

Date 16-Feb-2025**ACCOMMODATION CONTRACT****Page 1 of 4****Student Information**

Full Name Tsumura Kanon
Nationality Japanese Date of Birth 12-06-2004
Mobile No +81 70-8540-3476 Email Address kanon612rabbit@gmail.com
Gender Female Access Card No Access Card
Home Address Tokyo Hachiouji Koyasumachi 1-35-1-310
Home Number 042-646-7505

Parent/Gaurdian Information

Parents/Guardian Name Kazutaka Tsumura
Parents/Guardian Address Tokyo Hachiouji Koyasumachi 1-35-1-310
Parents/Guardian Contact No 07084313425

Property Information

Room Type None Main Unit None
Booking From Date 16-Feb-2025 To 16-Mar-2025 Room Rate Agreed AED 2,300.00 +5% VAT
Security Deposit 550
Institute/University English path
Emergency contact person from the University _____

Terms and Conditions

This contract (Rental Agreement hereinafter) is has been signed by and between Mr./Ms. Tsumura Kanon holder of Japanese (Nationality), passport TT7445868 and ESAW, regarding the rent of the Apartment/Private room/Sharing room tenement locates at Building No 11, Al Khail Dubai.

This Agreement has been signed on a basis starting from 16-02-2025 (Start date) and shall 16-03-2025 (End date) OR one of the parties terminate the agreement with a one-month prior written notice. The contract period shall be based on the start date and end date. The resident is solely responsible to renew the contract prior to the expiration of the current contract.

Residents shall pay rent amount in advance for the Room booked for before check in. The monthly rent is AED 2300 which shall be paid to ESAW, not later than the end of the current month in advance. If the rent is unpaid within a notified period, ESAW may evict the resident with a written notice 2 days in advance. The daily rate shall apply to all renewals with a duration of less than one month. A penalty will be imposed on any payment that is not received by the due date specified in your invoice. The penalty will be AED 50 per additional day, and it will be added to the outstanding balance for any late payments.

All the advance rental payments including any type of discounted package, offer package are non-refundable, non-transferable, and non-freezable; residents explicitly acknowledge and consent to this policy by acknowledging to the Accommodation contract.

The agreement is only a license to occupy and use the residence space assigned to the guest for a limited period. This agreement is personal and non-transferable.

Defamatory: Residents shall maintain the reputation of ESAW and shall not take any action or make any statement, whether oral or in writing, public or online, against ESAW that is defamatory or derogatory is done with the purpose of causing harms to the reputation of an individual/organization, its business. This Clause shall survive termination of this Agreement without notice and refund.

Communication channels: To ensure effective and clear communication throughout the process, it is necessary for all communication between the residents and ESAW official to be in writing by email.

Room Assignment. ESAW reserves the right to assign Guest to any room that is available, and to change the assignment of Guest's Room during the term of this Agreement. Unauthorized room/apartment shifting without prior approval from the management are strictly prohibited.

Room and Amenities. The Room will be furnished and include a [list of amenities]. The residents shall maintain the room and the amenities in a clean and operable condition. The amenities provided in each apartment are intended for communal use. Residents are strictly prohibited from imposing restrictions on other occupants. Residents are prohibited from bringing any additional furniture or electronic items or any objects into the apartment.

Electronic scooters or bicycle are strictly prohibited from being brought inside the apartment. They must be securely locked and parked in the designated parking area. Proper locking procedures must be followed. The resident is solely responsible for any loss or damage, and ESAW will not take any responsibility.

Standard residential consumption of electricity, water, and sewerage utilities is encompassed within the rental agreement. ESAW retains the authority to levy charges on students for any usage deemed non-residential, unreasonable, or excessive use of services.

Students are required to present a valid student ESAW ID card to be authorized to use the transport facility. Access to the transport service will not be granted to students without a valid ID card. Any unauthorized use of the transport facility will result in charges, and the incident will be reported to the appropriate authorities. Shuttle bus service operates on a first cum first serve basis; Seats are subject to the availability.

ESAW Reserves the Right: To enter any room for the purpose of inspection, repair, cleaning inventory health or safety hazards or other emergencies. To change or cancel your assignment in the interest of order, health or safety.

To levy and collect charges for:

- Damages to room, furnishings and/or building and or to any amenities
- Unauthorized use of room, furnishings, and/or building, and/or bed
- Alterations of any room, furnishings, and/or building facilities, and/or
- Disciplinary actions arising from violations of rules, regulations, policies and procedural information of the residential. To cancel the Agreement for the protections of other Residents/Students.
- Penalties will be enforced for any unauthorized relocation of furniture.

Residents are strictly prohibited from creating excessive noise within their apartment, including the use of loud phone calls, or playing loud music, which may cause disturbance to other occupants.

Residents are restricted in entry into the other apartment. Accessing any apartment / room / bed other than the one assigned is strictly prohibited and will result in penalties. Any breach of this policy shall result in the termination of the contract without notice and refund.

ESAW retains the prerogative to introduce additional residents to the shared living space intended for multiple occupants without prior notification to current residents. Student in shared accommodation will show the utmost respect for the other resident of the accommodation and for their belongings. The rights of all tenants in the shared space are considered equal, with no individual granted precedence or preference over others.

The residents agree to indemnify and hold harmless the ESAW and its officers, directors, employees, agents and affiliates from any claim, liability, loss, damage, cost, or expense (including without limitation reasonable attorneys fees) arising out of use of personnel belongings (tangible or intangible) or related to students use of the service offered within The ESAW or loss of data or any materials downloaded or uploaded through the service, any actions taken by student in connection with students use of the service, any violation of any third partys rights or a violation of law or regulation, or any breach of this terms and conditions.

ESAW is authorized to collect, retain, and manage resident data (Personal Data) to fulfill its obligations under the accommodation contract, in compliance with relevant data protection laws and our privacy policy.

In the event that where there are significant concerns regarding the residents health or well-being, ESAW reserves the right to utilize the emergency contact number provided by the resident during admission.

Disciplinary violation could lead to immediate termination of Residency without notice. ESAW reserves the right at its sole discretion to determine if any past behavior, conduct or activity of any Residents/student is such that the interest of the residents, student, and/or other students would best be served by terminating this Agreement without notice and refund.

Alcohol and drug are prohibited in ESAW. If the residents found in violation of the alcohol and drug policies will be reported to the appropriate authorities for disciplinary actions. alcohol and drug violation could lead to termination of residency without refunds & notice.

Losses or damages ESAW shall not be responsible for any losses or damages regarding any and all personal property of residents regardless of the cause(s) of said losses or damages.

Guests/Visitors are not allowed in the Rooms. Guests/Visitors are only allowed in the reception, Study Hall and Common Room with prior permission between 8.00 am to 9.00 pm.

Check-out: Residents are expected to remove all their personal belongings at the time of check-out. The ESAW does not hold/keep personal properties after checking out. If the resident fails to pay the rental amount in advance and is away from the accommodation for more than one week, ESAW reserves the right to remove the resident's belongings and luggage from the allotted room.

The cancellation and Refund Policy :

Pre-Check-in Cancellation Policy: This policy applies to all bookings made through our website, directly, or via any third-party or booking platform. Residents may terminate this accommodation contract within fourteen (14) days of the booking confirmation date (*EP Package students are excluded), *provided that cancellation occurs at least 24 hours before the check-in date. A penalty of AED 200 will be deducted as an administrative charge, and any amounts paid in advance, including the deposit, will be refunded after this deduction. In case of any dispute arising from this policy, the company's decision shall be final and binding. If residents terminate this accommodation contract after 14 days from the booking confirmation date, or within 24 hours prior to the check-in date, cancellation charges will apply, and the residents agree to pay the full amount for the total number of days or period stated in the accommodation contract or in the booking confirmation document, shall be paid as cancellation charges.

Post – Check in cancellation: During the stay in the Property, cancellation charges will apply and the residents agrees that full payment for the total number of days stated in the accommodation contract period shall be paid as cancellation charges.

Post – Check in cancellation for EP students during the package period: Any cancellation made after check-in will be considered as breach of contract which will incur a penalty equivalent to one month's rent from the date of cancellation, and it will be deducted from the security deposit & the amount paid. Any balance after deduction will be refunded.

****EP students are not subject to this after they finish their EP packages.**

Security Deposit : The security deposit may be remitted in US dollars; however, refunds will be disbursed only in United Arab Emirates Dirhams (AED).

- Any damages will be charged according to the prices in the damage charge list. Where the damage is over the security deposit, the ESAW will use appropriate means to recover the cost of the damage
- Failure to providing a written notice of one month prior to the check-out date will result in a penalty. The penalty amount will be equal to one month's rent and will be deducted from the security deposit.
- If the resident breaches the agreement timeframe, the short-term and long-term differential monthly rate amount for the entire stayed months will be deducted from the security deposit. In the event of opting for any discounted package or offer package, it is imperative to adhere to the agreed period. Failure to comply will result in deducting from the security deposit the actual rental amount for the duration of the stay.
- The resident must collect the security deposit within 7 days after the end of the rental agreement period. If the resident fails to collect the security deposit within the specified time frame, the deposit will be forfeited.
- The check out notice period for EP Students arriving under the package will be seven days only during their first month of check-in. After the initial month, written notice of 14 days prior to the check-out date is required.

Link Payment: A 3.5% additional charge will be applied to all payments made through the provided payment link.

Bank Transfer: Any charges incurred during a bank transfer must be covered by the student. Please ensure the full amount is received without any deductions. If payments are not received in full as specified, the outstanding amount will remain unpaid or be deducted from the security deposit provided.

For extensions or renewals, we require a minimum booking of three months. If the resident breaches the agreed-upon timeframe, the security deposit will not be refunded.

Special requests & approval for release from cancellation without penalty is subject to the submission of proper documentary evidence to recommend for management consideration.

Any dispute or claim arising out of or in connection with tenancy, or its subject matter shall have exclusive jurisdiction in the courts of Dubai, which will be governed by and construed in accordance with the laws of United Arab Emirates as applicable in the Emirate of Dubai.

Resident agrees as a condition of Agreement to comply with all ESAW rules, regulations, policies and procedural information, which are now in effect or that are amended or enacted during the term of the Agreement.

In Witness Whereof, the parties have executed this Agreement as of the date first above written.

ESAW STUDENT ACCOMMODATION LIST OF VIOLATIONS

Be charged immediately/will need to make immediate payment for violations caused to remain the residence:

01. Loss of the access card of the main door – AED 220
02. Loss of the access key to the room or any other keys inside the apartment – AED 50 per key
03. Loss of the wardrobe key – AED 25 per key
04. Alcohol consumption within the premises - 250 AED
05. This area is a non-smoking residence. If the resident is found smoking/vaping/using an e-cigarette inside the ESAW building (rooms, public places, staircases, corridors, lounges, balconies, etc.), the penalty will be issued immediately - 200 AED
06. Trespassing into floors/apartments/room/bed not assigned to you is strictly forbidden and will lead to penalties - 500 AED
07. Playing loud music or movies, making noise in the lounge, etc. – AED 100
08. Causing a fake evacuation alarm – AED 500
09. Leaving the apartment dirty at any time (garbage/fridge/bathroom/kitchen) – AED 100
10. Not disposing of garbage in the "Garbage Room" – AED 100
11. Causing any damage to the gym equipment and other common areas - Substitute Cost + 25%
12. Bringing an external guest to the room – AED 500
13. Causing any damage to residential areas/missing items upon checkout - Substitute Cost + 25%
14. Unauthorized use of ESAW transport without ID card – AED 500
15. Bringing Electric Scooter to the Building/Apartment – AED 250
16. Second repetitive violation - Double fine of the first violation penalty
17. Third repetitive violation - Triple fine of the first violation
18. Damaging any asset - Price of the Asset + 20% charge this amounts. (Pillow Protector – AED 20; Double size Waterproof Protector & Bedsheet - AED 70; Single size charge - AED 50; Blanket - AED 100; Premium private room - AED 130; Mattress - AED 500; Pillow - AED 75

Signatures:

Tenant Name : Tsumura Kanon

Date : 16-02-2025

Signature