

## Visiting Student Tenancy Agreement ID:

The following tenancy agreement is concluded by and between Studierendenwerk Dortmund AöR,  
Vogelspöthweg 85, 44227 Dortmund - hereinafter referred to as "Landlord" and Mr. / Ms. (name, address)

---

### § 1 Rented property

1. The Landlord rents furnished apartment / apartment no. \_\_\_\_\_ of the residential complex to the Tenant from \_\_\_\_\_ to \_\_\_\_\_. The Landlord is entitled to assign another dwelling place to the Tenant for compelling reasons.
2. The actual condition of the rented premises and the furniture and equipment upon handover is recorded in a handover report.
3. As designed the Landlord' residential complex for students is used to provide affordable living room for students during their studies. Accordingly, there is a legitimate interest in making state-subsidised living room available to as many students as possible by concluding fixed-term tenancy agreements. Therefore, apartments are rented for a fixed period of time. A renewal of the agreement is subject to agreement by the parties.

### § 2 Rent

1. The rent amounts to EUR \_\_\_\_\_ a month (lump sum). Payment of the rent includes all operating expenses and additional property expenses incurred by the Landlord including consumption costs (electricity, heating, water, hall and cellar cleaning, Internet). There will be no utility bill. The Landlord is entitled to re-fix the rent with effect from the first day of the month after next following the notice by sending a corresponding unilateral statement to the Tenant.
2. The rent shall be paid in advance by the third working day of each month at the latest at no cost. The first rent shall be transferred prior to handing over the keys.
3. A processing fee amounting to EUR 10.00 shall be due for each dunning letter mailed / e-mailed by the Landlord to the Tenant on grounds of a rent payment not on time. The right to claim additional damage caused by delays remains reserved.

### § 3 Rental period and termination

1. The tenancy ends upon expiration of period agreed. A renewal of the tenancy beyond the period agreed is subject to the respective provisions of the Landlord's allocation guidelines. Section 545 of the German Civil is expressly excluded.

2. The Tenant is entitled to an early termination of the tenancy prior to the expiration of the period agreed by the third working day of a calendar month, with such termination taking effect upon expiration of the month after next.
3. The tenancy agreement shall be terminated in writing.

#### **§ 4 Payment of security for rent**

1. Prior to handing over the keys the Tenant shall transfer a security for rent amounting to EUR 350.00 to the Landlord's account.
2. The security for rent will be refunded six weeks after expiration of the tenancy at the latest. The amount shall be transferred to the Tenant's bank account. It is pointed out that no interest is paid on a security for rent when renting premises in residential complexes for students (Section 551, para. 3, German Civil Code).
3. Setting off a security for rent against the Landlord's claims arising from the tenancy is not permissible.

#### **§ 5 Components of agreement**

1. This agreement consists of the following:
  - the General Conditions of Rent for residential complexes for students (version: 01.09.2017) including the proviso that visiting students are not required to present a certificate of enrolment according to par. 1 of the General Conditions of Rent (designation by respective university) ([Annex 1](#));
  - the house rules (version: 01.09.2017) ([Annex 2](#));
  - the Declaration of Non-Participation in Dispute Settlement Procedures ([Annex 3](#));
  - the regulations for access to the university's internal computer network ([Annex 4](#)).
2. The Tenant undertakes to pay close attention to the General Conditions of Rent and the house rules of Studierendenwerk. The Conditions of Rent and the house rules may be amended and shall be binding upon the Tenant to the extent that such amendments are deemed acceptable to the Tenant in the interest of a proper management of the house. Amendments shall be communicated to the Tenant in writing and shall take effect from the first day of the month after next following such notice.

#### **§ 6 Final provisions**

1. The Tenant agrees that all personal data needed for the tenancy management will be stored and processed by the Landlord using EDP.
2. Amendments and modifications to this agreement shall be made in writing.
3. Disputes arising from this agreement shall be settled by the court in the judicial district of which the rented property is located.
4. If one or several provisions of these General Terms of Rent are or become ineffective or if there is a gap therein, this shall not affect the validity or the remaining provisions. An invalid provision shall be

replaced or a gap shall be filled by way of a provision coming closest to what was originally intended by the parties.

5. Sections 556 d to 561, 573, 573a, 573d, para. 1, 575, 575a, para. 1, 577, 577a, German Civil Code, shall be inapplicable.

Dortmund, \_\_\_\_\_

\_\_\_\_\_  
Studierendenwerk Dortmund AöR (Landlord)

\_\_\_\_\_  
Tenant

MUSTER