

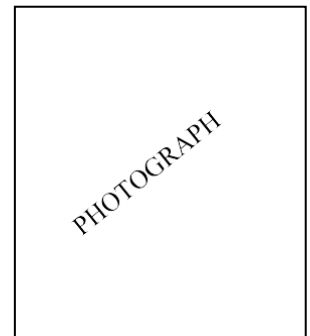


## Tenancy agreement

### Between the undersigned parties:

Association REEFLEX, non-profit organisation,

Avenue Paul LANGEVIN  
Cité Scientifique  
59650 VILLENEUVE D'ASCQ  
France



Hereinafter referred to as the lessor or REEFLEX,

And Mr or Ms (please surround the good proposal)

Last name.....

First name.....

Born on: ..... in .....

Country.....

Nationality.....

Phone number.....

University or School in France: .....  
.....

Private e-mail .....  
Student e-mail.....

**Family :**

Next of kind.....

Family address.....

.....

Postcode: ..... Town: .....

Country: .....

Family e-mail:

.....@.....

Family telephone:

.....

**Name et address of the Guarantor:**

Name : .....

Address :

.....

.....

.....

.....

Phone : .....

e-mail : .....

**The person to warn in case of emergency (name, phone an e-mail address):**

.....

.....

.....

.....

.....

**\*\* Rented Apartment :**

Reference: (letter & number).....
Type of housing :            / surface area ....m <sup>2</sup> (will be filled by REEFLEX)

**\*\* For the following period :**

Between August 1<sup>st</sup> 2019 and July 31. 2020

<b>From</b> .....	<b>(arrival day, after 2 pm)</b>
<b>To</b> .....	<b>(departure day, before 10 am)</b>

This contract shall end on the departure day (10 am) indicated just before, and no later than July 31. 2020.

It is not a renewable contact.

For any request after August 1<sup>st</sup> 2020, a new request and a new contract will be request.

**\*\* Monthly rent set :**

Monthly rent set : €..... <b>including :</b>
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- The principal rent for the apartment surface area, a total of €..... (\*),
- The following sums in addition to the principal rent :
  - the fixed charge of €..... (\*) for service and maintenance charges,
  - the fixed charge of €..... (\*) for additional services rendered,
  - the fixed charge of €..... (\*) for provision of furniture.

(\*) will be filled by REEFLEX

For information: the last monthly principal rent payment received by REEFLEX for the apartment under this agreement before the tenant's arrival: €.....

The principal rent and additional charges are revised annually, taking effect on 1st August.

**\*\* Security deposit :**

The amount of the security deposit is fixed to €.....
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## The parties have agreed to the following

### 1. Prior notice

- The lessee are informed that they are entering into a lease agreement for accommodation in a residence hall. This accommodation's special status incurs constraints and obligations that the lessee cannot avoid, except by desisting from staying in the residence.
- These specific constraints are those defined in the internal rules attached to this agreement and forming a part thereof. The special status of university residence hall also allows the lessee to benefit from provisions specific to this status in the area of tax.
- Accommodation within the REEFLEX residence hall is reserved for students, researchers and research professors belonging to the REEFLEX association and up to date with their annual membership fee.

### 2. Description of the apartment

REEFLEX lets an apartment, detailed on page 3 of this agreement and located in the REEFLEX residence hall, Avenue Paul Langevin in Villeneuve d'Ascq, to the tenant, who shall make it their main residence, for sole use as a main residence.

The full description of the apartment's composition and furniture is provided in the schedule of fixtures.

In general, each apartment in the residence hall has at least the following facilities and furniture:

#### Facilities

Living room with roller blinds,

Shower room with washbasin, shower and toilet,

Kitchenette with sink, under-sink unit, 2 hotplates and a refrigerator,

Lighting to provide light in all rooms.

#### Furniture

A desk,

A chair,

A bed comprising a base and mattress,

Storage furniture (wardrobe, shelves).

### 3. Service and maintenance charges

The service and maintenance charges take the form of a monthly fixed sum set by the Association's Board of Directors, payable each month during the rental period. The fixed charges are revised annually, taking effect on 1<sup>st</sup> August.

The following are included in the fixed charges:

Communal area charges,  
Internal and external maintenance and all recoverable charges defined by the rules,  
Routine maintenance and minor repairs on elements of the rental property,  
Any taxes on services from which the tenant benefits directly,  
Charges for utilities consumed in the rented apartment:

- 1- Heating,
- 2- Water up to 3.5 m<sup>3</sup>/month divided  
Cold water up to 1m<sup>3</sup> / month,  
Hot water up to 2.5 m<sup>3</sup> / month,
- 3- Electricity up to 900 kwh / month.

Fixed-rate utilities may be subject to regular, individual meter readings. Consumption exceeding the fixed amount shall be billed according to the rates displayed in the residence hall.

#### **4. Charges in addition to principal rent: services rendered relating to use of various elements of the rental property**

The apartment rental entitles the tenant to access the following elements: communal area, shared facilities and selected services. This facility is open subject to availability.

##### o Facilities at the REEFLEX residence hall included in the fixed charge for services rendered

Access to shared facilities,

Bicycle parking,

Terraces and garden,

Internal mail,

Coworking space,

Fitness room (depending on days, times and conditions of access displayed)

Wi-Fi (via the University WiFi Network).

##### o Services at the REEFLEX residence hall included in the fixed charge for services rendered

Daytime reception service,

Night warden service including weekends and bank holidays,

Incoming and outgoing schedules of fixtures,

Help with preparing the housing grant application,

Acceptance of mail and small parcels.

*Note about mail and small parcels:*

*The tenant may opt out of the parcel acceptance service by writing a letter to the REEFLEX management team at any time. REEFLEX accepts no responsibility in the event of deterioration or visible or invisible*

*defects in parcels accepted by its staff and / or their content.*

## 5. For information purposes: services rendered relating to use of various elements of the rental property with additional financial contribution from the tenant

Facilities provided by REEFLEX with additional financial contribution from the tenant (subject to availability)

- Self-service laundry,
- Vending machines,
- Outside private car park,
- Left luggage service for short term storage,
- Provision of kits: “bath linen”, “bedlinen”.

Services provided by REEFLEX with additional financial contribution from the tenant

- Apartment cleaning services,
- Other services on request not listed in the agreement.

## 6. Schedule of fixtures and inventory agreed by both parties

- A schedule of fixtures - inventory agreed by both parties is drawn up in the presence of a REEFLEX representative, upon handover of keys and again upon return of keys. Failing this, the tenant shall be given a pre-completed schedule of fixtures form upon arrival. They have 72 hours in which to raise any objections. The schedule of fixtures - inventory is provided in an appendix to the agreement.
- The tenant is responsible for any damage or loss of facilities and furniture at the property.
- The property must be left clean and in perfect condition on key handover day. Failing this, a fixed sum of € 100 for cleaning fees shall be charged or deducted from the security deposit.

## 7. Term of the agreement

- a. The agreement takes effect on the date and for the duration stated on page 3.
- b. The minimum term is **for (4) months**.
- c. The maximum term is **twelve (12) months**, this contract is not renewable.

The tenant enjoys a right of admission solely for the period stated above, and on condition of remaining a member of REEFLEX for this entire period.

- d. If the tenant wishes to extend or renew their residence, they must submit a new completed application to REEFLEX at least two months before the agreement expires. The tenant may only remain in the residence hall if re-admission is granted by REEFLEX.

## **8. End of the agreement & cancellation of the agreement**

The agreement shall automatically end on its expiry date, with no notice required from either party.

This agreement may be cancelled by the tenant at any time, subject to giving one (1) month's notice to REEFLEX by registered letter with acknowledgment of receipt, or by deed of service.

The notice period of one month begins on the day when the request is first officially delivered to REEFLEX's address.

The tenant is required to pay the rent until the end of the notice period (or until the arrival of a new tenant with REEFLEX's consent).

## **9. Rent: amount, payment methods and revision**

- This rental is granted subject to payment to the REEFLEX association, by the 1<sup>st</sup> of each month at the latest, of a monthly rent, the amount and breakdown of which appear on page 3 of this agreement.
- The rent is payable in cash, or by credit card or bank transfer.
- The rent is revised annually on 1<sup>st</sup> August. This revision is calculated for the principal rent defined on the page 3 of the lease, tracking the French rent revision index (IRL) published by INSEE with reference to the index of the fourth quarter of the previous calendar year.

## **10. Housing grant, subrogation**

- REEFLEX is a residence hall approved by the CAF (French Family Allowance Office). Therefore your housing benefit is paid to REEFLEX.
- Your housing benefit is directly deducted from the monthly rent payable to REEFLEX after notification of the benefit amount has been given by the CAF. You will then only have to pay the difference resulting from this subrogation. Please note, there is no APL (Personal Housing Benefit) for the month of entry into the property, and the length of the tenancy must be equal to or greater than 8 months.
- The total monthly rent amount is due until the APL is effectively paid to REEFLEX. If the tenant provides erroneous information or makes a parallel application for APL, REEFLEX may claim from the tenant a total or partial repayment of the benefits received in error, on behalf of the CAF within two years following the tenant's departure.

## 11. Security deposit

In order to guarantee the complete performance of their obligations upon reservation, the tenant shall pay a security deposit worth one (1) month's rent on the date of entry into the property.

This amount shall not be revised during the present rental period.

This security deposit, collected by REEFLEX and generating no interest, cannot be considered as an advance rent payment. Therefore, under no circumstances does it exempt the tenant from paying the monthly rent on the 1<sup>st</sup> of each month, until the end of the tenancy agreement.

This security deposit shall be returned within one (1) to two (2) months following the final departure of the tenant, less, if applicable, the sums owed to REEFLEX and payments for which REEFLEX could be held responsible instead of the tenant. The tenant is considered to have departed after the property has been completely vacated, the outgoing schedule of fixtures agreed by both parties has been drawn up, and the return of keys has taken place. IBAN bank details must be provided for the security deposit to be returned.

## 12. Tenant obligations

The lessee is bound by the following principal obligations:

Providing evidence of a joint and several guarantee (guarantor form attached to the lease),

Taking out French insurance against the risks to which they are exposed as a tenant and providing evidence of this at the time of key handover, and every subsequent year (valid insurance certificate),

Following and applying the internal rules of the residence halls and strictly implementing all provisions. Said internal rules, which must be signed by the tenant prior to taking possession, form an integral part of this agreement.

Paying the rent and any recoverable charges under the agreed terms,

Peacefully using the rented premises and facilities as well as the shared facilities, as intended under the agreement and the internal rules,

Taking charge of routine maintenance of the property and its facilities,

Immediately informing REEFLEX of any accident or deterioration occurring at the rented property, even if this has resulted in no apparent damage,

Answering for any damage or losses occurring during the term of the agreement at the property of which they have sole use, unless they prove that these were caused by a case of force majeure, or were the fault of REEFLEX or of a third party that the tenant did not bring into the residence,

Allowing the performance of improvement work at the rented property or in the communal areas, any work needed to maintain the property in good condition normal maintenance of the residence hall, cleaning services in the private and communal areas, and any urgent repairs that cannot be deferred until the end of the rental, without claiming any compensation or reduction in rent, and without prejudice to the application of the provisions in Article 1724 of the French Civil Code.



Refraining from making alterations to the rented premises or facilities without the express written consent of REEFLEX. If the tenant has disregarded this obligation, REEFLEX may demand that the premises be restored to their original state or may keep the alterations made, without the tenant being able to claim any compensation for the expenses incurred. REEFLEX may nonetheless demand, at the tenant's expense, that the premises be immediately returned to their original state when the alterations jeopardize the proper functioning of the facilities or the security of the apartment.

Allowing visits to the rented premises, as soon as notice is given or received, during two hours a day on working days,

Refraining from transferring the tenancy agreement to a third party, including family members, and from subletting, unless the express written consent of REEFLEX has been obtained,

Refraining from moving out of their accommodation without having fulfilled their obligations (payment of rent, restoration of the accommodation to its original state, etc.). The keys must be returned to REEFLEX as soon as the tenant has departed.

### **13. Lessor obligations**

REEFLEX is bound by the following principal obligations:

- Providing the tenant with the accommodation and facilities listed in the tenancy agreement in good condition,
- Ensuring the peaceful enjoyment of the property and guaranteeing the tenant against any flaws or defects preventing its use, even if they were not aware of them when the tenancy agreement was concluded, without prejudice to the application of the second paragraph of Article 1721 of the Civil Code,
- Maintaining the property in a condition fit for its intended use under the agreement, and making all necessary repairs other than those due to damage caused by the tenant,
- Providing a rent receipt or certificate of residence free of charge when asked to do so by the tenant.

### **14. Cancellation clause and penalty clause**

#### Cancellation clause

- In the event on non-payment of all or part of a single rent payment, security deposit or charges, and one (1) month after a notice has remained without effect, this agreement shall be terminated immediately, ipso jure, and if the tenant does not leave the premises, REEFLEX may compel them to do so by simple summary order with no appeal possible.
- It is expressly agreed that in the case of payment by check, the rent, charges and other expenses shall be considered paid after the check has been collected, with the cancellation clause being applicable by REEFLEX if the check bounces.
- Any offer of payment or performance after the above deadline shall be deemed null and void and shall not impede the cancellation of this rental.
- If the tenant fails to produce the certificate of cover against their rental risks and one (1) month after a notice has remained without effect, this cancellation clause shall be applied.

Penalty clause

- As a penalty clause, the lessee accepts fully and definitively that they shall pay REEFLEX a sum equal to 10% of the amount due, without this payment exempting them from payment of the outstanding sums and full payment of the costs incurred in recovering these sums.
- Said penalty clause will be applicable for fifteen days after notice to pay has been given, with no exception made to the previous cancellation clause.
- In the event of any delay in the tenant vacating the premises after receiving notice or the agreement expiring, the lessee, regardless of their motives, shall pay a penalty per day of delay calculated on the basis of two (2) times the daily rent applicable on the date of departure. This compensation shall not entitle the lessee to remain on the premises, and shall be paid to REEFLEX as compensation, outright, without prejudice to any damages.

**15. Enclosures**

- Internal rules of the residence hall,
- Joint and several guarantee,

Statutes of the REEFLEX Association : available, in French only, at the residence hall reception desk on request.

**16. Special provisions**

\* REEFLEX processes personal information about tenants. The French Data Protection Act, Law 78-17 of 6 January 1978, applies to this processing activity. It gives tenants the right to access and correct data concerning them. This request must be made to the residence hall management team.

\* Election of domicile:

For the performance of this agreement and its consequences, REEFLEX elects domicile at its head office and the tenant elects domicile at the rented property.

**INITIAL EACH PAGE AND SIGN EACH COPY BY HAND AFTER CHECKING THAT ALL SPECIAL CONDITIONS HAVE BEEN ADDED**

*Signature preceded by the statement "lu et approuvé" ("read and approved") for the tenant.*

*Signature preceded by the statement "lu et approuvé, déclare avoir pris connaissance du présent contrat pour lequel je me porte caution solidaire" ("read and approved, I declare that I have read and understood this agreement and agree to act as guarantor") for the guarantor.*

Signed in two originals, one of which is given to the tenant,  
In Villeneuve d'Ascq, on.....

**REEFLEX Management,**

**The Tenant,**

**The Guarantor,**