



To

The Hebrew University of Jerusalem

Dear Sir/Madam,

**Academic Year 2020-2021**

## Housing Agreement and Undertaking for Students Studying at **Colleges** and Other Academic Institutions

**I, the undersigned,**

First name: \_\_\_\_\_ Family name: \_\_\_\_\_

ID. No./Student No.: \_\_\_\_\_

Permanent address: \_\_\_\_\_

Email: \_\_\_\_\_

Cellphone: \_\_\_\_\_ Tel.: \_\_\_\_\_ Date of birth: \_\_\_\_/\_\_\_\_/\_\_\_\_

Country of birth: \_\_\_\_\_ Year of aliya: \_\_\_\_\_

Name and phone number of contact person in Israel (for overseas students): \_\_\_\_\_

**Name of college / academic institution:** \_\_\_\_\_

Faculty: \_\_\_\_\_ Department: \_\_\_\_\_

Father's name: \_\_\_\_\_ work + cellphone number: \_\_\_\_\_ / \_\_\_\_\_

Mother's name: \_\_\_\_\_ work + cellphone number: \_\_\_\_\_ / \_\_\_\_\_

Emergency contact details: \_\_\_\_\_

Dorm address: building \_\_\_\_\_ apartment # \_\_\_\_\_ room # \_\_\_\_\_

### Occupancy Form

I am aware that after signing this Housing Agreement I will receive a key to the dorm.....

..... and a form for filling out details regarding the condition of the dorm and the equipment therein. I undertake to return the said form within 24 hours with all my comments. I am aware that I may not make any claim regarding the condition of the dorm and equipment therein that is not stated in the said form on the said date, and I accept the existing housing conditions. I am also aware that requests for modifications or adjustments in the dorm are conditional on the written consent of the dormitory management.

I am aware that the student dorms do not provide additional services, such as Wi-Fi connection (except for the Student Village), cable TV, telephone lines, etc., and that I may not engage with service providers without the permission of the dormitory management and that payment to service providers is the sole responsibility of the dorm residents.

### Period of Agreement

This Housing Agreement will take effect **September 11, 20 20**(charge is according to admission date / receipt of key) and will terminate **September 5, 2021**, subject to the provisions of this Housing Agreement, as set forth below.

### **Please note!**

1. The monthly rent for residence in the dorms specified in the enclosed Table of Rental Prices hereby constitute an integral part of this Housing Agreement.
2. The monthly rent is linked to the consumer price index and is calculated as set out in the enclosed Table of Rental Prices.

**MONTHLY RENTAL PRICES FOR STUDENTS STUDYING AT COLLEGES AND OTHER  
ACADEMIC INSTITUTIONS 2020-2021**

<b>Dormitory</b>	<b>Nature of residence</b>	<b>Rent in NIS</b>	<b>Municipal rates (arnona) in NIS</b>
Student Village – bldg. of 5-room apts.	1 per room	1,608	26-28
Maiersdorf	2 per room	1,073	40
Maiersdorf	1 per room	1,614	80
Bronfman	2 per room	1,073	33
Bronfman	1 per room	1,825	66

**Notes:**

1. In the Student Village the rent does not include consumption of utilities.
2. Municipal rates (arnona) will be updated during 2021.

I hereby affirm, declare and undertake as follows:

1. I am aware that in this document the terms below shall have the following meanings:

- 1.1. "The University" The Hebrew University of Jerusalem, which has the right to manage and operate the dorms, and to grant this license and / or to any entity that comes in its place, and / or on its behalf, with regard to the operation and management of the dorms.
- 1.2. "Dormitories" The student dormitory buildings of the Hebrew University, as defined in the Housing Agreement, and the land adjacent to these buildings.
- 1.3. "Student" A person admitted and approved as a registered student at the University\* and holds a student card that is valid during the entire housing period, and has paid tuition in the amount and on the dates set forth for that purpose by the University, and has submitted a studies form on time, **except for those who have been expelled from the University, either permanently or for a specified period, as well as those who have dropped out of studies.**  
\* Or students of any other academic institution who are entitled to remain in the dormitories in accordance with an agreement between the Hebrew University and the academic institution; or a student in an institution of higher education who received special permission for student housing.
- 1.4. "Resident" A student or any other person who has received permission to use a room in a dormitory from the date of receiving of a residence permit in the dormitory until the official departure date of the dormitory.
- 1.5. "Guest" Every visitor to the dormitory and every guest of the resident, whether invited in accordance with the provisions of these regulations, or not.
- 1.6. "Dean" The University's Dean of Students and / or anyone authorized by him / her.
- 1.7. "Dormitory Director" The person appointed Director of Student Dormitories by the University.
- 1.8. "Dormitory Coordinator" The person appointed Dormitory Coordinator by the University.
- 1.9. "Duty Officer" The person appointed Duty officer by the Dormitory Director to for the purpose of responding to inquiries and events during hours when the dormitory offices are closed.
- 1.10. "Period of the Agreement" The period specified in Section 5 to this Housing Agreement or any shorter period as decided by the University authorities.
- 1.11. "Equipment and Furniture" The equipment and furniture found in the room and the apartment where the room is located in the dorms, in accordance with the specs of the delivery protocol.
- 1.12. "Shared Facilities" Lobbies, staircases, elevators, passageways and their furniture, and any all other locations, equipment and furniture used by the dormitory residents.
- 1.13. "Disciplinary Regulations" The disciplinary regulations for students of the Hebrew University, including any revisions made to the regulations by the University authorities, and any future amendments that will replace the current regulations. The Disciplinary Regulations can be found at following link: <http://sites.huji.ac.il/mazkirut/student.html>
- 1.14. "Apartment" As outlined in the preamble to this Housing Agreement, or as may be determined by the University from time to time.
- 1.15. The preamble to this Housing Agreement constitutes an integral part thereof.

2. **I declare and affirm that I have received your authorization to temporarily use the dorm apartment / room**, or a part of the apartment, together with others, and that the furniture and equipment in the apartment are intact and in working order, and that the shared property and facilities used by other residents are intact, and shall be used solely for the Period of the Agreement and for residential purposes only (hereinafter: **“Objective of Authorization”**). As such, we, the residents, shall be considered as authorized residents for a fixed and defined period and the authorization may be revoked under the conditions stated in the bylaws and in this Housing Agreement, and is subject to the obligations, restrictions, prohibitions and conditions stated in the bylaws and this Housing Agreement, including the **Objective of Authorization**.

3. **I hereby declare and affirm the following:**

3.1. The authorization specified in this Housing Agreement does not constitute a landlord-tenant relationship between me and you and/or the University, and is not intended to create such a relationship, and it relates to housing in "different accommodation" within its meaning in section 7(a) of the Tenant Protection Law [Consolidated Version] 5732-1972 (hereinafter: **"Tenant Protection Law"**), and the provisions of the Tenant Protection Law shall not apply, inter alia, in light of the foresaid, to this authorization, and that:

3.1.1. I did not pay and I did not undertake to pay you and/or the University, whether directly or indirectly, key money or any other consideration for your approval to allow me to use the dormitories and to obtain the right to use the dormitories and that you and/or the University did not receive and will not receive key money and/or any other amount in any manner or form in respect of the authorization, except for the payments specified in this Housing Agreement and the regulations.

3.1.2. I have no rights in the dormitories in accordance with the Tenant Protection Law and/or any other law, and the provisions set forth in the Tenant Protection Law and/or any future tenant protection laws shall not apply to the dormitories and/or to this authorization, and I am aware that this authorization does not, and will not grant me the status of a protected tenant in accordance with the Tenant Protection Law and that I shall be obligated to vacate the dormitories at the end of the Period of the Agreement or upon its expiration or termination, whichever is earlier.

3.2. I am aware that the dorm residents are obligated to notify the dorm offices of any change in personal details, including the details of a standing order, bank account details and/or residential address, and or changes related to your study program and/or any of the details specified above. The duty to report a change in details also applies to students who no longer reside in the dormitories but are still listed in the records as owing a debt to the dormitories.

4. **Regulations**

I am aware and I agree that the foresaid authorization granted by this Housing Agreement is subject, inter alia, to the provisions of the Regulations at this link:

<https://dorms.huji.ac.il/Documents/TakanonEnglish.pdf?dt=636669301776734002>

and I hereby expressly declare and affirm the following:

4.1. I was informed about the provisions set forth in the Regulations before signing this Housing Agreement and I am thoroughly familiar with the Regulations.

4.2. The provisions set forth in the Regulations constitute an integral part of this Housing Agreement and are no less binding than the provisions and terms set forth in this Housing Agreement, as if they were written in this Housing Agreement and signed by me.

## 5. Period of the Agreement

5.1. I declare that I am aware that the authorization contained in this Housing Agreement is granted to me temporarily and for a limited period and under the following terms:

5.1.1. The authorization is granted to me solely on the basis that I am a student at the University or any other academic institution whose students are entitled to reside in the dormitories in accordance with an agreement between the Hebrew University and the academic institution, **or in accordance with special permission, and only for as long as I continue to be a student at the University or another academic institution and subject to the information I furnished to the University in my application for temporary permission to use the dormitories and the provisions set forth in this Housing Agreement and the Regulations.**

5.1.2. The authorization is granted to me for the period **specified in the preamble to this Housing Agreement** and subject to the consent of the University and at its sole discretion, and subject to undertaking all my obligations in accordance with this Housing Agreement and the Regulations.

5.1.3. I am aware that notwithstanding all of that is stated in this Housing Agreement and the Regulations, the University may instruct me to withdraw from this authorization and/or revoke this Housing Agreement at any time at its sole discretion, whether prior to the commencement of the period of the Agreement or during this period, subject to the decision of the University's Emergency Committee requiring no admission of students to dormitories, or evictions from the dorms, or any other decision made by the University authorities regarding the termination of the authorization to use the dorms.

5.2 In the event of such a decision as aforesaid, I undertake to vacate the apartment and the dorms as specified in the Regulations, within 7 days from the date of receiving notice, except in the case of emergencies and security requirements, whereby the resident is required to vacate the dorms in accordance with the University's instructions, as stated in Section 5.1.3 above and subject to Section 5.1.1.

## 6. Ancillary services

6.1. In the event of changes in the number of services and the type of services provided to residents (except for price increases resulting from the Consumer Price Index or a price increases in the consumption of water, electricity, gas and municipal rates) that the University will obligate the resident to consume and pay for, the resident shall be entitled to terminate the Agreement provided that the Agreement is terminated and the keys are returned within one month from the date the change(s) in price(s) is announced. This does not detract from the resident's obligation to pay for the full period that he/she resided in the dorms.

## 7. Usage fees

In return for the authorization specified in this Housing Agreement and the other services that you will provide me with in accordance with the provisions set forth in this Housing Agreement and/or the Regulations, I undertake to pay the University monthly usage fees during the Period of the Agreement **in the amount specified in the preamble to this Housing Agreement** for every month and the proportionate fee for part of a month (hereinafter: "**Usage Fees**"), plus the additional amounts, under the terms and on the dates specified hereunder. In the event of changes in the type of accommodation during the year from a single's dormitory to a married couple's dormitory, a new Housing Agreement shall be signed according to the type of dormitory and its rental fee.

7.1. The terms and dates of the usage fee charge are as follows:

7.1.1. I shall pay Usage Fees on the **20-21** of each month with my **authorization to debit my bank account** and the fees shall be linked to the Consumer Price Index (published by the Central Bureau of Statistics), or as it will be changed from time to time (hereinafter: "the **Index**"), with the basic index being the Index **specified in the preamble to this Housing Agreement, while** the new Index will be known at the time of each payment or on the day scheduled for payment, whichever is higher, or by **means of a cash advance voucher** to be paid at the bank for the entire Period of the Agreement (the dormitory management will be allowed to collect the rent on other dates and will notify the residents in advance).

The additional amounts, as definition above, shall be paid to the University from time to time and on the dates set forth by the University, with my **authorization to debit my bank account**, and they shall be linked to the Index, as specified in the previous paragraph.

7.1.2. The amount of the Usage Fees is not final and shall change from time to time at the discretion of the University, when among the considerations is the cost of maintaining the dormitory and the cost of ancillary services. I undertake to pay for any price increase and/or change in Usage Fees as decided by the University for any reason, at the rates and on the dates determined by the University and subject to the provisions set forth in Section 7.1 above, including a change in the rental rate resulting from a transfer from a double room to a single room or from a singles dormitory to a family dormitory.

7.1.3. It is agreed that should the University decide to increase the rent during the Period of the Agreement by more than 10%, the resident shall be entitled to terminate this Agreement, provided that the Agreement is terminated and the keys are returned within one month from the date the rent increase is announced. This does not detract from the resident's obligation to pay for the full period that he/she resided in the dorms.

7.1.4. If I default in making any of the payments specified in Sections 6 and/or 7 of this Housing Agreement, or do not make payments on time, **and/or if I terminate and/or do not honor the authorization letter to debit my account for any reason**, without derogating from that stated in Section 10 below, I shall be charged with index-linked interest in arrears at a rate of 0.032% for each day of default as of the date the payments are due and until the payments are made.

7.1.5. I am aware that Usage Fees and the additional amounts may be paid solely by authorization to debit my bank account and that no other payment shall be accepted except for advance cash payment paid at the Bank for the entire Period of the Agreement.

## 8. **The right to renovate, repair and alter the dorms**

The University shall be entitled to renovate and/or repair and/or demolish and/or build in any room and/or apartment and/or building and/or area in the dorms at all times, and I shall not be entitled to any compensation for any damage and/or inconvenience caused to me as a result of the above. The University shall announce its intention to carry out the above work as early as possible, except for urgent repairs that need to be carried out quickly.

## 9. **Termination**

9.1. If my studies at the University or another academic institution are canceled or discontinued, or my entitlement to study was canceled for any reason, or if for any reason I was not admitted to studies, I shall not be allowed to reside in the student dormitories and I must inform the dormitory management of this in writing by registered mail or by email or in person at the dormitory offices, within 7 days from the date I learned of the cancellation or the termination of my studies, or the cancellation of my entitlement to study, or my non-admittance to studies (together with supporting documents or confirmation of the termination of studies).

9.2 On the registration date I shall pay registration fees in the amount determined by the University (hereinafter: "**Registration Fees**") and in addition, I shall pay a down payment in the amount of the monthly Usage Fees or an approximate amount (hereinafter: "**Down Payment**"). I am aware that if I decide to waive my entitlement to reside in the dorms or to leave the dorms for any reason before the date agreed upon, or if the University or another academic institution canceled my studies, the cancellation rules will apply as follows:

9.2.1 **Ongoing payment** - In the event of cancellation after admission to the dorms, I will be charged Usage Fees up until the end of the previous month's rent, during which time I resided in the dorms, and payments already made will be deducted. Under no circumstances will the registration fee be refunded.

In addition: **Payment of one month ahead:** If I used the dorm ("used" for this purpose is considered at least one day's residence) and I requested to cancel the Housing Agreement and left the dorms (after returning the key to the office) by May 1, 2020, I will be charged an additional one month's Usage Fees.

9.2.2 **Full charge of the annual Usage Fees:** In the event that I cancel my residence and leave (after returning the key to the office) any time from May 2, 2020, I will be charged the total annual Usage Fees (100%), in addition to the registration fee.

9.3 The Down Payment shall be deducted from the Usage Fees for the first month of the Period of the Agreement, in addition to linkage differentials to the Index from the known Index on the date of payment to the known Index on that same date, and its amount will come at the expense of the payment(s) I am required to make for the first month of the Period of the Agreement.

9.4 Rent Committee – The dormitory residents are entitled to submit an application for the early termination of the housing agreement to the Rent Committee. The application must be submitted via an online form that can be downloaded on the dormitory website: <https://dorms.huji.ac.il>. Please read the instructions on the form and attach all supporting documents.

## 10. **Breach**

10.1. I hereby acknowledge that I am aware that without derogating from your other rights in accordance with this Housing Agreement or the Regulations or the Disciplinary Regulations or any law:

10.1.1. If I cease to be a student or I do not fulfill any of the terms set forth in this Housing Agreement or if the University decides to revoke the authorization for any reason, whether with respect to all students using the dormitories or with respect to me, or if I breach by an act or an omission any of the terms set forth in this Housing Agreement or the provisions set forth in Sections 10, 20 or 21 of the Regulations, this Housing Agreement shall automatically expire even before the end of the Period of the Agreement and I shall have no claim of any kind towards you and/or towards the University.

10.1.2. If I do not vacate the dormitories as specified in the Regulations, I will daily pay you Usage Fees that are 3 times higher than the established Usage Fees at the time, until I vacate the dormitories. In addition, you shall be entitled – upon irreversible authorization and power of attorney granted to you – to enter the room and the apartment and to take my personal belongings and store them at my expense wherever you deem fit and you and/or the University and/or anyone acting on your behalf in accordance with the said authorization and power of attorney shall not be held liable for any loss and/or damage that could be caused in the course of transferring the belongings and/or during the period of their storage, which is limited to (60) days only. I am aware that after this period you may remove from your possession my personal belongings in any way you see fit.

10.1.3. For the avoidance of doubt it is hereby clarified that even though the university has granted me housing authorization (and even though the dormitories are operated and managed by the University) as specified above, a breach by way of an act or an omission of any of the provisions set forth in the Housing Agreement or the Regulations shall constitute a disciplinary violation also towards the University and the University will be entitled to take measures prescribed in the Disciplinary Regulations. In addition, the University shall be entitled to withhold any certificate and/or confirmation pertaining to my studies at the University until I rectify the violation, including anything related to our violation of this Housing Agreement and/or the Regulations towards the University.

10.2. I undertake to compensate you and the University for any expense, damage or loss caused to you and/or the University due to violation of the provisions set forth in the Housing Agreement and/or the Regulations, including payment of attorney's fees.

10.3. I hereby acknowledge that I am aware that I shall be charged for damages / defects in the student rooms in the dormitories, in the building or in any other property, including loss of a key, replacement of a cylinder, missing equipment belonging to the dormitories, by direct debit or a debit voucher for immediate payment issued by the dormitory coordinator.

**10.4. I am aware that failure to return the key to the dormitory coordinator on the date of vacating the dormitory shall be considered a continuation of my residence in the dorms at the guest rate, which is 3 times higher than the Usage Fees for a regular student (as specified in the Agreement).**

10.5. I am aware that without full payment of the Usage Fees, the additional amounts and for the damages specified in sections 10.2 – 10.4 above, I will not receive a certificate, an academic transcript or academic credits at the end of my studies, unless I paid off the debt on time as required.

10.6. I am aware that if I leave the dormitories without paying all my debts including in respect of Usage Fees, the additional amounts and/or the abovementioned damages, the University shall institute legal proceedings against me until the debt is repaid.

10.7. At the request of the dormitory management, the University, or other academic institution that has an agreement with the University dorms, may withhold or revoke any certificate or academic transcript from a resident who failed to pay tuition or rent or caused damage to University property and has a debt to pay.

10.8. For the avoidance of doubt, I am aware that I may not request a refund for the days during which I did not return the key on the grounds that I was not notified/ reminded about the expiration of the Agreement and the date of leaving the dormitories.

#### 11. **Housing Agreement as an addition to the regulations**

I am aware that the provisions set forth in this Housing Agreement are intended to add to the provisions set forth in the Regulations and not to derogate from them and provided that in the event of a discrepancy between the provisions in this Housing Agreement and the provisions in the Regulations, the provisions set forth in the Regulations shall prevail.

Notwithstanding the aforesaid, the provisions set forth in Section 7 to this Housing Agreement shall prevail over any provision to the contrary, if any, in the Regulations.

12. **Publications and circulars to residents and students**

I am aware that the dormitory management may distribute circulars among the dorm residents and publish notices and guidelines pertaining to residency in the dorms for the purpose of updating procedures and providing current information about the dorms. I am aware that I am obligated to act in accordance with the information published by the various means available to the management, such as email, the website of the Dormitory Dean, letters to residents, Facebook, notices placed throughout the campus and information published in dormitory brochures.

13. **Right to a lawsuit**

In the event of a lawsuit on your behalf and/or on behalf of the University and/or on my behalf pertaining to the Housing Agreement and/or pertaining to the dormitories, the competent courts in Jerusalem shall have exclusive jurisdiction to hear the claim.

**In witness whereof I hereby sign this Agreement**

On the \_\_\_\_\_ day in the month of \_\_\_\_\_ in the year \_\_\_\_\_

\_\_\_\_\_  
Signature

We hereby approve the granting of permission to use the dormitories, subject to compliance with all the provisions set forth in this Housing Agreement and the Regulations.

The Hebrew University of Jerusalem

\_\_\_\_\_