**TENANCY AGREEMENT *index number***...............*.*

Concluded in Bydgoszcz on ............................. between:

Kazimierz Wielki University with its seat in Bydgoszcz, 30 Chodkiewicza Street,

NIP 5542647568

represented by: Agnieszka Przybyszewska-Kwiatkowska Manager of Student Houses and Assistant Hotels based on the authorization granted by the Rector

prof. dr hab. Jacek Woźny of.................................

hereinafter referred to as the **Landlord**

and

....................................................................................................... authenticating with an ID card

No. ....................................., PESEL ............................................. issued by

.............................................................................................................................................,

residing at:

....................................................................................................................................

....................................................................................................................................

student ........................... year of study, major....................................................................

hereinafter referred to as the **Tenant**

**§ 1.**

1. The Landlord declares to be the owner of the building at Łużycka Street ...... Student House No. ..... , which is the place of temporary residence of the Landlord's students.
2. The Tenant declares that he/she has familiarized himself/herself with the Rules and Regulations of the Student House of Kazimierz Wielki University, that he/she is aware of the provisions contained in the Fire Safety Manual and, being aware of his/her responsibility, undertakes to abide by them.

**§ 2.**

1. The Landlord gives for use to the Tenant as of...............the room/part of the room marked no. ..... constituting a place in the Student House No. ..... together with equipment and furnishings for residential purposes - in accordance with the room equipment record sheet.

2. The room referred to in paragraph 1 will be used exclusively for residential purposes.

3. The parties agree that the right to use part of the above-mentioned room shall be granted to another student of the Landlord as a co-tenant.

4. By taking possession of the subject of the tenancy, the Tenant declares that he/she is familiar with the technical condition of the subject of the tenancy and that he/she has no objections to it.

**§ 3.**

1. The contract is concluded for a definite period of time from ..................... to ........................
2. After the expiration of this period, the agreement ceases to bind the parties (is terminated), without prior notice, and the Tenant shall return the subject of the tenancy together with the equipment and furnishings in an undisturbed condition.

**§ 4.**

1. The Tenant agrees to pay to the Landlord the rent in the amount of ................. PLN (in words: ........................................................ ) per month, payable in advance by the 10th of each month for a given month by transfer to the student's individual bank account generated in the USOS system.
2. The date of payment shall be considered the date of crediting the Landlord's bank account (receipt of funds into the account). In case of delay in payment of rent, students are obliged to pay the statutory interest for the delay..
3. The Tenant is obliged to pay a one-time security deposit in the amount of PLN 500.00 (in words: five hundred zlotys 00/100) together with the first rent.
4. The security deposit is returnable in the nominal amount within 14 days from the date of submission of the application for its return, after deduction of any receivables of the Tenant for room rent, maintenance fees, or receivables for excessive wear and tear of the premises, etc., regulated in the applicable Rules and Regulations of the Student House.
5. A deposit not paid within the required period entitles the Landlord to expel the Tenant from the Student House.

**§ 5**

The tenant further undertakes to:

1. to bear material responsibility for the entrusted property and any damage caused to the property of the Student House resulting from the fault of the Tenant, and to return the premises in an undisturbed condition together with the equipment and furnishings upon termination of the tenancy.
2. to observe the Rules and Regulations of the Student House of Kazimierz Wielki University and other rules of the facility made public or individual recommendations of the Landlord, in particular those related to epidemic threats.
3. to take care, on his/her own and in agreement with the co-tenant, of tidiness in the room and in the connecting room, as well as to observe the regulations and rules of occupational health and safety/fire,
4. to have their own bedding and cleaning products for maintaining cleanliness in the room and connecting area.

**§ 6.**

The Tenant shall not:

1. give the subject of the tenancy for subletting or free use to third parties;
2. make changes contrary to its intended use without the consent of the Landlord.

**§ 7.**

The Landlord reserves the right to:

1. reaccommodate the Tenant to another room or UKW Student House,
2. change the amount of the fee for a room in the Student House in particularly justified cases, i.e. increase of fees for energy, gas, water, sewage and waste collection.

**§ 8.**

The Landlord undertakes to maintain the subject of the tenancy in a proper technical condition and to provide, as far as technically possible, one Internet connection socket per room.

**§ 9.**

1. In the event of the Tenant's failure to fulfill one of the obligations set forth in § 4 and 5 of this contract, the Landlord shall have the right to terminate this contract upon 14 days' notice, and the Tenant shall pay a contractual penalty. The basis for determining the contractual penalty is the amount of rentals for the remaining period from the termination of the contract until June 30, .....................
2. The Landlord reserves the right to claim damages in an amount exceeding the amount of the contractual penalty.
3. The Landlord has the right to terminate this agreement without notice in the event of a decision by the Rector to expel the Tenant.
4. The Tenant has the right to terminate the lease with one month's notice effective at the end of the month.
5. The tenancy agreement may be terminated only in writing, if the premises are vacated without giving written notice, the rent will continue to be charged.
6. The Landlord, in particularly justified cases, may waive the contractual penalty referred to in paragraph 1..

**§ 10.**

1. In matters not regulated by this agreement, the provisions of the Civil Code and the Rules and Regulations of the Student House of Kazimierz Wielki University shall apply.

2. Any disputes arising from the execution of this agreement shall be settled by the common court in Bydgoszcz.

**§ 11.**

The agreement has been drawn up in two identical copies, one for each party.

 **Landlord Tenant**