

VILA UNIVERSIT RIA

CONTRACT OF RESIDENCE IN VILA UNIVERSIT RIA DURING THE PERIOD CORRESPONDING WITH THE ACADEMIC YEAR ____/____, FOR THE BENEFIT OF STUDENTS AT THE UNIVERSITAT AUT NOMA DE BARCELONA

Cerdanyola del Vall s, ____ of _____

UNITED:

On the one part, **JOSE LUIS ALBERTOS MONTOYA**,

of age, to this end living in VILA UNIVERSIT RIA, Building A 08193 Cerdanyola del Vall s (Barcelona).

Acting on behalf of and representing the legal entity “Vila Universit ria, S.L.”, established for an indefinite period of time by (in the presence of??) the illustrious notary of Barcelona, Francisco Arriola Garrote, January 8th 1991, with number 49 of his protocol, and registered in the commercial register of the province of Barcelona, in the volume 20.584, folio 173, sheet B-7292, inscription 1a, with identification number B-59-589143.

And the other part _____

of age, resident of _____

living in _____

and with identification number _____

presently attending classes of _____ at the Universitat Aut noma de Barcelona.

Parties, in the capacities with which they act, declare to hold the legal capacity needed for this action and

DECLARE:

That “Vila Universit ria, S.A.”, -from now on THE LESSOR- is rightful owner of the administrative licence from the Universitat Aut noma de Barcelona to exploit some buildings which are located on its campus, destined –among other uses- to serve as residence for students, teachers and administrative and service personnel of this university.

That Mr./Ms. _____ -from now on THE LESSEE- is interested in occupying a place in one of the apartments located in Vila Universit ria, for which purpose parties agree to the following.

AGREEMENTS

One. THE LESSOR grants to THE LESSEE, who acquires and accepts, in the way explained further on, the right to use as a lessee the apartment number _____ situated on the _____ floor of the building number _____ of the University Campus of the Universitat Autònoma de Barcelona situated in Bellaterra (Cerdanyola del Vallès), consisting of _____ bedrooms, a living room/dining room and a bathroom.

The right to use as a lessee must be shared with the lessees who occupy the other places in the apartment which is object of this contract.

THE LESSEE may also use the communal spaces of Vila 1.

THE LESSEE must use the allocated apartment exclusively as bedroom and study room.

The apartment is allocated furnished. As annex number 1 to this document is appended an inventory in which are described the elements and the objects included in the indicated apartment, stating the value of replacement in case of loss, destruction or damage. It is stated there will solely be an inventory for each apartment and not for individual agreements. Mutually binding responsible are all those lessees responsible for contents and container.

Two. This contract, which is settled exclusively with regard to what associates THE LESSEE with the Universitat Autònoma de Barcelona in his quality of student, remains excluded from the current law on Urban Renting as decreed by article 5 of this law, and will be ruled by the agreements of this contract and by what the Civil Code or, if corresponding, Catalan civil legislation establishes as being necessary and by communal procedural laws.

THE LESSEE promises to observe what is laid out in the House Rules of Vila by declaring explicitly he knows of them; a copy of these rules signed by both parties to this contract to be added as annex number 2.

Three. This contract is agreed on for the period which corresponds with the academic year ____-____. The contract will come into force on (date) _____ at 12:00 pm, and ends on (date) _____ at 12:00 pm.

The Lessee can cancel the contract notifying it previously to the lessor 30 days in advance from the expiring date of the contract. In this case, the lessee will compensate the Lessor with the equivalent amount of the rent which corresponds to the agreed outstanding period; otherwise, the lessee will lose the amount of the deposit and the additional guarantee.

In case of a cancellation in advance of the contract supported with an academic written proof, the lessor will not have the right to get any compensation.

Four. For the duration of this contract the monthly payment of this rent is established at the monthly amount of _____ Euros, plus taxes, fees and participation in communal expenses which can be collected at any given moment. The established price must be paid by THE LESSEE in advanced monthly

instalments, to which end payment must be made at Bank/Savings Bank _____ with account number _____.

Although the price of the lease includes sums corresponding to water and electricity consumption, said sum have been estimated according to a responsible consumption; therefore, the sums derived from irresponsible consumption will be charged directly to the Lessee.

A responsible consumption is considered from electricity 300 Kw/month and water 3 m3/month.

Five. THE LESSEE acknowledges to have received to his satisfaction the apartment which is object of the contract, including the keys which permit access, and binds himself to keep it in perfect state.

Six. THE LESSEE will also be charged with the costs which spring from imperfections which may occur in glazing, locks and other elements of the installations, as well as the flawless maintenance of the allocated apartment and the other elements of the property in which it is situated.

THE LESSOR takes no responsibility for damages and harms caused by THE LESSEE to persons or objects, both those belonging to the apartment and those belonging to the other elements of the property in which it is situated.

THE LESSOR holds no responsibility whatsoever relative to the safety of the apartment, not even for possible damages caused to persons and objects in the event of fires, theft, robbery, damages and accidents of all type.

Seven. As part of this action THE LESSEE will submit the amount of _____ Euros as a security, equal to a monthly payment.

Furthermore as part of this action THE LESSEE will submit the amount of _____ Euros as an additional guarantee, to be able to fully meet the obligations established in this contract, the damages that might be caused to the apartment and the judicial costs when and if they occur.

Having expired the validity of this contract and in so far THE LESSEE has honestly complied with the agreements and the obligations which derive from them, THE LESSOR must refund all or part of the security and the additional guarantee as is deemed accordingly once all the invoices have been paid and the state in which the apartment is left is accepted upon inspection. In the event of unacceptability THE LESSOR will retain all or part of the security and the additional guarantee as is deemed accordingly.

The existence of the security and the additional guarantee will never serve as a pretext to delay payment of the rent or of any other quantities which THE LESSEE has assumed payment of.

Eight. THE LESSEE furthermore binds himself:

- In case of being a first time resident of our installations to collect the keys to his apartment before the 15th of September of the academic year corresponding with this contract. Should THE LESSEE not have collected the keys on the above mentioned date, the contract will be invalidated with THE LESSEE losing the full amount of the deposited security.
- To pay the established price.
- To not possess nor manipulate inside the apartment explosive goods; to not engage in activities which endanger the property or could cause inconveniences, problems or scandals to the other tenants;

and to observe the customs of good neighbourliness, the municipal bylaws and the aforementioned House Rules of VILA2.

- To not cede nor replace, transfer or sublet fully or partially the university living space which is object of this contract.
- To not realise modifications in the rented apartment nor bring about works of any kind. THE LESSEE neither is allowed to modify or substitute the furniture and/or the installations of the rented apartment.
- To allow THE LESSOR or any other person representing him access to the apartment with the aim to inspect the functioning of any service or to confirm the observance of contractual obligations; to permit as well entry to operatives and materials for the realisation of any type of work on the property, whether it affects the apartment which is object of this contract or the rest of the property. In exceptional circumstances related to the safety, hygiene and liveability of the apartment or the property, THE LESSOR or any other person representing him will be allowed to enter the apartment of THE LESSEE in his absence and/or without his prior knowledge.
- To pay to THE LESSOR all the costs as well as the damages and harms which might provoke failure to pay the rent, and/or infraction of this contract.
- To pay all the judicial and extra-judicial costs which may result from observing or terminating this contract, including the fees of a lawyer and the royalties of a solicitor, even if their interventions were facultative.

Nine. This contract will be terminated by the following causes:

- Cancelling of the association which links THE LESSEE with the Universitat Aut noma de Barcelona.
- Breaching of the House Rules.
- Breaching of any of the obligations agreed upon.
- Breaching for whatever reason of what is imposed by prevailing laws.

The occurrence of any of these causes entitles THE LESSOR to urge and secure the termination of this contract, without necessity of any prior requirement or notification.

Ten. All communications in relation to this contract which must be notified and directed to THE LESSEE will be remitted to the rented apartment and to THE LESSEE; in the event THE LESSEE is not found in the apartment, these can be delivered to any neighbour.

If for any reason one or more of the clauses of this contract were declared null or devoid of value, both parties remain obliged to comply with one or more other clauses which substitute these and serve to the same effects initially agreed upon.

Eleven. This contract will terminate automatically without the need of prior notification on the date indicated in clause One, which is to say at the end of the period agreed upon. On this date THE LESSEE must hand in the keys to the apartment without delay.

Otherwise THE LESSEE must pay, apart from the costs and expenditures which derive from his failure or which are subject to penalty, a quantity equal to twice the price agreed upon for each period or fraction which has passed, until THE LESSOR obtains the free possession.

Twelve. In accordance with the organic law 15/1999 ruling the protection of personal details and the regulation which carries it out, the personal details of THE LESSEE will be added to a file which THE LESSOR bears responsibility for, with the end to administrate this contract. THE LESSOR promises to take technical and organisational measures necessary to guarantee the safety of the details of this contract and to avoid their alteration, loss or unauthorised access. THE LESSEE may exercise the right to access, rectification and/or cancelation at the residence of THE LESSOR by means of a written document accompanied by a photocopy of his identity card.

THE LESSOR promises to fulfil in carrying out this contract the current and communitarian regulation regarding the protection of personal details and in particular the Organic Law 15/1999 of 13 December, and other complementary arrangements or any other standards which may substitute them in the future.

THE LESSEE declares to know that Vila Universit ria, with the end to guarantee the safety of persons and goods and to watch over the strict compliance with the regulation, possesses of equipment of video surveillance in spaces of public use.

Thirteen. Parties explicitly subject themselves to the jurisdiction and competence of the tribunals and courts competent over the place in which the apartment which is object of this contract is located, and abandon their privileges, including that of residence, in the event these differ from what is stated in this document.

As a token of their consent and acceptance of everything that is declared and agreed upon here, parties sign this contract and its annexes in duplicate and for only one purpose, in the conditions they act under, at the place and the time indicated in the opening.



THE LESSOR

THE LESSEE