

**AGREEMENT No. ....- 221 - ..... / .....**  
**DETERMINING THE ACCOMMODATION CONDITIONS**  
**OF STUDENTS/PHD STUDENTS OF RZESZÓW UNIVERSITY OF TECHNOLOGY**  
**IN THE STUDENT DORMITORY**

concluded on ..... in Rzeszów, between Rzeszów University of Technology named after Ignacy Łukasiewicz, with its registered office in Rzeszów at al. Powstańców Warszawy 12, 35-959 Rzeszów, represented by: .....

.....  
referred to in the agreement as Rzeszów University of Technology,

and

1. Ms./Mr. ....

residing in .....

(please provide the permanent address)

using the PESEL number: .....

holding an ID card/passport (series and number) .....

Correspondence address: .....

(complete if the correspondence address is different from the residential address)

Faculty of Rzeszów University of Technology ....., year and type of studies

.....

(letter symbol of the faculty name and year and type of studies - full-time first-cycle or second-cycle)

Register No. ...., referred to in the Agreement as the Student/PhD Student, hereinafter also jointly referred to as the Parties.

**§ 1**

1. Rzeszów University of Technology assigns the Student/PhD Student (\*underline as appropriate) a place in room\*/room\*/residential unit\* no. .... in the Student Dormitory ..... in Rzeszów, at ul. ...., for residential purposes, along with the right to use rooms designated for shared use by the

dormitory residents and the right to use the facilities and furniture provided by the dormitory.

2. The Student/PhD Student confirms on the "Room/Residential Unit Equipment Card" attached as Appendix 1 to the Agreement that they have taken over the room\*/residential unit\* along with its furnishings in accordance with the equipment list, the condition of the rooms, and the technical installations of the room\*/residential unit\*, and is fully liable for any damage caused.

3. The Student/PhD Student is obligated to use the dormitory accommodation solely for residence, study, and recreation.

## **§ 2**

The Agreement is concluded for the period from ..... to .....

## **§ 3**

1. The fee for accommodation in the dormitory referred to in §1 is PLN .....  
(in words: .....) per month.

The fee is in accordance with the Order of the Rector of Rzeszów University of Technology regarding fees for accommodation in dormitories in force in the given academic year.

2. The University is entitled to the Student/PhD student's accommodation fee in the student dormitory starting from the first day of the period covered by this agreement.

3. The Student/PhD student's accommodation fee must be paid monthly, in advance, by the 15th day of each calendar month, to the bank account number of the student dormitory where the Student/PhD student resides, specifying the month and year for which the fee is being paid.

4. If the agreement is concluded after the 15th day of the month, the 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. The fee is half of the monthly fee specified in the Order of the Rector of Rzeszów University of Technology on fees for accommodation in student dormitories applicable in the given academic year.

5. If a room/place is booked before the first day of a given month and the possibility of relocating the room/place at a later date in that month than specified in the

Regulations has been agreed with the dormitory administration, at least by email, the Student/PhD Student is obligated to pay the fee for the entire calendar month, regardless of the date of relocation, no later than the end of the month.

6. If the Student/PhD Student fails to pay the entire accommodation fee on time, they are obligated to pay the University statutory interest for each day of delay.

7. The date of payment is deemed to be the date the amount is credited to the dormitory's bank account.

8. Rzeszów University of Technology is entitled to unilaterally amend this agreement regarding the fee referred to in § 3, section 1, in the event of a change in the content of the Order of the Rector of Rzeszów University of Technology regarding fees for accommodation in student dormitories applicable in a given academic year.

9. The University will inform the Student/PhD Candidate about the change in the fee amount in writing or by email from the dormitory administration's email address, with confirmation of receipt, one month before the change takes effect. Within 14 days of receiving the notification of the fee change, the student/doctoral student may submit a written declaration of termination of the agreement to the dormitory manager or the dormitory administration at the end of the last day of the last month in which the current fee applies.

10. If the keys are not returned and the obligations arising from the dormitory accommodation agreement are not fulfilled after the agreed period, the student/doctoral student is obligated to pay the fee for daily/emergency accommodation (non-contractual accommodation) for each day of delay in leaving the accommodation, in an amount consistent with the Order of the Rector of Rzeszów University of Technology regarding fees for the use of dormitory accommodation applicable in the given academic year.

#### **§ 4**

1. Notwithstanding the foregoing, the Parties agree that in the "Akapit" and "Penguin" student dormitories, the current operating costs of the accommodations will be settled as follows:

- a) the costs of water consumption and sewage disposal, as determined by the water meter installed in each residential unit and multiplying the amount of water consumed per person by the applicable rate per cubic meter;
- b) the cost of electricity consumption, as determined by the electricity meter installed

in each residential unit, per person multiplied by the applicable rate per kWh;  
c) the costs of cold water heating and central heating, as determined by the cold water heating and central heating meter installed in each residential unit, per person multiplied by the applicable rate per 1 GJ of energy consumed.

2. The above-mentioned services will be subject to VAT applicable in the given calendar year.

3. The above fees will be increased automatically with each change in the utility tariff, without additional notice from Rzeszów University of Technology.

4. The fees referred to in paragraph 1 are payable on the basis of a VAT invoice, on time, and to the student dormitory's bank account specified to the Student/PhD student on the VAT invoice.

5. If the Student/PhD student fails to pay the accommodation fees for two consecutive months, Rzeszów University of Technology will request payment of the fees, along with any accrued interest, and will set a due date for payment.

6. Failure to pay the fees by the deadline set by the Rzeszów University of Technology constitutes grounds for termination of the agreement.

7. The Student/PhD student's absence from the student dormitory during the term of the agreement does not release them from the obligation to pay the fees referred to in paragraph 1.

## **§ 5**

1. Upon taking up residence in a student dormitory, the Student/PhD student is obligated to complete all formalities specified by the student dormitory administration.

2. The technical and aesthetic condition of the room\*/residential unit\* taken over by the Student/PhD student is specified in the Equipment Card, which constitutes Appendix 1 to the agreement. Any comments regarding the technical condition and defects not included in this Card but noticed after the Student/PhD student takes over the room\*/residential unit\* must be reported to the student dormitory administration within 24 hours of taking over the room\*/residential unit\*. Defects and damage reported after this time will be deemed to have occurred through the Student/PhD student's fault.

3. The technical and aesthetic condition of the room handed over after the end of the agreement must not differ from the condition at the time of takeover, except for changes resulting from normal use.

4. The cleanliness of the room/residential unit returned by the Student/PhD student must be the same as when the Student/PhD student took over the room.

## § 6

1. The Student/PhD student is obligated to pay a security deposit in the amount specified in the Regulation of the Rector of Rzeszów University of Technology regarding fees for accommodation in student dormitories, applicable for the given academic year, to secure the University's liabilities, in particular:

- a) for reimbursement of costs for repairing damage to the room\*/residential unit\*/common areas or equipment not caused by normal wear and tear,
- b) for returning the room\*/residential unit\* in an unsuitable state of cleanliness, as determined in the Handover Protocol constituting Annex 2 to this Agreement,
- c) for unpaid accommodation or utility fees, or interest on late payment.

2. The full deposit must be paid on the first day of the period for which this agreement is concluded, no later than before collecting the keys to the Student/PhD Student's accommodation, to the bank account of the student dormitory indicated in §1 section 1 of the agreement and proof of payment must be presented to the dormitory administration upon key collection. The payment reference should include the Student/PhD Student's first and last name, with the note "DEPOSIT."

3. The Parties agree that if the full deposit amount is not paid by the due date, Rzeszów University of Technology will credit all payments made by the Student/PhD Student, first and foremost, towards the full deposit amount.

4. If the deposit is deducted for the reasons listed in paragraph 1, points a-c above, or if the accommodation fee is changed (increased) during the term of this agreement, the Student/PhD Student is obligated to make up the difference from the deducted/paid deposit within 14 days of the deduction date.

5. The deposit will be refunded to the Student/PhD student after check-out – upon their written request for a refund of the deposit, which is attached as Appendix 3 to this agreement, and in the case of international transactions, at their expense, if any – within 30 days of the date of termination of the agreement, provided that no comments regarding Rzeszów University of Technology's claims against the Student/PhD student have been included in the handover protocol prepared in connection with the termination of this agreement (§ 4). Failure to submit a written request for a refund of the deposit constitutes consent by the Student/PhD student to

retain the deposit in Rzeszów University of Technology's account for the purpose of a subsequent agreement. The Student/PhD student is required to provide the bank account number to which the deposit is to be refunded in the deposit refund request.

## **§ 7**

1. Upon termination of the agreement, the Student/PhD student is obligated to return the space\*/room\*/residential unit\* provided in the student residence hall, along with its furnishings, in a condition that is not impaired by normal wear and tear. Any other damage or omissions will be repaired at the Student/PhD student's expense.
2. The Student/PhD student agrees to return the room and its associated rooms, including the bathroom and toilet, in a good (satisfactory) state of cleanliness (i.e., in the same state of cleanliness in which they were provided). Leaving the room in a poor or unsatisfactory state of cleanliness will result in the Student/PhD student being charged a fee for a thorough cleaning of each room, in the amount specified in the Order of the Rector of Rzeszów University of Technology regarding fees for accommodation in student dormitories applicable for the given academic year.
3. Upon check-out, both parties to the agreement will sign a handover protocol.

## **§ 8**

The Student/PhD student is prohibited from renting out or renting out the subject of the agreement to third parties.

## **§ 9**

1. During the term of the agreement, Rzeszów University of Technology reserves the right to carry out necessary renovations, maintenance, and other technical work in the occupied room\*/residential unit\*/apartment\* and in the student dormitory building, including common areas, to ensure the proper technical condition and safety of the facility.
2. Rzeszów University of Technology undertakes to make every effort to ensure that renovation and maintenance work does not interfere with the use of the room\*/residential unit\*/apartment\* beyond the necessary minimum.
3. Rzeszów University of Technology will inform residents of the intention, date, and scope of renovation and maintenance work in advance, if possible.

4. The student/PhD candidate undertakes to make the occupied room\*/residential unit\*/apartment\* available for necessary renovation work, after giving them sufficient notice and in compliance with the rules of social coexistence.

## **§ 10**

1. This Agreement shall be terminated before the end of the period for which it was concluded, on the following dates and in the following cases:

- a) on the date of loss of Student/PhD Student status,
- b) on the date of loss of the right to occupy a place in a student dormitory.
- c) upon the written request of the Student/PhD Student, submitted to the dormitory manager or the dormitory administration at least 14 days before the end of the calendar month at the end of which the Agreement is to be terminated, constituting Annex 4 to this Agreement,
- d) on the date of arrears in the payment of fees for two months (as of the 21st day of the second month for which the full fee has not been paid).

2. The Agreement shall be terminated by Rzeszów University of Technology with immediate effect if the Student/PhD Student has violated material provisions of the Agreement or the Rzeszów University of Technology Student Dormitory Regulations, including gross violations of the principles of social coexistence, in particular exposing others to harmful and burdensome consequences of their behavior, including, among other things, failure to respect silence during study or leisure time, failure to maintain cleanliness in the room or unit, or behavior that violates so-called good manners, will result in the loss of the right to reside in PRz student dormitories in subsequent years until graduation.

3. In the event of termination of the agreement, the Student/PhD student is obligated to vacate the occupied space\*/room\*/residential unit\*/apartment\* in the student residence hall within a period of no longer than 3 days.

4. If the Student/PhD student fails to comply with this obligation and the eviction rules, the dormitory manager is authorized to commission the transfer of the Student/PhD student's personal property to a storage facility (deposit box) in the student residence hall at the Student/PhD student's expense and risk, to which the Student/PhD student consents and hereby declares.

5. The storage period for the Student/PhD student's personal property, if transferred to a storage facility (deposit box) in the student residence hall, is 3 months. After this

period, the personal property will be returned to the Student/PhD student's residential address at their expense and risk, to which the Student/PhD student consents and hereby declares.

## **§ 11**

The Student/PhD Candidate confirms that Rzeszów University of Technology has provided them with a copy of the energy performance certificate for the building in which the space\*/room\*/residential unit\*/apartment\* being accommodated is located. A copy of the energy performance certificate is also available on the Rzeszów University of Technology website at: <https://dokumenty.prz.edu.pl/swiadectwa-energetyczne>.

## **§ 12**

1. By signing this agreement, the Student/PhD Candidate declares that they have read the provisions of the Rzeszów University of Technology Student Dormitories Regulations and undertakes to comply with them.
2. The information clause regarding personal data processing can be found on the website: [https://w.prz.edu.pl/studenci\\_menu/swiadczenia-dla-studentow](https://w.prz.edu.pl/studenci_menu/swiadczenia-dla-studentow).

## **§13**

Amendments to the agreement must be made in writing to be valid, subject to the provisions of §3 point 8.

## **§14**

In matters not regulated by the agreement, the regulations in force at Rzeszów University of Technology shall apply, in particular the Law on Higher Education and Science, the Regulations of Higher Studies at Rzeszów University of Technology, the Regulations of the Doctoral School at Rzeszów University of Technology, the Regulations of Student Dormitories at Rzeszów University of Technology, as well as the Civil Code.

## **§15**

The following annexes constitute an integral part of the agreement: - Annex No. 1 to the agreement – Room/Residential Unit Equipment Sheet, - Annex No. 2 to the agreement – Handover Protocol, - Annex No. 3 to the agreement – Request for Refund of the Deposit. - Annex No. 4 to the agreement – Termination of the Accommodation Agreement.

**§16**

This Agreement has been drawn up in two identical copies, one for each party.

Rzeszów University of Technology .....

Student / PhD Student .....