

## General Terms and Conditions for the "Guest House Steinweg" 44, 53121 Bonn

### § 1 Residence Entitlement

- 1.1. International visiting scholars as well as their family members, continued education students, PhD candidates, recently appointed professors, and other members of the university who were referred by the Rheinische Friedrich-Wilhelms University in Bonn are the first to be entitled to reside in the housing complexes managed by the Bonn Student Association AöR.
- 1.2. If the available number of residences is not already completely filled by individuals entitled in accordance with Section 1.1, the Bonn Student Association is entitled to fill/rent the residences in consultation with the University of Bonn.

### § 2 Premature Termination by the Lessee

- 2.1. The lease ends with the expiration of the stipulated time in the contract without requiring a special termination notice.
- 2.2. The lease may be terminated in exceptional cases by the lessee before the expiration of the contract period by explaining and proving the reasons for the special circumstances.

The following reasons are recognised as special circumstances:

- health impairments which make further residence impossible
- stay abroad

- 2.3. The termination is admissible in accordance with Section 2.2 at the latest by the 15th of the calendar month for the end of the month. The date the lessor receives the notification is decisive for meeting the deadline.
- 2.4. In the event of prematurely terminating the lease, a lump-sum payment is to be made by the lessee to the lessor in the amount of 20 Euros to compensate for increased administrative work.

### § 3 Premature Termination by the Lessor

- 3.1. The lessor may only terminate the lease before its scheduled completion for an important reason in writing in accordance with Section 2 of the rental agreement by applying Section 545 of the German Civil Code (BGB).

For example, important reasons may be one of the following:

- 3.1.1. The lessee is in arrears with the rental payment or the deposit, or a considerable part of the rental payment or a considerable part of the deposit, on two consecutive payment dates, or the lessee is in arrears for a period of time that extends beyond more than two payment dates amounting to two months' rent.
- 3.1.2. The lessee uses the rented rooms in violation of the rental agreement, in particular by allowing third parties to use the rooms entirely or partially without the prior written consent of the lessor.
- 3.1.3. The lessee continuously disturbs the peace in the building.
- 3.1.4. The lessee repeatedly or significantly violates other contractual obligations.
- 3.2. Moreover, the lessor is entitled to terminate the lease prematurely if the student housing complex is no longer useable in general or in part due to required renovation or demolition work or is vacated entirely or in part for other economic reasons.
- 3.3. Upon termination by the lessor, the lease ends on the date that the termination is announced. The return of the rental property to the lessor must take place at the latest by 10:00 a.m. on the same day, unless the lessor has agreed to a later time.
- 3.4. If the lessor is entitled to terminate the lease without notice, the lessee is still obligated to pay, beyond the date of the termination and beyond the date of the actual return of the rental property, a user's fee for the amount of the total rent determined by the lessor at that time, until the date that the lessor could have terminated the lease with notice, or at the latest until the rented rooms are rented again or until the time of the contract termination with notice in accordance with Section 2 of the rental agreement.

## § 4 Extension of the Lease

- 4.1. Considering the fact that the contract partners mutually agree on the temporary use of the residential rooms, the purpose of the housing complex, and the limited number of residences which should be made available to a large number of eligible individuals as part of a rotating principle, an extension of the lease is generally not possible.
- 4.2. In exceptional cases, the lease may be extended for a limited period of time after expiration of the contract if the lessee shows and proves special circumstances in writing.

The following reasons are recognised as special circumstances:

– health impairments which make moving impossible and the Rheinische Friedrich-Wilhelms University provides its written permission for an extension

or

– the Rheinische Friedrich-Wilhelms University provides its written permission for an extension for other reasons.

- 4.3. In accordance with Section 4.2., the request is to be submitted to the lessor in writing at the latest two weeks before expiration of the agreed upon period of the contract and must describe the special circumstances and show the respective proof.
- 4.4. If the lessee continues to use the rental property in spite of the expiration of the agreed upon contract period and without the permission of the lessor, the lease is not considered extended. Section 545 of the German Civil Code (BGB) is not applicable.

## § 5 Payment of Rent / Default of Payment

- 5.1. In accordance with Section 551 of the German Civil Code (BGB), the entire rent and the security deposit are to be paid to the lessor for the first month of the lease before moving into the residence to the account of the Bank für Sozialwirtschaft Köln, IBAN: DE4837020500007095400, BIC: BFSWDE33XXX, or in cash at lessor's central payment office. Subsequent rent must be paid via the SEPA direct withdrawal process.
- 5.2. The rent is to be paid in advance to the lessor, at the latest on the 3rd working day of the month. The lessor debits the rent in advance on the 3rd working day of the month for each of the current months.
- 5.3. In the event of late payment, the lessor is entitled to charge a reminder fee in the amount of 2.56 € plus interest for the late fee which is prescribed by law for each written reminder in accordance with Section 288 of the German Civil Code (BGB).

## § 6 Security Deposit

- 6.1. For rental agreements that are planned for up to three months, the lessee must pay a security deposit in the amount of one months' rent as protection against claims by the lessor due to damage or similar matters.
- 6.2. For rental agreements that are planned beyond three months, the lessee must pay a security deposit in the amount of two months' rent as protection against claims by the lessor due to damage or similar matters.
- 6.3. Before receiving the rented rooms, the lessee must pay the security deposit, besides the first month's rent, to the lessor in accordance with Section 551 of the German Civil Code (BGB) (see Section 5 Subsection 5.1.).
- 6.4. During the course of the lease, the lessee cannot apply the security deposit to financial claims made by the lessor. If the residence involves price-fixed housing, the security deposit shall be used to pay for claims by the lessor resulting from damage and similar matters. Already during the ongoing lease, the lessor is entitled to use the security deposit for legally determined, undisputed, or obviously established claims. If the security deposit is thereby prematurely exhausted, the lessee is obligated to replace this amount of the security deposit immediately.
- 6.5. The security deposit or the non-offset part of the security deposit shall be transferred to the lessee, to an account named by the lessee, at the latest three months after termination of the lease and the return of the rental property by the lessee. The lessor is entitled to deduct accrued bank fees for money transfers abroad. The right of the lessee to demand the settlement of accounts and payment is subject to the statute of limitations three years after the existence of the repayment claim, i.e. three years after it would have been possible for the lessee to settle accounts for open claims whose protection the security deposit serves.

## § 7 Notification of Defects

- 7.1. Defects to the rented rooms or their furnishings which pre-existed before moving in or which have occurred during the lease must be reported immediately by the lessee to the lessor in writing.
- 7.2. The lessee is obligated upon accepting the rental property to immediately perform an inspection and to report any complaints to the lessor within a period of two weeks. If the lessee refrains from doing so, the rental property is

considered to be properly accepted. At a later point in time, the lessee cannot claim that the damage had already existed before moving in.

- 7.3. In the event of damage to the rented rooms or damage to or loss of the rented furnishings, the lessee must pay compensation for damages. The lessee is explicitly informed that in the event of damage to the rented rooms or damage to or loss of the rented furnishings it is his/her responsibility to prove that he/she is not responsible for the damage or the loss.

## **§ 8 Use of the Rental Property/Maintenance**

8.1. The lessee must treat the rental property as well as the rooms, facilities, and complexes determined for communal use with care and consideration.

8.2. The lessee is not permitted:

- 8.2.1. to keep animals;
- 8.2.2. to allow other individuals to use the rented rooms alone or together with the lessee without the written consent of the lessor; in particular, granting permission (or partial permission) to third parties to use the rented rooms or property is fundamentally prohibited. This not only includes allowing family members (marital partners, children) to stay at short notice in exceptional cases if they do not receive the prior written consent of the lessor;
- 8.2.3. to have keys made or to give keys to third parties.

## **§ 9 Use of and Liability for Communal Areas (Kitchens, Bathrooms)**

- 9.1. If the area provided to the lessee in a communal flat, based on the square meter area provided, also includes the use of a communal kitchen and/or bathroom, then the lessee is jointly liable for any damage, or similar matters, with all the lessees of the communal flat.
- 9.2. The joint liability thereby determined is limited to each lessee proportionately to the overall number of lessees in the flat (e.g. in a communal flat with two lessees, 1/2 of the share for each).
- 9.3. Each lessee in the communal flat is obligated to the lessor to clean and maintain the communal kitchens and bathrooms. The extent and manner in which this is performed can be determined by the lessees among themselves in the communal flat. However, this provision is not relevant to the lessor for behaviour contrary to the contract for third parties.

## **§ 10 Exclusion of Liability**

The lessor accepts no liability, as far as he/she or his/her vicarious agents are not being charged with intentional or gross negligent behaviour, for

- 10.1. the loss of or damage to items even if placed in rooms designated for this purpose or in other areas of the housing complex,
- 10.2. incoming mail or delivered items for the lessee that are not properly forwarded or are lost,
- 10.3. personal and property damage to the lessee and his/her visitors unless through intentional or gross negligent behaviour by the lessor or his/her vicarious agents.

## **§ 11 Access to the Rented Rooms by the Lessor**

11.1. In the following situations, the lessee is obligated to allow the lessor or his/her authorised agents access to the rented rooms:

- 11.1.1. during normal working hours in appropriate intervals to examine the condition of the rental property,
- 11.1.2. for the period of time to perform work (maintenance, upkeep, and construction changes to the rented rooms, etc.),
- 11.1.3. at any time to prevent danger to the life or health of individuals and to prevent extensive property damage.

11.2. In accordance with Subsections 11.1.1. and 11.1.2., the lessor shall inform the lessee as early as possible about the appointment date and the possible duration of the required entry.

- 11.3. If the lessee refuses to provide the lessor access to the rooms or makes it impossible on these occasions for him/her to enter through other means, the lessee shall be liable for all damage arising from this.

## § 12 Special Obligations of the Lessee and the Lessor

- 12.1. Cleaning the rented rooms, which were provided to the lessee for his/her sole use, is the responsibility of the lessee. Cleaning the floor in the areas made available to all lessees for their use, is to be performed by the lessor; this presupposes that the lessees make sure that the surface area is free from items at the time of the scheduled cleanings. The lessee is required to treat the rented rooms, the shared rooms, and the traffic areas, as well as the rental furnishings and the outdoor complex with care and consideration. The lessee is additionally required to adhere to the regulations of the house rules which are an essential part of this contract. The lessee shall be given a copy of the house rules by the lessor. The house rules may be changed by the lessor.
- 12.2. If the lessee has been provided with a furnished flat, the lessee is not allowed to bring any electrical appliances into the residential unit such as refrigerators, washing machines, etc. In order to save energy, small appliances such as coffee machines, etc. should be used which are energy efficient and tested and approved by TÜV.
- 12.3. The lessee is required to carefully safeguard the keys assigned to him/her for the rented and shared rooms, to not make them accessible to any unauthorised individuals, and to inform the lessor immediately about the loss of a key. If the locks to which the lost keys belong are part of a master key system, the lessor is also entitled to replace all the locks of the master key system if the security of other individuals cannot otherwise be guaranteed. Acquiring replacement locks or keys is carried out exclusively by the lessor. The lessee is required to compensate the lessor monetarily for damages for all work resulting from this. The lessee is not allowed to replace the locks installed by the lessor with other locks.
- 12.4. The lessee is required to take out liability insurance and to prove this to the lessor upon request after signing the rental agreement by providing an insurance certificate. As a precautionary measure, it should be pointed out that children are not automatically insured along with their parents, and during the parents' studies only for a limited period of time. If an insurance certificate is presented which states that the lessee is insured under so-called "family insurance", the insurance certificate must also mention specifically how long this will be the case. The lessee is required to provide proof of insurance without interruption.
- 12.5. When leaving the residential unit for prolonged periods of time, the windows are to be locked. In general, electricity and water are to be regarded as valuable commodities and are to be used sparingly. The lights are to be shut off when leaving the rooms. In general, electric appliances in the kitchen are to be turned off immediately after use.
- 12.6. The lessee accepts the rental property in proper condition. The lessee is not required to make decorative repairs. Voluntary decorative repairs carried out by the lessee require the prior written consent of the lessor and must be completed professionally. These decorative repairs include: painting the walls and ceilings, and painting the floor trim. It is not permitted to use full-tone colours. Refuse accumulated during the renovation must be properly disposed of. In the event of improper renovation, the lessor reserves the right to make damage claims.

## § 13 End of the Lease

- 13.1. The items brought into the rented rooms by the lessee (including items purchased by the lessee) are not to be left in the rented rooms or the building of the housing complex after termination of the lease, unless the lessor uses his/her right to pledge these items or agrees to these items remaining.
- 13.2. Notwithstanding Section 12, Subsection 12.6, Sentence 2, the lessee is required to leave the rented rooms at the end of the lease in such a state so that it is possible to rent the rooms again without objection. In particular, this involves the following:
- 13.2.1. If the lessee changes the construction of the rooms, he/she must restore the rooms properly and professionally to the original state.
- 13.2.2. All damage and defects to the rental property (possibly including rented furniture), for which the lessee is liable to the lessor and which extend beyond normal wear and tear through contractual use, must be restored properly and professionally to the original state.
- 13.2.3. Rented furniture stored elsewhere by the lessee must be returned to the rented rooms in the original state.
- 13.2.4. The lessee must remove from the rented rooms or other shared rooms all personal items brought in by him/her.

13.2.5. The rented rooms as well as the linen provided to the lessee upon moving in must be thoroughly cleaned (see Section 12, Subsection 2.1.). The lessor will perform the cleaning from the cleaning costs paid by the lessee at the beginning of the lease.

#### **§ 14 Registration Requirements**

The lessee is obligated to report to the government registration office immediately, at the latest within two weeks after moving into the flat. One should refer to the Federal Registration Act.

#### **§ 15 Data Protection**

With reference to Section 4 of the Data Protection Law (DSG), Section 13 of the Data Protection Law of North Rhine-Westphalia (DSG NRW), and Section 14 of the Federal Data Protection Law (BDSG), the lessor is entitled to store and process all required personal data for administering this lease by means of electronic data processing. All steps shall be taken to guarantee that these laws are implemented in accordance with Section 10 of the Data Protection Law (DSG).

#### **§ 16 Consumer Dispute Resolution Law**

The lessor is neither willing nor obligated to participate in dispute resolution proceedings before the consumer arbitration board in accordance with the Consumer Dispute Resolution Law (VSBG). However, the Consumer Dispute Resolution Law (VSBG) requires that the lessee be informed, nevertheless, of the consumer arbitration board responsible for him/her: Allgemeine Verbraucherschlichtungsstelle des Zentrums für Schlichtung e. V., Straßburger Str. 8, 77694 Kehl, Internet: [www.verbraucher-schlichter.de](http://www.verbraucher-schlichter.de)

#### **§ 17 Written Form Requirement**

Declarations by the lessee and agreements concerning the lease must be made in writing.

#### **§ 18 Severability Clause**

Should a provision of this rental contract or rental agreement, which shall become Appendix 1 as part of this rental agreement, be ineffective entirely or in part, this does not affect the validity of other provisions of the rental agreement or Appendix 1.

The invalid provision shall be replaced by a provision which fulfils the purpose of the invalid provision. The parties are obligated to accept this new provision as an amendment to the contract.

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signature of the lessee

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signature of the lessor

**§ 19 Declaration by the Lessee upon signing the Lease**

The lessee declares with his/her signature below that he/she had sufficient opportunity to become acquainted with the content of the lease before signing it and to be amply informed by the lessor on the following points: the essential characteristics of the flat, the identity/address and telephone number of the lessor, the amount of the monthly rent, the payment methods and the start of the lease, the existence of legal rights on defects (rent reduction, compensation for damages, reimbursement of expenses), deadlines for termination, conditions concerning the security deposit, as well as the possibility of revocation in accordance with the "Law on Implementing Consumer Guidelines and the Change in the Law on Offering Housing Accommodation" from 20 September 2013 in reference to the legal formulation of a revocation letter from the Federal Gazette (BGB I. 2013, Part I, No. 58, p. 3665) and the compensation to be paid by the lessor if the lessee makes use of his/her right to revocation after he/she explicitly requested the start of the lease from the lessor before the revocation period had expired. The lessee waives his/her right to have the chance to visit the rental property and confirms this with his signature below.

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signature of the lessee