

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

TENANCY AGREEMENT

Between Studierendenwerk Hamburg, Instit. under Public Law, Von-Melle-Park 2, 20146 Hamburg (Lessor)

And Ms./Mr. _____, date of birth: _____ (Tenant)

The following contractual Agreement is hereby concluded:

§ 1 Leased property; purpose of habitation

(1) The following are surrendered for lease within the Hammerbrook Students' Halls of Residence, Hammerbrookstraße 42 a/b, 20097 Hamburg:

- 1 Residential premises constituted by a furnished apartment intended for single occupancy
- 1 Residential premises constituted by a furnished single room within an apartment shared by 2 or 4 tenants.
- 2 Residential premises within a furnished apartment intended for two-party occupancy

In addition to the Tenant, _____ is/are to be accorded the status of permitted occupant(s).

The term of tenancy shall commence on _____.

The gross monthly rent presently amounts to **€ 355.00**

The security deposit amounts to **€ 400.00**

(2) Rooms allocated for communal utilisation shall be available for the Tenant's use in accordance with their designated purpose.

(3) The premises shall be leased for a fixed term for purposes of residential habitation (cf. § 5), the lease thereof being designated for study purposes specific to a tertiary university in Hamburg.

Students who shall not be designated permitted occupants shall be those who shall primarily pursue gainful employment.

(4) At the beginning of any given semester, or upon the Lessor's request, the Tenant shall be required to demonstrate that s/he is a regular student at a tertiary university in Hamburg. In the event that the Tenant shall not have been enrolled, or in the event that s/he shall have been de-registered, tenancy shall cease upon termination thereof by the Lessor, in due observance of a notice period of six weeks served at the end of a given month. The Tenant shall be obligated to inform the Lessor unbidden and immediately in the event that s/he shall not be enrolled.

(5) Conditions of occupancy and lease in accordance with Paragraph XII within the grant approval issued by Hamburgische Wohnungsbaukreditanstalt (WK) on 12.09.2011 shall be binding (Annexure 4).

§ 2 Rent

(1) Rent is calculated with due consideration being accorded to the principles of public utility. The rent shall be deemed to incorporate use of the furnished premises and common rooms, as well as ancillary services, constituted at the very least by heating, electricity, water and a contribution towards students' self-administration (gross rent). Proprietary cooling, heating and washing appliances may not be used.

Ancillary services shall include a television connection and Internet access. Scope of usage is defined in usage regulations.

Furthermore, the gross rent incorporates a surcharge for furnishings.

(2) The rent and the increase thereof shall be calculated in accordance with the subsidy regulations of Hamburgische Wohnungsbaukreditanstalt (WK) consistent with Paragraph XI of the grant approval dated

12.09.2011 (Annexure 4) in respect of the specifics of furnished student accommodation in terms of gross monthly rent. In addition to the net rent exclusive of utility bills, a fixed fee for operating costs and furnishings amounting to € 135.00 (in words: one hundred and thirty-five euro) shall also be a component of the gross rent. The operating costs shall, in accordance with §§ 556, 556a and 560 of the German Civil Code (BGB), be borne by the Tenant. The Lessor shall be entitled to apportion increases in operating costs to the Tenant as a fixed fee by means of written notification thereof. The appended schedule of operation costs, provided as an annexure, shall be deemed to constitute an integral component of this contractual Agreement (Annexure 3).

(3) In the event that, in addition to the operating cost specifications detailed in Annexure 3 to the Tenancy Agreement, further operating costs should be applicable consequent to measures required by law and/or modernisation initiatives carried out which shall, thus far, not have been incorporated, these emergent operating costs are to be incorporated in the fixed fee specific to the operating costs, the Lessor being entitled to effect a corresponding fixed fee adjustment.

(4) The rent amount, as well as the scope of ancillary services, shall remain displayed on the notice board. Changes in the rent amount or in ancillary services shall be notified no later than eight weeks prior to the beginning of the month in which the change is to come into effect.

(5) **The rent is to be remitted at the beginning of a given month, and no later than on the third working day of that month.** The Tenant and the Lessor covenant that the monthly rent shall be procured by SEPA-direct debit. The Tenant shall provide the Lessor with a corresponding SEPA-direct debit mandate. The Lessor shall be entitled to levy a fixed fee administration surcharge of € 2.55 (in words: two euro and fifty-five euro cents) specific to each reminder issued, and to apportion bank fees upon withdrawal of payment. Statutory interest may be charged specific to rent arrears and costs effective from the due date.

(6) Rights of offset or retention in respect of lease payment claims and claims for compensation consequent to damages asserted by the Lessor shall be excluded, insofar as the offset claim shall not be uncontested or legally determined or insofar as claims consistent with §§ 536, 536a of the BGB are concerned.

§ 3 Security deposit

(1) The Tenant must lodge a security deposit with the Lessor. This shall be collected by SEPA-direct debit along with the first month's rental payment.

(2) In accordance with § 551 Paragraph 3 Sentence 5 of the BGB, no interest shall be paid on the security deposit. The interest is credited to the residential accommodation as profit and, thus, effects cost reductions specific to the rent amount.

(3) The Tenant may not offset the security deposit against the Lessor's claims.

(4) The security deposit shall be used to settle any claims asserted by the Lessor against the Tenant which shall remain unsettled upon cessation of tenancy.

Upon returning the premises, the security deposit may, in particular, be settled by means of

a) claims for compensation consequent to damages asserted by the Lessor arising from missing or damaged inventory items or keys,

b) claims for compensation consequent to damages asserted by the Lessor arising from damage to the leased premises or its fittings in excess of routine wear and tear,

c) claims of the Lessor asserted on the basis of cosmetic repairs that shall have been foregone.

(5) The security deposit or portions thereof that shall not have been utilised shall be transferred by the Lessor, no later than three months following vacation and handover of the leased premises, to a bank account to be specified by the Tenant. Upon transfer to a bank account located abroad, the Lessor shall be entitled to deduct any applicable bank transfer fees from the amount paid.

(6) The security deposit or portions thereof that shall not have been utilised shall be forfeited upon expiry of six months following the return of the leased premises if payment cannot be refunded for reasons that are not attributable to the Lessor.

§ 4 Contractual rescission / withdrawal from the contractual Agreement

Upon contractual rescission or withdrawal from the contractual Agreement, the Lessor shall levy a rescission fee amounting to € 50.00 (in words: fifty euro) applicable to rescission/withdrawal up to 30 days prior to contractual commencement, a fee of € 100.00 (in words: one hundred euro) applicable to rescission/withdrawal up to 14 days prior to contractual commencement and, thereafter, a fee that shall be equivalent to a full month's rent.

§ 5 Term of residence

(1) The Tenant acknowledges that it is in the legitimate interest of the Lessor to limit the term of residence. State-funded premises should be made available to as many students as possible in compliance with the principle of rotation.

(2) **The term of residence shall span a period of four years**, provided no alternative term of tenancy shall have been covenanted in writing. Terms of residence in accommodation provided by Studierendenwerk and halls of residence provided by other responsible bodies in Hamburg are to be added.

(3) Extension of the term of residence may be requisitioned by the Tenant in a written application that is to be submitted no later than two months prior to expiry of the term of residence (preclusive period). An extension consistent with valid admission and extension guidelines specific to Studierendenwerk Hamburg Halls of Residence shall be permitted, in particular if students are to take their final examination and are anticipated to complete their course of study during the period of extension and/or if exceptional involvement in the students' self-administration unit specific to the residential accommodation shall be in evidence and/or if further significant reasons, such as extended study time in consequence of parallel responsibility for a child or children, or a prevailing impairment, shall justify continued residence in the accommodation.

§ 6 Cessation of tenancy

(1) Termination of tenancy shall be permissible with due adherence to a notice period of six weeks at the end of a given month.

(2) In the event of significant infringement of contractual obligations, particularly the Tenant's sustained disruptive behaviour on the premises, the Lessor may summarily terminate the tenancy without issuing notice thereof.

(3) Summary termination shall occur if the Tenant shall be in default of remittance of rent, or a not insignificant portion of the rent, for two consecutive payment cycles, or shall be in default of remittance of a sum that shall equate to or exceed two months' rent (§ 543 Paragraph 2 Clause 3 of the BGB).

(4) Termination specific to a single Tenant shall result in the cessation of permitted residence of further persons who shall have been accorded permitted resident status following the conclusion of the Tenancy Agreement.

(5) Any termination shall be required to be effected in writing.

(6) In the event that the Tenant shall fail to vacate the premises following expiry of the term of tenancy, the tenancy shall not be extended indefinitely. Perpetuation of tenancy shall, instead, be contingent upon an explicit agreement. Tacit extension of tenancy, consistent with § 545 of the BGB, is, thus, excluded.

§ 7 Return of the leased premises

(1) The leased premises are to be returned to the Lessor in a clean condition such that they are ready for occupancy, their handover being accompanied by a complete inventory and all keys. No claim shall subsist in respect of substitute accommodation.

(2) The Tenant shall be obligated to be present at the time of provisional acceptance and handover, which shall take place during the office hours of the property management unit. Handover shall be carried out no later than by 10.00 A.M. on the day of cessation of tenancy. Timelines are to be agreed with the property management unit.

(3) Should the Tenant fail to meet his/her obligations in a timely manner within the period stipulated specific to provisional acceptance, the Lessor shall be entitled to have the leased premises opened, cleared, cleaned and re-conditioned at the Tenant's expense, and – if necessary – to have the walls and ceilings, to which the Tenant may have failed to tend, re-painted.

§ 8 Residential car restriction obligation

(1) The Tenant acknowledges that Studierendenwerk Hamburg is explicitly committed to restricting cars in residential areas in order to safeguard the urban and ecological quality of residential accommodation and its environs. Therefore, the Halls of Residence may be occupied only by students who refrain from using a proprietary motor vehicle.

(2) The Tenant shall be obligated to refrain from using a motor vehicle (car, motor cycle, motorised scooter), and specifically to refrain from parking on the premises or in nearby areas. This obligation also encompasses the endeavour to ensure that the lives of fellow occupants accordingly remain relatively free of motor vehicles.

(3) An infringement of this obligation shall be deemed to constitute a serious violation of contractual obligations and shall, consistent with § 6 (2) of this contractual Agreement, accord the Lessor the right to summarily terminate tenancy after issuing prior warning.

(4) The use of taxis and hired cars for individual trips, participation in a car-sharing project (organised pooled utilisation of motor vehicles) or the use of electric cars and electric bicycles shall not be deemed to constitute a contractual infringement.

§ 9 Heating and ventilation

The Halls of Residence at Hammerbrook were conceptualised as a so-called "Efficiency House 40" ("low-energy consumption rating establishment"). The Tenant shall, therefore, be obligated to modify his/her behaviour accordingly and to be mindful of ensuring that the heating and ventilation of residential rooms and common rooms are particularly sound in terms of environmental compatibility and that the premises are kept pest-free. The appended information leaflet, the annexure titled "Heating and Ventilating the Right Way", shall be deemed to constitute an integral component of this contractual Agreement (Annexure 1).

§ 10 Maintenance of the leased premises; modifications; liability for damage

(1) The Tenant shall be deemed to have acknowledged that the leased property is in a proper condition consistent with § 1 (1) if s/he shall not have notified any defects in writing within a period of 14 days from the time of moving in (handover report). Compensation shall be provided by the Tenant to the Lessor for inventory items and keys that shall have been misplaced or damaged during the term of tenancy.

(2) The Tenant shall be required to notify the property management unit immediately in writing in the event of damage to a room and/or to the apartment. Should the Tenant fail to provide notification thereof, s/he shall be liable for consequential damages, even where s/he is not at fault.

(3) Furthermore, the Tenant shall be liable for damage to the establishment and to communal facilities insofar as these shall have been caused by him/her, his/her family members or visitors. The obligation in respect of notification consistent with Paragraph (2) shall apply accordingly.

(4) Maintenance of the building, inclusive of the communal areas, shall be the responsibility of the Lessor. That party may carry out repairs and structural modifications and effect changes to the inventory without obtaining the consent of the Tenant, where such interventions shall serve to conserve the leased property or to deflect hazards.

(5) The Tenant shall not be permitted to effect modifications to the premises and inventory. In particular, s/he shall not be permitted to lay affixed wall-to-wall carpeting. The Tenant shall be liable for the restoration of the original condition.

(6) External antennae may not be installed.

(7) The repair and painting of windows, doors, radiators and fixtures shall, as a rule, be carried out solely by the Lessor. Maintenance of the décor specific to walls and ceilings in the residential areas shall be the responsibility of the Tenant. The Tenant shall be required to have these areas professionally painted at appropriate intervals, if necessary prior to cessation of tenancy. In apartments, the occupants are to assume joint responsibility for painting the kitchen and the communal areas. Only neutral tones may be used. If necessary, the Lessor shall make the materials and tools required to carry this out available free of charge, the quality and quantity thereof being determined by that party.

§ 11 Exemption from liability

(1) The Lessor shall not be liable for losses of or damage to items introduced by the Tenant or by third parties.

(2) The Lessor shall not be liable for interruptions in heating or in the supply of hot water that shall be caused by general fuel shortages, regulatory directives or operational disruptions on the part of the district heating plant. In such cases, the Tenant shall not be entitled to claim reduction or compensation.

§ 12 Access to the leased premises

Representatives or commissaries of the Lessor shall have the right to access the room even in the absence of the Tenant where there is due cause. The electro-mechanical lock cylinder installed by the Lessor may not be removed and replaced by a locking system of the Tenant's own. Sharing the key with third parties for purposes of obtaining access shall not be permitted.

§ 13 Entrusting the leased premises to persons ineligible for residence

(1) In view of the high residential density and the specific function of the students' Halls of Residence, the Tenant explicitly acknowledges that s/he may not entrust the residential area to any other person – not even for a temporary period – and that s/he may not accommodate any further persons. An infringement of this stipulation shall be deemed to constitute a serious violation of contractual obligations and shall entitle the Lessor, consistent with § 6 (2) contained within this contractual Agreement, to summarily terminate tenancy.

(2) The Tenant may cede the room to the Lessor for further lease to student occupants for the duration of any study-related absence. Further details shall be stipulated in the interim leasing regulations issued by the Lessor.

§ 14 Information, communication

- (1) Contractual notices and communications intended for the Tenant and issued by the Lessor may be rendered effective by publicly displaying them on the official notice board for a period of two weeks.
- (2) Written declarations of intent issued by the Lessor to the Tenant shall be deemed to have been received upon posting thereof in his/her letterbox, insofar as the Tenant shall not have provided alternative address details in writing to the property management unit.

§ 15 House Rules; regulations for use specific to data connections

- (1) The valid version of the House Rules shall be deemed to constitute an integral component of this contractual Agreement (Annexure 2).
The Lessor shall reserve the right to effect modifications, provided these shall be necessary for maintaining order within the establishment.
- (2) While using the data network, the valid version of the regulations for use stipulated by the Lessor is to be observed.
- (3) Gross infringements of these regulations shall constitute grounds for termination consistent with § 6 (2).

§ 16 Statute

The valid version of the statute governing self-administration within halls of residence and residential housing managed by Studierendenwerk Hamburg shall be binding on the Tenant. It governs the composition, ambit and areas of responsibility of the co-determination bodies. The statute and modifications thereto shall be displayed within the establishment.

§ 17 Modifications

Modifications and amendments to this contractual Agreement shall be required to be drawn up in writing. Verbal ancillary agreements shall be deemed invalid.

Date

Tenant

Date

Studierendenwerk Hamburg, Institution under Public Law