

**REGULATIONS FOR THE ALLOCATION AND RENTAL
OF RESIDENTIAL PREMISES
AT THE CRACOW UNIVERSITY OF TECHNOLOGY JUNIOR ACADEMIC STAFF
RESIDENCE HALL**

I. Chapter - Allocation of premises in the Junior Academic Staff Residence Hall

§ 1

1. The Junior Academic Staff Residence Hall is designed for periodic accommodation of:
 - 1) employees of Cracow University of Technology,
 - 2) CUT doctoral students,
 - 3) employees of other universities (in accordance with agreements),
 - 4) persons coming to CUT as part of international exchanges,
 - 5) guests of universities, private individuals accommodated in guest rooms,
 - 6) other persons not listed above (in case of vacancies).

2. CUT Junior Academic Staff Residence Hall has the following premises:
 - 1) one-room apartments (23.22 m²),
 - 2) two-room apartments (32.69 m²),
 - 3) two-room apartments with facilities (40.00 m²),
 - 4) one- and two-bedroom guest apartments with full facilities,
 - 5) one- and two-room fully furnished guest apartments settled as part of international exchanges,
 - 6) utility rooms, such as basements, storage rooms, bike rooms, stroller rooms, laundry rooms with dryers, and a playroom.

§ 2

1. Assignment of premises in the Junior Academic Staff Residence Hall is made upon application of the interested party.
2. The accommodation is granted for a maximum period of 5 years. The period of accommodation shall be reduced in the event of the circumstances referred to in § 8 paragraph 1.
3. The restriction referred to in paragraph 2 does not apply to CUT employees - foreigners.
4. The housing lease agreement is concluded for the duration of the accommodation period.
5. Employees of other universities are accommodated for a period of 1 year in accordance with agreements concluded (UR, UJ, UE, UKEN, ASP, UM).
6. Any amendment to the lease agreement must be in writing (Appendixes to agreements).

§ 3

1. Lodging in guest rooms is made on the date of the reservation (in writing or by phone).
2. Accommodation of persons within the framework of international cooperation is carried out on the basis of an application of the appropriate organizational unit, approved by the Department of International Cooperation, or permission granted by the Rector of CUT.

§ 4

1. An application for housing in the Junior Academic Staff Residence Hall is submitted using the EOD system. In the case of persons who are not employees or doctoral students of CUT, the application (conforming to the specimen constituting Appendix 1 to the Regulations) must be submitted in person to the administration of the Junior Academic Staff Residence Hall. The administration of the Junior Academic Staff Residence Hall keeps a record of applications and presents them to a committee appointed by the Rector of CUT.

2. The Committee referred to in paragraph 1 analyzes the applications and develops a proposal for the allocation of premises, which it submits to the Rector of CUT or a person authorized by the Rector for approval.
3. New applications are processed as units become vacant. Applications are processed in the following order:
 - 1) the University's academic teachers,
 - 2) CUT employees who are not academic teachers,
 - 3) CUT doctoral students,
 - 4) non-CUT individuals.
4. In the case of applications from the same group of persons mentioned in paragraph 3, the date of receipt of the application is decisive.
5. Persons waiting for the allocation of housing confirm their desire to rent by renewing their applications for each subsequent academic year (the order is maintained according to the date of the first application).
6. Those who have received housing for more than a year are not required to submit new applications during the accommodation period.
7. Residents whose five-year period of accommodation is about to end may submit a new application for housing for a period of one year. The allocation of housing will be possible after considering the applications of first-time applicants for housing at the Junior Academic Staff Residence Hall.
8. In particularly justified cases (e.g., difficult financial situation, random accidents, long distance from permanent residence), applications may be considered outside the order specified in paragraphs 3 and 7.
9. The Committee referred to in paragraph 1 does not give an opinion on applications submitted by universities (§ 2 paragraph 5) with which Cracow University of Technology has concluded agreements on renting premises in the Junior Academic Staff Residence Hall for their employees, and guests of CUT who are accommodated in guest apartments.

§ 5

1. The basis for accommodation in the Junior Academic Staff Residence Hall is the concluded lease agreement (Appendix 2 to the regulations).
2. The administration of the Junior Academic Staff Residence Hall keeps records of rental agreements.

§ 6

1. The rate of rent and the amount of fees in the guest rooms is approved by the Rector of CUT or a person authorized by the Rector at the request of the Head of the Junior Academic Staff Residence Hall, based on the incurred costs adopted in the material and financial plan for the year.
2. The change in rent is implemented on the basis of a decision by the Rector of CUT or a person authorized by the Rector and announced by means of a communiqué, which also specifies the amount of rent of premises for non-CUT persons and rent of guest rooms.
3. The change in the rental rate takes effect as of July 1 of each year.

§ 7

1. The tenant shall make payments for rent and electricity to the Junior Academic Staff Residence Hall bank account in *Alior Bank S.A., 71 2490 0005 0000 4600 7961 3644*, by the date specified in the lease agreement for the premises, on or before the 15th day of each month.
2. If rent and electricity payments are not received by the date specified in the rental agreement, the Junior Academic Staff Residence Hall will issue a named invoice to the tenant, which also serves as a demand for payment. A named invoice can also be issued at the tenant's request if the monthly payment is made on time.

3. In the event that the tenant vacates the premises prior to the date specified in the agreement, the tenant shall pay the amount due for rent and electricity consumption, as determined by the final settlement.
4. The monthly electricity consumption amount for Cracow University of Technology employees is calculated in a lump sum. Settlement of actual consumption is made on a quarterly basis (meter reading in the months of March, June, September, and December).
5. For accommodated residents from other universities, payment for electricity consumption is made in arrears, based on the meter reading provided to the Junior Academic Staff Residence Hall administration at the end of each month.

§ 8

1. The grounds for termination of the lease agreement with immediate effect are:
 - 1) termination of the employment relationship with the employee, and in the case of doctoral students, interruption of training at the Doctoral School,
 - 2) ownership by the employee or their spouse of their own dwelling in the city of Krakow or in the area of Krakow County,
 - 3) arrears in payments for two months, after a written request for payment,
 - 4) ignoring the failures that occur, which cause damage to the occupied premises,
 - 5) violation of the rules of order of the Junior Academic Staff Residence Hall,
 - 6) residence of persons without title to the premises,
 - 7) refusal of the tenant to re-housing, as referred to in § 13 paragraph 2.
2. The decision to terminate the lease agreement is made by the Rector of CUT or a person authorized by the Rector upon a written request of the Head of the Junior Academic Staff Residence Hall.
3. The tenant is obliged to vacate the premises within seven days from the date of termination of the lease, without the right to a replacement room.
4. If the tenant does not vacate the premises in the Junior Academic Staff Residence Hall within the prescribed period, Cracow University of Technology will take legal action. The tenant will be obliged to pay CUT a contractual penalty equal to three times the rent rate for each month started without a legal title to use the premises.

II. Chapter - Accommodation in the Junior Academic Staff Residence Hall

§ 9

1. The right to reside in the Junior Academic Staff Residence Hall is vested in the persons listed in the lease agreement. It is forbidden to cede the premises to third parties, as well as the residence of persons who are not declared in the application to live together, subject to paragraph 2.
2. Relatives not listed in the tenant's application have the right to live together with the tenant, provided they give prior written notification to the administration of the Junior Academic Staff Residence Hall, and the lease agreement is adjusted accordingly.

§ 10

1. Release of the premises is carried out on the basis of a transfer and acceptance protocol, which describes the technical condition of the premises and the initial state of the electricity meter, as well as individual codes for entering and opening the building.
2. The tenant is responsible for the property entrusted to them. In case of damage to the equipment, they will be charged for its replacement value. If the keys are lost, they will be charged for the cost of installing a new lock.

§ 11

The Tenant shall:

- 1) fulfill the registration obligation - their own and that of their cohabitants,
- 2) make payments resulting from the accommodation: rent, payment for electricity, payment for television and internet (in case of not concluding an individual agreement with the signal provider) by the 15th of each month,

- 3) removal of minor defects - such as: replacement of light bulbs, silicone at sinks and shower trays, shower hoses and showerheads, toilet seats resulting from day-to-day operation is carried out by the resident on their own and at their own expense.

§ 12

1. The manager of the Junior Academic Staff Residence Hall or an employee authorized by them is authorized to conduct a technical inspection of the premises, including the equipment and installations therein. Dwellers are informed of the inspection dates (including those resulting from the provisions of the construction law) through an announcement. In the absence of the tenant, the entrance to the apartments is carried out by commission, and a service note is drawn up on the occasion.
2. In cases of malfunctions occurring in the premises when the resident is absent, the manager or an employee of the Junior Academic Staff Residence Hall has the right to enter the premises by commission to locate and remove them. A service note is compiled detailing the activities carried out.
3. It is forbidden to change the locks on the entrance doors to the premises.

§ 13

1. If it is necessary to carry out repairs to the assigned premises, the tenant may be temporarily rehoused in substitute premises suitable for accommodation, designated by the manager of the Junior Academic Staff Residence Hall.
2. It is stipulated that the premises for temporary reaccommodation may not meet the standard of the premises occupied before reaccommodation. If the tenant refuses to be reaccommodated, the lease agreement is terminated.

§ 14

At the time of evacuation, the tenant should hand over the premises, including the keys, the basement, and any equipment, and pay all fees as per protocol.

§ 15

1. The return of the premises is carried out on the basis of a transfer and acceptance protocol, which describes its technical condition, equipment, and the final reading of the electricity meter.
2. If damage is found that is not due to regular operation, a committee is appointed by the University authorities to assess, in the presence of the tenant, the extent of the work that needs to be done. After their valuation (cost estimate) and removal, the administration of the Junior Academic Staff Residence Hall will issue an invoice charging the tenant for the work performed.
3. The premises prepared for transfer must not contain the tenant's own belongings. The premises must be clean, the walls painted, and the appliances in working order.

III. Chapter - Rules of Order

§ 16

1. The tenant may:
 - 1) receive guests. The stay of a guest for more than one month must be reported to the administration of the Junior Academic Staff Residence Hall. On the basis of the notification, an Appendix to the lease agreement is drawn up, increasing the rent due,
 - 2) furnish, decorate, and equip the apartment according to their own discretion, without violating the technical condition of the premises,
 - 3) use the premises and facilities available to the public at the Junior Academic Staff Residence Hall.
2. It is permitted to keep animals on the premises (dogs, cats, fish, turtles), provided that they do not cause disturbance to other residents. Residents with a dog or cat are required to repair any damage caused by the animal, remove the waste left by the animal

(sweeping the hallways and stairwells after walking with the pet), and clean up excrement from the lawns around the building.

§ 17

The Tenant shall:

- 1) observe the curfew from 10 p.m. to 6 a.m. (no loud adaptation work after 7 p.m.),
- 2) comply with the rules of social intercourse and maintain: order, cleanliness in the dwelling and the premises shared,
- 3) immediately report any noticed equipment failures on all installations to the administration of the Junior Academic Staff Residence Hall,
- 4) comply with fire regulations,
- 5) provide in the submitted application a telephone number and an e-mail address, which will enable contact in case of emergencies occurring during the resident's absence.

§ 18

For safety reasons, the use of gas cylinders and storage of hazardous materials are prohibited in the Junior Academic Staff Residence Hall.

IV. Chapter - Final Provisions

§ 19

1. The administration of the Junior Academic Staff Residence Hall serves residents on weekdays, Monday through Friday, from 7:15 a.m. to 3:30 p.m. Telephone contact: (12) 648 38 49; internal extension 36 52, and e-mails of the administration staff of the Junior Academic Staff Residence Hall.
2. Complaints should be directed to the head of the Junior Academic Staff Residence Hall administration.

§ 20

In matters not covered by these regulations, the provisions of the Civil Code are applicable.

Krakow, on 20.....

APPLICANT'S DATA:

.....
applicant's first and last name

.....
group (academic teacher, NNA employee, doctoral student, external applicant)

.....
position, organizational unit, e-mail, cell phone

.....
type of employment contract/confirmation of doctoral studies
(confirmation from the Department of Personnel and Social Affairs/appropriate dean's office)

APPLICATION FOR ALLOCATION OF PREMISES IN THE JUNIOR ACADEMIC STAFF RESIDENCE HALL OF CRACOW UNIVERSITY OF TECHNOLOGY AT 2 SKARŻYSKIEGO STREET IN KRAKOW FOR THE PERIOD

(number of years)

.....
.....
address of permanent residence

I would like to apply for shared accommodation with me in the allocated premises of:
(name, surname, degree of kinship)

.....
PESEL (personal identity number)

1.
2.
3.
4.

.....
date of first accommodation
at the Junior Academic Staff Residence Hall

JUSTIFICATION:

.....
.....
.....
.....
.....
.....

STATEMENT: I declare that I do not own an apartment at my place of employment or within the city of Krakow, or in the area of Krakow County (the statement also applies to my spouse).

.....
the signature of the applicant

In accordance with Article 13(1) and (2) of the General Data Protection Regulation of April 27, 2016, (GDPR), I have been informed that:

- 1) the administrator of my personal data is Cracow University of Technology with its seat in Krakow at 24 Warszawska Street, 31-155 Krakow,
- 2) my personal data will be processed for the purpose of accommodation, residence in the CUT Junior Academic Staff Residence Hall, and payment of fees,
- 3) providing personal data is a statutory requirement,
- 4) the Data Protection Officer at Cracow University of Technology can be contacted at the email address iodo@pk.edu.pl and phone number 12 628 22 37,
- 5) my personal data will be processed on the basis of the Law on Population Registration (Journal of Laws of 2021, item 510, as amended), the Law on Accounting (Journal of Laws of 2021, item 217, as amended), and Article 6(1)(c) of the General Data Protection Regulation (GDPR),
- 6) my personal data will be kept for the period of residence in the Junior Academic Staff Residence Hall and for the period resulting from the provisions of the laws: on the national archival resource and on accounting,
- 7) I have the right of access the content of my data, the right to rectify the data, the right to erasure, the right to restriction of processing, the right to data portability, the right to object, the right to withdraw consent at any time without affecting the lawfulness of any processing performed on the basis of the consent prior to its withdrawal,
- 8) I have the right to lodge a complaint with the Polish Data Protection Commissioner if I consider that the processing of my personal data violates the General Data Protection Regulation of April 27, 2016.

on
the signature of the applicant

RESIDENTIAL LEASE AGREEMENT

concluded on..... in Krakow, between:
CRACOW UNIVERSITY OF TECHNOLOGY represented by:
Chancellor -
hereinafter referred to as **the Landlord**
and Ms/Mr
residing in
hereinafter referred to as **the Tenant**.

§ 1

1. The Landlord declares that they are the owner of the premises No..... with a usable area of m² located in Krakow at 2 Skarżyńskiego Street.
2. The Tenant declares that they are/are not * a VAT taxpayer: NIP and authorizes the Landlord to issue an invoice without the Tenant's signature.
3. The Tenant declares that they have familiarized themselves with the current *Regulations for Allocation and Rent of Residential Premises in the Junior Academic Staff Residence Hall of Cracow University of Technology* and agrees to abide by them.

§ 2

The Landlord gives the Tenant the use of the premises specified in §1 item 1, together with the equipment for residential purposes.

§ 3

1. The contract is concluded for the period from to
2. The contract may be terminated before the expiration of the term for which it was concluded, by mutual agreement of the parties.
3. The Landlord may terminate the agreement with immediate effect if the Tenant violates the provisions of this agreement or the applicable *Regulations for Allocation and Rent of Residential Premises in the Junior Academic Staff Residence Hall of Cracow University of Technology*.
4. The following persons will live in the premises referred to in § 1 during the term of this agreement:
-
-

§ 4

1. The Tenant is obliged to pay rent in the amount of PLN (in words: /100) per month and a charge for electricity consumption as indicated by the meter. VAT shall be added to the electricity charges.
2. The rent must be paid in advance by the 15th of each month. If rent and electricity payments are not received by the date specified in the rental agreement, the administration of the Junior Academic Staff Residence Hall will issue a named invoice, which also serves as a demand for payment. The administration of the Junior Academic Staff Residence Hall will charge interest on payments made after the specified date. Interest is calculated from the day after the due date. A named invoice may also be issued at the tenant's request if the monthly fee is paid on time.
3. The rent is increased by the Landlord pursuant to § 6 of the Rules and Regulations for Allocation and Rent of Premises at the Junior Academic Staff Residence Hall.

§ 5

The handover of the premises to the Tenant shall take place on with the technical condition of said premises as specified in the delivery and acceptance protocol.

§ 6

1. The Tenant is not permitted to change the use of the premises, including registering a business at the premises' address.
2. The Tenant must not sublease the apartment or allow it to be used without charge.

§ 7

In matters not regulated by this Contract, the provisions of the Civil Code shall apply.

§ 8

Amendments to this Agreement require written form under the pain of nullity.

§ 9

This Agreement has been prepared in two identical copies, one copy for each party.

LANDLORD:

TENANT:

* delete as appropriate