LEASE CONTRACT ON THE USAGE OF AN ACCOMODATION IN A PRIVATE STUDENT HOSTEL (BSZMSZI)

Lotus Student Hostel/6723 Szeged, Kemes u. 6-8/

concluded between the Lotus Student Hostel /6723 Szeged, Kemes u. 6-8/, represented by: [.....] as Landlord (hereinafter called the "Landlord") on the one part

and:	
Name:	
Address:	
Place of birth:	Date of birth:
Personal identification number: .	Student card number:
ID card number:	
Nationality:	-
	"Tenant") on the other part, under the terms and conditions hereinafter set forth.

I. Subject of the Lease, and the Rent

I.1.) The Parties agree that the Landlord lets and the Tenant rents the exclusive usage right of the bed No [...]. in the 2 person unit with [...] m2 area door No [...] floor No [...] in the Student Hostel (hereinafter referred to as Hostel) in 6723 Szeged, Kemes u 6-8. constituting the exclusive property of the Landlord, including the usage of the other common areas of the unit in common with the roommate, and the common usage of other common areas of the Hostel, in a furnished state known and observed by the Tenant for the Rent of \in 300/month/person, in words three hundred Euros mutually agreed and stated between the Parties. The Rent includes the utility costs in connection with the usage of the unit, and the fees of other services provided according to this contract.

I.2.) In terms of payment all started month shall be taken as a complete month. The sole exclusion of the above shall be when the Tenant moves into the Hostel 15 days before the actual month in question. In such case the Tenant shall pay half of the amount of the monthly Rent.

I.2.a.) Method of payment of the Rent and Caution: The Rent written in section I.1. above shall be paid monthly in advance. The Rent for the first month and the amount of Caution money written is section IV below shall be paid within 5 days after the signing of this agreement by bank transfer to the following bank account of the Landlord: name of Bank: Budapest Bank, address of Bank: 1138 Budapest, Váci út 193. IBAN number: HU37 10102543-08085700-01000304, SWIFT code: BUDA HUHB.

I.2.b.) The name and the address of the person paying shall be stated as a remark during transfers.

I.2.c.) In the event of the Tenants' delay of payment of the entire amount of the Rent and the caution money until the deadline above, the Tenant shall not have the right to move in to the Hostel until the payment of the Rent. This Lease contract shall only come into force and effect upon the payment of the Rent and caution money.

II./ The term of the contract, termination:

II.1.a.) The term of the contract in the 1^{st} semester shall serve from the 15^{th} of August 20.... until 15^{th} of February 20....

II.1.b) The term of the contract in the 2^{nd} semester shall serve from the 15^{th} of February 20.... until the 15^{th} of August 20....

The Landlord ensures to the Tenant the right of usage of the accommodation written in section I.1. above for a fixed period of time until the date written in section II.1.a, or II.1.b.

II.2.a.) Accommodations in the Hostel (disposition of the rooms) shall be set by the Landlord. Any exchange of accommodations between Tenants shall be reported to the Landlord, and shall be subject to the prior consent of the Landlord.

II.2.b.) The Tenant living in the Hostel is not allowed to assign his/her accommodation and the additional services, and is not allowed to grant any rental right on the accommodation to any third party.

II.3.) The parties agree that they have concluded this contract for a fixed period written in section II.1. At the time of termination of this contract the Tenant shall settle with the items in the inventory taken in accordance with section II.7, and in case an item is missing Tenant shall pay compensation to the Landlord.

II.4.) At the time of moving out the Tenant shall return the Unit to the Landlord in the same condition as it was at the time of moving in.

II.5.a.) Should the Tenant show a conduct, being contradictory to the requirements for co-existence or to its obligations herein, or should commit a material breach of the Hostel's "Policy", the fire protection regulation, the accident protection regulation, regulation for the safety of works, or the regulation on the ban of smoking the Landlord may terminate the contract with immediate effect. In such a case the Tenant shall leave the Hostel within 3 days and shall lose the amount of Rent for the time remaining from the fixed period of the contract.

II.5.b.) Either of the parties shall have the right for the extraordinary termination of the contract if the other party breaches the contract or the effective laws in connection with the contract despite the other party's prior written notice. No such prior notice shall be necessary if the infringement is so serious that would cause the maintenance of the contract unreasonably difficult for the other Party.

In addition to the reasons written herein the Parties take the following events as such reasons allowing extraordinary termination with immediate effect:

a./ The Tenant is in more than 30 days delay with the payment of the Rent. b./ The Tenant uses the leased property for purposes other than the proper use in accordance with the function. c./ the distraction of the tranquillity of the Hostel and its surroundings, d./ the sublease or alteration of the leased property without permission, e./ violation of the regulations of the authorities concerning the operation of the leased property. f./ damage the Leased Property by intention, commitment of a crime, storage of explosives, radioactive or highly dangerous materials, or materials, keeping of live animals.

III. Rights and obligations of the parties

III.1.) The usage of the accommodation includes basic services related to the usage of the room (utilities) and other services provided gratuitously by the Landlord (cleaning services, i.e. one cleaning weekly in the rooms, washing, drying and ironing services, TV set in every room, WIFI internet connection, 24hour reception service). Additional list of actual services for fee shall be set out by the Landlord by public summons. The washing service is available for free one time in a week.

III.2.) The following services are not for free: subscription for newspapers; fitness room; photocopier; and other service units operated by the Landlord, and the usage of the 5 bicycles of the Hostel available for a separate fee, and the usage of the conference rooms (2). For the services above if provided a reimbursement of expenses, rental fee or usage fee shall be applicable.

III.3.) The Tenant is entitled to use his own electric devices – except for personal computer and consumer electronic devices and home appliances below 200W and lightning devices under 100W – only with the permission of the Landlord. Fire protection, electric protection, and accident protection regulations must be considered when granting such permission. Usage of heaters, immersion heaters and cookers in the rooms is strictly prohibited! Personal belongings of the Tenant taken into the Hostel with the value above HUF 50.000 (EUR 150) must be recorded on the reception of the Hostel into the room inventory list, and marked that they are not on the inventory of the Hostel.

III.4.) Tenants of the units are jointly responsible for the condition of the rooms and attached premises. At the time of moving in the equipment of the room (furniture, refrigerator, quilt, pillow, sheets and other articles etc.) shall be taken over from the Landlord in accordance with the room inventory, and any missing items of the rooms and equipments shall be immediately reported to the person in charge of the personnel, appointed by the Landlord. Any alteration of the rooms taken over shall be made only upon the permission of the Landlord. All damages occurring during tenancy shall be reimbursed to the Landlord by the Tenants continuously, and all missing items shall be replaced latest at the time of moving out.

III.5.) The Tenant declares that he/she has a permanent residence address, therefore in the event of the termination of this lease tenant does not require any quartering, because it is ensured by its permanent residence address. In the event Tenant should cease to have a permanent residence address, the lease contract shall

terminate without any further legal action. The Tenant shall notify the Landlord of the laps of its permanent address, and in the same time leave the Hostel without any claims for quartering. The Landlord shall deny the Tenant's right of usage of the room at the time of termination of the lease contract, and take back the room keys, and thus the Landlord shall get back into possession of the room.

The Tenant is entitled to mark the Hostel as its temporary residence address, and register as such at the Address Registry. The parties record that because the scope of this contract is the authorisation of accommodation in a student hostel, regulations of the Law on Residential Lease shall not be relevant, the Parties mutually foreclose the application of the law written above.

III.6.) The Tenant shall be liable for any damages it caused to the Hostel. In case of any damage occurred the Tenant shall reimburse all losses resulting of this. Tenant shall be liable without limitation for all objects and belongings of the inventory taken over from the Landlord with a list or receipt and exclusively used, or attended by the Tenant with the obligation of return. (sheets, lights etc). Room keys and electric key-code of the door opener shall be deemed as such items. In case of the loss of the electric key-code of the door opener, the Tenant shall reimburse the first cost of it (HUF 5000/EUR 15) to the landlord, and in case of the loss of the room keys the material cost of the change of the door lock shall be reimbursed.

III.7.) The Hostel shall disclaim any liability for the loss of any personally used objects brought into the Hostel by the Tenant. Furthermore the Hostel disclaims any liability for the losses of the Tenants' belongings occurred of reasons beyond the Hostel's control (force majeure).

The landlord hereby draws the attention of the Tenant not to keep cash in the room above the amount of \notin 200, any money above that amount should be kept in a bank safe. Jewellery, laptops, valuables, important documents, securities, negotiable instruments shall not be kept in the Hostel, those shall be kept in another safe place i.e. kept places or in a bank safe. The Tenant hereby acknowledges the information above given by the landlord, and declares that it will act in accordance with it, and in case of the breach of the rules above it shall not have any claims for replacement or reimbursement because of the losses occurring.

III.8.) The rooms and attached premises shall be kept in a tidy condition by the Tenants. Tenants shall take out the communal garbage out of the rooms to the passageway. Extra costs, fines of the Public-health Authorities occurring from the lack of cleaning shall be paid by the Tenants of the room. The Landlord provides change of sheets once in a fortnight and room cleaning once a week at a time published in advance. A person mandated by the Landlord shall check out the condition of clearness of the room, and possible damages. The tenant shall observe regulations on health, sanitary and epidemics including especially order No. 18/1998. (VI. 3.) NM and other sanitary legal provisions on the prevention of infections and contagions. Patients with catching disease are not allowed to stay in the Hostel. The Tenant shall remove from the Hostel to the place prescribed by the authorities all objects contaminated, or with an unpleasant, strong or penetrative smell, or possibly contagious, radiating or being in contrary to any authorities' regulation. Should the Tenant fail its obligation above or object the cleaning or changing of the sheets, despite the landlords notice not to do so, the landlord may terminate the contract with immediate effect.

III.9.) In special occasions (i.e. preventing damages, life threatening situations etc.) the person mandated by the Landlord attended by another person shall have access to the Leased Rooms without prior notification given to the Tenant.

III.10.a.) Beside the above written situations the person mandated by the Landlord shall have access to the Leased Rooms by necessity for reasons of maintenance and building-control (i.e. checking and adjusting of heating system, checking of other building machinery, maintenance- and repair works, pest and insect control etc) Should the Tenant not being present at the time of works he person mandated by the Landlord shall enter into the Leased Rooms only with the attendance of either another employee of the landlord or another Tenant. III.10.b.) Any entering into the rooms in the absence of the Tenant must be noticed in the Register of Visits. The presence of the he person mandated by the Landlord or the other employee shall be certified by their signatures.

III.11.) The tenant shall observe the rules of the relevant Policy of the Hostel, the sanitary regulations being in force, and the hostel's fire protection regulation, the accident protection regulation, regulation for the safety of works, or the regulation on the ban of smoking all of them being posted in writing in Hungarian, English and German languages at the hall of the Hostel. By signing this contract the Tenant undertakes to observe the regulations above and declares that it has studied in details and understood the relevant Policy of the Hostel, and the Hostel's fire protection regulation, the accident protection regulation for the safety of works, or

the regulation on the ban of smoking being posted out at the hall. Any damages and fines occurring from the breach of those rules shall be paid by the Tenant.

III.12.) The landlord hereby draws the attention of the Tenant that on the whole territory of the Hostel –except for the rooms – a built-in security-camera system is operating, storing the records for one month period of time. For the delivery of the records the provisions of the laws on personality rights, civil rights (Civil Code) and criminal laws shall prevail. The Tenant shall not have a copy of the records, allowing the viewing of the records shall be permitted only at the relevant authorities' request.

IV./ Caution money

IV.1.) The parties agree, that by signing of this contract they establish a caution money of \notin 300, in words three hundred Euros, where the beneficiary is the landlord and the obligor is the Tenant. When the right of satisfaction becoming enforceable – in cases of the Tenant's breach of the contract especially delay of payment or causing damage in the leased property – the Beneficiary may use the amount of \notin 300 by its declaration addressed to the obligor, and because of the fact that the beneficiary has already acquired the ownership of the caution money upon its delivery, the beneficiary can this way dissolve its obligation to transfer the same kind and quantity of valuable to the obligor. The beneficiary shall make a settlement with the obligor (the Tenant) without any delay after exercising its right of satisfaction.

IV.2.) The Tenant shall pay the caution money within 5 days after the signing of this contract. Should the Tenant commit a breach of the contract, especially delay of payment of the Rent or causing the damage in the leased property the Landlord may satisfy its claim directly from the amount of caution money.

IV.3.) If the Landlord is utilizing the caution money to satisfy all or part of its claim directly from it, the Tenant shall, within 15 days after the receipt of notice of the Landlord, replenish the amount of the caution money to the amount written in the contract. Should the Tenant fail to comply with its obligation within the deadline, the landlord may terminate the contract with immediate effect. The caution money – if it has not been used – shall be returned to the Tenant at the time of termination of the contract.

V. The Civil Code (Ptk) Act V of 2013., and the provisions of the Policy of the Lotus Student Hostel, shall apply for all questions not regulated herein.

VI. The parties submit themselves exclusively to the courts of Szegedi Járásbíróság and Szegedi Törvényszék in connection with any disputes arising from this agreement.

VII. In witness whereof, Parties have set their hands hereto after reading and interpreting the Agreement in the manner legally binding upon them as being fully in accordance with their will.

Szeged, 2014.....

••••••	
Landlord	Tenant