

COMMENT TO TENANCY AGREEMENT

§ 1

1. The Lessor shall lease to the Tenant the in the as of 12:00 p.m. for a limited time until , 12:00 p.m. A tacit extension of the lease under Sect. 545 German Civil Code (BGB) shall be excluded.
2. The premises are leased for housing purposes to be temporarily used for the special purpose of studies. The Tenant shall be entitled to use the common areas in accordance with their intended use. Other persons are not entitled to live in the living quarters. The Tenant acknowledges a justified interest in the agreed limitation of the term of tenancy, since leasing rooms in a student residence amounts to an indirect government subsidy and, due to the limited number of rooms in student residences, the intention is to make state-subsidized accommodation in a residence available to as many students as possible under the rotation principle.
3. The monthly rent currently amounts to **EUR** . The respective amount is debited on the due date from an account designated by the Tenant. To this end, the Tenant shall grant the Lessor the authority to directly debit his account prior to the start of the agreement, such authority being irrevocable during the term of the agreement.
The security deposit prior to moving in shall amount to **EUR** .
4. The general terms and conditions of tenancy as well as the conditions of use for the residences in their amended form are the basis and an integral part of this tenancy agreement. The Tenant shall observe the attached house rules for the residence, if any, as well as the user regulations of the German Research Network (DFN), should he use the university network.
5. The Tenant shall tolerate any construction work and improvement measures within the meaning of Sect. 554 BGB. In cases of undue hardship, Student Services Tübingen-Hohenheim may provide compensation through an extension of the lease. Any further claims shall be excluded.
If necessary, the Tenant shall be obligated to clear the above mentioned room on short notice to allow repairs and renovations to be carried out. The Tenant shall be provided with another room for the duration of the work.
6. Written declarations of intent on the part of the Lessor shall be deemed received as soon as they are dropped in the Tenant's letterbox.
7. *Special regulations, if any*

§ 2 Eligibility to Lease a Room

1. Eligible to lease rooms are regular students of universities served by Student Services Tübingen-Hohenheim. The studies are deemed to be completed in particular after the Tenant has taken the first final exam required in the Tenant's field of study.
2. The Tenant is obligated to present an matriculation, enrolment or school certificate to Student Services, Housing Department, prior to the beginning of the lease, and then for each semester by the first day of that semester (*not*: start of lectures!), which shall include the residence hall and room number. The Lessor shall verify receipt of this certificate. Should Student Services Housing Department not have received the certificate by the above mentioned date, Student Services shall be entitled to terminate the lease without notice in accordance with Sect. 543 BGB, if the Tenant has been duly warned in writing and failed to submit the certificate despite a grace period of at least one week. In this case the Tenant shall be liable for any loss of rent incurred.
3. Please take note of § 20.3.
4. The Tenant is obligated to immediately notify Student Services and terminate the lease according to § 17.2 if he is no longer eligible to lease a room.
5. Aside from the Tenant, no other persons are entitled to live in the rooms and common rooms.

§ 3 Rent, Calculation of Rent, Change of Rent, Fees

1. Student Services calculates the rental fees for the rooms so that the rental fees can cover the overhead for the rental units overall. The rent is therefore a non-profit rent meant to cover costs and, unless agreed otherwise, is determined on the basis of the Second Rental Assessment Ordinance (2. BV), whereas the administrative costs for a room are calculated like those for a flat. Student Services may allocate the costs and revenues in proportion to the individual floor spaces, the number of persons or the number of rental units; it may change the allocation key and/or allocation system for good cause; the Tenant has no claim for any change or retention thereof. The floor space serving as basis for calculations may be greater than the actual floor space. Rental units of similar size and/or furnishings may be comprised into calculation groups; the calculation may put a weighting on differences in quality, for example in furnishings, layout or location. The calculation of rental fees is also based on the target occupancy of the rental unit and/or number of vacancies.
2. The rental fee is made up of capital costs, leasehold, rental costs of Student Services, depreciation of real estate and inventory, maintenance reserve, furniture surcharge, allocation of administrative costs, risk of loss of rent, all operating costs according to the Ordinance on Operating Costs including taxes, maintenance, allocations for operational staff/janitor, external cleaning services, laundry, cleaning materials, insurance, operation and maintenance of fire extinguishers, (tele)communication facilities of all kinds including GEZ and GEMA fees for appliances operated by Student Services, ventilation systems, vehicles, lawnmowers and the like, electricity, water, waste water, garbage disposal, gas, heating, hot water and associated costs. Included are also the costs for consumables in common rooms or for commonly used objects, as are the costs for common rooms and/or common facilities.
3. The Lessor may charge a contribution of € 0.50 per occupant for student self-administration.
4. Should new costs, expenses or rental constituents arise or become necessary, Student Services shall be entitled to include these in the next rental calculation.
5. Should a rent increase be necessary and/or permissible under law due to changing operating expenses or changes to the Second Rental Assessment Ordinance, or should rental revenues not yet cover the costs, then the Tenant is obligated to pay the increased rent as of the first day of the next month, if Student Services has informed him of the type and amount of the increase by no later than the 15th of the previous month. This also applies, if the tenancy agreement has already been concluded, but the actual tenancy has not yet started.
6. If necessary, Student Services shall be entitled to reassess the rental constituents and to consolidate the cost calculation for some or all rental units administered by Student Services, even if they are in different buildings.
7. The Tenant shall only have a right to set off, retain and reduce the rent if such claim is uncontested or has been upheld by a court of law. This shall not apply for claims under Sect. 536 a BGB.
8. The rent is due on the third working day of the current month and is debited in advance every month from the account of the Tenant.

9. Any changes to the bank details can only be taken into consideration for the current month until the first working day of a month.

10. Should the Tenant cause additional costs such as fees, bank charges, dunning charges, damages and other expenses, Student Services may debit these from the Tenant's account after notification. Payments are settled in the following order: damages, fees/charges, interest, deposit, rent.

11. If the amount cannot be debited through the fault of the Tenant, the Tenant shall bear the resulting costs. Should the Tenant revoke his direct debit authorization or pay in cash, Student Services may charge a flat fee of € 10 per month due to significantly higher administrative costs without having to provide detailed proof thereof.

12. Student Services may charge a fee and/or administrative charge for special services such as changes to the contract, termination of the contract without due notice and repeated reminders. A table of such charges is posted in the administrative office of the residence.

§ 4 Security Deposit

1. Prior to the room being handed over, the Tenant shall transfer the security deposit in the amount set out in the tenancy agreement to the residence administration account of Student Services Tübingen-Hohenheim indicated in the rental contract offer and/or tenancy agreement or pay said amount in cash at the respective residence's administration office.

2. The Tenant shall present a deposit slip for the security deposit upon moving in.

3. The Tenant receives no interest on the security deposit (Sect. 551 (3) BGB); he may not set off the security deposit against any claims of Student Services during the term of the lease.

4. After the Tenant has moved out, Student Services may set off the security deposit against any damage to the rental unit or furniture caused by the Tenant that exceeds normal wear and tear, and against any missing inventory or keys, necessary replacement cylinders or against other claims of Student Services arising from the tenancy agreement.

5. After the Tenant has moved out and handed over the rental unit including all keys, Student Services shall transfer the security deposit and/or remaining balance of the security deposit to the account designated by the Tenant and/or to the Tenant's last known account. The Tenant shall bear any possible bank charges (e.g. for international bank transfers). The amount shall be transferred after settlement of the rental account, generally 2 to 3 months after the end of the lease.

§ 5 Term of Lease, Use

1. The lease begins on the date stated in § 1.1 and is generally limited to 6 semesters.

2. The Tenant may also use the common rooms in accordance with their intended use; Student Services reserves the right to impose limitations that do not significantly affect the Tenant. Student Services may from time to time impose temporary limitations on the use of common rooms. The Tenant is prohibited from using the rental unit, the common rooms and constituent parts thereof, including Internet connections, for commercial or similar purposes or to advertise on the property of Student Services.

3. In accordance with § 17 of this tenancy agreement, the lease cannot be terminated before the end of the rental term.

4. An extension of the lease is possible in substantiated hardship cases. An application to that effect must be submitted to Student Services no later than 10 weeks prior to expiry of the lease. The application must include the reasons for the desired extension (evidence is required) and the duration thereof.

5. A new tenancy agreement is concluded to extend the lease.

6. Should the Tenant not move in on the first day of the lease, or should he move out before the last day of the lease, or should he not take over all inventory items or fail to use all facilities the residence has to offer (e.g. Internet), he shall have no claim for a partial reimbursement of the rent.

§ 6 Liability

1. Student Services shall be liable for personal injury of the Tenant and his visitors as well as for loss or damage of property brought in or stored by these only in case of gross negligence or wilful intent on the part of Student Services and their vicarious agents. Any further claims shall be excluded. Student Services does not insure the property of the Tenant.
2. Student Services shall not be liable for any damage to vehicles of any kind or for the theft of these from rented parking spaces.
3. Student Services shall not be liable for the operation of telecommunication lines and/or for their breakdown. Their permanent availability cannot be guaranteed. The Tenant shall not be entitled to the supply of certain communication services (e.g. telephone, TV, radio, data lines/Internet).
4. Student Services shall not be liable for the activities of the student self-administration and its employees.

§ 7 Moving In/Out

1. Any move is only possible on working days (generally Monday to Friday) during office hours and must be coordinated with the respective janitor and/or designated person at least 14 days in advance. On the day of the move, the Tenant shall bring along and present the deposit slip for the security deposit and/or moving charge as well as his passport or other identification. Should the start of the lease fall on a Saturday, Sunday, statutory holiday or another work holiday, the Tenant cannot move in until the next working day.
2. Upon moving in, the condition of the rental unit is recorded in a log which must be signed by the Tenant and Student Services and/or its agent. It shall be incumbent upon the Tenant to prove that any changes to or deterioration of the rental unit after the signing of the log are only due to the contractual use thereof. Should the leased room be furnished or partially furnished, the Tenant shall only be entitled to basic furnishings. Any small items of furniture, bed linen, bedding, curtains, curtain rods, desk lamps and the like left by Student Services at the start of the lease are voluntary additional services on the part of Student Services, which can be revoked at any time. A revocation of these services shall not give rise to any claim for a reduction of rent.
3. The Tenant shall register his residence, including the address of the residence, at the respective registration office of the municipality in which the residence is located; this shall also apply in case of a move to another residence.
4. Any move into the rental unit or change thereof without authorization is a serious violation of the tenancy agreement and may lead to termination for good cause on the part of Student Services.
5. Any move within a residence or between residences is only approved by Student Services in exceptional, justified cases. There is no entitlement.
6. Any move requires the conclusion of a new tenancy agreement, taking the tenancy to date into account. The previous tenancy agreement automatically expires on the day on which the new agreement commences. The move within the residence is treated like a move out of the residence (see § 18) and into the residence (see § 7, 1 – 4). A security deposit for the new rental unit will therefore have to be paid; the security deposit for the previous rental unit is handled like all cases where a Tenant moves out and is paid out after settlement of the rental account (see § 4) and/or reassigned on request. Student Services charges a flat fee in accordance with § 3.12 due to significantly higher administrative costs involved in such a move, without having to provide detailed proof thereof.

§ 8 Duties of the Tenant

1. The Tenant is always obligated
 - a) to treat all personally used rooms and all common rooms and traffic areas in and around the residence (common kitchen, washrooms, showers, toilets, balconies, stairwells, bike cellars, laundry rooms, courtyard and garden areas, parking spaces, access roads etc.) with care and in accordance with their intended use and to keep them clean.
 - b) to treat the rental unit as well as the inventory provided by Student Services with care, to avert any damage to these to the extent he is able to do so and to contribute to a high quality of living through his conduct.
 - c) to sufficiently air out and heat the rental unit, to protect it against frost and keep it clean.
 - d) to regularly and sufficiently clean inside the flat/group home according to a cleaning schedule the residents of the flat/group home may determine themselves. Student Services is entitled to issue a binding cleaning schedule for all residents and to verify by means of inspections – even without prior notice - that the Tenant is meeting

his cleaning obligations in a satisfactory manner. Should the cleaning not be done or done in an unsatisfactory manner, Student Services shall be entitled, after setting a deadline, to hire an external cleaning service at the expense of the Tenant(s) of the flat/residential group.

- e) to keep his rental unit and all rooms used by him free of pests. The Tenant shall immediately notify Student Services of the occurrence of any pests; should the Tenant be (partially) responsible for this, he shall have to bear the costs for pest control. The Tenant can only successfully claim that the rental unit was already infested with pests before the start of his lease if he reports the fact immediately after moving in.
- f) to label anything he stores or deposits in common rooms and/or storage rooms/closets with his name and room number; unlabelled objects may be removed without warning.
- g) to keep the front door as well as the door to the flat/group home shut and to keep all doors and windows shut in his absence.
- h) to support the employees and agents of Student Services in the performance of their duties.
- i) to avoid any disturbance of fellow residents or neighbours, in particular between 10 p.m. and 7 a.m., and to respect the midday rest hours between 1 p.m. and 3 p.m.
- j) to immediately report any damages or disturbances to Student Services in writing. Should the Tenant fail to report such damages or disturbances or fail to report them in time, he shall be liable for consequential damages even if he is not responsible for the original damage.
- k) to use electricity, gas, water and heating sparingly.

2. The Tenant shall be liable for damages to objects administered by Student Services (building and inventory) that are due to his violation of contractual obligations. Similarly, the Tenant shall also be liable for damages and contractual violations caused by his relatives, guests etc. or by objects brought in by these or by the Tenant. It is incumbent upon the Tenant to prove that he is not responsible.

Note: It is highly recommended that the Tenant take out private liability insurance, unless he is already insured (e.g. through his parents [please keep age limit in mind!] or spouse). It makes sense to also cover the risk "Damage to Rented Property".

3. Should the rental unit and/or the inventory be damaged, the Tenant may only assert a right of set-off and/or retention in this connection if his counterclaim is uncontested or has been upheld by a court of law. The Tenant is obligated to declare in writing his intent to set off at least one month prior to the rent becoming due.

4. Student Services shall have the right to carry out repairs and structural changes necessary to preserve the house or the rental unit or to avert impending danger or eliminate damage without the consent of the Tenant. To the extent the Tenant shall have to tolerate the work, he may neither reduce the rent or exercise a right of retention, nor demand compensation.

5. The Tenants of a flat/group home are jointly obligated to sort waste of any kind and to regularly remove it from the rental unit and common rooms and dispose of it properly (that is *not* flushing it down the drains or toilet!) while saving space. The statutory regulations must be observed. Food such as fruit, rice, semolina, flour, cereal, nuts, raisins, almonds etc. must be stored in closed containers and checked regularly. Prior to longer absences (e.g. semester holidays) it must be stored in such a manner that it can neither spoil nor attract pests, otherwise it must be removed. Used dishes must be washed immediately after use and put away; the latter also applies for food. Each October and/or April, the Tenant shall have to exchange and/or clean the filter of an existing extractor hood, if necessary together with the other tenants of the group home.

6. The Tenant is not allowed to change or remove notices put up by Student Services, to install or operate private appliances such as washers, dryers, dishwashers, refrigerators, stoves, ovens and similar large appliances in the rental unit or common rooms, to burn coal, to glue down carpet tiles, carpet or other floor coverings, to change doors, to glue or spray anything on windows, doors and door frames or drive nails into these, to attach thumb-tacks, banners, flags, posters etc. to interior doors or front doors of the flats, to coat surfaces, windows and balconies and to the house wall, to put or install flower pots, window boxes or other items on window sills outside the house, to attach stickers or install sports equipment or to barbecue on balconies, where available. Barbecuing is only permitted at the designated places. Laundry may only be hung up to dry in designated and/or suitable places (not over windows, balustrades, guardrails); escape routes must always be kept clear of obstacles.

7. The Tenant is himself responsible for registering his radio and/or television sets irrespective of the location of the residence; neither does Student Services take over any GEZ or GEMA fees for the tenant's devices or those of the student self-administration during parties, in common rooms etc. It is prohibited to put up and install satellite dishes or exterior antennas. Should unlabelled radio or TV sets be found outside the rental unit, they may be removed on request.

8. The Tenant may only use Internet connections for study and private purposes (so-called "academic network"; also see § 5.2). Services offered and/or provided to persons or rooms by Student Services (e.g. Internet), may not be transferred to third parties. Attempted manipulation, the use of fake/unassigned addresses, libel or "hacking" are illegal and severely compromise the use of the entire network; these actions constitute such serious violations of the tenancy agreement that the agreement may be terminated for good cause without prior notice. Should the Tenant be connected via a third party, e.g. a computer centre, he shall accept their applicable terms of use and/or license agreements.

9. After request for removal, Student Services shall be entitled to remove any furniture brought in by the Tenant at the Tenant's expense if it is dirty or unusable or suspected of being infested with pests. This also applies for furniture in common rooms. Anything obstructing cleaning work as well as objects and materials that are unhygienic or may not be stored for fire safety reasons or obstruct escape routes (e.g. shoes, floor mats), will be removed at the Tenant's expense and risk – even without prior notification of the Tenant; this applies in particular for kitchens, hallways and stairwells.

10. Furniture and accessories belonging to the rental unit may not be changed, taken apart or removed from the premises. This also applies for furniture in the common rooms.

11. The tenants always bear the costs for damaged glass within the rental unit (windows, doors, lamps, mirrors, mirror cabinets etc.).

12. Out of consideration for the other residents and for hygienic reasons it is not allowed to keep pets.

13. Setting foot on flat roofs is strictly prohibited – danger to life! Risk of roof damage!

14. The Tenant shall have to tolerate access to the leased rooms – in addition to the times mentioned under § 18.1 – on weekdays between 7.00 a.m. and 6.00 p.m. if he has been notified at least 24 hours in advance, during these times without prior notification if damage has been reported, and at any time without prior notification in case of impending danger due to severe damage. Should the Tenant refuse or obstruct access or prevent it in other ways, he shall be liable for any resulting damage and/or costs. Student Services is not obligated to give notice of access to common rooms, parking spaces or bike cellars.

15. The Tenant shall ensure that all his contractual duties are fulfilled even during his incapacity (absence, illness, internship, examinations etc.), e.g. by designating a substitute.

§ 9 Keys

1. Upon moving in, the Tenant receives the necessary key(s), that are generally part of a master lock system, for the term of the lease. The Tenant shall immediately report any loss of keys to the janitor; he shall be liable for any resulting damage. It is prohibited to give any keys received from Student Services to other persons. It is prohibited to cut duplicate keys; even the attempt to do so constitutes a serious violation of the tenancy agreement, which may lead to termination for good cause.

2. If a key is lost, Student services shall be entitled to replace the lost key and all associated locks with new ones at the expense of the Tenant.

3. The Tenant shall not be entitled to replace any locks installed by Student Services with other locks.

4. Should Student Services unlock the front door of the flat or the door of a room at the Tenant's request, the Tenant shall pay an amount set out in the table of Student Services mentioned under § 3.12. This is only possible during the respective janitor's regular working hours.

§ 10 Subletting to other Persons

1. It is generally prohibited (even in part) to sublet or cede the use of the rental unit or parts thereof or of its keys to other persons.

2. In exceptional and justified cases and upon written application, the Tenant may sublet the rental unit to a person made known to the residence administration during his temporary absence from the university location between terms (holidays) upon written approval of Student Services, however, not during the first two months of the lease. In this case the duties arising from the tenancy agreement remain with the Tenant. During this time the tenancy agreement with the Tenant shall remain in effect. The sub-tenant shall declare his acceptance of all terms

of the tenancy agreement and of the house and garage rules in a written declaration. The Tenant and sub-tenant shall be jointly and severally liable. The compensation for use may not exceed the rent paid by the Tenant without the approval of Student Services. Student Services may demand a rental surcharge of up to 25 % and a fee for the sub-tenancy.

3. The Tenant expressly declares that upon conclusion of the agreement and for the time thereafter he has no intention or reasons to accommodate other persons in the rental unit or to establish a co-op with other persons there; in case of flats, this shall not apply for spouses and one's own children.

§ 11 Maintenance, Decorative Repairs and Structural Changes

1. The Tenant is obligated to always keep the rental unit in a habitable condition. If the rental unit is not in a condition that is generally considered habitable after the Tenant has moved out due to above-average wear and tear, neglect, strong unpleasant odours, damages or other measures (e.g. walls painted in non-standard colours) or if it has not been properly restored, Student Services may have the necessary decorative repairs carried out at the expense of the Tenant. Upon moving out, the furniture must be handed over in its original condition.

2. The Tenant has no entitlement to take over the rental unit in a renovated condition at the start of the lease, but he shall be entitled to paint the walls and ceilings himself with paint and tools provided by Student Services. Any costs for materials purchased and used by the Tenant himself are not reimbursed.

3. The Tenant is prohibited from making structural changes to and inside the residence including outside and parking facilities (see § 12).

§ 12 Technical Facilities

1. Changes to any installations are not allowed; the same applies for installing electrical or communication lines and for opening up drains within and outside the rental unit or residence. This also includes installing objects on heating or water pipes or electrical lines and/or equipment.

2. Insofar as the rental unit is heated by central heating, Student Services will operate the heating system during the heating season (1.10. – 30.4.), if necessary.

3. Any lifts, insofar as available, may only be used for their intended purpose. Any claim for constant availability shall be excluded.

4. Unless Student Services is responsible for the failure or disruption of technical systems, it shall not be liable for the constant operation of the water and power supply, nor of the lifts. The Tenant shall immediately notify Student Services of any disruptions or deviations.

§ 13 Domestic Authority

1. The Managing Director of Student Services exercises the domestic authority. He assigns this authority to his department managers, janitors/technical staff and building department employees in the residences. This also applies for their respective substitutes.

2. In case of parties etc. in the residences, the elected residence spokesman and his deputy also have domestic authority during the time in which none of the persons mentioned under § 13.1 are on regular duty or available.

§ 14 Events, Parties

1. Any events, parties etc. are only permitted in coordination with the neighbours, the residence administration, the janitor and the student self-administration. Any invitations to these outside the residence (also via the Internet or the like) are only permitted upon written approval of Student Services.

2. To have a party, § 5.2 and the quiet hours under § 8.1 must be observed.

§ 15 Vehicles

1. The Tenant is obligated to park his vehicle only in the designated parking spaces. Should he fail to do so, Student Services shall be entitled to have the vehicle towed at the expense and risk of the Tenant and/or registered owner. Should tenants who rent a parking space repeatedly violate the above provision, the rental contract may be

terminated without notice. Bicycles and motor vehicles (including motorcycles, mopeds, autocycles, mopeds and the like) may not be parked inside the residence.

2. The Tenant shall not be allowed to carry out any repairs on vehicles inside the rental unit, on the premises or immediate vicinity thereof, which may result in disturbing the neighbours or in increased power consumption. In particular, any work that may lead to environmental pollution is prohibited (oil change).

3. Any paths, streets, access roads and walkways may only be used in accordance with their intended purpose. Any driving on green areas is prohibited.

4. If available, all bicycles shall be parked in the designated bike cellars, sheds, stands or shelters. Bicycles or parts thereof may not be chained to railings, fences, posts, columns, walls, doors, trees and other parts of the residence, including outside facilities, that are not intended for this purpose. Only bicycles may be parked in the bike sheds/cellars.

5. It is prohibited to park unregistered or unusable vehicles or vehicle parts of any kind in the residence itself, on the premises, in the rented parking spaces or in bicycle parking spaces of residences administered by Student Services. Vehicles parked in violation thereof are towed – even without warning – at the expense and risk of the Tenant and/or registered owner. The same also applies for vehicles of all kind parked on access streets and roads or fire lanes.

6. Student Services rents out parking spaces for the parking of vehicles. It is prohibited to park and/or store furniture, waste, cans of petrol and other flammable items. The Tenant shall inform Student Services of his license number and of any changes without being asked.

7. By making a parking space available, Student Services shall not take over any liability, nor any liability for the Tenant being able to use the parking space at any time.

8. LPG-operated vehicles are not allowed to park in underground car parks. The clearance height is generally approx. 2.00 m.

9. Student Services does not provide any winter road clearance for parking lots and their access roads.

§ 16 Reimbursement of Expenses

1. Student Services shall be entitled to invoice the Tenant separately for services provided at his special request or for expenses incurred because of his violation of the rules, e.g. if he fails to give notice in due time that he is moving out and/or has handed over the rental unit, if the rental unit or the flat/group home requires special cleaning due to heavy soiling, if the rental unit needs to be painted due to severe neglect, soiling or excessive wear and tear, if the Tenant has not cleared or completely cleared the rental unit or if the Tenant's property needs to be stored, if Student Services employees go out to meet the Tenant and the Tenant doesn't keep the appointment or doesn't appear for the inspection of the rental unit, if items left in the rental unit must be removed, if Student Services employees are called on after hours.

2. The individual amounts are determined by Student Services according to the necessary costs incurred; charging flat rates is permissible. Please note § 3.10 and 3.12.

§ 17 Termination of the Lease

1. The lease ends upon expiry of the contractually agreed term or through written notice of termination.

2. The Tenant has the right to terminate the lease at the end of each semester with a notice period of 2 months. Double rooms and flats may only be terminated jointly by all contractual partners; it is impossible to terminate only parts thereof.

3. Student Services has the right to terminate the lease at the end of each semester with a notice period of 2 months.

4. Student Services may terminate the lease without notice if the Tenant

- a) is in default of paying the rent equivalent to the amount of at least 2 monthly rental payments,
- b) uses the rental unit or common rooms contrary to the agreement despite a warning, in particular if he cedes the rental unit to a third party without authorization,
- c) has seriously or repeatedly violated the tenancy agreement, conditions of use, house or garage rules or is still

violating these,
d) fails to prove his eligibility to lease a room under § 2.

5. Should the rental unit be located in a building leased by Student Services and should the lease agreement between Student Services and the owner of the building come to an end, then Student Services, possibly contrary to § 1, shall be entitled to terminate the lease at the end of the month with a notice period of 3 months.

6. In the case of termination with due notice and/or expiry of the contractually agreed term, the lease shall always end on the last day of a month at 12:00 p.m. The rental unit must be handed over to an agent of Student Services no later than on the last working day of a month during working hours. It is not possible to move out on Saturdays, Sundays and statutory holidays. Exmatriculation shall not exempt the Tenant from the notice period.

7. Should the rental unit not be handed back upon expiry of the lease, on the effective date of termination or on a date set out in a termination agreement (to be concluded in writing), the lease shall not be automatically extended.

8. Student Services doesn't not accept the position of subsequent tenants, except for self-administrated residences.

§ 18 Duties and Conduct after Termination of the Lease, Moving out

1. After receipt of notice of termination and/or during the last 3 months of the lease, Student Services shall have the right to have the rental unit inspected Monday to Friday between 8:00 a.m. and 4:00 p.m. after giving at least 24-hour notice, even if the Tenant is not present.

2. The date of moving out must be coordinated with the janitor and/or his substitute no later than 14 days in advance. Student Services shall be entitled to inspect the condition of the rental unit and the commonly used areas prior to that date.

3. The rental unit shall be handed back to the agent of Student Services on weekdays (generally Monday to Friday) on the last day of the lease by no later than 12.00 p.m. By that time the rental unit and the common areas in the flat/group home must clear of all possessions of the Tenant, completely clean and handed back with the complete inventory in a condition ready for occupancy.

4. In the common areas, refrigerators must be defrosted and clean, and stove, kitchen cabinets, bathroom, toilet, hallway and storage room/closet as well as windows must have been cleaned. Should these not be in an acceptable and hygienic condition, they may be cleaned at the Tenant's expense. In case of flats and group homes, all tenants are jointly and severally liable (see § 8.1).

5. The Tenant is obligated to be present at the inspection of the rental unit (see § 16.1). After the unit has been handed over, the Tenant can no longer enter the rental unit and common rooms.

6. The Tenant shall hand over all keys of the residence in his possession to the agent of Student Services. Should a key be missing, the Tenant shall be liable for any resulting damage (see § 9.2)

7. Should the Tenant fail to meet these obligations, Student Services shall be entitled to have the rental unit opened, cleaned and/or renovated at the expense of the Tenant. The Tenant shall bear the costs for any necessary replacement locks and keys.

8. Should Student Services determine that the Tenant has moved out of the rental unit while leaving some of his possessions behind, Student Services may rent out the rental unit again. The aforementioned items of the Tenant shall then be kept and stored at the expense and risk of the Tenant. The duty of safekeeping expires after one month, while Student Services shall only be liable in case of wilful intent or gross negligence. After expiry of this period, the items, insofar as usable, pass into the possession of Student Services and/or are disposed of at the expense of the Tenant. Student Services shall be entitled to immediately dispose of items with no discernible value and of perishable items at the expense of the Tenant.

9. Should the Tenant fail to move out or to move out in due time at the end of the lease, and should the subsequent tenant be unable to move in for that reason or due to complaints under § 18.3 or 18.4, the Tenant shall be liable for all costs incurred by Student Services and/or by the subsequent tenant arising from the failure to hand over the rental unit (e.g. hotel costs, moving costs, storage costs, loss of rent).

10. The tenant shall inform Student Services and publishers of newspapers and magazines of his new address,

apply at the relevant post office to have his mail forwarded and personally remove his old address and/or register his new address with the municipal registration office in accordance with § 7.3.

§ 19 Declarations of Intent; Notices of Student Services

1. Declarations of intent on the part of the Tenant must be addressed in writing to Student Services Tübingen - Hohenheim, Housing Department, (not to individual employees).
2. Student Services may inform all tenants or groups of tenants by posting notices on the notice boards or at other commonly accessible locations. The Tenant shall take note of the notices at regular intervals.
3. Furthermore, Student Services may also inform all tenants or groups of tenants per text message or e-mail. The Tenant shall therefore give Student Services his mobile phone number and/or e-mail address.

§ 20 Data Protection

1. The Tenant agrees to Student Services storing and processing all necessary personal data to establish and administer the lease, also by means of electronic data processing.
2. Furthermore, the Tenant agrees to Student Services labelling his mailbox and doorbell, where applicable, with his name, posting lists of tenants and making such lists available to postal and courier services, to the residence's student self-administration and – for residences with Internet connection – to the respective Internet provider and/or computer centre.
3. The Tenant expressly grants Student Services permission
 - a. to obtain information from his educational institution that is relevant to making decisions about the status of the Tenant or to the continued existence or detailed terms of the lease.
 - b. to provide information about the lease to the educational institution.
 - c. to provide information about who is living (has lived) in a residence of Student Services.
 - d. to include members of the student self-administration in mediation talks and to also disclose confidential matters to these persons, provided Student Services has previously placed these members under an obligation to secrecy.

§ 21 Tenant's Duty to Provide Information

The Tenant shall immediately provide Student Services with all information in writing that is relevant to the lease and that changes from the start of the lease, during the lease and after the lease until final settlement of the rental account. This includes, for instance, a change of name, home address, bank details, telephone number(s), e-mail address etc. as well as the birth of a child living with the Tenant in the residence.

§ 22 Miscellaneous

1. Should any provision of this agreement be invalid, this shall not affect the validity of the entire agreement. The invalid provision shall be replaced by a valid provision reflecting the purpose of this agreement.
2. Place of performance and jurisdiction shall be the respective location of the residence. For all disputes arising from this agreement, where the Tenant moves his place of residence or habitual residence outside the jurisdiction of the Code of Civil Procedure or where his place of residence or habitual residence is unknown, place of performance and jurisdiction shall be Tübingen.
3. Any changes and supplements to this agreement shall require the written form. Any verbal collateral agreements shall be invalid.
4. To improve readability, this agreement only uses the male form. This agreement shall apply mutatis mutandis for female or several persons.

§ 23 Consent, Signatures

The Tenant also consents to the conditions of use as well as to the house rules, inventory list and regulations concerning the tenants' obligation to clean the premises themselves, where applicable.

Signature of Tenant
First Name, Last Name

Signature of Lessor
Student Services
Tübingen – Hohenheim
p.p.

XX
.....

XX
.....

Location, date

(Not legally binding translation, please do not sign. This paper ist just for your information.
Studentenwerk Tübingen-Hohenheim will send you a contract in german. Thank you.)

