

## RESIDENTIAL HOUSING AGREEMENT

**Porto Alto: Portela & Portela, Lda**, a private limited company with Portuguese company registration number 501065547 and registered office at Rua de João de Oliveira Ramos, 87, 4000-294, Porto,

and

**The Resident:** duly identified in the Booking request submitted on [www.portoalto.com](http://www.portoalto.com).

Whereas:

- A. Portela & Portela Lda is the owner and the operator of Residencia de Estudantes Porto Alto, a temporary residential unit, classified as "Hostel" and located at Rua de João Oliveira Ramos, 73, Porto, Portugal, hereinafter Porto Alto.
- B. The Resident intends to rent accommodation in the residential unit identified in the Booking Request, which constitutes an integral part of Porto Alto's estate.

Upon presentation of a Booking Request on Porto Alto's official website [www.portoalto.com](http://www.portoalto.com) and its Acceptance, the Parties herein conclude a Residential Rental Agreement which is governed by the following provisions:

### CLAUSE 1

#### SUBJECT

- 1.1.** Under this Agreement, Parties agree temporary residence in the Apartment identified in the Booking Request including the use of the common areas of the building therein, pursuant to the conditions set out in this Agreement and which the Resident expressly declares to know and accept.
- 1.2.** The residential unit identified in the Booking Request consists of an apartment with private bathroom and kitchenette, presented in good state of repair, furnished and fully equipped according to the attached list, identified as Appliances and Equipment of the Apartment, hereinafter referred to as "Apartment".
- 1.3.** Unless expressly agreed between the Parties upon submission of the Booking Request, the Apartment will be for the exclusive use of the Resident, being expressly forbidden the assignment of his/her contractual position, under any title, to third parties.

### CLAUSE 2

#### COMMON AREAS

- 2.1.** The Resident will also be entitled to access the following common areas and to use them in accordance with this Agreement and the Terms and Conditions of Use:
  - a) Foyer with TV set, lounge and vending machines;
  - b) Communal Laundry- *Lavandaria*;
  - c) Designated outdoor smoking courtyard
- 2.2.** Whenever the Agreement includes the right to use a parking space, the Resident will be entitled to access the garage.

### CLAUSE 3

#### SERVICES PROVIDED

- 3.1.** Porto Alto will provide the Resident with electricity, water, central heating (from November 1<sup>st</sup> until April 30<sup>th</sup>), internet, Wi Fi and cable TV.
- 3.2.** Porto Alto house services will carry out a weekly cleaning of the Apartment, replacing bed and bath linen on the day of the cleaning.
- 3.3.** The abovementioned services constitute an integral part of the subject of the entire Agreement, and are included in the fixed price, and cannot be waived or negotiated.
- 3.4.** The Resident may request changes of bed linen and bath towels in addition to the weekly planned, or additional cleaning services, which will be charged additionally in accordance with the current Price List available online at Porto Alto's website.

### CLAUSE 4

#### DUAL- RESIDENTS' APARTMENTS

- 4.1.** If a Dual-Residents accommodation has been selected by the Resident, he/she must, in the Booking Request, provide all the necessary identification data of the Second Resident.
- 4.2.** The Second Resident shall be granted all rights and imposed all obligations arising from this Agreement, where applicable.
- 4.3.** The Resident is fully responsible for the full compliance of the Second Resident regarding the provisions in this Agreement and in the Terms and Conditions of Use.
- 4.4.** The Second Resident may change during the Agreement, in which circumstance the Resident must inform Porto Alto of the said replacement within a 48 hours notice, providing all identification data of the new Second Resident.

**4.5.** Regardless of the use of the Apartment by two people, the Resident is the liable holder of the Agreement, being fully responsible for its compliance, namely in what concerns the payment of the due monthly charges.

**CLAUSE 5  
USE OF THE CAR PARK FACILITY**

- 5.1.** The Resident may use the car parking service in Porto Alto's garage.
- 5.2.** The monthly amount payable for the use of the parking space is stated in the Booking Request.
- 5.3.** The Resident may park his/her passenger vehicle or his/her bicycle or motorbike in the space designated for this purpose and duly marked in Porto Alto's garage.
- 5.4.** The use of the car parking facility is not considered to be a storage agreement, so Porto Alto will not be responsible for any parked vehicle theft or any damage resulting from vehicle break-in, such as lost or stolen goods stored inside these vehicles.

**CLAUSE 6  
DURATION**

- 6.1.** This Agreement is concluded for the period entered in the Booking Request, starting at 2pm on the first day of the contractual period and finishing at 12am on the following day of the last day of the contractual period.
- 6.2.** If the Resident does not check in on the first day of the contractual period nor in the subsequent 5 days, without any previous notice to Porto Alto, by e-mail, of a new check-in date, the Agreement will be considered terminated by the Resident and the provisions of the following clause will be applicable.
- 6.3.** Shall the Resident decide to terminate the Agreement before the end of the contractual period, Porto Alto shall be entitled to collect all accrued and outstanding monthly payments, and to keep the amount rendered as Security Deposit.
- 6.4.** If the Resident intends to enter into a new Rental Agreement for the following academic year and for the same Apartment, he/she must submit a new Booking Request, and by doing so until 30<sup>th</sup> April he/she will be given pre-emption right over other interested parties.

**CLAUSE 7  
MONTHLY CHARGES AND PAYMENTS**

- 7.1.** The monthly amount to be paid by the Resident is included in the Booking Request, and payable by debit or credit card through Porto Alto's website.
- 7.2.** The term of payment for each monthly payment takes place until the penultimate business day of the month prior to the one corresponding to the monthly payment.
- 7.3.** Any delay in paying the monthly payments confers Porto Alto with the right to demand the additional payment of a penalty corresponding to 50% of the amount owed.
- 7.4.** When payment is delayed by more than 5 days, Porto Alto has the right to declare termination of the Agreement based on non-compliance of the Resident, pursuant to Clause 9.

**CLAUSE 8  
SECURITY**

- 8.1.** Upon conclusion of this Agreement, and respective Apartment Booking, the Resident shall pay a Security Deposit corresponding to one monthly fee, plus the value of the first contractual monthly payment, in accordance with the terms stipulated in the Booking Request.
- 8.2.** The payment of the Security Deposit and the first monthly payment are made by debit or credit card through Porto Alto's website.
- 8.3.** The Security Deposit provided ensures compliance with this Agreement, as well as guarantees the payment of any liability for damage to appliances or equipment of the Apartment subject of this Agreement, of common areas, premises, garage and any other Porto Alto asset.
- 8.4.** If Porto Alto is forced to use the Security Deposit amount under the terms of the previous paragraph, the Resident will be notified by email to proceed with the reimbursement of the full contractual amount of the Deposit until the end of the month in which he/she receives the said notice.
- 8.5.** The Security Deposit will be refunded to the Resident at the end of this Agreement, after deduction of all due amounts.

**CLAUSE 9  
INFRINGEMENT**

- 9.1.** Failure by the Resident to comply with this Agreement or with the Terms and Conditions of Use shall constitute fair grounds for Porto Alto to terminate the Agreement, in which case the Resident shall incur a penalty corresponding to the amount overdue and outstanding monthly payments due up to the end of this Agreement.
- 9.2.** In case of non-compliance, Porto Alto will notify the Resident by email of the termination of the Agreement informing that he/she has 24 hours to vacate the Apartment.
- 9.3.** Upon expiration of the period referred to in the preceding paragraph, Porto Alto may prevent the Resident to access Porto Alto premises and the Apartment by cancelling his/her Access Code, and is hereby authorised to withdraw the Resident's personal belongings from the Apartment.

**9.4.** In the case described in the previous number, Porto Alto will notify the Resident by email of the loss of access to Porto Alto apartment, granting him a period for collection of his/her personal belongings, after which Porto Alto may freely decide on what to do with said assets, namely on how to dispose of them.

**CLAUSE 10  
GENERAL PROVISIONS**

**10.1.** Upon the Security Deposit payment and the first monthly payment, the Resident will receive an Access Code to Porto Alto premises, to the Apartment and, if appropriate, to the garage.

**10.2.** The Resident shall not assign its contractual position or any of the rights and obligations arising from this Agreement, without previous authorisation from Porto Alto.

**10.3.** The Resident expressly declares that all the data and information provided for in the Booking Request is accurate and true and will be kept updated.

**10.4.** Porto Alto shall not be liable for the theft, robbery, larceny of property or any break-in to its premises, including common areas and the Apartments.

**CLAUSE 11  
SEVERABILITY AND GOVERNING LAW**

**11.1.** The eventual invalidity or ineffectiveness of any of the clauses of this Agreement shall not affect the validity and effectiveness of any of the remaining clauses that will continue to enforce the Parties.

**11.2.** The waiver by either Party to enforce any proviso in this Agreement, or the waiving to act regarding any breach, does not imply waiving any of the contractual rights. The waiving by any Party in insisting at any time on the strict compliance or enforcement of one, several or all terms, conditions and obligations of this Agreement or the waiving of any right contained herein does not imply the definitive waiving to the rights herein, which will remain in full force and effect. At any time, the Parties may exercise all rights under the terms set forth herein, in addition to all legal actions arising from the said rights.

**11.3.** This Agreement shall be governed by and construed in accordance with the Portuguese Law, wherein the Parties irrevocably agree to consider the Porto District as the competent jurisdiction, waiving any other jurisdiction for the purpose of deciding or settling any litigation arising from or in connection with the interpretation, application, integration and or performance of this Agreement.

**11.4.** The Resident expressly acknowledges to be clearly informed about the full content of this Agreement, granting his/her acceptance herein.

Annexes: Terms and Conditions of Use and Appliances and Equipment of the Apartment.

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