

APPENDIX 2: GENERAL TERMS OF RENTAL AGREEMENT

1. DEFINITIONS	
In this rental agreement and all its appendices words mean the following:	
Dwelling Handover/Return Act	A document completed by the Parties on the date of handover and return of the Dwelling, including any noted reservations and defects, the condition of Equipment, photographic documentation, and meter inventory
Rental Agreement	An institutional rental agreement with appendices, annexes or arrangements to the rental agreement
Building	The building in which the Dwelling is located, which includes spaces for the common use of residents
Surety Bond	A tripartite agreement in which the surety (Rendin) guarantees payment of the debtor's (Tenant) obligations to the creditor (Landlord) under the Rental Agreement to the extent and on the terms set out therein
Equipment	Equipment, domestic appliances and other furnishings included in the Dwelling
Dwelling	The house, flat or other living space that is the subject of the Rental Agreement
Party	Tenant or Landlord
Parties	Tenant and Landlord
Rent	Fee payable to the Landlord for the use of the Dwelling
Administrative rent	Fee for the administration of the Building and the maintenance of the common parts: e.g. staircases, lifts, basements, car parks, green areas, etc., sometimes including advance payments for heating, water or waste disposal, including the manager's remuneration and a contribution to the repair and renovation fund.
Interest on late payment	Statutory interest for late payment as referred to in Article 481 of the Civil Code
Compensation for non contractual use of Dwelling	The compensation referred to in Article 18 of the PTR, i.e. compensation for the use of the Dwelling without legal title, upon termination of the Rental Agreement.
Rendin/Surety	RENDIN POLSKA SP. Z O.O. with its registered office at ul. Twarda 18, 00-105 Warsaw, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court in Warsaw, 12th Commercial Division of the National Court Register under KRS number: 0000886037, NIP: 5252853348, REGON: 388311920, with a share capital of PLN 5,000, fully paid up.
Civil code	Act of 23 April 1964 Civil Code (Journal of Laws of 2020, item 1740, as amended)
PTR	Act of 21 June 2001 on the protection of tenants' rights, the local authority housing and amendments to the Civil Code (Journal of Laws of 2020, item 611, as amended)
Utilities	Services ordered by either Party and related to the use and maintenance of the Dwelling. A detailed breakdown of the costs of utilities is described in Appendix 1 to the Agreement.
Service Fee	Fee payable to Rendin for the provision of advisory services including legal assistance in the execution of the Rental Agreement and the coverage of the Rental Agreement under the Surety Bond.

2. COMMENCEMENT OF THE RENTAL, HANDOVER OF THE DWELLING AND TERM OF THE RENTAL AGREEMENT

2.1 The Rental Agreement becomes valid from the day of signing.

2.2 The Surety Bond and the protection provided by it become valid when all of the following conditions have been met:

2.2.1 The Rental Agreement is signed;

2.2.2 the deadline for handover of the Dwelling has arrived;

2.2.3 the Dwelling have been handed over.

2.3 The Rental Agreement is concluded for a fixed term as indicated in the Agreement, not less than 3 months and not more than 10 years.

2.4 Upon signing of the Rental Agreement, the Landlord shall hand over the Dwelling and the Tenant shall accept the Dwelling on the basis of a signed Dwelling Handover Act.

2.5 The Dwelling shall be handed over upon the first payment of Rent to the Landlord.

2.6 The Tenant's default in accepting the Dwelling shall not relieve the Tenant of their obligation to pay Rent and other charges under the Rental Agreement.

3. MEANS OF ACCESS AND ACCESS TO THE DWELLING

3.1 The Landlord guarantees a certain number of means of access to the Dwelling (including key sets, access cards, door codes, etc.) as agreed in the Dwelling Handover Act. If the Tenant requests additional means of access to the Dwelling, these will be ordered by the Landlord at the Tenant's expense.

3.2 The Tenant shall not have the right to duplicate any means of access to the Dwelling themselves.

3.3 A minimum of one set of means of access to the Dwelling shall remain under the control of the Landlord.

3.4 The Tenant shall immediately notify the Landlord of the theft or loss of possession of any means of access to the Dwelling provided to the Tenant. Should the aforementioned event occur, the Landlord shall have the right to change the locks, access codes or carry out any measures necessary to guarantee the protection of future safe access to the Dwelling against the threat of third parties, at the Tenant's expense.

3.5 Should a breakdown cause damage or pose an immediate threat of damage, the Tenant shall make the Dwelling immediately available for repair. If the Tenant is absent or refuses to provide access to the Dwelling, the Landlord is entitled to enter the Dwelling in the presence of witnesses.

3.6 If entry to the Dwelling has taken place in the absence of the Tenant, the Landlord is obliged to secure the Dwelling and the items therein until the Tenant arrives. A report covering these activities shall be created.

3.7 The Tenant shall, by prior arrangement, make the Dwelling available to the Landlord for technical or periodic inspections and for the performance of works charged to the Landlord (repairs and replacement of internal plumbing, central heating, hot water and gas systems), as well as for the substitute performance by the Landlord of works charged to the Tenant.

3.8 The Tenant shall, by prior arrangement, make the Dwelling available to the Landlord for the purpose of verifying the condition of the Dwelling and the condition of the Equipment, but no more often than once per quarter.

3.9 If there is less than one month remaining before the termination of the Rental Agreement, the Tenant shall allow the Landlord, together with persons interested in renting the Dwelling, to inspect the condition of the Dwelling and to enter the Dwelling by prior arrangement with the Tenant.

4. TENANT'S RIGHTS AND OBLIGATIONS

4.1 The Dwelling may only be used for residential purposes.

4.2 The Tenant is obliged to:

4.2.1 notify the Landlord if the Tenant is absent from the Dwelling for more than 21 consecutive days and in situations where the Tenant's absence may cause damage to the Dwelling or the installations in the Dwelling;

4.2.2 use the Dwelling and the Building with care and according to its intended use, having regard to the interests of other residents and neighbours;

4.2.3 ask the Landlord for consultation and, if possible, assistance in solving problems that occur in the Dwelling and/or relate to the Equipment (problems with household appliances, search for and interpretation of manufacturer's manuals, replacement of ventilation filters, etc.).

4.2.4 notify the Landlord immediately of any damage/problems caused or discovery of damage/problems, including damage to the Building, the Dwelling, and late payment of Rent. Should the aforementioned events occur, the Tenant shall do everything in their power to immediately mitigate potential damage and allow the Landlord access to the Dwelling;

4.2.5 repair minor defects in the Dwelling that can be remedied with little effort (cleaning or maintenance), as well as the replacement of wear and tear items such as the replacement of light bulbs or batteries. The detailed scope of the repair and maintenance obligation is set out in Article 6b of the PTR.

4.3 When using the Dwelling and the Building, the Tenant shall comply with:

4.3.1 all applicable laws and regulations;

4.3.2 the rules and regulations of the Building, if applicable;

4.3.3 the conditions for maintenance and use of the Equipment;

4.3.4 the requirements of the Utility suppliers.

4.4 The following actions require the Landlord's approval by email:

4.4.1 accommodating third parties in the Dwelling;

4.4.2 keeping pets in the Dwelling;

4.4.3 making alterations and improvements to the Dwelling,

The Landlord's consent does not relieve the Tenant of full responsibility for damage caused to the Dwelling, by persons, pets in the Dwelling or caused by renovations.

4.5 Smoking is strictly prohibited in the Dwelling, including, on the balcony/terrace. If the rooms are equipped with a smoke detector, the Tenant is obliged to monitor the status of the detector and replace its batteries if necessary.

4.5.1 Failure to comply with the smoking ban may result in the need to carry out repairs or order a cleaning service, the cost of which will be met by the Tenant.

4.6 Subletting or renting the Dwelling or putting them to use free of charge is prohibited.

4.7 The Tenant has the right to inspect the utility-related documentation held by the Landlord.

4.8 The Tenant shall provide the Landlord with all notices that have arrived at the Tenant or at the address of the Dwelling that have been addressed to the Landlord or are intended for the Landlord.

5. LANDLORD'S RIGHTS AND OBLIGATIONS

5.1 The Landlord shall be responsible for making repairs to the Dwelling, repairing or replacing installations and items of technical equipment to the extent not charged to the Tenant, in accordance with Article 6a of the PTR.

5.2 The Landlord shall not be responsible for interruptions or deficiencies in the supply of Utilities as well as repairs and renovations carried out in the common parts of the Building.

5.3 The Landlord must ensure that the Tenant is notified by e-mail of any mail addressed to the Tenant, but sent to the Landlord or to the address of the Dwelling, following termination of the Rental Agreement, and will keep them for a period of one calendar month following termination of the Rental Agreement. After this time, the Landlord is entitled to destroy the above-mentioned mail.

6. RENT AND OTHER CHARGES

6.1 The Tenant shall pay the Rent for each full weekly billing period in advance, by: the 1st day of the calendar month, the 7th day of the calendar month, the 14th day of the calendar month and the 21st day of the calendar month, to the Landlord's bank account or in cash directly to the Landlord, by arrangement with the Landlord. If the payment is made directly to the Landlord, the Landlord shall issue a receipt at the request of the Tenant.

6.2 The Tenant may pay the Rent in advance for four full payment periods covering a calendar month.

6.3 In addition to the Rent, the Tenant shall pay the Utilities and other charges relating to the Rental Agreement as set out in Appendix 1 to the Rental Agreement.

6.4 The Tenant shall make payments for Utilities and other charges relating to the rental within 5 days of being advised by the Landlord of the amount of the charge and its basis, or shall make payments in accordance with the date indicated on the billing document received from the service provider. The Tenant is obliged to make payments, e.g. for the Internet, cable TV, etc. in accordance with the agreements concluded by them.

6.5 Where the meter readings are not automated, the Tenant shall submit the meter readings in an agreed manner by the 1st day of the following month.

6.6 Charges for services such as hot and cold water, central heating, etc., paid on the basis of advance payments and then actual consumption, shall be settled in detail by the Landlord on an annual or half-yearly basis. The Landlord shall notify the Tenant of the settlement of these charges also after termination of the Rental Agreement. The Tenant at the same time represents that the Tenant undertakes to reimburse the Landlord for any underpayment in respect of the aforementioned services within 7 days of notification of the amount.

6.7 The Landlord shall notify the Tenant of any changes to the housing co-operative / tenants' association's charges. A change in these charges does not constitute an amendment to the terms of the Rental Agreement.

6.8 The responsible party will pay the Service Fee in accordance with the monthly invoice issued by Rendin, to the bank account specified on the invoice.

6.9 Should the Tenant be late in paying the Rent, Administrative Rent, Service Fee, Utility charges and other charges relating to the rental, the Landlord and/or Rendin shall be entitled to charge statutory interest for the delay.

7. TERMINATION OF THE AGREEMENT

7.1 The Rental Agreement expires at the end of the period for which it was concluded.

7.2 The Parties may terminate the Rental Agreement by mutual agreement of the Parties.

7.3 The Landlord has the right to terminate the Rental Agreement in accordance with the provisions of Article 11(2)(1) to (4) of the PTR, in writing with a one-month notice period, effective at the end of the calendar month, stating the exact reason for termination, if the Tenant:

7.3.1 despite a written warning, continues to use the Dwelling in a manner contrary to the Rental Agreement or inconsistent with its intended use, or neglects their obligations, allowing damage to occur, or destroys equipment intended for common use by the residents, or violates domestic order in a gross or persistent manner, making the use of other Dwelling a nuisance,

7.3.2 is in arrears with the payment of rent or other charges relating to the Rental Agreement, including charges for Utilities, for at least four full payment periods despite having given the Tenant written notice of their intention to terminate the Rental Agreement and setting an additional one-month period for the payment of overdue and current dues,

7.3.3 has rented, sublet or put the Dwelling or any part thereof to use free of charge without the required written consent of the Landlord,

7.3.4 uses the Dwelling which needs to be vacated due to the necessity to demolish or renovate the Building.

7.4 The Tenant is entitled to terminate the Rental Agreement in accordance with generally applicable legal provisions (Civil Code). The Tenant is required to provide written notice when terminating the Agreement.

8. RETURN OF THE DWELLING

8.1 Upon termination of the Rental Agreement, the Tenant shall return the Dwelling and Equipment in the same condition in which the Landlord handed over the Dwelling to the Tenant (as described in the Dwelling Handover Act), taking into account any changes resulting from proper use, and the Landlord shall accept the Dwelling and Equipment on the basis of the signed Dwelling Return Act.

8.2 The Tenant shall repair any damage caused to the Dwelling or other parts of the Building by themselves, persons and pets living with them or a person staying in the Dwelling or the Building with the consent or invitation of the Tenant.

8.3 If the Dwelling and Equipment are not returned in a clean and unaltered condition, beyond normal wear and tear, the Landlord shall carry out cleaning and maintenance work, the cost of which shall be borne by the Tenant.

8.4 At the latest on the date of termination of the Rental Agreement, the Tenant shall also:

8.4.1 remove the address of the Dwelling from the population register, business register and all other records if the address has been used as the registered address of the Tenant, members of the Tenant's family and any third parties associated with the Tenant;

8.4.2 return all means of access to the Dwelling. If the Tenant fails to return all means of access to the Dwelling or if the Landlord becomes aware that the means of access to the Dwelling have been duplicated without the consent of the Landlord, the costs of replacing the locks and/or security systems and other costs relating to the work and/or expenses performed shall be reimbursed to the Landlord by the Tenant.

8.5 On the date of termination of the Rental Agreement, the Parties shall inspect the condition of the Dwelling and prepare an appropriate Dwelling Return Act. If one of the Parties fails to appear for the signing of the Dwelling Return Act on the date of termination of the Rental Agreement, the return of the Dwelling and Equipment shall be deemed to have been effected by the other Party, provided that such Party has the signature of one witness.

8.6 If, after the Tenant has vacated the Dwelling, it is discovered that items owned by the Tenant have been left in the Dwelling, these items shall be deemed to have been abandoned for disposal, and, consequently, the Landlord shall acquire title to these items. Notwithstanding the above, the Tenant agrees to pay the costs of removal and disposal of the aforementioned items, otherwise the Landlord may do so at the Tenant's expense and risk.

9. COMPENSATION FOR USING THE DWELLING WITHOUT A LEGAL TITLE

9.1 By entering into the Rental Agreement, the Tenant acknowledges that if the Tenant does not voluntarily vacate the Dwelling at the end of the term of the Rental Agreement, the Tenant shall be liable to pay the Landlord Compensation for using the Dwelling without a legal title.

9.2 The compensation shall be in an amount equivalent to the Rent that the Landlord could have received in exchange for the rental of the Dwelling. If the compensation does not cover the Landlord's losses, the Landlord may also claim additional compensation. In addition, as part of the compensation, the Tenant shall also pay the Landlord any other charges for the use of the Dwelling that the Tenant would have been obliged to pay if the legal relationship had not terminated.

9.3 If the Landlord does not inform the Tenant of the amount of compensation due immediately after the termination of the Rental Agreement, the Tenant shall pay monthly compensation in the amount of four times the Rent plus other charges for the use of the Dwelling that the Tenant would be obliged to pay if the legal relationship had not terminated. The Landlord reserves the right to claim additional compensation if the compensation paid proves to be insufficient.

9.4 Compensation payments should be made once a month in advance by the 10th day of the calendar month to the Landlord's bank account or in cash directly to the Landlord. When paying by bank transfer, the Tenant shall indicate in the payment reference "Compensation for using the Dwelling without legal title" and the month/year for which the payment is made.

10. FINAL PROVISIONS

10.1 Any amendments to the Rental Agreement shall be made in document-like form within the meaning of the Civil Code via the Rendin platform, otherwise being null and void.

10.2 If any provision of the Rental Agreement is declared invalid, the remaining provisions of the Rental Agreement shall remain in force. In such a case, the Parties undertake to replace such invalid provision with a new one similar to the provision declared invalid.

10.3 The Parties agree that in the event of a dispute, they will first seek to resolve it amicably through negotiation.

10.4 If the dispute cannot be resolved in the manner indicated above, the local common court of the place where the Dwelling are located shall have jurisdiction.

Agreement preview