

GENERAL TENANCY TERMS AND CONDITIONS FOR STUDENT ACCOMMODATION

§ 1 Representation of the landlord

In its capacity as landlord, Rostock-Wismar Student Services is represented by the managing director or by an employee designated by the managing director.

Where formulations used in these Tenancy Terms and Conditions are not gender-neutral, the text applies equally to men and women.

§ 2 Eligibility for student accommodation/residential term

1. The Guidelines on assigning student accommodation places, as amended, are authoritative for Rostock-Wismar Student Services.

2. Registered students at the following universities are eligible for accommodation:

University of Rostock

Rostock University of Music and Theatre

Hochschule Wismar – University of Applied Sciences, Technology, Business and Design, affiliated programs of study at Fachschule Wismar

3. The same semester times apply to students of affiliated programs of study as to the programs of study of the respective university.

4. Eligibility for student accommodation ceases at the end of the semester in which the student is removed from the student roll (exmatriculation). Loss of eligibility for student accommodation does not entitle the tenant to terminate the agreement or to cancel the agreement with the landlord before the end of the semester in which exmatriculation takes place.

5. Each year by April 30 (HS Wismar and affiliated programs of study, by March 31) and by October 31 (HS Wismar and affiliated programs of study, by September 30), the tenant is required to send the landlord a certificate of enrollment without being prompted to do so. If the tenant fails to do so, even after the landlord has issued a reminder with an associated deadline being set, the tenancy may be terminated without notice for good cause in accordance with § 543(1) BGB (German Civil Code). In this case, the landlord also reserves the right to terminate the agreement for good cause, but with notice being given.

6. The rented rooms are rented to the tenant only for temporary use for the specific purpose of attending university. The special provisions of § 549(3) BGB apply to the renting of student accommodation. According to the rotation principle, accommodation is rented for a limited time only.

7. As a rule, the tenancy ceases at the end of the date stated in the tenancy agreement, without the need to provide notice.

8. The tenant is required to notify the landlord of completion of their studies, for whatever reason, within a period of two weeks. Loss of eligibility for student accommodation does not entitle the tenant to terminate the agreement or to cancel the agreement with the landlord before the end of the semester in which eligibility for student accommodation is lost.

9. Continuation of the tenancy may be requested by written application. Such an application must be submitted at least three months before the tenancy agreement expires. Continuation of the tenancy is, in turn, only possible for a limited period of two semesters under the applicable Terms and Conditions of Rostock-Wismar Student Services.

10. There is no legal entitlement to continuation of the tenancy. Tacit extension of the tenancy, after it has ended, by continuation of use is excluded; § 535 BGB is waived in this respect.

11. Please note that pursuant to § 549(3) BGB, §§ 557-561, 573, 573a, 573d(1), 575, 575a(1), 577 and 577a BGB do not apply to rooms in student accommodation.

§ 3 Rent

1. The rent according to the tenancy agreement is to be paid by the tenant monthly in advance and at the latest by the 10th of the respective month.

2. Tenant and landlord agree that the monthly rent will be paid by direct debit. The tenant will grant the landlord a corresponding revocable SEPA mandate as direct debit authorization. If the direct debit authorization cannot be executed, the tenant shall bear the bank chargeback fees incurred as a result. The landlord is entitled to charge a reminder fee of €2.50 for the 1st reminder and €8.00 for the 2nd reminder. A second debit attempt will not be made by the landlord. The tenant must then transfer the arrears.

3. The landlord is entitled to unilaterally reset the rent and its individual components by written declaration during the term of the agreement.

4. The rent includes the costs of renting the accommodation and all operating costs within the meaning of the Operating Costs Ordinance of November 25, 2003 Rostock-Wismar Student Services bases its rent-setting decisions on the costs of the respective residential complex.

5. The landlord is entitled to recalculate the rent at regular intervals, usually as of August 1 of each financial year.

6. In the event of an increase in costs, the landlord is entitled to reset or increase the rent.

7. The landlord shall inform the tenant in writing of any changes to the rent. Thereafter, the updated rent is then due from the following month.

8. The tenant may only offset the rent claim or assert a right of retention if it is a claim for damages due to the landlord's non-fulfilment of obligations (§ 536a BGB).

§ 4 Security deposit/bond

1. The tenant is required to pay a deposit per bed in accordance with the tenancy agreement. As a rule, the deposit is paid by direct debit with the first month's rent or may be paid in three equal installments in accordance with § 551(3), fifth sentence, BGB, the first installment being due at the beginning of the tenancy. The further installments are due with the next two rent payments.

2. Rostock-Wismar Student Services is exempted from paying interest on the deposit in accordance § 551(3), fifth sentence, BGB.

3. The tenant cannot offset the deposit against the landlord's claims during the term of the tenancy, unless the claim is undisputed or has been finally determined by a court of law.

4. When the tenancy ends, the landlord will offset the deposit against all of its claims against the tenant arising from the tenancy.

5. The deposit, or remaining balance of the deposit, will be transferred to the tenant, to an account to be specified by the tenant, no later than eight weeks after the end of the tenancy agreement or after the last rent payment and the proper return of the rented premises.

6. The landlord is entitled to deduct resulting bank charges for transfers abroad.

§ 5 Termination of the tenancy

1. **Early termination by the tenant** before the end of the contractually agreed rental period is possible if:

a. The tenant submits an exmatriculation certificate and is thus no longer eligible for accommodation. Notice is to be given to the end of the semester in which exmatriculation takes place. Proof of exmatriculation must be provided.

b. The tenant provides a new tenant. This new tenant must be eligible for student accommodation, i.e. be enrolled at one of the above-mentioned universities. The new tenant must not already have an agreement to reside in student accommodation operated by Rostock-Wismar Student Services (relocator). The tenant may only suggest new tenants if there are no regular applicants for student accommodation places. The Rostock-Wismar Student Services' Guidelines on assigning student accommodation places are binding for the conclusion of the agreement. Notice is to be given four weeks to the end of the month that immediately precedes the rental to the new tenant.

2. If the tenancy is terminated early, and thus without proper notice, by the tenant, a fee of €30.00 will be charged for expenses incurred by Rostock-Wismar Student Services. This fee is due when the rented premises are returned and is offset against the deposit. If such an offset is not possible, the transfer must be made by the tenant to the account of Rostock-Wismar Student Services, referencing the tenancy number, within four weeks of moving out.

3. **Early termination by the landlord** is possible if the landlord can no longer reasonably be expected to continue the tenancy due to significant or ongoing breaches by the tenant. Notice to terminate the tenancy must be made in writing at the latest by the 3rd working day of a calendar month to be effective at the end of the month after next.

4. **Termination without notice** by the landlord is possible, if

a) The tenant is in arrears in payment of the rent for two consecutive due dates, or is in arrears for a not inconsiderable part of the rent, which in the case of residential premises means rent arrears of more than one month's rent, or is in arrears in the payment of rent for a period which extends over more than two rental periods in an amount which is equal to or greater than the rent for two months;

b) The tenant has not presented proof of enrollment/eligibility for student accommodation without being prompted to do so and, despite a reminder having been issued, the deadline for submission has passed, or is ultimately not able to provide such proof;

- c) The tenant, irrespective of a reminder from the landlord, continues to use the rented premises in breach of the contract, violates the rights of the landlord to a considerable extent or permits use of the rented premises by a third party without authorization;
- d) Despite a reminder having been issued, the tenant is culpably in breach of their obligations to such an extent, in particular continuously disturbs quiet in the building, or does not comply with their duty of care with regard to cleaning the rented premises, such that the landlord cannot reasonably be expected to continue the tenancy;
- e) The tenant is in default with the security deposit/bond according to § 551 BGB in an amount corresponding to twice the monthly rent;
- f) In addition, the statutory extraordinary grounds for termination apply.

5. If the landlord was entitled to terminate the tenancy agreement without notice, the tenant shall remain obliged to pay a usage fee in the amount of the monthly total rent set by the landlord for the rented premises beyond the day of termination and the day of the actual return of the rented premises until the date on which the tenancy agreement ends according to contract, but at the earliest until the property is re-rented.

§ 6 Transfer of the rented premises – other obligations

1. As a rule, rented premises are only handed over from Monday to Friday between 9:00 am and 3:00 pm. If the start of the agreement falls on a public holiday, Saturday or Sunday, the handover will not take place until the following business day, in which case the start of the agreement will be changed. This does not give rise to a claim for a reduction in rent.
2. When the rented premises are handed over to the tenant, their condition and the completeness of the included fixtures and furnishings will be ascertained in the tenant's presence by a representative of the landlord and confirmed by signature (handover record). The tenant acknowledges the proper condition of the rented premises by signing. Any impairments will be noted in the handover record.
3. At the handover, the tenant will be given one key per rental party, i.e. one key for single apartments and one key per flat-sharing tenant for flat-sharing accommodation. The tenant is obliged to carefully store the keys to the rented rooms or rooms that have been handed over to them for use, not to make them accessible to any unauthorized person and to inform the landlord immediately of the loss of a key. If the locks for which a key has been lost are part of a locking system, the landlord is also entitled to replace all the locks in the locking system with new ones if the security of other parties concerned cannot be guaranteed otherwise. Procurement of replacement locks or keys is carried out exclusively by the landlord. The tenant is obliged to compensate the landlord for all associated expenses.
4. The tenant is responsible for replacing lightbulbs during the rental period and upon moving out.
5. The tenant is not permitted:
 - a) To leave items brought by them into the rented rooms or the accommodation building after the end of the tenancy, unless the landlord asserts its landlord's lien on these items;
 - b) To take bicycles into the rented premises or the corridors and communal areas belonging to the rented premises. The tenant is obliged to park their bicycle in the designated storage facilities (bicycle cellar, bicycle rack at the building);
 - c) To smoke in stairwells, hallways and communal areas.

§ 7 Transfer of the rented premises to third parties

The tenant is prohibited from subletting the rented premises, even in part, or from making them available for use by third parties without the permission of the landlord. The same applies to the accommodation

of third parties in the rooms occupied by the tenant. Infringements entitle the landlord to terminate the tenancy agreement without notice after prior warning.

§ 8 Pets

With the exception of small animals (ornamental fish, small birds, hamsters, turtles, etc.), the tenant may only keep pets with the consent of the landlord. Consent will be refused or may be revoked if the animals disturb other residents or neighbors or if there is a risk that the tenants or the property will be impaired.

§ 9 Return of rented premises

1. At the end of the rental period, the tenant shall clear the rented premises completely of their possessions, and return possession to the landlord, **broom-cleaned and in a condition ready for occupancy,** with complete fixtures and furnishings and all associated keys. The rented rooms must be thoroughly cleaned and the furniture dusted; this also includes wet cleaning or shampooing depending on the type of floor. The return will take place at the time the tenancy ends. The tenant is obliged to be present at this appointment or to designate an authorized representative. The return is documented in the return record. The exact date for the return of possession must be agreed with the custodian or tutor at least one week before the termination date.

2. In order to ascertain whether any cosmetic repairs are needed, the tenant must arrange a preliminary inspection with the responsible custodian or tutor four weeks before the end of the agreement in order to determine the condition and to check the necessity of cosmetic repairs.

3. Moving in and moving out are not permitted on weekends and public holidays. If the tenancy ends on such days, the move-out must take place no later than on the last preceding working day. If the tenant fails to arrange a joint viewing appointment with the custodian or tutor at least one week before moving out, the tenant agrees in advance to accept a determination of damage and defects made at an acceptance conducted solely by Student Services.

4. The landlord shall arrange for the rectification of any damage and its consequences exceeding the usual wear and tear of the rented premises and fixtures and furnishings, the replacement of missing fixtures and furnishings and any necessary cleaning at the expense of the tenant.

5. If the tenant has made changes to the rented premises or added fixtures or furnishings, they shall be obliged to restore it to its original condition at their own expense at the end of the rental period, unless otherwise agreed in writing.

6. The landlord may remove any personal property left by the tenant in the rented rooms or shared premises contrary to their obligation to remove all such items prior to the return of possession and may re-rent the room or residential unit. In addition, the landlord is entitled to destroy objects without obvious value. Items which the landlord has taken into its possession shall become the property of the landlord after two months. The landlord is not liable for losses; it is under no circumstances obliged to insure any such items or to take further security measures. The tenant shall pay compensation for all expenses incurred by the landlord as a result the tenant's failure to remove their property.

The landlord is entitled to refuse surrender until these and any other claims arising from the tenancy have been settled by exercising his landlord's lien.

7. The tenant shall be liable to the landlord for all costs/damage incurred by the landlord in relation to vacation of the accommodation or late return of the rented premises, in particular for the cost of

any necessary alternative accommodation of the new tenant to whom the landlord has assigned the rented premises. The tenant is obliged to pay compensation in the amount of one full month's rent for each month commenced until the tenant has completely vacated the premises and returned possession of the premises. This is without prejudice to claims for additional damages.

8. The tenant is responsible for replacing lightbulbs when moving out.

§ 10 Change of accommodation

1. In exceptional cases, the assigned accommodation may be changed upon written request. **Usually, only one move within the entire rental period is approved.**

2. An administration fee of €15.00 is charged for each change in accommodation.

3. The tenant has no right to be assigned a particular accommodation place.

4. The above regulations do not apply to relocations arranged by Student Services.

§ 11 Maintenance of rented rooms, cosmetic repairs, changes, liability for damage

1. The tenant must compensate the landlord for damage to or the loss of fixtures and furnishings and keys during the rental period.

2. The tenant is responsible for replacing lightbulbs during the rental period.

3. Damage in the room and/or in the apartment must be reported immediately in writing by the tenant to the Student Services' Student Housing Department, preferably using the online repair application. If the tenant fails to provide such a report, they are responsible for consequential damage even if not at fault.

4. In addition, the tenant is liable for damage to the building and to communal facilities, provided such damage was caused by the tenant, their relatives or visitors. The requirement to submit a report according to paragraph 3 shall apply mutatis mutandis.

5. The tenant is obliged to clean the living space and the rooms belonging to the living area regularly in a sufficient manner, to ventilate them and to keep them free of vermin. General control measures against pests are carried out by the landlord. The tenant must use the rented premises in such a way that causes of infestation are largely ruled out, in addition to their own reasonable measures to combat the infestation. Pest control measures by the landlord are to be supported as necessary (e.g. preparation and subsequent cleaning of the accommodation units).

6. The tenant is obliged to carry out the following cosmetic repairs at their own expense, if necessary according to the condition of the rented premises:

- a. Painting of walls and ceilings with white wall paint or colored wall paint in a neutral tone;
- b. Cleaning of floors, windows, radiators, interior doors as well as windows, kitchen and bathroom (not for shared kitchen or sanitary facilities with more than four users) with corresponding fixtures and furnishings.

c. The obligation to remedy a defect is usually noted at the preliminary inspection appointment. The landlord shall set the tenant a reasonable period of time for the execution of these measures at the preliminary acceptance with the declaration that after expiry of this period the execution of the cosmetic repairs will be refused by the tenant themselves. The work will then be carried out at the expense of the tenant. The costs will be calculated according to the Student Service's catalogue of services and will be

deducted from the deposit. If deduction is not possible, a separate invoice will be issued in accordance with the service catalogue or, for costs not included in the service catalogue, in accordance with the present invoice of the third-party service provider.

d. The loss of rent caused by the delay shall be borne by the tenant.

7. All communally used rooms and circulation areas in the student accommodation occupied by the tenant (shared washrooms, shared kitchens, hobby rooms, etc.) must be treated with care and left clean at all times. Any bulky goods, as well as means of transport of any kind etc., which hinder cleaning work, as well as other materials which may not be stored under applicable fire or police regulations, will be removed at the expense of the tenant after prior request for removal.

8. Maintenance of the building, including the communal areas, is the responsibility of the landlord. The tenant has to tolerate structural changes for the preservation or development of the rented premises or the building to avert imminent dangers or to repair damage. This also applies to work and structural measures that are not necessary but are advisable. If required, the tenant shall make the rented rooms accessible for the performance of any such work.

9. In the case of construction measures within the meaning of § 554 BGB (measures to improve residential quality, to save heating energy or water or to create new living space, the tenant's right to invoke hardship or to terminate the tenancy after proper notification of intended construction measures by the landlord remains unaffected.

10. Outdoor antennas may not be installed. Private branching of shared antennas is not permitted. The tenant is not permitted to install networks of any kind themselves. Fees for connections paid by the landlord are charged as part of the rent.

11. Repairs and paintwork on windows, doors, radiators and fixtures and furnishings are also carried out by the landlord in the rented rooms, provided that it is a matter of normal wear and tear. Paragraphs 1 and 3 shall apply accordingly in the event of damage by the tenant. Decorative maintenance of the walls and ceiling in the rented rooms is the responsibility of the tenant.

12. The landlord shall be entitled to create new communal facilities or to remove them, insofar as this appears to be reasonable at its discretion after weighing the interests of all the tenants and the landlord.

13. If an extra charge for this service has been agreed in addition to the rent, this will be reassessed in the event of a change in services and costs. A reasonable fee may also be charged for newly created facilities.

§ 12 Exemption from liability

Rostock-Wismar Student Services assumes no liability for:

1. the loss or damage of items brought in by the tenant;
2. improper delivery or loss of mail addressed to the tenant or items left for the tenant;
3. damage to and loss of vehicles, even if they are parked in the designated spaces or in other areas of the accommodation;
4. loss of the tenant's personal property, especially valuables (they must be kept under lock and key);
5. interruptions in heating, electricity and hot water supply for which the landlord is not responsible.

§ 13 Structural changes by the tenant/landlord

1. The tenant is required to tolerate measures by the landlord that are necessary or expedient for the preservation of the building, the rented rooms or for the prevention of danger. The tenant must keep the rooms in question accessible and must not obstruct performance of any such work. Violation of this obligation may lead to claims for damages.
2. The tenant may not make structural or other changes within the rented rooms or to the facilities and installations located therein which exceed the contractual use of the rented premises without the written consent of the landlord.
3. The tenant shall be liable for all damage arising in connection with any structural work carried out by them, even if the written consent of the landlord has been given as an exception.
4. The original condition of the rented rooms must be restored at the end of the tenancy agreement. The tenant is not obliged to do so if the landlord has confirmed in writing that it is not necessary to restore the original condition when moving out or that the landlord does not wish to restore the original condition. The tenant must ask the landlord of its wishes in this respect in good time before the end of the rental period. In no event shall the tenant be entitled to reimbursement of costs if the premises remain in the condition created by the tenant following the end of the tenancy.

§ 14 Entering the rented rooms

1. The landlord or its agents may enter the rented premises at reasonable intervals and after due notice during normal visiting hours to check their condition or to read the meters or take drinking water samples within the framework of the Drinking Water Ordinance or to maintain smoke detectors. The same applies if there is a legitimate suspicion that the tenant or their agents are making use of the rented premises in breach of contract or are grossly neglecting the duties of care and diligence incumbent upon them. Personal inconvenience on the part of the tenant must be taken into consideration.
2. In the event of prolonged absence, the tenant must ensure that the rights of the landlord under paragraph 1 can be exercised.
3. In order to avert danger to the life or health of persons, to avert, investigate and remedy substantial damage to property and to avert disturbances amongst the residents, the landlord may enter the rented premises without prior notice and in the absence of the tenant.

§ 15 Information/communications

1. Communications intended for the tenant may be given verbally, in writing or by posting a notice.
2. In the event of prolonged absence, the tenant is obliged to name an authorized recipient or to inform the landlord in writing of a different address.

§ 16 Components of the tenancy agreement

1. The fire protection regulations and the House Rules for student accommodation/accommodation complexes operated by Rostock-Wismar Student Services are an integral part of the tenancy agreement. The landlord is entitled, as far as permissible, to amend or supplement the House Rules. A copy will be provided to the tenant together with the tenancy agreement and the General Tenancy Terms and Conditions.

2. The landlord is required to manage the accommodation according to the cost recovery principle, which means reducing the administrative costs to a minimum. Additional administrative burdens should therefore not be borne by the general public, but by the parties at fault. For this reason, the parties agree to apply the fees and payments catalogue of Rostock-Wismar Student Services, the current version of which can be viewed on the homepage of Rostock-Wismar Student Services.

§ 17 Amendments and supplements to the tenancy agreement

Subsequent changes and additions to this agreement must be made in writing. Applicable statutory provisions apply insofar as no provisions have been made in this agreement. This equally applies where one or more of the provisions made should be legally ineffective (§ 139 BGB). The invalidity of one or more provisions of this agreement does not affect the validity of the remaining provisions.

§ 18 Entry into force

As provided in the tenancy agreement, these General Tenancy Terms and Conditions apply to all tenancy agreements once concluded.

We are neither willing nor obliged to participate in a dispute resolution procedure before a consumer arbitration board under the Consumer Dispute Resolution Act (VSBG). However, the Consumer Dispute Resolution Act requires that we nevertheless inform you of a consumer mediation body responsible for you:

Allgemeine Verbraucherschlichtungsstelle des Zentrums für Schlichtung e. V., Strasbourg Str. 8, 77694 Kehl.

Rostock, February 8, 2018