

2016 - 2017

Agreement of Permission

Agreed and signed in Sede Boqer on _____ (day) of _____ (month) _____ (year).

Between

Ben-Gurion University of the Negev, Beersheva (hereinafter "the University") on the one hand

And

Name _____ I.D./passport # _____

Name _____ I.D./passport # _____

Both together, and each separately,

Whose permanent address is:

Cell Phone Number: _____

Email address: _____

(Hereinafter the "Resident and/or the Student") on the other hand:

Whereas, the University built and/or maintains student dormitories (hereinafter "the dormitories") as dwellings for students and academic guests, who are deemed by the University as eligible for these dormitories, during the entire or part of their period of studies, all according to the sole discretion of the University;

And whereas, the dormitory resident, being a student or an academic guest of the University, submitted a request to reside in the University's dormitories, which included details and declarations;

And whereas, the University, basing its decision on such details and declarations submitted by the Resident in his/her request, is willing to allow him/her to reside in its dormitories

It is therefore agreed and declared between the parties as follows:

- 1 The preface to this agreement is an integral part of the agreement.
- 2 In accordance with the stated in this agreement, permission is hereby granted to the Resident to reside in the dormitories:

Apt. No.: _____ (hereinafter "the residence").

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3. A. This agreement does not create a rental relationship between the sides, rather only a relationship of a permission provider and a permission holder, and without undermining the generality of that said above, the Resident declares and admits that this agreement creates a relationship similar to that permission granted to those staying in a hotel, boarding house or guesthouse, and the Resident has no legal claims of any type to the dormitories.
- B. Permission to reside means the right to use the dormitory for the residential needs of the Resident only, whether with another Resident or other Residents, as to be decided solely by the considerations of the University, and the permission to use the furniture and other equipment, as described below.
4. The University is entitled at any time and according to its absolute considerations, to perform the following actions:
- A. To transfer the Resident from one apartment to another, within the same dormitory, or to transfer him/her to another dormitory and/or to transfer him/her to a rented apartment and/or to any other dwelling, whether under the same conditions or other conditions, temporarily or permanently, all according to considerations as seen fit by the University.
- B. To enter the apartment for any purpose, among others in order to check the maintenance status, to perform repairs and changes, to replace and/or remove and/or repair furniture and equipment in the dormitory.
- C. To permanently or temporarily remove any item of furniture or equipment belonging to the University, to replace it by another, to introduce changes and repairs.
- D. To instruct the Resident to remove equipment and/or furniture and/or any other item the Resident may have introduced to the dormitory. To forbid the use of certain equipment and furniture in the dormitory and/or the area of the dormitories.
5. A. The Resident undertakes not to introduce into the area of the dormitories and/or his/her own apartment any type of weapon and/or instrument or any other dangerous item, excluding Residents serving in the military reserve service of the IDF, while in active duty.
- B. The Resident undertakes not to bring into the area of the dormitories and/or dormitory heaters and/or air conditioners, except for electric radiators after they have been approved by a person qualified by the University.
- C. The Resident undertakes to abide by the instructions of the Head of Administration of the Desert Research Institutes and/or whoever has been appointed by the University as responsible for order and discipline in the dormitories.

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6. In addition to the above, the Resident declares and acknowledges that the apartment granted him/her in the dormitories, is an apartment which has no other tenants with rights to the apartment, according to the Protected Tenant Law (1968), that the Resident has not paid the University any premium or down payment for the apartment, and that any law which protects the rights of Residents will not provide protection for the Resident.
7. Permission to live in the dormitories is granted from date _____ until _____; The University, according to this agreement, has the right to shorten or lengthen the renting period (hereinafter "Period of the Agreement").
8. The permission to live in these dormitories according to this agreement is given to the Resident only because he/she is a student or an academic guest of the University, and only as long as he/she remains a student or an academic guest.

Should the Resident no longer be a student or an academic guest of the University, his/her permission to live in the dormitory is ended, and he/she must immediately vacate the premises.

The decision whether the Resident is "a student" or "an academic guest" or is no longer "a student" or "an academic guest" is solely in the hands of the University, and its decision obligates the Resident.

9. If a couple that is renting a "couples" or "family" apartment, ceases to be a couple, any of the Residents who is still a "student" or an "academic guest" will be requested to move to a "singles" apartment. Whoever is no longer a "student" or an "academic guest" will be requested to move out of the dormitories and the "University" is not obligated to provide alternate housing.
10. A. The permission to live in the dormitory, as included in this agreement, is granted for the purposes of inhabitation only, and as approved by the University. The Resident declares that the dormitory will be his/hers principal place of habitation.
B. The permission is granted to the Resident only, and he/she is not permitted to grant living quarters to any other person for any period of time, unless arranged officially and ahead of time with the head of hospitality administration.
- 11.A. The permission to reside granted to the Resident according to this agreement, is granted based on the Resident's declarations and details he or she had given.

B. The University will check the student's and academic guest's eligibility based on the details he or she has provided and according to criteria established solely by the University. Based on these, the University will decide whether to grant the permission to live in the dormitory. In order to remove all doubt, the Resident agrees that these criteria are confidential, and that the University is under no obligation to reveal them either to the Resident or to any other person and/or to explain its decisions. The University is entitled to introduce changes to these criteria from time to time, according to its discretion.

C. In order to verify and check the details and declarations submitted by the Resident, the Resident hereby grants the University authorization to approach any person, body or authority in order to obtain any detail or information it requires, and the Resident undertakes to sign any document required by the University in order to verify such

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details, including a form waiving secrecy, which will allow the University to approach the Motor Vehicles Registration Office in order to obtain any information concerning the Resident.

D. Should any of the details submitted by the Resident to the University, including accompanying letters or appeals of a decision, be found to be incorrect and/or incomplete and/or wrong, the University will be allowed to instruct the Resident to vacate the premises forthwith and/or give the Resident any other instructions according to circumstances according to the University's considerations, without undermining any other right or authority of the University.

E. Should there be any change, during the period of this agreement, in any of the details submitted and/or declared by the Resident, including any accompanying letters or appeal to the decision, the Resident undertakes to inform the Head of Administration of the Desert Research Institutes of these changes in writing, within 7 days of the change.

F. Should there be any change in details as mentioned above, whether or not this change has been reported, the University will be allowed to re-evaluate the Resident's eligibility for dormitories, in accordance with the new details, and it will be allowed to forthwith terminate the permission previously granted to the Resident to live in the dormitories, request the Resident to evacuate and/or give any other instruction, including payment of higher rent, as paid in the relevant open market, from the date of entering the dormitories and until the end of the agreement, in consideration of the circumstances and according to the University's discretion and/or to use any other authority of the University.

12. A. A list of equipment and furniture present in the dormitory is attached to this agreement, and the Resident is permitted to use them, in accord with the University's rights according to this agreement, and the Resident must return them to the University in condition similar to that which he/she received them, except for natural wear-and-tear resulting from careful and reasonable usage. It is forbidden to take any of the furniture or equipment on this list, outside of the apartment unless stated otherwise on the list itself. Any area that is not fully enclosed by walls and roof is not part of the apartment, thus verandas and porches, shaded or not, are not part of the apartment. If any of the furniture or equipment on this list is found outside of the apartment during an inspection and the Resident is present, the Resident will be asked to move them back in. If the Resident is not present or did not move the said item(s) back to the apartment, the said item(s) will be moved by the housing administration, the Resident will receive a written notice in his or her mailbox and will be pay a 50 NIS moving charge together with the next monthly payment.

The Resident may use the veranda or porch of the apartment as long as these areas are maintained reasonably clean and esthetic and without any safety hazards. Should the resident not adhere to these guidelines, the hospitality administration will ask him or her by e-mail to repair the situation within four days. Should the Resident fail to comply with this request within the allotted four days, the housing administration will repair the situation and the Resident will pay 30 NIS together with the nearest monthly payment, for services rendered. Public areas are not to be used for storage. Any junk found in public areas may be disposed off by the housing administration without further notice.

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B. Immediately upon receipt of the dormitory, and not more than three work days after receiving the key, the Resident will examine the apartment and its contents and report to the University any defect or damage in the apartment, and the equipment and furniture therein. The Resident declares that in the absence of such a report within the timeframe mentioned above, he/she acknowledges that the apartment and the furniture and equipment provided for him/her are in good condition, and he/she undertakes to return them in the same condition.

13. The Resident is not permitted to make any changes including application of paint, making holes, running wires or attaching fixtures (such as antennae) without prior written permission from the head of the hospitality administration of the Desert Research Institutes. Should the Resident, his guests or others invited in, cause any kind of damage to any part of the dormitory and/or the furniture and/or any other equipment within the area of the dormitories, the Resident undertakes to repair the damage immediately.

Should the Resident not repair the damage immediately, the University and/or the person responsible for the Dormitories on behalf of the University may demand of the Resident to either repair the damage and/or pay the required sum to repair the damage and/or replace the damaged furniture and equipment, and the Resident shall thereafter pay any amount and/or perform any repair, within 7 days of the request. A Resident who is locked out outside of regular working hours (8:00 to 16:00 on workdays) may use the door opening service provided for such occurrences at a cost of 35 NIS. The charge for duplicating a key will be the actual cost of duplication.

14. The Resident will pay for water and electricity supply.

15. The University will be responsible for cleaning public areas only, and the Resident is responsible for the cleanliness of his/her own dormitory. Should the Resident not maintain a reasonable level of cleanliness, as decided by the University, this will be considered a violation of the agreement, and the University may require immediate eviction of the Resident from the dormitories, and/or instruct the Resident any other instruction, according to the circumstances.

16. A. Following the above, in return for the permission to dwell in the dormitories and any other services and authorizations of use included within this agreement, the Resident undertakes to pay the University a monthly rent payment no later than the 15th of that month. Failing to pay on time without prior notice in writing and without a reasonable cause as deemed by the hospitality administration, will ensue a charge of 10 NIS added to the electricity charges and 20 NIS added to the rent charges.

The Rent will be: NIS _____ per month.

The Resident undertakes to pay the said rent for the entire duration of the period to which this agreement applies, according to the above undertaking, whether or not he/she actually lived in the apartment during the period of this agreement or a portion thereof. If the Resident is evacuated by the University from the dormitories during the period to which this agreement applies, he/she will not be required to pay for the remainder of the period.

B. The rent will be linked to the consumer cost of living index, with the base index being the last one published prior to the signing of this Agreement, updated every month and/or every other period established according to the decisions of the University from time to time.

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C. The University is entitled to change the rent, at its discretion, and the Resident undertakes to pay the University any sum thereby set, and in addition to the index linkage.

D. The Resident declares that he/she knows that should they transfer or be transferred to an apartment where the rent is either higher or lower than the current apartment, the Resident will pay the changed rent accordingly. Such moves that are requested by the hospitality administration are free of any moving charges. Moves from one apartment to another that are due to change in status as deemed by the hospitality administration (e.g. a couple moving from a singles to a couple's apartment) are inherently considered as a request by the hospitality administration and will be without moving charges even when the request is made by the Resident(s).

17. The Resident is bound by this agreement in its entirety even if another body pays the rent, fully or in part. If this other body decides, for any reason, to discontinue the rent payment or part of it, the Resident is obligated to pay the sum necessary to fulfill the rent amount as stipulated above. Failing to do will be considered a breach of this agreement and the University will be allowed to instruct the Resident to vacate the premises forthwith and/or give the Resident any other instructions according to circumstances according to the University's considerations, without undermining any other right or authority of the University.

18. The Resident is not permitted to permanently affix or hang a security lock or lock-within-a-lock or otherwise close the apartment. The University is entitled to take apart and remove any lock or other closure that was hung or attached against the instructions of this clause, at the Resident's expense. The Resident will be responsible to maintain the lock in his/hers apartment in working order and if the lock malfunctions, the Resident will be charged for the replacement of the lock with a lock of the same standard and series.

In addition, the Resident must immediately return the key or keys received from the University and all duplicates, at the end of this agreement, and in any case when he/she is requested to vacate the dormitory.

19. The Resident may not bring bicycles, motorbikes, motorcycles or any other vehicle into the apartment or the hallways. Bicycles will be placed outside the apartments only.

20. The Resident may not bring any kind of pet or animal into the apartment or any part of the campus nor may the Resident keep or assist in keeping any kind of pet or animal on campus .

21. The Resident may not remove from the apartment, any of the furniture and equipment, which are in the dormitories and belong to the University nor move from one apartment to another.

22. The Resident is obligated to follow the rules and regulations that the University issues and makes known from time to time. The University has the right, at its own discretion, to introduce changes in these rules and the Resident will be obligated to adhere to these changes as well.

Should the Resident infringe or not fulfill any of the said rules and regulations, or if the Resident breaks any of the rules set therein, and in particular maintaining public order, cleanliness, or if he/she obtained the right to live in the dormitories not in accordance with

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the rules, the Resident will be obligated to leave the dormitory, with all his/hers belongings, within 7 days of the request to leave.

23.A. At the termination of this Agreement, in accordance with Clause 7 above, or if this agreement is terminated either before or after the said date, for whatever reasons, the Resident will evacuate the premises completely, and return the furniture and equipment to the University in the good and clean condition they were received, except for reasonable usage, as mentioned in Clause 12A above. This includes the removal of all equipment not belonging to the University, such as bicycles, motorized vehicles, etc. which may be in any area of the University including the Dormitories.

B. Should the Resident not evacuate the dormitories on time, the University will be entitled, without the need for the involvement court of law, to evict the Resident and all his belongings from the dormitory, and store the belongings at another location at the Resident's expense, lock the dormitory in any way which will prevent the entrance of the Resident, cut off the electricity and water supplies to the dormitory, and perform any other action with the purpose of removing the Resident from the premises and the Resident undertakes not to oppose any of these actions, in any way.

C. To add clarity, the time that the Resident is considered to have vacated the premises will be decided by the head of the hospitality administration and only after the Resident has evacuated his/her belongings from the apartment and the dormitories and has returned all University equipment, including the apartment key. As long as these obligations are not fulfilled, the Resident will continue to pay rent and all other expenses according to this agreement. The recognition that the Resident has fulfilled all these required obligations is indicated by the signature of hospitality administration on the Departure Form.

24. In any case where the Resident does not evacuate the dormitory on time, the Resident hereby grants the University and/or its representative, authorization to seize the dormitory and place in it another Resident, and to remove the belongings to a different location at the Resident's expense, as the University sees fit without the University and its representative or each one of them, being liable for the loss or damage to the belongings.

25. In addition and without impinging on any rights the University has by law and/or according to this agreement and/or the Regulations the University will issue, should the Resident not leave and/or empty the apartment according to this Agreement, he/she will pay the University from that day and until the apartment is cleared, usage pay of 20 NIS per day per person, in addition to the rent.

26. A Resident who leaves of his/her own volition, before the end of this agreement, will give the head of the housing administration one month's notice by e-mail or otherwise pay agreed compensation equivalent to an additional month's rent, beyond the duration of his/her stay.

27. The Parties agree and declare that there is nothing in this agreement to negate, harm or limit the rights and authorities of the University, granted by any law including by law and/or by agreement and/or University documents, and the University will be authorized to use all such authorities.

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Without infringing on the generality of the above and/or authorities of the University according to this agreement, the University will be allowed to hold disciplinary hearings and place fines and limitations on the Resident, or other sanctions, as it sees fit.

28. In addition and without impinging on any rights the University has, and in order to facilitate the meeting of all obligations by the Resident, the Resident according to this agreement will deposit with the University upon entrance to the dormitories, a deposit amounting to one month's rent, and the University will be entitled to decide not to return that entire deposit or part of it, should the Resident break any part of this agreement. Without infringing on the generality of the above, if the Resident has not paid for the repair of damages as described in this agreement, The University is entitled to debit money from this deposit for any damage done to the dormitory or its contents such as furniture, or to pay for services required to fix or clean said damage caused by the Resident. Similarly, if a Resident leaves of his/her own volition, before the end of this agreement, without due notice, as described in this agreement, or has incurred debts by not paying the rent and other payments according to this agreement in full, the University is entitled to debit money from this deposit to pay for the entire required notice period or part of it, or pay the debts incurred, as it sees fit. The University is obligated to return the deposit after the "period of agreement" has ended and after the Resident has clearly shown that he/she kept all their obligations according to this agreement.

29. The resident declares that the apartment is his/her primary living quarters

As evidence, both parties have signed this agreement:

The University

The Resident(s)