

## LETTING AGREEMENT

Concluded on ..... between:

**AZN Wojciech Sidor** with its registered office in Lublin at ul. Żelazowej Woli 11/34, 20-853 Lublin, NIP 7121525656, REGON 430919598 entered in the Central Registration And Information On Business

represented by:

**Wojciech Sidor** – hereinafter referred to as the LANDLORD

and

..... domiciled .....

who is a holder of ..... PESEL .....

Telephone number ..... School.....

Concluded on behalf of

.....  
- Hereinafter referred to as the **Tenant**

The LANDLORD and the TENANT hereinafter referred to as the PARTIES

The Landlord states that in accordance with the agreement on property management of 16 February 2015, is entitled to let an apartment No. .... located in a building situated in Lublin at ul. Langiewicza 26, in which there is a room marked as ....., hereinafter referred to in this Agreement as the Premise.

### § 1

The Tenant states that has familiarized him/herself with an actual and technical condition of the Premise and he/she is going to rent the Premise for housing purposes, in accordance with the conditions laid down in the letting agreement, hereinafter referred to as the Agreement. The Tenant shall be liable for damages caused by him/herself or by persons led by him/her in the building where the Premise and common rooms are placed.

The Parties hereby agree as follows:

### § 2

#### **The subject matter of the Agreement**

1. On the date of signature of the Agreement, the Landlord puts into service by the Tenant the furnished Premise (a divan, a wardrobe, a desk, a chair, lighting) and the Tenant accept to use the Premise for housing purposes only. Along with using the Premise, the Tenant has right to share equipped bathrooms and kitchens, as well as communication areas located in the Apartment. Condition of the Premise and its fittings are described in the Protocol which is an integral part of the Agreement.
2. Apart from a rent, the Tenant shall be obliged to pay the Landlord payments which are not dependent on the Landlord, that is costs related to media delivered to the Premise and rooms, i.e. a payment for water consumption, sewage, electricity consumption. The payment for consumption of water and electricity by the Tenant, as well as sewage, will be charged when the Tenant exceeds the following consumption limits: hot water – 2,5 m<sup>3</sup>/month per person; cold water – 1,8 m corresponding to media consumption above the indicated consumption limits. In the event when the Apartment is rented together with other persons, exceeding the limits mentioned in the clause thereto, shall be determined in total for all persons through multiplying these limits by number of persons occupying the Apartment.
3. In the situation described in the clause 2 hereof, payment settlement shall be made quarterly in proportion to the number of persons in the Apartment in which the Premise rented by the Tenant is located.
4. The Tenant shall not perform any conversion works of the Premise, or convert it to adjust to own needs. Infringement of the ban laid down in the sentence above, will result in a penalty of 1 000,00 (in words: one thousand zloty) for each infringement which shall be paid by the Tenant to the Landlord. The reserved penalty shall not exclude the Landlord's right to make a compensation claim exceeding the amount of the reserved contractual penalty according to general rules.
5. The Tenant cannot sub-lease the Premise or give it over for use free of charge by third parties without the written consent of the Landlord.

### § 3

#### **Duration of the Agreement**

This Agreement is concluded for a definite term from ..... to .....

### § 4

#### **Termination of the Agreement**

1. The Landlord is entitled to terminate the letting agreement, however not later than one month ahead, at the end of the calendar month in the following cases:

- 1) if, despite written warning, the Tenant still uses the Premise contrary to the Agreement or the intended use, or neglect responsibilities by allowing to contribute to the damages, or destroys devices intended for shared use by residents, or exceeds seriously or persistently against house policy and makes using premises uncomfortable, or
- 2) in the event of a delay by the Tenant in the timely payment of the rent or other fees for using the Premise for at least three full payment periods, despite a written warning about intention to terminate leasing and granting an additional deadline for payment of overdue and current liabilities of a month, or

3) if the Tenant has leased, sub-leased or given the Premise or its part over for use free of charge by third parties without prior written consent of the Landlord

2. This Agreement may be terminated under mutually agreed and written conditions between the Parties.

3. After the conclusion of the tenancy, the Tenant shall be obliged to return the Premise in no worse condition, taking into account normal wear and tear resulting from its normal use. **The returned premise shall be tidied up.** The Premise's condition and its fittings shall be controlled systematically after a defect has been reported. Reasonableness of the costs to be covered by the Tenant shall be set by a commission consisting of the Landlord's and the Tenant's representatives. If the Tenant refuses to sign a protocol, the Commission is entitled to draw up and sign the protocol. Data included in the protocol bind the Parties.

3. The Tenant shall be charged for reasonable costs of failures. Removal of defects shall be performed within the period and in a way agreed by the Parties

## § 5

### Rent and other payments

1. **The Parties set a rent of PLN ..... (in words: .....) per started month during the term of the Agreement with the reservation for clause 7**
2. The rent shall be paid each month in advance before **the fifth day of each month**. In the event of a delay by the Tenant in the timely payment of rent statutory interest shall be added by the Landlord in accordance with the provisions of Polish law.
3. The rent shall be paid to the Landlord's account in ING Bank Śląski o/Lublin No. 93 1050 1953 1000 0092 0756 8685 . The rent shall be deemed paid when the Landlord receives the money on his bank account.
4. Additionally, the Tenant shall be charged costs for consumption of electricity and water, in accordance with the clause 2, item 2 and 3 thereto.
5. To secure paying the rent on time as well as on account of damages caused by the Tenant and the persons brought in the leased Premise and rooms belonged to it, as well as shared rooms of the building, the Tenant shall pay **deposit of PLN ...** on the day of signing the Agreement.
6. The deposit shall be returned to the Tenant within one month from leaving the premise by the Tenant, after deduction of sums unpaid by the Tenant to which he/she was obliged in accordance with the Agreement.
7. **In the summer holiday period (July, August, September), in the situation when the Tenant does not use the Premise, the rent amounts 200 PLN per month.**

## § 6

### Additional terms and conditions

1. The Landlord may raise the rent or other payments for using the Premise, by termination of its current amount at the end of each calendar month at the latest, taking into account the terms of notice. The termination notice period of the rent and other payment for using the Premise is 3 months.
2. The Tenant may rise the payments for using the premise which the Tenant is charged for , any time without the notice period, if the rise is independent on the Landlord.
3. The Landlord does not bear responsibility for the Tenant's items left in the premise.
4. On the day of signature of this Agreement, the previous agreement signed by the Parties. All amendments to the content of this Agreement must be made in a form of a written Annex signed by both Parties or else shall be null and void.
5. The Landlord will issue a VAT invoice at the written request of the Tenant for the services performed after the date of the above-mentioned request.
6. The issues not covered by this Agreement shall be governed by the Civil Code and specific rules for the tenancy.
7. The Parties mutually agree that the suitable Regulations are binding for the Premise, the Landlord shall give the Tenant such a document and the Tenant undertakes to comply with the Regulations.
8. Any dispute relating to the application of this Agreement shall be resolved by the competent court in Lublin.
9. This Agreement is drawn up in duplicate, each Party taking one copy.

**Landlord**

**Tenant**