

English Translation of Rental Agreement -subject to change



Rental Agreement

This contract was made between Studierendenwerk Hamburg, Public Law Corporation, Von-Melle-Park 2, 20146 Hamburg (Landlord)

and Mrs/Ms/Mr _____ born on _____ (Tenant):

1. Premises/ Residential Purposes

(1) This agreement pertains to furnished living quarters in the following student residence: _____

This rental period begins on the _____ and terminates on the _____

Monthly rental payment is € _____

The security deposit amount is € _____

(2) The Tenant is entitled to the shared use of common rooms in accordance with their agreed purpose.

(3) The premises is for residential purposes, and only for the duration of study at a Hamburg tertiary education institution.

(4) Tenants must provide the evidence of their enrollment in a Hamburg tertiary education institution at the start of every semester and upon request of the Landlord. Should the Tenant not be enrolled the rental agreement is terminated without notice, at the end of the month following the required six week termination period.

2. Rent

(1) The rental payments include living costs calculated (on average rental costs) in accordance with the principles of common usage for all Studierendenwerks residences. Rent includes the use of the tenant's living quarters, common rooms, and heating, electricity, water, final cleaning of the room, bed linen and student administration costs. Tenants are not permitted to use their own refrigeration, heating or washing appliances. Television and internet connection are included, and must be used in accordance with the regulations.

(2) The rent and services are calculated by the Landlord and permanently displayed on the notice board. Changes to the rental amount or services provided will be made public a minimum of 8 weeks before the beginning of the month they take effect.

(3) 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. Tenants and Landlord agree that monthly rental payments will be made by SEPA-direct debit, and the tenant will provide the landlord with the necessary authorization. This authorization can only be withdrawn with the agreement of the landlord in justifiable circumstances (short-term rental agreements). The Landlord is entitled to claim administration costs for the issue of warnings in the amount of € 2,55 and to claim any bank charges incurred by withdrawal of a payment. Rental arrears will be charged interest from the commencement date of the statutory interest period.

3. Security deposit

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

(2) In accordance with. § 551 para. 3 line 5 of the Civil Code, interest accrued on the security deposit will not be paid to the tenant. Interest accrued will be credited to the residence and assist in maintaining minimal rent charges.

(3) The tenant may not deduct additional payments required by the landlord from the security deposit for the period of the tenancy agreement.

(4) The security deposit will be used to pay any unpaid costs or charges owed by the tenant to the landlord at the end of the tenancy period. Once the tenancy agreement has ended, the security deposit may be used to pay a) Costs for damages or defects to the premises, missing or damaged inventory items or keys b) Costs for damage to the premises or inventory items over and above normal wear and tear c) Other costs incurred by the landlord

(5) The security deposit or the remaining funds of the security deposit will be transferred to a bank account specified by the tenant within 3 months after moving out and handover of the premises. Costs for transfer into an international bank account will be paid from the security deposit.

(6) If repayment of the security deposit or the remaining funds of the security deposit is not possible for reasons outside of the landlords control, the amount will be forfeited after 6 months

4. Termination of the Rental Agreement

(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) Serious breach of contractual obligations by the tenant, particularly long term disturbance of peaceful enjoyment of the premises by others may result in immediate termination of this agreement.

(5) Immediate termination will occur when rental payments are not made for two consecutive months, or when a considerable portion of the rent is unpaid for a period extending over two payment dates, and the unpaid amount equals the sum of two monthly payments (s 543 para 2(3) German Civil Code).

(6) All contract terminations must be in writing.

(7) Where the Tenant does not move out at the end of the rental agreement, the rental agreement will not be extended for an indeterminate period of time. Continuation of the rental agreement requires a specific agreement. An implied extension of the rental agreement according to s545 of the German Civil Code is not permitted.

5. Cancellation of the rental agreement / rescission of the rental agreement

In case of cancellation respectively rescission of the rental agreement up to 30 days before commencement of the contract a cancellation fee of EUR 50,-, up to 14 days before commencement of the contract a cancellation fee of EUR 100,- and afterward a cancellation fee of a fully monthly rent must be paid.

6. Vacating the Premises

The premises must be left clean and ready for occupation. All items in the room upon the commencement of the contract must be left, and all keys handed in.

Hand over of the premises must take place within business hours of the Property Manager. The Tenant must arrange this time in advance, and be present for the hand over, at 10.00am on the last day of the rental agreement at the latest. Tenants who are intentionally absent will be held liable for any recorded defects or deficiencies in the premises.

Where the Tenant fails to observe the conditions in para (1) and (2) the Landlord reserves the right to open, clear out and clean the premises at the Tenant's cost. Any personal effects left on walls or tables will be disposed of.

7. Maintenance of the premises, liability for damages

(1) Any faults or defects in the premises must be advised in writing (Handover Form -Übergabeprotokoll) within 14 days of moving in. Failure to provide written notice within this time constitutes acceptance of the condition of the premises as being consistent with s.1 Rental Code. Items in the premises and keys damaged or lost during the duration of residence must be replaced at the cost of the Tenant.

(2) Damage to the living quarters or apartment of the Tenant must be reported to the Property Manager immediately in writing. Failure to report damage will result in the Tenant being financially liable, even where not at fault.

(3) The Tenant is financially liable for any damage caused by the Tenant, or by the Tenant's dependents or guests. Notice must be provided in writing of any damage that occurs (see (2)).

(4) The Tenant is required to maintain their living quarters in an orderly state and to regularly clean and air the common rooms, and keep them free from vermin and pests.

(5) The contents of the building and the common rooms remain the property of the Landlord. The Landlord retains the right to conduct repairs, renovations and remove/change contents without the Tenant's consent, provided these measures are necessary for the safe occupation or maintenance of the building.

(6) The Tenant is not permitted to make any alterations to the premises or its contents. In particular, the laying of carpet is expressly forbidden. The Tenant is liable for any costs incurred in restoring the premises to its former condition.

(7) Installation of external aerials is not permitted.

(8) Repair and painting of windows, doors, heating appliances and contents will only be carried out by the Landlord. The Tenant is responsible for maintaining the walls and ceiling of their living quarters, including painting at appropriately regular intervals and prior to moving out. Kitchens and common rooms in apartments should be painted by the residents together, using only light/ pastel colours. The Landlord will provide the necessary material and tools of appropriate quality and quantity where necessary free of charge.

8. Liability Disclaimer

(1) The Landlord is not liable for the loss or damage of items belonging to the Tenant or another third party.

(2) The Landlord is not liable for lapses in heating or hot water provision due to general energy shortages, governmental regulation or failures of external providers. The Tenant is not eligible for either a reduction in rent or damage payments.

9. Right of Entry

Where justified, representatives and contractors employed by the Landlord are entitled to enter the living quarters in the Tenant's absence. Tenants may not change the locks on their doors.

10. Abandonment/ Transfer to third parties

The Tenant recognizes that due to the high number of tenants and the specific nature of their residence means Tenants may not sublet or make their living quarters available to another person, even for a short time. Contravention of this condition constitutes a severe breach of the agreement and permits the Landlord to immediate termination of the agreement in accordance with s3(2) of this contract.

11. Information, Announcements

(1) All legal information and announcements from the Landlord are made public via the public notice board. These must be displayed for a minimum of 2 weeks.

(2) Written declarations of intent from the Landlord will be delivered to the Tenant's letter box in the residence. The Tenant is presumed to have received all such documentation when no other address has been given in writing.

12. House Regulations, Rules of Use for Data Connections

(1) The House Regulations form part of this contract (attachment, noticeboard). The Landlord reserves the right to change these regulations where necessary for the good management of the premises.

(2) Tenants using the data network must do so in strict accordance with the current version of the Studierendenwerks Hamburg Use Regulations.

(3) Serious breaches of these regulations provide grounds for termination of the rental agreement (see s3(4)).

13. Statutory Conditions

The Tenant is bound by the requirements of the current version of the Rules for Living in Studierendenwerks Hamburg Residences. This also governs the creation, composition and tasks of Resident's Committees. The Rules and subsequent amendments are displayed on the notice board or can be downloaded under [www.studierendenwerk-hamburg.de/downloads/student housing](http://www.studierendenwerk-hamburg.de/downloads/student%20housing).

14. Amendments

Amendments and additions to this contract must be made in writing. Oral agreements will not be recognized as valid.

Date

Tenant

Date

Studierendenwerk Hamburg