

ACCOMMODATION AND SERVICES AGREEMENT

concluded

from the one hand:

Name:	"Lakhatás a Jövőért" Alapítvány
Head Office:	1205 Budapest, Toldy F. utca 2.
Registration number:	01-01-0012238
Statistical code:	18748651-5590-569-01
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E-mail address:	info@odh.hu

such as accommodation provider (hereinafter **Accommodation Provider**)

on the other hand:

Name:	
Address:	
Mother's name	
ID number:	
Place and date of the birth:	
Phone:	
E-mail address:	
Administrative identifier:	
Administrative password:	

as the student of the Károli Gáspár University of the Reformed Church in Hungary (hereinafter: **Student**)

between today the following conditions.

1.

1.1.

The contracting parties record that the **Accommodation Provider** and Károli Gáspár University of the Reformed Church in Hungary agree that the **Accommodation Provider** provides accommodation service for the **Student** of the Károli Gáspár University of the Reformed Church in Hungary at in the

room No.:

in it's **Real Estate** being located at Budapest Metropolitan Government Office XI. Office of the District registered under parcel number 18639/91, according to real estate records: 1037, Nagy Mihály u. 1-9. street, or 1037, 25-27 Kunigunda street. The change of the room can be required by the **Student** in a written note. The **Accommodation Provider** is entitled to change the room within an eight day period and the **Student** must accept it in case of a same or a higher comfort rate.

Students use the service to provide dormitory accommodation and housing during studies at the Károli Gáspár University of the Reformed Church in Hungary.

The **Student** uses the accommodation facility in order to living under the period of his/her study providing by the **Accommodation Provider**. The **Accommodation Provider** informs the **Student** that the service provided by the **Accommodation Provider** includes the use of the common areas opening from the room provided (bathroom, kitchen, study room, entrance, gangways) equally to the other residents.

1.2.

The **Accommodation Provider** accepts, that all the certifications being necessary to the operations is it's obligation and costs.

1.3.

The **Student** accepts that use of the **Real Estate** for any other purpose is prohibited.

2.

Warranty

The **Accommodation Provider** guarantees that the use of the **Real Estate** will not be limited for legal reasons, free from any litigation, encumbrances and demand and it is it's private property. The **Accommodation Provider** guarantees that it is entitled to conclude the Accommodation and Service Agreement and provide the services for the **Client**. The **Accommodation Provider** is liable for any legal occurrence based on the statements above.

3.

The period of validity

3.1.

The validity of the Accommodation and Service Agreement is

from: semester till: semester

as an agreement concluded for a certain time.

3.2.

Parties expressly exclude that this contract becomes indefinite after the expiry of the fixed expiration date.

3.3.

The **Accommodation Provider** draws the attention of the **Student** to the fact that the service can not be accessed through the Károli Gáspár University of the Reformed Church in Hungary during the period from 30 June to 01 September of each year. However, the **Student** is entitled (considering the free capacity) to enter into a service contract with the **Accommodation Provider** and report it beforehand on the administration interface.

4.

Taking into possession

4.1.

The **Accommodation Provider** takes into the possession the **Real Estate** for the **Student** after signing this contract or not later than the date of the Accommodation and Service Agreement's entry into force, fixed in the column no. 3.1. The **Student** has the rights and is charged by the obligations from that date.

4.2.

The **Accommodation Provider** will introduce the **Student** the **Operating Manual and House Rules** published at the Reception.

The **Accommodation Provider** is entitled to unilaterally modify the operating manual and policy. If a student does not accept the changes, the contract may be terminated in writing. The student agrees to comply fully with the rules contained in the documents indicated in this section.

4.3.

The parties arrange a Report signed by all pages at the time of taking into the possession the **Real Estate**. The parties record the occurrence of taking into possession and the status of the **Real Estate**. In case of any debts all parties accept the recorded status. The parties consider to be validly given and taken over by **Student**, and by the **Accommodation provider**.

4.4.

The **Client** is obliged to use the **Real Estate** as intended, and to clean and to keep in an appropriate status and maintain on his/her own costs. The **Client** is not obliged for the depreciation occurred by the normal use.

The **Accommodation Provider** is entitled to request the students directly to clean the Room, if it does not happen within 24 hours, to force the rooms to be compelled to do so by prior consultation with the University, with a Report. In the Report, the **Accommodation Provider** and the University record the cost of compulsory cleaning which the Student has to pay directly to the **Accommodation Provider**. If this obligation is delayed beyond 15 days, it will notify the University, which will block the student's registration and examination right to Neptun. The student acknowledges that the termination of the block will take 10 working days from the day that the cost of compulsory cleaning arrived at the **Accommodation Provider's** account.

5.

Service fee

5.1.

The student is aware that the service fee will be paid by the Károli Gáspár University of the Reformed Church in instead as a Toller to the **Accommodation Provider**, but is obliged to reimburse the fees specified in the University Rules of the Károli Gáspár University of the Reformed Church as provided for therein.

6.

Consistency preservation

The parties record, that the **Client** must not make any modifications in the **Real Estate** including shelf or other items fixing on the wall. In case of any modification in the **Real Estate** the **Accommodation Provider** is entitled to demand the replacement of the original status or charge the costs of the reparations.

7.

Lodging, control

7.1.

The parties record, that the **Student** must not lodging the **Real Estate** for a third party. The **Student** is responsible for all damages caused by any third party involved without the permission of the **Accommodation Provider**.

7.2.

The parties agree that either the **Accommodation Provider** or it's representative is entitled to control the status of the **Real Estate**. If the **Student** does not co-operate to realize the control, the **Accommodation Provider** is obliged to do it at the absence of the **Client** enter the room in the presence of two witnesses.

8.

Damages

8.1.

The contracting parties agree that the **Real Estate** can be used by the intended purpose and the conditions in the Accommodation and Service Agreement only based on the rules in the **Operating Manual and House Rules**.

8.2.

The contracting parties record in case of a several **Students** all of them are responsible universally for all damages; the **Accommodation Provider** is entitled to charge all the cost of the damages on any of the **Students**.

9.3.

The Contracting Parties agree that the **Accommodation Provider** is entitled on the basis of the applicable regulations of the Károli Gáspár University of the Reformed Church in force - the Rules of the Dormitory, the Disciplinary and Compensation Rules of the Student Union and the Rules of the KRE Dormitories - as well as the claims arising from the breach of contract based on the **Operating Manual and House Rules** of the **Accommodation Provider** is entitled to delegate to the Károli Gáspár University of the Reformed Church and to initiate the implementation of the Károli Gáspár University of the Reformed Church regulations.

9.

Termination of the contract

9.1.

Ordinary termination

The student is entitled to terminate this agreement in writing, without justification, with a 15 day notice period. In case of cancellation, according to the Dormitory Regulations, the Student has to pay the University for the remainder of the current academic year, but a maximum of two months dormitory fees.

9.2.

Extraordinary termination

The Accommodation and Service Agreement can be terminated extraordinarily in case of obligations breached by any of the parties with written confirmation of the University. Obligation breaching from the side of the **Student** is the repeated or serious violation of the **Operating Manual and House Rules**. Obligation breaching from the side of the **Accommodation Provider** is: not providing the normal use of the **Real Estate**, limiting the normal use or taking into possession of the **Real Estate**.

The Student acknowledges that the **Accommodation Provider** can directly exclude him from the service directly, with the prior written confirmation of the University. In contrast to this decision of the **Accommodation Provider**, the student has no right of appeal.

Exceptional (but not exclusive) serious, immediate bans on the **Operating Manual and House Rules**, which attract extraordinary termination:

- Non-designated smoking and open flame use
- Further use of electrical equipment over 500 Watts after a call
- unauthorized changing of rooms
- not registered guests
- drug abuse, drug consumption in the dormitory
- throwing away objects from windows and smoking areas (including cigarette sticks).
- room check, insect, obstruction
- deliberate damage
- use of heat-generating equipment (mainly electric radiators, radiators, electric stoves in the room) and use of non-heating devices for this purpose.

The student agrees that the property must be vacated by the termination of the contract.

9.3.

The **Student** is obliged to return the **Real Estate** to the **Accommodation Provider** not later than the last day mentioned in the Accommodation and Service Agreement point No.: 3.1. If the **Student** fails to comply with this obligation, the **Accommodation Provider**

shall be entitled to initiate disciplinary proceedings against the **Student** at the University through the nursing teacher. The **Student** is obligated to pay a dormitory fee to the University until his day of removal.

The **Student** must to return the **Real Estate** in the condition recorded in the Report taken at the time of taking into possession. In case of any modifications/damages recorded by photo, in the **Real Estate** the **Accommodation Provider** is entitled to demand the replacement of the original status or charge the costs of the reparations.

The parties agree, that in case of any depreciation in the **Real Estate** –not including the depreciation occurring from the normal use- the costs of the depreciation will be charged on the **Student**.

10. Contact

10.1.

In the framework of the Accommodation and Service Agreement the parties are obliged to keep contact (approval, confirmation, consent or other communication) in writing as follows:

- personally (against receipt)
- by registered, certified mail
- e-mail

sent to the **Student's** or to his/her representative's address registered in the Accommodation and Service Agreement.

10.3.

The parties agree that in case of any change in addresses recorded in Accommodation and Service Agreement, will inform the other party. In case of failure to give notice they are liable for the damages incurred.

11. Miscellaneous and Final Provisions

12.1.

In the framework of the Accommodation and Service Agreement the parties are obliged to co-operate and inform each other. Both parties are obliged to inform the other party immediately about all circumstances threatening any of the main points of the Accommodation and Service Agreement.

The **Student** is obliged to inform the **Accommodation Provider** immediately about the termination of the student's legal relationship.

12.2.

Jogi és egyéb viták esetében a magyar nyelvű szerződés az irányadó.

In the case of legal and other disputes the Hungarian language contract is governed.

12.3.

In case of issues not regulated in this contract the Civil Code and the provisions on Rental of apartments and buildings, as well as on certain arrangements for the Alienation in LXXVIII of 1993. law, is valid as the competent law.

Parties to this agreement have read, understood and their will perform the same as approval signatures.

Budapest, 2017.

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"Lakhatás a Jövőért" Foundation
as Accommodation Provider

.....
Client