

APPROVED
by Order No. 1-004 23th of September, 2020
of Rector of Klaipėda’s University

**ACCOMODATION CONTRACT FOR STUDENTS No.
FOR RESIDENCE IN A KLAIPĖDA UNIVERSITY DORMITORY**

.....-.....-20.....

PEI Klaipėda University (hereinafter: KU), represented by Vice-Rector for infrastructure and development Benediktas Petrauskas. Acting in accordance with the order of the Rector "On the transfer of part of the Rector's rights and duties" and student:

..... of the
(full name, date of birth)

.....Faculty, Klaipėda University.

Parents (guardians’) address, telephone number:

.....

Resident’s telephone number: e-mail.....
concluded the following Contract:

I. OBJECT OF THE CONTRACT

1. KU undertakes to provide Resident with temporary accomodation for a set fee for the period specified in the Contract, and Resident undertakes to follow the internal dormitory rules, to use the residence for its intended purpose, and to pay the set fees in compliance with the set procedure. Upon signing the Contract, Resident is considered to be familiar with the Internal Dormitory Rules and to undertake to follow them.

II. RIGHTS AND RESPONSIBILITIES OF THE PARTIES

2. KU shall undertake:

- 2.1. To provide Resident with accomodation in a KU dormitory (in compliance with Appendix No. 1 as integral part of the said Contract) for one academic year from to on the basis of KU Rector’s Order nr.
- 2.2. To maintain order and safety in the dormitory;
- 2.3. To issue a dormitory pass for getting into the dormitory;
- 2.4. To ensure the organization of the supply of electric power, heating, cold and hot water, and other utilities;
- 2.5. To give priority in extending the accomodation contract for residence in a KU dormitory to Resident who did not violate the internal dormitory rules and the provisions of the current Contract;
- 2.6. To provide Resident with another place of residence in the same or another dormitory, provided it is necessary to vacate a dormitory room or the dormitory due to good reasons (interior repairs, alterations, or reconstruction of the dormitory, as well as a more rational use of space (saving energy resources in case of a single resident in a room, etc.;
- 2.7. KU shall have the right to unilaterally terminate the Contract, provided Resident continually damages the dormitory room, the furniture and other assets in the room, uses the room for other than the intended purpose, or fails to comply with the financial or other obligations undertaken under the present Contract;
- 2.8. KU shall have the right to move Resident from one to another dormitory room either in the same or another house in the same area for valid reasons (such as repairs, breakdowns, or more rational use of space) without the consent of Resident, with 5 working days prior written notice;
- 2.9. KU shall have the right to debar Resident enjoying the status of a KU student from taking exams and /or from getting a diploma, provided Resident is indebted to KU for accomodation.

3. Resident shall undertake:

- 3.1. To move into the dormitory within 7 working days of signing the Contract;
- 3.2. Before moving into the dormitory, to pay an advance payment (a deposit) to be refunded to Resident after the expiry of the accomodation contract, provided Resident has no debts to KU and did not damage the University property. To present for dormitory administrator a receipt of payment for the first month of the current accommodation;
- 3.3. To observe the internal dormitory rules and the requirements of the present Contract; to ensure the rules are also observed by Resident’s guests;

- 3.4. To properly use the room in the dormitory and to keep it in good condition, taking standard depreciation into account;
- 3.5. To maintain the room in the dormitory at Resident's own expense: room cleaning, garbage disposal, and the maintenance of water, sanitation, and ventilation systems in the room, except for the networks hidden in the walls, floor, and ceiling;
- 3.6. On the entrance to the dormitory, to provide a dormitory pass, issued by the Dormitory Administrator, to the guard;
- 3.7. To obey lawful orders of the Dormitory Administrator;
- 3.8. To maintain cleanliness and order in the room and the shared-use areas;
- 3.9. To comply with the sanitary-hygienic, fire safety, electrical safety, and civil protection requirements;
- 3.10. To make no disturbing noise from 10 pm to 7 am;
- 3.11. Upon leaving the dormitory, to leave the room key with the guard;
- 3.12. To rationally use energy resources and to protect the assets of the dormitory;
- 3.13. To pay the set accommodation fee for residence in the dormitory on time;
- 3.14. Upon expiry or termination of the Contract, to immediately vacate and hand over the room (a place in the room) clean and tidy, with the dormitory assets and furniture, to the Dormitory Administrator in compliance with the transfer and acceptance act in such a condition as received, given the standard depreciation; to hand over the room with all the refurbishment and improvements that cannot be removed without damage; to return the room key to the Dormitory Administrator; and to settle the accommodation bills with KU. The refurbishment and improvement expenses shall not be refundable by KU;
- 3.15. Resident who moves out/ hands over the dormitory room and the assets in it with delay shall pay for the actual accommodation at the Contract-prescribed prices, as well as the penalties;
- 3.16. On leaving for longer than one month, to give prior written notice to the Dormitory Administrator and pay the fees for the estimated period of absence. Without informing the dorm administrator of departure, the contract with the population is terminated after 7 days. The fee for accommodation is not refundable.
- 3.17. On the loss of the status of a KU student, to inform the Dormitory Administrator within 5 (five) working days.
- 3.18. Provided Resident wishes to reside in the dormitory during the vacations, to give prior written notice to the Dormitory Administrator and to pay for the estimated time in advance in compliance with the set fees;
- 3.19. To compensate for the damage inflicted by Resident or their guests to KU and to pay the penalty, as prescribed by the Contract, as well as the debt recovery costs.

4. Resident shall be responsible for:

- 4.1. The violation of the internal dormitory rules by Resident's guests and for their behaviour in the dormitory;
- 4.2. The cleanliness and order in Resident's room and the shared-use areas;
- 4.3. The dormitory assets and furniture in Resident's room and in the shared-use areas;
- 4.4. The compliance with the hygienic, electrical safety, and civil protection requirements;
- 4.5. The proper observance of the present Contract and the internal dormitory rules.

III. PAYMENT ARRANGEMENTS

5. The accommodation fee per 1 person a month shall be the following:

- 5.1. €
- 5.2. Room No.....

6. KU has the right to change the fees as specified in 5 of the present Contract with no less than 30 (thirty) calendar days prior written notice.

7. The following payment procedure shall be prescribed:

7.1. Before moving in, Resident shall pay:

7.1.1. An advance payment (deposit) of € which shall be counted in the final settlement of accommodation bills under the present Contract; however, KU has the right to non-contentious deduction from the deposit of a sum to compensate the damage inflicted on the dormitory room, the shared-use areas, or the assets in them by Resident or their guests. The advance payment shall be credited toward Resident payments under the Contract in the following order: first, the penalties shall be credited (if any); then the damage shall be compensated (if any); and ultimately, the remaining unpaid accommodation fee shall be covered. Upon having covered all the payments under the present Contract clause, the remaining sum of the advance payment shall be refunded to Resident;

7.1.2. Present to dormitory administrator the payment receipt for the first current month of the accommodation.

7.2. An accommodation fee for the current month shall be paid by Resident before the 20th calendar day of the current month.

7.3. Unless Resident pays a full amount, the settlement shall be carried out in accordance with Art. 6.54 of the Civil Code of the Republic of Lithuania.

8. Resident who fails to pay the fees to KU within the time limits specified in the Contract shall pay the penalty, as specified in 9 of the present Contract, for each day of delay:

8.1. Provided the Contract is terminated prematurely due to Resident's fault, the paid accommodation fee shall not be refundable.

IV. PENALTIES AND DEBT RECOVERY

- 9. In case Resident fails to pay the accommodation fee before the 20th calendar day of the current month or other Contract-related fees within the KU-established time limits, the penalty (0,2% of the amount due) shall be calculated from the day after the payment due date.
- 10. In case of Resident's delay to pay the due fees for 30 (thirty) calendar days, they shall be sent a default notice. Failure to pay within three (3) working days of contribution deducted from the initial deposit.
- 11. In case Resident fails to pay within the time limits specified in the default notice, KU shall choose judicial and /or non-judicial debt recovery measures at its own discretion or through third parties, while Resident shall cover all the debt-recovery related, both judicial and extra-judicials, costs incurred.
- 12. Paying the penalty shall not release Resident from the observance of obligations under the Contract or the elimination of violations.

V. OTHER TERMS

- 13. For Resident's violations of the KU Internal Dormitory Rules, KU can initiate disciplinary sanctions.
- 14. Resident shall understand and know that they can be expelled from the dormitory for repeated violations of the Internal Dormitory Rules.
- 15. Provided Resident and/or their guests damage the furniture, engineering equipment, or other assets of KU, Resident undertakes to cover the damage caused by their or their guests actions in accordance with the KU-provided estimate.
- 16. Resident is prohibited to accommodate family members or other third parties in residential premises or to create conditions for others to use the dormitory room.
- 17. Resident is prohibited to alter the layout of the premises or to perform reconstructive works. Resident may carry out indoor running repairs only with the written consent of KU, however, in any case, the premises improvement costs shall not be refundable.
- 18. The furniture and other assets in the dormitory room shall be transferred to Resident under the Transfer and Acceptance Act which is integral part of the present Contract.
- 19. The party shall, within a reasonable deadline, to inform the other party of the change in its details.

VI. VALIDITY OF THE CONTRACT

- 20. The Contract shall enter into force on the day of its signing and shall be valid until
- 21. This Agreement may be extended:
 - 21.1. Upon application for the summer, thus saving space for the next school year;
 - 21.2. Upon request for summer reservation, thus saving space for the next school year.
- 22. The Contract may be terminated prior to maturity:
 - 22.1. Upon mutual agreement of the parties;
 - 22.2. Unilaterally without going to court, on the initiative of one of the parties, with one month prior written notice;
 - 22.3. Unilaterally without going to court, on Resident's requirement, with 10 (ten) working days prior notice to KU, in case the dormitory room becomes unsuitable for living because of the circumstances beyond Resident's control;
 - 22.4. Unilaterally without going to court, on KU requirement, with 5 (five) working days prior notice to Resident, in case of at least one of the circumstances specified in the provisions of the present Contract;
 - 22.5. On KU requirement, unilaterally without going to court, upon Resident's completion or termination of the studies at KU, or upon the loss of a KU student status in any other way, as well as upon Resident's expulsion from the dormitory in the procedure prescribed by the Internal Dormitory Rules with 3 (three) working days prior written notice.
- 23. In case of natural disaster, KU shall have no obligation to provide Resident with accommodation in other dormitories.
- 24. The terms of the Contract can be amended or supplemented by written agreement between the parties.
- 25. The dispute between the parties under the Contract shall be dealt with in the District Court of Klaipėda City, as prescribed by the law of the Republic of Lithuania.
- 26. The Contract shall be executed in two identical copies, one for each party.
- 27. Appendices to the Contract:
 - 27.1. Appendix No. 13 - "Living quarters (dormitory) transfer-acceptance act".

VII. DETAILS AND SIGNATURES OF THE PARTIES

PEI Klaipėda University
Company code 211951150
H. Manto str. 84, Klaipėda

Resident (name, surname)

(signature)

L.S.