

TENANCY AGREEMENT

concluded on _____ at _____ (*location*) between:

_____, residing at _____, holding identity card, series and no:
_____, PESEL no: _____ hereinafter referred to as **the**
"Landlord".

and

_____, residing at _____, holding identity card, series and no:
_____, PESEL no: _____ hereinafter referred to as **the**
"Tenant".

collectively referred to as the **"Parties"**.

§ 1

Subject of the contract

1. The Landlord declares that he is the owner of the flat located at the address: _____, consisting of _____ (e.g. 2 rooms, kitchen, bathroom). The flat has a surface area of ___ m² and is covered by Land register (KW) no: ___ kept by the District Court in _____ .
2. The Landlord rents and gives to the Tenant the use of the flat indicated in paragraph 1. The flat is equipped and furnished in accordance with the attached protocol of handover of the flat (appendix no. 1).

§ 2

Duration of contract

1. The agreement is concluded for the duration _____.

§ 3

Remuneration and expenses

1. The rent is _____ (in words: _____) per month and will be payable in advance at _____. The first payment will be made by _____. Payments will be made by bank transfer to bank account no: _____.
2. In addition to paying rent to the Landlord, the Tenant will be obliged to make all payments arising from the operation of the flat:
 - a) electricity and gas charges;
 - b) charges for administrative rent, water and central heating;
 - c) _____.
3. The total amount of the dues listed in paragraph 2 shall be paid by the Tenant to the Landlord together with the rent on the rent payment date on the basis of copies of invoices or bills issued by the suppliers, presented monthly.
4. The tenant will also, at its own expense, make minor expenditures on the subject of the rent connected with the ordinary use of the flat.

§ 4

Deposit

1. The Tenant shall pay to the Landlord a deposit in the amount of _____ (in words: _____) against unpaid rent charges, claims for damage to the premises beyond normal use and other claims that may arise in connection with this agreement.
2. The deposit shall be paid into the hands of the Landlord at the conclusion of this agreement against receipt.

§ 5

Termination of contract and end of tenancy

1. Either Party has the right to terminate the Agreement within_____.

2. The Landlord is entitled to terminate the tenancy agreement immediately without notice in the following cases:
 - a) if the Tenant, despite a written warning, continues to use the premises in a manner contrary to the agreement or contrary to its intended use, or neglects obligations by allowing damage to occur, or damages facilities intended for the common use of the residents, or offends in a flagrant or persistent manner against domestic order, makes the use of other premises a nuisance, or
 - b) if the Tenant has twice failed to meet the deadline for payment of rent or fees as indicated in § 3(2) of this agreement despite having been warned in writing of the intention to terminate the tenancy and given an additional one-month deadline for payment of overdue and current debts, or
 - c) if the tenant rents, sublets or gives up for free use the premises or part thereof.
3. Upon termination of the rental relationship, the Tenant shall immediately return the rent object to the Landlord in a condition not deteriorated beyond ordinary use.
4. The Tenant is obliged to inform the Landlord immediately of any circumstances affecting the deterioration of the rented property beyond ordinary use.

§ 6

Reservations concerning the subject of the rent and additional information

- 1) The Tenant is not entitled to sublet the flat or any part of it to third parties.
- 2) The Tenant shall not make any structural changes to the rented flat, unless agreed by the Landlord in writing under pain of nullity.
- 3) The rented flat will be occupied by:
 - a) _____
 - b) _____

§ 7

Final provisions

1. The provisions of the Civil Code and the Act on the protection of tenant's rights, the

housing stock of the municipality and the amendment to the Civil Code shall apply to matters not covered by this agreement.

2. Each Party to this Agreement shall promptly notify the other Party of any change affecting the fulfilment of the provisions of this Agreement by the Parties, in particular with respect to its address. Failure to do so shall result in any letters or statements delivered to the last address indicated being deemed effectively delivered.
3. Any disputes arising from this contract shall be settled by the court having jurisdiction over the registered office of the Landlord.
4. If any provision of the contract proves to be legally ineffective or invalid in whole or in part, this shall not affect the validity and effectiveness of the remaining provisions of the contract. In the situation indicated above, the Parties are obliged to immediately amend or supplement the provisions of the contract deemed ineffective or invalid, in accordance with the provisions of law, the nature of the legal relationship and the consensual intention of the Parties.
5. Any changes to this agreement must be made in writing under pain of nullity.
6. This Agreement is drawn up in two counterparts, one for each Party.

(signature of the landlord)

(signature of tenant)

Annexes

- 1) Housing handover protocol