

**TENANCY AGREEMENT**  
**Room Rental in the Students' House no. .... in Gdańsk**  
**of Stanisław Moniuszko Academy of Music in Gdańsk**

made in Gdańsk on ..... by and between:

**Stanisław Moniuszko Academy of Music in Gdańsk**, ul. Łąkowa 1-2, 80-743 Gdańsk, NIP [Tax Id. No.]: 583-00-15-884, REGON [Statistical No.]: 000275754, represented by: Prorektor ds. studenckich i promocji aMuz – dr hab. Paweł Kukliński hereinafter referred to as **“The Landlord”**,

and

**Ms/Mrs/Mr** ..... registered for permanent residence at: ....., holder of the identity card no. .... a Student of the Faculty of ..... of Stanisław Moniuszko Academy of Music in Gdańsk, hereinafter referred to as **“The Tenant”**

as follows

**§ 1**

1. The Tenant declares that (s)he is familiar with the Regulations of the Students' Houses of Stanisław Moniuszko Academy of Music in Gdańsk (hereinafter referred to as the Regulations) and with the regulations regarding order, occupational health and safety as well as fire safety, and the Tenant undertakes to follow these provisions during the Agreement period. In the matters not regulated hereunder and should there be a need to interpret this Agreement, the provisions of the Regulations shall apply.

**§ 2**

1. The Landlord rents the residential property – room no. .... with a bathroom and a WC, the usable space of which is ..... located in the Students' House no. .... of Stanisław Moniuszko Academy of Music at ul. .... in Gdańsk, to the Tenant to use it together with Ms/Mr ..... **for the period from ..... to .....**

2. The property described in p. 1 above if furnished and has the technical facilities that make it possible to be used according to its designated purpose.

3. The Tenant shall use the rented property for residential purposes only.

4. The property shall be handed over and returned on the basis of a handover report which is an integral part hereto and contains, in particular, a list of the pieces of furniture and facilities in the property, specifying their technical condition, and meter readings for the property. The condition of the property is checked and meter readings are taken at the presence of the personnel of the Students' House.

5. The Tenant may not sublet the property to any third parties, neither for a fee or free of charge.

6. The Tenant may stay in the Students' House until the end of the summer examination session (this does not concern the examination re-sitting session), and until the day which follows after the end of the session, 10:00 hours. Should the Tenant wish to continue his/her stay in the Students' House, (s)he shall be obliged to pay 50 zł (in words: fifty zlotys) for each day of the stay until the end of June of a given year. Should the Tenant wish to stay in the Students' House in the period from 1st July to 30th September of a given year, (s)he shall have to obtain a separate consent of the Landlord in writing and

pay 50 zł (say: fifty zlotys) for each day of his/her stay – equivalent to a hotel day – from the end of the summer examination session to 30th September.

7. After the period specified in sec. 1 the Tenant is obliged to vacate the rented property without delay, save for the situation specified in sec. 7.

### § 3

1. The Tenant and other tenants in the Students' House have the right to jointly use the laundry, the kitchen, the exercise room and the bicycle storage on the premises of the Students' House.

2. The rules of using these common areas are specified in the Regulations and the rules imposed by the Students' House Manager.

3. The Landlord is not responsible for any loss or damage of any items belonging to the Tenant in the rented property.

### § 4

1. The Tenant is obliged to pay once a semester rent for using the property in the Students' House, of ..... zł (in words: ..... zlotys).

2. If the Tenant is absent for a certain period during the Agreement, (s)he is not released from the obligation to make the payment specified in sec. 1.

3. Apart from the rent specified in sec. 1, the Tenant is obliged to make additional monthly payments for:

a) using the common areas of the Students' House, i.e. kitchen, laundry, dayroom, exercise room, bicycle storage and other areas available for common use (costs of use, such as provision of water and sewage management, electricity, heating, waste collection) – these costs are equally divided among the Tenants of the Students' House with respect to a given month on the basis of the monthly calculation resulting from the invoices sent by the providers of these utilities and waste collection companies,

b) thermal energy supply (hot water for heating purposes)- a flat-rate fee determined by the indication of the main meter of the Student House,

c) cold water, hot water and electricity supply according to the installed meters,

d) access to Internet via a local network installed in the Students' House of 12,30 zł (in words: twelve 30/100 zlotys) gross per person.

4. The Tenant is obliged to put down a deposit of 600 zł (in words: six hundred zlotys) to cover the costs of removing any possible damage made by the Tenant in the rented room, its furnishing and equipment or on the premises of the Students' House, including the common parts of the Students' House; to perform repair work as need be and do general cleaning after the property is vacated. After covering the costs of any possible damage, current repairs and cleaning the deposit may be used for covering any unpaid rent or additional payments.

5. The deposit specified in sec. 4 is a one-off payment made upon the Tenant checking in at the Students' House and prior to handing over the keys to the property, and shall be returned to the Tenant within 30 days of his/her vacating the rented property, after deducting any costs of any potential damage to the property made by the Tenant, costs of current repairs and general cleaning, as well as any outstanding rent and additional payments.

6. If there is a telephone installed in the property hereunder, the payment for it shall be established on the basis of an itemised phone bill and a pro-rata share in the subscription of the Students' House. The Parties agree that the costs of using the telephone shall be equally shared among the tenants using the property where the telephone is installed.

7. The monthly rent specified in sec. 1 herein is established on the basis of the area of the rented property and its share in the total space of the Students' House and it includes the maintenance and administration costs of the Students' House covered by the Landlord.

8. The Tenant is obliged to pay the monthly rent upon receiving the invoice by the 15th day of each month in advance, and make the additional payments by the 15th day of each month after reading the metres for the previous month (in arrears) at the Students' House reception. The payment for access

to the Internet is made together with the rent. Additional payments for June (the last month of the 2nd semester) should be paid to 15th October of the same year.

9. The Landlord may charge statutory interest if the Tenant fails to pay his/her obligations hereunder on time.

#### **§ 5**

1. The Tenant undertakes:

- a) to use the rented property with due care according to its designated purpose,
- b) not to make any changes with regard to the persons residing in the rooms,
- c) not to make any changes in the rented property and its furnishings/equipment,
- d) to follow occupational health and safety and fire safety provisions of law.

#### **§ 6**

If it is necessary to do any repair in the rented room or its furnishings/equipment as a result of a malfunction or any other specific circumstances, the Tenant is obliged to immediately notify the Students' House Manager of this fact.

#### **§ 7**

1. The Tenant is responsible for the condition of the rented room and the furniture or other equipment which is there.
2. With regard to 2- and 3-person rooms, all the tenants are equally responsible for repairing any defects by default, unless it has been determined that only one Tenant is to blame for the damage: in that case, the costs shall encumber only this particular Tenant.
3. The Tenant is also responsible for the condition of the laundry, kitchen, exercise facilities, the club and other areas on the premises of the Students' House and made available to the tenants for common use, and also for the condition of the furniture and other equipment installed by the Landlord in these areas to be used.

#### **§ 8**

1. Each party has the right to terminate this Agreement for an important reason; the Agreement has to be terminated by notice in writing – otherwise being null and void – one month in advance, with the effect at the end of a given calendar month.
2. Important reasons include, in particular:
  - a) using the property in a way which contradicts this Agreement or the property's designated purpose,
  - b) arrears in payment of the rent or its part, additional payments or the deposit, despite the Tenant being notified to make these payments in writing,
  - c) the Tenant neglecting his/her duties, allows damage to be made to the rented property or its furnishings/equipment, or destroys the rooms or facilities designated for common use of the Students' House residents.
3. If the Agreement is terminated for important reasons, the Tenant is obliged to vacate the property no later than within 3 days after the notice period has lapsed.
4. This Agreement shall also be dissolved if the Tenant has been struck out from the list of students or if (s)he has been granted dean's leave, as of the day of taking the decision in this matter.
5. If the circumstances specified in sec. 4 of this clause occur, the Tenant is obliged to vacate the property within 7 days after the day when the decision specified in sec. 4 was taken.

#### **§ 9**

1. Once the tenancy is terminated, the Tenant shall return the property with the furnishings/equipment to the Landlord, in a condition not worse than at the start of the tenancy, and in accordance with the handover report, save for the ordinary wear and tear.
2. The handover report shall be the basis for establishing the technical condition of the property and its furnishings on the day of finishing the tenancy relationship.

**§ 10**

1. If there are changes in the rent and additional payment rates during the rental period due to a change in the basis for their calculation, the Landlord shall introduce them accordingly, having consulted the Students Self-Management Organisation and the Student Representatives for the Students' Houses No. 1 and No. 2

2. Changes in the rent and additional payment rates made pursuant to point 1 of this section shall be introduced in a form of the Landlord's statement and this does not require drawing up and annex to this Agreement.

**§ 11**

All changes to this Agreement shall be made in writing in a form of an annex, otherwise being null and void.

**§ 12**

With regard to the matters not regulated by this Agreement the rules of the Civil Code shall apply.

**§ 13**

Any disputes arising out of this Agreement shall be resolved by the competent Court in Gdańsk.

**§ 14**

This Agreement has been drawn up in duplicate, and each Party has been given one copy.

**LANDLORD**  
Prorektor ds. studenckich  
i promocji aMuz

**KIEROWNIK DOMÓW STUDENCKICH**  
mgr Jolanta Sikorska

**TENANT**