

ACCOMMODATION CONTRACT

no. _____/_____

I. CONTRACTING PARTIES

I.1. University of Oradea, holder of the right of management of hostels for housing, state property, located in Oradea, no. 1 Universitatii street, code 410087, Bihor county, telephone no. 0259 408 105, RO83TREZ07620F331400XXXX account opened at the Treasury of Oradea, fiscal code 4287939, represented by **Rector** - Prof. eng. Constantin Bungău, PhD, **General Management** - Ec. Adrian Nicula, Economic Director - Ec. Sanda Tripa and

I.2. _____, born on _____ residing in _____, str. _____ no. _____ block floor scale _____ apartment, county/district _____, with CI (passport) serial number _____, issued on _____ date _____, personal numerical number _____, tel. _____, as lessee.

Phone number of contact person, as _____

I.2.1 Accommodated student category (tenant) to the subsidy on the mantelpiece:

- a. Romanian student [...]
- b. Romanian student, child of working teacher [...]
- c. Romanian Student, orphan of both parents [...]
- d. Students coming from orphanages or foster care [...]
- e. Student of the European Union, European Economic Area and the Swiss Confederation [...]
- f. the Romanian foreign students with scholarships, foreign students with interuniversity or intergovernmental agreements, [...]
- g. budgeted foreign students without scholarship; foreign student with agreements between universities, intergovernmental, whom the university is required to accomodate under the same conditions as the Romanian students [...]
- h. foreign students of Romanian origin; Romanian citizenstudent residing abroad; foreign students under interuniversity agreements, interdepartmental mobility programmes (Erasmus, etc.) [...]
- j. Non-Community foreign students; foreign student on their own expenses; other forms of academic training; other individuals [...]
- k. Students with disabilities [...]

II. OBJECT OF THE CONTRACT

II.1.(1) during the contract and under the conditions set out below, the lessor (University of Oradea), rents the tenant-student housing areas located in the dormitory _____ town _____, county _____, street _____ no. _____, floor _____, room _____ and common areas, facilities and related assets recorded in the inventory, as property of the University of

Oradea, according to the minutes of handover between the lessor and the lessee student on the occasion of delivery - reception of the building relating to this agreement, at the moment of the student's accommodation.

(2) Delivery and reception of the space that is the object of this lease based on a report, constituting Annex.1 to the contract, a document that will record the technical condition and the inventory of the space. The delivery- reception report of the contract signed by both parties is annexed to this agreement.

(3) The parties shall agree that during the contract, the delivery- reception report, concluded on the occasion of the student's accommodation in the building that is the subject of this contract, to be completed / modified if the lessor has equipped the building with other movable objects which are made available to the lessee of the student, and if there are changes in the inventory of goods initially contained therein.

II.2. The building, the housing area, which are the subject of this contract (room with related dependencies) will be used exclusively by the student (or elsewhere) tenant.

III. DURATION OF THE CONTRACT

III.1. (1) The term of lease is on from _____ to _____ and takes effect from the date of signature by both contracting parties.

(2) Upon expiry of the contract, the lease shall automatically be terminated without prior formality if the duration of the contract has not been expressly extended by an addendum signed by both parties.

III.2. The time limit referred to pct.III.1., the property that is the subject of this contract is given back by the tenant (student or others) based on a delivery- reception report to the home administrator.

III.3. The property which is the subject of this contract will be used by the lessee during university holidays as provided in Regulation - Framework of the University of Oradea on the accommodation in student dormitories.

III.4. The lessee-foreign student can use the property, the residential area during holidays under the university requirements of Regulation - Framework of the University of Oradea on the accommodation in student dormitories and will pay the lessor for the period (during university holidays) rent / accommodation price set by Senate University of Oradea Senate decision.

Student tenant (or other categories) agrees to be moved to other premises available where the property leased is carried out renovations, cleaning, disinfecting and disinfection of the building etc.

IV. PRICE of the CONTRACT

IV.1. (1) rental price (accommodation price) and rent is lei / person / month. The rent is paid monthly in advance, for the following month, no later than the last working day of the current month.

(2) The beneficiary is obliged to pay the accommodation fee in advance, for the following month, by the deadline provided in paragraph (1), either at the cashier's office

of the Financial Office (Taxes) on the campus of the University of Oradea, or by online payment methods.

(3) The obligation to pay the monthly fee becomes due and payable by operation of law, simply by meeting the payment deadline, without the need for any prior formality or notice of default.

IV. 2. (1) total or partial failure to pay rent on time and in the manner prescribed in this contract gives the lessor the right to request and receive from the lessee of the amount due, late payment amounting to 0.05% of the amount due for each day of delay, starting on the 26th of the current month to the date of its actual payment.

(2) In addition to the contractual penalties provided for in the preceding paragraph, the lessor has the right to request and receive damages - interest due to delay or failure to fulfill the obligations of the lessee to cover actual damage caused.

(3) If the tenant delays payment of rent agreed with 30 days, the lessor is entitled, in addition to recovery of outstanding debts and levying penalties and damages - interests appropriate to have unilateral termination of the lease and the termination of the right to contract without notice, without giving notice, without granting a grace period and no court rulings. The space becomes available through termination for non-payment, the tenant will be released within 10 working days from the date of issue of notification address. If the tenant does not release space within the time specified, the lessor shall make its evacuation immediately without any prior formality and by its own means. Damage, shortcomings etc. caused during the evacuation administrative are borne entirely by the lessee.

IV.3. The parties mutually agreed that during the lease, the amount of rent to be modified in the following situations: When determined by the Senate decision, modify it (at the beginning of each semester and in June), depending on consumption and expenditure of period of the previous year, for every home and to the subsidy allocated by the tutelary ministry.

IV.4. Any change in the amount of rent the tenant will be informed in writing at least 15 days before the next payment due date.

V. OBLIGATIONS OF THE PARTIES

V.1. The lessor, represented by the dormitory administrator, has to:

1. to take steps to repair and maintain safely the operating condition and function of the spaces of common use of home and room before the commencement of accommodation;
2. to give the lessee the leased asset, together with associated facilities subject to this agreement, based on the minutes of delivery- reception report and, including cable and internet facility in good working order;
3. to provide maintenance and repair of the premises of common use;
4. to permanently ensure the cleaning of the premises of common use of home (hallways, offices, stairways, bathrooms shared, dumpster) and related exterior spaces of the home, and waste disposal;

5. to verify how the tenant uses the rented housing support surface, put into inventory and common areas of the dormitory;
6. to provide security at the entrance in the home by the presence of a doorman, at least between 15: 00-07: 00 on weekdays;
7. to ensure compliance with sanitary and fire protection rules;
8. to provide linen change put into tenant bimonthly;
9. to carry out quarterly pest control and disinfection in homes - by announcing the timetable and organizational measures to conduct the most of activities;
10. to recover immediately becoming aware of property damage caused in the room and common-use areas of the home by cashing the value of labor and damage repair, registration and event reporting.
11. to issue, on request, the documents proving that the tenant has or does not have debts to the dormitory;
12. to issue a residence card, to endorse it and to support the tenant in obtaining the official endorsement for residence during the contract;
13. to keep a strict evidence for each room regarding the electricity consuming devices (refrigerators, computers, televisions, printers, etc. personal lessee).

V.2. The lessee has to:

- 1.a. to take the property that is the subject of this contract, with associated facilities-based on the minutes of delivery- reception
- 1.b. to hand over the property that is the subject of this contract, in the condition in which it was taken over (clean, without defects or damage) with the related equipment, based on a handover-reception report;
2. the students have to give the key (including those made by their own), the residence and access card back together with the inventory and the facilities, based on the minutes of delivery-reception to the dormitory administrator, at the beginning of the holidays (during the summer);
3. to pay the rent (fixed rate accommodation), according to art.IV hereof and any payment obligation;
4. properly use the inventory of the dormitory, the electrical and sanitary facilities provided, comply with the rules of access to the dormitory, the sanitary standards and the fire protection rules;
5. to ensure and maintain order and cleanliness in rented space, not to throw around home and alleys of the complex packaging and garbage;
6. to allow the administrator and the persons in charge of the University of Oradea and the faculty to access the room in order to determine how the provisions of this contract are observed. To this end, it is mandatory for the home manager to have one copy of the keys of each room, even if other safety systems are introduced. For other security systems, the tenant must obtain the lessor's approval and hand it over within 24 hours to access one of the keys to the new system.
7. by the end of this contract the tenant has to return the goods in the state they were actually received by the minutes delivery-reception;

8. not to make any alteration of the rented space, associated facilities, common areas of the dormitory and not to change their purpose contrary to the purpose provided in this contract;
9. not to lease the space or to dispose of the property belonging to the room to any individual or legal persons, not to conclude legal acts with third parties, natural or legal persons, having as their object (partially or totally) the residential area covered by this contract, such as be: sub-lease, concession, commodity, assignment of the contract, joint venture, civil or commercial lease or any other act, whatever its nature;
10. to be financially responsible for the deficiencies and deterioration of property in the room and common use spaces, unless it is proven that they have not been caused by it;
11. not to apply posters, advertisements, or any documents in the room and common areas, not to engage in activities contrary to good practice, order of the law or instructive educational process;
12. to immediately notify the administration of possible failures of the home facilities to make the remedies;
13. not to use appliances with an electrical energy consumption higher than 800W other than those permitted by the lessor;
14. not to bring animals in the dorms;
15. not to prepare the food in the room in any way, but only in the specially designed spaces;
16. not to allow the hosting of other persons (foreigners) in the rooms;
17. to legitimate at the entrance of the dormitory;
18. not to smoke, to drink alcohol or any other hallucinogenic substances in the dorm room and common areas and to comply with the provisions of Law no. 349/2002 for the prevention and control of the effects of consumption of tobacco products;
19. to keep quiet between the hours of 1:00 p.m. to 3:00 p.m. or 22:00-08:00 a.m. in order to ensure conditions for study and rest;
20. not to use windows of the dormitory as access point, not to store objects on their sills, not to dry clothes outside the windows on improvised supports;
21. not to block the access ways, alleys and green areas of the campus with the personal car;
22. to temporarily release the room at the request of the University when performing repairs or disinfestations;
23. to submit within 30 calendar days from the conclusion of this contract to the Oradea Population Records Service in order to obtain the floating residency;
24. to present monthly the residence card of the dormitory to the dormitory administrator for endorsement;
25. to have decent behavior both towards students and staff of the University of Oradea;
26. not to use cylinders and combustion appliances in the dormitory / room;
27. not to use additional or improvised heating or electric devices;
28. to comply with the internal regulations governing the reception of visitors (registration in the gate register and leaving until 22:00). Receiving visitors in the space

rented by the student is at the responsibility of the student who receives the visitors, the lessor having no responsibility for eventual events that may occur;

29. not to alienate the access cards in the rented space;
30. to ensure the DAILY evacuation of household waste in the room, with selective storage in the outer racks, according to the provisions of Law 132/2010 on the selective collection of waste in public institutions;
31. permanently and at his own expense to clean and sanitize the rented space (given in exclusive use) and cleanliness in common areas throughout the tenancy;
32. to strictly respect the dwelling destination of the rented space, hygiene, sanitary, security, fire prevention, environmental protection, as well as the normative acts in force, the regulations for the organization and functioning of student hostels, answering in any way damage caused; in the event that the author who caused the damage to the room / common spaces is not identified, the material liability will be shared with all the persons accommodated in the room, respectively on the level;
33. upon termination or dissolution of this contract, the tenant undertakes to release within ten days of the receipt of the notification the housing area subject to this contract, to release it from all personal belongings, to hand it over immediately to the lessor perfect operation, clean and hygienized, free of charge and free of any charge or obligation and to liquidate.
34. in the case of students, to notify in writing within 10 days from the change of the form of education budget / tax the administrator of the dormitory and to submit the document of proof in order to apply the rental rates related to the new situation (statute);
35. to participate in all activities / training organized by the lessor (fire protection, protection of the environment, etc.);
36. Internet users do not have the right to modify, reconfigure, install, uninstall network equipment, cables, connectors, otherwise access to these facilities will be suspended.
37. To live in the room in which he was assigned and to declare the remaining places available.
38. Students who behave inappropriately, making it impossible to live with other roommates and do not comply with the Accommodation Contract and internal hostel regulations (ROF, ROI), based on evidence and written complaints, will be sanctioned by being moved to other rooms/dorms and in exceptional/serious situations will be excluded from the hostel by cancelling the contract.
39. If a room/dorm sanction has been imposed, the student has 3 days to vacate the room/dorm and hand over the goods received from the dorm administration.
40. to collect used oils and deposit them in containers provided by the university in the Cooking Office, in accordance with the provisions of Emergency Ordinance no. 92/2021 concerning the tax regime, approved by Law no. 17/2023, with further amendments and additions, Art. 32, al. (1).

VI. PENALTIES

VI.1. Failure to observe the provisions of art. V.2. 2, 5, 6, 11, 14, 17, 19, 20, 21, 24, 25, 26, 27, 28, 30, 31, 35, 37 the lessee will be penalized by written word-deviation, and the next offense, the lease will be terminated;

VI.2. Failure to observe the provisions of art. V.2. 4, 7, 8, 12, 13, 22, 32, 33, 36 the student will pay the value of the damages as well as the related work, and the next deviation will be canceled unilaterally by the lessor;

VI.3. For non-observance of the provisions of art. V.2. 1, 9, 10, 15, 16, 18, 29, 34, 37, 38 the lessor shall unilaterally order the termination of the lease and the termination of the contract without notice, without delay, without giving a grace period and without a court decision of this contract and evacuation from living space;

VI.4. Students who alienate, use the accommodation or identification card to accommodate other people lose the right accommodation for the whole period of study;

VI.5. In case of non-compliance with the provisions of art.V.2. Point 3 of the present contract there are the provisions of art. IV. 2. of this contract.

VII. TERMINATION OF CONTRACT

VII.1. The contract will be terminated:

- a) by mutually consent;
- b) upon expiry of the term for which it was concluded;
- c) by termination due to improper execution or improper performance of the obligations set forth in this agreement;
- d) if the tenant - the student was expelled, abandoned or interrupted the studies;
- e) at the request of the tenant 15 days before the end of the first semester of the current academic year.

VII.2. Under exceptional circumstances, during the academic year the lessee may request the lessor to terminate this contract from the 1st of the month following the filing of the application.

VIII. CIRCUMSTANCE OUT OF ONE'S CONTROL (FORCE MAJEURE)

VIII.1. The parties of this contract will not be liable for the non-performance in time and / or improperly, in whole or in part, of any of their obligations if the non-performance of the obligation was caused by a cause of force majeure ascertained and invoked under the law.

VIII.2. The party invoking force majeure is obliged to notify the other party in writing within 7 days of the occurrence of the event.

VIII.3. If, within 20 days of production, that event does not cease, the parties shall have the right to notify the termination of this Agreement without any right to claim any damages

IX. TERMINATION

IX.1. The lessor may terminate this contract unilaterally in the following cases:

- a) the tenant has caused significant damage to the common room / premises / facilities / building, as well as any other related property or alienation, without their right;
- b) has a behavior that makes it impossible to cohabitate or prevents the use of the object of the contract in decent conditions;
- c) does not comply with contract terms;
- d) has been sanctioned for deviations from regulations by the Dormitory Administration Committee;
- e) has been expelled;
- f) did not respect the provisions of the Internal Regulations of Student Dormitories, the Regulations for the Organization and Functioning of Dormitories, the Framework Regulation of the University of Oradea regarding accommodation in student dormitories, the Charter of the University of Oradea;
- g) inappropriate performance or improper performance of the obligations set forth in this contract.

IX.2. The termination of the contract between the student and the University of Oradea may occur in the event of a violation by the student of the obligations provided for in this regulation and/or assumed through the accommodation contract, upon notification of the Head of Social Service, by decision of the CCU.

IX.3. Cancellation or termination of this Agreement under the terms agreed by the parties will not have any effect on the obligations already existing between the Contracting Parties.

IX.4. Termination of the contract is based on Annex 14 - Contract termination notification.

X. SOLVING THE DISPUTES AT LAW (LITIGATION)

X.1. The parties agreed that any misunderstanding about the validity of this contract or resulting from its interpretation, execution or termination should be settled amicably.

X.2. If the litigation is not settled amicably, the parties will address the courts.

XI. FINAL CLAUSES

XI.1. The lessee is obliged to bear all the fines and penalties received by the University of Oradea as a result of the non-observance of the contractual obligations and the value of the damages, damages, etc. caused by him or with his roommates. If the person who caused the material damage can not be established, the value of the damage will be recovered from all the tenants in the room, that is, all the tenants at that level in the case of common use spaces.

XI.2. Any changes of residence, identification data, phone no. and so of the lessee will be announced within 48 hours from the date of their occurrence to the lessor, by submitting the support documents to the dormitory administrator;

XI.3. The lessee will maintain the rented space in good conditions and return it to the state in which it was taken over. Otherwise, he will be civilly liable for the amount of the damage remedy.

XI.4. This contract may be changed only by an additional agreement concluded between the Contracting Parties.

XI.5. This contract is also duly completed with the provisions of the legislation in force and with the provisions of:

The Hider Education act no. 199/2023, the Regulation on the Organization and Functioning of Dormitories of the University of Oradea, the Regulation on the Organization and Functioning of Dormitories, the Framework Regulation of the University of Oradea on accommodation in student dormitories, Ordinance 97/2005 on the record / residence / residence and documents identity of Romanian citizens, Law 448/2006 on the protection and promotion of the rights of persons with disabilities, Law 307/2006 on fire protection, Law No 143/2000 on preventing and combating illicit drug trafficking and consumption. Also, the annexes, as well as all additional acts, validly signed by the parties, form an integral part of the contract.

I declare that I have taken cognizance of the Regulation of organization and functioning of the University of Oradea dormitories, the Regulation of internal order of the dormitories, the Framework Regulation of the University of Oradea on accommodation in dormitories and that I agree with their provisions.

This contract was concluded today _____, in two copies, one for each contracting party.

The copy of the University of Oradea will be archived to the administrator, during the contract, and then in accordance with the legislation in force, at the archives of the University of Oradea.

UNIVERSITY OF ORADEA,
RECTOR
HOME ADMINISTRATOR,

BENEFICIARY,