

AGREEMENT FOR ACCOMMODATION

_____ No. _____

Kaunas

Vytautas Magnus University (hereinafter - University) represented by Mantas Simanavičius, Director of the Office of Student Affairs, acting pursuant to authority granted by the Rector (Order No. 515 of 01 October 2020) and _____ (hereinafter – Resident), hereinafter referred to collectively as the “Parties” or individually as a “Party“ have entered into the following Agreement for Accommodation (hereinafter – the Agreement) in accordance to the Procedure for University Dormitory Management (hereinafter – Procedure):

I. SUBJECT OF THE AGREEMENT

1. The University undertakes, for the fee referred to in the chapter II of this Agreement, and in accordance with the procedure and conditions laid down herein, to make available to the Resident occupation of **room No.** _____ (hereinafter – Residence) located at _____, _____, for the period indicated in clause 9 of this Agreement. The Resident shall use this Residence for their intended purpose and pay the rent on time and at the tariff specified in the Agreement.

II. PAYMENTS AND ACCOUNTS

2. The tariff of fee for accommodation in the Residence shall be _____. This tariff of fee is approved by order of the Rector and is published on the website <http://accommodation.vdu.lt/>. This tariff of fee includes the payment for utilities and exploitation, related with the Place of Residence.

3. The Resident shall pay the charge for the current month by the 15th (fifteenth) calendar day of the current month.

4. An invoice for accommodation services is created at the beginning of each month and is presented for every resident individually by logging to the appropriate account on <http://accommodation.vdu.lt/>. Invoice shall be paid by following instructions that are described on the site, otherwise, payment will not be accepted.

III. RIGHTS AND DUTIES OF THE PARTIES

5. The Resident has the right:

5.1. to use residential and common areas, appliances and equipment for their intended purpose in accordance to the conditions and period indicated in this Agreement;

5.2. to use the University dormitories' Internet network, if the Resident lives in the University dormitory, after registering at <http://connect.vdu.lt> and using the Resident network code _____

5.3. other rights which are indicated in *Internal Rules of the Dormitories of Vytautas Magnus University* (hereinafter – Rules), Procedure and other internal legal acts of the University.

6. Duties of the Resident:

6.1. By moving into the Place of Residence, the Resident shall make sure that it is clean and orderly, that the University's individual usage inventory and equipment which is granted for the Resident for the period of residence is undamaged, is functioning and is in a condition for safe operation. In case of any observed compliance failure the Resident shall notify the University (Dormitory) administration. All of the complaints on the cleanliness of the Place of Residence, damage or malfunctioning will not be accepted later than 24 hours after accommodation procedures.

6.2. During the period covered by the Agreement the Resident shall use the Residence only for its intended purposes and take care of it as well as of the University equipment, inventory and any other property in the residential and common areas, shall act in compliance with fire-safety regulations and other legal acts and rules related to both the exploitation of the Residence and the common areas in such a way that the condition of the place of Residence would be of the same condition as it was before assigning it to the Resident as much as possible;

6.3. The Resident shall pay the charge for the accommodation in the Residence in time and in accordance with the conditions defined in the Agreement;

6.4. The Resident shall obey the legal requirements of the University (Dormitory) executives;

6.5. The Resident shall personally familiarise with and present the Rules to his/her guests and take responsibility for breaking the rules either personally or by his/her guests in the Place of Residence and common areas;

6.6. In case the Resident breaches the obligations indicated in this Agreement or neglects the duties, responsibilities and prohibitions provided in Rules, he/she shall be responsible for his/her actions in accordance with the Agreement regulations and, on demand of the University, shall pay the penalty which equals forfeit and the amount of which is defined by the Rector's order. The Resident shall compensate the damage experienced by the University through the Resident's or his/her guests' fault, non-compliance or inappropriate compliance with the duties indicated in this Agreement or Rules. The Resident shall also compensate the damage to the third party if it occurred because of the Resident's or his/her guest's fault or negligence.

6.7. The Resident shall not accommodate strangers in the Place of Residence on his/her own will, dispose the University property or otherwise allow them to use the property or the Place of Residence.

7. The University has the right:

7.1. In accordance with the conditions indicated in the Agreement, to impose penalties and require the forfeit and compensation of damage from the Resident for the negligence of or inappropriate treatment of commitments, in case the Resident or his/her guest, which the Resident is responsible for, breach the regulations which are indicated in this Agreement or Rules.

7.2. To move Resident from one room to another or from one dormitory to another, after a prior notification, in case of reconstructing, renovating or restructuring the dormitory, as well as for a rational management of the premises, to achieve energy savings, to develop utilities, in case of conflicts between residents or to ensure the compliance of hygiene standards.

7.3. After a prior notification to the Resident unilaterally change the size of the charge for accommodation and any other fees and conditions related to accommodation, that are determined in the Agreement and internal legal acts of the University.

7.4. Other rights, which are laid down in Rules, Procedure and other internal legal acts of the University.

8. Duties of the University:

- 8.1. To provide the Resident with a tidy Place of Residence;
- 8.2. To assign the property related to accommodation to the Resident, according to the conditions and terms indicated herein;
- 8.3. To remove inventory faults and ensure the operation of engineering systems and other equipment, after timely report of the Resident;
- 8.4. To take care of comfortable life, study and relaxation conditions and the suitable environment for the Resident.

IV. VALIDITY, AMENDMENT AND TERMINATION OF THE AGREEMENT

- 9. This Agreement shall be in force from the date of the Resident’s settlement, which is recorded by the University (Dormitory) executive, and shall be valid _____ or until the day of moving out of the Residence, recorded by the University (Dormitory) administration.
- 10. The Resident has to move out of the Place of Residence by the last day of the validity date of the Agreement, in case of its premature termination, the Resident has to move out of the Place of Residence within the time limit set by University’s Administration.
- 11. The Agreement shall be terminated prematurely:
 - 11.1. Under bilateral agreement of the Parties;
 - 11.2. If the Resident disagrees with the change of accommodation fees or conditions, the Agreement shall be terminated from the date of the changes of accommodation fees or conditions entering into force.
 - 11.3. Unilaterally by one of the Parties having announced this to another Party not less than 5 (five) working days before the termination and indicating the date and reason of the Agreement termination.
 - 11.4. Without additional notice if the Resident is expelled from or terminates the studies at the University or if new circumstances arise, because of which the Resident has no legitimate ground to be in the territory of the Republic of Lithuania;
 - 11.5. In compliance to the court’s decision.
- 12. After the expiry or premature termination of the Agreement and if the Resident does not move out of the room during the set term he/she has to pay the daily fee for every day after the term as a penalty for violating an Agreement for Accommodation, which is 10 (ten) times bigger than the previous daily fee, set in the previous Agreement for Accommodation. If the Resident does not move out, does not free up and does not transfer his/her Residence place to the responsible executives of the University (Dormitory), the University has a right to address law enforcement authorities for forced eviction.
- 13. All written changes, amendments and annexes are inseparable parts of the Agreement, which are in force upon signing them by both Parties.

V. FINAL PROVISIONS

- 14. This Agreement is composed and shall be interpreted according to the law of the Republic of Lithuania.
- 15. If this Agreement and publicly announced internal legal acts of the University regulate the same practices differently, higher power belongs to the provisions of the publicly announced internal legal acts of the University.
- 16. Any dispute arising in connection with this Agreement or related to it is resolved in the local court of the University headquarters following the procedures established by the law of the Republic of Lithuania, unless it is resolved in 14 (fourteen) calendar days in negotiation after one of the Parties makes a claim.
- 17. Upon signing the Agreement, the Resident confirms that he/she is familiar with the Description, Rules and promises to obey them.
- 18. The University’s liability is limited to direct damages.
- 19. The Parties agree that correspondence shall be by email or registered post. Any written notice, warning or other correspondence given to a Party at the address indicated shall be deemed to have been received by that Party 3 (three) Business Days after sending it, or if sent by email, on the next Business Day following the date of sending.
- 20. Upon signing the Agreement, the Resident agrees that:
 - 20.1. for the security purposes he/she would be under video-surveillance in the territory and common areas of the Dormitory;
 - 20.2. his/her personal data would be processed at Vytautas Magnus university (code 111950396, address: K. Donelaičio g. 58, 44248, Kaunas), in order to create favourable accommodation conditions, for accessing to information about accommodation services that are provided by VMU and other purposes related to accommodation.
- 21. This Agreement has been executed in two original copies with equal legal power, one copy for each Party. Both Parties have read the Agreement. The Parties understood its content and consequences and have signed this Agreement as a document, which corresponds to their true will, aims and intentions. Under the agreement between the Parties, the electronic form of the Agreement is treated as a written form.

VI. LEGAL DETAILS AND SIGNATURES OF THE PARTIES

University:
 Vytautas Magnus University
 K. Donelaičio g. 58, LT-44248 Kaunas, Lithuania
 Code 111950396
 Tel.: _____
 Email: _____

Director of the Office of Student Affairs
 Mantas Simanavičius

Resident:

 (name, surname)

 (personal code or birth date)

 (registered address of permanent residence)

 (telephone number and email address)
 _____ (Name, surname) _____ (Signature)

P.S.