



Mode lease contract

Lease agreement for a student room

BETWEEN THE UNDERSIGNING PARTIES:

Lessor on the one hand : Last name : first name :

Residing in (street and nr.):

Postal code: Town :

Telephone : Cell phone :

e-mail:

Lessee on the other hand : Last name : first name :

Residing in chief place of residence (street and nr.)

Postal code: Town :

Telephone : Cell phone :

e-mail:

Place and date of birth :

Population registry number:

Number ID card / passport number:

Student at educational institute:

Year and type of studies :

The lessee declares that the room, studio* or apartment* he/she leases is his*/her* second place of residence.*

IS AGREED AS FOLLOWS:

Art. 1: Description of the Leased Property

The lessor undertakes to lease to the lessee, who accepts, a non*/furnished room*, studio*, apartment*, located in (town and postal code)

.....
(street)

.....
Located at the front* /back* of the building on the floor*/ground floor* with room number, intended as student residence.

Included in the lease price *:

The lessee has to his disposal:

- a. Furniture: bed and mattress / desk / table/ chair(s) / sofa / book cupboard / clothing cupboard/ other furniture:
.....
- b. Sanitary installation: - in the room: hot and cold running water
in the room / common space*: use of bath/ shower
in the room / common space*: use of toilet
- c. Cooking equipment: only for coffee / full meals /allowed in the room / in the common kitchen area / elsewhere:
- d. Common areas: yes / no
- e. Place to park a bike* / car*: yes / no
- f. Heating: central heating / gas radiator / electrical heating / heating oil
- g. Other:

Art. 2: Duration

The lease period will be:

- 10 months* with the possibility to prolong for 1 or 2 months if the student has to re-sit some of his exams in the second examination period and this at the same conditions (rental price and possible additional costs) as described in Art. 3.
- 12 months*
- ...months*

and will start on and end on

The provisions of the Civil Code with regard to a tacit renewal of the lease agreement do not apply.

Art. 3: Price

The lease price is Euros per month. The lease price and the possible monthly additional costs must be paid before the fifth calendar day of each month in question.

The lessor is required to provide proof of payment, except if the money is paid into account number:

.....

The following is included in this price *:

- The lease of a room, studio or apartment
- The supply of water
- The supply of electricity for standard illumination, (alarm clock) radio, razor, hair dryer, computer,
.....
- The heating costs (gas, electricity, heating oil)
- If applicable, the energy use of the common areas
- If applicable, the cleaning costs of the common areas
- If applicable, use of a bicycle storage location
- Internet supply
- Fire insurance
- Other:.....

The following is not included in this price *:

- The costs related to utility services such as water*/gas*/electricity*/others*..... are fixed at
..... euro per month to be paid as a lump sum/in advance*.

Additional costs:

- cleaning of leased property: Euros per
- internet: Euros per
- Other: Euros per

Arrangements with respect to the payment of the balance:

Points of time on which the lessor makes receipts of the actual costs:

The lessor has to prove these receipt(s) with the meter positions and the invoice. The receipts and the documentary evidence will be given to the lessee. If the lessee has to pay a balance, this has to be done within 30 calendar days upon receipt of the bill on the account number of the lessor. If it proves that the lessee has paid too much, the lessor has to reimburse within 30 calendar days the balance on account number of the lessee on above-mentioned date.

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Pink copy intended for lessor
Yellow copy intended for the Ghent University
Blue copy intended for registration*

Meter position at the start of the lease agreement:

Water: Gas: Electricity:.....

Art. 4: Deposit

The deposit amount, payable at the start of the lease, will be equal to one month's rent i.e. Euros and may only be used to compensate for damage to the leased property inflicted by the lessee or by third parties whom the lessee allowed access to the leased property. The lessee may never consider the amount paid as deposit as rent.

The deposit or its balance is returned to the lessee when the lessee gives back the key, and this no later than on the last day of the lease agreement. The repayment will occur by means of cash payment or transfer into account number: within eight days after the end of the lease agreement or after the final date of the 'prolonged' period (cfr. Art. 2), even if the deposit has been paid on an individual account.

Art. 5: Additional Stipulations

.....
.....

Both parties state they agree with the general stipulations mentioned on the backside of this lease agreement. Drafted in (location), on (date) in four copies, each party recognises that they have received one copy, the yellow copy is destined for the Ghent University, the blue copy is destined for the Registration Office.

The lessor
The lessee
The lessee's legal representative **

Art. 6: Use of the Leased Property

The lessee may only use the property for personal purposes.

Subletting or transferring the lease is not allowed, except with the lessor's explicit written approval. Subletting will be authorized if, among other cases, the student is required to reside elsewhere as the result of an on-the-job training or student exchange programme, etc.

Art. 7: Termination of the Lease

Both parties may terminate this lease agreement unilaterally for 30 calendar days following the date it enters into force, by sending a one-month notice of termination. In case of unilateral termination of the lease

agreement, one month's rent will be paid as compensation for the damages, in accordance with Art. 3. The notice period starts on the first day of the calendar month following the written notice.

In the following cases, the lessee is allowed to terminate the lease without having to pay damages:

- If one month's notice is given via a registered letter in case of:
 - early termination of the studies, as confirmed by a 'proof of deregistration' from the educational institute.
 - death of one of the parents.
- If one month's notice is given, the lease agreement may be terminated if a new lessee can be found, who is expressly accepted by the lessor. The term of notice starts on the first day of the next monthly lease period.

The lease agreement is terminated, without notice period, upon the lessee's death.

The lease agreement will end on the date stipulated under art. 2.

Upon termination of the lease agreement, the keys must be handed back to the lessor and the room must have been completely emptied out.

If the lease period is extended in accordance with Art. 2 of the lease agreement, the lessee and lessor will need to come to a written agreement on emptying out the room*, studio* or apartment* and handing back the keys.

If a new lease agreement is signed between both parties for the next academic year, the parties will also reach a mutual written agreement about emptying out the room to a certain degree and when the keys will be handed in/transferred.

The lessor must make the necessary arrangements to come and collect the key.

The rent will only remain payable if the lessor's written reminders to the lessee have been to no avail.

The lessee is allowed to use the property during weekends and holiday periods for the duration of the lease agreement.

Upon termination of the lease agreement, the keys must be returned to the lessor 'in exchange of a dated receipt'.

Art. 8: Rights and Obligations of Lessee and Lessor

For the division of the parties' obligations related to maintenance and repair, the parties state that they will follow the Civil Code's guidance.

The lessee undertakes to return the property at the end of the lease period in the same come condition as at the start of the lease agreement. Moreover, the lessee will immediately inform the lessor in case of damage or possible damage. The lessee is responsible for all damage inflicted by him/herself or by any people to whom he has granted access to the property, in as much as the damage is not the consequence of normal use. The lessee is held jointly and severally responsible for his/her share of the damage to common areas of the house, but only if the culprit cannot be identified.

The lessee undertakes:

- To allow the cleaning staff access to the room, if the cleaning is conducted at the lessor's expense.
- To allow the lessor access to the leased property in case of emergency and/or in consultation with and in the presence of the lessee.
- To refrain from any actions that could disrupt the peace of the fellow occupants or neighbours. These

actions include actions committed by the lessee and by persons whom the lessee has allowed to enter the building.

The lessor undertakes:

- To decorate the room in such a way as to allow for sufficient light and air to come in and to provide sound insulation.
- To properly maintain the heating appliances (heating appliances that do not allow for the burnt gases to be ventilated outside of the building are not allowed).
- To ensure that the room has a minimum temperature of 18° between 7AM and midnight and of 13° between midnight and 7AM.
- To respect the student's privacy.

Art. 9: Description of the Leased Property

No later than in the first 15 days following the actual use of the leased property and in case of major changes to the leased property during the lease period, will a detailed description of the leased property be drawn up, in the presence of both parties and at their joint expense. In case of refusal, the interested party may refer to the Justice of the Peace. The same procedure will apply at the end of the lease period.

If there is no description available, the lessee, subject to proof of the contrary, is deemed to have received the property in the same condition as he/she now leaves it.

Art. 10: Renovation Works

The lessor is not allowed to carry out renovation works/changes to the leased property in the study and exam period. The same applies to the lessee. The renovation or change works requested must be clearly described.

Art. 11: Fire Insurance

For all housing units which fall under this agreement, UGent has arranged a collective insurance against fire, explosions and water damage, but only if one copy (per housing unit) reaches the Housing Department of UGent in time. In time means at the latest at October 31st if the lease agreement was signed between June 15th and October 15th or within 14 days after the starting date of the lease agreement which was signed between October 16th and June 30th. The lessor is the responsible person to hand in the lease agreement on time.

The lessee's personal possessions are not covered.

These insurance policies are taken out to cover the lessee's liability for students enrolled in: Universiteit Gent, HoGent, Arteveldehogeschool, KaHo Sint-Lieven, and Luca Campus Gent.

Art. 12: Registration and other Fiscal Obligations

The costs related to the leased property, the future taxes, fees and the like, except for municipal taxes, are fully borne by the lessor.

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The lessor is obliged to have the lease agreement registered. The lessee can, if he wants, also ask for the registration of the agreement. Any costs related to the non-timely registration of the lease agreement are also fully borne by the lessor.

Art. 13: Sale of the Leased Property

The lessor undertakes to inform the lessee via registered letter in case of a sale of the leased property. The lessee will allow the leased property to be viewed in full on two week nights, to be determined at a later stage.

Art. 14: Mediation – Disputes

Both parties undertake to inform the Housing Department of the educational institute, in case of disputes regarding the interpretation, implementation or termination of this lease agreement before taking the matter up with the Justice of the Peace.

Only the Justices of the Peace located in Ghent are authorized to rule over disputes regarding this lease agreement.

Art. 15: General Conditions

For all cases not provided for under this agreement, both parties are referred to the applicable legislation. If there are internal rules in place, the lessee is required to behave in accordance with those rules, on the condition that lessee was able to familiarise himself with those rules prior to signing the lease agreement and that these rules do not contradict the lease agreement.

* *Strike out what does not apply*

** *Only required if student is still a minor at the start of the lease agreement*

Kotatgent is a realisation of:

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