

APPROVED

By Rector's decree No 2-3/204 of 08.07.2015.

**RĪGA STRADIŅŠ UNIVERSITY STUDENTS' HOSTEL  
ACCOMMODATION LEASE AGREEMENT No. \_\_\_\_\_**

\_\_\_\_\_, \_\_\_\_\_ 20\_\_, Riga

The Director of the Students' Hostel of **Rīga Stradiņš University** \_\_\_\_\_, acting in compliance with the RSU Rector's decree No. \_\_\_\_\_ issued on \_\_\_\_\_, hereinafter referred to as - the "Lessor", on one side, and

\_\_\_\_\_,  
personal identity number \_\_\_\_\_, hereinafter referred to as - the "Lessee", on the other side, together hereinafter referred to as – the Parties, hereby enter into a lease agreement, hereinafter referred to as - the Agreement, under the following terms:

**1. Subject of the Agreement.**

- 1.1. The Lessor shall hand over for lease purposes and the Lessee shall take over a single bedspace - part of the room No \_\_\_\_ - or a room No \_\_\_\_\_ (total space \_\_\_\_ m<sup>2</sup>) and \_\_\_\_\_ bedspace(s) at the Student Hostel of Rīga Stradiņš University, on Dārza iela 5\_\_, Riga, hereinafter referred to as – Premises. The dwelling space and the auxiliary premises shall be handed over to the Lessee as of the moment of signing this Agreement.
- 1.2. The Premises shall be handed over to the Lessee for dwelling, recreation and hygiene purposes.
- 1.3. The Premises shall be provided with central heating, municipal water supply, sewerage net, hot water, electricity. The Lessee shall have the right to use the Premises, as well as the premises for communal use, and shall have the right to use the existing electric or gas stove for food preparation, should any said appliances be available.

**2. Procedure for Payment**

- 2.1. The Rental fee shall be determined in compliance with the Lessor's decree No.5-1/207/2017 of 12 October 2017, and the sum shall be \_\_\_\_\_ EUR (\_\_\_\_\_ euros) per calendar month, hereinafter referred to as – the Rental fee.
- 2.2. Said Rental fee shall include the costs for maintenance and management of the Premises, as well as the utility costs and costs for other services.
- 2.3. The Lessee shall make bank transfer payments to the bank account of the Lessor identified in this Agreement, once per month before the 10th (tenth) day of the month, upon receipt of the Lessor's invoice.
- 2.4. The Lessor shall have the right to unilaterally change the Rental fee, providing 1 (one) month prior notice to the Lessee.
- 2.5. The Lessee shall pay the Rental fee for the first month and a Security deposit before the day of signing the present Agreement by bank transfer to the bank account of the Lessor specified in the present Agreement. The amount of the Security deposit shall be determined in conformity with the Lessor's decree No 5-1/207/2017 of 12 October 2017 and shall amount to \_\_\_\_\_ EUR (\_\_\_\_\_ euros).
- 2.6. Upon expiration of the Agreement the Lessor shall pay to the Lessee the Security deposit, provided that the Lessee has met his/her liabilities and has handed over to the Lessor the Premises in good condition; the act of delivery and acceptance shall be drawn and mutually signed thereupon.
- 2.7. To receive the Security deposit back, the Lessee shall fill in an Exit questionnaire and submit it to the Lessor alongside with a written application on the repayment of the Security deposit.
- 2.8. In the event of delayed contractual payments, the Lessee shall pay to the Lessor a penalty charge in the amount of 0,5% of the unpaid sum for each delay day, and the Lessor thereby

shall have the right to unilaterally terminate the present Agreement, retaining the rights of contractual penalty. Settling a payment of contractual penalty shall not exempt the Parties from meeting other contractual liabilities.

- 2.9. Any payment resultant from the present Agreement shall be deemed received upon receipt of the money in the Lessor's bank account identified in the present Agreement.

### **3. Duration of the Lease Agreement**

- 3.1. The present Agreement shall enter into force on \_\_\_\_\_ 2018 and shall remain in full force and effect until \_\_\_\_\_.
- 3.2. After expiration of the present Agreement the Parties may agree in writing to prolong the present Agreement.

### **4. Liabilities of the Lessee**

- 4.1. The Lessee undertakes to:
- 4.1.1. use the Premises in compliance with the purpose of their use and pursuant to the contractual provisions;
  - 4.1.2. carry out payments in full amount and in due time as set forth in the present Agreement;
  - 4.1.3. keep the Premises in good order, adhere to general requirements of tidiness and hygiene;
  - 4.1.4. not to carry out repair and re-planning of the Premises and the premises for communal use; not to use additional electric heating appliances;
  - 4.1.5. to vacate the Premises upon expiration of the present Agreement on the last day of its validity before 12.00 pm, and to hand over the Premises to the Lessor in good condition and by signing the act of delivery and acceptance. In the event the Lessee fails to vacate the Premises within 5 (five) business days after expiration of the Agreement or fails to hand over the Premises to the Lessor, the belongings remaining within the Premises shall be deemed abandoned and the Lessor shall have the right to use them according to one's own discretion, as well as shall have the right to enter the Premises without the presence of the Lessee;
  - 4.1.6. not to hinder the Lessor from accessing the common networks (shafts) and wall constructions of the Premises in order to carry out inspection of appliances and measuring devices and ensure their proper functioning;
  - 4.1.7. immediately inform the Lessor or a specified rescue service on emergency occurrence in the Premises;
  - 4.1.8. to ensure an opportunity for the persons authorized by the Lessor or for the Lessor's employees to access the Premises in the event of network emergency occurrence;
  - 4.1.9. not to hinder regular repair work or the necessary reconstruction work to eliminate damage caused by an accident within the Premises; if delay has occurred as a result of the Lessee's fault, inadvertence or negligence, the Lessee shall cover the intended loss in compliance with the procedure outlined in the present Agreement;
  - 4.1.10. to take financial responsibility for the damage of immovable property, stock equipment or appliances caused by the Lessee and/or affiliated third persons as a result of their negligence;
  - 4.1.11. not to keep domestic animals in Premises or auxiliary premises, store bicycles and other means of transport solely at places designated for this purpose.
- 4.2. In addition to said liabilities the Lessee undertakes to:
- 4.2.1. get acquainted the in-house rules and regulations, of Student Hostel of Rīga Stradiņš University and amendments thereof and observe them;
  - 4.2.2. observe the in-house rules and regulations, including regulations on fire security, occupational safety and working conditions, as well as other instructions of the Lessor regarding use of the Premises, while staying within the Premises and the territory;
  - 4.2.3. maintain the Premises, the building, its equipment and premises for communal use in good condition;

- 4.2.4. take responsibility for the loss having occurred to the Lessor or any associated third persons during use of the Premises, and to fully compensate for damage caused to the Lessor's property;
- 4.2.5. together with persons residing in the Premises specified in Clause 1.1. of the present Agreement be jointly and severally liable for the loss caused to the Lessor or related third parties during the period of the use of Premises and compensate for these losses in full amount;
- 4.2.6. not to create obstacles during the inspection of the Premises or showing the Premises to the potential Lessees, not to create unfavourable conditions to persons residing in the same Premises.
- 4.3. The Lessee shall have the right to:
  - 4.3.1. make use of the Premises, the related facilities, equipment and other appliances, as well as the premises for communal use and the attached territory;
  - 4.3.2. leave the Premises in a good condition, remove any personal belongings, eliminate all damage caused by vacation of the Premises, hand over the Premises to the Lessor in no worse condition than before and as specified in the Agreement after expiration of the present Agreement;
  - 4.3.3. ask for change of the Premises, in the event the Lessee shall not be willing to cover the costs for additional living space within the room.
- 4.4. The Lessee shall be fully responsible for meeting his/her liabilities, having been established within the context of the present Agreement, towards any third parties.
- 4.5. The Lessee undertakes to not perform any actions or to refrain from performing actions potentially resulting in harm to the Lessor or the Lessor's public image.
- 4.6. In the event the Lessee does not make use of the Premises for the reasons unknown to the Lessor, the Lessee shall nevertheless remain liable for the Rental fee payment thereby.

## **5. Liabilities of the Lessor**

- 5.1. The Lessor undertakes to:
  - 5.1.1. hand over the Premises to the Lessee in the same condition they are on the day of the entry into force of the present Agreement;
  - 5.1.2. hand over the Premises to the Lessee for their use without hindrance and in accordance with the provisions of the present Agreement;
  - 5.1.3. provide the Lessee with appropriate conditions as regards use of the Premises pursuant to their intended purpose of use;
  - 5.1.4. carry out general inspection of the Premises and the entire immovable property, as well as to carry out preventive maintenance of equipment in compliance with the provisions of exploitation;
  - 5.1.5. carry out overhaul of the building, and the running repairs that are not part of the Lessee's duties;
  - 5.1.6. take over the Premises from the Lessee in due time by signing the act of delivery and acceptance in compliance with the present Agreement, provided that the Premises have been kept in good condition and pursuant to the provisions of the Agreement before their handover;
  - 5.1.7. provide the Lessee with residential services, provision of said services being dependant on the Lessor; the Lessor shall not be responsible for interruptions of central heating, electricity, water, etc. supply, in the event provision of said services shall not be the Lessor's responsibility.
- 5.2. The Lessor shall have the right to:
  - 5.2.1. demand proper upkeep of the Premises and the equipment, to demand their proper use in accordance with the provisions of the present Agreement and the standard acts, as well as to demand adherence to the in-house regulations;
  - 5.2.2. receive the Rental fee in due time and in accordance with the terms of the present Agreement;

- 5.2.3. carry out inspection of the Premises and functioning of the facilities and the equipment;
- 5.2.4. prohibit the Lessee from keeping pets;
- 5.2.5. allow the Lessee to store bicycles solely at places designated for this purpose;
- 5.2.6. provide the Lessee with alternative living space (room), if possible, by concluding a new lease agreement, in the event the Lessee shall not be willing to cover the costs for additional living space;
- 5.2.7. enter the Premises at any time of the day or night in the event of emergency (fire, explosion, flood, etc.); the Lessee must provide access to the Premises, including during the Lessee's absence;
- 5.2.8. carry out running repairs and reconstruction works following any accidents within the Premises; in the event the Lessee hinders or extends said works, the Lessee must cover the costs for the loss and damage caused to the Lessor.

## **6. Procedure for Amendments, Supplements and Termination of the Agreement**

- 6.1. Any changes to the present Agreement shall be made by both Parties based on their mutual written consent; such written consent shall become an integral part of the Agreement upon its signing by both Parties; in the event of disagreement between the Parties the preceding provisions of the Agreement shall remain in force.
- 6.2. Covenant on extension of the Agreement with mutual consent of both Parties shall be signed no later than three days prior to expiration of the present Agreement.
- 6.3. The present Agreement may be terminated by mutual written consent of both Parties, based on the Lessee's or the Lessor's initiative.
- 6.4. The Lessee shall have the right to terminate the Agreement prior to its expiration by sending a written notice to the Lessor thereby 30 (thirty) days in advance.
- 6.5. The Lessor shall have the right to unilaterally terminate the present Agreement by notifying the Lessee in writing 10 (ten) days in advance, without compensating the Lessee for the damage caused due to termination of the Agreement thereof, and without compensating for the charges related to the following situations:
  - 6.5.1. if the Lessee has caused damage to the Premises and has carried out running repairs or reconstruction of the Premises without the Lessor's approval or not in compliance with the Standard acts, and if the Lessee has not averted said breach within 10 (ten) days after receipt of a written notification of the Lessor thereof;
  - 6.5.2. if the Lessee sublets the Premises without the Lessor's permission;
  - 6.5.3. if the Lessee fails to pay the monthly rental for a period of time exceeding 15 (fifteen) days and fails to do so even after receipt of a written notification of the Lessor;
  - 6.5.4. if the provisions for utilization of the Premises are not observed and the aim of the present Agreement is not reached;
  - 6.5.5. if the Lessee breaches the provisions of clauses 4.1. and 4.2. of the present Agreement;
  - 6.5.6. if the Parties have not come to an agreement on changes of the contractual payment procedure within 1 (one) month after receipt of the written notification from the Lessor;

## **7. Other Provisions**

- 7.1. The present Agreement shall be mutually binding between the Parties, and shall revoke any previous negotiations, correspondence and agreement between the Parties thereof prior to its signing.
- 7.2. The Lessor shall appoint \_\_\_\_\_, tel. \_\_\_\_\_, as an authorized person responsible for fulfilment of the present Agreement and confirmation of eventual supplements or amendments (except for signing of the amended Agreement) thereof.
- 7.3. Documents, notifications or other correspondence, duly sent as registered mail to the Party's address identified in the present Agreement shall be deemed received within five weekdays after its registration at the post office.
- 7.4. The Parties shall observe the generally approved force majeure provisions.

- 7.5. The Parties undertake not to disclose confidential information concerning the other Party and become known after conclusion, execution or termination of the present Agreement.
- 7.6. The Parties shall solve disputes by mutual consent. Should Parties fail to solve disputes by mutual consent, the disputes shall be solved pursuant to the effective laws and regulations of the Republic of Latvia.
- 7.7. Should any provisions of the present Agreement be contradictory to the effective laws and regulations of the Republic of Latvia, execution of other provisions of this Agreement shall not be affected.
- 7.8. By signing the present Agreement the Lessee shall verify their knowledge of and compliance with the internal regulations of the Hostel accommodation; noncompliance with said regulations shall be deemed as the basis for termination of the present Agreement; the Lessee shall also verify being acquainted with the provisions for use of the Premises, maintenance of the surrounding territory, provisions for use of electric and gas appliances and fire prevention, and being informed about eventual disciplinary, administrative, criminal or civil liability thereof.
- 7.9. The present Agreement has been drawn up in the Latvian and English language on 5 (five) pages in two identical counterparts with equal legal force. Each Party shall receive one counterpart. The present Agreement upon its signing shall have the following Appendices:

## 8. Bank Specifications and Signatures of the Parties

**Lessor:****Rīga Stradiņš University**

Reg. No. 90000013771,

Domicile: Dzirciema 16, Rīga

Bank: Swedbank

S.W.I.F.T. HABALV22

INBAN: LV02HABA0551000376050

Bank: SEB bank

S.W.I.F.T. UNLALV2X

IBAN: LV28UNLA0050013752619

**Lessee:**

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