

**Disclaimer:** Only the original, German version of this text is legally binding for the Landlord and the Tenant.

## **Annex A**

### **Tenancy General Terms and Conditions for the Student Residences Controlled by Studentenwerk Aachen -Anstalt des öffentlichen Rechts- (Institution under Public Law)**

**December 1st, 2004**

#### **1. Eligibility for Tenancy**

- a) Only students at Aachen institutions of higher education are eligible for tenancy, up to the end of their course of studies. Eligibility is governed by the terms concerning the duration of tenancy as set forth in Article 2 of the Tenancy Agreement. In particular, the end of the Tenant's respective course of studies is reached as soon as he or she takes the first final exam prescribed for students in his or her course of studies.
- b) When the Tenant's studies end, irrespective of what the reason may be, the Tenant is obliged to notify the Landlord of this event within two weeks of the occurrence of the respective event.
- c) The Tenant further is obliged to provide the Landlord - without receiving a specific request to do so - with proof of matriculation by November 30 of each and every year. If the Tenant continues to fail to provide the respective document, even if an additional deadline has been set by the Landlord in writing, the tenancy agreement may be terminated based on Article 543 of the German Civil Code (BGB).

#### **2. Premature Termination by the Tenant**

The Tenant has the right to end the tenancy prematurely, i.e., before the end date set forth in the tenancy agreement. To achieve this, a written notice of termination will have to have been received by the Landlord at least two months before the desired final day of the tenancy. This day must be the last day of a month.

#### **3. Premature Termination by the Landlord**

The Landlord may terminate the tenancy prematurely by written notice, if

- the agreement concerning the special purpose of the tenancy has been broken, for reasons relating to the person of the Tenant or for reasons he may be held accountable for, or if
- a continuation of the tenancy cannot reasonably be demanded of the Landlord, due to severe, constant or regular violation of contract by the Tenant.

Such termination is possible, in particular, if

- the Tenant is in arrears with the payment of two months of rent, or if
- the Tenant uses the Property contrary to contract, in particular, if use of the premises – in part or completely – is left to third parties.

If terminated by the Landlord, the tenancy ends on the date set forth in the Landlord's notice. The Property has to be handed over to the Landlord on that same day, no later than 11 a.m., unless the Landlord has separately specified a later due date.

#### **4. Payment of Rent / Deposit**

- a) The first month's rent as well as a deposit amounting to two months' rent will have to be paid to the Landlord before moving in, and proof of payment will have to be provided when signing the contract. The Tenant agrees to pay the rent by direct debit, signing an instruction enabling the Landlord to draft the money from the Tenant's bank account ("Einzugsermächtigung"). If the rent is not paid through direct debit, an additional monthly processing fee of EUR 2.50 will have to be paid on top of the monthly rent.
- b) The Tenant is obliged to make sure his bank account contains sufficient funds so that, whenever an amount is due, the Landlord's bank drafts do not fail. Any costs caused by a failed bank draft will have to be paid by the Tenant. The Landlord will not automatically make a second attempt to draft the amount that is due.
- c) In case it becomes necessary for the Landlord to issue a written payment reminder, the Tenant will have to pay a processing fee of EUR 2.00, notwithstanding additional compensation for damages.
- d) Bank transfers are to be made to the following bank account:

Account no.: 638  
at Sparkasse Aachen  
BLZ (bank code): 390 500 00

The following information has to be included with the transfer:

- a) Tenant's first and last name
  - b) Name of Tenant's student residence
  - c) Tenant's room no.
- e) The Tenant will not receive interest for his deposit (Article 551 para. 3 German Civil Code – BGB).
  - f) During the tenancy, the Tenant must not set off the deposit against the Landlord's claims. The deposit will be used after the end of the tenancy to make good any open claims the Landlord may have at that time.
  - g) After the Tenant has returned the Property and moved out, the deposit or any remainder of the deposit will be transferred to a bank account to be specified by the Tenant. If it is a bank account in a foreign country, the Landlord may deduct the respective bank charges incurred.  
If repayment of the deposit or of any remainder of the deposit is not possible for reasons the Landlord cannot be held accountable for – especially, if the Tenant failed to give his address or bank account information – , the deposit will be forfeited after one year.

## 5. Reporting Damage or Defects

- a) Damage to the rooms and the furniture or any defects which may exist at the time the Property is handed over to the Tenant or which are incurred later during the tenancy have to be reported immediately to the Landlord in writing.
- b) The Tenant is obliged to check the Property for damage or defects immediately when taking it over; if applicable, the Tenant is obliged to file a complaint with the Landlord within two weeks thereof. If the Tenant does not complain within this time frame, the Property is regarded as having been taken over in proper condition, and the Tenant later cannot claim that the respective damage or defects already existed when he or she moved in.
- c) In case of damage to the rooms or damage or loss of furniture or effects the Tenant is liable for compensation. It is explicitly pointed out that in this case the burden of proof regarding whether the Tenant cannot be held responsible for the damage or loss solely rests with the Tenant.

## 6. Acts Regarded as Breach of Contract

The Tenant is *not* permitted to:

- a) keep animals;
- b) let other persons, either in a shared or in an exclusive manner, use the Property without the Landlord's explicit written consent. This prohibition includes providing family members (e.g. spouse, children) with accommodation beyond a very short-term stay, unless, in exceptional cases, the Landlord's written consent has been obtained prior to taking any third party in;
- c) leave any of the Tenant's items behind in the Property or on the premises of the student residence beyond the end of the tenancy, unless the Landlord claims the right to seize these items as the Landlord's security,
- d) use additional heating devices or refrigerators in the rooms; any changes to the electrical lines and installations are prohibited;
- e) make changes to the Property, especially making rebuilds and installations;
- f) place items in the corridors, near or in the entrance hall or exits of the building, in staircases, on the premises or in other than the rented rooms;
- g) park vehicles / motorcycles on the premises, when they are no longer officially registered: The Landlord reserves the right to have offending vehicles towed away at the Tenant's expense, notwithstanding additional damages.
- h) park vehicles outside of the marked parking spaces, e.g. on access ways, ramps and fire brigade access roads; the Landlord reserves the right to have offending vehicles towed away at the owner's expense.
- i) make such repairs to motor vehicles on the Landlord's premises or in their close vicinity which may be a nuisance to others; in particular, all activities which may be harmful to the environment (e.g. oil changes) are prohibited.

## **7. Limited Liability**

The Landlord is liable for damage to the Tenant's or his/her visitors' body or property as well as for damage to his/her effects brought into the Property only in case of intent or of gross negligence by the Landlord or by any person acting on the Landlord's behalf.

## **8. Further Obligations of Landlord and Tenant**

- a) The Tenant is obliged to keep the Property clean and tidy. The tenant is obliged to take good care of the Property, of the rooms the Tenant is allowed to share, in particular the kitchen, sanitary facilities and corridors and other passage ways, and of furniture or effects as well as outdoor facilities and parks. Any changes, particularly deterioration, caused by using the Property contrary to the contract, are the Tenant's liability. The Tenant is obliged to pay heed to and abide by the House Rules which are part of the tenancy agreement. The House Rules can be changed or supplemented unilaterally by the Landlord, i.e., without the Tenant's consent.
- b) The Tenant is obliged to carefully guard the keys entrusted to him or her of the Property and of any rooms the Tenant is allowed to share. These keys should not be made available to any unauthorized person, and any loss of such keys is to be reported to the Landlord immediately. If a lost key is part of a master key system, the Landlord is entitled to replace *all* the locks and keys of the respective master key system, if the safety of other tenants concerned cannot be guaranteed otherwise. Replacement locks or keys are only allowed to be provided by the Landlord. The Tenant responsible is liable to make payment for damages to the Landlord covering all the cost incurred. The Tenant is neither entitled to remove the locks installed by the Landlord in order to replace them by other locks, nor is the Tenant entitled to install any additional safety locks.

Except when the room or the flat is left for a short time only, the windows are to be closed tight, and electricity supplies and water taps should be turned off.

- c) Furnishings and household articles should not be exchanged or left to other tenants.
- d) For the Landlord, additional obligations from this tenancy agreement may result from the respective regulations contained in the German Civil Code (BGB).
- e) The Tenant should be aware of the fact that any violation of the obligations pointed out or of the obligations resulting from the regulations contained in the House Rules will not only give rise to the Landlord claiming damages, but it may also justify termination of the tenancy agreement without notice.
- f) Installation of a satellite dish to enable foreign Tenants the reception of television broadcasts from their respective home countries presupposes filing of a specific application. Permission will only be granted upon payment of an additional deposit in the amount of 150.00 euros.

## **9. Aesthetic Repairs**

The Property which the Tenant takes over has not been redecorated, and the Tenant undertakes to make aesthetic repairs at the Tenant's own expense before taking up residence. Aesthetic repairs include recoating the walls and the ceiling and painting the base board. It is not allowed to use spot color. Rubbish incurred in the course of the redecoration activities must be removed abiding by the respective public regulations. In the case of improper redecoration work, the Landlord reserves the right to claim damages.

## **10. Landlord's Access to the Property**

In the following cases, the Tenant is obliged to grant access to the Property to the Landlord or to any representative acting on the Landlord's behalf:

- a) during the customary working hours and in reasonable intervals – to allow the Landlord an inspection of the state of the Property;
- b) during the time certain activities have to be carried out – like repair work or changes in the Property's design and construction;
- c) after the Tenant has reported damage or technical flaws;
- d) at any time in order to prevent any bodily harm or health hazards to people or to prevent any material damage to property.

In case of the reasons mentioned under items 10a to 10c, the Landlord will inform the Tenant in writing as soon as possible, but at least one week in advance. The respective information can also be provided on notice boards in the corridors, especially in the case of more extensive measures. Such information will also contain details about the kind and – as far as possible – the extent of the work involved.

In all other cases, for example when technical flaws have to be identified, the Landlord's access rights can only be exercised after previous information of the Tenant or upon appropriately agreeing a date with the Tenant for the inspection.

If neither the Tenant nor an authorized representative of the Tenant is present on the previously announced date of an inspection or in the case of the situations mentioned under items 10c and 10d, the Landlord is entitled to access the Property using any duplicate or master keys in the Landlord's possession. If the Tenant refuses entry to the Landlord or any of the Landlord's representatives or if the Tenant uses any other means to make the Landlord's access impossible, the Tenant will be liable for any resulting damage.

## **11. End of the Tenancy**

The Tenant is obliged to leave the Property in a state which enables the Landlord to immediately let the Property again without first raising objections as regards the present state of the cleared Property. Accordingly, the following is required:

- a) the complete correct and workmanlike restoration of the Property, where constructional changes of the Property were realized by the Tenant;
- b) the complete correct and workmanlike removal of all damage or defects of the Property (including any furniture or effects which are also subject to the tenancy agreement) for which the Tenant is liable to the Landlord;
- c) the complete removal from the Property and from all rooms shared by the Tenant of all of the Tenant's personal property;

d) the thorough cleansing of the Property.

When the Property is returned to the Landlord, all the discovered damage or defects are put on record. The Landlord is entitled to remove (or to have removed) all damage or defects which were not removed by the Tenant. In this case, the Tenant is liable to pay damages to the Landlord in the amount of the cost incurred.

When the Property is returned to the Landlord, the Tenant must

- return to the Landlord all the keys to the Property and to any rooms shared by the Tenant;
- provide the Landlord with the Tenant's new address and
- provide the Landlord with information about the Tenant's bank account so that the deposit can be returned to the Tenant.

The partners to the tenancy agreement agree that – with the end of the tenancy – possession of the Property reverts to the Landlord. Where the Tenant – in violation of the tenancy agreement – leaves behind any personal property, the Landlord is entitled to remove such abandoned personal property of the Tenant. In addition, the Landlord is entitled to destroy items without detectable value. Items which the Landlord has taken into custody will be stored for one month, however, with complete exclusion of liability. Upon expiration of the one-month-term, the respective items can be treated as objects found or lost property. The Landlord is entitled to compensation in cash by the Tenant for all costs incurred by the Landlord as a result of the Tenant abandoning his personal property in violation of the tenancy agreement

The Landlord is entitled to refuse handing out the Tenant's personal property until the Landlord receives the above-mentioned compensation as well as payment of any other receivables resulting from the tenancy, if the Landlord claims the right to seize the respective items as the Landlord's security.

## **12. Statements**

All statements of the Tenant as well as further agreements which relate to the tenancy are required to always be made in writing.

## **13. Voidness of Individual Regulations Contained in the Tenancy Agreement**

Should any individual regulation contained in the tenancy agreement turn out to be void, such voidness will not affect the validity of all the other regulations.

## **14. Concluding Clause**

The Tenant agrees that all personal data required for the administration of the tenancy are stored and processed by the Landlord using electronic data processing technology.