

Authorization Agreement

(unprotected)

Made and signed on _____ Month _____ Year _____

Between: The Technion, Israel Institute of Technology
Kiryat HaTechnion, Haifa 32000

of the first part

hereinafter: "**the Technion**"

And: _____ I.D. No. _____
Address _____

of the other part

hereinafter: "**the lessee**"

Preamble

Whereas a complex known as "Graduate Student Village", comprising 216 apartments, was erected in Kiryat HaTechnion (hereinafter: "**the Complex**");

And Whereas the lease is a young staff member of the Technion who returned to Israel from abroad;

And Whereas the Technion is interested in assisting young staff members returning from abroad to adjust and to settle in Israel, by providing them with residential quarters in the Complex;

And Whereas the Technion wishes to assist the Lessee to adjust, by providing him, for a fee, with a ____room apartment with an adjacent storage room in the Complex, on the street level floor of the building (hereinafter: "**the Leased Premises**"), under the terms of this contract;

And Whereas the Leased Premises include equipment and furniture, as specified in **Appendix A** to this agreement, which is an integral part hereof;

And Whereas the Leased Premises are vacant and the tenant protection laws and regulations are inapplicable to the Leased Premises and/or in connection thereto and/or to the authorization relationship;

And Whereas the Lessee wishes to obtain from the Technion right of authorization for the Leased Premises under the terms of this agreement;

Now therefore, it was agreed and stipulated between the parties as follows:

1. The preamble to this agreement is an integral part thereof.

2. The Technion hereby grants to the Lessee right of authorization and the Lessee hereby receives the Leased Premises from the Technion, subject to the terms of this agreement.

3. Inapplicability of the tenant protection laws:

The Lessee hereby declares and acknowledges that he did not and will not pay any key money for the Leased Premises and/or in connection thereto, and that on signing this agreement the Leased Premises were in the possession of the Technion and there was no tenant entitled to occupy them, and therefore the Tenant Protection Law (Consolidated Version) 1972 and/or Regulations, and any other tenant protection laws shall not apply to the Leased Premises and/or in connection thereto and/or to the authorization relationship.

4. Purpose and terms of authorization:

4.1 Authorization to use the Leased Premises under this agreement is granted solely for the purpose of the Lessee's residence, and the Lessee and/or any person acting on his behalf shall not use them for any other purpose. It is hereby clarified that any commercial and/or political activity and/or conferences, meetings, assembly, demonstrations, distribution of flyers and/or any other material in the building are strictly prohibited.

4.2 The period of authorization is _____ months only, commencing on _____ through _____ hereinafter: "**the Authorization Period**").

4.3 At the end of the Authorization Period the Lessee shall vacate the Leased Premises and surrender them to the Technion, empty of any person and/or personal objects of the Lessee, and in the same condition as received by the Lessee.

4.4 Either party to this agreement may terminate the Authorization Period prior to its date of termination by giving the other party at least 90 days' prior written notice.

5. Payment of Authorization Fee:

5.1 The Authorization fee is NIS _____ per month, linked to changes in consumer price index, and will be updated when the cumulative index increase reaches 1% (one percent), but in any event it will be so updated not more than twice a year.

5.2 The Authorization Fee shall be paid by standing order on the 10th day of each calendar month, every month in advance.

Notwithstanding the aforesaid, the Lessee hereby declares, acknowledges and agrees, that if he begins occupancy of the Leased Premises between the 1st and 15th of the month, he will pay the full authorization fee for that month, and if he checks in to the Leased Premises between the 16th and the 31st of the month, he will pay half the authorization fee for that month. Accordingly, if the Lessee vacates the Leased Premises between the 1st and the 15th of the month, he will pay half the authorization fee for that month, and if he vacates the Leased Premises between the 16th and the 31st of the month, he will pay the full authorization fee for that month.

5.3 At the end of the Authorization Period and/or any extension thereof and/or on checking out from the Leased Premises, the Technion and the Lessee will settle the account relating to the Lessee's debts to the Technion, and only after obtaining a written confirmation that all his debts to the Technion have been discharged, will the Lessee be relieved of any liability under this contract.

6. The Lessee hereby declares that he saw and inspected the Leased Premises, and found them fit for his use and suitable for his needs, and he hereby waives any claims and/or contentions and/or demands, pertaining to the quality of the Leased Premises or their condition. The Lessee may point out any reservations regarding defects in the apartment within one week only of receiving the key for the Leased Premises.

7. Lessee's undertakings:

The Lessee agrees and undertakes:

7.1 The Lessee will keep and maintain the Leased Premises, including the equipment and furniture specified in Appendix A, in good condition, and will not do anything liable to cause damage or disrepair to the Leased Premises and/or to the entire building and/or any of its tenants and/or neighbors.

7.2 The Lessee will not transfer, sublet or assign the Leased Premises or his right therein, in whole or in part, to any person or persons for the Period of Authorization or any part thereof, and will not permit any person or persons to use the Leased Premises, in whole or in part, whether for or without consideration.

7.3 The Lessee will make no alterations in the Leased Premises or any part thereof, including their outer walls, and will not remove from the Leased Premises any accessory and/or part affixed thereto and/or part thereof, and will not make any addition or install any instrument inside and/or outside the Leased Premises. Notwithstanding the aforesaid, all alterations or additions made by the Lessee in the Leased Premises will become the property of the Technion and the Lessee will have no right in them.

7.4 If the Technion demands that the Leased Premises be restored to their former condition, the Lessee will do so before the end of the Authorization Period, otherwise the Technion may do so at the Lessee's expense. It is clarified that the Lessee is not permitted to drill in the ceramic panels or to change the color/shade of the walls in the Leased Premises.

7.5 The Lessee is not and will not be entitled to use the outer walls of the building and/or its ceiling, and the Technion may, during the Period of Authorization, use the outer walls and ceiling in order to connect them to any other structure/s and to construct additional floors above the building or various buildings adjacent to it.

7.6 For the removal of doubt, it is clarified that the Technion may carry out work involving alteration, addition, renovation and demolition, development or construction inside and/or in close proximity to the building, including building additions (hereinafter: "**Construction Work**"). The Lessee will not object to the Construction Work, and it is hereby agreed, declared and

stipulated that the Lessee will not be entitled to any compensation, indemnification or privilege from the Technion for any losses and/or damages he may sustain due to the Construction Work.

7.7 The Lessee is not and will not be entitled to any right in the roof of the building, its yard, parking spaces and/or any other part of the building and/or its surrounding and/or the premises of the Technion, other than the authorization granted by the Technion, if and insofar as it is granted from time to time to other persons.

7.8 The Lessee will make every payment under this agreement on the due date.

7.9 The Lessee will allow the Technion or any person acting on its behalf to enter the Leased Premises at all reasonable hours for the purpose of verifying whether the Lessee is complying with the terms of this agreement and/or examining the condition of the Leased Premises and/or making repairs and/or demanding that the Lessee make repairs. However, nothing in the provisions of this section will be deemed to impose on the Technion any obligation to make repairs in the Leased Premises.

7.10 The Lessee undertakes to keep the Leased Premises clean and to use them in a reasonable and prudent manner so as to prevent any damage or disrepair, and to inform the Technion immediately of any damage and/or disrepair caused to the Leased Premises or any part thereof.

Without prejudice to any other rights for remedy or relief, the Technion may set off the cost of repairs against any amounts due by the Technion to the Lessee and/or collect said amounts through the standing order, provided such damage is not the result of reasonable wear and tear.

7.11 The Lessee hereby agrees that if the Lessee fails to meet his obligations under section 7.9 above after receiving a warning to repair the defects within two weeks, the Technion may, but is not obliged to, make such repairs and carry out in the Lessee's stead any other action he is required to take under this agreement, subject to giving reasonable advance notice, and set off the expenses against any amounts due to the Lessee, without prejudice to any other rights available to the Technion under this agreement.

7.12 The Lessee will abide by and comply with all the provisions of the laws, rules, regulations, orders and instructions, whether governmental or of a competent authority, that apply to the Leased Premises or the usage thereof.

Should the Lessee cause damage to other tenants or the building or breach any law, as previously stated, all expenses, including fines, damages, trial costs, and other costs incurred by the Technion shall be borne by the Lessee and payable to the Tehcnion within 7 days of first demand. Should legal action be brought against the Technion due to said acts of the Lessee, the Lessee and/or the guarantors will indemnify the Technion.

7.13 The Lessee will not do anything on the Leased Premises that is liable to cause a nuisance or interfere with the comfort of other lessees, visitors or tenants in the building, or the students at the Technion. The Lessee will be

responsible for the proper behavior of his visitors and guests and will ensure that they do not cause any inconvenience to the other lessees and/or students or disturb the peace in the building. It is clarified that barbecuing on the balcony of the Leased Premises is prohibited.

7.14 At the end of the Authorization Period and/or extension thereof, if any, and/or on expiration of the Lessee's right to occupy the Leased Premises, the Lessee will vacate the Leased Premises and return them to the Technion in good condition, clean, empty and fit for use as he received them, reasonable wear and tear excepted.

7.15 The Lessee will not transfer any furniture and/or equipment from one leased premises to other leased premises, except with the prior written consent of the Technion.

7.16 The Lessee is not permitted to keep animals of any kind in the Leased Premises and/or in the Complex.

7.17 It is strictly prohibited to keep weapons and/or explosive materials and/or inflammable materials, such as benzene, oil, etc.

7.18 Smoking in the public areas of the Complex is strictly prohibited.

7.19 The Lessee will not fix or attach a lock, other than the existing one, to the door of the Leased Premises, and the Technion may remove or detach any lock fixed or attached contrary to the provisions of this section, at the Lessee's expense.

8. Tax and payments:

8.1 All taxes and obligatory payments pertaining to the Leased Premises which by their nature are due by owners of apartments, will be payable by the Technion.

8.2 Municipal rates are included in the authorization fee paid to the Technion.

8.3 Electricity and water charges will be payable by the Lessee according to the meter reading. Electricity charge will be payable to the Technion or to any party supplying electricity to the building on its behalf.

8.4 The Lessee is aware that the cable company HOT (hereinafter: "**HOT**") provides services to the Leased Premises and that he will not be charged any additional fee for cable services provided to the Leased Premises by HOT. The Lessee acknowledges that the Technion may terminate its contract with HOT at any time and/or enter into a contract with another supplier, and he hereby waives any claim and/or demand in respect thereof.

8.5 The Lessee is aware that he may connect to the Internet, at his expense, only through the computer center at the Technion (and not through an external provider) at the rates charged by the Technion from time to time.

8.6 The Lessee is aware that he may install, at his own expense, a telephone line in the Leased Premises, through HOT, which supplies telephone services to the building for a fee.

9. Insurance of the Leased Premises

The Lessee declares and acknowledges that the Technion bears no responsibility for the contents of the Leased Premises and that he will be solely responsible for the contents of the Leased Premises and may take out an insurance policy to cover them.

10. Vacating the Leased Premises:

10.1 It is clarified that in the event of termination of the Lessee's employment at the Technion for any reason whatsoever, the Lessee will be required to vacate the Leased Premises within 14 days of termination of his employment.

10.2 The Lessee undertakes that at the end of the Authorization Period under this agreement he will immediately vacate the Leased Premises and return them to the Technion, empty of any person and/or objects belonging to the Lessee, other than as provided in Appendix A, in good and sound condition precisely as he received them.

If the Lessee fails to vacate the Leased Premises, as provided in this section, he will pay the Technion liquidated damages of NIS 200 for each day of delay in vacating the Leased Premises.

10.3 Nothing in the aforesaid in sub-section 10.1 will detract from the right of the Technion to any other remedy and/or relief.

11. Guarantees

To guarantee compliance with the Lessee's undertakings under this agreement, a guarantor on the Lessee's behalf shall, when this agreement is signed, sign a full and unqualified guarantee of the fulfillment of all the Lessee's obligations under this agreement and/or extension thereof, and of payment to the Technion of any amount owed by the Lessee under the current agreement, immediately on first demand by the Technion or its representative.

12. Breach of Agreement:

Sections 4,5,7,8 above are essential to the agreement, and any breach of them shall be deemed a fundamental breach. However, a delay in payment will be deemed a fundamental breach only if it exceeds 15 days.

13. Miscellaneous:

13.1 The failure of the Technion to take action and/or to exercise any right under this contract and/or the law and/or the limited use of such right by the Technion, will not be deemed consent and/or a waiver of such rights and/or requirements emanating from the terms herein.

13.2 Any alteration, shortening, amendment, extension or cancellation of this contract must be made in writing and in advance and insofar as this section is concerned, the requirement for them to be in writing is an essential one, and this agreement may not be amended by conduct.

13.3 The Lessee may not set off any amount owed by him to the Technion in respect of the authorization fee and/or the use of the Leased Premises and/or this agreement, against any amount, if any, allegedly owed to him by the Technion. For the removal of doubt, a waiver of said set-off right shall not detract from the Lessee's right to bring an action in court for any monetary relief.

13.4 Any damage and/or payment and/or expense and/or loss incurred by the Technion under this Agreement may be deducted from any payment due to the Lessee from the Technion, including his salary. By signing this agreement the Lessee gives the Technion an irrevocable instruction to do so.

13.5 The addresses of the parties are as stated above.
Any notice sent by registered mail to the above addresses shall be deemed to have reached its destination within 72 hours of dispatch.

14. The courts and execution offices in Haifa shall have exclusive jurisdiction over any claim and/or proceeding emanating from this contract and/or related thereto.

In witness whereof the parties hereto have signed this agreement,

The Technion

The Lessee

Guarantee

I the undersigned: _____ I.D No. _____ Address _____

hereby confirm that I have read the terms of the authorization agreement between the Technion – Israel Institute of Technology (hereinafter: "**the Technion**") and _____ (hereinafter: "**the Lessee**") and I guarantee, by a full and unqualified guarantee, the fulfillment of the Lessee's obligations under the above agreement and/or any extension thereof, and I undertake to pay the Technion immediately on demand by the Technion or its representative, any amount the Lessee owes the Technion under the current agreement.

For the removal of doubt I hereby waive the status of a "single guarantor" and/or "protected guarantor", within the meaning of these terms in the Surety Law, insofar as I have any such status.

This guarantee shall apply to any amendment or extension of this contract, and any settlement or waiver ensuing therefrom, and we release the Technion in advance of any duty to notify me of them.

Signature

Appendix A

List of equipment -

Closets and cabinets -

- Upper and lower kitchen cabinets
- A closet in every bedroom
- A closet in the area of the washing machine
- A cabinet under the bathroom sink

Equipment -

- Electric cooking and baking stoves
- Refrigerator
- Air-conditioner in each room
- Sink/faucets in the bathroom and kitchen
- A bathroom divider
- A desk

To:

The Technion – Israel Institute of Technology

I hereby confirm that on _____ I took possession of apartment No. _____ in building _____ at the Graduate Student Village, within the framework of the Lease I signed with you.

Date

Name

Signature