to personal property as a result of their storage according to the procedure provided in art. 9.3 is borne by the tenant.

**Art. 10 – FORCE MAJEURE**

11.1. Force majeure exonerates the parties in case of partial or total non-execution of the obligations undertaken through this contract. Force majeure represents an event beyond the control of the parties, unpredictable and insurmountable that occurred after the conclusion of the contract and that prevents the parties from performing in whole or in part the obligations they undertook by entering into this contract.

11.2. The party invoking force majeure has the obligation to send a notice in this regard to the other party, within a maximum of 5 days from the occurrence of the respective event, and the proof of force majeure, together with the warning regarding the effects and possible extent of the force majeure event, will be communicated within 15 days.

11.3. The party invoking force majeure has the obligation to inform the other party of the cessation of this cause within a maximum of 15 days from the cessation.

**ART. 11 – FINAL PROVISIONS**

**11.1.** The provisions of this contract shall be duly supplemented by the provisions of the relevant legislation in force.

**11.2.** This contract has been concluded in two original copies, one for each party.

**11.3**. The provisions of this contract apply identically to both Romanian and foreign students (Erasmus or other categories of foreign students); for the latter, the contract will be translated in English.

**11.4.** Annex 1 represented by the *Handover/Takeover Report of the Room’s Inventory*, Annex 2 regarding the *General Norms for Fire Prevention in Accommodation Spaces* and Annex 3 regarding the *Prevention of Antisocial Acts* - “*Your Safety Matters*!” are an integral part of this contract.

**11.5.** In order to carry out and ensure compliance with the provisions of the present contract, and to sign it, the lessor’s legal representative empowers Mrs./Mr. .......................... .................................................. ................................................ as **dormitory administrator**.

**11.6**. The responsibility to manage and solve possible conflicts that may arise in the dormitory is borne by:

a) The dormitory administrator;

b) The UVT’s head of social service;

c) The vice-rector responsible for the relationship with students.

**11.7.** Any conflict shall be solved hierarchically (administrator - head of social service - vice rector responsible for the relationship with students), by applying the provisions of this contract, the Accommodation Regulation and the corresponding legislation in force.

**11.8.** Any amendment to this contract shall be made only with the agreement of the parties, by concluding an additional act.

**Lessor:**  **Tenant:**

(name, surname, signature) …………………………

 …………………………

WEST UNIVERSITY OF TIMIȘOARA