

Appendix No. 5 to the Rules and Regulations of Czestochowa University of
Technology Dormitories (ORDER No. 338/2022 by the CUT Rector)

LEASE AGREEMENT NO. /UN/DS - /20.....

Concluded in Czestochowa on by and between Czestochowa
University of Technology, seated at ul. J.H. Dabrowskiego 69, 42-201 Czestochowa,
Tax Identification Number: 573-011-14-01, hereinafter referred to as "the Lessor",
represented by, Chancellor
with the countersignature of, Bursar
and Mr/Ms, hereinafter referred
to as "the Lessee", residing at,
ID card, PESEL (Personal Identification
Number)

§ 1

1. The subject of this agreement is short-term lease of one/accommodation
place(s)* in a single/double/three-bed room*¹ in Czestochowa University of
Technology Student Dormitory (SD) No., at
..... in Czestochowa.
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
subject of the lease is located.
4. The agreement is concluded under the condition that a security deposit is paid
to the Lessor no later than on the day of concluding this agreement in order to
secure any claims of the Lessor.
5. The amount of the security deposit shall be equal to the amount of one gross
monthly fee that the Dormitory charges on the date of conclusion of this
agreement.
6. In particular, the deposit is intended to secure all claims of the Lessor on
account of damage caused by the Lessee to the room and the building,

*Delete as appropriate

deterioration of the room, rent arrears, compensation for non-contractual use of the accommodation, interest for late rent payment and other claims resulting from the Lessee's failure to meet their contractual obligations.

7. The Lessor is entitled to deduct from the deposit the claims referred to in point 6 without addressing a prior demand for payment to the Lessee, and the Lessee agrees to this.
8. In the event that the amount of damage or arrears in rent payments exceeds the amount of the security deposit, the Lessor may pursue the claim in court.
9. The deposit is not subject to indexation or interest.
10. In the event that the Lessor has no claims under the lease agreement against the Lessee, the deposit shall be returned within two months of the redelivery of the subject of lease.

§ 2

1. The Lessee declares that they will notify the Lessor in writing (within 7 days of the occurrence of the change) of any change in their data, in particular a change of permanent residence or a change of ID card. In the event of a failure to notify the Lessor of a change in data, any letters addressed to the Lessee using data supplied by the Lessee shall be deemed to have been delivered.
2. The subject of this agreement shall be used by the Lessee as their place of temporary residence during the period for which this agreement is concluded.

§ 3

1. The Lessee agrees to pay rent to the Lessor in the amount and on the date specified in this agreement.
2. The amount of rent amounts to: PLN net plus VAT, applicable on the day of issuing the invoice (say:zloty net plus VAT).
3. The rent rate includes service charges, i.e.: lighting and water used for sanitary purposes.
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 by the 10th of each month at the latest.

5. In the event of late rent payment, the Lessee shall pay 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 subject of the agreement and have no objections in this respect.

§ 5

1. The Lessee undertakes in particular to:
 - 1) maintain the subject of the lease in a clean condition;
 - 2) observe health and safety and fire regulations as well as the Rules and Regulations of Czestochowa University of Technology Dormitories;
 - 3) protect the subject of the lease from access by third parties.
2. The Lessee undertakes to insure at their own expense their possessions in the leased accommodation against negative consequences of random events.
The Lessee waives all claims resulting therefrom against the Lessor.
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 Information Clause 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 let the subject of the lease or any part thereof to third parties for free use or for subletting.

§ 7

1. The agreement is concluded for a fixed term from to
..... .
2. The Lessor reserves the right to terminate this agreement by written notice with immediate effect in the following cases:
 - 1) the Lessee's failure to pay the rent within the prescribed period;
 - 2) use of the subject of the lease by the Lessee in a manner inconsistent with the agreement and its purpose as well as with the binding Rules and Regulations of Czestochowa University of Technology Dormitories;
 - 3) failure to notify the Lessor of a change in the Lessee's personal data within the period specified in this Agreement.

§ 8

The Lessee shall not be entitled to any claims against the Lessor with regard to the alterations made to the subject of the lease.

§ 9

Upon the expiry of the agreement, the Lessee is obliged to redeliver the subject of lease in an undamaged condition.

§ 10

Any changes hereof must be made in writing otherwise 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

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

LESSOR

LESSEE

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