

**COLLEGIA DORMITORY ROOM TENANCY AGREEMENT**

Concluded on ..... in Gdańsk by and between: (\*booking date in the online booking system)

**SILVER ROCK INVESTMENT Spółka z ograniczoną odpowiedzialnością** with its registered office in Gdańsk (80-216), ul. Sobieskiego 13, entered into the Register of Entrepreneurs of the National Court Register kept by the Gdańsk-North District Court in Gdańsk, VII Commercial Department of the National Court Register under the number KRS 0000398432, NIP: 7010317713, REGON: 145836795, represented by: - Attorney

hereinafter referred to as the **“Landlord”**,  
and

Mr/Ms : .....

Address of residence: .....

ID Card No.: .....

PESEL: .....

telephone number: .....

email: .....

hereinafter referred to as the **“Tenant”**, (\*according to the data given in the booking process)

also collectively referred to as **“Parties”** or separately as a **“Party”**,

of the following content:

**§1. Representations of the Parties**

1. The Landlord represents to be the owner of the property located in Gdańsk at No. 13 Sobieskiego Street, on plot No. 244/1, of the area of 0.6417 ha, covered by the Land and Mortgage Register kept by the Gdańsk-North District Court in Gdańsk under the number (KW): GD1G/00064450/8, on which the collective residence object – an academic campus, together with the service area and a one-level underground car park (hereinafter the **“Dormitory”**) – is located.
2. The Tenant represents that the data provided to the Landlord during the process of concluding this Agreement, as well as in the Agreement itself are true and have not changed. The Tenant also represents that he/she has read the Collegia Dormitory Regulations (hereinafter referred to as the **“Regulations”**) and accepts their provisions. The Regulations and the enclosures constitute an integral part of this Agreement.
3. Capitalised expressions in this Agreement that have not been defined have the meanings given in the Regulations.

**§2. Subject and Duration of the Tenancy**

1. The Landlord gives the Tenant for use a place in the ..... type premises, located in the Dormitory (hereinafter the **“Room”**) on conditions provided for in the Agreement and Regulations, and the Tenant accepts this Room.

2. The Landlord gives the Tenant for use one underground parking space (hereinafter referred to as the “**Parking Space**”) on conditions provided for in the Agreement and the Regulations, and the Tenant accepts the Parking Space.
3. As part of the tenancy relationship, the Tenant is entitled to use one parking space located in the bicycle storage room (hereinafter the “**Bicycle Parking Space**”). The Tenant acknowledges that the use of the Bicycle Parking Space will be possible only if there is free space for storing the bicycle available at the time of its intended storage.
4. The Room Tenancy Agreement is concluded for a fixed period (\*according to the period chosen in the booking process):
  - a) from ..... to 27 June 2024\*
  - b) from 01 October 2023 to 27 June 2024\*
5. The Parking Space Tenancy Agreement is concluded for a fixed period (\*according to the period chosen in the booking process):
  - a) from ..... to 27 June 2024\*
  - b) from 01 October 2023 to 27 June 2024\*
6. The Room has access to electricity and hot water and is heated, is furnished and equipped, which is confirmed by the delivery and acceptance protocol (hereinafter referred to as the “**Protocol**”), constituting Enclosure 1 to this Tenancy Agreement, which will be drawn up by the Parties on the Date of handing over the Room.
7. The handing over of the Room shall take place no earlier than on the first day of the Tenancy Agreement, along with handing to the Tenant the Room Card referred to in the Regulations. If it is lost, damaged or stolen, the Tenant will be obliged to pay the Landlord a re-issue fee of PLN 50.00. The handing over of the Room shall take place provided that the Tenant pays the Deposit and the Administration Fee, on terms and in the amount indicated in the Regulations and in this Tenancy Agreement. The detailed rules for using the Room and the Common Areas located in the Dormitory, in particular those relating to the rights and obligations of the Tenant and the Landlord, are described in the Regulations and individual regulations for the use of Common Areas.

### §3. Rent

1. Under this Tenancy Agreement, the Tenant is obliged to pay to the Landlord the rent in the amount of PLN..... (in words: ..... <sup>00</sup>/<sub>100</sub>) (\*according to the choice made in the booking process and the current price list) for using the Room and the rent in the amount of 100 PLN (in words: one hundred Polish Zloty <sup>00</sup>/<sub>100</sub>) \*according to the current price list) for using the Parking Space (if a contract for the use of a parking space has been concluded), payable in advance by the 5th day of each month to the bank account at **Alior Bank S.A. No. 66 2490 0005 0000 4650 6245 4555**, providing each time in the description the Tenant’s full name, number of the Room occupied and the month to which the payment relates (“**Rent**”), where the first payment of the Rent is to be made not later than on the Date of handing over the Room.

2. The amount of the Rent includes the Tenant's consumption of electricity, hot and cold water and heat energy intended for heating the Room, with the proviso that if the utilities consumption in the Room exceeds the standard consumption (that is, if it exceeds the average utilities consumption in all rooms by more than 20%), the Tenant is obliged to pay for the consumption in the rented Room exceeding the average utilities consumption in other rooms in the Dormitory.
3. The Rent payable by the Tenant includes a fee for using the Bicycle Parking Space referred to in § 2.3 of the Agreement.
4. The date of payment of the Rent shall be deemed the day on which money is credited to the Landlord's bank account.
5. The Rent payable by the Tenant for incomplete months of the tenancy, in particular if the tenancy relationship is established during the month or if the Tenancy Agreement expires before the end of the next full month, will be calculated in proportion of the tenancy period in a given month to the number of days in that month. In the event the Rent has been paid in advance, the overpaid amount will be returned to the Tenant to the bank account from which it was transferred, within 14 days from the date of expiry of the tenancy relationship or will be credited towards the next Rent payment. The tenancy period results directly from this Agreement and is independent of the date when the Tenant actually moves in or out of the Room.
6. The Parties allow delivery of invoices and other accounting documents by electronic means, and consider them delivered on the day they are sent to the electronic address provided by the Tenant.
7. The Rent referred to in § 3.1 may be adjusted by the Landlord according to the consumer price index announced by the President of the Central Statistical Office (GUS), in the month following the month in which the consumer price index becomes higher than 20% per annum.

#### **§4. Deposit and Administration Fee**

1. On terms specified in the Regulations, this Tenancy Agreement is effective provided that the Tenant pays a deposit aimed at securing all the Landlord's claims related to this Tenancy Agreement, in particular in respect of contractual penalties, delays in payment of Rent, repair costs resulting from the improper use of the Landlord's property or damage caused to this property, as well as other benefits arising from this Agreement or the Regulations, in the amount of PLN 2,300.00 (hereinafter referred to as the "**Deposit**").
2. The Landlord is entitled to set off any payment due by the Tenant against the Deposit. The Landlord declares to be entitled to pursue claims against the Tenant if their value exceeds the Deposit.
3. In the event of total or partial satisfaction of the Landlord's claims from the Deposit, the Tenant shall supplement the amount of the Deposit to its full amount within 7 days of receiving the Landlord's call to supplement it.

4. Subject to the cases specified in the Regulations and in § 5.2.e) of the Agreement, the Deposit is returned to the Tenant in the nominal amount via bank transfer to the bank account, within 30 days from the date of termination of the Tenancy, calculated from the day of submitting to the Landlord the deposit return form, after making any deductions for any claims due to the Landlord by the Tenant in connection with the Tenancy Agreement. The Tenant is not entitled to set off any of his/her claims against the Landlord.
5. In addition to the required Deposit, this Tenancy Agreement shall be effective on condition that the Tenant pays of a one-off Administration Fee on the terms and in the amount specified in the Regulations, which is not refundable to the Tenant in the event of expiry or termination of this Tenancy Agreement.
6. The Deposit and the Administration Fee should be transferred to the Landlord's bank account at **Alior Bank S.A. No. 66 2490 0005 0000 4650 6245 4555**, not later than 3 days after conclusion of the Agreement.

### **§5. Tenancy Termination**

1. The Tenancy Agreement is concluded for a fixed period specified in § 2 of the Agreement and apart from the cases specified in § 5.2, it may not be terminated by notice by any of the Parties.
2. The Landlord reserves the right to terminate this Tenancy Agreement without notice if the Tenant:
  - a) is in default of payment of the Rent for at least one full payment period, despite prior notification of the Landlord's intention to terminate the tenancy relationship and setting an additional 7-day deadline to pay the outstanding Rent;
  - b) violates grossly or persistently the provisions of this Agreement, the Regulations, individual regulations for the use of Common Areas or the provisions of generally applicable law, as well as makes the use of other Rooms or Common Areas burdensome and does not cease such violation despite receiving prior notification of the Landlord's intention to terminate tenancy relationship;
  - c) damages or renders unusable the Room and property located in the Dormitory, or poses a threat to the safety of other people or common safety;
  - d) sub-lets the Room or a part of it, or gives it for free use to a third party;
  - e) fails to supplement the Deposit in accordance with § 4.3 of this Tenancy Agreement despite an additional 7-day deadline to supplement same.
3. The Landlord reserves that in the event of termination in the manner indicated in § 5.2 above, and in the event of termination of the Agreement by mutual agreement before it expires, the Tenant is not entitled to a refund of the Deposit.
4. The Tenant has the right to terminate this Tenancy Agreement without notice in the event of gross and persistent breach by the Landlord of the provisions of the Agreement or the Regulations, which is not be removed despite the Tenant's notice.

5. Notice of termination of the Tenancy Agreement, as well as all notifications and calls, may be made in writing or in documentary form by sending same to the e-mail address of the other Party.

#### **§6. Return of the Room upon Expiry of the Tenancy Agreement**

1. Not later than the last day of this Tenancy Agreement, the Tenant is obliged to return to the Landlord the Room together with the Room Card, free from defects and unchanged in terms of quantity and quality within the meaning of its proper use. The Tenant is obliged to determine with the Landlord in advance (at the Dormitory reception desk) the date and time of returning the Room.
2. The Tenant should bring the Room, returned in accordance with the above paragraph, to a condition enabling its further re-tenancy to another person, i.e. duly cleaned and emptied of the Tenant's personal belongings. In the event of non-compliance with this order, the Landlord will charge the Tenant a flat fee of PLN 200.00 for cleaning the Room.
3. If the Tenant leaves his/her personal belongings in the Room or Common Areas after the term of this Tenancy Agreement, the Landlord shall call the Tenant to collect same within 3 days of receiving the request. In the event of failure to comply with the request, the Landlord reserves the right to secure, deposit, remove or dispose of such items in a manner chosen by the Landlord at the risk and expense of the Tenant, of which the Tenant will be notified.
4. The Room shall be delivered and accepted on the basis of a delivery and acceptance protocol (hereinafter referred to as the "**Protocol**"). If the Tenant fails to appear or refuses to sign the Protocol, the Landlord reserves the right to unilaterally draw up and sign this Protocol. The Protocol describing the Room's technical condition and the equipment it contains on the day of its returning to the Landlord is enclosed as Enclosure 1 to this Tenancy Agreement.
5. In the event of delay in returning the Room by the Tenant, he/she will be charged by the Landlord with the fee of PLN 500 per day for the non-contractual use of the Room.
6. The Tenant's obligation to pay a contractual penalty provided for in this Tenancy Agreement or the Regulations does not deprive the Landlord of the right to demand from and pursue claims, on general principles, against the Tenant for redress of damages in their full value exceeding the amount of contractual penalties.

#### **§7. Final Provisions**

1. The Landlord is entitled to assign the rights and obligations under the Agreement to another person without the consent of the Tenant. Without the Landlord's explicit prior consent, the Tenant is not entitled to assign the rights and obligations under the Agreement to another entity.
2. Without the Landlord's explicit prior consent, the Tenant is not entitled to transfer rights and obligations under the Agreement onto another entity.

3. The Parties undertake to inform each other of all circumstances, activities and obstacles affecting the performance of this Tenancy Agreement.
4. If any provision of this Tenancy Agreement is found to be invalid or ineffective, this shall not result in the invalidity or ineffectiveness of other provisions of the Agreement. The Parties shall replace the invalid or ineffective provisions with legal provisions that best express the economic sense of the invalid or ineffective provisions.
5. In the event of a dispute arising out of this Tenancy Agreement, the Parties shall first seek to settle it amicably. If the dispute cannot be resolved amicably, the court having jurisdiction to hear the matters related to this Agreement shall be the common court competent for the location of the Dormitory.
6. In matters not covered by this Tenancy Agreement, the relevant provisions of the Civil Code and other laws binding in Poland shall apply.
7. The Tenant declares to have read the Regulations and undertakes to comply with them. The Regulations are enclosed as Enclosure 2 to this Tenancy Agreement.
8. Any changes to this Tenancy Agreement must be made in writing, otherwise being null and void.
9. In the event that this Tenancy Agreement is drawn up in different language versions, the Polish version shall prevail in its interpretation.
10. The Agreement has been drawn up in two counterparts, one for each Party.

.....  
Landlord

.....  
Tenant

Enclosures:

1. Protocol
2. Regulations
3. Personal Data Processing Information Clause