

Concluded on September 8, 2023 in Warsaw between:

.....OS ID numberPESEL
residing in Warsaw (....-.....) at ul. hereinafter, e-mail:.....
referred to as: the Landlord,

and

..... ID number of the person PESEL
residing in Warsaw (....-.....) at ul., e-mail:.....

Hereinafter referred to as: the Tenant

collectively referred to as the Parties.

§ 1

1. The Lessor declares that he is the owner of apartment no. 18 located at ul. Rynek Nowe Miasto 6/8/10 in Warsaw, with a total area of 49 sq m, hereinafter referred to as the Premises. A land and mortgage register is kept for the Premises with the By number: District Court for the Capital City of Warsaw.,
2. The premises consists of: kitchen, bedroom, living room, bathroom, hall.
3. The Landlord declares that the Premises are not inhabited and are free from any encumbrances owed to third parties that could hinder or prevent the exercise of the Tenant's rights.

§ 2

1. The Landlord gives the Tenant the Premises together with its equipment. A description of the technical condition of the Premises, a list of equipment along with a description of their technical condition and photographic documentation constitutes Annex No. 1 to the Agreement.
2. The Tenant declares that no more than two people will live in the premises, the roommate is listed below:
- _____, PESEL number: _____
3. The Lessee undertakes not to keep animals in the apartment.
4. Subleasing the Premises in whole or in part to third parties or third parties' residence in the Premises is prohibited.
5. The Lessee declares that during the inspection of the premises he became acquainted with the condition of the Premises and its equipment and does not make any comments in this regard. Any reservations will be described in the Premises Acceptance Protocol.
6. The premises will be handed over to the Tenant on of the year, and the lease agreement begins on of the year.
7. The Landlord reserves the right to inspect the apartment after making an appointment with the Tenant no more than once every six months.

§ 3

1. For the use of the Premises, the Tenant will pay the Landlord a rent of PLN 4,000 (say: four thousand zlotys) per month for the entire duration of the lease agreement.
Rent is payable in advance by the 5th of each month. The Tenant is obliged to pay rent and service fees in cash or by transfer to the Landlord's bank account number
2. The rental fee DOES NOT INCLUDE operating fees for the premises: water supply and sewage collection, heating, electricity supply, garbage collection, and fees payable to the Housing Community. The tenant will pay the above. fees in the amount resulting from the invoices or bills sent by the suppliers of these services no later than 5 days from the receipt of the rent list or invoice from the Landlord, while the administrative rent as at the date of conclusion of the contract is PLN 800 per month and includes advance payments for cold and hot water, heating, garbage collection and maintenance of common areas.
3. The Tenant is liable to the Landlord for any damage resulting from the Tenant's failure to pay the service fees in the appropriate amount or on time.

account indicated in §3 section 1, and he pays certain amounts due.

4. In the event of an increase in service fees, e.g. due to above-average water consumption or changes in energy prices, the Tenant undertakes to cover the costs based on appropriate bills or invoices.

§ 4

1. Without the written consent of the Landlord, the Tenant may not make any improvements, adaptations or other changes to the Premises, in particular permanent changes. All costs of changes made with the consent of the Landlord are borne by the Tenant and the Landlord in parts and on the terms set out in a separate agreement.

2. After the end of the lease, the Tenant undertakes to return the Premises to the Landlord in good technical and sanitary condition, taking into account wear and tear resulting from normal use.

3. In order to secure the Landlord's monetary claims for delay in payment of rent with interest and any other claims of the Landlord that may arise in connection with the performance of this Agreement, the Tenant undertakes to pay in cash or to the Landlord's account indicated in §3 section 1 at the latest by a previously agreed deposit in the amount of PLN 4,800 (in words:).

4. The deposit will be returned to the Tenant in full within 14 days from the date of expiry of this Agreement or its termination and emptying of the Premises by the Tenant, unless on that day the Landlord is entitled to claims against the Tenant arising from this Agreement, in particular for unpaid rent, interest for late rent payments, unpaid invoices or utility bills. The Landlord declares that he will deduct his claims from the deposit amount.

5. The tenant cannot keep pets in the premises. The Tenant shall be liable for any damage caused to the Premises in accordance with Article 431 of the Civil Code.

6. The Lessee is not liable for damage resulting from normal wear and tear resulting from proper use.

7. Repair costs are borne by the Lessee in the event of improper use.

§ 5

1. The Tenant undertakes to:

a. Use the Premises in accordance with its intended purpose, in the manner resulting from the content of this Agreement and only for residential purposes and to fulfill professional duties in the form of remote work.

b. Not to sublease or use the Premises free of charge by third parties, in whole or in part, without the prior written consent of the Lessor.

c. Taking care of the sanitary, technical and aesthetic condition of the Premises and its equipment and maintaining them in no worse condition than on the day they were handed over to the Tenant, however the Tenant is not responsible for wear and tear resulting from proper use.

d. The costs of current operation and consumption of the Subject of the lease and its equipment are borne by the Lessee.

e. Not to make permanent changes to the Premises or the method of its arrangement, in particular by replacing doors, windows, permanent reconstruction of the interior layout, etc., without the written consent of the Landlord.

f. Immediately notify the Landlord of any faults and defects in the Premises as well as the need to carry out repairs and other activities which, in accordance with applicable regulations, are the responsibility of the Landlord. If the condition of immediate notification is not met on the same day when the defect is noticed by the tenant, the costs of removing the defects and faults will be charged to the tenant.

g. The tenant undertakes to comply with the rules of social coexistence and house rules, and to take care and protect against damage and devastation parts of the building intended for common use, such as: staircases, corridors and other utility rooms and the building's surroundings.

2. The Lessor has the right to enter the Premises (after prior written or e-mail consent from the Lessee) in the presence of the Lessee and after prior arrangement of the date with the Lessee. The Parties agree that such reviews will be held periodically, and in particularly justified cases they may also be carried out on an ad hoc basis.

3. In the event of a failure causing damage or a direct threat of damage, as well as in the event of fortuitous events that may significantly disrupt the normal functioning of the property in which the Subject of the lease is located or pose a threat to the residents of the property and the neighborhood, the Lessee is obliged to immediately make the premises available to remove it. If the Tenant is absent or refuses to provide the premises, the Landlord has the right to enter the premises in the presence of a police officer or municipal (municipal) guard, and when it requires the help of the fire brigade - also with its participation.

4. If the premises are opened in the tenant's absence, the landlord is obliged to secure the premises and the items contained therein until the tenant arrives; a report is prepared of these activities.

5. The Tenant is obliged - after prior arrangement of the date - to make the premises available to the Landlord in order to perform works attributable to the Landlord (repairs and replacement of internal water and sewage, central heating and heating installations).

6. The tenant is obliged to repair the damage caused by his fault at his own expense.

7. The Tenant will not place or tolerate the placement or storage of any sign or permanent decoration outside the premises or in a place visible from the outside, nor will he paint or decorate any external part of the premises without the prior consent of the Lessors for such activities.

8. The consent in question should be obtained by the Lessee in writing.

9. If the Tenant has made an improvement requiring the consent of the Landlord, but obtained consent for it, and the Landlord who does not want to keep the improvements made has requested that the Tenant remove them, the Tenant is obliged to take steps to restore the premises to its previous condition, taking into account the degree of wear and tear of individual installations, devices existing in the premises, etc. If the improvement is such that restoring the premises to its previous condition is impossible or would significantly disturb the substance of the premises, the Tenant will leave the improvements in the Landlord's premises, but the Landlord is not obliged to pay the Tenant's remuneration.

§ 6

1. The contract is concluded for a fixed period of time by, with the possibility of extension mutual consent.

2. The Parties may terminate the Agreement only by mutual agreement of the Parties in writing under pain of nullity.

3. In the last month of the contract, including the notice period, the Tenant undertakes to make the premises available in his presence, unless otherwise agreed, for the purpose of presentation to potential new tenants.

4. If the Tenant loses the opportunity to live in the Premises to which an eviction could be carried out, as stated in § 7 section 1, and does not submit appropriate declarations within 21 days, the Landlord may terminate this Agreement in writing with a 7-day notice period.

§ 7

1. In the event of loss of the possibility of living in the premises in which the Tenant could live in the event of an eviction, in accordance with the Tenant's declaration constituting Annex 2 and the statement of the owner of this premises constituting Annex 3 to this Agreement, the Tenant is obliged within 21 days from becoming aware of this event, indicate another premises where he could live in the event of eviction, and provide the Landlord with new statements: his own and the owner of the premises.

§ 8

1. Both parties unanimously declare that the Tenant will submit to the Landlord, no later than on the day of handing over the Premises, the original extract of the notarial deed referred to in Art. 777 §1 point 4 and §2 of the Code of Civil Procedure, i.e. a notarial deed containing the Tenant's declaration of submission to enforcement under this deed and covering the Tenant's obligation to hand over the leased item to the Landlord after the termination of the lease relationship.
2. Failure to comply with the instructions of section 1 of this paragraph may result in the termination of the contract by the Lessor without notice with immediate effect.
3. The costs of the notarial deed are borne by the Lessor.

§ 9

1. After the termination of the lease relationship, the Tenant is obliged to return the Premises to the Landlord within 1 day from the date of termination or expiration of the contract.

§ 10

1. The Parties unanimously consider correspondence via e-mail to be a sufficient form of communication to implement the provisions of this Agreement and provide the following addresses for this purpose:

- a) landlord's address: telephone, email
- number b) tenant's address:

§ 11

- 1 The Parties agree that this Agreement may be terminated with immediate effect if:

- A) The tenant is in default in the payment of rent or service charges for a period longer than 14 days after prior monitoring by the landlord and setting an additional deadline for payment of the outstanding amounts.
- B) The tenant uses the premises for purposes other than those specified in the contract and allows to disturb the household order despite a written warning.
- C) The Lessee neglects the premises or equipment to the extent that they are exposed to damage
- D) The landlord or tenant violates the provisions of this agreement
- E) The premises have significant defects that prevent the use of the premises as stipulated in the contract and have not been removed by the Landlord upon request within the time agreed by the Parties or cannot be removed.

2. In the event of termination of the contract with immediate effect:

- a) The Lessee is obliged to return the subject of the lease within the time limit indicated by the Lessor
- b) The parties shall make mutual settlements resulting from the terms of the agreement within the agreed period.

§ 12

1. Any changes to this agreement must be made in writing under pain of nullity.
2. In matters not regulated by this agreement, the provisions of the Civil Code and the Act of June 21, 2001 on the protection of tenants' rights, municipal housing resources and amending the Civil Code shall apply.
3. The Parties will try to resolve any disputes that may arise from the application of this Agreement. In the event of disagreement, the court having jurisdiction over the location of the Premises will be competent to resolve the dispute.
4. Appendices to this Agreement constitute its integral part.
5. The Agreement was drawn up in 2 identical copies, 1 for each Party.

.....

.....

Landlord

Tenant

Regret. No. 2

DELIVERY AND ACCEPTANCE PROTOCOL OF THE PREMISES

On in the residential premises at ul. in Warsaw, which is the subject of the lease in accordance with the Occasional Premises Lease Agreement of year appeared:

- a proxy acting on behalf of and for the Lessor as the Transferor

and

_____, PESEL _____
as Takeover

1. The Transferor leases and the Acquirers take over the lease of the Premises in question, as proof of which this Protocol has been drawn up.

2. The Parties further confirm that:

The restaurant is equipped with items and furniture listed below:

- kitchen: kitchen furniture, fridge with freezer, oven, dishwasher, induction hob, hood, table and two chairs
- living room: sofa, coffee table, TV cabinet, wardrobe, desk and chair
- bedroom: sofa, wardrobe, shelf, desk, iron
- bathroom: carpentry, mirror, toilet bowl, shower with a glass curtain, washing machine
- complete lighting throughout the premises

3. Before the release of the premises, all walls were repainted white and the premises were cleaned.

The transferees submit the following comments regarding the condition of the premises' equipment:

4. The premises and its equipment are in very good technical condition, detailed in the photographic documentation attached to the report.

The transferee submits the following comments regarding the technical condition of the premises:

5. Meter readings on the day of signing the protocol:

- electricity meter reading: _____ kWh
- cold water meter reading (ZW): _____ m3
- hot water meter reading (CW: _____ m3
- central heating meter reading (CH): _____ GJ

6. The Transferor issues to the Transferee: 2 keys to the locks in the Premises, 2 chips, 1 key to the letterbox.

7. The Transferor informs the Transferee that the entry code number to the intercom is:
.....

8. Other arrangements and confirmations of the Parties: