



**Studentenwerk
München**

Studentenwerk München / Postfach 40 18 25 / 80718 München

Anrede
Vorname **Name**
VOStrasse/StwZi
StammVOAdressePlzUndOrt

Accommodation

BenutzerNameAngemeldet

WHWVAdresseName1
WHWVAdresseStrasse
WHWVAdressePLZundOrt

WHWVAdresseBriefanrede

phone: BenutzerTelefonAngemeldet
fax: BenutzerTelefaxAngemeldet
BenutzerEMailAngemeldet

Opening hours:
BenutzerSprechzeiten1Angemeldet
BenutzerSprechzeiten2Angemeldet
BenutzerSprechzeiten3Angemeldet

Date: Tagesdatum

Mietvertrag / Tenancy Agreement

zwischen / between

Studentenwerk München / Munich Student Union

und / and

Frau/Herrn / Ms./Mr. Vorname-1 **Name-1**
mit der Identnummer / with the identification number

– **Vermieter / Landlord** –

NameEhepartner
1234567 **InfoEhepartner**

– **Mieter / Tenant** –

§ 1 Mietobjekt und Miete / Rented Property and Rent

1. Vermietet wird im Anwesen / In the property:

VOStrasse/StwZi

der möblierte Wohnplatz mit der Wohnungsnr. / room/apt. no.

ab / is rented out from VertragBeginn befristet bis / until

VONummer

VertragEnde

2. Die Miete beträgt derzeit monatlich /
Currently, monthly rent amounts to:

2.1 Grundmiete / Basic rent:

Grundmiete Wae

2.2 Vorauszahlung für Betriebskosten /
Advance payment for utilities:

BK1Betrag Wae

2.3 Bereitstellungspauschale für das Internet /
Fixed charge for internet access:

Kond166 Wae

insgesamt / total:

Gesamt Wae

3. Die Mietkaution beträgt / The deposit amounts to:

Kaution Wae



**Studentenwerk
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Accommodation

§ 2 Anlagen zum Mietvertrag / Annexes to the Tenancy Agreement

Bestandteile dieses Mietvertrages sind / The following annexes are part of this Tenancy Agreement:

- **die als Anlage 1 beigefügten Allgemeinen Mietbedingungen**
/ the General Terms and Conditions of the Tenancy, attached as Annex 1
- **die als Anlage 2 beigefügte Hausordnung**
/ the House Rules, attached as Annex 2
- **die als Anlage 3 beigefügte Brandschutzordnung**
/ the Fire Safety Regulations, attached as Annex 3
- **die als Anlage 4 beigefügte Benutzerordnung für das Datennetzwerk**
/ the User Agreement for the Data Network, attached as Annex 4

Für den Mieter / For the Tenant:

Für den Vermieter / For the Landlord:

Datum / date, Unterschrift / signature
(Name, Vorname)

Datum, (Studentenwerk München)

Der Mieter bestätigt mit seiner Unterschrift, dass er die in § 2 aufgeführten Anlagen zum Mietvertrag erhalten hat. / By signing here, the Tenant confirms that they have received the annexes to the Tenancy Agreement listed in § 2.

Datum / date, Unterschrift / signature
(Name, Vorname)

Die Widerrufsbelehrung in Anlage 1 (Seiten 8 und 9) wurde vollständig gelesen und zur Kenntnis genommen. / I have fully read and understand the "Notification regarding Withdrawal", included in Annex 1 (page 8 and 9).

Datum / date, Unterschrift / signature
(Name, Vorname)

Hinweis zu Mietvertrag und Anlagen / General remark regarding the Tenancy Agreement as well as the annexes:

Aus Gründen der besseren Lesbarkeit wird auf die gleichzeitige Verwendung der Sprachformen männlich, weiblich und divers verzichtet. Sämtliche Personenbezeichnungen gelten gleichermaßen für alle Geschlechter. / The German version refrains from simultaneously using masculine, feminine and diverse endings. All terms referring to specific persons equally apply to any gender.

Rechtlich bindend ist ausschließlich die deutsche Version des Mietvertrages und der Anlagen. / Only the German version of this Tenancy Agreement and the annexes is legally binding.



**Studentenwerk
München**

Accommodation

Mieter / Tenant: Name, Vorname

Wohnungsnummer / room/apartment no.: VONummer

Identnummer / identification number: PersonenNummer

Gläubiger-Identifikationsnummer / Creditor Identifier: SEPACI

Mandatsreferenz / Mandate Reference: SEPAMANDATID

SEPA-Lastschrift-Mandat / SEPA direct debit mandate

Hiermit ermächtige ich das Studentenwerk München, Zahlungen von meinem Konto mittels Lastschrift einzuziehen. Zugleich weise ich mein Kreditinstitut an, die vom Studentenwerk München auf mein Konto gezogenen Lastschriften einzulösen. By signing this mandate form, you authorise (A) the Studentenwerk München to send instructions to your bank to debit your account and (B) your bank to debit your account in accordance with the instructions from the Studentenwerk München.

Abbuchung vom Sparkonto ist nicht möglich! / Withdrawals from a savings account are not possible!

Ich/Wir stimme/n zu, dass die Frist für den Zugang der Vorankündigung (Pre-Notification) der Basis-Lastschriften auf einen Kalendertag vor Fälligkeit verkürzt wird. / I / We agree that the deadline to access the pre-notification of the withdrawal is reduced to one calendar day before the due date.

Kontoinhaber – (Nachname, Vorname) / account holder – (surname, first name)

Name der Bank - Filiale / bank name - branch

BIC: _____ **IBAN:** _____

Straße und Hausnummer / address

Postleitzahl, Ort / postal code, city

SEPA-Lastschrift-Mandat gültig ab (TT.MM.JJ) / SEPA direct debit mandate is valid from (dd.mm.yy)

_____, den / the _____
Ort / place Datum / date

**(Unterschrift des Kontoinhabers)
(signature of account holder)**

Hinweis: / Please note:

Ich kann innerhalb von acht Wochen, beginnend mit dem Belastungsdatum, die Erstattung des belasteten Betrags verlangen. Es gelten die mit meinem Kreditinstitut vereinbarten Bedingungen. / I can demand a refund of the debited amount within a period of eight weeks following the debiting date. The terms agreed with my credit institute apply.

General Terms and Conditions of the Tenancy of the Munich Student Union's Halls of Residence

§ 1 Requirements and Conditions for the Tenancy

1. The Landlord is currently in charge of managing accommodation in the university cities Munich, Garching, Freising and Rosenheim in order to provide the economic assistance and social support for students as defined in the "Bayerisches Hochschulgesetz" [Bavarian university regulations].
 - 1.1. The rented accommodation is therefore provided exclusively as accommodation for persons who meet the following requirements:
 - a) having been accepted or being matriculated at a university within the jurisdiction of the Munich Student Union;
 - b) monthly income must not exceed the latest BAföG [Federal Education and Training Assistance Act] maximum rate by more than 30%;
 - c) the student's parents do not live in the commuter belt of the Munich transport association (MVV), with the exception of halls of residence in Rosenheim, partly in Freising, as well as hardship cases;
By signing the Tenancy Agreement, the Tenant explicitly confirms that they meet the aforementioned requirements.
 - 1.2. During the term of the tenancy, the Landlord is to be handed in the certificate of matriculation without further request at the latest by 1st November for the winter semester, and by 1st May for the summer semester.
 - 1.3. The Tenant is aware of the fact that single rooms or apartments must not be inhabited by two or more people as a result of them taking in further persons, as the accommodation is not intended to be inhabited by more than one person.
 - 1.4. The Tenant has the right to use the kitchen assigned to their individual room or apartment. Should the room or apartment have a personal storage compartment assigned to it in the kitchen, the Tenant's kitchen utensils and supplies are to be stored there. Furthermore, the Tenant must keep the communal kitchen, which is also used by other tenants, tidy and in a clean state at all times. The Landlord can access the kitchen to the same extent as all other communal areas of the building in order to inspect the rooms' condition. The Landlord is also entitled to allow cleaning personnel to enter the communally used kitchen as well as to remove any kitchen utensils that were left lying violating the second sentence of Item 1.4. The Landlord may also enter the kitchen in the case of a room or apartment being inspected when a tenant moves out or a new tenant moves in.
2. The Tenant may use the communal rooms for their intended purpose. In addition, the Tenant is entitled to use the communal laundry and drying rooms in accordance with the House Rules (Annex 2). Please also note § 6 "Use of the Rented Rooms".
3. Upon moving in and for the duration of the tenancy, the Tenant will be given two keys to the apartment, in some cases a letter box key, as well as possibly, depending on the hall, further keys. At the end of the tenancy, the Tenant must hand back all the keys they received. Only the Landlord can have new keys made to the rented property. The Tenant must not have any additional keys made unauthorised. Installing personal locks or lock cylinders is not permitted.

§ 2 Term of the Tenancy Agreement / Extraordinary Termination

1. The rented accommodation is located in a student hall of residence. Therefore, the Tenancy Agreement has been concluded for a specific period of time in accordance with § 549 (3) BGB [German Civil Code]. For the duration of the fixed term of the Tenancy Agreement, ordinary termination is not permitted for either the Landlord or the Tenant.
However, the Tenant has the right to give three months' notice of termination of the Tenancy Agreement to take effect on 1st October each year ("special right of termination").
Due to the written form specified in § 568 (1) BGB for terminations, a notice of termination is to be handed in in writing (by letter), i.e. signed by hand. A scanned signature does not constitute a handwritten signature and is thus not sufficient.
2. The right to extraordinary termination without notice for cause remains unaffected by Item 1. In this case, statutory provisions apply.

The Landlord would like to point out that the following examples of violations of the contract are of critical importance to the Landlord regarding the contractual relationship and can, in individual cases, lead to the Tenancy Agreement being terminated by the Landlord without notice:

- a) the Tenant no longer fulfils the requirements listed in § 1 Item 1.1 a) to c);
 - b) the Tenant, despite warning, fails to fulfil the obligation to provide their certificate of matriculation in accordance with § 1 Item 1.2;
 - c) the Tenant, despite warning, continues to have additional persons inhabiting the room or apartment (cf. § 1 Item 1.3);
 - d) the Tenant sublets the rented property in violation of the contract (cf. § 6 Item 4);
 - e) the Tenant violates the House Rules and continues to do so despite having been warned;
 - f) the Tenant is in arrears with the rent security deposit / deposit in accordance with § 551 BGB in the amount of a sum corresponding to twice the monthly rent (§ 569 (2a) BGB). Fixed charges or advance payments for utilities are not to be taken into account when determining the monthly rent as required by sentence 1.
3. Should the Tenant continue to use the rented property after the term of the Tenancy Agreement has expired, the tenancy is not considered as extended; § 545 BGB does not apply.

§ 3 Rent

1. The rent is to be paid monthly in advance by the eighth workday of the month.
2. The Tenant must open a current account at a bank or at the Postbank for the duration of the tenancy and give the Landlord a revocable direct debit authorization for this account in the form of a revocable SEPA direct debit mandate amounting to the individual rent payments that are due.
The Tenant must hand in the SEPA direct debit mandate to the Landlord along with the signed Tenancy Agreement.
3. Should a reminder for the rent be necessary, the Tenant is required to pay the Landlord EUR 10.00 in liquidated damages. The Tenant has the right to provide proof that the Landlord suffered no or a lower loss.
4. If there is a justified reason, the monthly rent payment may be deferred upon written request. The Landlord must receive the request prior to the due date.
5. The Tenant may only offset the rent against a claim arising from the tenancy or assert a right of retention on account of such a claim, if they notify the Landlord of their intention in text form at least one month before the rent is due. Offsetting the rent or exercising a right of retention due to claims not arising from the tenancy is expressly excluded unless the claims are undisputed or recognised by declaratory judgement.
6. The accommodation is publicly funded and rent-controlled. The Landlord has the right to raise the basic rent according to legal provisions – even retroactively. Should the rent be raised, the Landlord will notify the Tenant by email.

The Landlord and the Tenant agree that the rent always amounts to what is legally permitted.

§ 4 Utilities and Internet

1. Apart from the basic rent (§ 1 Item 2.1 of the Tenancy Agreement), the Tenant must bear the utility costs specified in § 2 Nos 1 to 16 of the latest version of the “Betriebskostenverordnung” (BetrKV) [Operating Costs Order] dated 25.11.2003 (§ 556 (1) BGB). In addition, the Landlord is entitled to pass on other utility costs to the Tenant, in accordance with § 2 No. 17 BetrKV, as follows:
 - costs for security services in the case of necessary regular guarding of the student hall of residence for the safety of the students;
 - costs for insurance for inventory;
 - costs for the “Übungsleiterpauschale”, [allowance] (for support activities) for the house representatives, who represent the students’ interests in the student hall of residence;
 - costs for the “Übungsleiterpauschale” [allowance] (for support activities) for the work carried out by the committees in the student halls of residence in the Olympisches Dorf, insofar as the Tenancy Agreement is for one of its rooms or apartments;

- costs for supplies and consumables such as light bulbs, road salt, fuels, toilet paper, towel dispensers, salts for dispensing systems, etc.; electricity costs in the student hall of residence; these are costs for electricity for common areas, elevators, communal antennas and data transmission systems as well as costs for electricity used in the students' individual rooms of the student hall of residence. The electricity costs will be expressed collectively as one item on the annual "Betriebskostenabrechnung" [settlement of utilities paid for and used], as the student hall of residence does not have separate meters available; § 2 Nos 15 and 16 BetrKV are modified to this extent;
- in the student halls of residence Olympisches Dorf and Studentenstadt, costs for supervisory staff as well as non-personnel costs (e.g. the purchase of new books etc.) for the reading rooms in these halls;
- for tenants of shared flats (three or more people), costs for additional cleaning of the shared kitchens and bathrooms and other communally used areas in the shared flat;
- costs for cleaning services which are carried out by an external company after the Tenant has moved out;
- costs for the operation, cleaning and maintenance (regular inspection of proper functioning and safety including adjustments carried out by a technician) of
 - all technical and mechanical installations (such as heating and ventilation systems),
 - elevators (incl. emergency call systems),
 - the underground car park including the technical equipment involved – if present –,
 - lightning protection systems,
 - smoke alarms,
 - systems for the examination of drinking water (e.g. for legionella bacteria),
 - gutters and other roof drainage systems,
 - fire extinguishers (incl. public inspection certificates) as well as installations regarding fire safety. This includes alarm and fire alarm systems with secondary installations, sprinkler systems, smoke and heat outlet systems, hydrants,
 - window and façade elements,
 - ladders used in the halls of residence as well as
 - personal protective gear used in the hall of residence.

The Landlord is entitled to carry out individual services concerning utilities themselves. In this case, the Landlord may estimate the costs of an equivalent service provided by a third party, in particular by a contractor, but without sales tax, § 1 (1) 2nd St. BetrKV.

In the case of utility costs that may arise during the tenancy, the Landlord is entitled to pass these on to the Tenant, if they can be assigned to a type of cost listed in § 2 Nos 1 to 16 BetrKV.

Furthermore, the Tenant must pay a fixed amount for internet access. This charge includes the installation, cleaning, servicing, maintenance and upkeep (e.g. rent) of the data transmission devices as well as of the (internal and external) data transmission network (if present).

2. The Tenant pays a reasonable amount for utilities, each month in advance (see § 1 Item 2.2 of the Tenancy Agreement).
3. In the case of costs which are dependent on the level of consumption, the Landlord has the right to determine a consumption-related ratio for apportioning utility costs, as appears just. The Tenant must be informed of this during the ongoing calculation period; it will then come into effect at the beginning of the following calculation period. The ratio for apportioning utility costs is primarily – unless differently arranged, or prescribed by law – the proportion of the accommodation to the total number of accommodation units in the building or hall of residence.

If small individual areas in certain student halls of residence are also used for commercial purposes, only that business is to be charged for utilities that were exclusively used by this business. In this case, the property tax will be allocated proportionally according to the assessed values stipulated by the tax office.

Based on § 11 (1) No. 2a) and (2) HeizKV, the Landlord refrains from charging and distributing the costs for heat and hot water based on consumption as the rented property is a student hall of residence.

4. A calculation to settle the advance payments will be carried out on a yearly basis in accordance with statutory guidelines. The Landlord determines the calculation period. Should a reading of heat and hot water consumption not be possible at the end of the year covered by the calculation, the calculation period for heating costs may deviate from the calculation period of the other utility costs.

If the Tenant moves out during the calculation period, there will neither be an interim reading nor an interim settlement.

The annual settlement must include: a clearly arranged list of all costs, a calculation of the Tenant's portion stating and explaining the apportioning ratio, the sum of all advance payments that were made as well as the resulting amount still due or the resulting amount to be credited.

In accordance with statutory provisions and observing the required notification period and form of notification, either party may demand the advance payment being adjusted for the future. Should it be necessary to adjust the advance payments, the Landlord will notify the Tenant by email.

Should the tenancy end in the year in which the Landlord hands over the property to the landlord on their part, both parties now agree that the calculation settling utilities will only cover the time period in which the Tenant used the rental property during that calculation period. The settlement of this shortened calculation period also only needs to be carried out by the end of the calendar year following the calculation period. Corrections to the calculation can be made up until this time, even if it was drawn up beforehand.

§ 5 Deposit

No interest is paid on the deposit which is to be paid by the Tenant in accordance with § 1 Item 3 of the Tenancy Agreement (cf. § 551 (3) 5th St. BGB). The Tenant cannot offset the deposit against claims asserted by the Landlord during the term of the tenancy. After the rented rooms have been returned, the Landlord must determine what their claims from the tenancy will amount to and must pass this information on to the Tenant. The Landlord can take up to 6 months to review their claims before settling the deposit. The Landlord is entitled to retain an appropriate amount (EUR 150.00) from the deposit in order to cover additional payments that are to be expected from the settlement of utilities (cf. § 4 Item 4).

§ 6 Use of the Rented Rooms

1. The Tenant may only use the rented accommodation for the purposes stipulated in the contract. The Tenant must treat the apartment and the communal areas with respect and due care. The Tenant must ensure that the rented property is properly cleaned, looked after, aired and heated. Floors are to be professionally cleaned and taken care of.

In the event of being absent for more than four weeks, the Tenant must make sure that they or a person appointed by them to do so allows hot water to run (for five minutes) at all fittings in the rented property in order to prevent the formation of legionella bacteria.

2. The House Rules, attached to the Tenancy Agreement as Annex 2, are to be observed.
3. Smoking is not permitted in the communal areas of the student hall of residence (such as communal kitchens and bathrooms, hallways, stairwells, cellars, attics, garages, etc.). The Tenant is permitted to smoke in that part of the rented accommodation which is used exclusively by themselves, keeping in line with the usage stipulated in the contract.

Smoking is also prohibited in rooms – regardless whether communal or exclusively used by the Tenant – which are located directly above a childcare centre.

4. In order to sublet the rented rooms to a third party or to otherwise let a third party use all or part of the rented accommodation, the Tenant requires the prior written consent of the Landlord. Subletting must be applied for in writing and is only possible for a limited amount of time. The Tenant must not make a profit from it. The Landlord can deny the Tenant the right to sublet or revoke it at any time, for serious reasons. In order to get permission, the Tenant must provide the Landlord with the name of the subtenant and with proof that the subtenant is enrolled at a university. The Tenant must also state their reasons for wanting to sublet. Please note § 2 Item 2 c) and d).

5. Keeping pets is not permitted unless they are small animals (such as ornamental fish, cage birds, hamsters, etc.) or the Tenant has a legitimate interest in having the animal (e.g. guide dog). However, the Tenant is entitled to seek individual prior consent from the Landlord for keeping a pet to whom the exception does not apply. Consent may be denied or revoked for serious reasons if other residents or neighbours are disturbed by the animals or interference with tenants or the property is to be feared.

6. The Tenant is not entitled to install household appliances (washing machines, dryers, refrigerators,

freezers, etc.); the Landlord provides a sufficient number of these appliances. Small appliances such as toasters, coffee machines etc. may be installed and used.

Installing personal electric heating systems, air conditioners and dishwashers requires a written request of the Tenant and approval of the Landlord prior to installation. Storing hazardous substances is prohibited.

7. The rented accommodation is equipped with furniture and other fittings. These must not be swapped between rooms or permanently removed. While renting the accommodation, furniture may be removed from the room and stored elsewhere, but must be back in the room when returning the property. Please see § 11.
8. Without the property management's prior consent, the walls must not be wallpapered or painted. Consent to do so does not release the Tenant from the obligation to return the rented property in its original state at the end of the tenancy, unless the Landlord explicitly states that this is not necessary. Hooks, screws, nails, adhesives and the like must not be attached to furniture or other equipment and, if attaching them to walls, this must be carried out in such a way that no permanent damage is caused.
9. It is not permitted to mount awnings and outside blinds or to set up flower boxes/pots in front of windows.

§ 7 Building Alterations

1. The Tenant must tolerate measures taken by the Landlord which are necessary or appropriate for the upkeep of the building or the rented rooms or in order to prevent hazards. The Tenant must keep the rooms in question accessible and must not impede the execution of work to be carried out.
2. The Tenant must not, without the Landlord's written consent, carry out any building alterations or other changes within the rented rooms or to the installations or equipment present in the rooms, which would exceed the use of the rented property stipulated in the contract.
3. The Landlord would like to explicitly point out that the Student Union's residential buildings – especially due to the age of the individual residential buildings – are constantly subject to construction and renovation work. For this reason, disturbances are to be expected and must be tolerated. Any claims of the Tenant due to the aforementioned disturbances are excluded.

In the case of upcoming construction and renovation work in a student hall of residence, the Landlord also reserves the right to move tenants into other halls of residence of the Munich Student Union, should this become necessary. Tenants will be informed of this in good time by email.

4. If the Tenancy Agreement contains the annex "Information about Construction Work" under § 2, the Tenant is aware of the fact that, within the framework of the Tenancy Agreement, they, because of their prior knowledge about the construction and renovation works to be performed, have no right to claim a reduction of rent and/or other claims due to noise and dust impact resulting from the construction work. Claims due to other possible defects, however, remain unaffected by this.

§ 8 Repairs and Liability

1. The Tenant must immediately report to the Landlord any damage to the rented rooms. The former waives any reimbursement for expenses incurred by repairs which were carried out without having requested the Landlord to have the damage repaired within an appropriate period of time, except in case of imminent danger.
2. The Tenant is liable for any damage culpably caused by them, their family members, visitors, subtenants as well as people engaged by them to carry out jobs or deliveries. It is incumbent upon the Tenant to prove that the damage was not caused by culpable conduct. The Tenant is not liable if the cause of the damage did not originate in their area of responsibility.

The Tenant is also liable for damage caused by negligence when handling water, gas or electric lighting and power lines, lavatory and heating systems, by leaving doors open or failing to carry out other duties incumbent upon the Tenant (lighting etc.), particularly if technical systems or other installations are improperly handled or the rented rooms are insufficiently aired, heated or protected against frost.

The Landlord urgently recommends the Tenant to take out personal liability insurance.

3. Liability without fault on the part of the Landlord for material defects that are present at the time the agreement is concluded (guarantee liability) is excluded, § 536a (1) BGB does not apply in this case.

§ 9 Access to and Inspection of the Rented Rooms by the Landlord

1. After having given sufficient notice, the Landlord or a representative engaged by them may enter the rented property at appropriate intervals during usual visiting hours in order to check the rooms' condition, to carry out readings on meters, to take drinking water samples in accordance with water quality regulations or to service smoke alarms. The same applies if there is a strong suspicion that the Tenant or their vicarious agents are using the rented property in violation of the contract or are severely neglecting their duty to exercise proper care and diligence, which is incumbent on them. It will be taken into consideration should the Tenant be unable to attend.
2. Should the Tenant be absent for a longer period of time, they must ensure that the Landlord's rights laid out in § 9 Item 1 can be exercised.
3. In order to avert danger to people's lives and health, in order to avert, examine and repair considerable property damage and in the event of disturbances of the peace in the house, the Landlord may enter the rented property even without giving prior notice; this also applies if the Tenant is absent.

§ 10 Transfer of Agreement

1. Should the property be sold, the Landlord is entitled to transfer the Tenancy Agreement to the buyer even prior to the entry in the land register. Already when signing the Tenancy Agreement, the Tenant agrees to such a transfer of the agreement and releases the Landlord from all obligations which the buyer assumes.
2. § 566 (2) BGB is explicitly contracted out of, i.e. the Landlord is not liable as a guarantor even if a buyer does not fulfil their obligations towards the Tenant.

§ 11 Termination of the Tenancy

1. At the end of the tenancy, the Tenant must hand over their accommodation on the last workday (Monday to Friday) before the agreement expires, between 8 a.m. and 10 a.m. The rented property must be completely vacated and thoroughly cleaned. The Tenant is liable for any loss or damage incurred by the Landlord, a legal successor or subsequent tenant as a result of non-compliance with this obligation.
2. In order to receive public funding, the Landlord is required to rent out the apartment without any interruption. That means that the Tenant must move out and a new tenant move in within approx. 24 hours. With this in mind, both parties agree that the Landlord may claim damages if the duties set out in Item 1 are not fulfilled or badly performed, without having to first set a deadline for performance or subsequent performance. All expenses that arise for the Landlord, e.g. due to the Tenant not having sufficiently cleaned the property or not having completely vacated it etc., will be deducted from the Tenant's deposit.
3. Should it be impossible to continue renting out the accommodation due to items left behind, the Landlord will claim compensation for loss of use from the Tenant. The Tenant will also be charged for the cost of storing individual valuables which were left behind. Ownerless things as defined in § 959 BGB, such as worthless junk or rubbish, will not be stored.
4. If the Tenant fails to return the keys by the time specified in § 11 Item 1, they must pay EUR 150.00 for the lock cylinder being replaced.

§ 12 General Provisions

1. Storage of Tenant Data

The Tenant agrees to the storage and disclosure of their personal data insofar as this is necessary for the management of the property and the execution of the Tenancy Agreement.

2. Several Persons as Tenant (this only applies to flats)

Declarations of intent concerning the tenancy must be made by or to all Tenants. Several persons as Tenant authorise each other to make and receive such declarations; this authorisation may be revoked at any time. This authority does not apply to approving a demand for a rent increase, giving notice of termination, requesting an extension of the tenancy or in the case of agreements concerning tenancy termination or amendments to the tenancy agreement.

3. Severability Clause

Should any part of the Tenancy Agreement be invalid or voidable, it will not affect the validity of the rest of the agreement. In this case, the parties undertake to reach an agreement concerning the invalid part which, in a legally permissible manner, comes as close as possible to what the contracting parties would have agreed on had they known of the invalidity. The same applies should the Tenancy Agreement be

incomplete.

4. Applicable Law

Unless stipulated otherwise in the Tenancy Agreement, statutory provisions apply.

5. Communication via Email

Communication between the Landlord and the Tenant mainly takes place via email, unless a different form is stipulated by the Tenancy Agreement or required by law. The Landlord communicates with the Tenant via the email address provided by the Tenant.

The Tenant must ensure that they can be reached via email and, especially, must take care that the Landlord's emails are not prevented from being delivered or read due to full inboxes or landing in spam folders etc. Should the Tenant's email address change, they must inform the Landlord about this change immediately.

6. Licence Fee

In Germany, tenants are generally required to pay the "Rundfunkbeitrag", a public broadcasting licence fee, for their flat. The Landlord would like to point out that, if the Tenant is required to pay the fee, it must be paid directly to the contribution service of ARD, ZDF and Deutschlandradio.

§ 13 Dispute Resolution Procedures

In accordance with §§ 36, 37 "Verbraucherstreitbeilegungsgesetz" (VSBG) [Consumer Dispute Resolution Act], the Landlord would like to point out the following:

The Landlord is neither willing nor obliged to participate in any dispute resolution procedures before a consumer conciliation body under the VSBG. The VSBG, however, requires the Landlord to nonetheless point out to the Tenant a consumer conciliation body in charge:

Allgemeine Verbraucherschlichtungsstelle des Zentrums für Schlichtung e. V.,
Straßburger Str. 8, 77694 Kehl, website: www.verbraucher-schlichter.de.

Notification regarding Withdrawal

You have the right to withdraw from the Tenancy Agreement within 14 days without giving any reasons. The withdrawal period is 14 days starting with the day on which the contract is concluded. In order to exercise your right of withdrawal, you need to inform us

name: Studentenwerk München, Anstalt des öffentlichen Rechts
address: c/o Verwaltungsstelle
Helene-Mayer-Ring 9
80809 München
email: wohnen-vertrag@stwm.de

by means of a clear notification (e.g. a letter sent with the post or an email) of your decision to withdraw from the Tenancy Agreement. You may use the supplied sample withdrawal form; however, using it is not obligatory.

In order to stay within the withdrawal period, it is sufficient that you send off the notification about exercising your right of withdrawal before the withdrawal period expires.

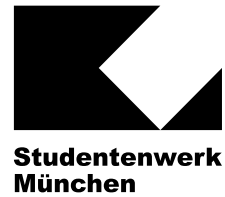
Consequences of withdrawal:

Should you withdraw from the Tenancy Agreement, we will refund all payments which we by then have received from you, without undue delay and at the latest within 14 days starting with the day on which we received your notification regarding your withdrawal from the contract.

We will use the same means of payment for the refund that you used for the original transaction, unless something else was explicitly agreed with you; under no circumstances will you be charged for a refund.

If you requested that the service should begin during the withdrawal period, you must pay us a reasonable amount, which corresponds to the proportion of the services already provided up to the time you notified us of your decision to exercise your right of withdrawal from the Tenancy Agreement compared to the total amount of services which would have been provided by the contract.

For the days in between the start of the Tenancy Agreement and the withdrawal, the Tenant must pay an appropriate compensation for loss of use before the Landlord transfers the rent back to them within 14 days.



Withdrawal Form

If you wish to withdraw from the Tenancy Agreement, please fill out this form and send it back to the administrative office in charge.

name: Studentenwerk München, Anstalt des öffentlichen Rechts
address: c/o Verwaltung
street
post code / city
email: wohnen-vertrag@stwm.de

I (Tenant):

surname, first name:

address:

hereby withdraw from the Tenancy Agreement dated (date of conclusion of the contract):

which I concluded with (Landlord):

name: Studentenwerk München, Anstalt des öffentlichen Rechts
address: Leopoldstraße 15
80802 München

date, signature Tenant

House Rules for the Student Halls of Residence of the Munich Student Union

The Munich Student Union wants to provide its residents the possibility to enjoy living in its halls without being disturbed in their studies. When many people live together in comparably close quarters, special consideration must be given to co-residents as well as to neighbours. It is therefore necessary to pay careful attention and strictly adhere to the following House Rules. Every tenant must ensure that also their guests comply with its rules and regulations.

1. Disturbance of the Peace

- 1.1. In the student hall of residence, in the house itself as well as in the rooms, disturbing noise is to be avoided. Notwithstanding statutory and official provisions, indoor work and other activities disturbing the peace are not permitted between 12 noon and 2 p.m. as well as between 6 p.m. and 8 a.m. This type of work and activities is never permitted on Sundays and on holidays.
- 1.2. Special care is to be taken to maintain the peace and quiet between 10 p.m. and 7 a.m.
- 1.3. TVs, radios and other sound systems are to be kept at a low volume. Playing musical instruments is only permitted if kept down and only between 8 a.m. and 10 p.m.

2. Keys

Only the Landlord can have new keys made to the apartment. The Tenant must not have any additional keys made unauthorised. Installing personal locks is not permitted.

3. Storing Objects

- 3.1. Hallways or access balconies and stairwells are to be kept clear of any objects (emergency escape routes). Putting down doormats or grids is also prohibited. Any objects which are nonetheless put down or left lying may be removed by the Munich Student Union without notice. The owner bears the costs for the removal and, as the case may be, storage, as well as the risk of damage, unless a vicarious agent is liable for damage caused intentionally or by gross negligence. The same applies to posters, pictures and other wall decoration that is put up outside the personal rooms without the Landlord's approval.
- 3.2. Motor vehicles, mopeds and bicycles are only to be parked in the spaces intended for them. On the premises of the student hall of residence, motor vehicles, mopeds and bicycles may only use the specified roads and paths. Non-operational or non-registered vehicles must not be parked on the premises of the student hall of residence. Vehicles parked other than on the designated parking spaces may be towed and stored at the registered keeper's expense. This applies to all vehicles belonging to tenants or guests.

4. Waste Disposal

Household waste may only be deposited into the waste containers provided for this purpose. Official regulations are to be observed when disposing of special waste, in particular bulky items. The Tenant must dispose of special waste or have it disposed of at their own expense.

5. Cleaning Duties

- 5.1. Any necessary cleaning of the shared kitchens and sanitary facilities is incumbent on the tenants on a rotational basis scheduled amongst themselves. This also includes preventing bringing in vermin and its spreading.
- 5.2. Freezers must be defrosted regularly in order to prevent damage as well as unnecessarily high energy consumption.
- 5.3. Balconies and terraces are to be kept free of snow and dirt. Balcony furniture may only be set up in areas which are not marked as emergency escape routes. Furniture belonging to the Landlord, other furniture and equipment as well as rubbish must not be stored on balconies and terraces.

6. Use of the Exclusively Rented Rooms

- 6.1. Without the property management's prior consent, the walls must not be wallpapered or painted. Consent to do so does not release the Tenant from the obligation to return the rented property in its original state, unless the Landlord explicitly states that this is not necessary.
- 6.2. It is not permitted to mount awnings and outside blinds or to set up flower boxes/pots in front of windows.
- 6.3. Hooks, screws, nails, adhesives and the like must not be attached to furniture or other equipment and, if attaching them to walls, this must be carried out in such a way that no permanent damage is caused.
- 6.4. The rented rooms are to be aired as often as necessary as well as in a way that saves energy by creating a short and intensive circulation of air. Windows and doors should be opened wide several times a day for 5 - 10 minutes. When airing the rooms, special attention needs to be paid to tightly sealed windows. Having the windows open permanently must be avoided during the heating season. Open or tipped windows cause several times the amount of heat loss compared to opening the windows completely for a short period of time.

Large amounts of water vapour, which can arise in certain rooms, e.g. when cooking or having a shower, should be led outside immediately by efficiently airing the room. If possible, the doors should remain closed while doing so, so that the water vapour cannot spread into the entire flat.

The rooms are to be heated sufficiently and above all as continuously as possible during the heating season. The radiators' heat emission must not be blocked, e.g. by long curtains or setting up furniture in front of them. Doors leading into rooms which are heated less should always remain closed. Regulating the temperature in these rooms is the job of the radiator located inside the room.

Air circulation must not be prevented. That is especially important in the case of outside walls. For this reason, furniture should be put up in a distance of at least 5 -10 cm to the walls, especially in the case of furniture with no gap at the bottom.

The Tenant is responsible for frost damage caused by open windows as well as mould damage caused by incorrect airing and heating.

7. Use of Communal Rooms

- 7.1. Items left in the storage rooms are to be marked with the owner's name. The Landlord does not assume any liability for stored items. It is prohibited to introduce/store flammable, highly corrosive or perishable substances.
- 7.2. Bathrooms and kitchen units are to be regularly cleaned with a gentle non-abrasive cleanser, limescale is to be avoided by drying everything up immediately and stains in the toilets must be removed on a regular basis. The communal areas must always be left in a clean state. The Tenant must take all reasonable measures to prevent loss, destruction or damage with regard to the rented or communally used rooms and items. That includes, in particular,
 - locking the rooms,
 - no open flames or embers,
 - treating electric heat sources and candles with care,
 - protecting water pipes against frost, preventing windows and doors from being slammed.
- 7.3. Neither personal furniture nor household appliances (washing machines, dryers, refrigerators and freezers, etc.) are to be placed in the furnished communally used areas. Small appliances such as toasters, coffee machines (thermostatically controlled), etc. may be installed and used.
- 7.4. Notices hung up by the property management are to be observed.

8. Radio and Television Reception

A broadband cable connection is available in the student hall of residence. The connection is for private use only. It enables receiving German and international channels. Therefore, installing dish antennas is not permitted.

9. Barbecues

- 9.1. Having barbecues is generally not permitted.
- 9.2. In the student halls of residence (e.g. Stiftsbogen, Chiemgaustraße, Studentenstadt) that provide barbecue areas, having barbecues is permitted in the designated areas, to the extent customary, until 10 p.m.
- 9.3. Please also note Item 1 ("Disturbance of the Peace").

10. Safety and Security Measures

- 10.1. Tenants must not set foot on the rooftops and must not store any items on them.
- 10.2. Official regulations concerning the building and fire safety are to be observed.
- 10.3. Substances that are highly flammable and pose a fire hazard must not be stored or kept in the attic, the cellar or in the luggage storage rooms. In addition, no furniture, mattresses, textiles or similar items must be kept in the attic.
- 10.4. Windows and doors are to be thoroughly closed at night as well as during stormy or rainy weather. This also applies to windows in the cellar and attic units as well as to whoever is using the communal rooms. Shutters and blinds must not be closed in stormy weather.
- 10.5. Any parties and celebrations (also known as "Flurpartys") in hallways or corridors, on staircases etc. are strictly prohibited (emergency escape routes).

Fire Safety Regulations for the Student Halls of Residence of the Munich Student Union

1. Observance of Fire Safety Regulations and liability

All tenants must observe all fire precautions and rules set out in these Fire Safety Regulations. In the case of non-compliance, the Tenant can be held liable.

2. Knowledge regarding escape routes, alarm devices and fire extinguishers

All tenants must inform themselves about existing emergency escape routes as well as the locations of fire alarm devices, house alarms and hand-held fire extinguishers.

3. Keeping all emergency devices accessible

All emergency devices, such as fire extinguishers, wall hydrants, house alarm systems and fire alarm devices, must be kept accessible and visible at all times.

4. Handling hand-held fire extinguishers

All tenants must make themselves familiar with how to handle the fire extinguishers (if present). If required, instructions can be given by the caretaker in charge of the hall. If a fire extinguisher has been used, this must be immediately reported to the Landlord.

5. Emergency escape routes

Escape routes, such as corridors, stairs, emergency exits and escape balconies, must not be blocked or narrowed by any objects and must be kept clear across their entire width. Marked escape routes either lead outside or to a secured area, i.e. to the building's next fire compartment.

These escape routes also serve as fire-fighting routes for the fire brigade. In these areas, no substances or objects are to be stored that may pose a particular danger or add to the fire load. That includes, in particular, electrical appliances, inflammable furniture and other household equipment and furnishings.

6. Fire brigade areas

Access routes and hardstand areas for the fire brigade must not be blocked by parking vehicles. Any vehicle parked illegally on these routes and areas will be removed at the owner's own expense.

7. Preventing fire and smoke from spreading

Holding fire and smoke protection doors open (these are, in particular, the doors in the corridors) by using wedges or other objects is prohibited. In the event of a fire, these doors prevent the smoke, which can very quickly lead to death, from spreading beyond the enclosed fire compartment and can only be kept open if they are controlled by an automatic fire alarm system. All tenants as well as any persons temporarily staying in the hall of residence must report blocked emergency escape routes, damaged or stolen fire safety or emergency devices as well as non-functioning fire and smoke protection doors to the Landlord or the property management immediately after having noticed.

8. Portable cooking and heating appliances

Installing and operating the following appliances without the Landlord's permission is strictly prohibited:

- heating appliances for controlling the room's temperature (radiant heaters, fan heaters, etc.)
- all types of immersion heaters
- non-thermostatically controlled hot water devices or hotplates

9. Handling fire and highly flammable substances

- Performing any cutting, grinding and welding as well as handling naked flames is, in general, only permitted after a hot work permit has been issued.
- After applying for the permit, the building management (TGM/IGM) will determine the necessary safety precautions. In any case, all relevant safety precautions, such as setting up fire extinguishers and/or firewatch teams, must be observed.
- Matches as well as leftovers of cigarettes and tobacco may only be placed in non-flammable containers. Depositing them in waste paper baskets is prohibited. The use of naked flames, such as candles, oil lamps, etc., is to be avoided and is only permitted under supervision. Smoking in bed is not permitted.
- Letting off any pyrotechnic products is prohibited in the entire hall of residence.
- Smoking is prohibited in rooms containing technical equipment, such as boiler rooms, electrical operating rooms, lift machine rooms, ventilation centres, as well as in all rooms marked as non-smoking.
- Storing highly flammable substances, such as paints, thinners, etc., in the room and in the entire hall of

residence is not permitted if the amount exceeds a total of 1 litre.

10. Safety and protection against fire

- Doors leading into the house and the flats as well as doors to the washing machine room must be kept closed at all times. It is recommended to keep ground floor windows closed at night as well as when residents are absent.
- Corridors and stairwells serve as emergency escape routes. They must be kept completely clear at all times; objects such as bicycles, cardboard boxes, chairs, bottles, rubbish, shoes, etc. must not be placed here under any circumstances. Also for reasons of fire safety, it is not permitted to hang up posters or similar on the walls in the corridors and stairwells as well as on doors to the house, cellar and shared flats.
- For fire safety reasons, having barbecues is strictly prohibited in the entire hall of residence (e.g. on roof-top terraces, escape balconies, etc.). However, depending on the hall of residence, there are barbecue areas available on the premises, provided by the Munich Student Union.

Sample

User Agreement for the Data Network of the Halls of Residence of the Munich Student Union

General information

Tenants receive direct access in their rooms to the hall of residence's network (LAN) as well as to the Munich Scientific Network (Münchener Wissenschaftsnetz, MWN) operated by the Leibniz Supercomputing Centre (Leibniz-Rechenzentrum, LRZ). Access to the universities and institutions which are part of the MWN as well as to the internet is regulated by the LRZ. This cooperation with the LRZ serves the purpose of allowing students to access the MWN from at home.

This network is intended for academic education.

Open access to the internet is a privilege that requires all users to use the medium responsibly and sensibly. For this reason, all users are urgently asked not to endanger these projects by abuse.

Access to the LRZ, the MWN and the internet is subject to separate regulations, which can be found on the LRZ website at: www.lrz-muenchen.de/wir/regelwerk.

The halls of residence in Rosenheim are also connected to the network of the Rosenheim University of Applied Sciences.

§ 1 Access

Only the subscriber may use the service. The subscriber must have signed a tenancy agreement for a room or apartment in one of the halls of residence of the Munich Student Union.

Network access is intended for personal use; the subscriber is responsible for its use. Other persons may only use the network under the supervision of the subscriber.

All persons below the age of 18 years are generally excluded from using the network; unless they themselves are the subscriber and their parents or legal guardian agree to this User Agreement.

§ 2 Specification of Services

The subscriber has network access to the hall's LAN in their room. The LAN is based on the TCP/IP protocol family via Ethernet. This applies to internal LAN traffic as well as to accessing the LRZ.

The LRZ is accessed via suitable connections (e.g. dedicated line).

The subscriber is assigned connection parameters – such as network addresses (IP addresses) and domain names (DNS).

§ 3 Data Protection and Connection Data

The network management (the Munich Student Union or a representative) is technically capable of and entitled to controlling data traffic in the LAN and dedicated line. However, this right is only exercised in the rare case that it is necessary for administrative reasons (e.g. unauthorised access, dealing with disturbances).

Statistical data concerning the use and capacity utilization of the LAN and external connection will be regularly collected. This data is anonymised, used solely internally and deleted after 80 days at the latest.

The Student Union can pass on the following subscriber data to the persons in charge of operating the LAN:

- name and current address;
- address of main place of residence;
- identification number;
- IP addresses of the subscriber.

The following subscriber data can be forwarded to the LRZ upon their request:

- name and current address;
- university and matriculation number.

In the case of subscribers in a hall of residence in Rosenheim, this data can be forwarded to the Rosenheim University of Applied Sciences upon their request.

Network traffic and connection data of a subscriber can be logged and analysed upon reasonable suspicion that they or other subscribers have been violating § 5.

§ 4 Subscriber Duties

The subscriber is required to:

- 1) use the network only for the purpose of academic education;
- 2) use their access to the LAN, the MWN and the internet responsibly and sensibly;

- 3) avoid using the network excessively (constantly exceeding a subscriber's average share of bandwidth);
- 4) only use the connection parameters (such as IP address, DNS) assigned to them;
- 5) follow the instructions provided for connecting to the LAN;
- 6) use only devices, equipment, software and hardware within the LAN that meet the technical and operational requirements of the LRZ, the Student Union and the network management;
- 7) configure their hardware and software correctly;
- 8) protect their user identifications (accounts) and personal passwords from being accessed by third parties and not to pass on this information;
- 9) make sure that no third party can access their data and computer (e.g. by using passwords);
- 10) report unauthorised access from outside or within the LAN to the network management so that measures can be taken to protect the network;
- 11) regularly update themselves on network regulations and terms of use of the Student Union, the LRZ and associated institutions;
- 12) give preference to data stored within the LAN or on the LRZ servers;
- 13) give preference to local news servers;
- 14) use the proxy servers and cache servers recommended by the Munich Student Union when accessing the WWW;
- 15) check if data is available on local servers or servers within the MWN before downloading it via ftp;
- 16) observe national and international copyright laws;
- 17) regularly and to the extent necessary backup important data on their computer;
- 18) transmit confidential data encrypted or secured by appropriate technical measures to prevent third-party (unauthorised) access.

§ 5 Violations

The following violations – provided they are carried out with gross negligence or intent – will lead to the subscriber being permanently excluded from the LAN at their expense:

- 1) violating the subscriber's duties listed in § 4;
- 2) propagating information which is illegal or contrary to public policy;
- 3) infringing the rights of others (e.g. personal privacy);
- 4) violating national and international copyright (e.g. propagating or sharing protected software or music);
- 5) using the network for other purposes than academic education;
- 6) using the network for commercial purposes (a commercial provider must be used for commercial purposes, for example in the case of selling objects or software over the internet);
- 7) unauthorised accessing of databases or computers including servers within and outside the LAN (e.g. accessing data without the owner's permission);
- 8) any form of monitoring or logging data transmissions;
- 9) unauthorised manipulation of data or information in the network (e.g. using fake names);
- 10) disclosing user information (accounts to third parties);
- 11) allowing unauthorised third parties to access their data and computer;
- 12) setting up public access points, such as freely accessible computers (e.g. in communally used areas), or hosting network connection services via dial-up or wireless dedicated lines etc.;
- 13) using connection parameters other than those assigned by the network management;
- 14) destruction or manipulation (e.g. opening) of the installed telephone/data jack;
- 15) using devices, equipment, software and hardware within the LAN that do not meet the technical and operational requirements of the LRZ, the Student Union or the network management;
- 16) using incorrectly configured hardware or software;
- 17) constantly exceeding the subscriber's average share of bandwidth;
- 18) as well as violations set out in § 7.

§ 6 Charges

The monthly charge to be paid by the subscriber is used for the operation and maintenance of the LAN and the connection to the LRZ.

The services of the LRZ, associated institutions and access to the internet are not included. The subscriber is aware of the fact that the LRZ is currently providing these services free of charge. Should there be a charge for these services in future, the subscriber will be charged for them in addition to the charge mentioned in § 6 sentence 1.

The charge is part of the utility costs, taken from the Tenant's account on a monthly basis.

Residents who have signed a tenancy agreement for a hall of residence with internet access must – regardless whether or not they use this service – pay the monthly charge.

§ 7 Devices

The LRZ, the Munich Student Union or a representative can forbid the use of certain devices, equipment or software.

In the case of disturbances which are caused by the subscriber's devices, hardware or software, the subscriber can be disconnected from the service at any time and without warning until the subscriber has sorted out the problem. The subscriber cannot claim damages and must continue to pay the charges set out in § 6.

The Munich Student Union can ask for damages in the case of disturbances caused by the subscriber's devices, hardware or software, if the subscriber acted with gross negligence or intent. This can also lead to the subscriber being excluded from the LAN in accordance with § 5.

§ 8 Warranty

Connecting devices to the network is at the user's own risk. Neither the Munich Student Union nor the LRZ or the company in charge of operating the network have safety measures that protect the subscriber from unauthorised access from the LAN and/or internet. Damages cannot be claimed.

The subscriber themselves bears the risk of surges that might occur in the computer network (e.g. if struck by lightning).

The LAN and the dedicated line to the LRZ are managed and operated to the best of our ability. Disturbances cannot be ruled out. They will, however, be sorted out as quickly as possible. The subscriber cannot claim damages in the case of an outage.

Repayments of the monthly charge can only be claimed if an outage of the LAN or dedicated line to the LRZ lasts more than 30 days in a row.

The subscriber is aware of the fact that the Student Union has no influence on the services provided by the LRZ nor on the proper functioning of the internet. There can be no claim for damages.

Claims for damages against the Munich Student Union based on legal or contractual claims – involving the LAN – can only be made in the case of gross negligence and intent.

Claims for damages can be made against the subscriber when dealing with disturbances caused by defects in the subscriber's hardware or software.

§ 9 Further Regulations

This User Agreement is issued by the Munich Student Union and is part of the Tenancy Agreement.

When using the LRZ network, the regulations of the LRZ must be observed. The user must regularly update themselves on these regulations. The LRZ can change their regulations at any time unilaterally. The latest version can always be found online at www.lrz-muenchen.de/wir/regelwerk.