

General Terms and Conditions for Residential Complexes of the Studentenwerk Thuringia (Allgemeine Mietbedingungen für die Wohnanlagen des Studierendenwerks Thüringen)

§ 1 Rental Rooms, Accommodation Eligibility

- (1) Rental spaces in residential complexes or rooms of the Studierendenwerk Thuringia are rented out for temporary use for the purpose of studying according to §1 and 2 of the rental contract.
- (2) All students enrolled in one of the state universities or in one of the Universities for Cooperative Education (Staatliche Studienakademie) in Thuringia are eligible for accommodation in the residential complexes of the Studierendenwerk.
- (3) The Studierendenwerk Thuringia has the right to allow rental agreements with other persons still under training as long as the accommodation of those persons stated above is not endangered. Other persons do not have the legal claim to accommodation by the Studierendenwerk Thuringia as stated in par. 2.
- (4) The rentee is obligated to prove the continuation of his/her right to accommodation by presenting a valid certificate of enrollment of the respective educational institute at the beginning of each new semester without notification (winter semester by October 31st of each year, summer semester by April 30th of each year). If proof is not made in time, an overdue notice will be issued and charged (s. §12 (8)).
- (5) The rentee is obligated to inform the Studentenwerk if he/she has terminated his/her studies immediately.
- (6) The rentee is obligated to inform the renter if he/she is no longer eligible to accommodation and to vacate the rental rooms no later than by the next end of a semester.

§ 2 Rent Payments

- (1) Rent Payments are done through the direct debit authorization signed by the rentee according to §3 of the rental contract. The rentee is obligated to ensure sufficient funds in the account stated in the direct debit authorization at the time of the withdrawal. Costs resulting from insufficient funds are to be paid for by the rentee.
- (2) The total monthly rent (Gesamtmiete) is due on the 3rd weekday (Werktag) of the respective month. If the bank account does not have sufficient funds on the due date or rent has not been paid on that day, a first or as circumstances apply a second overdue notice will be issued and charged. If no payment is made still the renter has the right to request a legal default summons (gerichtlicher Mahnbescheid) and/or terminate the contract without notification.
- (3) In case of an important/urgent reason, a deferment of payment for the monthly rate can be applied for informally¹ (formlos). The application needs to be submitted at the Department for Student Living by no later than the 25th of the previous month.
- (4) A compensation against the rental claim is only possible in indisputable or lawfully established claims from the rental contract if it is a damage claim due to non-fulfilment of the renters obligations, and if the rentee has writingly declared his/her intention at least one months prior to the time of payment of the monthly rent.
- (5) The administrative board of the Studentenwerk has the right to raise or lower the monthly rent payments in case of changes in costs. Such an assertion has to be sent to the rentee in written copy. A termination due to changes in rental costs will be accepted.

§ 3 Security Deposit (Kaution)

- (1) The rentee has to pay a security deposit at the time of acquiring the rental object according to §551 par.1 BGB (Bundesgesetzbuch = Code of Federal Regulations, CFR) (see §12 (8)). The security deposit will be deducted from the rentee's account by the time the first rental payment is due. In justified exceptional cases, the security deposit can be paid cash at the day of the

¹ In Germany, an informal application still requires a formal cover note (Anschreiben) which is typed and signed.

deduction. The rentee does not have to pay interest on the security deposit according to §551 par. 3, Clause 5 BGB.

- (2) The lawful claim to the accommodation by the rentee becomes effective only after payment of the entire security deposit. After the termination of the rental object the security deposit can be allocated with
 - a) claims for compensation of the renter due to missing inventory or keys;
 - b) claims for compensation of the renter due to damages of the rental object;
 - c) outstanding rental payments or other claims of the renter.
- (3) The renter will wire the security deposit, respectively the not-allocated portions of the deposit, to an account aforementioned by the rentee to the renter after termination of the rental agreement and after the handing over of the rental object generally within two months.
- (4) If the refund of the security deposit or the not-allocated portions of the deposit by the renter is not possible due to reasons not to be accounted for by the renter (especially if the rentee has not informed the renter of his/her new address and bank account information), the claim to the refund of the security deposit will be forfeited after one year after the date of payment.

§ 4 Duration, Termination, and Extension of the Rental Agreement

- (1) The rental agreement begins on the date stated in the contract. The handing over of the rental object takes place on the day of the arrival at 12 o'clock (Noon). If the day of arrival is a Saturday, Sunday, or a legal holiday the handing over will take place the following work day (Werktag) at 12 o'clock (Noon).
- (2) The rental agreement ends after expiration of the period stated in the contract. It ends with the end of the semester in which the rentee loses his/her right to accommodation according to §1 (2). If the last day of the rental agreement is a Saturday, Sunday, or legal holiday the rental agreement ends on the last work day (Werktag) of the month.
- (3) An extension of the rental period stated in the contract needs to be requested by the rentee. The Studierendenwerk considers the request with regard to the *Guidelines to the Awarding of Accommodation* (Richtlinien zur Vergabe von Wohnplätzen).
- (4) The rentee has the right to terminate the rental agreement at the end of the semester in accordance with the lawful term of 6 weeks via written notice. In case of a termination, the agreement ends at the last work day (Werktag) of that month, as to which the agreement has been legally terminated, at 12 o'clock (Noon).
- (5) The renter has the right to terminate the rental agreement at all times without prior notice or term in accordance with §543 BGB if
 - the rentee owes the renter two monthly rental payments or a significant part of the rental payment;
 - the rentee has not paid the rental payments to the amount that matches the amount of the rental payments of two months for more than two times in a row, or respectively if the rentee pays his/her payments repeatedly late due to his/her own account.
 - despite warnings, the rentee has used the rental object (rooms) not according to contract, especially if the rentee has lent the rooms to third parties without authorization or if the rentee has endangered inventory, rooms, buildings or outdoor facilities due to behavior in violation to the contract or a neglect of his/her obligation to care.
 - the rentee has self-inflicting violated his duties/obligations in such a way, especially if the rentee has permanently disrupted the domestic peace, so that the continuation of the rental agreement cannot be asked of the renter (§ 569 par. 2 BGB).
 - a written violation of the rentee's duty to proper care is apparent (for example insufficient cleaning of the rooms, decay of the living areas).

§ 5 Handing Over of the Rental Object

- (1) Upon moving into the rental object (handing over of the rental object), the rentee is obligated to check the completeness and the state of the inventory and to confirm this via signature on the inventory checklist. The renter is to be informed about damages or defects immediately, but no later than within two days of noticing the damage or defect.
- (2) For the duration of the rental period the rentee is fully liable for damages or defects caused by the rentee.

- (3) Upon moving in, the rentee will receive all necessary keys from the renter. If the rentee loses the keys, he/she will be liable for all damages caused by the loss according to §10 (6). The rentee is not authorized to exchange the locks provided by the renter with own locks.

§ 6 The Rentee's Personal Property

- (1) Regardless of any insurance provided by the Studierendenwerk, the rentee needs to insure his/her personal property.
- (2) The rentee is obligated to store personal property solely in his/her rented rooms.

§ 7 Checking Out of the Rental Object

- (1) The rented rooms are to be returned to the renter thoroughly cleaned, ready for occupancy with complete inventory and all keys at the time of the end of the rental agreement.
- (2) During a preliminary check-out (Vorabnahme), approximately 6 weeks prior to moving out, an employee of the Department for Student Living will inspect the rental object. The rentee needs to be present for the preliminary check-out. If the rentee misses the check-out, he/she automatically agrees with all determined damages or defects. With the preliminary check-out all decisions (for example necessary aesthetic repairs according to degree of wear/usage) and the date of the final check-out of the rental object will be arranged.
- (3) Damages or defects determined at the final check-out (Endabnahme) as well as costs due to the rentee's fault (for example multiple necessary check-outs due to the need of the rentee, a delay of the moving out date) will be charged on the rentee's account.
- (4) The renter has the right to arrange for repair of all damages exceeding the usual wear of the rented rooms and their inventory and their consequences. The costs will be charged to the rentee's account (see §3 par. 2).
- (5) The contracting parties agree that the property of the rented object becomes the property of the renter upon the end of the renting agreement. Furthermore, the parties agree that the renter is authorized to re-rent the room/the housing complex and to store objects from the previous rentee considering that the rentee refrains from an objection to unlawful interference (verbotene Eigenmacht). After one year the rentee refrains from any claim to the stored property of the former rentee. The renter has, moreover, the right to destroy objects without any noticeable value. The renter is only liable for losses in case of gross negligence (grobe Fahrlässigkeit) or deliberate action (Vorsatz). He is not obligated to insure the objects or to take other security measures than for his/her personal property. For all costs for the renter resulting from the nonremoval of the objects, the rentee has to pay monetary compensation to the renter. Exercising the renter's right to seizure (Vermieterpfandrecht), the renter has the right to deny handing out the objects to the rentee until all such and other claims resulting from the rental agreement have been met.
- (6) In cases of moving out of shared housing arrangements, the rentee ending the agreement or moving away is obligated to include a statement from all roommates of the residential complex/apartment asserting that there are no claims pending against the person moving out and that the remaining rentees are liable to all damages occurring at a later point.

§ 8 Disclaimer of Liability (Haftungsausschluss)

As long as the Studentenwerk respectively its compliance partners are not imputed with gross negligence (grobe Fahrlässigkeit) or deliberate action (Vorsatz), the Studentenwerk Thuringia is not liable for

- the loss or damage of the rentee's personal property,
- incorrect mail delivery or the loss of the rentee's mail or other designated objects,
- the loss or damage of all kinds of vehicles even if those have been parked in designated parking lots or other areas of the residential complex;
- the personal property of the rentee.

§ 9 Hiring of the Rental Object to Third Parties and Visitor Regulation

- (1) All kind of sublease ("Untervermietung") or transfer of use ("Gebrauchsüberlassung") of the rental rooms to third parties by the rentee is only possible with the authorization from the renter.

- (2) In case of a single room a temporary accommodation of a private visitor for no longer than two weeks within the semester is allowed with authorization from the renter and, if applicable, the roommates.
- (3) The rental parties can agree upon a sublease for the time of the semester holiday (Semesterferien) through the Studierendenwerk. The consent of the renter depends on respective demands and is not demandable.

§ 10 Maintenance, Cleaning, and Damages

- (1) The rentee is obligated to
 - treat the rented rooms and their inventory with care and to keep them in good condition,
 - to clean the room or respectively the living complex regularly and thoroughly,
 - allow the renter inspection and examination of the rental object upon previous notice,
 - inform the renter or his/her colleagues of any damages or defects immediately, especially because the rentee will be held liable for damages or defects due to neglecting his/her obligation of notification, even though he/she is not responsible for the damage/defect himself/herself,
 - pay attention to economic consumption of heating, electricity, gas, and water,
 - to treat the rooms or facilities for general use with care and to keep those places clean after usage.
- (2) The removal of pests (Ungezieferbekämpfung) is the responsibility of the rentee and the renter. General means to remove pests are carried out by the renter while the rentee supports those measures (for example by cleaning the living complex before and after the measure). The rentee is obligated to use the rental object in a way that eliminates reasons for infestation of pests in the first place.
- (3) The rentee is obligated to provide compensation as high as the actual replacement value or the costs of the repair for damages arising during or at the end of the rental agreement as well as lost or damaged inventory parts which he/she is held liable for (see also §5 par. 2).
- (4) The renter is authorized to carry out improvements and building changes that are necessary for the preservation of the building/room or prevent future danger or eliminate damage without the consent of the rentee. This is also valid for measures which are not absolutely necessary but practicable. An adequate notification for predictable measures will be provided through public notices (Aushänge). The rentee needs to grant access to the respective rooms in case of the above-mentioned works. The rentee is not to interfere with the work. In case of substantial or long restrictions a temporary substitute-accommodation should be provided considering the current possibilities of the Studierendenwerk. Insofar as the rentee has to tolerate these measures/works, he/she cannot either change the rental payments or practice his/her right to detention, nor can he/she demand compensation.
- (5) The rentee is liable for damages on those objects maintained by the renter (buildings, inventory), if the damage has been caused by the rentee through a violation of the rentee's obligations. In the same manner, the rentee is liable for such damages caused by his/her visitors.
- (6) The rentee has to carry the costs for obtaining an extra key. The renter has the right to change or adjust the respective lock, or respectively the cluster of locks in case of the loss of keys. The costs for these measures are to be taken care of by the rentee.

§ 11 Parking of Vehicles

- (1) The rentee is obligated to use the designated parking spaces (parking lots, bicycle room) to park/store his/her car, motorcycle, or bicycle.
- (2) It is generally not allowed to park vehicles which are not used over a long period of time or which are not licensed with German authorities (Zulassung) on grounds of the Studierendenwerk or the residential complexes. If vehicles are parked despite of the information above these will be towed at the rentee's expense.
- (3) It is not allowed to perform repairs on vehicles that disturb the other rentees on grounds administered by the renter and in their immediate surrounding areas. Particularly prohibited are such repairs which might cause environmental pollution (for example oil change, car wash).

§ 12 Miscellaneous

- (1) The renter or his/her associate (Beauftragte/r) are allowed to enter the rental rooms upon previous arrangement for repairs, cleaning after repairs, or to inspect the state of the rooms. In case of danger, entry to the rooms needs to be allowed and provided to the renter or his/her colleagues.
- (2) It is to be refrained from obstructing the official business of the employees of the renter.
- (3) The reorganization of heavy furniture (closets) is only allowed within the rental complex/room and, as a rule, should be discussed with property management. With the end of the rental agreement the original state of the furniture needs to be recreated.
- (4) All mail from the Department of Student Living resulting from the rental agreement are sent to the rentee's address according to §1 of the rental contract. The rentee is obligated to organize for forwarding services if applicably in case of absence (for example during the semester break).
- (5) If a rentee moves out of a double bedroom, the rental agreement is considered to be continued with the remaining roommate. In case of insufficient accommodation demands the current valid occupancy capacity can be lowered if total the rental payments for the respective residential complex/apartment (according to the normative (Normative)) are met by the remaining rentee/s. This regulation is temporary and ends in case of renewed accommodation demand of persons having a right to accommodation by the Studierendenwerk at the end of the next semester. In case this regulation is not in the interest of the remaining rentee, another residential space, as circumstances require also in another residential complex of the Studierendenwerk, will be assigned by the Department of Student Living. This is to be realized in mutual agreement.
- (6) If a free residential space in a double bedroom is not legally used (a.k.a. rented) by the remaining rentee, the rentee needs to guarantee that the Studierendenwerk can rent out the space at all times even without previous notification. If the immediate rental is not possible due to circumstances caused by the rentee, he/she will be held liable for the loss of rent.
- (7) The rentee agrees to temporarily move to another room within the building or to another residential complex in case of renovating or redeveloping measures, repairs for aesthetic reasons, or in case of an evacuation of the building.
- (8) All charges to be collected within the frame of the rental agreement are outlined in the Schedule of Fees (Entgeldordnung) of the Studierendenwerk Thuringia. The Schedule of Fees (Entgeldordnung) is decided by the administrative board of the Studierendenwerk.
- (9) The rentee has the right to appeal to the general manager of the Studierendenwerk against decisions of the Department of Student Living implementing, respectively interpreting the General Terms and Conditions. The general manager is sought to seek influence to an applicable settlement (gütliche Einigung).
- (10) Subsequent alterations to the rental agreement or its constituents require a written notice of alteration. The consent to the alteration to the rental agreement of the renter is considered valid if the same does not issue a counterstatement within ten days after receiving the notice of alteration. This paragraph is to be stated in the application for alteration.

The General Terms and Conditions for Residential Complexes becomes effective on 01 July 2007.

Dr. R. Schmidt-Röh, General Manager

(Die vorliegende Fassung wurde aufgrund der Novellierung des ThürStudWG und der daraus erfolgten Umbenennung in Studierendenwerk Thüringen angepasst.)