

Contract of Rent, Students' Union Hamburg

Residential Facility Gustav-Radbruch-Haus (High-rise)

Extract from the Subsidy Regulations of the Hamburg Investment and Development Bank (IFB) in accordance with the Funding Approval of 10/10/2014

XI. Assigned Purpose: Rental Commitments / Regulations to be incorporated into the Rental Contracts

1. Maximum permitted net cold rent / Highest permitted rent increases

The maximum permitted net rent for single apartments is € 155.00 monthly or € 155.00 monthly per person. In addition to this rent, only the running costs in accordance with §§ 556, 556 a and 560 BGB (German Civil Code) may be charged. All-inclusive rents may also be agreed for places in halls of residence.

The maximum permitted monthly net rent for car parking spaces in an underground car park is EUR 53.00, in a multi-storey car park EUR 26.50 and for open parking spaces EUR 15.60. The maximum permitted monthly rent for parking spaces may be increased annually during the funding period as follows:

In an underground garage by EUR 1.00, in a multi-storey car park by EUR 0.50 and for open parking spaces by EUR 0.30.

2. In accordance with the criteria of general rental law the net cold rent may be increased for the first time on the first day of the first month of that quarter that follows upon the expiry of a period of 2 years after the average date of occupational readiness determined by the IFB for the apartments being funded and subsequently every 2 years. The rental increase is thereby restricted to € 4.00 monthly per space. A graduated rent may only be agreed upon within the aforementioned restrictions. The rental law prescriptions of §§ 557 a and 558-561 and of ³ 549 Para. 3 BGB are to be observed.

3. Modernisation measures/subsequent constructional changes

Modernisation measures and any subsequent constructional changes compared to the documents agreed upon with the IFB following occupational readiness for which you bear the responsibility may only be undertaken with the prior consent of the IFB. Should the IFB agree to the modernisation measures it may exclude an increase in rent in accordance with § 559 Para. 1 BGB or decree that the increase in rent must be lower than the absolute threshold of § 559 Para.1 BGB. Should the rent be increased permissibly according to the stipulations of the funding approval and rental law, the maximum permitted rent shall increase accordingly.

4. Legal foundations for the realisation of restrictions upon rent according to funding law

Regarding the realisation of restrictions upon rent according to funding law pursuant to the relationship to the tenant, the rental law stipulations of the BGB shall apply exclusively.

5. Extra Payments to be made by the tenants

Rental Object: Borgfelder Straße 16, 20537 Hamburg (High-Rise)

By way of clarification, attention is drawn to § 10 of the Hamburg Controlled Tenancies Act (HmbWoBindG) in conjunction with § 17 HmbWoFG. According to this, the conclusion of contracts of rent for apartments may in particular not be made conditional upon a contract for the renting of garages and parking spaces within garages (so-called coupling contracts). On the other hand, however, it is permissible to oblige tenants who already possess a car to at the same time rent an open parking space (also on the top storey of a multi-storey car park or above an underground car park) and to commit the other tenants to a corresponding commitment as soon as they should begin to use a car. Funded garages or parking spaces are first and foremost to be let to the tenants of the apartments being funded.

Financing contributions may not be demanded or accepted from those seeking apartments. The same shall apply to all special payments, in particular advance rental payments, brokers' fees or other sums of money, regardless of the point in time at which they are to be paid. Exempted from this are cooperative shares (which may not exceed the sum of EUR 60.00 per m² of residential space may not be exceeded in total) and security payments. The agreement of a security payment on the part of the tenant inasmuch as the intended purpose thereof is to safeguard any claims held by the landlord against the tenant resulting from damage to the apartment or neglected cosmetic repairs. The security payment may not exceed two-and-a-half times the monthly net cold rent.

6. Ban on Conversion

The apartments being funded may not, for the duration of their intended purpose, be converted into owner-occupied apartments without the prior consent of the IFB.

7. Notices of cancellation on the grounds of own requirements are not permitted.

8. You are obliged to make sure, by way of clauses in your contracts of rent, to guarantee that the sub-lettings of more than half of the respective funded apartment or of a place in a hall of residence as well as the usage thereof as a secondary residence are forbidden.

You are obliged to incorporate the regulations of this Section XI in your contracts of rent. The tenants may appeal to the above regulations against the landlord (cf. § 17 Para. 2 HmbWoFG). The IFB or a third party specified by it may instruct the tenants regarding the rights derived from this, inasmuch as you should not yourself provide the necessary information to your tenants.

XII. Justification and Duration of the Intended Purpose (Occupancy and Rental Commitments)

1. The occupancy and rental commitments according to stipulations X and XI are directly justified by this funding approval (cf. §§ 10, 15, 16, 17 and 19 HmbWoFG).

2. The occupancy and rental commitments shall end upon the expiry of a period of 30 years subsequent to the average occupational readiness determined by the IFB.

3. Premature complete repayments of the building loan without any legal obligations to do so shall reduce the duration of the intended purpose according to No. 2 above to the expiry of the 10th calendar year following the repayment inasmuch as the agreed commitment period should be later than the last-named point in time (Continued application upon repayment of the building loan without any legal obligation).
4. The respective statutory regulations pursuant to the continuance of the occupancy and rental commitments in the cases referred to therein (cf. §§ 19, 20 and 21 HmbWoFG in this connection) shall remain unaffected, however.
5. You are obliged to incorporate the above stipulations under Nos. 2 to 4 into your contracts of rent. Section XI No. 6 Clauses 2 and 3 shall apply analogously.