

FIXED-TERM AGREEMENT ON ACCOMMODATION IN THE STUDENTS' RESIDENCE

_____ 201__ No. _____

Vilnius

Mykolas Romeris University (hereinafter referred to as the "University"), represented by the Manager of the Students' Residence, and _____

(first name, last name, personal ID details and declared place of residence)

(hereinafter referred to as the "Resident"), both parties hereinafter collectively referred to as the "Parties" and each individually as the "Party", have entered into this Fixed-Term Agreement on Accommodation in the Students' Residence (the "Agreement") according to the Rules for the Use of Students' Residence and Dormitories of the University (the "Rules"):

I. SUBJECT OF THE AGREEMENT

1. The University shall take an obligation to provide the Student, on the terms and conditions of this Agreement, with accommodation in a room No. _____ of the Students' Residence, described in Clause 2 of the Agreement (the "Room") for the fee provided for in the Clause 10 thereof, and the Resident shall take an obligation to accept the Room and pay the fee provided for in the Agreement.

2. Details of the given room:

2.1. Address: _____;

2.2. Room No. _____;

(in figures and words)

2.3. Total area (sq. meters) _____;

(in figures and words)

2.4. Number of beds: _____;

(in figures and words)

2.5. The belongings of the Room (furniture, equipment etc.) shall be specified in the Delivery and Acceptance Certificate.

3. The Parties agree that the Room is provided to the Resident for temporary use during period specified in the Clause 4 of the Agreement.

II. PERIOD OF ACCOMODATION

4. The Room shall be provided from _____ 201_ until _____ 201_ (the "Accommodation period"). The Accommodation period shall start from the date of signing the Delivery and Acceptance Certificate (the "Certificate"). The Certificate shall be signed by an employee of the University responsible for the operation of the Students' Residence, i.e. the Manager of the Student's Residence, and the Resident.

5. Upon expiry of the Agreement or its early termination by the parties, the Resident shall vacate the Room and transfer the Room and its belongings to the Manager of the Students' Residence under the Certificate signed by both parties and in the condition in which they were received by the Student (by taking the normal wear and tear in to account) within 2 (two) calendar days.

III. RIGHTS AND RESPONSIBILITIES OF THE STUDENT

6. The Resident shall have the right to:

6.1. Use the Room, premises of general purpose as well as other property entrusted to him/her.

6.2. Submit remarks or proposals to the Manager of the Students' Residence concerning defects or different malfunctions in the Students' Residence.

6.3. Move to another Room subject to permission of the Manager of the Students' Residence.

7. Responsibilities of the Resident:

7.1. The Resident shall take an obligation to use the Room only according to its intended purpose, take care and look after the safety of the Room and any property of the University contained in it, strictly comply

with the fire safety rules and the requirements of other legal acts and the Rules concerning the use of the Room and the building in which the Room is located.

7.2. Use the Room and the premises of general purpose in such a way that the rights and legitimate interests of other tenants of the Room and the Students' Residence are not infringed.

7.3. During the entire period of validity of this Agreement, look after the Room and any equipment, furniture etc. contained therein. Properly look after elements of the premises of general purpose and the building (doors, windows, floors, walls, ceilings etc.) in such a way that their condition as well as the condition of the Room remains as much as possible the same as it was at the time of the transfer of the Room to the Student.

7.4. Immediately notify the Manager of the Students' Residence of any case of emergency or damage and of measures taken to minimise the damage to the Room and its belongings. The Manager shall be notified of the damage and other circumstances of the event in writing and any response measures shall be taken only upon receipt of permission of the Manager except for the cases when immediate measures are required in order to avoid greater damage to the Room, the premises of general purpose and the residents of the Students' Residence.

7.5. Carry out legitimate requirements provided by the Manager of the Students' Residence and/or other responsible employees.

7.6. Look after the premises of general purpose and keep them in order: kitchen equipment, corridors, stairwells and other premises as well as water-supply, sewerage, electrical and other equipment.

7.7. Allow the Manager of the Students' Residence and/or other responsible employees to check the condition of the accommodated Room.

7.8. Comply with the personal hygiene, sanitation, personal safety and other requirements.

7.9. Assume responsibility for the behaviour of his/her guests in the Students' Residence; smoking in designated places only.

7.10. The Student shall not sub-rent the Room or other property entrusted to him/her, accommodate other persons in the Room, or otherwise permit outsiders to use the Room.

7.11. Pay a semester fee for accommodation in the Students' Residence as provided for in the Agreement.

7.12. Indemnify the University for any losses incurred due to non-fulfilment or improper fulfilment of the Student's obligations set out in this Agreement. The Student shall be liable for any damage done to the Room, the premises of general purpose and the objects listed in the Certificate, given that the damage was caused due to the fault of the Student or his/her guests.

The resulting material damage shall be deducted from the paid deposit and, where no culprit is identified, the resulting material damage shall be distributed equally to all residents of the floor upon drawing up a certificate.

7.13. The Student shall indemnify third parties for any damage done to them due to the fault or negligence of the Student.

IV. RIGHTS AND RESPONSIBILITIES OF THE UNIVERSITY

8. The University shall take an obligation to:

8.1. Provide the Resident with an accommodation (the Room) of a good condition; do timely repairs and ensure uninterrupted functioning of engineering systems and other equipment.

8.2. Replace the bedding for the residents of the Students' Residence every two weeks.

8.3. Give the other Party a 2 (two) months' written forward notice of the change in the price for the accommodation provided for in this Agreement.

9. Rights of the University:

9.1. If the Resident is in breach of the Agreement or in case of emergency or failure, the Manager of the Students' Residence and/or other responsible persons have a right to enter the Room.

9.2. Temporarily move the Resident from the Room to another Room, if necessary (in case of repairs, emergency etc.).

V. PAYMENTS AND SETTLEMENT OF ACCOUNTS FOLLOWING THE AGREEMENT

10. Accommodation fee for a semester in the Students' Residence shall be EUR _____ (in words). The fee shall be charged starting from the day when the Resident

shall be accommodated in the Room upon signing the Certificate until the date of termination/expiry of the Agreement and transfer of Room under Clause 5 of this Agreement. The Resident shall pay the fee for the autumn semester by the 15th of September and shall pay the fee for the spring semester by the 15th of February. Prior to his/her accommodation in the Students' Residence, the Resident shall pay a deposit of EUR ----- . Once the accommodation period is over, the deposit shall be returned or, in case of material damage caused in the Students' Residence, the resulting material loss shall be deducted from the deposit upon drawing up a certificate.

VI. VALIDITY, AMENDMENT AND TERMINATION OF THE AGREEMENT

11. The Agreement shall take effect on the moment of its signing and shall remain in effect until complete fulfilment of the Parties' obligations thereunder or until early termination according to the procedure stipulated in the Agreement or legal acts.

12. Any amendments, additions and annexes to the Agreement shall be valid provided that they have been concluded in writing and signed by both parties.

13. The University may terminate the Agreement prior to its term if the Resident:

13.1. Makes impossible for other residents to live in the Room due to his/her improper behaviour, disturbs other residents of the Students' Residence, i.e. makes noise, keeps and/or consumes alcoholic beverages, narcotic or psychotropic substances, smokes, violates the hygiene-sanitation requirements and/or other requirements of public order.

13.2. Sub-rents the room.

13.3. Damages the Room or the premises of general purpose.

13.4. Uses the Room not according to its intended purpose.

13.5. Permits other persons to use the Room or breaches the Agreement otherwise.

13.6. Fails to pay the fee for the accommodation in the Students' Residence within 1 (one) month from the payment period provided for in this Agreement.

14. Upon expiry of the Agreement or in case of early termination, the Resident may be evicted according to the procedure established in the Civil Code of the Republic of Lithuania without providing him/her with another accommodation.

15. Each party may terminate the Agreement prior to its term by giving the other Party an at least 7 (seven) calendar days' written notice of termination, specifying the date of the termination of the Agreement.

VII. FINAL PROVISIONS

16. Any dispute arising from the Agreement or related thereto which has not been resolved by negotiations within 14 (fourteen) calendar days after the Party makes a claim to the other Party, shall be referred to court for resolution following the procedures provided for in the laws of the Republic of Lithuania.

17. The Agreement has been concluded in two original copies in Lithuanian (or in Lithuanian and English), both copies having the same legal force, a copy for each party.

18. Both parties have read this Agreement, understand its content and consequences, and have signed it as a document consistent with their objectives and needs.

19. By signing the Agreement, the Resident confirms that he/she is acquainted with the Rules for Use of Students' Residence and Dormitories.

VIII. DETAILS AND SIGNATURES OF THE PARTIES

Manager of the Students' Residence of the Student:
Mykolas Romeris University

(First name, last name)

(personal ID details)

(telephone number and e-mail)