Appendix No. 5 to the Rules and Regulations of Czestochowa University of Technology

Dormitories (ORDER No. 11/2024 by CUT Rector)

|     | Lease Agreement No/UN/DS/20  |  |  |  |  |
|-----|--|--|--|--|--|
| Со  | ncluded in Częstochowa on by and between Czestochowa                                     |  |  |  |  |
| Un  | iversity of Technology, seated at ul. J.H. Dąbrowskiego 69, 42-201 Częstochowa,          |  |  |  |  |
|     | x Identification Number: 573-011-14-01, hereinafter referred to as "the Lessor"          |  |  |  |  |
| •   | presented by, Chancello  |  |  |  |  |
|     | h the countersignature of, Bursa   |  |  |  |  |
|     | d Mr/Ms, hereinafter referred to as "the Lessee"   |  |  |  |  |
| res | iding at   |  |  |  |  |
| ide | ntity document, PESEL (Personal Identification Number)                                   |  |  |  |  |
|     |  |  |  |  |  |
|     | § 1  |  |  |  |  |
| 1.  | The subject of this Agreement is short-term lease of:                                    |  |  |  |  |
|     | 1) one/ accommodation place(s) in a twin/triple/family room*;                            |  |  |  |  |
|     | 2) a room for independent use*;  |  |  |  |  |
|     | 3) a single room*;   |  |  |  |  |
|     | 4) a family room*;   |  |  |  |  |
|     | in Room No in Czestochowa University of Technology Student Dormitory (SD                 |  |  |  |  |
|     | No at ul in Częstochowa.   |  |  |  |  |
| 2   | •  |  |  |  |  |
| 2.  | The Lessee has no legal title to dispose of the said premises.                           |  |  |  |  |
| 3.  | The Lessor declares that they are the owner of the building in which the leased premises |  |  |  |  |
|     | are located.   |  |  |  |  |
| 4.  | This Agreement is concluded under the condition that a security deposit is paid to the   |  |  |  |  |
|     | Lessor no later than on the day of this Agreement in order to secure any claims by the   |  |  |  |  |
|     | Lessor   |  |  |  |  |

5. The amount of the security deposit shall be equal to the amount of one gross monthly

6. The deposit is specifically intended to secure any claims by the Lessor for damage

caused by the Lessee to the room or the building, deterioration of the room's condition,

rental arrears, compensation for non-authorised use of the accommodation, late

payment applicable at the dormitory on the date of conclusion of this Agreement.

<sup>\*</sup>Delete as appropriate

- payment interest, and other claims arising from the Lessee's failure to meet their contractual obligations.
- 7. The Lessor is entitled to deduct the amounts mentioned in point 6 from the deposit without a prior demand for payment to the Lessee, and the Lessee agrees to this.
- 8. In the event that the cost of damage or rental arrears exceeds the amount of the security deposit, the Lessor may pursue payment through legal action.
- 9. The deposit is not subject to indexation or interest.
- 10. In the event that the Lessor has no claims against the Lessee under the Lease Agreement, the deposit shall be refunded within two months from the date the leased premises are returned.

§ 2

- The Lessee declares that they will notify the Lessor in writing of any changes to their personal data, in particular changes to their permanent residence or identity document (within 7 days of such changes). In the event of failure to notify the Lessor of these changes, any correspondence sent to the Lessee using previously provided information will be considered delivered.
- 2. The subject of this Agreement shall be used by the Lessee as their place of temporary residence for the duration specified herein.

§ 3

- 1. The Lessee agrees to pay rent to the Lessor in the amount and on the date specified in this Agreement.
- 2. The monthly rent amounts to: PLN ...... net plus VAT, applicable on the invoice issue date (say: ...... zloty net plus VAT).
- 3. The rent rate includes operating costs, such as fees for electricity, water and sewage disposal, heating, municipal waste disposal.
- 4. The rent is payable in advance by the 10th day of each month to the Lessor's bank account. The Lessee is obliged to provide the Lessor with proof of rent payment for each month covered by this Agreement no later than the 10th of each month.
- 5. In the event of late rent payment, the Lessee shall be charged statutory interest for the delay.
- 6. The Lessee authorises the Lessor to issue invoices without their signature.

§ 4

The Lessee declares that they are aware of the technical condition of the leased premises and have no complaints in this respect.

- 1. The Lessee agrees in particular to:
  - 1) maintain the leased premises in a clean condition;
  - comply with Hygiene and Sanitary Regulations as well as Fire Safety Regulations, the Rules and Regulations of Czestochowa University of Technology Dormitories as well as internal regulations of Czestochowa University of Technology;
  - 3) secure the leased premises from access by third parties.
- 2. The Lessee agrees to insure at their own expense their possessions in the leased accommodation against negative consequences of random events. The Lessee waives any claims against the Lessor arising from such events.
- 3. The Lessee declares that they have read and understood fire protection and evacuation procedures in force in the building, as set out in the building fire safety manual made available by the Lessor. The Lessor has made the building fire safety manual available at the Dormitory No. ..... reception desk.
- 4. The Lessee declares that they have read and understood the Data Privacy Notice for residents of Czestochowa University of Technology Dormitories - provided by the Lessor, pursuant to Article 13 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC.

§ 6

The Lessee may not sublet or allow third parties to use the leased premises, either in whole or in part, for free or under a sublease.

§ 7

- 2. The Lessor reserves the right to terminate this Agreement with immediate effect by written notice in the following cases:
  - 1) the Lessee's failure to pay the rent by the specified deadline;
  - 2) use of the leased premises by the Lessee in a manner contrary to the agreement and its intended purpose, as well as the applicable Rules and Regulations of Czestochowa University of Technology Dormitories;
  - 3) failure to notify the Lessor of any changes to the Lessee's personal data within the period specified in this Agreement.

The Lessee shall not be entitled to any claims against the Lessor regarding any alterations made to the leased premises.

§ 9

Upon the expiry of the Agreement, the Lessee is obliged to return the leased premises in an undamaged condition.

§ 10

Any amendments to the provisions hereof must be made in writing; otherwise, they will be null and void.

§ 11

- 1. To the matters not provided for herein the provisions of the Civil Code will be applicable.
- 2. Any disputes arising herefrom shall be settled by a Court proper for the Lessor's seat.

§ 12

This Agreement has been made in three identical copies, two copies for the Lessor and one copy for the Lessee.

| LESSOR |  |  | LESSEE |
|--------|--|--|--------|
|        |  |  |        |
|        |  |  |        |
|        |  |  |        |
|        |  |  |        |