

2020 ACADEMIC YEAR

Studies in Department: _____

Academic year: _____

LODGING PERMISSION AGREEMENT Made and signed in Beer Sheva on _____

Between

Ben-Gurion University of the Negev in Beer Sheva (hereinafter: "**BGU**") of the one part

And:

1. Name: _____ ID No. _____

2. Name: _____ ID No. _____

Both jointly and each one severally,

whose permanent residence is:

Street and number: _____

City: _____

Mobile: _____

(hereinafter: the "**Lodger**" and/or the "**Student**") of the other part

Whereas BGU has built and/or maintains student Dorms (hereinafter: the "**Dorms**") for the purpose of lodging students, who will be deemed eligible to be lodged in the Dorms during the period of studies or part thereof, everything subject to BGU's absolute discretion; and

Whereas the Lodger, as a student of BGU, has submitted an application that includes details and declarations, and in reliance thereon is requesting to lodge in the BGU Dorms; and

Whereas BGU, in reliance on the details and declarations provided by the Lodger in his application, is willing to permit him to lodge in its Dorms.

Therefore, it was agreed and declared between the parties as follows:

1. The preamble to this agreement constitutes an integral part thereof.
2. Subject to the provisions of this Agreement, the Lodger is hereby given permission to lodge in the Dorms: Apartment No. _____ Room No. _____ (hereinafter: the "**Dorm**").

Permission to lodge is hereby given to the Lodger from _____ until September 10, 2020.

For residents who **do not** continue their residence in the Dorms **continuously** from the summer period, the absorption days in the Dorms are October 2-3, 2019. **Rent will be collected starting from October 3, 2019 also for those signing the Residence Agreement in October - November 2019, except for residents who will be entering the Dorms before this date and will be charged from the date of signing the Residence Agreement.**

For students newly admitted to BGU after October 3, 2019, the rent payment will start from the date of signing the Residence Agreement.

The Lodger: _____

3.
 - a. This Agreement does not establish a rental relationship between the parties, but only a permitter and permittee relationship, and without prejudice to the generality of the above, the Lodger declares and acknowledges that this Agreement establishes a relationship between the parties that is similar to permission to lodge in a hotel, boarding house or guest house, and the Lodger is not granted possession of any type or kind in the Dorms.
 - b. Lodging permission means the right to use the Dorm solely for the residential purposes of the Lodger, together with another lodger or other lodgers, to be determined at BGU's sole discretion, and permission to use furniture and equipment, subject to the following provisions.
4. BGU may at any time and at its absolute discretion do the following:
 - a. Transfer the Lodger from one room to another or from one apartment to another in the same Dorms, or transfer the Lodger to other Dorms and/or move him to a rented apartment and/or to any other place of lodging, under the same terms or different terms that BGU shall deem fit, either temporarily or permanently.
 - b. Replace the Lodger's roommates in the Dorm with any other person.
 - c. Enter the Dorm at any time for any purpose, *inter alia*, in order to check that it is in good order, make repairs and changes, replace and/or remove and/or repair furniture and equipment in the Dorm.
 - d. Permanently or temporarily remove items of furniture and equipment in the Dorm, to replace them with others, and to make changes and repairs.
 - e. Instruct the Lodger to remove equipment and/or furniture and/or any other item that the Lodger has brought into the Dorm and/or the Dorms. Prohibit the use of certain equipment and furniture in the Dorms and/or from bringing them into the area of the Dorms and/or Dorm.
5.
 - a. The Lodger undertakes not to bring firearms of any type or kind and/or other dangerous device or item into the area of the Dorms and/or the Dorm.
 - b. The Lodger undertakes not to bring heaters and/or air-conditioners into the Dorm, with the exception of radiators, after prior inspection and approval by the competent authority at BGU.
 - c. The Lodger undertakes not to install antennas and/or reception devices of any kind outside the area of his apartment.
 - d. The Lodger undertakes to abide by the rules and instructions of the Dean of Students and/or the person appointed by BGU as responsible for order and discipline in the Dorms, and the Lodger undertakes to keep his apartment and the public space quiet and clean.
6. In addition to the foregoing, the Lodger declares and acknowledges that the Dorm to be assigned to him in the Dorms is a Dorm that was vacated of any tenant that was entitled to occupy it, following the inception of the Tenant Protection Law (Miscellaneous Provisions that

The Lodger: _____

1968), he has not paid BGU any premium or key money in connection with the Dorm, and that no law protecting tenants will grant the Lodger such protection.

7. Lodging permission is granted to the Lodger until September 10, 2020 at 2 p.m., subject to the authority of BGU under this Agreement to shorten or extend the period (hereinafter: the "**Term of the Agreement**").
8. The lodging permission covered in this Agreement is granted to the Lodger solely due to his being a student at BGU and as long as he continues to be a student at BGU.

If the Lodger ceases to be a student at BGU, the permission under this Agreement shall automatically expire, and the Lodger undertakes to vacate the Dorms immediately and to continue the payments according to the dates listed in the Agreement (as stated in section 26). The determination whether the Lodger is a "student" or "has ceased to be a student" rests solely with BGU, and its determinations are binding on the Lodger.

9. If a couple residing in the Dorms ceases to be a couple, both partners will be required to vacate the couples' apartment and move to another apartment that will be found suitable by the Dorms Unit.
10.
 - a. The lodging permission covered in this Agreement is granted solely for residential purposes, as to be determined by BGU.
 - b. Permission is granted solely to the Lodger, and he may not lodge or accommodate another person for any period of time.
 - c. Subject to the permission of the other lodgers, BGU permits the Lodger to use the bathrooms, public rooms and corridors in the Dorms.
 - d. BGU may, at its discretion, without prejudice to section 4(b), permit a student or other students to use the Dorm together with the Lodger, provided that the number of students who will be lodged does not exceed the set number of students for lodging in that room according to the Dormitory building plans.
11.
 - a. The lodging permission, which is granted to the Lodger under this Agreement, is granted in reliance on the student's declarations and the details that he submitted, including in the Dorm Lodging Application Form, which are attached to this Agreement as an integral part thereof (the "**Personal Details Form**").
 - b. BGU will check the student's eligibility in light of the details submitted by the student and according to criteria that are subject to BGU's sole discretion and in reliance on which BGU will decide whether to grant the student permission to lodge in the Dorms. To dispel any doubt, the student agrees that the criteria are confidential, and BGU will not be required in any event to disclose to the Lodger and/or to any other person the criteria by which it acts and/or explain its decisions. BGU may from time to time change the criteria at its discretion.
 - c. In order to verify and check details and declarations provided by the student, the student hereby gives BGU a power of attorney that will enable it to contact any person, body and authority in order to receive any detail and information it needs, and the student

The Lodger: _____

undertakes to sign any document required by BGU for verifying the aforesaid details, including a waiver of confidentiality form.

- d. If any of the details submitted by the student to BGU in any way, including in the Personal Details Form or in his other declarations to BGU and/or in the details filled out in the application, including any detail and any comment written on the form and in the accompanying letters or in an appeal of the decision, will be found to be incorrect and/or incomplete and/or faulty and/or false, BGU may order the Lodger to immediately vacate the Dorm and/or instruct him otherwise according to the circumstances, at BGU's discretion, without prejudice to any other right and authority of BGU.
 - e. Should there be a change during the Term of the Agreement in any of the details submitted and/or declared by the Lodger, including in the Personal Details Form and/or details filled out in the application, including any detail and comment written on the form and in the accompanying letter or in an appeal of the decision, the Lodger undertakes to notify the Dean of Students in writing of the change within seven days of the day the change took place.
 - f. In the event of a change in any of the aforementioned details, whether or not a notice to this effect was given, BGU shall be entitled to re-examine the student's eligibility to reside in the Dorms, based on the new details, and it shall be entitled to immediately rescind the permission that was granted to the Lodger to lodge in the Dorms and to vacate him from the Dorm and/or give any other instruction, including payment of realistic rent, as is customary in the apartments market, from the date of his entry into the Dorms until the end of the Term of the Agreement, depending on the circumstances at BGU's discretion and/or to exercise any other authority of BGU.
12.
 - a. Attached to this Agreement is a list of the equipment and furniture in the Dorm that the Lodger may use, subject to BGU's rights under this Agreement, and the Lodger must return them to BGU in a condition similar to the one in which he received them, except for reasonable wear and tear stemming from careful and reasonable use. It is prohibited to remove furniture and equipment belonging to the Dorms from the rooms.
 - b. Immediately after receiving the Dorm and no later than one week after receipt of the key, the Lodger will inspect the Dorm and report to BGU of any fault and defect in the Dorm and in the equipment and furniture therein. The Lodger declares that not reporting within the time prescribed above means that the Dorm, the furniture and the equipment were delivered to him in fit and sound condition, and he undertakes to return them in a similar condition as stated above.
 - c. It is up to the Lodger to take out content insurance. BGU is not liable for the Lodger's personal property.
 13. If the Lodger, his guests or representatives acting on his behalf, whether or not they are at fault, cause any damage to any part of the Dorms and/or furniture and/or other equipment in the Dorm area, the Lodger undertakes to repair the damage immediately.

If the Lodger fails to repair said damage, BGU and/or the person in charge of the Dorms on behalf of BGU may request that the Lodger repair the damage and/or pay a sum of money

The Lodger: _____

necessary in their opinion to repair the damage and/or to replace the furniture and equipment that was damaged, and the Lodger must pay any amount and/or do as requested within seven days of the date of the demand.

14. BGU will bear the gas supply expenses in apartments with gas burners for cooking. However, it is hereby declared and agreed that if the Lodger's consumption exceeds reasonable quantities and/or if he used equipment that was not permitted for use in the Dorms, his account will be debited the full amount for the period in which his consumption exceeded reasonable quantities, while reasonable use will be at the discretion of BGU.

The payment of electricity utilities will be borne by the residents of the apartment in the Dorms, and will be calculated according to the number of residents in the apartment relative to the time they resided in the apartment. Monthly payment of water utilities is fixed according to what is published in the price table on the Internet.

15. BGU will bear cleaning expenses in the public spaces only, and the Lodger must see to the cleanliness of the Dorm in which he resides as well as the shared part of the apartment. The shared part of the apartment refers to the living room, kitchen, shower and bathroom. If the Lodger fails to maintain a reasonable standard of cleanliness, in the opinion of BGU, this will be deemed a breach of contract, and BGU may demand that the Lodger vacate the Dorms and/or give any other instruction depending on the circumstances.
16. Subject to what is stated below, in consideration of permission to lodge in the Dorms and in consideration of the rest of the services and usage permissions included in this Agreement, the Lodger undertakes to pay BGU lodging fees pursuant to the undertaking attached to this Agreement and that constitutes an integral part thereof (the "**Undertaking**"), subject to his place of residence in the Dorms and the cost of housing as set out in the table on the website.

In addition to rent, the Dorm residents will also be charged a one-time charge for an individual:

- a. Security surcharge: NIS 366, social activity: NIS 50, connection to BGU's computer network - for residents requesting permission to use it from rooms in the Dorms: NIS 420 - **the applicant will be charged even if no actual connection was made.** A student requesting to disconnect from the BGU computer network at the end of the first semester and gives notification to this effect by the end of February will be credited with half the payment in March.

The Lodger hereby undertakes to pay the said amount according to the above Undertaking, whether or not he resided in this room during the Term of this Agreement or part thereof, whether he stopped residing in the room and whether this Agreement has expired during the term thereof.

- a. The lodging fees will be updated and published periodically to be determined from time to time by BGU.
- b. BGU may change the lodging fees at its sole discretion, and the Lodger undertakes to pay BGU any amount that it shall accordingly determine in addition to linking it to the index, as determined.

The Lodger: _____

- c. The Lodger declares that he is aware that should he move or be moved to Dorms where the rent is higher or lower than the Dorms to which he was assigned, the rent rate will change accordingly.

17. The Lodger undertakes to abide by any and all instructions of BGU and/or the person in charge of the Dorms on behalf of BGU pertaining to the Dorms and his lodging there, and he undertakes to keep his apartment and the public space quiet and clean.

In the Dalet Dorms East Wing: The standing order in an emergency situation for single apartments is that the safe room will be used by all the residents of the apartment, and in couples' apartments the safe room will also serve the residents of the adjacent apartment.

18. **Smoking of any kind is strictly prohibited in the apartments.** Smoking is only allowed in designated smoking areas.
19. The Lodger may not install or hang a security lock or lock within a lock or lock the Dorm in another way unless he has received authorization from the person in charge of the Dorm in the Dorms, and provided that he has given him a spare key. BGU may break open and remove any lock or other closing device that was hung or installed contrary to this clause, and this will be at the student's expense.

The Lodger will be responsible for the integrity of the lock in his apartment and/or his room, and if the lock breaks down, the student will have to replace the lock at his expense in accordance with BGU's standard requirements. Similarly, the Lodger undertakes to immediately return the key or keys he received to the person in charge of the Dorm where he resides at the end of the Term of this Agreement or in any case where he is asked to vacate the Dorms.

20. The Lodger may not cause damage of any kind to the fire/smoke detector installed in the apartment or cover them. In the event that damage is caused, the Lodger will pay BGU the cost of the repair, and the measures available to BGU will be adopted against him.
21. The Lodger may not bring bicycles, motorcycles or any other vehicle into the apartment and/or its hallways.
22. The Lodger may not bring animals of any kind into the apartment and/or rooms and/or hallways. Bringing an assistance puppy into the Dorm is subject to receiving prior written authorization from the Dormitories Unit. Approval will be granted only after the Dormitories Unit receives written consent from the residents of the apartment and the residents of the adjacent apartments.
23. The Lodger may not transfer from the Dorm, move from room to room, from apartment to apartment or remove from the Dorm and/or from the Dorm area any furniture and objects in the Dorm and/or in the apartment that are the possession of BGU.
24. The Lodger must abide by all the provisions of housing regulations in the Student Dorms. BGU may, at its discretion, introduce changes in these regulations, and these changes will be binding on the student. If the Lodger is in breach or has not fulfilled any of the terms of this Agreement or the Student Dormitory Housing Regulations or as will be determined from time to time by BGU or the aforesaid Undertaking or has failed to abide by the regulations or provisions, and

The Lodger: _____

particularly with regard to maintaining public order, cleanliness or has unlawfully obtained the right of residence in the Dorms, this Agreement shall automatically expire, and the Lodger will be required to leave the room and vacate all his belongings within seven days of the demand to do so or at an earlier date - upon BGU's demand if in the opinion of BGU his continued stay in the Dorms constitutes a nuisance and/or danger to the residents.

25. a. At the end of the effective term of this Agreement, as stated in section 7 above, or at upon its termination for any reason whatsoever prior to or after such date, the Lodger will remove all of his belongings from the Dorm and will return it, the furniture and equipment to BGU in good and clean condition as when he received them, apart from reasonable wear and tear as set out in section 12a above.

The removal of equipment includes bicycles, motor vehicles etc. that are located in the Dorm area.

- b. If the Lodger does not vacate the Dorm on time, BGU may vacate the Lodger and any belonging of his from the Dorm, without the need for a court order, and store them in another place at the Lodger's expense, lock the Dorm in any manner that will prevent the Lodger's entry, disconnect the electricity and water to the Dorm and do anything else with the aim of vacating the Lodger, and the Lodger undertakes not to oppose the aforesaid measures in any way.
- c. It is clarified that the date on which the Lodger has in fact vacated the Dorm will solely and finally be determined by the person in charge of the Dorm. The person in charge of the Dorm will give the Lodger confirmation of his vacation of the Dorm only after the Lodger has cleaned his room and apartment, has vacated his belongings from the Dorm and its vicinity, has returned the Dorm keys, and has returned the equipment and the room.
26. If the Lodger fails to vacate the Dorm on time, the Lodger hereby gives permission and an irrevocable power of attorney to BGU and/or to the person in charge of the Dorm and to each of them to seize the room and house another student in his place, remove his belongings from the room and place them in another location at the Lodger's expense, as stated above, as they see fit, without them or either of them being liable for the loss of the belongings or any damage to be caused to them.
27. In addition and without prejudice to the rights of BGU by law and/or by this Agreement and/or the Regulations Appendix, if the Lodger does not leave the room as stated in this Agreement, the Lodger will pay BGU usages fees in addition to rent from that day until the day he actually vacates the room in the amount of NIS 40 per day for an individual.
28. Leaving the Dorms during the academic year: A Lodger who leaves the Dorm due to an academic decision of BGU to discontinue his studies, or if the Lodger has discontinued his studies at his own initiative and ceased to be a student, will be charged rent for 14 extra days from the date of receipt of confirmation of having left the Dorms.

A resident who leaves of his own initiative - Should a lodger be found to replace him, who has been approved by the Dormitories Unit and will continually reside there from the day the

The Lodger: _____

Lodger leaves, the Lodger will be charged for 14 extra days from the date of receipt of confirmation of having left the Dorms. If not, he will pay until August 2, 2020.

29. The parties agree and declare that nothing in this Agreement denies, undermines or limits the rights and powers of BGU vested in it in any way, including by law and/or by agreement and/or according to BGU's documents, and BGU shall be entitled to exercise any power vested in it. Without prejudice to the generality of the aforesaid and/or the powers and rights of BGU under this Agreement, BGU may adopt disciplinary proceedings and impose on the student penalties and restrictions at its discretion and/or implement any other sanction available to it.
30. To ensure the fulfillment of all the Lodger's undertakings under this Agreement, the Lodger shall deposit with BGU before entering the Dorm a deposit in the amount of NIS 1000 for an individual, and BGU may determine to forfeit and/or set off and/or withhold the deposit or part thereof should the Lodger be in breach of this Agreement. BGU undertakes to return the deposit to the Lodger, following the Term of the Agreement and after it has been proven that the Lodger has fulfilled all his undertakings under this Agreement, and he will be personally reimbursed by the person in charge for the Dormitory services.

In Witness Whereof the Parties Have Hereto Set their Hands:

BGU _____

The Lodger: _____