

Tenancy Agreement

Between

Studierendenwerk Freiburg
a public-law institution
Basler Straße 2
79100 Freiburg

as landlord

and

Mr/Mrs Student

as tenant

The parties agree upon the following premises:

§ 1

1. A tenancy is granted at the dormitory XX, as from M/D/Y

The tenancy is granted for a separate/single bedroom (furnished) No. XY for a fixed term until M/D/Y. The tenant is permitted to use communal rooms according to their respective purpose.

The tenant acknowledges the legitimate interest in a fixed-term tenancy, as the provision of leased premises in the student residences is a form of indirect support. Further, due to the limited number of places in the rotation of the rooms, government-funded student residence spaces shall be provided for as many students as physically possible.

2. The rent (i.e. basic rent plus service charges) amounts to €EURO XX and is to be paid per month.
Cost for internet access is included in the rent.

- 2.1 The basic rent is stipulated as staggered rent.

The determinative rent at commencement of contract stated in § 1 section 2 accordingly increases respectively as follows, without the necessity of special explanation on the part of the landlord:

EURO XX

- 2.2 The above-mentioned rental agreement is contracted independently from the duration of tenancy according to § 1 section 1 if the duration of the rent agreement exceeds the duration of the tenancy agreement, any claim on part of the tenant to extend the tenancy on account of this deviating term of agreement/duration of validity is not possible.

3. The required security deposit amounts to:

A one-off payment of EURO XY

§ 2 Representation of landlord

The Studierendenwerk as the landlord is represented by the manager or an employee authorized.

§3 Entitlement to residence

1. a) Enrolled students of the following institutions of higher education are entitled to residence:

Albert-Ludwigs-Universität Freiburg
Pädagogische Hochschule Freiburg
Musikhochschule Freiburg
Evangelische und Katholische Hochschule Freiburg
Hochschule für Öffentliche Verwaltung Kehl
Hochschule Furtwangen
Hochschule Offenburg
Duale Hochschule Baden-Württemberg Villingen-Schwenningen
Duale Hochschule Baden-Württemberg Lörrach
Hochschule Macromedia, Freiburg
Internationale Studien- und Berufsakademie (ISBA) Studienort Freiburg

The entitlement to residence only applies to student residences at the respective location of the institution.

b) To the extent that a student residence is not fully occupied by people listed in section a), students from a state approved private institution of higher education can be admitted, provided that the contribution rate is paid according to the current rates of Freiburg institutions of higher education. This payment is due once per semester (via direct debit procedure).

2. The following are not entitled to residence:

- a) students who also work as teaching assistants, research assistants, trainee teachers, trainees, and the like;
- b) students who are predominantly employed;
- c) students who have already received a university (i.e., institution for higher education) degree qualifying for a profession;
- d) students who have an average monthly income in excess of one and a half times the state-defined Federal Law on Support in Education need ("BAföG-Bedarfsatz").

3. When living space (family flat) is rented to a student couple, the entitlement to residence ends when the condition specified in § 3 section 1 no longer applies to one of the partners. The entitlement to residence also ceases when the occupational earnings of either or both partners exceed triple fold in total the BAFöG defined maintenance need; for couples with children the limit is increased by EURO 256.00 per child. Evidence of the student's own income is to be supplied no later than June 1st of each year.

The right of residence for a student couple ceases in the context of a divorce. Upon request, and depending on availability, at least one of the divorcing partners will be offered a single room, or, in the event that at least one child remains with the partner, a smaller flat. The possibility of such an offer additionally requires that conditions of § 3 section 1 a) or b) are met.

4. Without being asked, the tenant is obligated to send proof of enrollment ("Studienbescheinigung") to the landlord by April 30th and October 31st of any given year. Tenants who are students at Hochschule in Offenburg, Kehl and Furtwangen by March 31st and September 30th. If this is not done even after a set deadline in a written warning from the landlord, the tenancy agreement can be terminated without notice due to just causes as provided for in § 543 BGB (German Civil Code "Bürgerliches Gesetzbuch").

§ 4 Period of residence

1. The period of residence is 6 semesters. In accordance with § 4 section 2 or, by means of a special agreement in the rental contract, it can be extended or shortened. However, this only applies to full semesters. Monthly renting is not possible. Previous semesters of residence will be included.

2. In justified exceptional cases the period of residence may be extended. A reason for an extension can be:

- a) An extension of the period of residence to honorary tutors and those students who have earned this by significant and demonstrable support of the community or of self-government, provided that for the extension of one semester they can provide evidence of this activity over at least two semesters.
- b) When taking their final examinations. No extension is granted for a doctorate.
- c) Student couples with children until the end of the period of the course of study of one of the partners on moving in.
- d) In particularly extraordinary individual cases of hardship, e.g. significant physical disability.

Changing the branch of study does not in principle extend the period of residence.

3. If the period of residence is extended or there is a change of accommodation, a new tenancy agreement is concluded, with terms as applicable at the time of the extension or move.

§ 5 Early termination of the tenancy

The tenancy is fix-termed to the stipulated period of residence in the tenancy agreement. It ends when the contract expires and does not require notice.

1. The tenancy can be terminated without notice if
 - a) on two consecutive payment dates, the tenant is behind in paying the rent or a significant part of it, i.e., an overdue amount of more than one month's rent; or, over a period covering more than two payment dates, is behind in paying rent amounting to two months' rent.
 - b) the tenant, despite a warning from the landlord, continues a use of the rented accommodation that is contrary to the agreement, significantly infringing the rights of the landlord, in particular allowing a third party unauthorized use.
 - c) the tenant culpably acts contrary to his/her obligations, in particular so consistently disturbing the domestic peace of the building that the landlord cannot be expected to continue the tenancy.
2. If the landlord was entitled to terminate the tenancy without notice, the tenant is required to pay for use beyond the day of the notice to quit, and beyond the day the accommodation is actually vacated; this amounts to the total rent determined by the landlord up to the point for which he could have given normal notice to quit, but not beyond the point where another tenancy is agreed.
3. Both contracting parties are entitled at any time to an extraordinary termination within the period of 1 month until the end of the semester.

At the institutions of higher education in Freiburg (see § 3 section 1 of the tenancy agreement) and Duale Hochschule Baden-Württemberg Villingen-Schwenningen the semester ends March 31st and September 30st each year. At the institutions Hochschule Offenburg, Hochschule Kehl and Hochschule Furtwangen the semester ends February 28th (respective February 29th) and August 31st each year.

Notice of termination of the tenancy must be given in writing, according to § 568 section 1 BGB.

§ 6

§ 545 BGB (German law relating to implied extension of a tenancy) is not applicable.

§ 7 Rent

The level of the rent covers the costs and in the absence of any other agreement is determined by reference to the II. Berechnungsverordnung (BV: regulations on calculation of rents). It is normally composed of:

1. Basic Rent
 - 1) Costs of the Studierendenwerk as main tenant
 - 2) Building depreciation, reserves, general maintenance
 - 3) Ongoing maintenance including technical services
Because of the greater incidence of changes in the case of student accommodation and the resulting increased building utilization the landlord has the right to set this part of the flat rate amounts to up to twice the amount determined by § 28 II. BV.
 - 4) Cost of capital

- 5) Costs for furnishings, on average 10 % per year
 - 6) Administration costs
Because of the greater incidence of changes in student accommodation and the resulting increased building utilization the landlord has the right to set this part of the flat-rate amounts up to one and a half times the amount determined by § 26 II.BV.
 - 7) Risk of loss of rental income
2. Running costs
- 1) Power (gas for cooking)
 - 2) Water supply
 - 3) Street cleaning and waste removal
 - 4) Heating and hot water
 - 5) Cleaning of the buildings
 - 6) Public charges, real estate tax, insurances
 - 7) Miscellaneous running costs, costs of student self-government, etc.

Internet access is provided free of charge and without the guarantee of permanent availability.

§ 8 Payment of rent, delay in payment, compensation

1. The rent is payable monthly by the 3rd day of the month and is paid by direct debit. Due to administrative reasons the debit entry can occur even after the 3rd day of the month. **The tenant is required to issue a direct debit authorization right at the beginning of the tenancy, as this is an important part of the agreement.** If a direct debit payment cannot be made, the tenant is responsible for the resulting bank charges.
2. The landlord is entitled to charge EURO 5.00 of administration costs on the second warning/overdue notice that will typically cover the extra administrative work arising in such cases. Contrary evidence provided by the tenant is not ruled out in a given case.
3. The tenant can offset against the request for rent or claim a right to withhold only in the case of a claim for compensation for damages resulting from non-compliance with the landlord's obligations (German Civil Code § 536 a, 539 BGB) and if the tenant has indicated in writing his intention to do this at least one month before the rent is due.

§ 9 Security Deposit

1. With the beginning of the contract the first month's rent and a security deposit have to be paid by direct debit. The deposit consists of three equal parts, payable in three instalments.
2. The deposit amounts to:

a) for each single room	EURO 400.00
b) for each apartment	EURO 500.00
c) for each flat	EURO 700.00
3. Interest is not paid on the security deposit. The deposit is, however, invested with interest by the landlord. The interest serves as income for the accommodation building in accordance with the economic plan.
4. In the course of the tenancy, the tenant is not permitted to offset the deposit against demands from the landlord. The deposit will be used for the payment of outstanding debts towards the landlord at the end of the tenancy.
5. The deposit, or the remaining amount after payment of debt will be refunded by bank transfer (into an account of the tenant's choice), usually within 3 months after termination of the tenancy agreement. In the case of foreign bank transfer, the landlord is entitled to deduct the resulting bank charges. If repayment of the deposit (or the non-retained part) is not possible for reasons outside of the landlord's control (in particular if the tenant has omitted to supply his new address and account information) the deposit is forfeited 6 months after the due date.

§ 10 Changes to the rent

1. The rent is reviewed once per year; namely, following December 31st (annual statement of accounts).

If through the review it is demonstrated that the current running costs have increased (i.e. costs are not covered), or that the costs to be covered by the basic rent are higher than those previously calculated, then the tenant is required to pay a correspondingly increased rent. The landlord will inform the tenant of the nature, the amount and time of the change. Within the process of rental increases, the tenant, or representative student bodies (finance committee of the SSV), are provided with a right of access to the annual accounts.

§ 11 Reporting of defects

1. Defects in the rented accommodation or its equipment or furnishings that are present at the start of the tenancy or arise during the tenancy must be reported immediately in writing to the landlord.
2. The tenant is required to inspect the rented accommodation as soon as the tenancy starts and to report defects to the landlord in writing within two weeks. If the tenant does not do this, the rented accommodation is deemed to have been accepted in the proper condition. The tenant cannot claim at a later time that defects were present at the beginning of the tenancy.
3. If damage occurs to the rented rooms – including the shared communal rooms – or damage or loss of an item of furniture rented to them, the tenant must pay compensation. It is expressly brought to the tenant's attention that if there is damage to the room, the shared communal rooms, or if there is damage to or loss of furnishings let with it, it is his responsibility to show that he should not be held financially liable to any damage or loss.
4. The landlord advises that construction or renovation work is currently taking place, or may be imminent, on or in the vicinity of the rented residential property. Such construction or renovation work may lead to significant noise impact. Claims for damages due to these reasons are excluded.

§ 12 Use contrary to the terms of the contract

The tenant is not permitted:

1. to keep animals. With the exception of small animals (e.g. ornamental birds and fish, hamsters, turtles, etc.) the tenant is not permitted to keep animals without consent of the landlord. Such consent may be refused or revoked, in the case that either other residents of the house or neighbors are disturbed as a result of the keeping of the animal, or if an adverse effect is to be expected for the tenants or the property itself.
2. to sub-let (including partially) the rented rooms without express written permission of the landlord, or to permit the use (including shared use) of them by third parties.
On the written application of the tenant and after written approval by the landlord, the tenant can, during his temporary absence from the location of the educational institution, permit the rented accommodation to be used by a third party nominated by the management of the student accommodation. In this case, the duties of the tenancy agreement reside with the tenant. Additionally, the nominated third party must accept in writing all the conditions and obligations of this tenancy agreement and the house rules. Both parties are joint debtors under these conditions;
3. to leave any items brought in by him to the rented accommodation or to the student accommodation building after the end of the tenancy unless the landlord claims a right of lien on these items;
4. to leave unregistered vehicles in the parking places belonging to the accommodation building. The landlord has the right to have vehicles towed away in case of infringement. Any expenses that may arise are at the tenant's charge. The landlord retains the right to make further claims for compensation;
5. to park vehicles outside the marked parking places, e.g. on approach roads and emergency service routes. The landlord has the right to have any infringing vehicle towed away at the owner's expense;
6. to carry out motor-vehicle repairs that could cause a nuisance to other people on the property belonging to the buildings managed by the landlord or in their immediate neighborhood. In particular all work is prohibited that could cause environmental pollution (e.g. an oil change).

7. to dismantle or to move away furniture that the landlord has mounted. In addition, the relocation of furnishing is strictly prohibited. Furniture within the room belongs to the inventory respective to the rented accommodation. The tenant is liable for costs accruing from damage or loss occurring as a result of such relocations or removals, which are contrary to the terms of the contract.

§ 13 Exclusion of liability

1. The landlord is only liable for personal injury and property damage to the tenant and the tenant's visitors if the landlord, or the landlord's agents, are at personal fault. The scope of liability is limited to intent and gross negligence. The limitation of liability does not apply to injury to life, body or health. The liability for violation of cardinal obligations (rental and maintenance) is also excluded from the limitation of liability.
2. The landlord is not responsible for the operation of telecommunications lines or their failure. Continuous availability cannot be guaranteed. The tenant has no claim to the supply of specific communications services (e.g. telephone, TV, radio, data lines/Internet).

§ 14 Other duties and obligations of the tenant and the landlord

1. The tenant is responsible for cleaning the rented accommodation and the jointly used communal rooms that are made available. The tenant agrees to careful and considerate use of the rented accommodation and the accompanying communal areas and passageways, and of the furnishings and outside facilities. He also agrees to observe the house rules ("Hausordnung") which form part of the tenancy agreement. A copy of the house rules will be given to the tenant by the landlord with the tenancy agreement.
2. The tenant is required to look after the provided keys to the rented and shared rooms with care, not to make them available to an unauthorized person and to inform the landlord immediately if a key is lost. If a key to locks which are part of a master key system is lost, the landlord has the right to replace all locks in the system with new ones if the security of the other affected people cannot otherwise be assured. Only the landlord will procure the replacement locks or keys. The tenant is liable to the landlord for monetary compensation for all arising expenditure. The tenant is free to provide evidence that he or she is not responsible for the loss (Section 280 (1) S2 BGB). The tenant does not have the right to replace locks installed by the landlord by any others.

§ 15 Landlord's right of entry

1. The tenant is required to permit the landlord or his authorized representative to enter the rented accommodation in the following cases:
 - a) during normal working hours for a specific reason associated with checking the condition of the rented premises;
 - b) during the execution of work (maintenance and building alterations to the premises, maintenance of smoke alarms, for the taking of samples for drinking water testing etc.);
 - c) at any time for removing danger to the life or health of people and for avoiding significant material damage.
2. The landlord will inform the tenant of the time and approximate duration of the access required for events described in section 1 a) and b) as early as circumstances permit.
3. If neither the tenant nor a person authorized by him is present at an appointment of which he has been notified or at an emergency defined in section 1 c), the landlord is permitted to gain access to the rented premises by using duplicate keys, given that the tenant has not expressly prohibited this and given that the tenant has provided the landlord with his or her permission. In the event of imminent danger, the landlord may, at any time, enter the rented premises in the tenant's absence.
4. If the tenant refuses access to the rented property or is not present at the announced date, the tenant will be informed that, unless he or she can provide significant reasons for not being present, compensation will be required by the landlord for the resulting damages (e.g. additional travel costs by craftsmen).

§ 16 Termination of the tenancy

1. At the end of the rental contract, the tenant is obliged to return the rental property completely cleared of all personal belongings, in a cleaned state, and with the associated keys. All inventory must be complete and accounted for. The windows and inventory must also be cleaned, and any existing refrigerator must be defrosted.

Objects left behind will be disposed of at the expense of the tenant, given that the tenant fails to collect such objects upon request and following the unsuccessful setting of a deadline. Storage costs for the items are to be borne by the tenant. The landlord is only liable for damage or loss occurring during custody in the event of gross negligence or willful misconduct. The landlord is under no circumstances obliged to put the items under insurance protection or to take extensive security measures as if they were items belonging to the landlord. The landlord is entitled to refuse the surrender of these objects until these claims and any other claims arising from the tenancy have been settled by exercising his landlord's right of distress.

The landlord is also entitled to destroy obvious rubbish or objects of no apparent value.

2. The landlord has the right to check the condition of the accommodation before the appointed time for handing it back. An appointment for this will be given to the tenant with a fair amount of notice.
3. In accordance with Section 2, defects or damage identified during the inspection are recorded in a protocol. Insofar as the tenant is responsible for these defects or damages, the period extending until the timely return of the rented premises is deemed to be the deadline pursuant to § 326 BGB. The landlord is entitled to repair defects and damages that have not yet been remedied by the deadline as determined by the return date, or to have such defects and damages remedied. In this case, the tenant is obliged to pay damages in cash for the expenses incurred and for any claims by third parties. The same also applies if the tenant has prevented or refused the timely viewing of the rented property.
4. If the tenant does not move out at the end of the tenancy or does not move out on time, or if the immediate further renting of the premises is not possible due to ongoing claims or the necessary repair of damage, and as a result the following tenant cannot move in, then the tenant is liable for all lost revenue and for all costs / damages which arise for the landlord or the subsequent tenant from not leasing the rented property (e.g. hotel, moving, storage costs).
5. The contractual return of the rented accommodation the tenant must:
 - a) hand over to the landlord all keys to the rented and shared rooms, including any made by the tenant in contravention of the rules.
 - b) supply to the landlord the new address and
 - c) the bank details necessary for return of the deposit and other amounts that may arise.

§ 17 Statements

1. Written statements from the landlord to the tenant are deemed to be delivered when put into the tenant's mailbox. The tenant is required to nominate a receiving authority in the case of long absences, e.g. during the semester break.
2. Amendments and additions to the tenancy agreement must be in writing. There are no separate additional verbal agreements.

§ 18 Handover of the rented premises

Moving in is possible only during office hours or by prior agreement. Moving in is not possible on Saturdays, Sundays and public holidays.

Moving out is to be notified in writing at least ten working days in advance to the technical member of staff. Moving out must be on working days (not Saturdays) before 09:00; or by 12:00 on days with a large number of people moving out.

Moving out on Sundays or public holidays is not possible. After handing over the keys, the rented accommodation cannot be entered again.

§ 19 Data protection/privacy

The tenant agrees that all personal data needed in the application for and administration of the tenancy may be stored and processed by the landlord using electronic data processing.

§ 20 Invalidity of certain tenancy agreement terms

If any individual terms of the tenancy agreement are invalid, the others remain valid. A replacement clause for achieving the same financial or legal situation within the legally permitted bounds is deemed to be agreed.

§ 21 Law for the settlement of consumer disputes – VSBG

The landlord is neither willing nor obliged to participate in dispute settlement proceedings before a consumer arbitration board according to the law for the settlement of consumer disputes (VSBG).

However, the law for the settlement of consumer disputes demands nevertheless to point out the responsible arbitration board to the tenant: Allgemeine Verbraucherschlichtungsstelle des Zentrums für Schlichtung e.V., Straßburger Straße 8, 77694 Kehl, Internet: www.verbraucher-schlichter.de

Components of the tenancy agreement are:

House and fee regulations that the tenant received prior to the conclusion of the contract, as well as the inventory list in the room or apartment.