

§ 1 Rental property

(1) The landlord lets the tenant the furnished room in the student residence located at Leharstraße 6 in Augsburg for living purposes and for the special purpose of studying.

Apartment number _____.

The furnishing of the room results from the inventory list attached to the contract as in the Appendix.

(2) see §6:

basic rent: _____,-

Flat rate operating costs: _____,-

Total rent: _____,-

(3) The landlord reserves the right to allocate another apartment of equal value for compelling reasons. If an amicable solution is not possible, the tenant can terminate the rental agreement at the end of the month.

(4) The tenant can use the rooms for common use according to their intended purpose (e.g. music rooms, laundry drying rooms, kitchen, hall, penthouse, reading and TV room).

(5) The energy values of the house correspond to the legal requirements.

§ 2 Rental period and handover

(1) The tenancy is limited. It starts on _____.____.____ and ends on _____.____.____, without the need for a special termination. In order to avoid misunderstandings, tenants and landlords are obliged to indicate or confirm the end of the rental period in writing.

(2) The handover of the rented item takes place from the start of the contract mentioned in §2 exclusively via the online termination (homepage). If the start of the contract falls on a day outside of the appointment times, the handover will not take place until the following working day. In this respect, there is no entitlement to a rent reduction.

(3) Note: Due to the large number of people moving out and moving in as on April 1st. and October 1st. in these months, readiness for occupancy can only be guaranteed on the 3rd working day. Please arrange a handover date in good time (Internet/office)

(4) The lessee must register independently with the registration authority within the statutory period and submit the registration certificate to the lessor upon request.

§ 3 Entitlement to residency

(1) In principle, all students enrolled at the training institutions in the city of Augsburg (university, college, state institutes for the training of subject teachers and educational institutes) are entitled to live there. The entitlement to residency expires when the studies in Augsburg are finished. The completion of the course is deemed to be the passing of the first final examination in the tenant's field of study. This also applies to not starting or interrupting your studies

(2) In order to prevent misunderstandings, the tenant is obliged to notify the landlord of the end of his studies, for whatever reason, within a period of three months before the student finishes his studies. However, the tenancy does not end automatically when the entitlement to housing ceases to exist, but must then be terminated by the tenant in accordance with Section 4 of the tenancy agreement below. The tenant is also obliged to send the landlord a certificate of enrollment by the beginning of the semester without being asked. If this does not happen even after a warning with a deadline has been set, the tenancy can be terminated by the landlord extraordinarily and without notice for good reasons. The landlord is also entitled to do this if the tenant's right to live in the residence no longer exists.

§ 4 Termination of the lease

(1) In principle, leases can only be terminated early on March 31st. or September 30th. with a 3-month notice period. To do this, the administration must be given written notice of termination no later than December 31st. for the summer semester or by June 30th. for the winter semester.

(2) The termination must always be in writing.

(3) Otherwise, the provisions of the German Civil Code apply, in particular the right to extraordinary termination for both parties remains unaffected.

(4) The landlord can terminate the tenancy with a notice period of 2 months if the tenant

- a) is not enrolled at the place of study,
 - b) does not submit by November 30th. for the winter semester or by May 31st. for the summer semester, a valid certificate of enrollment or a certificate of registration for the final exam stating the expected end of the exam,
 - c) if the lessor can no longer reasonably be expected to continue the rental relationship due to significant or constant breaches of contract by the lessee.
- (5) The landlord can terminate the tenancy immediately if the tenant
- a) uses the rental object contrary to contract despite warning,
 - b) repeatedly disturbs the peace and quiet at night,
 - c) seriously violates the rental agreement, the house rules or user regulations or disturbs the peace of the house,
 - d) is in arrears with the payment of the rent or fails to pay the rent for a longer period so that arrears are equivalent to 2 months rent

§ 5 Extension of the lease

- (1) Leases is a temporary leases. With regard to the fact that the contractual partners agree that, due to the intended purpose of the student residence and the limited number of places in the residence, as many students as possible should be provided with a place in the residence on the basis of the rotation principle, an extension of the tenancy is only possible possible under certain conditions. The application for the extension of the lease must be submitted to the administration by **December 31st** at the latest. for the summer semester and by **June 30th.** for the winter semester. Applications received late can only be considered if the living space has not been re-let. However, there is no entitlement to this. An administration fee of €20 will be charged for a subsequent extension of the rental agreement.
- (2) The contracting parties mutually waive the right to invoke a tacit extension of the rental agreement in accordance with Section 545 of the German Civil Code after the end of the rental relationship; they mutually accept this waiver.

§ 6 Cancellation of leases

- (1) In certain cases, the student residence agrees to an early termination of the rental agreement. In any case, the prerequisite here is that the student residence of de BLLV find a suitable new tenant who

fulfills the administration requirement and thus ensures that the living space can be rented out seamlessly. A cancellation is generally only possible at the end of the month. There is no right to early cancellation. The hall of residence reserves the right to reject such applications without giving reasons. Applications for cancellations of leases must be submitted to the administration in the original (e.g. by fax or post) at least 3 months before the requested cancellation date. There is no possibility of cancellation for exchange students.

- (2) An administration fee of € 20 will be charged for the cancellation and offset against the deposit.

§ 7 Rent / utilities / rent adjustment

- (1) The monthly basic rent is currently € _____. The landlord operates according to the cost recovery principle. In the event of a change in costs, he is entitled to adjust the basic rent unilaterally after notifying the tenants in writing. In this case, the rent adjustment will take effect the following month.
- (2) In addition, the tenant has, without regard to the actual use of individual services (in particular electricity, gas, water, waste, sewage, fire, insurance, internet and telephone connection, caretaker, cleaning, maintenance costs, replacement due to wear and tear, acquisition costs and maintenance of the smoke detectors and the digital door locks, apportionment of the consumption costs of community facilities) to bear the proportionate operating costs according to the Operating Costs Ordinance in the currently applicable version or subsequent ordinance of currently € _____. In addition, the landlord is entitled to pass on other operating costs to the tenant according to Section 2, Item 17 of the BetrKV.
- (3) After the end of the accounting year, the landlord prepares a statement of the operating costs. The flat-rate operating costs are then rounded off to full euros for the next year.
- (4) The tenant must ensure that his account has sufficient funds for the contributions to be debited.
- (5) In the last rental month, the right to use the apartment ends on the 25th of the month in question, or on the last working day before the 25th. For reasons of cost recovery, there is then time to repair major damage, especially at the end/beginning of the semester to enable a smooth re-entry. Rent and operating costs are still payable for the whole month.
- (6) There is agreement between the tenant and the landlord that the landlord is entitled to increase the

rent and/or the flat rate for operating costs in accordance with the resolution passed by his responsible bodies, in particular the board of trustees.

§ 8 Payment of rent and utilities

- (1) The rent including operating costs is due monthly in advance, at the latest by the 5th of each month, and will be collected by direct debit in favor of the account of Stadtparkasse Augsburg, IBAN: DE67 7205 0000 0252 2078 08.
- (2) The tenant is obliged to give the landlord a declaration of SEPA Direct Debit Mandate for the monthly rent including the flat-rate operating costs from his account by direct debit.

§ 9 Default

If the tenant defaults on the payment of rent and/or operating costs as a result of a circumstance for which he is responsible, he must pay an administration fee of €10 in addition to any bank charges.

§ 10 Deposit

- (1) Before the rented room is made available, the tenant must pay a deposit of EUR 550 into the Stadtparkasse Augsburg account, IBAN: DE67 7205 0000 0252 2078 08.
- (2) The deposit does not earn interest in favor of the tenant (§551 Para. 3 Clause 5 BGB).
- (3) During the term of the tenancy, the lessee cannot offset the deposit against the lessor's claims.
- (4) The deposit will be repaid no later than 2 months after the end of the tenancy and the tenant has moved out, if the landlord is not entitled to a counterclaim from the tenancy. The right to repayment expires 6 months after this date if the repayment cannot be made for reasons for which the lessor is not responsible, in particular if the lessee has not given the lessor a new address.

§ 11 Right of offsetting and retention

- (1) The tenant can offset against a rent claim with a claim from §§536 a, 539 BGB for damages and reimbursement of expenses due to defects in the rented rooms or a claim for repayment of overpaid rent or exercise a right of retention if he has notified the landlord of this in text form at least one month before the rent is due.
- (2) The lessee can only offset other claims if they are undisputed or have been legally established. Here, too, he can only exercise a right of retention if he has notified the landlord of his intention in writing at least one month before the rent is due.

§ 12 Notice of defects

- (1) Defects in the rented apartment or its furnishings that are present at the time of handover or that arise in the course of the tenancy must be reported to the lessor immediately in writing by the lessee.
- (2) The tenant is obliged to carry out an inspection immediately upon taking over the apartment and to report any complaints to the landlord within one week using the "Inventarliste-Mängelangaben" form given to him upon handover. If the tenant fails to do this, the apartment as a whole is considered to have been in order when taken over. At a later point in time, the tenant cannot refer to the fact that damage already existed when he moved in.
- (3) The tenant is liable for damage caused by culpable violation of his duty to look after the flat and in particular to disclose any damage to the apartment and/or to the furnishings in it. In this respect, the tenant is also liable for damage by persons who stay in the rented property or visit it with his consent. The lessor is responsible for proving that the cause of the damage was placed in the lessee's danger area. The tenant is then responsible for proving that the damage was not caused deliberately.
- (4) The tenant is obliged to inform the landlord of the person who caused the damage to the apartment and/or the furnishings there, including their name and address, if in individual cases the damage was not caused by the tenant himself.

§ 13 Non-Contractual Use

- (1) The tenant is not permitted:
 - a) to allow other persons to use the rented room alone or for joint use without the written consent of the landlord;
 - b) subletting;
 - c) to keep animals. In addition, neither residents nor visitors are allowed to bring animals;
 - d) to bring additional pieces of furniture into the rented room or other premises without the written consent of the landlord, or to change the equipment of the rooms or circulation areas or to make structural changes, in particular conversions and installations.
 - e) to leave the items brought with him/her in the rented room or in the buildings of the student residence after the end of the tenancy, unless the landlord asserts a landlord's lien on these items;
 - f) to have key chips made for oneself or to let others have key chips;

g) to park deregistered vehicles in the parking spaces belonging to the student residence. In the event of infringement, the lessor is entitled to have the vehicle towed away with the risk of scrapping it. The tenant has to bear any costs. The landlord reserves the right to assert further claims for compensation;

h) to park vehicles outside of the designated parking spaces or parking spaces rented by the resident, e.g. on driveways and fire brigade routes. The specially designated parking spaces for the home manager and service vehicles must always remain free. In the event of violations, the lessor is entitled to have the vehicle towed away at the owner's expense;

i) to block the roads in the underground car park with parked vehicles;

j) to park bicycles in the underground car park;

(2) Violations of the stated obligations lead to termination of the tenancy. We reserve the right to assert claims for damages.

§ 14 Disclaimer

(1) The no-fault liability of the lessor for initial material defects is excluded. §536 a paragraph 1 BGB does not apply.

(2) Apart from that, the Lessor assumes no liability, in particular for

a) the loss or damage to the items brought in by the lessee;

b) the improper delivery or loss of incoming mail for the tenant or items handed in for him;

c) damage to or loss of vehicles, even if they are parked in the hostel provided for this purpose or in other areas of the hostel;

d) Participation in all events of the home; this is done at your own risk and without any claims for compensation. This also applies to other leisure activities of the residents in relation to the landlord.

§ 15 House rules

(1) The house rules attached to the rental agreement as Appendix are part of the rental agreement; it can be changed by the landlord unilaterally and without the consent of the tenant.

(2) The tenant is responsible for cleaning the rented property. The tenant undertakes to treat the rented property, the common rooms, the furnishings and

the outdoor facilities carefully. The tenant is obliged to protect and look after the rented property.

(3) The tenant is given the following for the rental period when moving in:

- room key chip of the locking system and

- mailbox key.

The locking system must not be changed. If a key and/or key chip is lost, or not all keys and key chips can be returned to the lessor when you move out, the lessor is entitled to have the relevant keys and key chips and all associated locks changed or replaced by new ones at the lessee's expense. Loss of keys and/or key chips must be reported to the lessor immediately. The tenant will be charged for the replacement of the locking devices.

(4) Violations of the obligations mentioned in paragraphs 1 - 3 and in the house rules lead to the termination of the tenancy without notice. We reserve the right to assert claims for damages.

(5) All residents of the house are required to ensure domestic peace. This is especially true at celebrations.

(6) Neither clothes nor bedclothes may be hung over the balconies (decree of the city of Augsburg).

§ 16 Cosmetic repairs, maintenance and repairs

(1) The tenant is obliged to treat the rented rooms and their furnishings with care and keep them free from vermin and to ensure that the rented property is properly cleaned and that the rooms let to him are adequately ventilated and heated.

(2) The lessee must ensure that cold and hot water are drawn from each fitting for at least 30 seconds at least every third day. This is necessary to prevent a concentration of legionella. If you are absent for a longer period of time, especially after the semester break, you must run the water for about 5 minutes.

(3) The tenant is obliged to carry out the cosmetic repairs professionally.

(4) The balconies and exterior walls may not be painted arbitrarily.

§ 17 Access rights

(1) The apartment is integrated into a locking system that may not be changed. The tenant expressly agrees that the landlord has a master key. The rented rooms can be entered by the manager of the residence and by persons authorized by him to do so on working days after reasonable notice, in emergencies (danger to life and limb, risk of property

damage, e.g. water damage and damage from overheating of electrical devices, especially on weekends and during the semester breaks) they can also be entered without them and at any time, even in the absence of the tenant.

- (2) If the lessee asks for a defect or damage to be repaired, this implicitly includes that the repairs are carried out by a representative of the lessor during normal working hours (usually between 8 a.m. and 5 p.m.) without notification, unless something else is agreed upon.
- (3) The landlord may undertake repairs and structural changes that are necessary to maintain the house or the rented rooms or to avert impending dangers or to eliminate damage, as well as take measures to improve the rented rooms or other parts of the building to save energy or water or to create new living space, even without the consent of the tenant. This also applies to work that is not necessary but useful. In particular, the tenant must tolerate the pest control measures required to protect the residents.
- (4) If the tenant has to tolerate the work, he can neither reduce the rent nor exercise a right of retention, nor demand compensation for the impairment. However, the tenant has a right to a reduction in the event that the measures taken by the landlord completely prevent the use of the rented rooms, significantly impair them or lead to particular annoyances for the tenant.
- (5) During the summer semester break, the caretaker inspects the apartment, the purpose of which is to record the condition of the rented property, to identify and remedy damage at an early stage and to be able to remind the tenant of his obligation to look after the property. This apartment inspection will be announced in writing at least one week in advance by means of a notice. The tenant is obliged to be present and can make an appointment for the inspection period. If no appointment is made, this means permission to enter unannounced during normal working hours (see paragraph 2).

§ 18 Tenant obligations upon termination of the lease

- (1) At the end of the tenancy, the tenant must return the apartment he has rented in accordance with the "Abnahmeprotokoll that was handed over when moving out.
- (2) In particular, the tenant is therefore obliged to arrange an appointment with the caretaker of the student residence to return the rented property no later than 2 weeks before moving out, exclusively via the online appointment (homepage). He also

has to give his address and to return the rented property in a thoroughly cleaned condition. The walls and ceiling of the apartment must be freshly painted, otherwise the tenant must expect the room to be painted again at his own expense.

- (3) The lessee is liable to the lessor for damage caused to the lessor by the fact that the lessee does not return the rental property in good time and free of defects after the end of the tenancy and the lessor is therefore unable to re-let it.

§ 19 Custody of brought goods

- (1) If the tenant leaves the apartment after the end of the tenancy without agreeing on a handover date and leaves behind things that he/she has brought in with the intention, which can be seen from the circumstances, to finally give up possession of the room, the landlord can take the things of the tenant into custody and rent the room to others.
- (2) The lessee must pay the lessor the costs of storing his or her belongings, the minimum amount of which has been agreed to be EUR 3 per day. The lessor is only liable for the loss, destruction or damage of the items in the event of intentional or grossly negligent conduct by his vicarious agents.
- (3) If the lessee does not collect the items within 14 days after moving out, this behavior is deemed to be a surrender of ownership of the items. After the 14-day period has expired, the landlord can have the items removed at the tenant's expense.

§ 20 Explanations

Insofar as declarations by the tenant are to be made to the landlord according to this contract, these are to be made exclusively to the administration of the student residence, Leharstraße 6 in Augsburg. Written declarations of intent by the landlord to the tenant are deemed to have been received when they are posted in the tenant's mailbox in the residence.

§ 21 various

- (1) Should individual provisions of the rental agreement be ineffective, the rest of the contract remains effective.
- (2) Ancillary agreements, changes and additions to the contract must be in writing.
- (3) The provisions of the fire police regulations are part of the rental agreement. They are attached to the rental agreement as Appendix . Failure to comply with these regulations may result in termination without notice for safety reasons. Every resident of

the home is obliged to actively participate in the annual fire brigade exercise if present.

(4) The in-house network/internet in the rented property is to be used in accordance with the terms of use for the in-house network/internet attached in Appendix.

§ 22 Fees

The landlord has to manage the living space according to the cost recovery principle. Therefore, additional administrative costs for the general public must be avoided and allocated to those who cause them. The parties therefore agree on the following flat-rate administration fees:

- Administration fee for reminders € 5
- Delay in rent payment € 10

- Administration fee for enrollment certificates received late € 20
- Administration fee for extension applications received late € 20
- Administration fee for acceptance date received later than 2 weeks before end of rental € 50

§ 23 Data processing

- (1) The processing of the personal data of the tenant is necessary for the establishment, implementation and termination of the tenancy. The data processing takes place on the legal basis of Art. 6 (1) b DSGVO.
- (2) To ensure short communication channels, the lessee must inform the lessor immediately of any changes to his e-mail address and mobile number.