

SUBLEASE AGREEMENT UNIVERSITY HALLS OF RESIDENCE

Between the signatory parties:

- on the one hand

last and first name:

official address:

postal code and city:

country:

place and date of birth:

last and first name*:

official address*:

postal code and city*:

country*:

place and date of birth*:

referred to as main tenant(s);

- on the other hand

last and first name:

official address:

post code and city:

country:

place and date of birth:

last and first name*:

official address*:

postal code and city*:

country*:

place and date of birth*:

referred to as subtenant(s);

have agreed upon the following

- Art. 1 The main tenant(s) sublet(s) a living unit, intended for occupancy by one person/two people**, in university hall with number
The subtenant(s) declare(s) that the living unit is to be used for academic purposes and that he/she (they) doesn't (do not) have his/her (their) main place of residence at the residence, but at the abovementioned official address.
- Art. 2 The sublease agreement commences on and ends on
The sublease agreement can under no circumstances be tacitly extended. Subject to another written arrangement, the subtenant(s) must completely vacate the living unit at that time. The key(s) and badge(s) must be returned at the end of the rental period unless otherwise agreed. If the parties do not make arrangements to hand over the key(s) and badge(s) personally with receipt, the subtenant(s) will return the key(s) and badge(s) by registered letter.
- Art. 3 The sublease rent amounts to euros/month. This rent includes all costs and charges, such as the use of energy, water and telecommunications. The rent is paid in monthly instalments and preferably by means of automatic bank transfer or by indicating the following statement "....." on the main tenant's account number

When entering into the sublease agreement, the subtenant(s) must provide the main tenant(s) with a deposit. This deposit can have a maximum value of two months' rent and can be used by the main tenant(s) to cover all obligations of the subtenant(s).

The sum of money that is provided as deposit is euro.

- The subtenant(s) deposits (deposit) the sum of money in the account with number
- The subtenant(s) places (place) the sum of money with a financial institution on an individualised and blocked account in the subtenant(s)'s name (cf. the modalities determined in art. 62 of the Flemish Housing Decree).

Refund of the deposit, or the balance thereof, plus the interest on the amount of the deposit at the average interest rate of the financial market from the moment that the subtenant(s) has (have) paid the deposit, will be done by means of deposit to the account number and this within 3 months after the subtenant(s) has (have) left the property, unless the main tenant(s) has (have) disputed the return within that period by registered letter to the subtenant(s).

Both subtenants of an apartment are severally and indivisibly liable for payment of the rent and for reimbursement of any cleaning, repair and/or replacement costs as referred to in Article 4.

- Art. 4 Before the end of the first month in which the subtenant(s) can use the living unit, the parties are required to draft a detailed inventory (a model is made available by the landlord). The subtenant(s) is (are) required to return the living unit in the same condition as when he/she (they) received it. If by the end of the lease the condition of the living unit does not correspond with the condition as described in the inventory drafted at the beginning of the lease, with the exception of normal wear and tear or loss due to deterioration over time or force majeure, and with the exception of necessary repairs at the expense of the landlord, any cleaning, repair and/or replacement costs will be charged at the applicable cost (see Internal Rules and Regulations) by withholding the deposit and/or additional invoices specifying the costs incurred.
- Art. 5 The Internal Rules and Regulations that apply to the sublease as stated above are an integral part of the sublease agreement. The subtenant(s) is (are) familiar with the content of the Internal Rules and Regulations and will comply with them at all times.
- Art. 6 The subtenant(s) rents (rent) the unit in the capacity of student(s)/staff member(s)/visitor(s) of Ghent University**.
- Art. 7 If the main tenant is (almost) entitled to a grant, while the subtenant is not, the rent reduction that may have been granted to the main tenant will be canceled for the duration of the sublease. If the main tenant is not eligible for a grant, while the subtenant is, the main tenant may opt to transfer the rent temporarily so that the subtenant can exercise his right to a rental reduction if necessary.
- Art. 8 The subtenant(s) is (are) responsible for any damages to the living unit or communal parts of the residence caused by him/her (them) or by others to whom he/she (they) has (have) given access.
- Art. 9 The subtenant(s) will inform the main tenant(s) of any damage or defect that requires a repair as soon as possible in writing. The main tenant(s) commits (commit) oneself (themselves), in turn, to inform the Housing Office of this through the appropriate channels.
- Art. 10 The main tenant(s) agrees (agree) to guarantee the quiet enjoyment of the living unit. He (they) has (have) no access to the rented living unit except in cases of disturbance or force majeure, to ensure safety, to carry out inspections or with the permission of the tenant(s). In any case, he/she (they) has (have) access to carry out planned maintenance of the living unit. The subtenant(s) will refrain from anything that could disturb the peace of fellow residents. For applicable sanctions reference is made to the regulations concerned.
- Art. 11 The living unit must be sufficiently lit and ventilated. The main tenant(s) guarantee(s) a temperature of 20° C between 8.00 am and 12.00 am, and 13° C between 12.00 am and 8.00 am, except in the event of force majeure.
- Art. 12 The subtenant(s) agrees (agree) that the main tenant(s) will transfer a copy of this sublet agreement to the landlord, being Ghent University.

The subtenant(s) also agrees (agree) that the landlord, as part of the residential assessment, submits the following personal details to the Migration Office – Civil Affairs Department of the city of Ghent: surname, first name, gender, nationality, date of birth, place of birth, country of birth, commencement date and end date of the sublease agreement and address of the rented living unit. The Migration Office will only issue a residence permit or registration form to an international student/staff member/visitor after enrolment in the National Registry. Registration is mandatory but can only happen after a positive residential assessment. Therefore, the submission of the information contained in the sublease agreement is necessary.

- Art. 13 The Flemish government has drawn up a popular explanation which contains information about the regulatory provisions. This document is available for consultation via <https://www.woninghuur.vlaanderen>.

Both parties declare to agree with the above provisions.

Drawn up in Ghent, on the (date)

Signature of the main tenant(s), Signature of the subtenant(s), In case the subtenant(s) is (are) under age,
parents'/guardian's signature

* To be completed only if there are two main tenants or subtenants.

** Delete as appropriate.