

**Letter of undertaking for (unprotected) authorization to reside at "Kfar
HaMishtalmim" Dormitories**

I, the undersigned: Surname _____ Given name _____

Identity no. _____ Permanent address _____

Cellphone no. _____ From the Faculty of _____

1. I hereby declare that my dormitory application form, which is an integral part of this letter of undertaking, has been filled out by me and that everything stated therein is correct and accurate. It is clear to me that the information I presented in the application is underlying the decision to give me authorization to reside at the dormitories in "Kfar HaMishtalmim" complex.
2. I also hereby declare I know that obtaining authorization to reside at the senior staff dormitories in "Kfar Hashamim" complex of the Technion, is part of the Technion's willingness to assist young staff members who have returned to Israel to acclimate and organize, in Israel in general and in the Technion in particular, inclusively providing them with a residential apartment in the complex.
3. I wish to assume, against payment, an unprotected authorization right which is not subjected to the tenant protection laws, in a _-room apartment numbered _ (hereinafter: **"the Dormitory Application Approval"**) located in the complex, with an attached warehouse located on the ground floor of the building (hereinafter: **"the Leasehold"**), in accordance with the terms of my undertaking herein, for a period or periods as may be approved by the Technion.
4. I hereby declare I have not given nor will I give any key money for the Leasehold and/or in connection therewith, as well I do know that on the day I give this undertaking of mine, the Leasehold is possessed by the Technion and no tenant is entitled to possess the Leasehold, and therefore the tenant protection laws will not apply to the Leasehold and/or in connection therewith and/or to the authorization relationship, thus in accordance with the provisions of the Tenant Protection Law [Consolidated Version], 5732-1972 and/or the regulations thereof.
5. It is very clear to me that the authorization to use the Leasehold is only meant for the residence of me and my family on my behalf, and I may not make use of the Leasehold for any other purpose. It should be clarified that commercial activity and/or political activity and/or conferences, gatherings, meetings, demonstrations, distribution of leaflets and/or any other material are strictly prohibited in the building.
 - 5.1. The authorization period will be from __until ____ (hereinafter - **"the Authorization Period"**).
 - 5.2. At the end of the Authorization Period, I undertake to vacate the Leasehold and make it available to the Technion, while it is clear of any person and/or object belonging to the tenant and in the same condition as it was received.

- 5.3. I know and accept that the Technion may notify me on the termination of the Authorization Period ahead of time, by a written notice that will be sent to me at my Technion email address, at least 90 days in advance.
- 5.4. In any event that I wish to terminate the Authorization Period, I may do so with a 90 days' advance written notice I will send to the Office for Academic Staff. It is my responsibility to make sure the notice is received. Only a notice whose receipt has been approved will be considered a notice for the purpose of this section.

6. Payment of authorization fee:

- 6.1. I hereby agree and undertake that to pay the authorization fee every month, through a standing order on the 10th of each calendar month, and that the amount of authorization fee I will pay for the Leasehold will be as will be published from time to time on the [student dormitories website](#).
 - 6.2. I agree and undertake that the authorization fees will be linked to the Consumer Price Index and updated when the cumulative CPI increase reaches 1% (1 percent), but in any case will not be updated according to the CPI increase more than twice a year.
 - 6.3. Despite the foregoing, I know and agree that if I enter the Leasehold between the 1st and the 15th of the month, I, the tenant, will pay the full authorization fee for that month, and if I enter the Leasehold between the 16th and the 31st of the month, I will pay half of the authorization fee for that month. Respectively, if I vacate the Leasehold between the 1st and the 15th of the month, I will pay half of the authorization fee for that month, and if I vacate the dormitories between the 16th and the 31st of the month, I will pay the full authorization fee for that month.
 - 6.4. At the end of the Authorization Period and/or in any extension thereof and/or on the date of leaving the Leasehold, the Technion will give me settling of accounts for my obligations to the Technion, and only after I receive a written approval that I have paid all my obligations to the Technion, will I be released from my obligations in accordance with this letter of undertaking.
7. The tenant hereby declares that he saw the Leasehold, examined it and found it fit and usable and suitable for his needs, and he hereby waives any allegations and/or claims and/or demands whatsoever in relation to the nature or condition of the Leasehold. The tenant will be able to indicate his reservations about defects in the apartment within only one week of receiving the key of the Leasehold.

8. The tenant's obligations:

- 8.1. I hereby clarify that all my obligations in connection with the Leasehold will also apply to my family and anyone on my behalf residing at the Leasehold.
- 8.2. I agree and undertake to hold the Leasehold and the equipment and furniture therein, as detailed in Appendix A, in good condition, to use it fairly and carefully and not to cause any damage or deficiency. As well I agree and undertake not to

harm or damage the building as a whole and/or any of its tenants and/or any of the other neighbors thereof.

- 8.3. I agree and undertake not to deliver or transfer or rent the Leasehold or part thereof, or my right in the Leasehold or any part thereof, for the Authorization Period or part thereof to anyone else, nor to allow anyone else to use or continue using the Leasehold or any part thereof, whether in return or for free.
- 8.4. I agree and undertake not to make any change to the Leasehold or any part thereof, including its external walls, nor to remove from the Leasehold any accessories and/or parts attached to it and/or which become any part thereof; Nor to make any addition or install any device inside or outside of it. However, it is clear to me that if I make any change to the Leasehold and/or make any addition, the aforementioned changes and/or additions will belong to the Technion and the tenant will have no right therein.
- 8.5. I accept that if the Technion requires restoration to the previous condition, I will carry out these works until the end of the Authorization Period, otherwise the Technion will be entitled to carry out the restoration works at my expense. Without derogating from my previous obligations, I know that it is strictly prohibited to drill in the ceramic tiles and change the color/shade of the walls in the Leasehold.
- 8.6. It is very clear to me that I do not and will not have any right to use the exterior of the walls and/or the ceiling of the building, and that the Technion has the full right to use the walls and the ceiling at all times in order to connect them to the building or to other buildings, as well as to build additional floors above the building or different buildings around it.
- 8.7. It is very clear to me that it is the Technion's full right to carry out any works of change, addition, renovation, demolition, development or construction near and/or in the building, including building additions (hereinafter – "**the Building Works**"), that I may not object to Building Works performance, and that I will not be entitled to any compensation, indemnification or benefit from the Technion, even if as a result of the Building Works performance I will suffer losses/and or damages.
- 8.8. It is very clear to me that I have no right whatsoever in the roof of the building, its premises, parking spaces and/or any other part of the building and/or around it and/or in the Technion premises, other than the authorization granted by the Technion, if and as much as it grants to others from time to time.
- 8.9. I undertake that I will make any payment I owe on the exact due date.
- 8.10. I undertake to allow the Technion or anyone acting on its behalf to enter the Leasehold at any reasonable time, in order to check if I fulfill all my obligations and/or check the status of the Leasehold and/or carry out repairs therein and/or require that I carry out repairs therein, all while it is clear to me that the Technion does not have any obligation to carry out any repairs within the Leasehold.
- 8.11. I will keep the cleanliness of the Leasehold and use the Leasehold in a careful and reasonable way and prevent any damage or deficiency therein, and whenever any

damage or deficiency is caused to the Leasehold or any part related to it, I will notify the Technion of the deficiency and/or damage immediately.

It is clear to me that I allow the Technion, without prejudicing its right to any other remedy or relief, to offset the costs of repairs from the amounts owed to me and/or to collect the aforementioned amounts through the standing order transferred to the Technion, insofar as these do not arise from reasonable wear and tear.

8.12. I agree that the Technion will be entitled - but not obligated - after I have been given two weeks' notice to fix the defects and have not fixed them, to make in my place, with prior coordination in a reasonable period of time, all repairs or other actions I must make and offset expenses incurred by it from the amounts owed to me, all without exhausting the Technion's rights.

8.13. I will fulfill and comply with all the provisions incorporated in any laws, by-laws, regulations, orders and directives of any competent government or authority applicable to the Leasehold and/or the use of the Leasehold.

If I cause damage to the other tenants or to the building, or violate any law provision as stated above, then I will bear all expenditure, including fines, compensation, legal and other expenses incurred by the Technion, and I undertake to pay these to the Technion within 7 days of its first demand. If the Technion is prosecuted for these acts of mine, I commit that I and/or the guarantors will indemnify it.

8.14. I undertake to use the Leasehold in a way that does not cause nuisance or unpleasantness to other tenants in the building or visitors therein, as well as not to disturb the rest of the building's residents and Technion students in any way. It is clear to me that I am responsible for the behavior of my guests and visitors and anyone on my behalf, and I will make sure that each one of them behaves properly and avoids doing anything that might interfere with the convenience of the other tenants and/or students or disturb the peace and order in the building. Whilst doing so, it is clear to me that it is forbidden to make a grill (outdoor grill/barbecue) on the balcony of the Leasehold.

8.15. I undertake to vacate the Leasehold and return it to the Technion immediately at the end of the Authorization Period and/or at the end of each extension period - if applied - and/or in any other case that my right to hold the Leasehold expires, while it is in good condition, clean, empty and usable as it was on the day of its delivery, excluding reasonable wear and wear.

8.16. I am aware that I may not transfer furniture and/or equipment from one leasehold to another, unless I obtain the Technion's prior written consent for that.

8.17. I know and agree that it is forbidden to keep animals of any kind in Leasehold and/or in the area of the complex.

8.18. I know that possession of firearms and/or explosives and/or flammable materials such as gasoline, oil and so on, is strictly prohibited.

8.19. In know that smoking in the public areas of the complex is strictly prohibited.

8.20. I know that it is forbidden to set or hang a lock on the Leasehold door other than the existing one. The Technion may disassemble or remove any lock or other bracket set or hung contrary to this section, and charge me for the expense of disassembling the lock.

9. Taxes and payments:

9.1. I know that all taxes and mandatory payments related to the Leasehold and applying by their nature to the proprietor of an apartment, will apply to the Technion, and the payment of municipal taxes is included in the authorization fee I pay the Technion.

9.2. I hereby commit to bear the payment of electricity and water bills, thus according to gauge reading. Electricity bill will be paid to the Technion or to anyone on its behalf supplying power to the building.

9.3. I know that the Leasehold is connected to "Hot" and that I will not be charged by an additional fee for the cable-TV package provided to the Leasehold (by "Hot" company). I know that the Technion may terminate at any time the engagement with Hot and/or switch to an alternative supplier, and I will have no claim and/or demand as a result thereof.

9.4. I know that I am entitled, at my expense, to connect to the Internet through the Computer Center of the Technion only (rather than through a third-party supplier), thus in accordance with the rates charged by the Technion from time to time.

9.5. I know that I am entitled, at my expense, to install a phone in the Leasehold through Hot company, which provides paid telephone services to the building.

10. It is known and clear to me that the Technion is not responsible for the Leasehold contents and that this responsibility is mine solely, and that I am entitled to purchase an insurance policy for the Leasehold contents.

11. Leasehold evacuation:

11.1. I undertake that in any event that my employment in the Technion is terminated, for any reason, I will have to vacate the Leasehold within 14 days of employment termination.

11.2. Immediately at the end of the Authorization Period as stated above, I undertake to vacate the Leasehold and deliver it to the Technion, while the Leasehold is free of any person and/or object belonging to me, except as stated in Appendix A, in good and proper condition, exactly as I received it.

I agree that if I do not fulfill the obligation stated in this section, I hereby undertake to pay a total of NIS 200 (two hundred NIS) for each day of delay in the Leasehold evacuation, as prefixed liquidated damages.

11.3. I know that the provisions of this section may not prejudice the Technion's right to receive any other remedy/ies and/or relief/s.

12. Collaterals:

To ensure the fulfillment of all my obligations to the Technion, I will provide a guarantor that will sign, at the same time I sign this letter of undertaking, an undertaking to provide a full and unqualified guarantee for all my obligations as stated herein, and/or in any extension period, and to pay the Technion any amount I will owe under the current agreement, immediately upon the demand of the Technion or its representative.

13. I know that violating any of my obligations under this agreement, will provide the Technion with a right to notify me of the agreement cancellation, and to demand any relief it is entitled to under any law or in accordance with any of my obligations.

14. **Miscellaneous:**

14.1. know that the Technion's refraining from taking action and/or using a right inured to it and/or using it restrictively, will not be considered consent and/or waiver of these rights.

14.2. Any change, shortening and amendment of the authorization extension will be made in advance and in writing and, for the purpose of this section the writing requirement is deemed material. My obligations or the authorization, including its duration, nature or conditions, may not be changed by way of conduct.

14.3. I do not and will not have any right to offset any amount I believe the Technion owes me from any amount I owe the Technion for authorization fees, and/or payments I owe the Technion for the use of the Leasehold and/or any of my obligations. For the avoidance of doubt, it is clarified that such waive of the right to offset may not detract from my right to appeal to the courts in a claim for any monetary relief.

14.4. I agree and understand that any damage and/or payment and/or expense and/or loss owed to the Technion under this agreement, may be deducted from any payment owed to me by the Technion, including wages, and by signing this letter of undertaking I hereby give the Technion an irrevocable order to do so.

14.5. Any notice emailed to my Technion address and/or to my known address, will be deemed received within 72 hours of being sent.

15. The courts and execution offices in the city of Haifa will have the exclusive jurisdiction for any claim and/or proceeding arising out of and/or concerning my obligations.

The Tenant

Guarantee

I, the undersigned: _____ - ID _____ address _____

Hereby confirm reading the terms of the tenant's letter of undertaking toward the Technion – Israel Institute of Technology (hereinafter: "**the Technion**"), and I hereby provide a fully and unqualified guarantee for all tenant's obligations, inclusively with respect to any extension of the Authorization Period, and I undertake to pay the Technion any amount the tenant will be obligated to pay under the current agreement, immediately upon the demand of the Technion or its representative.

For the avoidance of doubt, I hereby waive my status as a "single" and/or protected guarantor, as defined in the Guarantee Law, as much as I have such a status.

This guarantee will apply to any change, extension of the authorization, as well as any compromise or waiver that will follow, and we hereby release the Technion in advance from the obligation to inform me about them.

Signature

Appendix A

List of equipment -

Closets -

Upper and lower kitchen closets.
Wardrobe in each bedroom.
Wardrobe near the laundry machine.
Closet under the bath sink.

Equipment -

Electric cooktops and oven.
Refrigerator.
Split air conditioner in each room.
Sink/taps in the bathroom and kitchen.
Partition in the bathroom.
Desk.