

AGREEMENT No. UF-221-...../24
SPECIFYING THE CONDITIONS FOR ACCOMMODATION
OF STUDENTS / PhD STUDENTS OF RZESZÓW UNIVERSITY OF TECHNOLOGY
AT THE STUDENT DORMITORY "IKAR" .

concluded in Rzeszow on between:

Rzeszow University of Technology, al. Powstańców Warszawy 12, 35-959 Rzeszów, represented by
MSc, Eng. Beata Staroń - Head of Campus,

and

Mr. / Mrs.

residing in

using the PESEL number

holding a passport (series and no)

mailing address

faculty, year and type of studies

hereinafter referred to as **Student / PhD student**.

§ 1

1. **Rzeszow University of Technology** assigns to a **Student / PhD student** a place in a room* / a room* / an apartment* no in the Student Dormitory **IKAR** in Rzeszow, at Akademicka 6 , for residential purposes, along with the right to use the rooms intended for common use by the residents of a student dormitory and the right to use the devices and furnishings of a student dormitory.
2. The **Student / PhD student** confirms on the "**Room / apartment equipment card**", which is Appendix no.1 to the Agreement, the acquisition of the room along with its equipment in accordance with the list of equipment, the condition of the room and technical installations of the room / segment and bears full responsibility for the damage caused.
3. The **Student / PhD student** is obliged to use the place in the student dormitory only for living, studying and relaxing.

§ 2

The Agreement is concluded for a period from **2024-10-01** to **2025-06-30** .

§ 3

1. The fee for accommodation in a student dormitory referred to in **§1** is **PLN** (in words PLN :)
monthly. The amount of the fee is in accordance with the Ordinance of the Rector of the Rzeszow

University of Technology on fees for the use of accommodation in student dormitories in force in a given academic year. The accommodation fee of a **Student / PhD student** in the student dormitory is due to the University from the first day of the period for which this Agreement has been concluded.

2. The fee for accommodation in a dormitory should be paid by the **Student/PhD student** monthly, in advance, by the 15th day of each calendar month, to the bank account number of the dormitory in which the **Student/PhD student** resides, indicating the month and year for which the fee is paid. If the agreement is concluded after the 15th of the month a **Student / PhD student** must pay the first accommodation fee no later than the end of the calendar month of the year in which the agreement was concluded.
3. In the case of booking a place / room before the first day of a given month and agreed with the administration of the student dormitory, at least by e-mail, the possibility of collecting the place / room later in this month than it results from the Regulations, the **Student / PhD student** is obliged to pay the fee for the entire calendar month, regardless of the date of receipt of the place / room, at the latest by the end of the month in accordance with the price list.
4. In the case of concluding the contract after the 15th day of the month, the **Student/PhD student** should pay the first fee for accommodation no later than by the end of the calendar month of the year in which the contract was concluded, while the amount of the fee is half of the monthly fee resulting from the Ordinance of the Rector of the Rzeszow University of Technology on fees for the use of accommodation in student dormitories in force in a given academic year.
5. If you book a place/room before the first day of the month and agreed with the administration of the dormitory, at least by e-mail, the possibility of picking up a place / room later this month than it results According to the Regulations, the **Student/PhD student** is obliged to pay a fee for the entire calendar month, regardless of the date of picking up the place/room, by the end of the month at the latest.
6. If the **Student/PhD student** does not pay the entire residence fee on time, he/she is obliged to pay statutory interest for each day of delay in payment to the University. Interest for delay should be paid by the **Student/PhD student** together with the payment of the principal (fee) to which the interest relates. If the arrears are settled, the payment made is credited to the latest arrears.
7. The date of payment shall be the date of receipt of the receivables on the bank account of the student dormitory.
8. Rzeszow University of Technology is entitled to unilaterally amend this agreement in the scope of the amount of the fee referred to in § 3 section 1, in the event of a change in this matter in the content of the Ordinance of the Rector of the Rzeszow University of Technology on fees for the use of accommodation in student dormitories in force in a given academic year.
9. The University shall inform the **Student/PhD student** about the change in the amount of the fee in writing or by e-mail from the e-mail address of the administration of the student dormitory, with confirmation of receipt of the message, one month before its introduction. The **Student/PhD student** may, within 14 days from the date of delivery of the notification of the change in the amount of the fee, submit to the head of student dormitories a written statement on termination of the contract at the end of the last day of the last month in which the current amount of the fee applies.
10. In the absence of handing over the keys and performing the obligations resulting from the conclusion of the contract for accommodation in a student dormitory after the time for which the contract was concluded, the **Student/PhD student** is obliged to pay a fee for daily/ad hoc accommodation (non-contractual residence) - for each day of delay in leaving this place - in the amount in accordance with the Ordinance of the Rector of the Rzeszow University of Technology on fees for the use of accommodation in student dormitories in force in a given academic year.

§ 4

1. Notwithstanding the foregoing, the parties agree that in "**Pingwin**" and "**Akapit**" student dormitories, the current operating costs of the accommodation shall be calculated as follows:
 - a) the costs of water consumption and sewage disposal as indicated by the water meter installed in each apartment and by multiplying the amount of water consumed per 1 person by the applicable rate;

- b) the cost of electricity consumption as indicated by the electricity meter per 1 person multiplied by the applicable rate for 1 kWh.
- c) costs of heating cold water and consumption of central heating in accordance with the indications of the meter for heating cold water and consumption of central heating and C.O. consumption installed in each residential segment, calculated per 1 person multiplied by the applicable rate for 1GJ of energy consumed.
2. The aforementioned services will be subject to VAT applicable in a given calendar year.
 3. The above-mentioned fees will be increased automatically with each change of the tariff for media consumption, without additional notice from Rzeszow University of Technology .
 4. The fees referred to in paragraph 1 shall be payable on the basis of a VAT invoice, on time and to the bank account of the student dormitory indicated to the **Student/PhD student** in the invoice.
 5. If a **Student / PhD student** fails to pay the fee within the period specified in section 4, Rzeszow University of Technology shall summon a **Student / PhD student** to pay the fee together with the interest due and sets a deadline for the payment.
 6. Failure to pay the fee within the time limit set by Rzeszow University of Technology is the basis for terminating the agreement.
 7. The absence of a **Student / PhD student** during the term of the agreement does not exempt them from the obligation to pay the fee referred to in section 1.

§ 5

1. Taking over a place in a student dormitory , a **Student / PhD student** is obliged to complete all formalities indicated by the dormitory administration.
2. The technical and aesthetic condition of the room* / residential segment* taken over by the **Student / PhD student** in use is specified in the Equipment Card constituting Annex 1 to the contract. Comments on the technical condition and defects not included in this Charter and noticed after the takeover of the room* / residential segment* in use by the **Student / PhD student** should be reported to the administration of the student house within 24 hours from the date of taking over the room* / residential segment* in use. Defects and damages reported after this time will be considered as arising from the fault of the **Student / PhD student**.
3. The technical and aesthetic condition of the room handed over after the end of the contract may not differ from the condition at the time of taking over, except for changes resulting from ordinary use.
4. The state of cleanliness of the room/residential segment passed a **Student/PhD student** should be the same as at the time of taking over the room a **Student/PhD student**.

§ 6

1. A **Student / PhD student** is obliged to pay a **deposit** in the amount of **250 € (EURO)** or **250 \$ (USD)**, in order to secure liabilities of the University, in particular in the following order:
 - a) for the reimbursement of the costs of removing damage to the room / apartment / common rooms or equipment not caused by their ordinary wear and tear,
 - b) for handing over a room / apartment in an improperly clean condition,
 - c) due to unpaid accommodation fees or interest on account of late payment.
2. The deposit in full amount should be paid on the first day of the period for which this agreement is concluded, but not later than before collecting the keys to a **Student's / PhD student 's** accommodation, to the currency account. The proof of payment should be presented to the dormitory administration upon the receipt of the keys. In the title of the payment, the name and surname of a **Student / PhD student** with the note **KAUCJA** should be provided.
3. The Parties agree that if the full amount of the deposit is not paid within the time limit set for its payment, Rzeszow University of Technology shall first of all count all payments made by a **Student / PhD student**, towards the deposit up to its full amount.
4. If the deposit is deducted for the reasons specified in section 1 point a, b, c above, a **Student / PhD student** is obliged to make up the difference from the deducted deposit within 14 days from the deduction date.

5. The deposit shall be returned to a **Student / PhD student** upon his / her written request in the case of foreign operations at his/her own expense - within 1 month from the date of submitting the written request, if no comments regarding the claims of Rzeszow University of Technology to a **Student / PhD student** have been submitted to the delivery and acceptance report drawn up in connection with the termination of this Agreement (§4). The lack of a written application means that a **Student / PhD student** agrees to leave the deposit on the account of Rzeszow University of Technology for the next agreement. A **Student / PhD student** is obliged to indicate in the application the bank account number to which the deposit is to be returned.

§ 7

1. Upon termination of the agreement, a **Student / PhD student** is obliged to return the place in a room* / room* / apartment* in a student dormitory together with its furnishings in an undamaged condition resulting from normal use. Any other damage and possible deficiencies will be removed at the expense of a **Student / PhD student**.
2. A **Student / PhD student** undertakes to hand over the place and the rooms belonging to it, together with a bathroom and toilet, in good state of cleanliness (i.e. in such a state of cleanliness in which it was handed over for use). Leaving the place in a bad, unsatisfactory state of cleanliness will result in charging the Student/PhD student with a fee for the need to perform a thorough cleaning of each room, in the amount specified in the Ordinance of the Rector of the Rzeszow University of Technology on fees for the use of accommodation in student dormitories in force in a given academic year.
3. At the time of checking out, both parties shall sign the delivery and acceptance report.

§ 8

A **Student / PhD student** may not give the subject of the agreement for rent or free use to third parties.

§ 9

1. This Agreement shall be terminated before the expiry of the period for which it was concluded, in the following periods and cases:
 - 1) on the day of loss of the status of a **Student / PhD student**,
 - 2) on the day of losing the right to occupy a place in a student dormitory,
 - 3) at the written request of a **Student / PhD student**, submitted to the Head of student dormitories at least 14 days before the end of the calendar month end in which the agreement is to be terminated,
 - 4) on the day when two months' worth of outstanding fees become due (on the 21st day of the second month for which the full fee has not been paid).
2. The agreement shall be terminated immediately by Rzeszow University of Technology if a **Student / PhD student** has violated essential provisions of the Agreement or the Rules and regulations for student dormitories, including gross violations of the principles of social coexistence, in particular exposing other people to harmful and burdensome effects of their behavior through, m.in, lack of respect for silence during study or rest, lack of obligation to maintain cleanliness in a room or segment or behavior violating the so-called good customs and loses the opportunity to live in PRz student dormitories in subsequent years until the completion of studies / Polish language course.
3. If the agreement is terminated, a **Student / PhD student** is obliged to leave a place in a student dormitory within no more than 3 days.
4. If a **Student / PhD student** fails to meet this obligation, the Head of student dormitories is authorized to take a **Student's / PhD student's** movable property to a dormitory storage room at the expense and risk of a **Student / PhD student** , to which a **Student / PhD student** agrees and herewith declares.
5. The period of storage a **Student's/PhD student's** movable property in the case of moving them to a warehouse (deposit) in a student dormitory is 3 months. After this period, movable property will be

sent back to the student's address of residence, at his expense and risk, to which a **Student / PhD student** agrees and hereby declares.

§ 10

1. By signing this Agreement, a **Student / PhD student** declares that he / she is familiar with the provisions of the Rules and regulations for student dormitories of Rzeszow University of Technology and undertakes to abide by them.
2. The information clause on the processing of personal data can be found on the website: https://w.prz.edu.pl/studenci_menu/swiadczenia-dla-studentow.

§ 11

Changes to the agreement must be made in writing, otherwise being null and void, subject to the provisions of **§ 3 section 8**.

§12

In matters not regulated by the provisions of this Agreement, the provisions in force at Rzeszow University of Technology shall apply, in particular the Act on Higher Education and Science, Rules and regulations for Higher Studies at Rzeszow University of Technology, Rules and Regulations for PhD Studies at Rzeszow University of Technology, the Rules and regulations for student dormitories of Rzeszow University of Technology, as well as the Civil Code.

§ 13

The appendices constituting an integral part of the Agreement are:
- Appendix 1 - Room / apartment equipment card
- Appendix 2 - Delivery and acceptance report

§ 14

The contract has been drawn up in two identical copies, one for each party.

Rzeszow University of Technology

.....
date, stamp and signature of the person
authorized to conclude an agreement

STUDENT / PhD STUDENT

.....
date, signature