APARTMENT USE AGREEMENT

concluded in Ożarów Mazowiecki between Mariusz Szepietowski, ul. Floriana 14, 05-850 Ożarów Mazowiecki, email info@floriana14.pl, hereinafter referred to as the Administrator,
and the **User** ...., address ..... ID number / passport / permanent residence card: ...., PESEL: ....., NIP ....., phone no. ....., email ....., place of work .....
Emergency contact person: ....., phone no.: ....., email: ..... Bank account number to return the deposit .....

§1 Subject of the contract

1. The subject of the contract is granting the User the right to use, in accordance with the contract, the premises at the address 05-850 Ożarów Mazowiecki, ul. Floriana 14 / ....., hereinafter referred to as the premises.
2. The user takes the use of the premises for private purposes, without the right to sublet / use it to another person and without the right to register business activity in it or to conduct gainful activity in it.
3. The user is familiar with the technical condition of the premises and does not submit any comments. The condition of the premises and its equipment will be described in the handover protocol, which will constitute an attachment to the Agreement.
4. The user undertakes to immediately update the data and declarations provided in the contract and that his property status allows the fulfillment of the terms of the contract, and that he is not listed in the debtors database.

§2 Duration of the contract and termination

1. The contract is concluded for a definite period from ..... until. .....
2. The premises will be handed over to the User on .....
3. The contract may be terminated at the request of the User for a fee equal to the deposit paid with a 2-month notice period counted from the end of the month in which the termination was submitted, subject to timely payments.
4. The Administrator may terminate the Agreement with immediate effect without notice, if the User:
   a. is in arrears with the payment of the amount exceeding the value of 50%of the deposit or is in delay with the replenishment of the deposit over 7 days
   b. uses the premises in a manner inconsistent with the contract or its purpose, or keeps animals in it,
   c. disturbs the peace, rules of social coexistence in a burdensome way, or does not respect the curfew.
5. In the above-mentioned In cases, the Administrator may charge the User with a contractual penalty in the amount equivalent to the fees that the User would be obliged to pay by the end of the period for which the contract was concluded and/or publish his image along with a description of the situation in social media, to which the User agrees.

§3 Costs and fees

1. The monthly usage fee is PLN ....., payable to ..... on the day of the month to the ..... bank account. In the case of payment by the 2nd day of the month, and no obligations of the User, the discount PLN ..... applies. In the case of timely payment with a discount, the fee is PLN .....
2. The fee will be increased by PLN 150 if the User uses the parking space.
3. The fees apply from the date of the contract commencement, with the fee for the first month being ..... PLN.
4. The user will also bear the costs of: rent (administration/management), electricity according to an individual meter and according to a collective meter (energy for heating/cooling, heating hot water and common installations of the building) as well as cold water and waste disposal to be divided among all users.
5. Fees may be indexed by the Administrator on a quarterly basis for inflation according to the Central Statistical Office index "use of a flat or house and energy carriers".
6. Electricity is billed using a prepayment meter. Fees are charged automatically from the User's balance.
7. The User's overpayments will be kept (without interest) by the Administrator as the balance of settlements reducing the User's subsequent liabilities.
8. In the event of arrears in fees, the Administrator has the right to charge contractual interest in the amount of the maximum interest for the delay.
9. The User's payments (irrespective of the title), the Administrator has the right to include, at their discretion, contractual penalties, delay interest, overdue and current fees, and inflation indexation.
10. The User is not entitled to deduct his receivables from the receivables of the Administrator.

§4 Deposit and insurnce

1. The user will pay a ..... PLN refundable deposit to secure the Administrator's claims. The deposit is interest-free and cannot be counted by the User towards any receivables. The payment of the deposit and the fee for the first period is the condition for handing over the premises to the User.
2. The Administrator, at its discretion, may deduct from the deposit the costs of the obligations not fulfilled by the User and the costs of repairs, lack of equipment and damages for the User, and the User is obliged, upon the Administrator's request, to immediately replenish the missing amount.
3. The deposit will be settled on the User's account within 30 days from the end of the Agreement and the handover of the premises in a non-deteriorated condition, confirmed by a written handover protocol, and no financial obligations of the User. Leaving the premises by the User without completing the protocol results in the loss of the deposit.
4. The user undertakes to present to the Administrator, within 14 days from the conclusion of the Agreement, a document

confirming earnings of at least PLN 4,000. In the event of a change of workplace during the term of the Agreement, the User undertakes, within 14 days of this change, to inform the Administrator about it and provide him with a document confirming earnings.

5. The user undertakes to purchase a private liability insurance policy and maintain it for the entire period of the Agreement, and provide the Administrator with a copy with proof of premium payment by email within 7 days from the conclusion of the Agreement. The scope of insurance must cover liability for damages to the rented property.

§5 Rules for the use of the premises

1. The user may not make changes to the condition of the premises, including renovation, reconstruction and adaptation.
2. The user is obliged to use the premises in accordance with its intended use, with care for its sanitary and technical condition, and immediately repair any damage / defects caused by such use. Otherwise, the Administrator will order a repair at the User's expense.
3. The User will immediately notify the Administrator of the need for repairs, which are charged to the Administrator. Upon notification, the manager will take steps to remove / repair them.
4. All damages resulting from the notification in the notification will be borne by the User.
5. It is forbidden to place electric vehicles (bicycles, scooters, etc.) in the building due to the risk of explosion.
6. The user is obliged to keep the premises in a proper order and clean. This means regular washing / cleaning of the premises equipment and throwing out the rubbish. It is forbidden to use granular products for unblocking the drain in the toilet, sink, washbasin and shower tray.
7. The user undertakes not to leave any objects in the corridor, external window sills or throw them out of the windows. Waste will only be thrown into the garbage can.
8. The premises are forbidden to smoke, animals and behavior violating the order / peace in the area.
9. The equipment of the premises may be used by the User only in the premises. Keeping the User's belongings outside the used room is possible only with the consent of the Administrator.
10. The user declares that he has been informed where the water valves and fuses are and how they work. The user is obliged to immediately close them in the event of a fault or failure of the installation. If the User does not react, it may be done by a committee of other users or the Administrator, using the keys at the Administrator's.
11. It is forbidden to interfere with locks, electric, water, ventilation etc.
12. The user is obliged to immediately notify the Administrator of the loss of the key or the need to open the door in an emergency. This will be charged extra on working days from 9am to 5pm, and twice as extra for the rest of the time. The user is also charged the cost of a new lock and / or duplicate keys.
13. Another person may stay in the premises together with the User, no more than two nights a month, and overnight stay is understood as the presence of another person in the premises between hours 22-6.
14. The user can use the Internet access free of charge. The manager is not responsible for the quality and parameters of this access (the Internet is provided by an external company). It is forbidden to download or share any material that infringes on copyright or is prohibited by law.
15. The user is obliged to close the windows and water taps (to avoid damage caused by flooding) before leaving the premises, and when it is to be for more than 7 days & ndash; also turn off the water taps in the kitchen and bathroom. Damage caused by the User's negligence during his absence will be borne by the User.
16. The user will make the occupied premises available for inspection or inspection, e.g. construction, installation, after prior notification by e-mail. In the event of his absence, the User authorizes the Administrator and the person performing the inspection to enter. The Administrator is also entitled to enter when there is a justified suspicion of committing a crime and in an emergency (threat to life or property), or that the premises has been abandoned by the User. In the last 4 weeks of the Agreement, the Administrator has the right to show the premises to potential users, after informing the User, who is obliged to make the occupied premises available for this purpose. In the event of the User's failure to comply with the contract, the Administrator has the right to enter at any time without prior notice.

§6 The return of the premises

1. The signing of the handover protocol by the parties is considered as handing over of the premises.
2. The user is obliged to return the premises on the date of termination of the Agreement, during the working hours 12-17, agreed with the Administrator. If the release of the premises is delayed due to the fault of the User, the Administrator is entitled to charge an additional fee for each hour of waiting for the premises to be released.
3. After the end of the contract, the User is obliged to clean the premises (washing windows, furniture (also inside), lamps, door leaves and frames, sanitary fittings, household appliances, carpets and tiles, refreshing and removing stains from fabrics).
4. In the event of failure to deliver, vacate or clean the premises after the termination of the Agreement with the User and users of the object, the Administrator has the right to do so at the User's expense and charge a fee for each commenced month of non-contractual use in the amount of 200%of the amount established in § 3.1. This provision applies despite the termination of the remainder of the contract.
5. Leaving, abandoning the premises and / or returning the keys prior to the contract termination date shall not result in the agreement of the parties being terminated or the subject of the contract being handed over to the Administrator.
6. If the premises are returned in a deteriorated condition, the User will be charged a fee for restoring the premises to the condition it was in before it was handed over to the User by the Manager and the resulting loss of income for the period when the premises were taken out of use.

§7 Personal data

1. The administrator declares that he is the administrator of personal data within the meaning of the provisions of generally applicable law on the protection of personal data, i.e. the Regulation of the European Parliament and the EU Council of 27

April 2016. on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46 / EC (Journal of Laws of the European Union of 2016 No. 119, p. 1 of . amended) (hereinafter: GDPR).

2. The manager declares that he will process personal data only for the purposes of the contract, pursuant to art. 6 sec. 1 point b GDPR, because processing is necessary for the performance of a contract to which the data subject is a party or to take steps at the request of the data subject prior to entering into a contract and pursuant to Art. 6 sec. 1 point f GDPR because processing may be necessary to assert and defend against contractual claims.
3. The Administrator may process the following User's data: name, surname, ID number, PESEL number, NIP number, residence and correspondence address, e-mail address, telephone number, image. The following operations will be performed on these data: collecting, recording, organizing, organizing, storing, downloading, viewing, using, disclosing by sending, distributing or otherwise sharing, adjusting or combining, limiting, deleting or destroying.
4. Personal data will be processed until the expiry of the 3-month period calculated from the total occurrence of the events: 1) termination of the contract, 2) delivery of the subject of the contract and preparation of the acceptance protocol, 3) complete settlement of the contract, including fees, 4) expiry of the deadline from the provisions of the tax law. If it is necessary to establish, pursue or defend claims related to the contract, personal data may be retained for the period of limitation of the claim.
5. The user consents to the processing of his personal data in the scope of making them available to entities operating under the Act of April 9, 2010 on the provision of economic information and exchange of economic data (Journal of Laws No. 81, item 530), including particular to any records of the debtor, in a situation where the User arises a debt towards the Administrator overdue more than 30 days. The User agrees to a one-off transfer of personal data, including the User's first name, last name and PESEL number, sp. with its registered office in Krakow, running the website dobrzyśmiecy.pl, in order to inform third parties about reliable tenants on the terms and conditions specified by this company in the regulations available on the website dobrzynajemcy.pl. The User declares that he is aware of the voluntary provision of his personal data and the possibility of withdrawing the consent granted. At the same time, he confirms the receipt of information pursuant to Art. 13 GDPR.

§ 8 Final Provisions

1. The User declares that he has understood and accepted the Agreement. He is also familiar with the evacuation conditions and knows the way it is.
2. The user agrees to receive electronic correspondence and invoices to his e-mail address.
3. The user is aware that in order to avoid vandalism and theft, cameras with video / sound recording are or may be installed in the common parts and he / she irrevocably agrees to this.
4. In the opinion of the parties, the state of epidemic, epidemic and / or extraordinary threat, in particular restrictions and prohibitions introduced from the above-mentioned state, do not constitute grounds for termination of the Agreement.
5. For each breach of the Agreement by the User, the Administrator may charge him an additional fee in the amount of PLN 300 in each period. In case of doubt, an email / sms information from two other users (also from neighboring premises) is sufficient to identify a violation.
6. The manager has the right to entrust the management of the premises to a person of his choice, about which he will inform the User by e-mail. In this case, the manager will be authorized to act on his behalf in all matters related to the Agreement, including the processing of personal data entrusted by the User to the extent such as the Administrator. The appointment of an administrator and its change do not constitute an amendment to the Agreement.
7. Amendments to the Agreement require a documentary form, otherwise null and void. The change of the Administrator's address, account or designation does not constitute an amendment to the Agreement. In this case, he will inform the User about it by email.
8. The invalidity or ineffectiveness of individual provisions of the Agreement shall not affect the validity of the remaining provisions, and in place of the invalid provisions, the parties undertake to apply the most similar provisions.

Additional arrangements (replacing possible non-compliance with the above):

ŚWIADECTWO CHARAKTERYSTYKI ENERGETYCZNEJ BUDYNKU	
Numer świadectwa[1]	SCHE/12072/18/2023

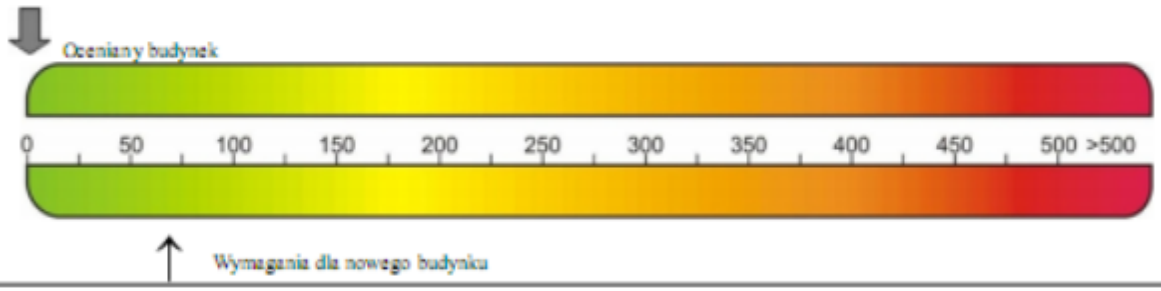
Oceniany budynek		
Rodzaj budynku[2]	budynek mieszkalny	
Przeznaczenie budynku[3]	jednorodzinny	
Adres budynku	Floriana 14, Ożarów Mazowiecki, 05-850 Ożarów Mazowiecki	
Budynek, o którym mowa w art. 3 ust. 2 ustawy[4]	tak	
Rok oddania do użytkowania budynku[5]	2022	
Metoda wyznaczania charakterystyki energetycznej[6]	metoda obliczeniowa	
Powierzchnia pomieszczeń o regulowanej temperaturze powietrza (powierzchnia ogrzewana lub chłodzona) A_f [m²] [7]	466,61	
Powierzchnia użytkowa [m²]	575,02	

Ważne do (rrrr-mm-dd) [8]	2033-03-13
Stacja meteorologiczna, według której danych obliczana jest charakterystyka energetyczna[9]	Warszawa Okęcie

Ocena charakterystyki energetycznej budynku[10]

Wskaźniki charakterystyki energetycznej	Oceniany budynek	Wymagania dla nowego budynku według przepisów techniczno-budowlanych
Wskaźnik rocznego zapotrzebowania na energię użytkową	EU = 62,59 kWh/(m² · rok)	
Wskaźnik rocznego zapotrzebowania na energię końcową[11]	EK = 22,06 kWh/(m² · rok)	
Wskaźnik rocznego zapotrzebowania na nieodnawialną energię pierwotną[11]	EP = 0,67 kWh/(m² · rok)	EP = 70,00 kWh/(m² · rok)
Jednostkowa wielkość emisji CO_2	E_{CO_2} = 0,00 t CO_2/(m² · rok)	
Udział odnawialnych źródeł energii w rocznym zapotrzebowaniu na energię końcową	U_{ore} = 99,00 %	

Wskaźnik rocznego zapotrzebowania na nieodnawialną energię pierwotną EP [kWh/(m²·rok)]



Obliczeniowa roczna ilość zużywanego nośnika energii lub energii przez budynek[12]

System techniczny	Rodzaj nośnika energii lub energii	Ilość nośnika energii lub energii	Jednostka/(m² · rok)
Ogrzewczy	1) Energia słoneczna	12,73	kWh
	2) Energia elektryczna	0,13	kWh
Przygotowania ciepłej wody użytkowej	1) Energia słoneczna	9,11	kWh
	2) Energia elektryczna	0,09	kWh
Chłodzenia			
Wbudowanej instalacji oświetlenia[11]			

Sporządzający świadectwo:	
Imię i nazwisko: Aleksander Borowski Nr wpisu do wykazu [13]: 12072 Data wystawienia świadectwa: 2023-03-13	Podpis

PODPIS ZAUFANY
ALEKSANDER TADEUSZ
BOROWSKI
13.03.2023 13:59:03 (GMT+1)
Dokument podpisany elektronicznie podpisem zaufanym

Wydruk z Centralnego Rejestru Charakterystyki Energetycznej Budynków wykonany dnia 13-03-2023