

Ben-Gurion University of the Negev

2017 Academic Year

Department of Study: _____
Academic Year: _____

Agreement

This agreement was made and signed in Beer-Sheva on
_____ (day), _____ (month), _____ (year)

Between

Ben-Gurion University of the Negev, Beer-Sheva (hereinafter "the University") on one side,

And

1. Name: _____ I.D.# _____

2. Name: _____ I.D.# _____

Both jointly and separately,

whose permanent residence is:

Street and number: _____

City: _____

Phone: _____

(hereinafter the "tenant and/or student") on the other side:

Since the University has established and/or maintains the student dormitories (hereinafter the "dorms") in order to house students, who will be deemed as eligible to be housed in the dorms, for the period of study or part thereof, and all subject to the sole discretion of the University.

Since the tenant is a student at the University, an application was made including details and statements to be used in the tenant's request to be housed in the University dormitories.

Whereas the University, relying on the details and statements given by the tenant in his request, is willing to grant him accommodation in the dorms.

Therefore it was agreed and stipulated between the parties as follows:

1. The introduction to this agreement constitutes an integral part of the agreement.
2. Subject to the provisions in this agreement, permission has been granted to the tenant to be housed in the dorms:

Apartment _____ # _____ Room # _____
(hereinafter the "dorm").

Accommodation is granted to the student from _____
until of 25.09.2017.

3.
 - a) This agreement does not constitute a rental relationship between the parties, only a client and authority, and without harming the above-mentioned, the tenant declares and acknowledges that this agreement is created between the parties is a relationship similar to that of a guest being allowed to stay in a hotel, pension or a guest-house, and does not give the student any kind of occupation in the dorms.
 - b) Accommodation authorization – the right to use the dorms for residence purposes only, together with another tenant or additional tenants, determined at the sole discretion of the University, with permission to use the furniture and equipment, which is subject to the following.
4. The University may at any time and at its absolute discretion, carry out the following:
 - a) Transfer the tenant from one room to another or from one apartment to another in the same dorms, or transfer the tenant to other dorms and /or move the tenant to a rented apartment and/or any other accommodation, under the same terms and other terms that the University finds suitable, either temporarily or permanently.
 - b) Replace the room-mate of the tenant with any other person.
 - c) Enter the dorm at any time for any purpose, including establishing that the dorm is undamaged, make repairs and changes, replace and/or remove and/or repair furniture and equipment.
 - d) Remove furniture and equipment in the dorm, permanently or temporarily, to replace them, to repair them.
 - e) Instruct the tenant to remove equipment and/or furniture and/or any other item the tenant has put in the dorm, and/or dorms. Forbid use of certain furniture and equipment in the dorms and/or their being brought into the vicinity of the dorms and/or the dorm.
5.
 - a) The tenant undertakes not to bring into vicinity of the dorms and/or dorm firearms of any kind and/or any other dangerous object or item.
 - b) The tenant undertakes not to bring into the dorm heaters and/or air conditioners, with the exception of radiators after prior inspection and approval by the relevant University authority.
 - c) The tenant undertakes not to install antennas and/or reception devices of any kind outside the area of his apartment.
 - d) The tenant undertakes to abide by the rules set by the Dean of Students and/or the person appointed by the University responsible for order and discipline in the dorms.

6. In addition to the above, the tenant acknowledges that the dorm allocated to him in the dorms is a dorm that was vacated by a tenant previously entitled to live there, after the commencement of the Tenant Protection Law (Miscellaneous Provisions 1968) who did not pay to the University any premium or key money in connection with the dorm, and that no law which provides protection to tenants, cannot provide protection to the tenants in the dorms.
7. Accommodation is provided to the tenant **until 25.09.2017** subject to the authority of the University under this agreement to shorten the period or extend it (hereinafter the "agreement term").
8. The right of accommodation included in this agreement, is granted to the tenant only if he is a student at the University and as long as he continues to be a student there.
Ceasing to be a student at the University terminates the accommodation granted by this agreement, and tenant undertakes to vacate the dorms immediately and to continue the payments according to the dates listed in the agreement.
The determination on whether the tenant is a "student" or "has ceased to be a student" rests solely with the University, and its rulings are binding on the tenant.
9. If a couple living in the dorms for couples have ceased to be a couple, both partners will be required to vacate the apartment for couples and move to another apartment found suitable by the dormitory section.
10. **a)** The right to accommodation, included in this agreement, is intended for residential purposes only, and as decided by the University.
b) The right is given to the tenant only and he is not permitted to accommodate another person for any length of time.
c) Subject to the agreement of the other tenants, the University allows the tenant to use the rest rooms, public rooms and passageways in the dorms.
d) The University may at its discretion, without harming clause 4 (b, allow a student or other students to use the dorm together with the tenant, provided that the number of students being put up shall not exceed the number of students determined to be accommodated in the same room according to the dormitory construction plans.
11. **a)** The right to accommodation provided to the tenant under this agreement, is given by relying on the statements and information provided by the student including the application form for accommodation in the dorms and those attached to this agreement as an integral part thereof (hereinafter "information form").
b) The University will examine the student's eligibility in light of information provided by the student and according to criteria at the sole discretion of the University will decide whether to grant dorms to the student. To avoid any doubt, the student agrees that the criteria are confidential and that the University will not be required, under any circumstances to reveal to the tenant and/or any other persons the criteria upon which it operates and/or explain its decisions. The University may from time to time make changes to the criteria at its own discretion.
c) For the purpose of verification and examination of the information and statements provided by the student, the student agrees to give to the University power of attorney that will allow it to contact any person, body, and any authority in order to receive each detail and all information it requires, and the student agrees to sign any document required by the University to verify the information mentioned above.
d) If any of the information provided by the student to the University in any way, including the information form or in his other declarations to the University and/or in the details filled out in the request including every detail and every comment written on the form and in the accompanying letters or appeal against a decision, are found to be false and/or incomplete and/or inadequate and/or incorrect, the University will

be entitled to instruct the tenant to immediately vacate the dorm and/or to instruct him to follow any other provisions in accordance with the circumstances at the discretion of the University, without prejudice to any other right and authority of the University.

e) If during the term of the agreement changes will occur in any detail, given and/or declared by the tenant, including on the information form and/or in the details filled out in the request including every detail and every comment written on the form and in the accompanying letters or appeal against a decision, the tenant is obligated to give notice in writing of the change to the Dean of Students, within seven days of the change.

f) If there is a change in any of the information specified above, whether it has been reported or not, the University is entitled to re-examine the eligibility of the tenant to receive accommodation in the dorms, based on new information, and it shall be entitled to stop immediately eligibility to live in the dorms and to vacate him from the dorms and/or to order him to follow any other requests, including payment of realistic rent as is acceptable in the housing market, from the day of his entry into the dorms until the end of the agreement, depending on the circumstances at the discretion of the University and/or use any other authority of the University.

12. a) Attached to this agreement is a list of equipment and furnishings in the dorm that the tenant can use, subject to the rights of the University under this agreement, and which must be returned to the University in a condition similar to that in which they were received, subject to reasonable wear and tear resulting from prudent and reasonable use. It is prohibited to remove furniture and equipment from the rooms in the dorms.

b) Immediately after receiving a dorm and not any later than seven days after receiving the key, the tenant will inspect the dorm and report to the University any defects and damage in the dorm and in the furniture and equipment within. The tenant acknowledges that failure to report within the time prescribed above shall mean that the dorm and equipment and furniture were given to him in a fit and proper condition and he agrees to return them in a similar condition as outlined above.

c) Contents insurance must be taken out by the tenant himself. The University is not responsible for personal property of the tenant.

13. If the tenant, his guests or representatives, by their own fault and/or not their fault, will cause any damage to any part of the dorms and/or furniture, and/or other equipment in the vicinity of the dorms, the tenant undertakes to repair the damage immediately.

If the tenant does not repair the damage as stated, the University and/or the person responsible for the dorms on behalf of the University will request that the tenant repair the damage and/or a sum of money necessary in their opinion to repair the damage and/or replace damaged furniture and equipment and the tenant must pay all of the amount and/or carry fulfill the request mentioned above within 7 days of demand.

14. The University will pay for and supply gas to apartments where there are gas stoves for cooking. However, the tenant acknowledges and agrees that if he uses more than a reasonable amount of gas, and/or equipment not permitted for use in the dorms, his account will be debited for the full amount for the period where the use was more than the reasonable amount, a reasonable amount being at the discretion of the University.

Electricity charges will be paid by the apartment dwellers in the dorms and will be calculated according to the number of tenants in the apartment relative to the time they lived in the apartment. The charge for water consumption is fixed per month.

- 15.** The University will be responsible for cleaning expenses in public places only, the tenant is responsible for the dorm in which he lives, and also for the shared part of the apartment, this being the living room, kitchen and bathroom. If the tenant, in the opinion of the University, does not maintain a reasonable level of cleanliness, it will be considered a breach of contract and the University may request that the tenant vacate the dorm, and/or instruct him to follow any other provisions under the circumstances.
- 16.** Subject to the following, for permission to stay in the dorms and for other services included in this agreement, the tenant undertakes to pay to the University dorm fees in accordance to those set out in this agreement (hereinafter the "obligation") pursuant to his residence in the dorms and the cost of housing.

In addition to monthly rent, dorm residents will be charged a one-time fee as follows:

a) Security charge 312 NIS, social activities fee 50 NIS, (double for a couple), link to University computer 420 NIS (for tenants who requested permission to use the University computer from their room in the dorms even if they did not use it).

The said sum is in accordance with the above undertaking, obligates the tenant to pay either if he stays in the room or does not stay in the room during the period of the agreement or in part, whether he stayed in the room and whether the agreement expired in its time.

b) The monthly rent will be linked to the Consumer Price Index (CPI) and will be updated every month and/or any other period determined by the University from time to time.

c) The University may change the monthly rent at its sole discretion, and the tenant undertakes to pay the University any amount to be determined in addition to the CPI linkage.

d) The tenant acknowledges that he is aware that if he moves or is moved to a dorm where the monthly rent is higher or lower than that of the dorm on which the rent was based, the rent will be changed accordingly.

- 17.** The tenant undertakes to follow all of the instructions of the University and/or or the person responsible for the dorms on behalf of the University.
In the Dalet Dormitories East Wing: the standing order is that in times of emergency regarding the single apartments with a safe room, the safe room will be used by all the occupants of the apartment and in couples apartments, the safe room will also serve the residents of the adjoining apartment.
- 18.** The tenant cannot use a security lock or a lock within a lock or to lock the dorm in another way unless he has received approval from the person responsible for the dorm, and on condition that he has given the person responsible a spare key. The University is entitled to break open and remove any lock and any other kind of closing device used in contravention of this section, at the expense of the student. The tenant will be responsible to safeguard the lock in his apartment and/or room, and if the lock is broken, the student will have to replace the lock at his own expense in accordance with the standard requirements of the University. Likewise the tenant undertakes to immediately return the key or keys received, to the person responsible of the dorm in which he lives when this agreement expires and in any case where he is asked to vacate the dorms.

- 19.** No tenant may put in his apartment and/or the hallways, bicycles, motorcycles or any other vehicles.
- 20.** No tenant may put in his apartment and/or the hallways any kind of animals.
- 21.** No tenant may transfer from the dorm, from room to room, from apartment to apartment or to remove from the dorm and/or dorm vicinity, any furniture and objects in the dorm and/or apartment that are owned by the University.
- 22.** The tenant must comply with all the regulations of living in student dorms. The University may, at its discretion, make changes to these regulations, and the student will be obligated to follow these changes.

If the tenant violates the agreement or did not fulfill the conditions of this agreement or the dorm regulations or as determined from time to time by the University or the above mentioned obligations, or does not obey these regulations or provisions, specifically maintaining public order, cleaning or has obtained the right of residence in the dorms unlawfully, this agreement shall expire automatically and tenant will be required to leave his room and remove all of his possessions within 7 days of demand.
- 23. a)** At the end of the validity of this agreement, as written in clause 7 above, or at the end of the agreement for any reason prior to or after this date, the tenant will remove all of his possessions from the dorm and will return it, and the furniture and equipment to the University in good condition as when they are received, except for normal and reasonable wear and tear as outlined in clause 12a) above. The removal of equipment includes bicycles and motor vehicles etc., located in the dorm area.

b) If the tenant does not vacate the dorm on time, the University will be permitted, without the need for a court of law, to evacuate the tenant and all his belongings from the dorm, and to store them in another place at the expense of the tenant, and to lock the dorm in any way that will prevent entry by the tenant, disconnect the electricity and water and to carry out any other action with the aim of evacuating him, and the tenant undertakes not to oppose, in any way, the above.

c) It is clarified that the date on which the tenant actually leaves the dorm will be determined solely and finally by the janitor. The janitor shall give the tenant confirmation that he has vacated the dorm only after the tenant has cleaned his room and apartment, has removed his belongings from the dorm and its vicinity, has returned his dorm keys and returned the room and equipment.
- 24.** In the case of the tenant not vacating the dorm on time, the tenant gives irreversible authority and power of attorney to the University and/or the person in charge of the dormitory on its behalf to house another student in his place, and to remove his belongings from the room and to place them somewhere else at the expense of the tenant as they see fit, without them being responsible for loss of belongings or for any damage caused to them.
- 25.** In addition and without prejudice to the rights of the University under the law and/or this agreement and/or the regulations appendix, if the tenant will not leave and/or vacate the room as stated in this agreement, the tenant will pay to the University from that day until his actual leaving usage fees in the amount of NIS 40 per day, in addition to rent.

26. Leaving the dorms during the school year: The student who leaves as a result of an academic decision made by the University will pay agreed compensation 14 days rent starting from the date on which he received the approval to leave the dormitories. A student who discontinues his/her studies due to his own decision and is no longer a student, can find a student who will replace him in the dormitories but the student must be approved in advance by the dormitories office. The student will pay for extra 14 days starting from the date on which he received the approval to leave the dormitories. The replacement student must rent for the dormitories from the date the student left and live in the dormitories until the end of the year. If the student will leave earlier, the tenant must pay until August 6, 2017.

** These dates do not apply to overseas programs students.

27. The parties agree and declare that there is nothing in this agreement that denies, harms or limits the rights and powers of the University, granted to it in any way, including by law and/or by agreement and/or according to University documents, and the University shall be entitled to exercise any power vested in it. Without limiting the above and/or University powers and rights under this agreement, the University shall be entitled to bring about a disciplinary hearing and impose on the student punishments and restrictions according to its discretion and/or any other sanction.

28. To ensure the execution of all of the tenant's obligations under this agreement, the tenant shall deposit with the University a deposit totaling a month's rent which will allow him to move into the dorms, and the University may determine to offset and/or delay the deposit or any part thereof, in the event of the agreement being breached. The University undertakes to return the deposit to the tenant, after the agreement period and upon demonstration that he has fulfilled all the obligations under this agreement, and he will be reimbursed personally by the director of dormitory services.

IN WITNESS WHEREOF the parties were signed:

University: _____

Student: _____