

LEASE AGREEMENT

On ..... (date) in Warsaw, between the University of Warsaw with its seat at 26/28 Krakowskie Przedmieście, Warsaw, hereinafter referred to as Landlord, represented by: Head of the Office for Social Affairs, Ms. Maria Dobrzyńska-Jaromin, acting on the authorization No. 171/04 of the Chancellor of the UW, Mr. Jerzy Pieszczurykow and

Mr./Ms. ...., UW FACULTY/ UNIT ....., holding an identity document/ permanent residence card/ passport series .....number ....., hereinafter referred to as Tenant, the following Agreement was concluded:

§ 1

- 1. Apartments in the Faculty Residence Hall are assigned by the Rector of the UW on a motion of the Qualifying Committee.
2. Rules of apartment assignment are specified in the Rules of the Faculty Residence Hall approved by the Rector.

§ 2

1. Pursuant to a decision of the Rector of ..... (date), the Landlord grants the Tenant the use of the following accommodation:

Type: one-room apartment, No: ....., located in segment .... of the Faculty Residence Hall in Smyczkova St., with the total area of 23.24 m², made up of a bathroom, a kitchen, and one room, hereinafter referred to as the Apartment.

- 2. The Landlord grants the Tenant the use of the apartment with associated utility systems, which have been tested for technical efficiency and safe use, especially as regards lighting, heating, cold and hot water, and sewage systems.
3. The apartment is equipped in water and sewage installation, electrical installation, and central heating installation with the function of supplying hot water, according to the description included in the handover protocol, which constitutes Annex 1 to this Agreement.
4. The apartment is equipped with the Landlord's furniture, as specified in its equipment card, which constitutes Annex 2 to this Agreement. Making changes to the furnishings does not require the drafting of an annex.

§ 3

1. Persons authorized to use the apartment together with the Tenant:

- a) .....
b) .....
c) .....
d) .....
e) .....

2. The Tenant shall be obliged to immediately notify the Manager of the Faculty Residence Hall about any change to the list of persons authorized for cohabitation.

§ 4

1. The Agreement is concluded for the period of academic year **from ..... to .....**
2. The Agreement is automatically extended if the Tenant is granted accommodation for subsequent academic year by the Rector.
3. In justified circumstances, the Rector may grant special extension of the period of accommodation.

§ 5

1. The Tenant shall be obliged to pay the rent on the apartment in the amount approved by the Rector, i.e. .... zlotys per month.
2. The rent includes the total utility costs connected with the operation of the building, including the provision of cold and hot water, heating, and electricity to common areas, waste disposal, maintenance, and a repair fund.
3. The Tenant shall be obliged to pay the rent in advance, by the 15th of each month, by making a bank transfer to the University's account No. 36 1160 2202 0000 0000 6084 9226 or by authorizing a direct debit from their salary or scholarship.
4. In addition to the rent, the Tenant shall be obliged to pay a monthly electrical bill in the amount calculated by the administration, by the 15th of each month. Electricity is billed by the administration according to consumption calculated from the readings of electricity meters.
5. In case of delay in rent payment the Landlord shall charge default interest at the statutory rate.
6. In case of delay in the payment of the charge referred to in s.4, the Landlord shall have the right to disconnect the supply of electricity.

§ 6

The Tenant shall be obliged to:

1. Use the apartment with due diligence, in accordance with its intended purpose;
2. Renovate the apartment;
3. Observe the Order Regulations of the Faculty Residence Hall;
4. Follow the instructions of fire safety;
5. Take care of residency formalities in compliance with the law on population register and identity cards;
6. Refrain from making any changes to the substance of the apartment or the building without the consent of the Landlord.

§ 7

1. At least a month ahead of a calendar month, the Landlord may terminate the lease, if the Tenant keeps carrying out the following activities despite a written warning:

- a) uses the apartment in a manner inconsistent with the agreement or its intended purpose, neglects duties causing property damage, or destroys equipment intended for common use;
- b) repeatedly or flagrantly violates order regulations, making cumbersome the use of other apartments;
- c) is in arrears of payment of the rent or other charges for at least two payment periods despite a written notice of the intention to terminate the lease and the designation of an additional month period for payment of arrears;
- d) has subleased or made available for use of a third party the apartment or its part without a consent of the Landlord.

2. No later than three months ahead of the end of a calendar month, the Landlord may terminate the lease if the Tenant or their spouse have acquired a legal title to another apartment in the same city.

§ 8

- 1. After the lease is terminated, the Tenant shall be obliged to return the apartment in the same condition as it was leased.
- 2. When emptying the apartment, the Parties shall assess its technical condition and prepare a handover protocol to conduct a final settlement of receivables from the lease.

§ 9

In the event the Tenant keeps arbitrarily using the apartment without a legal title to do so after the lease has terminated or has been terminated, the Tenant shall be obliged to pay compensation on the amount of **300%** of rent for each commenced month of use.

§ 10

Any change to the terms of lease, excluding a change to the amount of rent, shall require a written form of an annex under pain of nullity.

§ 11

In matters not regulated by this Agreement the provisions of the Civil Code shall be applicable.

§ 12

All disputes arising in the implementation of this Agreement shall be heard by the competent courts.

§13

The Agreement has been drawn up in two counterpart, one copy for each Party.

LANDLORD

TENANT

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