

# GENERAL CONTRACT TERMS AND CONDITIONS (T & C)

*for the Apartment Facilities of Bürgermeister-Reuter-Stiftung in the version of 03/08/2015*

The General Contract Terms and Conditions relate to the booked and rented apartments/rooms of Bürgermeister-Reuter-Stiftung.

## **1. Purpose of the use**

(1) The apartments belonging to the Bürgermeister-Reuter-Stiftung are completely fitted and furnished and are primarily rented out to students for limited period usage.

(2) The renter is prohibited from using the rental property for any other purposes than those outlined in § 1 paragraph 1.

(3) Subleasing is not permitted. Any visitors who stay longer than 2 nights should be reported to the landlord and normally to the account manager or property manager on site. The landlord may charge an appropriate supplement for the increased consumption costs (water, electricity etc.).

## **2. Reservation of apartments/rooms and cancellation**

(1) Basically, reservations are made online at [www.house-of-nations.de](http://www.house-of-nations.de). This reservation initially is not binding.

(2) Upon confirmation of the reservation by Bürgermeister-Reuter-Stiftung, the prospective tenant will be notified of the amount of the security deposit payment due and the amount of the first month's rent.

(3) Upon transfer of the due amount by the prospective tenant by the specified date, the reservation of the apartment/room becomes binding.

(4) Bookings can be cancelled free of charge up to 15 days prior to the start of the Agreement. After this date, an administrative fee in the amount of one-half of the monthly rent shall be due. The prospective tenant may prove that no expenditure was incurred or that such expenditure was considerably lower. Bürgermeister-Reuter-Stiftung on the other hand may prove that a higher expenditure was incurred.

## **3. Cancellation of services by utility companies**

(1) The general terms of utility companies service shall apply generally to the supply of electricity, gas, water and district heat. The liability restrictions of utility companies contained herein shall apply to the Tenant to the same extent as to the Landlord.

(2) The Landlord shall not be liable for interruptions for which the utility company is responsible and not accuse the Landlord either of intent or gross negligence with respect to the cause of such interruptions.

(3) The same shall apply to flooding and other catastrophes, damage resulting from fire, storm, strike, riot, force majeure, etc.

#### **4. Rent payment/direct debit authorization**

(1) The rent payment is to be made by direct debit (SEPA) – with rent collection no later than the 3rd working day of the respective month – from the bank account named by the renter. This agreement gives the landlord a direct debit authorization to collect the rent from the renter's bank account. Should the renter not be able to provide the landlord with a direct debit authorization by rental begin. Should a change of account take place, then the renter must inform the landlord and provide a new direct debit authorization.

(2) In the case of direct debiting, the Tenant shall bear the costs incurred to the Landlord for non-realized debits charged by the Tenant's financial institute. In the case of payment default, the Landlord is authorized to apply the statutory default interest and a flat-rate delinquency fee of 5,00 EUR per written reminder. These delinquency fees are a flat-rate claim for damages. The Tenant shall prove that the damage was minor.

(3) In exceptional cases, the rent can be transferred electronically and free of charge to the Landlord's bank account at the latest by the third business day of each month.

(4) So that the rental amount can be correctly allocated and goes in on time, the renter – should the rent not be paid by direct debit – must include the apartment/room number, the renter number (see page 1 of the rental contract) and his name on the transfer form. Transfers should be made to the following bank account:

Bürgermeister-Reuter-Stiftung,  
Bank für Sozialwirtschaft

International Bank Account Number (IBAN): DE68 1002 0500 0003 1232 06  
Bank Identifier Code (BIC): BFSWDE33BER

#### **5. Delivery of the rented property/delivery of keys**

(1) Before the rental agreement is made and the renter moves into the apartment/room, a written protocol is taken of the premises. The protocol will list the condition of the rental property and any possible damages to installations or furnishings. The protocol is to be signed by the renter and a person commissioned by the landlord. This protocol will be added as an annex to the future rental contract.

(2) Following the signing of the rental contract the renter will receive the keys to the apartment/room. The handing over of the keys should be documented in the protocol.

(3) Should the renter move into the property having received the keys from the safe or from the concierge, then the renter is obliged to undertake an official viewing, including signing of the viewing protocol, acknowledging the receipt of the key with the person commissioned by the landlord, normally the account manager on site, on the next working day.

## **6. Preservation of the rented property/loss of keys**

(1) The Tenant shall take good care of the rooms, facilities, and fixtures designated for joint use. The Tenant shall ensure that all of the leased rooms are sufficiently ventilated and heated.

(2) When returning the rented property, the Tenant must place the rooms in a condition so that they can be rented to a new tenant without objections. This will be checked in an agreed upon pre-inspection (pre-acceptance) by the Landlord.

(3) In the interest of maintaining the quality of the property indoors and, in particular, to prevent the formation of mold in the premises, washing and drying laundry in the rooms is not permitted. For this purpose, a laundry room is provided in the apartment facilities.

(4) The renter is prohibited from handing the keys to unauthorised persons. Loss of one or all keys should be reported to the landlord immediately. The costs for changing the locks and the procurement of replacement keys, as well as any possible necessary repairs are to be carried by the renter, if he was responsible for the loss. Should the system be a locking system and should this need to be completely replaced for security reasons because of the loss of keys, then the renter carries any resulting costs.

(5) The Tenant is not permitted to produce or have keys made, modify locks, install enclosures or nameplates.

## **7. Entering the rented property by the Landlord**

(1) The Landlord's agents may enter the rented property in justified cases, in particular in the case of repair deficiencies, or renovation and repair work, as well as for the fulfillment of other contractual duties to the Tenant, following a timely notice. The Landlord or its agents also are authorized to enter the rented property following a timely notice, should this be required for the maintenance and/or improvement of the property overall.

(2) In the case eminent danger or disruptions in the utility systems or security fixtures, the Landlord may also enter the rented property with at least two persons in the Tenant's absence, even without prior notice. This also shall apply, should pest control measures be required.

(3) Should, despite requests from the landlord, the renter not arrange a time for the previewing (preliminary acceptance) with the responsible account manager or property manager on site, the renter is obliged to carry any expenses that may result here from.

## **8. Liability of the parties**

(1) The renter is liable for any damages caused by negligent duty of care or disclosure that may occur to the property caused by his person or any persons there at his request. He is also liable for any damages to the rental property that result from an exceedance of the agreed contractual usage.

(2) The Tenant's damage and expenditure claims according to Sec. 536a German Civil Code due to defects of the rented property shall be excluded, provided the damage to the rented property already existed at the time of signing the agreement and was not concealed by the Landlord with intent to deceive.

(3) Damage and expenditure claims by the Tenant according to Sec. 536a German Civil Code due to damage to the rented property also shall be excluded, if the damage was caused after signing the Agreement and the Landlord did not act with intent or gross negligence and did not conceal the damage with intent to deceive. This exclusion of liability shall not apply to damage resulting from injury to life, body, or health.

(4) For other claims for damages unrelated to damage to the rented property, the Landlord shall be liable only in the case of intent or gross negligence. This exclusion of liability shall not apply to injury to life, body, or health.

(5) The rental property is a living space that is provided to the renter for usage over a limited period. The landlord is therefore not liable for damages or losses to property pertaining to the renter through burglary or other offenses. The renter is advised to take out a household insurance policy.

## **9. Tenant's actions requiring the Landlord's approval**

(1) Consideration of the total number of tenants and in the interest of proper management of the rented property, the Landlord's approval is required if the Tenant

(a) ...wishes to keep pets. The keeping of cats and dogs is not permitted. The Landlord's written approval must be obtained for keeping other animals, with the exception of ornamental birds and ornamental fish or small animals, such as hamsters and guinea pigs (provided they are kept appropriately). This also shall apply to keeping animals for short periods. Special cleaning of the premises, which possibly may be required at the end of the tenancy, will be charged to the Tenant.

(b) ...wishes to make alterations, extensions, and fixtures, as well as installations, which change the rented property, facilities, furniture, or furnishings.

(c) ...requests to make basic repairs.

(d) ...wishes to install and/or acquire additional furniture and/or appliances in the apartment/room. Basically, authorizations can be granted only in exceptional cases, if the application is justified. In this case, the application must include an original photograph of the supplementary equipment to be approved. The Tenant upon vacating the premises must remove all supplementary privately owned equipment.

(2) The approvals granted are revokable.

## **10. Antenna systems**

If the rented premises have a connection to a community antenna or the broadband cable network of Deutsche Post, the Tenant may only use connecting cables as licensed by the system's manufacturer and/or Deutsche Post. The existing connections may not be modified. Additional connection sockets to the community antenna systems may not be installed. If no antenna and cable connections are provided in the rented premises, receivers may be operated only with indoor antennas. The use of radio antennas requires prior written approval.

### **11. Mutual respect**

(1) Disturbing the peace must be avoided. Radios and TVs must be played at indoor sound levels. Musical instruments may not be played at a sound level that may be unacceptable to non-participants. Tenants must refrain from making noise in the staircase and slamming doors .

(2) On weekdays during the time between 8:00 p.m. and 7:00 a.m., and throughout the day on Sundays and public holidays, Tenants are not permitted to make noise. On weekdays, noise should be avoided between 1:00 p.m. and 3:00 p.m.

(3) Playing musical instruments from 1:00 p.m. to 3:00 p.m. and between 7:00 p.m. and 8:00 a.m. is not permitted.

### **12. Use of the parking lot**

(1) The Tenant may use the general, rather than individual parking spaces leased by the Landlord for parking licensed passenger vehicles, provided such facilities exist on the property and are freely available. The Landlord may remove unlicensed vehicles from the premises at the owner's or Tenant's expense.

(2) The Landlord shall not be liable for damage or loss of vehicles, vehicle components or items kept in the vehicles, or for damage caused when entering or using the parking lot and when there is black ice and/or slippery road surfaces.

### **13. Return of the rented property/final cleaning**

(1) The Tenant agrees to return the rented property to the Landlord upon termination of the agreement in a proper condition, which is in keeping with the rented property's contractual use. In particular, prior to returning the rented property, the Tenant shall perform the following cleaning tasks: Cleaning cabinets, windows and doors (including frames), bathroom and kitchen facilities, including refrigerator, stove and sanitary fixtures, as well as tiles floors, ventilation grills, lamps and radiators.

(2) The Landlord is authorized to deduct a cleaning flat rate of 150,00 EUR from the deposit for cleaning needed beyond the contractual use of the rented property.

(3) If the Landlord performs a preliminary inspection prior to the return of the rented property and draws up a record there of, said record shall be used exclusively for internal purposes without legal obligation upon the Tenant. Furthermore, said record is to draw the

Tenant's attention early to shortcomings the Tenant must remedy by the move out date. The preliminary inspection record does not stipulate the contractual condition of the premises and does not limit the Landlords entitlement to the tasks performed according to this record. The Tenant therefore cannot expect a complete listing of shortcomings. The Tenant is also responsible for shortcomings that are not listed in the record.

(4) If items rented with the premises are missing or have been damaged, the Landlord, without setting a time limit, shall be authorized to replace or repair these items at the Tenant's expense.

(5) If the Tenant has made changes to the rented property, it must be restored to its original condition. If, upon returning the rented property, the Tenant has left items behind, the Landlord shall be authorized to dispose of them at the Tenant's expense.

(6) Upon conclusion of the tenancy, the Tenant shall return all keys, including those that were obtained in violation of this Agreement. If the Tenant fails to do so, following a prior unsuccessful written request with time limit, the Landlord shall be authorized to install a new lock system at the Tenant's expense.

(7) This shall not affect any of the Landlord's additional claims for damages.

(8) The rented property shall be delivered to the Landlord at the latest by 10:00 a.m. on the last contract day.

#### **14. Data protection**

The Tenant shall give consent his/her personal data collected by the Landlord will be collected, stored, used and transferred according to Sec. 28 Federal Data Protection Act for the purpose of processing the tenancy and for managing the property. In particular, the Tenant gives his/her consent for the Landlord to transfer the collected personal data for the purpose for which it is intended to its service partners that were commissioned to provide partial services of managing the property and/or to render services to the Tenant. This also includes the postal service providers, such as Deutsche Post AG and PIN AG.