**Agreement for temporary occupation of a property**

Concluded on....…….. in Krosno Odrzańskie, between:

Mr/Ms……………………………………,residing in: …………………………………., acting on their own behalf/represented by: …………………..............., hereinafter referred to as the Owner/Perpetual User,

and

……………………………………, with registered office in: ………………………………, NIP [Tax ID No.]: …………………………………, KRS [National Court Register No.]: ………………………………….., represented by: …………………………………………., hereinafter referred to as the Contractor,

of the following content:

§ 1

1. Under this agreement, the Owner transfers the property/part of the property, i.e.: the plot with the registration number…………....., precinct ................................., commune: ............................... to the Contractor, for temporary use / for the implementation of construction works consisting of ................/ for the use as site facilities/access road, as part of the investment under the name: "Flood protection of Krosno Odrzańskie", for which an Investment Project Implementation Permit decision No. 12/2018 of June 11, 2019 was issued by the Lubuskie Voivode.
2. The area of the plot, referred to in Art. 1 paragraph 1 is ……. ha.

§ 2

1. For transferring the property/part of the property referred to in Art. 1 para. 1, for temporary use, the Contractor shall pay to the Owner the amount of PLN..................

or

The handing over of the property/part of the property referred to in Art. 1 para. 1, for temporary use is free of charge.

1. The payment will be made to the Owner's bank account No.: ……………………………………………… .., within 21 days from the conclusion of this agreement.
2. The Contractor is not entitled to use the property/part of the property referred to in Art. 1 para. 1 until payment of the entire remuneration referred to in Art. 2 para. 1 is made.

§ 3

1. The Parties agree on the state of land development of the property/part of the property subject to temporary occupation as of the date of this agreement:

………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………

1. The agreement is concluded for a fixed period, i.e. from ............ until ……….. .
2. After the end of the agreement, the Parties will draw up a property handover report, in which they will define the state of its development.
3. The Contractor is obliged to hand over the property which is the subject of this agreement in a non-deteriorated condition.
4. Handing the property/part of property over or termination of the agreement before the date specified in Art. 3 para. 2 of the agreement is possible only with the consent of the Contractor.
5. Additional arrangements:

…………………………………………………………………………………………….

…………………………………………………………………………………………….

…………………………………………………………………………………………….

…………………………………………………………………………………………….

§ 4

1. In matters not covered by this agreement, the provisions of the Act of April 23, 1964 - Civil Code shall apply (i.e. Journal of Laws of 2018, item 1025).
2. The Parties undertake to settle all disputes in an amicable way.
3. In the event of disagreement, disputes are resolved by a common court with jurisdiction over the property location.
4. Any amendments to this Agreement shall be null and void unless made in writing.
5. The Agreement was drawn up in two identical counterparts, one for each of the Parties.

………………………………. ………………………………..

 Landlord Tenant

Attached is:

- a map showing the area of temporary occupation