

LEASE AGREEMENT

Dated 8th July 2013.

Donal Flanagan & Pat Mulcair (Herein after known as the 'Leaser'), c/o Mill House, 10 Mill Street, Galway.

And

Lease to Occupy

Upon payment of the appropriate deposits and Lease fees as hereinafter set out, the Lessee shall occupy the premises on foot of this Lease Agreement on a non exclusive basis and subject to the terms and conditions hereof. This Lease Agreement shall expire at the end of the period in respect of which the Lease fee has been paid unless it has been revoked earlier as hereinafter provided.

Revocation

The Leaser reserves the right to revoke this Lease on giving 28 days notice in the event of the following: -

- 1) The breach by the Lessee of any of the terms and conditions of this Lease.
- 2) On the Lessee ceasing during any of the Lease periods to be a registered student at NUIG Galway.
- 3) For such other reasons as the Leaser may consider necessary for the good and proper management of the Student Village.

Alternative Premises

As circumstances require, the Leaser retains the right at its sole discretion to change allocation of the premises within the Student Village. However in that event, any Lessee who is asked to change premises may choose instead to vacate the premises and will be refunded a pro rata proportion of the Lease fee by the Leaser.

Schedules

Schedules 1, 2 and 3 attached, form part of this Lease Agreement. The Lessee should sign below and where indicated at the end of Schedule 2. Schedule 3 (inventory of contents) must be signed by the Lessee at the time of occupation of the premises. Schedule 3 will be furnished to Lessees upon arrival to the residence. I have read the foregoing terms and conditions, and Schedules 1 and 2 attached and am in agreement with same. It is hereby confirmed that the Lessee has obtained independent legal advice as to the status and interpretation of this Lease Agreement, giving rise solely to the relationship of Leaser and Lessee. It is agreed and declared that nothing in this Lease Agreement and the Schedules hereto shall be or ought to be construed as granting any interest whatsoever in the premises or the apartment to the Lessee or giving rise to the relationship of landlord and tenant between the Leaser and the Lessee or as conferring on the Lessee any exclusive right of possession of the premises or the apartment, or any right of possession at all therein save to the extent necessary for the purposes of this Lease Agreement.

Signed by the Lessee _____ **in the presence of:**

Witness: _____

Address: _____

Signed by Pat Mulcair (Landlord)

And Donal Flanagan (Landlord)

Witness:

Address:

FIRST SCHEDULE

Premises

Situated in Apartment No. ("The Apartment") together with the use in common with other Lessees of the living accommodation, kitchen and bathroom facilities, and use of all common areas in the accommodation block at Donegan Court, New Road, Galway (hereinafter referred to as the "Student Village").

Lease Period

The Lease period commencing 26th August 2014 to 23rd May 2015, unless previous agreement has been made with the Leaser. **If however the Lessee vacates the premises during the Lease period no refund of rent or the security deposit will be made.**

Lease fee

Payment of the first moiety is required prior to occupation in order to validate your application at latest by **8th August 2014**. Payment of the second moiety is required by **5th December 2014**. All deposits must be paid prior to occupation. The amount payable for the first moiety is **€1870.00** and **€1360.00** for the second moiety.

Security Deposit

A refundable damage deposit **€300**, for the performance of the Lessee's obligations under this Lease is also payable with the first moiety prior to occupation. A **€300** non-refundable service charge for waste collection, TV/Internet and general maintenance is also payable. Leaser shall not be bound to apply all or part of the damage deposit in payment of any monies owed by the Lessee during the currency of this Lease. Subject to the performance of the Lessee's obligations under this Lease the balance of damage deposit if any will be posted to the Lessee's home address within 28 days.

Inspection/surrender of keys prior to refund of damage deposit

Every four weeks at the discretion of Leaser, the premises and apartment will be inspected. The Lessee will be informed if any work is required to be done or if the standard of cleanliness is not adequate and a time limit set for the carrying out of this work. If there is any damage caused to the apartment or the premises, which is not due to fair wear and tear or if any items are missing the cost of the repair of the damage and/or the replacement of missing items will be charged to the Lessee and payable to Leaser within seven days. The price list of items will be furnished to the Lessee on arrival. At the conclusion of the occupancy period all keys must be surrendered and the premises will be inspected by Leaser. When the management has inspected the apartment and is satisfied with its condition the damage deposit will be refunded within 28 days.

The inspection will be carried out after the Lessee vacates the premises. If the Lessee wishes to be present for this inspection prior arrangement must be made with Leaser. If the cleanliness of the apartment is found to be unacceptable to Leaser, a cleaning charge of €150 will be levied per apartment and divided equally between the Lessees.

Light and Heat – Deposit and Charges

Each apartment is metered separately for electricity. The Lessees in each premises are responsible for the payment of their ESB bills.

SECOND SCHEDULE

Terms and Conditions Binding on the Lessee

1. To pay the deposit and Lease fees without deduction, in the manner set out in this Lease Agreement. No refund of any pre-payment shall be made in the event of early vacation of the premises. **If the Lessee chooses not to take a place at Donegan Court prior to the commencement of the tenancy the following charges will be deducted from the security deposit:**

- **More than 10 weeks before tenancy commencement – A full refund will be issued.**
- **Between 5 and 10 weeks before tenancy commencement – A €150 administration charge will apply.**
- **Within 5 weeks of tenancy commencement - A €300 administration charge will apply.**

2. To be bound by all fire safety and other regulations for the safe and orderly management of the premises, the apartment and the student village as may from time to time be imposed and to acquaint himself/herself with these regulations and with the emergency escapes routes and not to interfere in any manner with the fire and safety equipment. **The unnecessary interference with the fire safety equipment is considered a serious act of vandalism. There will be a charge of €150 for this breach of the terms herein,** levied against the individual responsible or equally against all occupants of the apartment

3. Not to damage windows or doors.

4. Not to interfere with or overload any electrical apparatus installed in or on the apartment including the premises and not to install any additional electrical wiring, gas piping or portable gas or paraffin heaters into the premises or the apartment.

5. Not to misuse the lift.

6. Not to share possession of the premises or any other part thereof with any person (other than those holding under a similar Lease in respect of other premises in the apartment only) or to permit the premises hereby licensed to the Lessee to be occupied by any other person other than those authorised as aforesaid during the term of the Lease.

7. To occupy the premises assigned by the Leaser during the full Lease period. Transfer to other premises may only be arranged with the permission of and at the sole discretion of the Leaser.

8. This Lease is personal to the Lessee and may not be assigned, sub-licensed or otherwise dealt with in whole or in part by the Lessee.

9. The Lessee is responsible for the actions of any visitors that they may invite onto the premises.

10. To keep all furniture, fixtures, fittings, appliances and articles on the premises in the premises and the apartment in good and proper repair and to pay the Leaser an amount equivalent to the replacement cost of such items as may be lost, broken or destroyed during the currency of this Lease. It is acknowledged that an inventory of the items at the premises and the apartment referred to in this clause annexed to the Third Schedule hereto has been signed by the Lessee who admits that the said items and all fixtures and fittings are present in good order and condition.

11. Not to deface the premises, the apartment or the student village or to drive nails or drawing pins into the walls or woodwork, of the premises or the apartment nor to affix any form of sticky tape to plaster or woodwork or walls and to remove any of same within 28 days of notification by the Leaser. The repair cost of any defacement will be deducted from damage deposit, or at the Leaser's discretion, be payable by the Lessee to the Leaser on demand.

12. Not under any circumstances to part with possession of any keys to the premises or any security card for the purpose of gaining access to the premises or the apartment and to report any loss thereof immediately to Leaser. **The Lessee shall be liable to Leaser for the cost of the replacement of any key (€5) or key FOB (€25) so lost or destroyed.** If the key is lost more than once, the Lessee may be charged for the cost of a new replacement lock, for security reasons.

13. Not to dispose of any materials in any sink or lavatory or otherwise as to block so as to block any drains, pipes or sewers serving the premises.

14. Not to cover wall vents/fans in toilets in kitchens, as these are required for ventilation under the Building Regulations. Ventilation is also very important to avoid build up of moisture and mould growth, particularly in kitchen and bathroom areas.

15. Not to throw or deposit, or permit to be thrown or deposited, dirt, rubbish, rags or other refuse in or on the premises or any part thereof including balconies. To remove all waste from the premises and apartment on a regular basis and to at all times make use of the common rubbish bins (located in the car park area) in respect of such items.

16. To keep the interior of the premises in a clean and hygienic condition. If the premises and apartment is not maintained by the Lessee to a standard of cleanliness acceptable to the Leaser, the Leaser will arrange on the giving of 48 hours written notice to the Lessees to have the premises and /or apartment cleaned. The Lessee will be liable to the Leaser for the cost of cleaning (€150 will be charged per apartment) if cleaners have to clean the apartment as a result of noncompliance by the Lessee.

17. Not to use or permit the premises to be used otherwise than for residential purposes.

18. Not to hold parties in or on the premises or the apartment or in any part of the student village, not to play musical instruments or radios, televisions or other sound producing apparatus in such a manner as to cause distraction, annoyance or nuisance to the other Lessees of the apartment or the block and in particular not between the hours of 11 p.m. and 8 a.m. Security will be called if there is a disturbance after 11pm and the cost of which will be levied on the tenants. Abuse of this clause may, at the discretion of the Leaser and based on complaints from other residents, be grounds for termination of this Lease.

19. Not to keep a dog or any other animal, reptile, insect or pet in or on the premises, the apartment or in the student village.

20. Not to expose any bottles, containers, clothes or other articles in the area of the windows of the premises or the apartment. The Leaser reserves the right to remove such items without notice.

21. Not to hang or permit to be hung, or expose any clothes or other articles or to exhibit any sign board, poster or advertisement matter or placard, flag or banner outside in or on the premises or outside.

22. Not to place or cause any obstruction in or on the apartment or in any hall, stairs or landings, or in or on any part of the common areas and in particular not to place any vehicles, motorcycles or bicycles therein or thereon save in such locations as may be designated for the parking or storage of same. Repeated non-compliance will be grounds for termination of this Lease Agreement. Bicycle racks are provided on campus. If bicycles are found in apartments or common areas they will be removed.

23. Not to expose any washing or wearing apparel or any linen in or on any part of the premises, the apartment or any of the common areas. The drying of clothes is strictly forbidden in or on the premises/apartment and in or on the balconies.

24. Not to remain on the balconies of apartments between the hours of 11 p.m. and 8 a.m.

25. Not to store or keep or permit to be kept in or on the premises, the apartment or the student village any dangerous, combustible or unlawful substances or materials whatsoever and to report immediately the presence of such substances or materials to Leaser.

26. To report immediately to Leaser upon the occurrence thereof or the becoming aware of any damage to the premises or the apartment or any part thereof. This will avoid any costs going against the damage deposit at the end of term.

27. Not to impede or interfere in any respect whatsoever with Leaser in the exercise of its right to possession of the premises which is subject only to the rights of the Lessee under this Lease.

28. To inform the Leaser immediately of any emergency or situation requiring urgent attention. Outside of office hours assistance in any emergency should be sought from Joseph Ronan (086) 1083644 or John Fitzgerald (087) 2258505.

29. To remove all personal effects and belongings there from no later than the agreed time. If personal effects are not removed by the agreed time the Leaser may dispose of same at its discretion without incurring any liability to the Lessee.

30. The Leaser is exonerated from all liability from any loss of valuables or personal belongings kept in or on the premises, the apartment or student village which shall remain at the sole risk of the Lessee. This includes any, vehicle, motorcycle or bicycle parked in the car park and bicycle racks. It is advisable that the Lessee should insure all personal effects and belongings.

31. Not to cause any damage beyond normal wear & tear to any machine in the laundry. Abuse of this clause may, at the discretion of the Leaser and based on complaints from other residents, be grounds for termination of this Lease.

32. In the event of the breach of any of the terms and conditions herein contained the Leaser may at its sole discretion revoke forthwith this Lease and the Lessee shall vacate the premises on being given 28 days prior notice in writing, without prejudice to any other rights of the Leaser arising out of the breach of the terms and conditions of the Lease or otherwise.

33. All residents are permitted to have visitors to their apartment up to 11pm. However, the invitee is directly responsible for the behaviour of any visitors. Visitor numbers should not exceed 4 guests per apartment. Residents are not permitted overnight guests unless explicit consent is received from all apartment roommates and from a member of management. Overnight guests are not permitted to stay for a prolonged period.

34. There are CCTV cameras in operation on site. These cameras are provided for the security of all residents. The unnecessary interference with this equipment is considered a serious act of vandalism. There will be a charge for this breach of the terms herein, levied against the individual responsible.

Lessee: _____

Date: _____

THIRD SCHEDULE

Students please note that the third schedule (inventory of contents) of the Lease Agreement will be furnished to you upon arrival to the residence. After your inspection of the premises and contents you will be required to sign it and return it to the Leaser within 2 days of your arrival/receipt of key.

GUARANTEE

I _____ (“The Guarantor”), at the request of _____ (“The Lessee”) and in consideration of the grant of the within Lease Leaser to the Lessee will pay the Lease fee, and any other outgoings or charges (including fines) hereinbefore reserved on the dates and in the manner hereinbefore specified and will perform and observe all the Lessees covenants and conditions hereinbefore contained and in case of any default by the Lessee in respect of such payments or in the observance or performance of such covenants and conditions aforesaid I will pay and make good to LEASER ON DEMAND ALL AND ANY LOSSES, DAMAGES, COSTS, CHARGES, EXPENSES AND/OR FINES THEREBY ARISING OR INCURRED BY OR LEVIED ON THE Lessee PROVIDED ALWAYS AND IT IS HEREBY AGREED that any neglect or fore bearance of Leaser in endeavouring to obtain payment of the said payments hereinbefore observed when the same become payable or in enforcing the performance of the covenants and conditions hereinbefore on the Lessees part contained to be observed and performed and any time which may be given to the Lessee by Leaser shall not release or exonerate or in any way affect my liability hereunder and FURTHER PROVIDED ALWAYS that Leaser at its absolute discretion apply the balance (as hereinbefore defined) in partial or full satisfaction of any claims against the Lessee or myself.

Signed by the said: _____ (“The Guarantor”)

In the presence of Witness: _____

Address: _____

Guarantor Address: _____

Guarantor Telephone Number: _____