

§ 3

The tenant agrees that there is an authorised interest in the arranged termination of the rental agreement due to the fact that the provision of rooms for rent in the Halls of Residence is indirectly supported by the state and that, by means of rotation, as many students as possible are to be provided with a room, bearing in mind the limited number of rooms in the Halls of Residence.

§ 4

Not applicable

§ 5

1. As well as the monthly rent the tenant agrees to pay the operating costs pro rata appendix 3 to § 27 II. BV (Verordnung über wohnwirtschaftliche Berechnungen) at any one time valid version and respectively any version in succession, regardless of the actual usage of the single services and providing that these not registered or calculated especially in detail. Hereupon the tenant agrees to pay a monthly payment in advance.
2. The total amount will be debited from the tenant's account monthly. The tenant agrees to issue a direct debit mandate for the duration of his stay.
3. It is agreed that from the moment of assertion that the rent includes all legal or official arrangements as well as any difference in cost caused by changes in loan interest or interest on ancestral buildings or omission of public benefits as well as changes and new implementation of additional charges and property apportionment of every description.
4. At the end of each accounting year the landlord provides a bill of costs covering the operating costs of the halls of residence and the payments in advance. The operating costs will be passed on to the residents on a pro rata basis. In the case of a tenant moving out during an accounting year the allocation of the operating costs is conducted at the following due billing proportionately to the rental duration and the accounting year. A shortage is to be balanced by an additional payment, a surplus will be refunded. Should the shortage or the surplus amount to less than € 1,- monthly per resident then it will be refunded in the following accounting period; after the termination of the tenancy the tenant waives his right of repayment. Should the payments in advance not cover the operating costs due to cost increase, then a raised payment in advance will be determined.

§ 6

1. The rent is due monthly in advance and must be paid by the fifth working day of the month.
2. The tenant agrees to pay the expenses should the direct debit be unfeasible.
3. The landlord has the right to charge a flat rate for administrative costs amounting to 10,-€ per each reminder.
4. With a valid reason the monthly rent can be deferred by a request in writing. The request has to be handed into the landlord before the payment date.

§ 7

1. No interest will be paid on the deposit. During the period of the tenancy the tenant may not settle outstanding debits from the landlord with his bond. The repayment of the deposit is to take place within 6 weeks after the issue of the rental settlement. It expires 6 months after the presentation of the rental settlement, should your repayment not be able to take place for reasons that the landlord is not responsible for.
2. After the period of tenancy the deposit will be used for the settlement of demands from the landlord should there be any open accounts. The repayment of the deposit does not influence the assertion of the demands according to § 5 Abs. 4.

§ 8

1. The landlord may terminate this agreement by serving written notice of termination at the end of a month, if the tenant
 - a) is not matriculated at the campus or is not doing final degrees.
 - b) fails to produce a certificate of study or a certificate with the application for the final degrees with the anticipated termination of the exam by November 30th for the winter semester or by May 31st for the summer semester
 - c) repeatedly violates the rental agreement or the rules of the house unless these violations justify a dismissal without notice.
 - d) is both student and an assistant, an intern or has a comparable income due to an occupational activity
2. requests a new rental agreement, then a fee of 30€ will be charged for administrative costs.

§ 9

The landlord may terminate the agreement without notice, if the tenant

- a) uses the rental object contrary to contract after having received warnings
- b) does not occupy the rental room himself unless the landlord has permitted a temporary subleasing during the absence of the tenant in advance.
- c) has violated the rental agreement or the rules of the house or disturbs the peace and quiet of the other tenants in a serious way.
- d) has been behind schedule with the payment of the rent on two consecutive occasions or has been behind schedule with the payment of a significant amount of the rent or has been behind schedule with the payment within a period that is longer than two due dates so that the rent amounts to that of two months.

§ 10

The landlord commits himself to operating the existing central heating from October 1st until April 30th should the outdoor temperatures make this necessary. The landlord can give no guarantee for continuous heating or hot water supply. If the heating or the hot water supply has to be turned off partially or completely due to a shortage in fuel, then the tenant has no right to claims of reduction or claims for damages. This also applies to necessary or unavoidable service interruptions of any description.

§ 11

The landlord is liable for personal injuries or property damages of his tenant and his visitors, also, for property that has been introduced by the landlord. This applies only if it is the landlord's fault or that of his assistants. The claim for damages by the tenant when the stated room in the rental agreement is not ready to move into on time is restricted to the landlord having to provide another room. Further claims are excluded.

§ 12

1. The tenant commits himself to keeping the rental object and the rooms, equipment and facilities meant for collective use in the same good condition. He is obliged to clean the rental object according to the rules and to air and heat the room adequately. Should a significant defect of the rental object or a precaution for the protection of the rental object against an unplanned danger be visible, then the tenant has to report this immediately to the landlord.

The tenant is liable for damages that are caused by culpable violation of his due diligence and disclosure duty, especially if technical installations or other facilities are treated inappropriately or if the rented rooms are not aired, heated or protected against frost adequately. The tenant has to prove that the blame is not his. This does not apply to damages in rooms, equipment and facilities that are also used by other residents.

2. After termination of the rental agreement the tenant agrees to hand over the rental object with the complete fixtures cleaned and well-swept and free from defects by 10.00 on the last working day of the duration of the tenancy. Until inspection and approval the tenant is liable for all damages that result from non-compliance by the tenant or a rental successor. This liability includes the return of the key to the property management. Should the tenant not hand over the rental object on the due date and not in the agreed condition then he gives up his claim of rectification of defects and agrees that the landlord has the rectification of defects performed by a third party and that the tenant must bear the costs.
3. The keys will be handed over to the tenant for the period of the tenancy when he moves in. Should a key get lost or should not all keys be handed back to the landlord when the tenant moves out, the landlord has the right to change or renew the mentioned keys and all existing locks at the expense of the tenant. The tenant is not entitled to replace the locks that have been installed by the landlord or to have further or spare keys manufactured.
4. The tenant is obliged to pay necessary consideration towards the other tenants and to act according to the rules of the house.
5. The tenant is liable for all damages caused by visitors.
6. The tenant is bound by the instructions of the landlord during the rectification of a defect.
7. The tenant is not entitled to sublet or allow others to live in his room without written approval from the landlord in advance.
8. The tenant agrees to prove his identity to the landlord or his delegate by producing an identity card, if requested.

§ 13

1. When moving in, the tenant acknowledges the rental object as being in good order and condition according to the handover certificate unless he notifies the landlord in writing about the deficiency within 14 days of his moving in.
2. The tenant waives his right of abatement of rent due to common deficiencies or damages caused by natural moisture in buildings, should the halls of residence be a new building completed in recent years.

§ 14

1. The tenant is responsible that the rental object can be entered for good reasons by authorised persons or by the landlord during the absence of the tenant.
2. The landlord is authorised to conduct repairs and structural alterations necessary for the preservation of the house or for the prevention of imminent danger or in order to remedy a deficiency, even without approval of the tenant in advance. This also applies to other repair work after the tenant has been notified in advance. In particular the tenant has to tolerate necessary pest control actions for the protection of the other tenants.
3. The tenant, who must tolerate the repair work for a reasonable period of time, is neither allowed to reduce the rent nor exercise the right of retention nor demand compensation due to damages.

§ 15

At termination of the tenancy the tenant must clear the rental object by 10.00 in the morning on the last working day before expiration of the contract. Should the tenant fail to satisfy this obligation, then the contacting partners agree that with the termination of the tenancy the direct possession of the rental object changes to the landlord and that the landlord has the right to re-rent the rental object after three days and to store the objects of the former tenant after an ineffective request of clearance and that the tenant waives his right to object to the forbidden withdrawal of possession. The former tenant hereby declares explicitly that he transmits his possible possession and ownership of the stored objects to the landlord after one year.

§ 16

1. The tenant hereby declares explicitly that after notification on the bill-boards he transmits his possession and his ownership of unlabeled objects left behind in rooms that are generally accessible and of unlicensed cars on the premises of the halls of residence to the landlord.
2. The landlord has the right to have the unlicensed cars that are parked on the premises of the halls of residence scrapped at the tenants expense.

§ 17

1. The setup of the operating costs, the current valid rules of the house and fire protection code are elements of this contract. If the landlord has installed the wiring facilities in order to use the www (internet/uninet) in the rental object the tenant is bound to the conditions of use by the student union that are also elements of this contract. The tenant declares to have received these as attachments to the rental agreement.
2. A declaration of intention in writing of the landlord to the tenant is regarded as delivered when inserted in the tenant's letter box.
3. Should single clauses of the rental agreement be invalid, the others still remain valid. An alternative clause aiming at obtaining the same economic or legal success within the legally permitted boundaries shall be deemed to be agreed upon.
4. The necessity of handling of personal data result from the administrative enforcement of the application for admission of a room in the halls of residence and the rental agreement.
5. Further arrangements are only valid in written form.

§ 18

Other arrangements

- a) **The common rooms within the flat are available to all the occupants of this flat. All tenants of the flat can be made liable in equal parts for damages and defects in these rooms.**
Every tenant commits himself to register immediately at the local energy provider (group domicile).
- b) **Every debtor is liable jointly for all obligations resulting from this rental agreement. The termination of this contract ahead of schedule by notice of the tenants according to § 4 is only possible by all tenants together. The landlord can terminate this contract by notice ahead of schedule even if the prerequisites are only fulfilled by one tenant according to §§ 8 or 9 (double apartment).**
- c) **The terms of the city of Erlangen and of the university Erlangen-Nuernberg are elements of this contract (Hartmannstr.,Erlangen).**
- d) **The tenant commits himself to use a bicycle or public transport instead of a car (Hofmannstr.,Erlangen).**
- e) **The tenant is obliged to clear snow and to strew sand or salt in winter at teh (halls of residences Ingolstadt Münzbergstraße and Beckerstraße 17).**

Studentenwerk Erlangen-Nürnberg