

AGREEMENT FOR LONG-TERM ACCOMMODATION IN THE DORMITORY

____ (month) ____ (day), ____ (year), 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. 216 dated 27 April 2011), and

(name, surname, study cycle, faculty, study year)

(**hereinafter – Student**), hereinafter referred to collectively as the “**Parties**” or individually as a “**Party**” have entered into the following Agreement for Long-term Accommodation in the University Dormitory (**hereinafter – the Agreement**) in accordance to the Procedure for University Dormitory Allocation and Management (**hereinafter – Procedure**):

I. SUBJECT OF THE AGREEMENT

1. The University shall make available to the Student, in accordance with the procedure and charge laid down herein, temporary occupation of room No. at Dormitory No. 2 located at Vytauto Av., bldg. 71 (**hereinafter – Residence**). The Student shall use this Residence with care for their intended purpose and pay the rent indicated in the Agreement.

II. PAYMENTS AND ACCOUNTS

- Monthly payment for accommodation in the dormitory shall be LTL ____ ((amount in words) litas). Other services (utilities, exploitation and other taxes) related to the property are included into this payment, except taxes for additional services.
- The tax is counted from the Student's accommodation in the dormitory to the termination or expiration of this Agreement and transfer of the Residence in compliance to the Clause 11 of the Agreement.
- Terms of payment for accommodation:
 - If the Student moves into the Residence by the 15th (fifteenth) calendar day of the current month (inclusive), he/she shall pay the rent for the current month at a rate specified in Clause 2 hereinabove. The same applies if the Student moves out of the designated place of Residence after the 15th (fifteenth) calendar day of the current month;
 - If the Student moves into the Residence after the 15th (fifteenth) calendar day of the current month, he/she shall pay 1/2 of the rent for the current month at a rate specified in Clause 2 hereinabove. The same applies if the Student moves out of the designated place of Residence before the 15th (fifteenth) calendar day of the current month;
 - Rent for each subsequent month shall be paid in advance, i.e. by the 10th (tenth) calendar day of the current month;
 - The Student shall transfer the rent to the University's account No. LT04 7044 0600 0284 8625 with SEB bankas by indicating *Mokestis už apgyvendinimą bendrabutyje (Payment for accommodation in the dormitory)*. If the payment is paid from another account, then it is necessary to indicate Student's name and surname.

III. RIGHTS AND DUTIES OF THE PARTIES

- The Student has the right:
 - to use residential and common areas, sanitary appliances and equipment for their intended purpose;
 - to have other rights indicated in the Internal Rules of the University Dormitory (**hereinafter Rules**), Procedure and other internal legal acts of the University.
- Duties of the Student:
 - The Student shall use the residents only for its intended purpose and take care of it as well as of the University equipment, inventory and any other property of the Residence, comply with fire-safety regulations and other legal acts and rules related to exploitation of the Residence in such a way that the condition of the Residence would be as much of the same condition as it was before assigning to the Student;
 - The student shall use residential and common areas, sanitary appliances, equipment and other property of the dormitory in a careful manner, comply with fire-safety regulations and other legal acts and rules related to exploitation of the building and common areas;
 - Comply with legal requirements of the dormitory or University administration;
 - Be responsible for their own and their guests' behavior in the dormitory;
 - Pay the monthly fee for living in the dormitory in time and in accordance with the procedure defined in the Agreement;
 - Compensate all damage experienced by the University through the Student or his/her guests' fault, non-compliance or inappropriate compliance of duties. The Student also has to compensate the damage to the third party if it occurred because of the Student or his/her guest's guilt or negligence.
 - Introduce the guests with the rules and comply with them himself/herself; breaking them or this Agreement causes responsibility in accordance to the clauses of the Procedure.
- Rights of the University:
 - In accordance to the conditions indicated in the Agreement, when the Students does not pay the accommodation in the dormitory payment or breaks the provisions of this Agreement or Rules, the University can impose penalties and/or require to compensate the damage;
 - The University has other rights indicated in the Rules, provisions of the Procedure and other internal legal acts of the University.
- Duties of the University:
 - To provide the Student with a tidy Residence;
 - To renovate the property, equipment, inventory under the need and ensure the operation of engineering system and other equipment;
 - To provide and periodically change the bedclothes;
 - To take care of comfortable life, study and relaxation conditions and the environment suitable for this.

IV. VALIDITY, AMENDMENT AND TERMINATION OF THE AGREEMENT

- This Agreement shall be in force from signing it and is valid until complete or suitable fulfillment of the liabilities of the Parties as indicated in the Agreement, unless it is terminated by the Parties prematurely due to circumstances indicated in the Agreement or other legal acts.
- The Residence is provided from month/day/year to month/day/year. Accommodation term is counted from the day of moving in to the Residence recorded by the dormitory administration and finished on the day of moving out of the Residence recorded by the dormitory administration.
- After expiration of the Agreement or its termination prematurely, the Student has to move from the residence in 2 (two) days; after termination of studies or expelling from the University, the Student has to move from the residence in 5 (five) days and dispose it to the administration of the dormitory. If the Student does not move from the room during this term, he/she acquires a University guest status and pays the University a payment indicated for a university guest for each day.
- All written changes, amendments and annexes are inseparable parts of the Agreement, which are in force since signing them by both Parties.
- The Agreement can be terminated prematurely by:
 - Bilateral agreement of the Parties;
 - Unilaterally by one of the Parties announcing this to another Party not less than 5 (five) working days and indicating the date and reason of Agreement termination. This clause is applied by the University when the provisions of this Agreement, Rules or other internal legal acts are broken, as well as in other exceptional cases;
 - The Agreement shall be terminated without further notice if the Student is expelled or terminates the studies at the University;
 - In compliance to the court decision.
- After the expiry or premature termination of the Agreement, the Student is moved from the residence in accordance to the Civil Code of the Republic of Lithuania without providing him/her with another Residence.

V. FINAL PROVISIONS

- This Agreement is composed and shall be interpreted according to the law of the Republic of Lithuania.
- Any dispute arising in connection with this Agreement or related to it is resolved in procedures established by law of the Republic of Lithuania, if it is not resolved in 14 (fourteen) days in negotiation after one of the Parties lays a claim.
- While signing the Agreement, the Student confirms that he/she is familiar with the Rules and promises to obey them.
- This Agreement has been executed in two counterpart copies in the English language, one copy for each Party.
- Both Parties have read the Agreement. The Parties understand its contents and consequences and have signed this Agreement as a document, which corresponds to their real will, aims and needs.

VI. LEGAL DETAILS OF THE PARTIES AND SIGNATURES

Vytautas Magnus University
Code 111950396
VAT identifier LT119503917
K. Donelaičio St. 58, LT-44248
Tel./fax : (8 37) 327 977
E-mail: srt@adm.vdu.lt
Account No. LT04 7044 0600 0284 8625 with AB SEB bankas
Bank code 70440

Director of the Office of Student Affairs
Mantas Simanavičius

Student:

(name, surname)

(personal code or birth date)

(address of living place)

(telephone number and email)

Student _____
(name, surname)

(signature)