

**English Translation
of Rental Agreement
- subject to change -**

Contract of Rent

The following contract is hereby concluded

between the Studierendenwerk Hamburg, AöR (Public Law Institution) Von-Melle-Park 2, D-20146 Hamburg (Landlord)

and Mr. / Ms. _____ Date of Birth _____ (Tenant):

§ 1 Object of Rent, Residential Purpose

(1) The following object in the high-rise of the students' residential facility Gustav-Radbruch-Haus, Borgfelder Str. 16, D-20537 Hamburg:

□1 residential space in a furnished single room or in a two-person or group apartment.

The tenancy shall commence on _____ and terminates on _____

The monthly gross rent currently amounts to _____ €

The security deposit amounts to _____ €

(2) The rooms provided for communal usage shall be available to the tenants for use in accordance with their intended purpose.

(3) **The rented room is being let for a limited period of time (cf. § 5) and for the purpose of studying at an institute of higher education in Hamburg.** Students who are predominantly engaged in gainful employment shall not be entitled to reside here.

(4) The tenant shall be required, at the commencement of each semester or at the request of the landlord, to prove that he/she is a regular student at a Hamburg institute of higher education. If the tenant should not be matriculated or should he/she be exmatriculated, the tenancy shall end after cancellation on the part of the landlord serving a period of notice of six weeks to the end of a month. The tenant shall be obliged to inform the landlord unasked and without delay in writing if he/she should not be matriculated.

(5) The occupancy and tenancy commitments in accordance with Section XII of the funding approval on the part of the Hamburg Investment and Development Bank (IFB) dated 10/10/2014 are binding (Annex 2).

§ 2 Rent

(1) The rent has been calculated taking into account the principles of the common good. The rent covers the usage of the furnished living room and the communal rooms as well as additional services, at the very least heating, electricity, water, final cleaning of the room, bed linen and a contribution for the purpose of student self-administration (gross rent). The usage of refrigerating, heating and washing machines of one's own is not permitted.

The additional services include a television connection and access to the internet. The scope of usage is defined in the usage regulations.

The gross rent also includes a surcharge for the furniture.

(2) Should, in addition to those operating costs listed in Annex 3 of the contract of rent, further operating costs be incurred as a result of legislative measures and/or any modernisation measures implemented that have so far not been taken into consideration, these newly incurred operating costs are to be included in the flat-rate charge for operating costs and the landlord shall be entitled to adjust the flat-rate accordingly.

(3) The amount of the rent and the scope of the additional services shall be publicised by way of a permanent posting on the notice board. Changes in the amount of the rent or the scope of the additional services shall be publicised eight weeks before the beginning of that month in which the change comes into effect.

(4) **The rent for the first month must be paid by electronic transfer or in cash prior to the hand over of the premises. Subsequent rental payments must be made in advance, at the latest on the fifth working day of the month.** Tenant and landlord agree that the monthly rent shall be collected by way of the SEPA-direct debit procedure. The tenant shall grant the landlord a corresponding SEPA-direct debit mandate. The landlord shall be entitled to levy a flat-rate administration charge of EUR 2.55 for a reminder and to pass on bank charges

in the event of a payment being revoked. The statutory rate of interest may be charged for rental arrears and costs from the date of their maturity.

(5) A right of offsetting or retention with regards to rental demands and compensation claims held by the landlord is excluded in as much as the demand being proposed for offsetting should not be undisputed or legally established or if it is a matter of claims resulting from §§ 536, 536a BGB.

§ 3 Security Deposit

(1) The tenant shall be obliged to lodge a security deposit with the landlord. **The tenant must pay the security deposit to the landlord by electronic transfer or in cash prior to the hand over of the premises.**

(2) Interest shall not be charged upon the security deposit in accordance with § 551 Para. 3 Clause 5 BGB. The interest shall be credited as profits to the residential facilities and thus have a cost reducing effect upon the amount of the rent.

(3) During the tenancy the tenant shall not be entitled to offset the security deposit with any demands made by the landlord.

(4) The security deposit will be used to settle any claims held by the landlord against the tenant that are still open after the ending of the tenancy.

After the rented rooms have been handed back, the security deposit may in particular be offset against:

- a) Compensation claims held by the landlord due to missing or damaged items of the inventory or keys,
- b) Compensation claims held by the landlord due to damage to the rented rooms or furniture that go beyond the extent of normal wear and tear,
- c) Claims held by the landlord with regard to neglected cosmetic repairs.

(5) The security deposit or the parts of said deposit that have not been offset shall be paid by the landlord to the tenant by way of a money transfer to a bank account to be stipulated by the tenant at the latest three months following the vacation and handing over of the rented rooms. If the transfer is to be made to an account in a foreign country the landlord shall be obliged to deduct any transfer charges incurred thereby from the amount being paid out.

(6) The security deposit or the parts of said deposit that have not been offset shall be forfeited after a period of 6 months has expired following the handing over of the rented rooms should it not be possible to effect the repayment for reasons for which the landlord does not bear the responsibility.

§ 4 Cancellation of the Contract/Withdrawal from the Contract

Upon the cancellation of or withdrawal from the contract the landlord shall charge a cancellation fee amounting to EUR 50.00 up to a period of 30 days prior to commencement of the contract, to EUR 100.00 up to a period of 14 days prior to commencement of the contract and a fee equivalent to one full month's rent thereafter.

§ 5 Residential Period

(1) The tenant recognises that the landlord has a legitimate interest in restricting the residential period. It is intended that, by way of the rotation principle, as many students as possible should be provided with a publicly funded place of residence.

(2) **The residential period shall amount to four years**, unless a different period of time should have been agreed in writing. Periods of residence in buildings owned by the Studierendewerk Hamburg and halls of residence run by others in Hamburg will be added together.

(3) The residential period may be prolonged at the written request of the tenant, which must have been submitted at least two months before the expiry of the residential period (limitation period). An extension, according to the valid acceptance and extension guidelines for residential facilities of the Hamburg Students' Union in the version thereof valid at the given time, is above all possible when students are in the middle of their final examinations and will probably conclude their studies during the period of extension and/or should the student have displayed an above the average commitment to the students' self-administration of the residential facility and/or should other serious reasons such as an extended study period due to a child or children or a handicap justify continued residence.

§ 6 Termination of the Tenancy

(1) This is a fixed-term rental agreement for students participating in an exchange-program. According to § 542 II German civil code a termination of the rental agreement prior to the contracted date is not possible.

(2) A termination of the contract prior to the contracted date may be accepted by way of exception with 6 weeks to the end of a month notice, if

- a) the student's enrolment in a tertiary institution has been terminated, or
 - b) the tenant suffers from a verifiable medical condition which prohibits him/her to continue his/her study.
- The termination of enrolment notice from the tertiary education institution, or a medical certificate must be presented to the landlord.

(3) Termination of this rental agreement prior to the contracted date due to other reasons is generally not possible.

(4) In the event of serious violations of the contractual duties, in particular in cases of persistent disturbances of domestic peace, the landlord may terminate the tenancy with immediate effect.

(5) The tenancy shall be terminated with immediate effect should the tenant be in arrears with the payment of the rent or a not inconsiderable part of the rent on two consecutive deadlines or, for a period of time that extends

over more than two deadlines, should be in arrears with payment of the rent to an extent that is equivalent to two months' rent (§ 543 Clause 2, Item 3 BGB).

(6) If notice is served upon a tenant this shall also terminate the right of residence of other persons who had also been entitled to live in the rented rooms according to the contract.

(7) Each notice of termination shall require the written form.

(8) Should the tenant not vacate the rented rooms after the end of the rental period, this shall not mean that the tenancy shall be extended for an indefinite period of time. It is rather the case that the extension of the tenancy shall require an explicit agreement. A tacit extension of the tenancy in accordance with § 545 BGB is therefore excluded.

§ 7 Return of the Rented Rooms

(1) The rented rooms are to be returned by the tenant to the landlord upon the termination of the tenancy in a clean and ready-for-occupancy condition with a complete inventory and all keys. There shall be no claim to substitute residential space.

(2) The tenant is required to be present at the preliminary acceptance appointment that shall take place during the official opening hours of the building management and at the handing over. The return is to take place at the very latest by 10.00 hrs. on the day of the termination of the tenancy. The appointments are to be agreed upon with the building management.

(3) Should the tenant not comply with his/her obligations punctually within the period set at the preliminary acceptance appointment the landlord shall be entitled, at the tenant's costs, to have the rented rooms opened, cleared, cleaned and renovated and also, if necessary, to undertake the painting of the walls and ceilings that the tenant has neglected.

§ 8 Upkeep of the Rented Rooms, Alterations, Liability in Case of Damage

(1) The tenant shall be deemed to have acknowledged the orderly condition of the rented object as defined in § 1 Clause 1 if he/she has not served notice of the deficiencies in writing within 14 days after having moved in (handover certificate). The tenant shall be required to compensate the landlord for any inventory items and keys that have been lost or damaged during the rental period.

(2) The tenant shall be required to notify the building management of any damage within the room and/or the apartment without delay in writing. Should the tenant not provide such notification, he/she shall be liable for any consequential damage even if he/she is not to blame.

(3) The tenant shall furthermore be liable for damage to the building and communal facilities inasmuch as these have been caused by him/her or by his/her relatives or visitors. The notification obligation accordingly to Paragraph (2) applies analogously.

(4) The upkeep of the building including the communal rooms is the responsibility of the landlord. He may undertake repairs, constructional alterations or alterations to the inventory without the consent of the tenant if these measures should serve the purpose of preserving the rented object or averting dangers.

(5) The tenant may not undertake any alterations to the rooms and inventory. The permanent laying of carpets, in particular, is not allowed. The recreation of the original condition shall be effected at the tenant's costs.

(6) External antennae may not be affixed.

(7) The repair and painting of windows, doors, radiators and inventory items shall as a general rule only be undertaken by the landlord, even in the residential rooms. The decorative upkeep of the walls and ceiling of the residential rooms shall be the tenant's responsibility. The tenant shall be required to paint such areas properly at reasonable intervals, if appropriate before the ending of the tenancy. In apartments the kitchen and communally used rooms are to be painted by the residents together. Only pastoral colours may be used. The landlord shall provide if need be the materials and tools required for this task free of charge in the quality and quantity to be determined by it.

§ 9 Exemption from Liability

(1) The landlord shall not be liable for the loss of or damage to any items brought into the rented rooms by the tenant or any third parties.

(2) The landlord shall not be liable for any interruptions to the heating and the supply of hot water that are due to the general scarcity of fuel, official decrees or operational disturbance at the district heating plant. The tenant, in such cases, may not enforce either reduction in costs or claims for compensation.

§ 10 Access to the Rented Rooms

Representatives or agents of the landlord may access the room even in the absence of the tenant should there be important grounds for doing so. The cylinder lock fitted by the landlord may not be removed and replaced by a locking system of one's own. The passing on of the key to third parties for the opening of the door is not permitted.

§ 11 Surrendering of the Rented Rooms to Persons not entitled to reside therein

(1) Due to the high residential density and the particular intended purpose of a students' residential facility, the tenant explicitly acknowledges that he/she may not surrender the residential space to any other person – not even temporarily – and may not allow any other person to reside there with him/her. A violation of this stipulation

shall be regarded as a serious breach of contractual duties and shall entitle the landlord to cancel the tenancy with immediate effect in accordance with § 6 Paragraph 2 of this contract.

(2) The tenant may, for the duration of a period of absence conditioned by his/her studies, release the room to the landlord for rent to student guests. The full particulars hereof are regulated by the interim renting directive issued by the landlord.

§ 12 Household contents insurance

Proof of the conclusion of a household contents insurance policy is to be provided to the landlord.

§ 13 Information, Notifications

(1) Declarations and notifications on the part of the landlord pursuant to legal transactions that are intended for the tenant may be effected by way of being displayed upon the official notice board for a period of two weeks.

(2) Written declarations of intent on the part of the landlord addressed to the tenant shall be deemed to have been received upon being deposited in the latter's house letter box, inasmuch as the tenant should not have informed the building management of any other address in writing.

§ 14 House Rules, Usage Regulations for Data Connections

(1) The house rules valid at a given time shall be a component of this contract (Annex 1).

The landlord reserves the right to undertake alterations, inasmuch as these should be necessary to maintain order in the house.

(2) When using the data network the landlord's usage regulations are to be observed in the version valid at a given time,

(3) Gross violations of these rules shall be deemed grounds for termination in accordance with § 6 Paragraph 2.

§ 15 Statute

The statute for the self-administration of residential facilities and halls of residence of the Students' Union Hamburg is binding for the tenant in its version valid at a given time. It regulates the composition, duties and competences of the co-determination committees. The statute and any amendments thereto shall be publicised by being posted on the notice board in the building.

§ 16 Amendments

Amendments and supplements to this contract require the written form. Oral side agreements shall not be effective.

Date Tenant

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Date Studierendenwerk Hamburg AöR