

**TENANCY AGREEMENT FOR AN APARTMENT IN A STUDENT HOSTEL AT THE
UMWELT-CAMPUS BIRKENFELD**

The following tenancy agreement has been concluded between

Campus Company GmbH; Block 9928 Neubrücker Straße, 55768 Hoppstädten-Weiersbach

- landlord -

and

XXX

- tenant -

§ 1 RENTAL PROPERTY

1. The landlord shall rent out the following property to the tenant in the student hostel at Umwelt-Campus Birkenfeld.

Apartment type:	XXX-Apartment
Building:	XXX
Apartment no.:	XXX
Room no.:	XXX
Total area, including kitchen/bathroom (proportionate for shared apartment (WG) approx.	XXX

2. The rooms are rented out exclusively for living purposes with reference to the special purpose of studies, so that every other use is explicitly forbidden. The tenant is free to use the common rooms of the student hostel for their designated purposes. The tenant is aware that Umwelt-Campus is dedicated to the objective of environmentally friendly living and working and has committed itself to supporting these objectives to the best of its abilities.
3. The tenant is also aware of the state of the whole rental property. He has inspected all rooms together with their facilities and fittings, and he affirms that they are in a proper condition. There are no defects or damages, provided that nothing has been recorded in the handover report.
4. Procurement of more keys by the tenant requires the written consent of the landlord. If a key provided by the landlord or acquired by the tenant himself is lost, the landlord is authorised to have a replacement lock together with the required number of keys made and fitted at the expense of the tenant. All keys must be returned to the landlord immediately after completion of the tenancy.
5. The tenant is not authorised to replace the lock fitted by the landlord with his own.
6. The residential property is equipped with a kitchen as well as lights and the usual sanitary facilities. The tenant undertakes to use these facilities carefully. The tenant is authorised to set up and operate his own electrical equipment. This does not apply to:
- Washing machines
 - Dishwashers
 - Air conditioners
 - Ovens

§ 2 RESIDENCE ENTITLEMENT AND SUBLETTING

Persons authorised to reside in the student hostel at the Umwelt-Campus Birkenfeld are first and foremost properly registered students of the Hochschule Trier, located in Birkenfeld. The tenant affirms that he meets this condition and undertakes to present a certificate of enrolment for each current semester, for the duration of the tenancy. Each year, the certificate of enrolment must be submitted by 15th November for the winter semester and by 15th May for the summer semester. If this does not happen even after a warning notice with a deadline, the landlord can terminate the tenancy on special grounds after expiry of the deadline.

The tenant is not allowed to sublet, cede the right of use or change the use of all the rented rooms or part of the rented rooms, nor to exchange the apartment without the prior consent of the landlord.

Any type of subletting (even partial) or any other form of cession of use (even if free of charge) for the rental property to third parties is forbidden.

Only in justified exceptions may the tenant cede the apartment to an authorised third party for use during his temporary absence from the college campus, after obtaining written consent from Campus Company GmbH. The tenant and subtenants shall be liable for this and all other obligations of the tenancy agreement as joint debtors.

When moving into or out of the student hostel, the tenant is obliged to notify the police accordingly within the timeframe stipulated by law.

§ 3 RENTAL PERIOD

1. The tenancy begins on **XXX** and ends on **XXX** without the need for a written notice of termination. Since the housing units are not available in sufficient numbers for all students, the period of residence in the student dormitories must be limited in time. The basic period of residence is ten semesters. In the event of premature termination, the statutory period of notice pursuant to **§ 573c BGB**.
2. The tenancy shall become effective only once the first payment of rent, the complete settlement or the first deposit instalment has been received. Prior to this, the tenant has no right to claim occupancy of the residential rooms. If the tenancy does not become effective for reasons for which the tenant is answerable, the landlord is entitled to claim damage compensation in amount of the rent up to the end of the semester. The tenant is free to prove lesser damage.

§ 4 PAYMENT OF RENT AND OTHER COSTS

- The monthly rental payment for the whole apartment amounts to **EUR XXX** and relates to:

Basic rent for apartment	XXXXXX EUR
Furnishing	XXXXX EUR
Telephone costs (for calls made internally)	0,00 EUR
Internet costs	12,00 EUR
Advance payment for heating costs and operating costs	XXXXX EUR
Total monthly payment	XXXXXX EUR

- Furthermore, all heating and operating costs within the meaning of the Operating Costs Ordinance (http://www.gesetze-im-internet.de/betrkv/___2.html) that are not included in the rent, shall be applied to the rent. A copy is enclosed as Annex 2 and forms a component of the tenancy agreement.
- The tenant is obliged to pay the proportionate operating costs of the heating and hot water supply. The costs to be accounted for are constituted in accordance with clause 4 of Article 2 of the Operating Costs Ordinance as well as Articles 7-9 of the Heating Costs Ordinance. The tenant shall, in addition, pay for the interim meter reading which results from him moving in.

The heating and hot water costs shall be applied in accordance with the legal invoicing criteria. These costs are currently based on living space or floor space or the enclosed space and take into account heat consumption criteria. If heat meters, heating cost distributors, water meters and/or hot water cost distributors are used, the costs will be distributed as follows:

- 70% of the heating and hot water costs according to heat meter readings, heating cost distributors, hot water meters and/or hot water cost distributors, and
- 30% of the heating and hot water costs according to the living and/or floor space.

The costs of the heat consumption recorded in common rooms - e.g. stairwell, laundry room, drying room - are apportioned according to the proportion of the living space and/or floor space of the building. The landlord is authorised to change the invoicing criteria within the legally permissible framework, if there is legitimate interest to do so.

The assembly and installation of additional ovens or furnaces is permitted only with authorisation from the landlord. The aforementioned agreements shall apply mutatis mutandis to the delivery of district heating and/or district hot water.

- The advance payments are billed once every year. The accounting period is 01/10 - 30/09 of a calendar year. The landlord is authorised to change the accounting period for reasons of expediency.
- If the heating or operating costs increase or decrease, the landlord is authorised to reset the advance payments with effect from the month following the annual statement of account. If new operating costs are incurred that fall under the Operating Costs Ordinance or if this is extended, the landlord can also apportion the new costs to the tenant and demand adequate advance payment effective from the time of receiving the information.

§ 5 PAYMENT OF RENT AND OTHER COSTS

- The monthly rent payments for residential space together with advance payment of additional costs currently amounting to **EUR XXX** will be debited by the landlord on the 1st of every month in advance from the tenant's account using direct debit (SEPA-based direct debit scheme). If the 1st day of the month does not fall on a working day, the debit will be effected on the following working day. The initial SEPA direct debit will take six working days for the bank to process. The tenant is obliged to participate in the direct debit scheme.

Bankname: _____
IBAN: _____
BIC: _____

- The first rent payment must be effected upon taking up occupancy of the rented rooms, at the latest.
- Payments repeatedly not made on schedule do not lead to a change of the due date agreed on in paragraph 1. We would like to expressly draw your attention to the extraordinary right of the landlord to terminate the agreement pursuant to Article 543 of the German Civil Code (BGB).
- The landlord can, at his discretion, set off any payment of the tenant against a lump sum payment of heating and/or operational costs, costs of any possible prosecution including costs of reminders and interest accrued, rent arrears and current rent, if the tenant does not reach an effective designated purpose in each individual case. If the tenant owes the landlord interest and costs in addition to the main service - e.g. rent, telephone and Internet fees, compensation for expenses and damages, etc. - the repayment terms will only be effective if the payment is first set off against the costs, then against the interest and lastly against the main service. If the tenant decides on a different offset, the landlord can decline acceptance of the payment.

§ 6 SURETY AND THE RIGHT OF LIEN

- The tenant irrevocably undertakes to pay to the landlord surety amounting to three months' net basic rent, i.e.

XXX EUR

for the fulfilment of all the landlord's demands; payment is to be made to the **account at the:**

Kreissparkasse Birkenfeld, IBAN: DE04 5625 0030 0001 1663 60, BIC: BILADE55XXX. The deposit does not incur interest.

2. The landlord must invest the surety amount in a credit institution separate from his other assets. The landlord alone is irrevocably authorised to dispose of property and legitimised to do so.
3. The tenant declares that items brought along by him when moving into the rental property are his own belongings and they are not pledged items or items assigned as collateral. This does not apply to the following items:

.....

§ 7 REDUCTION, OFFSETTING AND RETENTION

The tenant cannot decrease the rent if he is responsible for the defects on the rental property. Furthermore, the legal regulations shall apply.

§ 8 COSMETIC REPAIRS

1. The tenant shall bear the cost of cosmetic repairs. These include particularly painting, whitewashing or covering of walls and ceiling with wallpaper, taking care of the carpeting and the interior coating of windows, painting of doors, radiators, supply pipes as well as all other painting work within the rooms, including the built-in furniture. He has the obligation to furnish proof for the scope of cosmetic repairs carried out in the course of the tenancy. For purposes of carrying out cosmetic repairs, the following deadline schedule has been agreed on as a guideline:

3 years: Kitchens, bathrooms and showers
 5 years: Living rooms and bedrooms, corridors, entrance hall and toilets
 7 years: other ancillary rooms

The deadlines previously indicated shall begin at the commencement of the tenancy. If the individual wear and tear shows that the deadlines have been conceived too close to each other or too far apart, the contracting parties shall agree on the necessary repairs in keeping with requirements. The indicated deadlines are merely reference values, from which the parties can deviate in the case of more severe or weaker wear and tear.

2. The cosmetic repairs must be done professionally. If there is need to apply new wallpaper, the old wallpaper must be removed.
3. If the tenancy ends before the lapse of the deadline schedule indicated in Paragraph 1, the tenant shall participate in the required cosmetic repairs pro rata temporis according to the duration of the tenancy. Either the scope of this expense is determined by a non-binding price quotation from a specialist shop, and the tenant bears the pro rata costs of the cosmetic repairs or he shall carry out the repairs himself pro rata and in such a way that, after consultation with the landlord, the cosmetic repairs are done in one part of the rental property to the aforementioned deadlines in accordance with the duration of the tenancy. The proportionate obligation to bear costs also applies particularly to the common rooms within the shared apartments (WGs).
4. If the tenant delays with his obligation to carry out cosmetic repairs as mentioned above, the landlord can set an adequate grace period for him to deliver the service accompanied by a statement that he (the landlord) will reject the carrying out of the cosmetic repairs by the tenant after expiry of the grace period. After expiry of the grace period, the landlord is authorised to have somebody else carry out the required work at the expense of the tenant or to demand compensation for non-fulfilment of obligation.
5. If the tenant moves out of the rental property without leaving a declaration stating that he will take on the necessary cosmetic repairs, this will be regarded, in case of doubt, as a serious matter and a definite indication of refusal to fulfil the obligation.

§ 9 STRUCTURAL ALTERATIONS

1. The tenant must tolerate building work in the context of the legal regulations (Article 554 of the German Civil Code).
2. The tenant may only then carry out structural alterations and changes to the existing facilities and fittings, particularly modifications and installations, change of installations, attachment of outer Venetian blinds, awnings and flower boxes as well as the reconstruction and modification of fire places and attachment of shelves or similar facilities, if the landlord has agreed in writing beforehand and the required official authorisation has been issued. Tiles must not be damaged.

If the landlord approves such structural or other modifications, the tenant shall bear liability, without burden of proof, for all damages arising from the setting up and operation of such facilities. The landlord can demand the elimination of the said modifications and the restoration of the earlier condition when the tenancy ends. The assertion of use compensation entitlements is excluded.

§ 10 MAINTENANCE AND REPAIR OF THE RENTED ROOMS

1. The tenant shall bear the costs for smaller maintenance and repair work on the objects listed below, insofar as they are subject to his immediate influence, in the individual case up to an amount of €50.00 per repair undertaken. This concerns the following objects: window and door locks as well as fastening devices for windows, shutters, light and bell systems, house intercoms, aerial sockets, letter boxes, heat meters, locks, water taps, flush toilets, wash and drain basins including supply and discharge pipes, ovens, stoves, valves, gas and electrical appliances and similar equipment, bathroom facilities and hot water installations including supply and discharge pipes, instantaneous water heaters as well as glass panes.

2. The tenant is liable to pay compensation for damages to the rented rooms and the building, as well as the facilities belonging to the rented rooms in the building, particularly common rooms, provided that this was caused by him or persons belonging to his household, subtenants, visitors, suppliers, workers and any similar persons, and he is liable for this.
3. The tenant is obliged to report immediately in writing to the landlord any damages or defects of the rented apartment or the residential building, irrespective of whether they were caused by him or not. In cases of delayed notification or where notification has not been provided, the tenant shall be liable for the damage resulting from it; furthermore, reduction of rent is excluded.
4. The tenant is liable to the landlord for damages which have been caused by breaches to the due diligence and notification obligations incumbent upon him. This applies particularly to the improper handling of supply and drainage pipes, toilets and heating systems as well as insufficient ventilation, cleaning, heating and frost protection measures. If damages occur in the exclusive risk and responsibility area of the tenant, he must prove that these have not been caused by his fault or the fault of liable third parties.

§ 11 PARKING OF MOTOR VEHICLES

1. Motor vehicles of any kind, especially cars, motorcycles, motor scooters, mopeds etc. and bicycles, may only be parked on the property with the consent of the landlord. Only the parking spaces provided for this may be used.
2. The parking of motorcycles, motor scooters, bicycles, prams, etc. in the rooms of the student hostel, especially in the stairwell, cellar, corridor or in the rented property, is forbidden. This applies particularly to combustible motor vehicle accessories of all types. Exceptions to this rule can only be allowed in individual cases, if the tenant proves a special interest in the item and if there is no objection from fellow tenants or other persons.
3. Motor vehicles of any kind that are not in constant use or not reported to the police may not be parked on the premises of student hostels managed by the landlord. Vehicles that are nevertheless parked there will be removed at the expense of the tenant if he delays in removing them himself. In this case the tenant shall expressly forgo his rights as owner of the vehicles that have been parked in breach of his obligations.

§ 12 PLACING OF OBJECTS IN THE COMMON ROOMS

1. Placing of objects (bicycles, shelves, rubbish, shoes etc.) in the corridors, the stairwell and the cellar is strictly forbidden in accordance with fire regulations. Anything contrary to this shall only apply after consultation with all residents of the particular hallway and after obtaining consent from the landlord. Authorisation will not be granted for electrical appliances.
2. Only bicycles and prams may be parked in the bicycle rooms, if available. Parking of motorcycles in the bicycle rooms is forbidden.

§ 13 LIABILITY & INSURANCE OF THE TENANT

1. Claims for compensation by the tenant due to additional defects in the rented property are excluded, unless the landlord is guilty of malicious intent or gross negligence. Furthermore, the landlord shall only be liable for malicious intent or gross negligence, including any such behaviour on the part of his agent. The performance claims of the tenant shall remain unaffected by this, including his legal right to the termination of the agreement without notice and to the reduction of rent.
2. The landlord shall not be held liable for interruptions to the heating and hot water supply which are caused by fuel shortages or damages at the said facilities. In such cases the tenant shall refrain from claiming compensation. Article 536 (4) of the German Civil Code shall remain unaffected. A reduction in the rent shall, however, only be considered if the complaint about the defect was reported in writing.
3. The landlord shall also not be held liable for damages incurred by the tenant resulting from fire, smoke, snow, water, humidity, dry rot and mould, unless it can be proven that these damages were caused by gross negligence of the property on the part of the landlord and the latter refrained from rectifying those structural defects, insofar as they are within his means in relation to the rent, despite a request by the tenant and an adequate grace period set for him to do so.
4. The tenant is obliged to take out an insurance policy for the rental property, at his own expense, against glass breakages, fire, burglary and theft, as well as water damage insurance and personal liability insurance. Upon request by the landlord, the tenant is obliged to provide proof of the above-listed insurances by presenting the original policies. If the rental property is damaged or destroyed by one of the risks covered by the insurance policies mentioned, the tenant shall immediately assign the corresponding insurance benefits to the landlord. The landlord hereby accepts the assignment of the benefits.

§ 14 KEEPING OF PETS

Due to the specific nature of a student hostel, the keeping of pets in rented rooms is not permitted. The landlord can give permission in this regard on a case by case basis, taking into consideration the special circumstances.

§ 15 ENTRY INTO THE RENTED ROOMS

1. In the interest of all tenants, maintenance work and meter readings shall be handled jointly to save costs. The tenant shall therefore allow the landlord or his authorised agent to enter the apartment on weekdays between 8 a.m. and 5 p.m. after prior and timely arrangement.
2. In case of emergency, access must always be granted.
3. The tenant states that for the purpose of regular checks and monitoring, the landlord may also access the rental property at intervals of two semesters, independently of the maintenance work mentioned. This inspection has to be communicated in writing at least two weeks in advance and it must be conducted in the presence of the tenant.

4. The landlord is also entitled to this right of entry in the presence of the tenant, to enable him to show the apartment to potential new tenants or prospective customers.
5. If damages caused by delays occur due to a fault of the tenant, the latter is obliged to pay compensation (e.g. for failed attempts by contracted companies to access the premises, etc.).

§ 16 TERMINATION WITHOUT NOTICE

1. The tenancy can be terminated by the two parties in the tenancy relationship any time without notice, provided there are legal grounds to do so. One such important legitimate reason is if a continuation of the tenancy up to its expiry as stipulated in the contract does not seem reasonable to the other contracting party.

The landlord may terminate the tenancy without adherence to the period of notice,

- if the tenant is no longer authorised to live in the premises in accordance with Article 2 (1),
 - if the tenant does not prove his right to live in the premises in due time contrary to Article 2 (1) and a deadline set for him to do so has also expired without success,
 - if the tenant falls into arrears on two successive occasions with the payment of the rent or of parts of the rent amounting to a total of two monthly rents,
 - if the tenant does not use the rental property as stipulated in the contract, a caution from the landlord notwithstanding, and particularly if he sublets or relinquishes the property in any other way to a third party without authorisation,
 - if the tenant violates the housekeeping and hostel regulations in a culpable manner, and continues to do so despite being cautioned,
 - if the tenant commits criminal offences against the landlord. This includes, in particular, any type of damage to property.
2. If the tenancy is terminated through cancellation by the landlord without notice or in any other way at the instigation of the tenant, the tenant shall be liable until the expiry of the tenancy period - however, for a time not exceeding one year - for any damage incurred by the landlord as a result of not being able to further rent out the property or only being able to rent it out at a lower rent.

§ 17 END OF TENANCY

1. When the tenancy ends, the tenant has to vacate the rental property and hand it back to the landlord after cleaning it completely. Furthermore, the tenant is obliged in accordance with Article 1 (3) point 3, to hand over all apartment keys to the landlord.
2. If the tenant does not give back the rental property after completion of the tenancy or delays doing so, the landlord can demand the agreed amount of rent as compensation for the duration of the withholding period, or instead he can demand an equivalent amount of rent for comparable rooms in the region and at the current market rates. The assertion of further damage claims cannot be ruled out if the return of the property has not taken place because of circumstances for which the tenant is liable.
3. The tenant is obliged to be present at the inspection, which shall take place during the property management's office hours. The inspection appointment must be arranged with the property management. If the tenant culpably misses the inspection appointment, the onus of proof shall be on him for the defects discovered during the inspection.
4. The tenant shall relinquish his ownership right for items left behind at the time of moving out and not collected within one year - commencing from the time of inspection of the apartment. After expiry of the said period, the landlord shall assume ownership of the items. The landlord will not issue any special communication for this.
5. In the event that the tenant moves out of the apartment prematurely, before expiry of the tenancy, the landlord is authorised to carry out repair work in the rented rooms and to visit the rental property with prospective new tenants. The tenant is not entitled to demand refund of the rent if he moves out prematurely.

§ 18 GROUPS OF PERSONS AS TENANTS

If common use of the kitchen and bathroom is regulated in this tenancy within the context of a shared apartment, the tenants in this shared apartment shall be liable to the landlord as joint debtors for damage compensation and other claims. This shall also apply particularly with regard to the additional costs arising from use of the common rooms.

§ 19 OTHER AGREEMENTS

1. Any amendments and additions to this contract must be made in writing. Additional supplementary agreements shall only become effective if they are concluded in writing.
2. Verbal supplementary agreements are not affected. If individual provisions of this agreement should become invalid or be declared void, the validity of the remaining provisions shall not be affected. The void provision shall be replaced by the provision that comes closest to it in terms of attaining the contract purpose. If the invalidity is based on a performance or time provision, the invalid provision shall be replaced by the legally permissible measure.
3. Written declarations of intent from the landlord to the tenant shall be deemed to have been received on the day after they are delivered to the tenant's letter box.

4. The tenant agrees to his current data being stored by Campus Company GmbH and used in an appropriate form for the purpose of arranging student hostel places and operating the hostels (tenancy agreements, telephone, additional costs, etc.) for the duration of the tenancy and for another year after completion of the tenancy.
5. The following Annexes are components of the tenancy agreement and are enclosed with it:
 - Annex 1: Housekeeping and hostel regulations
 - Annex 2: Important information for tenants
 - Annex 3: Price list inventory
6. Relocation within campus without adhering to the three-month period of notice is possible any time after payment of an administrative fee of €100.00 (provided there are vacant apartments). You must of course look for a new tenant for your apartment/room at the beginning of the change.

By appending his signature below, the tenant confirms that he has read the Annexes listed above. Furthermore, the tenant accepts the regulations contained in the Annexes and undertakes to follow and respect them.

Hoppstädten-Weiersbach, _____

-Landlord- (Campus Company GmbH)

-Tenant-