

Student Accommodation Agreement

This Student Accommodation Agreement (the **"Agreement"**) is being entered into today the _____ of the month of _____ of the year _____ by and between:

On the first part:

Sadeen Education Investment Limited, company incorporated under the laws of Malta with registration number C 65576 and having its registered office situated at Gateway Building, Dock no. 1, Triq Dom Mintoff, Cospicua BML 1013, Malta (hereinafter referred to as the **"AUM"**);

And on the second part:

_____ (hereinafter referred to as the **"Resident"** and also "you" or "your").

Together hereinafter referred to as the **'Parties'**

In virtue of this Agreement, AUM is hereby sub-leasing, in favor of the Resident, who hereby accepts, a sub-lease over the apartment numbered _____ situated in the building known as Joseph Apartments, Giovanni Ricasoli Street, Kalkara, Malta, (the **"Premises"**) under the following terms and subject to the following conditions:

1. Non-Exclusivity and Use

The Resident agrees and accepts that the lease of the Premises is on a non-exclusive basis.

Provided that the Resident shall have the exclusive right to occupy room number _____ (the **"Room"**) which is located within the Premises.

Provided further that the Resident shall have no rights of access, occupancy or use of any other room within the Premises over which other residents have or may have the exclusive rights to access, use and occupy.

The Resident expressly agrees and accepts that the parts of the Premises that are not exclusively enjoyed by other residents, shall be common area to be shared by other residents leasing and occupying the Premises.

The Resident shall have the right to use the furniture and equipment listed in the inventory attached in Appendix A to this Agreement and signed by the Resident.

The Resident shall also have the right to use in common with the other residents of the Premises, the communal facilities and areas of the Premises.

The Resident agrees to use the Premises solely for the purpose of residence for him/herself, and for no other purpose whatsoever and that the Resident may not assign, sub-let, or transfer any of his/her rights over the Premises to a third party, or allow any other person to reside, even temporarily, at the Premises without the prior written consent of AUM.

2. Term and Termination

The sub-lease shall commence on _____ and shall, unless terminated earlier in accordance with the terms of this Agreement, run for a period of _____ months, thereby terminating on the _____.

This sub-lease may not be extended for any further periods.

This Agreement shall, unless terminated earlier in accordance with the below terms, terminate on the expiry of the term outlined above in this clause 2. This Agreement shall terminate prior to its expiry in the following circumstances:

- a. If the Resident breaches the terms of this Agreement (including its appendices), and the breach, if capable of remedy, is not remedied within the term prescribed by AUM;
- b. If the Resident defaults in its payment obligations;
- c. If, for any reason whatsoever, AUM no longer has rights over the Premises; and
- d. If the Resident is, for any reason whatsoever, no longer a student of the 'American University of Malta';

3. Rent and Payments

The Resident shall pay a rent of _____ (€ _____) for the entire duration of the sub-lease, which rent shall be paid in full two (2) weeks in advance from the commencement of the sub-lease.

The Resident shall pay, together with the rent a refundable deposit amounting to five hundred Euro (€500.00). The deposit paid in terms of this paragraph is to be retained by AUM for the duration of the sub-lease and shall be thereafter released by AUM, in part or in whole, as the case maybe, provided that the Premises after having been inspected by AUM is found to be in the same condition (except fair wear and tear) as it was when occupation was effected and upon verification and confirmation of the payment by the Resident of all such amounts which in terms of law or of this Agreement are or shall become due by the Resident.

4. Energy Policy

AUM shall provide the Resident with ten Euro (€ 10.00) worth of electrical value each month. In the event that the Resident uses the entire monthly electrical supply provided by AUM, the Resident must purchase an electrical card from AUM's finance office. The finance office within AUM is exclusively responsible for the distribution of such energy cards.

Furthermore, the Resident shall be responsible for refilling the cooking gas tanks, which cost shall be equally divided by all the residents of an apartment.

5. The Resident's Responsibilities

5.1 Respect for Others

- a. The Resident agrees to keep noise at a level that does not interfere with the study, sleep or comfort of other residents, staff and neighbours. The Resident must reduce the level of noise immediately if requested to do so by a member of college staff or by another resident. No loud noise is permitted after 11.00pm.
- b. The Resident agrees to behave with respect and consideration towards other residents, staff and neighbours, this includes not injuring, or damaging the property of others, not using foul and abusive language, not using other residents' possessions without permission and respecting the privacy of others.
- c. The Resident agrees not to smoke inside the Premises.
- d. No illegal drugs can be kept or consumed within the Premises. Any Resident found with illegal drugs will be immediately removed from the Premises and will not be entitled for a refund.
- e. No alcohol can be kept or consumed within the Premises. Any Resident found with alcohol will be immediately removed from the Premises and will not be entitled for a refund.
- f. Neither the Resident nor invitees of the Resident shall go upon the roof of the Premises.

5.2 Respect for the Environment

- a. The Resident acknowledges that the Premises are in good condition and further undertakes to ensure that the Premises remain and are returned to AUM in the same condition.
- b. The Resident agrees and undertakes to, throughout the sub-lease period, keep the Premises in a clean state and to carry out his share of cleaning in any communal areas for which he is responsible. AUM shall inspect the Room and in the event that the Room is not kept clean, a cleaner will be engaged to clean the Resident's Room at the Resident's expense.
- c. No pets are allowed within the Premises.
- d. The Resident agrees not to make any improvements or alterations whatsoever to the Premises, its layout or any movables inside the Premises.

5.3 Other

- a. The Resident shall be provided with one set of keys, which must be returned in good condition upon check-out. The Resident is not permitted to make any copies of such keys. In the event that the Resident misplaces his set of keys, the Resident shall immediately notify the Student Affairs Staff of AUM. Furthermore, a one hundred Euro (€100) penalty shall be charged in case of lost keys.
- b. The Resident agrees to promptly report any damage to AUM.
- c. The Resident is responsible for the behavior of his/her own guests and guests are not allowed in the Premises after 11:00 pm.
- d. The Resident agrees to pay for any damages caused by himself/herself either through negligence, deliberate act or accidents. The Resident also agrees to pay for damages that may have been caused within an area over which the Resident has sole or joint control if the person who caused the damage cannot be identified.

6. AUM Responsibilities

6.1 Standard of Accommodation

- a. AUM will provide weekly cleaning services to clean the stairwells, elevator, and the common areas inside each apartment: kitchen, bathrooms, sitting area, and balconies. The Resident shall be responsible to keep his/her Room clean.
- b. AUM will provide basic Internet to the Resident.

6.2 Other

- a. AUM shall have the right to enter and inspect the Premises, including the Rooms at any time.
- b. Occasionally AUM may require the Resident to change room due to unforeseen circumstances.
- c. AUM may also require the Resident to change the Premises, in which case AUM shall notify the Resident in writing within not less than ten (10) days prior to the date of such change of premises and the Parties undertake to amend or else terminate this Agreement and enter into a new lease agreement with respect to the new premises.
- c. The Resident shall be responsible for his/her own personal property. AUM shall not in any event whatsoever be liable for any injury or damage to Resident (unless caused by the gross negligence or wilful misconduct of AUM) or to any other person happening on, in or about the Premises and its appurtenances, nor for any injury or damage or loss to the Premises or to any property belonging to the Resident (unless caused by the gross negligence or wilful misconduct of AUM) or to any other person.

7. Applicable Law and Jurisdiction

This Agreement shall be subject to the Laws of Malta and the Courts of Law in Malta shall have exclusive jurisdiction.

Executed in two (2) originals, each Party retaining one (1) original on the date above written

AUM

Signature _____

Name _____

Resident

Signature _____

Name _____

Resident ID: _____



Appendix A
Inventory - Room Condition Report

