

**BANIVILLAS**

**HOUSING CONTRACT FORM**

This document creates a legal obligation between Banivillas and the tenant, so please read it and make sure you understand its terms and conditions before you sign. This agreement is governed by Ghana law.

By signing this document:

- You certify that all information contained in this application is true and complete.
- You understand that false information may be grounds for rejecting your application or for immediate termination of the Agreement at any point in the future if you are granted Residence.
- You authorize the verification of any or all information listed above.

**Schedule A - Personal Details**

NAME: ..... ..

Surname

Middle

First

E mail .....

Telephone: Home ..... (Cell) .....

Postal address: .....

Home Address: (Ghanaians - Ghana Post GPS Address) .....

Home Address: (Non - Ghanaians GPS Address) .....

Nationality: .....

Institution / Univ. Enrolled..... Year .....

Program/ Course ..... Final Year .....

Name of Parent or Guardian / Next of Kin: .....

Residential Address: ..... E mail: .....

Mob. Phone Number (s).....

Kindly provide us with the following:

- i. One (1) recent passport size photographs&
- ii. A signed letter of Consent from your parent/ Guardian or next of kin together with a photocopy of the person's national ID.

## Schedule B – Room and Payment Details

### ADDRESS OF RESIDENT AT BANIVILLAS:

BLOCK..... ROOM No.: ..... APARTMENT No:..... FLAT No:.....

### PERIOD OF RESIDENCE:

**The period of residence shall be the period covering first & second semesters of KNUST'S UNDERGRADUATE academic calendar year 2020/2021.**

### DURATION OF SEMESTER

First Semester :..... Second Semester:.....

### TYPES OF RESIDENCE/ ROOMS AVAILABLE

- ✓ Apartment - One & Two Bedroom Furnished Apartment
- ✓ Flat - En suite room with fan, AC and kitchenette.
- ✓ Deluxe Room - En suite room with fan and AC.
- ✓ Standard Room - En suite room with fan.

ADVANCE BOOKING: 50% of Total Rent is required **before** a specific room can be reserved for an individual.

### PAYMENT TERMS:

- ❖ **All payments under this agreement shall be by bankers draft made payable to Banivillas Hostel or direct payment into Banivillas' Designated account.**
- ❖ The applicant is expected to make a full payment of rent fees and applicable refundable security deposit in respect of the preferred Apartment **before occupying the room.**
- ❖ A copy of the signed tenancy agreement should be returned to management of Banivillas.
- ❖ Banivillas reserves the right to review the various rates stated in the contract agreement without prior notice to the Tenant. However, any review of the rates shall be communicated to the Tenant in writing at the earliest possible time.
- ❖ Banivillas shall allocate their Residence purely on “first come first served” basis.

### REFUNDABLE MAINTENANCE DEPOSIT

The Tenant shall pay a security deposit depending on the type of room/apartment and the number of students per room/apartment before taking possession of and moving into residence which may be used to offset cost of damage to the apartment or breach of lease. The deposit remaining shall only be returned to the Tenant after an audit, reconciliation and inspection carried out at the expiration of the tenancy.

## Schedule C

### 1. DEFINITIONS AND INTERPRETATION

In this agreement:

“**BANIVILLAS**” means the business entity or its authorized person that is offering apartment or residential facilities.

“**TENANT**” means the person whose name appears on the top of this agreement.

“**COMMON PARTS**” means any shared rooms allocated to the Tenant and those parts of the Banivillas property, which are necessary for the purpose of gaining access to the apartment and or the property.

“**CONTENTS**” means the fixtures, fitting and equipment in the Residence and the common parts.

“**PAYMENT TERMS**” means mode of payment in Schedule B.

“**LENGTH OF STAY**” means the period of residence listed in Schedule B.

“**APARTMENT**” means the residence described in Schedule B.

“**SERVICES**” means

- a. Provision of electricity to the common parts.
- b. Disposal of rubbish deposited in proper receptacles by the Tenant in the property
- c. Provision of cold running water to the apartment.
- d. Cleaning of the common part, but not the inside of the apartment.
- e. Provision of Cable TV satellite dish
- f. Provision of air conditioners in the apartment.

“**REFUNDABLE MAINTENANCE DEPOSIT**” means security deposit paid by tenant depending on the type of room/apartment and the number of students per room/apartment which may be used to offset cost of damage to the apartment or breach of lease.

If there is more than one Tenant to an apartment, these conditions apply to the Tenants jointly and separately.

Unless the context otherwise requires, words in the singular includes words in the plural and words in the plural includes words in the singular and words in any gender include words in any of the remaining gender.

If any term in these conditions is found to be void or unenforceable or not binding, the remaining terms are to be applied as if the void or unenforceable or not binding term had not been included.

## **2. TENANT'S RIGHTS AND COVENANTS**

The Tenant(s) has the following rights:

- To occupy the apartment specified on Schedule B.
- To use the contents of the apartment unless otherwise stated.
- To use the common parts
- To the supply of the services
- To ensure that a move-in inspection of the Apartment is conducted with the Estate Officer or General Manager of Banivillas or their Assign to ensure that all equipment are functioning and services supplied before signing to occupy the apartment.
- To vacate the apartment (in a clean and tidy condition) not later than 12pm after the expiration of the tenancy.
- To ensure that before handing over the key to the Estate Officer or his/her assign a room's inspection is conducted with the Estate Officer and or the General Manager to ascertain the state of the "Contents" of the apartment and a Room vacating Form filled and signed. Failure to do so may result in the forfeiture of the deposit which may be used for any repairs.
- To allow Banivillas at reasonable times on reasonable notice except in emergency to enter the apartment for the purpose of repairs or inspection.
- To comply with all legislation, rules and regulations of Banivillas.
- To report promptly to Banivillas any damage or want of repair or failure of the services.
- To pay to Banivillas all costs incurred in enforcing the Tenant's obligations or arising from a breach of them.
- To notify Banivillas in advance if the apartment is likely to be unoccupied for more than 3 days.
- To notify Banivillas whenever you are travelling outside of Kumasi
- To notify the porter on duty whenever you go out or come into the residence.
- To ensure that each visitor complies with the regulations of Banivillas and the Tenants covenants outlined herein failing which the Tenant shall be liable for any breach by the visitor.
- To notify the Estate Officer or the Head Of Security or the House Keeping Head of any visitor who may stay overnight for not more than 3 days.
- To dispose of rubbish generated in proper receptacles placed at the Common Parts.
- To park vehicles only in designated areas and in an orderly manner.
- To switch off all electrical / electronic appliances when going out of the hostel to forestall voltage or electrical power problems that may result in a fire outbreak.
- To ensure safe keeping of room keys and locking of doors constantly especially when you have some valuable items to reduce drastically your exposure to theft.
- To report any case of theft to the Police even after drawing the attention of authorities of Banivillas.

- To pay a security deposit depending on the type of room/apartment and the number of students per room/apartment before taking possession of and moving into residence which may be used to offset cost of damage to the apartment or breach of lease.

NB: The deposit remaining at the expiration of the tenancy shall be determined and refunded to the Tenant only after an audit, reconciliation and inspection has been carried out at the expiration of the tenancy.

- To allow Air conditioner(s) in the Apartment to undergo once a semester routine maintenance by Banivillas Approved Technicians at a cost of Gh.....

NB: This cost will be debited against the security deposit.

The Tenant(s) shall not engage in any of the following:

- Not to do anything which may cause damage to the electrical installation or equipment in the apartment or the property as a whole or which may be a fire risk or in any other way put the health and safety of others or Banivillas's property in danger.
- Not to change or add to paint work or attempt to repair the structure or decorative finish of the apartment, the Common Parts, or the Contents.
- Not to share the apartment or sub – let it or transfer occupancy to any person.
- Not to cause any obstruction of the Common Parts.
- Not to engage in any activity or cause any activity to be carried out that causes nuisance or disturbance to other residents or damage to Banivillas property.
- Not to bring into the apartment any pet or animal.
- Not to engage in reckless driving or over-speeding within the premises of Banivillas
- Not to move, change or add furniture, pictures, wall hangings, carpets, other fixtures especially electrical or TV cabling without written consent of Banivillas.

### **3. BANIVILLAS RIGHTS, COVENANTS AND LIABILITY**

Banivillas shall:

- Remove from the Residence or Common Parts any article which constitutes a fire safety risk but will return it to the Student on termination of this agreement
- Not interfere with the quiet enjoyment and occupancy of the apartment, except in accordance with this Agreement and government legislation.
- Provide the "Services" stated above.
- Ensure that Banivillas has 24 Hour Security.

- Lock the two main gates to all visitors 10:30pm each day. Visitors can only come in after this time with the permission of the Estate Officer or his/her assigned or the Head Porter.
- Lock the two main gates to all Residents 11:30pm each day. Residents who may be outside the Hostel after 11:30pm must contact the Estate officer or his/her assigned to be allowed in by Security personnel.
- Not accept liability for loss or damage to property stored on its property by the Tenant whether or not permission was granted for such storage.

Finally, Banivillas' liability for loss or damage to person or property is excluded to the extent permitted by law.

#### **4. BANNED ACTIVITIES**

The following activities have been banned on Banivillas Hostel premises and it shall be considered a gross misconduct for any student to indulge in them.

- Possession of Fire Arms:

It shall be a breach of Banivillas Hostel's Rules / Regulations for any Tenant to be found in possession of fire arms.

- Smoking:

Smoking in public or in the apartment/room is prohibited. It shall therefore be an offence for any Tenant to be found smoking in and around the hostel premises.

- Narcotic and illicit Drugs:

It is an offence and breach of the Banivillas Regulations to indulge in the sale and use of Narcotic and illicit Drugs.

***NB: Any Tenant found indulging in any of the above activities will suffer the immediate termination of his/her tenancy as well as forfeiture of any rental balance. In addition, he/she shall be reported to the Police and Dean of Students.***

#### **5. TERMINATION**

Banivillas may terminate this agreement at any time if -

- The Tenant is in breach of any of the Tenant's obligations or
- Any payment is overdue by 21 days.

The Tenant may terminate this Agreement at any time by serving at least a month's notice on Banivillas in the case of a tenancy of 4 months or more or two weeks' notice in the case of a tenancy between 1-3 months. Under any of such situations only 50% of the rental balance calculated on a pro rata basis shall be refunded to the Tenant.

In case of termination by Banivillas which is not due to any of the conditions stated under section 5, Banivillas shall refund the rental balance calculated on a pro rata basis and deposit, after deducting amounts to be incurred for repairs to damages caused by the Tenant or visitors of the Tenant.

**6. WAIVER**

The failure of either party to insist upon a strict performance of any of the terms or provisions of this Agreement or to exercise any option, right or remedy herein contained, shall not be construed as a waiver or as a relinquishment for the future of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect.

Any waiver by either party of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or of any provision of this Agreement.

**7. SEVERABILITY**

If any condition of this Agreement is held by any Court or other competent authority to be void or unenforceable in whole or in part this Agreement shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.

**8. DISPUTE RESOLUTION**

Any dispute, controversy or claim arising out of or in connection with the interpretation or performance of this Agreement save for disputes connected and related to Banned Activities under Clause 4 herein shall be resolved by negotiation between the parties hereto.

**9. AMENDMENT**

Banivillas reserves the right to amend any part of this Agreement on notice to the Tenant and such amendment shall be valid or binding when duly executed by the parties hereto.

**10. FORCE MAJEURE**

In the event of unforeseeable occurrences, Acts of God or natural disasters that may render the Apartment to become unfit for the purposes intended, the rent hereby reserved or a fair portion thereof according to the nature of and extent of the damage sustained shall be suspended and cease to be payable until the Apartment shall be rendered fit for the purposes intended by this Agreement **SAVE THAT** the Apartment shall not be deemed '*unfit for the purposes intended*' if the Tenant has use of the Apartment for storage or any other use during the period of an unforeseeable occurrence, Act of God or natural disaster.

**11. ENTIRE AGREEMENT**

All the schedules contained herein together with any instruments to be executed and delivered pursuant to this Agreement, constitute the entire agreement between the parties and supersede all prior understandings and writings.

**12. NOTICE**

Any notice or other information required or authorized by this Agreement to be given by either to the other may be delivered personally or by email or comparable means of communication.

**BANIVILLAS**

Email:

**TENANT**

Email:

Any notice or other information sent by email or comparable means of communication before 4.00pm on a working day at the place of receipt shall be deemed to have been duly sent on the date of transmission provided that a confirmation copy is received.

**IN WITNESS WHEREOF** each of the Parties hereto have caused this Agreement to be signed in their respective names on the date first above written

**SIGNED** by the said .....  
for and on behalf of Banivillas

in the presence of:

Name:

Address:

Signature:



**SIGNED** by the said Tenant

in the presence of:

Name:

Address:

Signature:

