

CONTRACT ON STUDENTS' ACCOMMODATION AT THE DORMITORY

_____ 20____ No. _____
Kaunas

Public institution Kaunas University of Technology (hereinafter – **University**), institution code 111950581, K. Donelaičio str. 73, LT-44249 Kaunas, tel. (8 37) 35 35 28, email bendrabuciai@ktu.lt, represented by _____, acting in accordance with _____, as one party and **student** _____
(name, surname, personal identification code)

(declared place of residence, home (parents') address, home (parent's) tel.; student's tel., student's personal email)

(hereinafter – **Student**), collectively referred to as **Parties**, taking into consideration the **Student's** request of _____
(date)

have made the following contract on accommodation at the dormitory (hereinafter – **Contract**):

1. CONTRACT OBJECT

1.1. University provides Student with a place (-s) of residence at the dormitory's No. _____, located _____ at _____ the _____ address _____,
(full address of the dormitory)

room No. _____, which complies with the data of the room, specified in Room Condition Act provided in the Appendix 1 to this Contract, and Student undertakes to pay a fee for accommodation at the dormitory and other charges specified in the Contract each month.

2. RIGHTS AND DUTIES OF THE PARTIES

2.1. Student undertakes:

2.1.1. To pay to the University's account an advance payment (deposit) for the dormitory under procedure stipulated in the University's legal acts and the Contract;

2.1.2. Not to perform any reorganisation or repair works in the dormitory's premises without the University's written consent;

2.1.3. Not to move to another premises of the dormitory (not to occupy a residential place intended for another resident or a vacant place) without the University's written consent;

2.1.4. Not to rent the University's property entrusted to Student, not to accommodate the third parties, not to obstruct the use of the dormitory's common premises by other students;

2.1.5. To pay a monthly fee for accommodation at the dormitory, indicated in p. 3.2, including charges for additional services at the dormitory, provided under p. 3.6, until the 25th day of the current month at the latest; if Student moves into the dormitory after the 25th day of the month, until the last calendar day of the current month;

2.1.6. To pay administration fee for moving to another dormitory or room, indicated in p. 3.7 of the Contract, when Student moves on his/her own initiative. Movement administration fee shall be paid before signing of the Contract amendment regarding movement;

2.1.7. In case of violation of the Contractual obligations or failure to fulfil the duties, responsibilities or prohibitions specified in the Dormitory's Internal Rules of Procedure (hereinafter – Rules), to be held responsible according to the provisions of the Rules and at the University's request to pay penalties of the amount set by the order of the University's Rector, which correspond to the imposed disciplinary measure (notification, warning, removal from the dormitory) under procedure and in terms set by the order of the University's Rector;

2.1.8. To pay other charges under procedure and in terms set by the University;

2.1.9. To provide compensation to the University for a damage to residential premises or the hall nearby, sanitary unit, kitchen, common areas and/or inventory in the premises, caused by the Student or their guests under procedure set by the University's legal acts;

2.1.10. To provide compensation to the University for a damage to residential premises or the hall nearby, sanitary unit, kitchen, common areas and/or inventory in the premises, caused by the Student (-s) or their guests in equal parts with other Students of the room or room block, when it is impossible to determine which Student caused the damage under procedure set by the University's legal acts;

2.1.11. To provide compensation to the University for a damage to common areas and/or inventory in the premises, caused by the Student (-s) or their guests in equal parts with other users of common areas, when it is impossible to determine which Student caused the damage under procedure set by the University's legal acts;

2.1.12. To compensate for a determined damage during 1 (one) calendar month since the date of the payment receipt for damage compensation;

2.1.13. At the University's request to pay a penalty of 30 EUR (thirty euros) in case of delayed payment of the fees under this Contract for 60 (sixty) calendar days;

2.1.14. To notify University in written about termination of the studies at the University or expulsion from the University during 1 (one) working day;

2.1.15. At the end or termination of the Contract to move out from the dormitory on the date of the end or termination of the Contract under set procedure and transfer an orderly residential place (identified according to Room Condition Act), inventory and room keys to the University against acknowledgement of receipt;

2.1.16. To clean their residential premises, halls nearby, sanitary units and kitchens, to keep order in the premises. To keep order in the common areas cleaned by the University;

2.1.17. To follow the Rules.

2.2. **Student has a right:**

2.2.1. To use household articles and inventory, as specified in the Rules;

2.2.2. To terminate the Contract notifying University about the intended Contract termination at least 5 (five) working days before termination of the Contract;

2.2.3. In case of termination of the studies, to provide University with a written request regarding extension of the Contract;

2.2.4. To improve condition of the dormitory premises or any furniture or inventory therein free of charge, having a written agreement with the Head of the University's Dormitory Group;

2.2.5. To perform other actions specified in the Rules.

2.3. **University undertakes:**

2.3.1. To provide Student with a residential place and inventory according to the characteristics of the rented premises specified in Room Condition Act;

2.3.2. To repair dormitory premises, if possible, and to ensure a constant performance of engineering systems and equipment;

2.3.3. To ensure cleaning of common areas and keeping of order in the dormitory's territory;

2.3.4. To move Student to other residential premises during reconstruction, repair and reorganisation of the dormitory, also due to other reasons, when living at the Student's residential place is impossible.

2.4. **University has a right:**

2.4.1. To change the procedure of accommodation at the residential premises (to change a number of places), without violation of valid requirements of hygiene standards;

2.4.2. To change the prices for accommodation at the dormitory under procedure set by the University's legal acts;

2.4.3. To move a resident from one room to another, also from one dormitory to another during reconstruction, repair or reorganisation of the dormitory, aiming to accommodate first year students together, when students have conflicts, aiming to use the dormitory's premises more rationally, when there is a vacated place in double or triple Student's room and no new student is found during one month and/or he/she refuses to live in double or triple room alone;

2.4.4. To terminate the Contract unilaterally during 7 (seven) calendar days from the date of termination of the Student's studies at the University, removal from the dormitory due to a failure to follow the Rules or expulsion from the University;

2.4.5. If Student or his/her guest that the Student is responsible for violate provisions of the Contract or the Rules, to impose disciplinary measures (notification, warning, removal from the dormitory) according to the provisions of the Rules and to demand penalties from the Student for a failure to fulfil his/her obligations or their improper fulfilment and compensation of the caused damage;

2.4.6. To terminate the Contract unilaterally notifying the Student 7 (seven) calendar days in advance, if Student disagrees with a changed fee for accommodation at the dormitory, according to p. 3.4 and 3.5 of the Contract;

2.4.7. To perform other actions specified in the Rules.

3. FEE FOR ACCOMMODATION AT THE DORMITORY AND OTHER SERVICES PROVIDED AT THE DORMITORY

3.1. Fee for one place of accommodation at the University's dormitory, set under procedure approved by the Rector's order _____ Euro (_____) per month.

3.2. The fee is calculated from _____ till termination or end
(the date of the Student's accommodation at the dormitory/ from specified date)

of this Contract.

3.3. University has a right to change unilaterally the amount of the fee for accommodation at the dormitory and other charges specified in this Contract. University announces changes of the fees online at the address specified in the Contract and University provides Student with a written notification on the changed fee under procedure specified in the Contract.

3.4. If the fee for accommodation at the dormitory is changed during the Contract's validity term, the Contract is amended or supplemented under a written agreement between Student and University. Changed fees are applied to the Student not earlier than 3 (three) months from the date of Student's notification on their change.

3.5. If Student disagrees with a changed fee for accommodation at the dormitory, the Contract is terminated in 3 (three) months from the date of the announcement of fee changes online and Student has to move out from the dormitory in 7 (seven) calendar days from the date of the Contract termination.

3.6. At the Student's request University can provide additional services at the dormitory; a list and prices of those services are approved by the order of the University's Rector.

When signing the Contract Student orders and agrees to pay for the service of provision of bed linen and covers, which price is _____ Euro excluding VAT, VAT is _____ Euro, in total: _____ EUR including VAT.

or

Student does not order these services when signing the Contract.

3.7. If Student moves to another dormitory or room on his/her own initiative more than once in the current school year during the Contract's validity term, a one-off movement administration fee in the amount set by the order of the University's Rector is applied for the second and every other

movement. The first movement in the current school year initiated by the Student and all movements initiated by the University are free of charge. Movement administration fee shall be paid before signing of the Contract amendment regarding movement.

4. GUARANTEE OF DUTIES OF THE STUDENT AND THE UNIVERSITY

4.1. Aiming to reduce the University's risk (possible loss), Parties agree that Student guarantees fulfilment of his/her obligations in 3 (three) working days from the reservation entry in the system, but until the actual accommodation at the dormitory at the latest, by paying an advance payment (deposit) to the University. At the time of signing of the Contract advance payment is _____ Euro (_____).

4.2. If Student moves to another room or there is a negative difference between current and future advance payments during the Contract's validity term, Student shall pay the difference of the advance payment, in case of a positive difference the last paid advance payment remains valid. Advance payment fee shall be paid before signing of the Contract amendment regarding movement.

4.3. Student agrees for the Student's payable amounts to be deducted from the paid advance payment, if Contract was not executed properly (for example, material injury was caused, fee for accommodation at the dormitory was not paid, additional services at the dormitory were not paid for, penalties and other charges set under procedure of the University's legal acts were not paid).

4.4. At the Student's written request, if he/she moves out from the dormitory and terminates the Contract, advance payment or its remaining part is refunded in 30 (thirty) calendar days from the date of receipt of the submitted request to the account of the Lithuania-based bank indicated by the Student, if the Student has fully paid for the dormitory and has no other obligations to the University.

5. NOTIFICATIONS

5.1. During the period of accommodation at the dormitory all information shall be sent only to the Student's email provided by the University; it is considered a proper notification of the Student. After termination or end of this Contract, all notifications, requests, demands and other correspondence provided to the Student is considered duly served, if delivered personally, sent by post or personal email indicated by the Student. Notification sent by any means is considered received on the day it is delivered (if delivered personally), on the day it is served (if sent by post), or on the day it is sent (if sent by email).

5.2. In case of changes in the address of Student's place of residence, email or other details, Student shall notify the Dormitory Group by email bendrabuciai@ktu.lt or a registered letter immediately but in 3 (three) days at the latest and correct the data in KTU Academic Information System. Student is responsible for a failure to notify and/or correct the relevant data in KTU Academic Information System. Student, who fails to notify about the indicated changed on time and make corrections in KTU Academic Information System, loses a right to make claims to the University, related to the receipt of information.

6. OTHER PROVISIONS OF THE CONTRACT

6.1. Contract can be amended, extended or supplemented only by a written agreement between University and Student.

6.2. Contract can be extended, if Student submits a written application regarding extension of the Contract before the end of the Contract.

6.3. Disputes between the Parties that arise during the Contract term are solved in negotiations, and in case of failure to reach agreement – in court according to the place of the University's registered office.

6.4. Student confirms that personal data provided at the time of signing of the Contract is correct. Student is responsible for the loss incurred due to provision of false data.

6.5. In the execution of this contract, the student's personal data are processed following the Regulations for the Processing of Personal Data Used in the Execution and Administration of the Process of Accommodation at the Dormitories of Kaunas University of Technology.

6.6. Contract comes into force from the moment of its signing and is valid during the period of studies at the University.

6.7. Appendix 1 (Room condition act) and Appendix 2 (Information on the processing of the personal data of the residents of the dormitory in the process of accommodation at the dormitory) to the Contract are an integral part of the Contract.

6.8. By signing this Contract the Student confirms that he/she is acquainted with Dormitory's Internal Rules of Procedure and Guidelines for Parking in the Car Parks of the Dormitories of Kaunas University of Technology and undertakes to follow them as well as fulfil all obligations specified in the Contract.

6.9. University's legal acts specified in this Contract (Rector's orders, procedures, descriptions, rules, etc.) and their amendments are publicly announced online <http://bendrabuciai.ktu.edu> and supplement provisions of this Contract. In case there are discrepancies in regulation of the same issues in this Contract and publicly announced legal acts specified in this Contract, provisions of the University's legal acts specified in this Contract and publicly announced online <http://bendrabuciai.ktu.edu> prevail.

6.10. When this Contract comes into force, any previous agreements and/or contracts between the Parties on the same object become invalid.

6.11. Contract is made in two copies having equal legal power, one for each Party.

I am acquainted with Dormitory's Internal Rules of Procedure and Guidelines for Parking in the Car Parks of the Dormitories of Kaunas University of Technology _____
(name, surname, signature)

I am acquainted with the Regulations for the Processing of Personal Data Used in the Execution and Administration of the Process of Accommodation at the Dormitories of Kaunas University of Technology _____
(name, surname, signature)

Public institution Kaunas University of Technology

Student

(position, name, surname, signature)

(name, surname, signature)