

(hereinafter termed "Landlord")

**and**

(hereinafter termed "Tenant")

born on

Conclude the following

## **Rental LEASE of**

### **§ 1**

1. The landlord rents to the tenant the single room furnished **RNo.** from 12:00 clock and although limited until, 12:00 hours. A tacit renewal of the lease in accordance with § 545 BGB is excluded.
2. The leased premises are leased for residential purposes for temporary use for the specific purpose of studying. The tenant's has the right to share communal rooms in accordance with their intended purpose. Other persons are not entitled to live in the communal rooms. The tenant acknowledges that there is a legitimate interest in the agreed fixed term tenancy agreement, as the letting of rented rooms in halls of residence is an indirect government support and because of the limited number of places in the student residences through the rotation principle as many students as possibly should be provided with State funded student accommodation.
3. The monthly rent is currently **EUR** It is collected upon due for payment at the justified amount to a bank account nominated by the landlord. For this purpose, the tenant shall, before commencement of the contract, give payment authorization in the form of a SEPA standing order which is irrevocable for the duration of the lease.  
The guarantee deposit to be paid before moving in is EUR .....
4. The basis and integral part of this lease agreement are the general rental terms and the terms of use for the student residences in the current version. The tenant agrees to the house rules, if any, for the residence, which are included as an attachment, and pays attention to the use of the university network using the procedure of the DFN (German Research Network). If the tenant uses an internet connection then the terms of use are to be complied with.
5. Inconvenience caused by construction and renovation work within the meaning of § 555 a & d BGB, must be tolerated by the tenant. In extreme cases, the Student Social Service of Tübingen-Hohenheim may provide compensation through extending the period of residence. Further claims are excluded. The tenant agrees to, if necessary, at short notice to vacate rooms for conducting remodelling work. Another room will be made available to the tenant for the duration of the works.
6. 6 Written declarations of intent from the landlord to the tenant apply when delivered in the mailbox of the tenant.
7. Special regulations

## **§ 2 Right of tenancy/residence**

1. Tenants are regular students of the university student services of Tübingen-Hohenheim. The completion of the foreseen examinations in the student's area of study is regarded as the completion of studies.
2. The tenant is obligated at the start of the tenancy and then for each semester in each case up to one day before the start of the semester (not: the beginning of classes) to provide the Student Social Service and housing department with an enrolment, study or school certificate indicating the residence and room number. The tenant must prove receipt of such certification. If the certificate is not submitted to the Housing Department of the Student Social Service by the above date, the Student Social Service shall be entitled to terminate the lease without notice in accordance with § 543 BGB if the tenant has been informed in an appropriate warning about it and, despite after at least one week has failed to submit the certification. The tenant is liable for any loss of rental income from such termination.
3. Reference is made to § 21.
4. The tenant is obliged to immediately notify the Student Social Service of the end of the right to tenancy and to terminate the rental agreement pursuant to § 17 paragraph 2.
5. In addition to the tenant no other person has the right to reside or use the communal areas.
6. Tenants who are minors or under § 106 BGB have only limited legal capacity must provide for the effective conclusion of the lease the informed consent of their legal representative. The Student Social Service will provide them with a form.

## **§ 3 Rent, calculation of rent, change in rent, charges**

1. The Student Social Services calculates the rent for the rental so that the rent covers the ongoing expenses for the rental units in total. The rent is thus a cost rent with the objective of cost recovery and, unless otherwise agreed, based on the current provisions of the Second Calculation regulation (second BV) determined, in administrative costs a dwelling place is recognised like an apartment. If, after conclusion of the contract new operating costs arise, the landlord is entitled to reallocate these costs by notice in writing to the tenant. The Student Social Service may apportion the income and expenses on an individual basis, on the basis of the number of persons or housing units; it may for good cause change the allocation formula and the allocation; the tenant has no right to a change the maintenance of rent. The calculation area may be higher than the actual area. Rentals of similar size and/or equipment can be combined into calculation groups, and the calculation can take into account differences in quality, for example in furnishings, layout, location. The basis for the rental calculation is also the target occupancy of the leased property or the number of rooms on campus.
2. The rent is made up of capital costs, lease, rent expenses of the Student Social Service, depreciation for property and inventory, maintenance reserve, furnishing surcharge, administrative expenses levy, loss of rent, all operating costs pursuant to the operating costs Regulation, taxes, maintenance, costs of staff and caretaker, external cleaning, dry cleaning, cleaning materials, insurance, operation, and maintenance of fire extinguishers, (tele) communication equipment of all kinds as long as provided by law including GEZ and GEMA fees for the Student Social Service using the equipment, ventilation systems, vehicles, lawn mowers and things like; electricity, water, drainage, waste disposal, gas, heating, water heating and related expenses. Consumables costs in communal areas or for shared objects are included as well as the expenses for communal areas and facilities.
3. Per resident per month the tenant can be charged € -, 0.50 as a contribution for the student self-administration.

If new costs, expenses or rent components are introduced or required, the Student Social Service shall be entitled to include these in the next rental calculation.

5. If on account of a change in the operating expenses or the 2nd BV a rise in rent is required or permitted by law or is a cost-covering rent which has not been reached, then the tenant is obliged to pay the rent increase accordingly from the first of the following month, if the Student Social Service has informed the tenant of the nature and magnitude of the change in rent no later than the 15th of the previous month. This also applies even if the lease has already been completed, but the actual tenancy has not yet commenced.
6. The Student Social Service is also entitled to fix if required the leasee components and expenses for all rental objects of the Student Social Service even when in different buildings.
7. A set-off, retention and reduction in rent compared to the rents receivable is only for uncontested or legally established claims. This does not apply to claims under § 536 a BGB.
8. The rent is due on the third third business day of the current month, monthly in advance from the tenant rent account.
9. Changes in the bank can **only** until the 20th working day of the month for the following month to be considered.
10. If the tenant incurs under the lease special costs such as fees, bank fees, collection expenses, damages, expense reimbursements, etc., the Student Social Service may withdraw this from the account following notification. Payments will be charged in the following order: Damages, charges / fees, interest, deposit, rent.
11. If the money cannot be paid on account of the fault of the tenant, the tenant has to pay the costs incurred. If the tenant revokes a standing order or he is paying cash, the Student Social Service may charge an administrative fee of 10 € per month without the need to give proof.
12. For special services such as contract changes, termination of contract and repeated demands for payment, the Student Social Service may charge a fee or an administrative fee. A corresponding table is posted for viewing in the Housing Department

## **§ 4 Guarantee deposit (Guarantee)**

1. Before the tenant is authorized to use the rented accommodation, he/she has to pay a deposit (the amount of which is defined in the tenancy agreement) into a bank account of the Student Social Service of Tübingen-Hohenheim.
2. The transfer voucher or the pay-in slip must be presented when moving in.
3. During the duration of the tenancy the tenant cannot offset the deposit against outstanding debts on behalf of the Student Social Service.
4. After the tenant has moved out and the rented accommodation was handed over, the Student Social Service transfers the remaining or full amount of the deposit to a bank account specified by the tenant before moving out.
5. The deposit is transferred within a period of approximately 2 -3 months after the tenancy has ended, allowing the SWD to check whether or not the SWD is entitled to make any claims against the former tenant. Bank expenses incurred are paid by the tenant (e.g. transfer abroad). Companies etc.). If the deposit cannot be retransferred for reasons the SWD is not responsible for, the claim lapses after a period of 6 months starting when the tenancy ends.

## **§ 5 Duration of the lease**

1. The lease begins on the date specified in § 1 paragraph 1 and is usually limited to 6 semesters.
2. The tenant has right of use of the service rooms available according to the location; the Student Social Service reserves the right to a restriction that does not essential inconvenience the tenant. For communal areas the Student Social Service can apply both temporal and temporary restrictions. The tenant is not permitted to use the leased property, the communal areas or parts of them for commercial purposes, including use of Internet access or similar commercial advertising on the properties of the Student Social Service.
3. A termination of the lease before the end of the lease period is possible according to § 17 of this lease.
4. In justified cases of hardship and for a holiday with volunteer work an extension of the lease is possible. A request shall be submitted at least 10 weeks before the end of the lease period to the Student Social Service. In the application, the reasons for the desired residence time extension shall be stated (proof is required) and its duration should be specified.
5. To extend a lease a new contract is concluded.
6. If the tenant does not move out on the first day of the rental period or before the last day of the lease term or if he does not make use of all

inventory items or does not use all the facilities that the residence offer, for example, Internet, he is not entitled to a pro rata refund of rent.

#### **§ 6 Liability**

1. The Student Social Service of the tenant shall be liable for personal injury and property damage to the tenant and visitors as well as for property only if it is the fault of the Student Social Service and its agents on account of gross negligence or intent. Any further claims are excluded. The Student Social Service does not insure property and possessions of the tenant.
2. For damage to vehicles of any kind or for theft of or from leased parking spaces the Student Social Service has liability.
3. The Student Social Service is not responsible for the operation of telecommunications lines or their failure. Continuous availability cannot be guaranteed. The tenant has no right to the provision of certain communications services (such as telephone, television, radio, data lines/Internet).
4. The Student Social Service is not liable for the activities of the students and their staff.

#### **§ 7 Moving in/Moving out**

1. Moving in or out is possible only on working days (generally Monday to Friday.) during office hours. At the handover date the tenant must submit proof of payment of the deposit or the removal fee and a passport or ID card. If the lease begins on a Saturday, Sunday, public holiday or on any other non-working day, the move is only possible on the next working day.
2. When moving in the state of the rental is recorded in a protocol that is to be signed by the tenant and the Student Social Service or its agent. The tenant bears the burden of ensuring that after the signing of the protocol any changes or deterioration of the rented accommodation is only due to contractual use. In the case of furnished or partially furnished rentals, the tenant has a right to a basic set of furniture. Any small furniture, linens, bedding, curtains, rails, desk lamps, and the like provided by the Student Social Service at the beginning of the lease are revocable at any time as supplementary services of the Student Social Service. Should such services be withdrawn, there is no entitlement to a rent reduction.
3. The tenant has to register within one week of moving with the respective registration office/city office of the municipality of the residence location, stating the residence address; this also applies when relocating.
4. Unauthorized moving in or change of rental unit is a serious violation of the lease and can lead to immediate termination of the lease by the Student Social Service.
5. Removals within the residence halls are only authorised in exceptional cases by the Student Social Service. A right does not exist.
6. Every move requires the signing of a new lease, taking into account the duration of the existing lease. The current lease expires automatically on this date on which the new lease starts. The move is treated as moving out (see § 18) or moving out (see § 7 paragraphs 1 - 4). You must pay for the new rental the associated deposit. The deposit for the old rental is transferred to the new rental. If a part of the deposit was offset with claims (§ 4 no. 4) from the old tenancy, the tenant agrees completely to replenish the deposit until the contracted amount of the new lease within 14 days of the start of the contract. A fee will be for significantly increased costs in managing the move without special verification by the Student Social Service in accordance with § 3 paragraph 12.

#### **§ 8 Obligations of the tenant**

1. The tenant is always obliged,
  - a) To treat with care his room(s) and all communal areas and hallways in and around the residence hall (shared kitchen, washrooms, showers, toilets, balconies, stairs, bike storage, laundry, yard and garden areas, garages, driveways, etc.) and to keep them clean.
  - b) to maintain the leased property and the furnishings supplied by the Student Social Service, to avert any damage he is able to do and to contribute through his actions to a good quality of living.
  - c) to ventilate the rented unit sufficiently and to heat it and protect it against frost and keep his rented property clean.
  - d) To clean sufficiently inside the residence/communal residence subject to drafting of a cleaning plan which the residential group can draft itself. The Student Social Service has the right to adopt a legally binding cleaning plan for all residents and to carry out inspections without notice to check if the tenant's obligation to follow the cleaning plan has been complied with. If cleaning is not done, or done insufficiently, the Student Social Service shall be entitled - with providing prior notice - but after setting a deadline to have the cleaning done at the expense of the tenant or the tenant(s) of the apartment/residential group.
  - e) The rented property and all other rooms used must be kept free of vermin. Should vermin appear, the tenant has to immediately inform the Student Social Service; if the tenant is responsible in part for the vermin, he has to bear the cost of pesticide removal. The tenant can only plead that the leased property was contaminated before the start of his tenancy with vermin, if the tenant informs the Student Social Service immediately after arrival.
  - f) In all communal rooms or storage rooms the tenant must label with his/her name and room number all stored objects; any unmarked objects can be removed immediately.
  - g) The house door and doors or residential units or community groups without windows or doors are to be kept closed.
  - h) The tenant must support the employees and representatives of the Student Social Service in the fulfilment of their professional responsibilities.
  - i) Any disturbances caused by residents or neighbours, especially in the period from 22:00 hrs. to 7.00 hrs. are to be avoided and the midday rest period from 13.00 to 15.00 hours is to be respected.
  - j) Any damages or problems require immediate notification of the Student Social Service in writing. If the tenant does not notify the disturbance or damage or does not do so in a timely manner, the latter shall be held responsible for consequential damages, even if the tenant was not responsible for the original damage.
  - k) Tenants should take care to make careful use of electricity, gas, water and the heating energy supply.
2. The tenant is liable for damage to the property managed by the Student Social Service (buildings and equipment) that he caused through infringement of the provisions of the rental agreement. Similarly, the tenant is liable for damages and violations of the lease that has been negligently caused by his family, guests, etc., or for items brought by the tenant. The burden of proof for no cause of damage lies with the tenant.

Note: The tenant is strongly recommended to take out personal liability insurance unless an insurance cover exists (for example, from parents or spouse [note age limit!]). It makes sense to include risk of "rental damage" in a policy.

3. If the leased property or the contents faulty, the tenant may, in this context may only make a set-off against the rent or make a lien only if the counterclaim is undisputed or legal. The tenant is obliged to notify his intention to set-off claims at least one month before the due date of the rent.
4. The Student Social Service may make improvements and structural changes for the preservation of the house or the leased premises or to avert potential dangers or to make good the damage necessary without the consent of the tenant. As far as the tenant must tolerate the work, he cannot reduce the rent or a lien or claim damages.
5. The tenants of an apartment/residential group are jointly required to sort waste of all kinds and to dispose of these regularly from the apartment and the communal areas properly (for example, not through the sewage system!) and to do this in a way which saves space. The regulations must be observed. Foods such as fruits, rice, semolina, flour, cereals, nuts, raisins, almonds, etc. must be kept in closed containers and to be checked frequently before long absences (for example, holiday) and be stored so that they do not spoil or attract vermin or should be removed. Used dishes must be rinsed immediately after use and put away; the latter also applies to food.
6. The tenant is not permitted to modify or remove posters of the Student Social Service, or remove personal appliances such as washing machines, dryers, dishwashers and other large appliances or to install private refrigerators, cooking and baking equipment within the leased property or in common areas, to use coal for heating, or to lay carpet tiles, carpets or other floor coverings, change doors, to label doors and windows and their frames, or to spray or put nails, drawing pins, banners, flags, posters, etc. on rooms and apartment doors, on coated surfaces on windows and balconies or attach them to the house wall, flower pots and boxes or other objects on window sills outside the house. The same applies to stickers or sports equipment, on balconies and patios - where available - where a barbecue is available. Grilling is only allowed in designated areas. Laundry must be hung only at designated or suitable places (not on windows, parapets, guardrails). Drying laundry is prohibited in the rented accommodation units. The washers and dryers installed in the student residences are voluntary services of the Student Social Services to which there is no claim.
7. Escape routes are to be kept clear. See § 8 No.10

- 8.** The tenant is responsible for the registration of radio and/or television sets regardless of location in the residence, the Student Social Service accepts no liability for GEZ or GEMA fees for devices belonging to the tenants or the student self-administration for parties in communal areas, etc. The erection and attaching of satellites or outdoor antennas are not permitted. If radio or television equipment is found without identification outside the rented property, they can be removed upon request. The telephone systems, TV sets, TV signals, connections inter alia are also a voluntary service of the Student Social Services to which there is no claim.
- 9.** The tenant may only use Internet access only for study and private purposes (so-called "scientific network", see also § 5, paragraph 2). Persons or room-based services (for example, Internet), which are offered by the Student Social Service should not be made available to third parties. Attempts to manipulate, use of false/unallocated addresses, the use of insults or "hacking" are illegal and are a major danger to the entire network; they thus represent serious violations of the lease that can be terminated without prior notice or to a summary termination of the agreement. For connections via a third party, such as a data centre, the tenant acknowledges the currently applicable rules of use or conditions of use. The network access is not a guaranteed feature of the leased property. Both the internet and the free use of thereof are a voluntary and non-binding additional service of the landlord, to which there is no legal claim. The landlord is not liable for any malfunction or failure of the Internet.
- 10.** The Student Social Service is entitled to remove furniture brought in by the tenant at the latter's expense after requesting removal at its expense, if it is dirty or in an unusable condition, or if there is suspected pest infestation. The same applies to furniture in communal areas. Anything that hinders cleaning work such as objects and materials that are unsanitary or for fire regulations reasons may not be parked or restrict escape routes (for example, shoes, floor mats) are - without prior notice to the tenant - to be removed at his cost and risk; this is especially true for kitchens, hallways and stairwells.
- 11.** Furniture and accessories belonging to the leased property shall not be altered, dismantled or removed from the leased property. This applies also for furniture in communal areas.
- 12.** The cost of repairing all glass damage within the leased property (windows, doors, lights, mirrors, cabinets, etc.) is always borne by the tenant.
- 13.** The tenant is prohibited without the prior consent of the landlord to have pets. A general right to keep animals does not exist. The admissibility depends on a comprehensive assessment of each individual circumstance.
- 14.** Walking on flat roofs is strictly prohibited - Danger! Risk of roof damage!
- 15.** The tenant has to ensure regular water supply from all fittings (for example, shower / bath, basin, sink) in the rented property. After an absence of more than 72 hours before the intended use of hot water the water should be left running for about five minutes at any faucet located in the rented accommodation unit. In addition, the landlord checks as part of its statutory obligations regularly the drinking water quality according to the currently applicable drinking water regulations (TrinkwV). If the health department orders measures necessary to avert the risk to human health, the landlord shall notify all tenants extensively about this. The tenants must follow the relevant instructions.
- 16.** The functionality of each installed smoke detector must be regularly checked and ensured by maintenance measures. This obligation applies pursuant to § 15 para. 7 sentence 4 of the regional building code of Baden-Württemberg to the owners (tenants). For regular testing of the smoke detectors the resident/tenant is responsible. Instructions for the testing of the smoke detectors can be found on the homepage of the Student Social Service of Tübingen-Hohenheim. The functionality of the installed smoke detectors, i. e., the prescribed alarm and visual inspection takes place once a year by the owner.
- 17.** The tenant has access to the rented rooms - in addition to the times referred to in § 18 Section - weekdays between 7.00 hrs. and 18.00 hrs., when notice is given at least 24 hours in advance, and without notice when damages/impairments are reported during these times, where there is risk of serious damage at any time without prior notification. Access is to be granted to the landlord for the execution of necessary work, especially for repairs in the rented for statutory recurring maintenance, for sampling within the drinking water in the context of the drinking water provision or for a measure ordered by a public authority. If the tenant denies or hinders access or makes it impossible otherwise, the tenant is liable for any resulting damage or costs. The Student Social Service does not need to provide advance notice for access to communal areas or car and bicycle parking spaces.
- 18.** The tenant is responsible for ensuring that all obligations imposed upon him by this lease contract are met during his absence (absence, illness, traineeship, examinations, etc.), for example, through a representative.

#### **§ 9 Keys**

- 1.** The tenant upon moving in is handed over keys for the rental period which usually include a general locking system. The tenant has no right to receive a duplicate key.  
The loss of keys by the tenant must be reported immediately to the caretaker; the tenant is liable for all resulting damages. It is not permitted to give the keys handed out by the Student Social Service to other persons. The reproduction of keys is prohibited and an attempt to do so constitutes a serious breach of the lease, which may result in its immediate termination.
- 2.** The Student Social Service is entitled in the case of loss of keys to replace all keys and corresponding lock cylinders by new ones at the cost of the tenant.
- 3.** The tenant is not entitled to replace the lock cylinder fitted by the Student Social Service with others.
- 4.** If the Student Social Service opens a residence or room door at the request of the tenant, the tenant must pay an amount contained in the table referred to in § 3 Paragraph 12 of the Student Social Service. This is only possible during normal working hours of the respective caretaker.

#### **§ 10 Use of the leased residence by others**

- 1.** Any (even partial) subletting or transfer of use of the rented property, parts thereof or keys to other persons is strictly prohibited. The same applies to the admission of third parties to the premises occupied by the tenant. (Avoidance of overcrowding)
- 2.** Upon request and in reasoned exceptional cases the tenant during his temporary absence in periods where there are no lectures (holidays) from the university location with the prior written consent of the Student Social Services discretion may allow occupation (sublet) to named persons but not during the first two months of the lease. The obligations under the lease remain in this case with the tenant. The lease contract during this time remains with the tenant. The subtenant has to submit a written statement of all conditions of the lease, and the house or garage rights. Tenants and sub-tenants are jointly and severally liable. The compensation for use shall not, without the consent of the Student Social Service, exceed the rent paid by the tenant. For the sub-rental the Student Social Services may demand a rental surcharge of up to 25% and a fee.
- 3.** The tenant expressly declares at the conclusion of this contract and afterwards to have no intentions or reasons to let additional people use the leased property or to form with other people a residential community; in the case of apartments this does not apply to spouses and their own children.

#### **§ 11 Maintenance, minor repairs and structural modifications**

- 1.** The tenant is obliged to always maintain the leased premises in habitable condition. If the rented premises upon vacating are through above average wear and tear, neglect, strong unpleasant odour, damage or other measures (e.g. different paint) inhabitable by general standards or have not been restored professionally and properly, the Student Social Service may carry out cosmetic repairs at the expense of the tenant. Upon vacating the premises the furniture is to be handed over in its original condition.
- 2.** The tenant has no claim to taking over the premises in a renovated state, but is entitled to paint the walls and ceilings with the paint and tools made available by the Student Social Service. Costs for self-procured material used by the tenant material will not be refunded.
- 3.** The tenants are structural changes in and around the home, including grounds and pitches prohibited (see § 12).

#### **§ 12 Technical Equipment**

- 1.** Changes to all installed devices are prohibited, as is the installation of electrical and communication lines and the opening of water outlets within and outside of the leased property or residence. This includes attaching objects to heating, plumbing or electrical wire or equipments.
- 2.** If a central heating system is present in the leased property, the Student Social Service will ensure during the heating season (1.10. 30.4.). as far as necessary, that it is operational.

3. Any existing lifts may only be used as intended. A claim for constant availability does not exist.

4. The Student Social Service is not responsible for the continuous operation of the water and electricity supply or the lifts in as far as the Student Social Service is not responsible for failure or defects in the technical equipment. The tenant must report any faults or defects immediately to the Student Social Service.

### § 13 House rules

The managing Director of the Student Social Service exercises the right of the house rules. In this respect he empowers in particular the head of department, the team leaders, the caretaker/technical staff and the staff of the residence. This also applies to their respective replacements.

### § 14 Events, parties

1. Events, parties, etc. are permitted only in coordination with the neighbours, the Housing Department and the caretaker. Invitations to non-residents (including via Internet or otherwise) are not allowed.

2. For parties § 5 paragraph 2 and the rest periods must be complied with.

### § 15 Vehicles

1. The tenant is obliged to park his vehicle only in the designated areas. If available, a separate rental agreement is concluded for the use of a car parking space, as a rule. Failure to observe this entitles the Student Social Service to have the vehicle removed at the expense and risk of the tenant or vehicle owner. For parking space holders repeated offences can lead to the termination of the lease without notice. Bicycles and motor vehicles (motorcycles, mopeds, scooters, mopeds or similar) may not be parked within the residence buildings.

2. The tenant is not permitted to carry out repairs to vehicles on the property or in close proximity to vehicles to make repairs, which can lead to harassment or increased energy consumption. In particular, all work is forbidden, which may cause environmental pollution (oil change).

3. Roads, streets, driveways and entrances shall be used only for their intended purpose. Driving through garden areas is prohibited.

4. Bicycles are to be parked in the designated bicycle sheds, if available. Locking or leaning bicycles and bicycle parts to railings, fences, posts, pillars, walls, doors, trees, and other non-designated parts of the residence, including outdoor facilities is not allowed. The bicycle sheds may only be used to park bicycles.

5. The parking of unregistered vehicles or unusable vehicles or vehicle parts of any kind in the residence itself, on the premises, on rented plots or in the bicycle parking spaces managed by the Student Social Service is not permitted. Any such parked vehicles and vehicle parts will be removed at the cost and risk of the tenant without notice - at the cost and risk of the tenant or owner. This also applies to all kinds of vehicles that are on access paths, access roads or fire roads.

6. The Student Social Service rents out spaces for parking vehicles at some locations. The erection or storage of furniture, garbage, cans of gasoline and other flammable objects is prohibited. The tenant must provide the Student Social Service with the registration number of the vehicle and inform them of any changes without being requested to do so.

7. The Student Social Service accepts no responsibility for the availability of parking spaces and has no responsibility for the fact that the space can be used at any time by the owner of the parking lot.

8. Driving through parking garages with petrol-powered vehicles is not permitted. The clearance on these is normally 2.00 meters.

9. The Student Social Service does not provide snow clearing services for their driveways or parking areas and access roads.

### § 16 Reimbursement for services

1. The student union is entitled to separately charge the lessee services which are also necessary to its special request or by his abusive behaviour, invoice, for example, if the timely application of the extract or the delivery of the leased property is not made when an extra cleaning of the leased property or apartment / residential group is required due to specific pollution when painting the leased property is necessary because of special neglect, contamination or degradation if the tenant does not have the rented equipment is not completely cleared or or estate of the tenant must be stored when a futile transition of staff of the student union takes place because the tenant has not complied with an agreed date or did not appear to decrease the rented if items left behind must be cleared from the leased property, if an employee of the Student Social Service renders services outside the normal service time.

2. The individual amounts are set according to the Student Social Service expenses; the use of flat-rate prices is permitted. Reference is made to § 3 section 10 and 12.

### § 17 Termination of the rental agreement

1. The lease expires at the end of the contracted rental period or through written notice.

2. The tenant has the right to terminate the lease within a period of 2 months to the end of the semester \*. Double rooms or apartments can only be terminated by all parties together; it is not possible to cancel only part of it.

\* The end of semester is based on the following dates: For students of a university: 31.03. or 30.09. of the year,  
For a college student: 28th 28./29.02. or 31.08. of the year.

3. The Student Social Service has the right to terminate the lease by giving 2 months notice to the end of the semester.

4. The Student Social Service may terminate the lease without notice if the tenant:

- a) is in arrears with the payment of rent for at least 2 months,
- b) the leased property or the communal areas are used in breach of contract despite being warned by the Student Social Service, especially if he has left his rental property to a third party without authorization or if he has overcrowded the rental property, see § 10 No. 2,
- c) the tenant has tacitly or repeatedly violated seriously or repeatedly the lease, library rules, house or garage, or even given orders
- d) does not evidence the right to residence in accordance with § 2.

5. If the leased property is located in a rented or leased property of the Student Social Service and the rental or lease contract between the owner and the Student Social Service is terminated, the Student Social Service shall be entitled to terminate the rental agreement with a notice period of 2 months to the end of the month.

6. The lease ends in the event of normal termination or upon expiration of the contract period on the last day of each month at 12.00 hours. The rental property must be handed over no later than the last working day to a representative of the Student Social Service during working hours. On Saturdays, Sundays and public holidays moving out is not possible. Exmatriculation does not obviate the termination notice.

7. If the rental object is not returned at the end of the rental period or at the termination date, the rental relationship will not be extended.

8. The naming of a new tenant is not possible, except in the case of self-administered residences.

### § 18 Obligations and actions after termination of the lease

1. After termination of the lease or within the last 3 months of the termination of the lease, the Student Social Service has the right to view the leased property giving at least 24-hours' notice on weekdays from Monday to Friday from 8.00 until 16.00 hours even in the absence of the tenant.

2. The moving-out time is to be agreed with the caretaker and his deputy no later than 14 working days in advance. The Student Social Service shall be entitled to inspect the condition of the apartment and the communal areas before the moving-out date.

3. The rented accommodation is to be handed over on weekdays (generally Monday to Friday) to the representative of the Student Social Service (the last day of the tenancy until 12.00 hours. At this time, the leased property and the common areas within the apartment/residential group are to be cleared of all objects belonging to the tenant and be completely cleaned with its inventory complete.

4. In the communal areas the fridge must be defrosted and clean as well as the cooker, kitchen fan, bathroom, toilet, hallway, closet/cabinet, and

window. If they are not in an acceptable and hygienic condition, they can be cleaned at the expense of the tenant. In residential homes and group homes all tenants are jointly liable (see § 8 paragraph 1).

5. The tenant is obliged to be present when handing over the rented property (see § 16 paragraph 1). After the handover, the leased property and the common spaces may not be re-entered.

6. The tenant has to return all the keys to the authorized representative of the Student Social Service. The tenant is liable for any resulting damage (see § 9 para. 2).

7. If the Student Social Service ascertains that the tenant has not fulfilled his obligations, the Student Social Service is entitled to open, clean or renovate the accommodation at the expense of the tenant. The cost for replacement lock cylinders and keys are borne by the tenant.

8. If the Student Social Service determines that the tenant has left the rented property (possibly leaving behind objects), the Student Social Service can rent the property again. The objects brought in by the tenant shall be kept or stored at the cost and risk of the latter. The duty of storage, while the Student Social Service is only liable in cases of intent or gross negligence, ends after one month. After this period the articles pass to the ownership of the Student Social Service or disposed of at the expense of the tenant. The Student Social Service shall be entitled to remove things of no apparent value and perishable items at once at the expense of the tenant.

9. If the tenant does not move out at the end of the tenancy or in a timely manner so that the new tenant cannot move in because of complaints pursuant to § 18 paragraph 3 or 4, the tenant is responsible for all costs of the new tenant or the Student Social Service (for example, hotel, removal, storage costs, loss of rent).

10. The tenant must inform the Student Social Service of a forwarding address for newspapers and magazines. The student has to make a forwarding contract with the local post office and has personally to re-register or deregister as per § 7 paragraph 3.

**§ 19 Statements of intent, notices of the Student Social Service**

1. Declarations of intent by the tenant are to be sent to the Student Social Service of Tübingen - Hohenheim, Department of Housing, (not to individual employees).

2. The Student Social Service can inform all tenants or groups of tenants by posting information on the bulletin boards, or other publicly accessible places. The tenant shall read the notices regularly.

3. Furthermore, the Student Social Service can inform all tenants or groups of tenants by SMS or email. The tenant must therefore submit his mobile phone number or his email address to the Student Social Service.

**§ 20 Declaration of consent to data processing/ Privacy Policy**

1. The tenant agrees that the Student Social Service may store and process all the tenancy necessary personal data with the help of electronic data required for administration of the lease agreement.

2. Furthermore, the tenant agrees that the Student Social Service inscribes the letterbox of the tenant and possibly his doorbell with his name, to publishing tenant lists and such lists necessary for the delivery of letters and parcels.

**§ 21 Consent to data disclosure**

The tenant expressly permits the Student Social Service:

- a. to obtain information from a training facility at its request that is relevant to the decision to rule on the status of the tenant, the continued existence or the detailed conditions of the tenancy.
- b. to provide this training centre to provide information on the tenancy.
- c. to provide information on who lives in a residence of the Student Social Service.
- d. to include members of the student self-government in mediation talks and to provide the latter with confidential information, even if the Student Social Service has committed itself previously to secrecy.
- e. to provide information (in particular contractual breaches of duty) concerning the current tenancy to the responsible university or university of applied sciences.

**§ 22 Information obligation of the tenant**

The tenant shall immediately notify the Student Social Service of all data related to the lease which change before the start of the lease, during the rental period and thereafter until the final settlement of the rental payment account. These include change of name, home address, bank account details, phone number(s), email address, etc., as well as the birth of a child who lives with the tenant in the residence.

**§ 23 Verbraucherstreitbeilegungsgesetz**

The Landlord is not required by the law of the "Verbraucherstreitbeilegungsgesetz (VSBG) nor interested in a dispute settlement procedure with the dispute settlement agency. But the law requires the landlord to refer to the responsible dispute settlement agency: Zentrum für Schlichtung e. V., Straßburger Str. 8, 77694 Kehl

**§ 24 Miscellaneous**

1. An invalid provision of this agreement shall not entail the nullity of the whole contract, but must be replaced by a provision that corresponds to the purpose of the contract.

2. Place of performance and jurisdiction is the location of each of the residences. For all disputes arising from lease disputes, where the tenant moved his domicile or habitual residence outside the scope of the Code of Civil Procedure or whose domicile or habitual residence at the time of action is unknown, the performance and jurisdiction is Tübingen.

3. Changes and amendments to this lease require the written form. Verbal agreements are invalid.

4. For better readability of this lease only the male form has been used. For female or for several people this lease shall apply accordingly.

**§ 25 Agreement, signatures**

The Tenant agrees with the terms of use and house rules, and inventory control and rules in their current version and to cleaning by the tenant.

Signature Tenant  
First and Last Name

Signature Landlord  
Studentenwerk Tübingen – Hohenheim A.d.ö.R.  
p.p.

.....

.....

Place, Date.....

Tübingen, den.....

## **Revocation**

### Revocation

You have the right to cancel this contract within 14 days without giving a reason.

The cancellation period is 14 days from the date of conclusion.

To exercise your right of cancellation, you must contact us:

**Studierendenwerk Tübingen–Hohenheim A. d. ö. R.**  
**- Abteilung Wohnheimverwaltung -**  
**Friedrichstraße 21**  
**72072 Tübingen**  
**Fax number: 07071/ 9697 -20**  
**E-mail address: [wohnheimverwaltung@sw-tuebingen-hohenheim.de](mailto:wohnheimverwaltung@sw-tuebingen-hohenheim.de)**

By means of a clear statement (e.g. consigned by posted mail, fax or e-mail) you must give notification of your decision to withdraw from this contract, inform. You may use the attached sample revocation form, but it is not compulsory.

To meet the cancellation deadline, it is sufficient that you send your communication concerning the exercise of the right of withdrawal before the withdrawal deadline.

Effects of withdrawal:

If you withdraw from this contract, we will reimburse all payments we receive from you, including delivery costs (except for the additional costs arising from the fact that you chose a different method of delivery than that offered by us as cheapest standard delivery without delay and no later than 14 days to pay back from the day on which the notice is received through your cancellation of this contract with us. For this repayment we use the same method of payment that you used in the original transaction, unless you expressly agreed otherwise; in any case, you will be charged fees for such repayment.

**Revocation form**

If you want to cancel the contract, then fill in this form and send it back to:

**Studierendenwerk Tübingen-Hohenheim A. d. Ö. R.**  
**- Abteilung Wohnheimverwaltung -**  
**Friedrichstraße 21**  
**72072 Tübingen**  
**Fax number: 07071/9697 -20**  
**E-mail address: wohnheimverwaltung@sw-tuebingen-hohenheim.de**

Hereby I/we give notice that (s) I / we cancel the contract for the rental accommodation

Indication of the lease, address, room no., if applicable contract number

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Lease dated \_\_\_\_\_ Name/s of tenant/s:

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Address/es of tenant/s

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Signature/s of tenant/s (only if through notification on paper).

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Place, Date.....

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*Delete as applicable*