

Tenancy agreement

Studierendenwerk Mainz, an organisation according to public law, address: Staudingerweg 21, 55128 Mainz, represented by the managing director, herself represented by an employee appointed by her, hereinafter referred to as the “Landlord”

And

, hereinafter referred to as the “Tenant”, have concluded the following Tenancy Agreement

§ 1 Rental property

- (1) The property for rent is one in , , . The rental property is provided furnished for temporary residential use to fulfil the specific purpose of studying.
- (2) Any other property or parts thereof not expressly named in paragraph 1 is not part of the rental property and therefore not included in this Tenancy Agreement.

§ 2 Beginning and end of tenancy period

- (1) The Tenancy Agreement shall begin on and continue for a fixed tenancy period. The Tenancy Agreement shall end at the expiry of without requiring notice of termination. This provision shall not affect the right to extraordinary termination.
- (2) Use of the rental property after the end of the rental period shall not constitute an extension to the Tenancy Agreement; German Civil Code (BGB) Section 545 shall not apply in this case.
- (3) The rental property shall be returned to the Landlord in thoroughly clean condition ready for further occupancy with complete inventory and all keys/key cards at the end of the tenancy.

§ 3 Rent

- (1) A monthly flat rate shall be charged as rent for the rental property referred to in Section 1. This amount is currently € (subject to changes in rent).
- (2) The Tenant shall pay the social contribution applicable according to Section 2 Paragraph 3 of the Framework Regulation (Rahmensatzung) in conjunction with the contribution regulations of the Studierendenwerk Mainz student services organisation in addition to the currently applicable rent where the tenancy has been concluded or continues temporarily for whatever reason despite the Tenant not being entitled to accommodation for a semester according to Section 1 Paragraph 1 of the Framework Regulation (Rahmensatzung).
- (3) The rent according to paragraph 1 shall cover all utilities such as electricity and heating, water and sewage, waste disposal, water heating, satellite/TV installation, network infrastructure (internet) at the student dormitory, and any other expenses involved in general property administration. The rent shall not cover costs for on-call services in the event of disruptions caused within the sphere of responsibility of the Tenant such as loss of keys, fire alarm cancellation and similar, or the statutory TV/radio licence fee.

§ 4 Deposit

The Tenant shall pay the Landlord an interest-free deposit of two monthly rental amounts or the amount of € to secure fulfilment of the Tenant’s obligations under the rental agreement.

§ 5 Rights and obligations of the parties to the Tenancy Agreement

- (1) The Tenancy Agreement consists of 1. General Rental Terms and Conditions (AMB) and House Rules (HO) for student dormitories belonging to Studierendenwerk Mainz student services organisation, 2. Inventory list (to be given to the Student together with the keys to the property).
- (2) The Tenant shall sign to confirm receiving and acknowledging the above documents.

§ 6 Changes to the Tenancy Agreement; place of jurisdiction

Any side agreements or additions to this Tenancy Agreement shall require the written form. Communications in digital form (e-mail) shall satisfy the written form requirement for changes or amendments to the House Rules or the General Rental Terms and Conditions.

The place of jurisdiction and performance for any legal disputes arising from this Tenancy Agreement is Mainz.

§ 7 Severability

Any individual provisions of this Agreement that should prove invalid or unenforceable in whole or in part or become invalid or unenforceable as a result of changes in legislation after conclusion of the Agreement shall not affect the remaining provisions or the validity of the Agreement as a whole. A valid and enforceable provision that most closely matches the intent and purpose of the invalid or unenforceable provision shall replace the original provision. In the case of omissions in the Agreement, the parties adopt such provisions as deemed agreed that correspond to the intent and purpose of the Agreement that would have been agreed had they been considered.

Mainz, Date:

Place, Date:

Signature/Stamp

Studierendenwerk Mainz

Public body

Signature

or statutory representative

Right of withdrawal from the Tenancy Agreement

Right of withdrawal

You may withdraw from this Agreement within a fortnight without giving any reason. The withdrawal period lasts fourteen days from the date of concluding this Agreement.

Notification of withdrawal shall be sent to us at:

Studierendenwerk Mainz

Staudingerweg 21

55128 Mainz

Fax: +49 6131-39247-34

-E-mail: wohnen@studierendenwerk-mainz.de

Please send us a clear and final declaration of your decision to withdraw from the Agreement by post, fax, or e-mail. You may use the attached standard withdrawal form for this purpose, but you are not required to do so. Sending your notification of withdrawal before the withdrawal period expires shall be considered sufficient to keep within the fourteen-day period.

Effect of withdrawal

If you withdraw from this Agreement, we will reimburse you for all payments we have received from you immediately or at the latest within fourteen days from receiving your notification to withdraw. Reimbursement will include shipping and delivery costs, but not additional costs incurred if you have selected a delivery method other than the method we offer for the Agreement, which will have been the lowest standard rate. We will use the same method of payment that you used in the original transaction to reimburse you unless expressly agreed otherwise. You will not be charged any fees arising from the reimbursement.

We will require commensurate payment for any part of the rental period beginning during the withdrawal period pro rata for services already rendered up to the time at which you have informed us of exercising the right to withdraw compared to the total scope of the Agreement.

The above identical cancellation policy was received on:

Place, Date:

Signature
or legal representative

Standard withdrawal form

(Please fill out this form and return it to us if you wish to revoke this Agreement)

To:

Studierendenwerk Mainz, AöR

Abteilung Studentisches Wohnen

Staudingerweg 21

55128 Mainz

Fax: +49 6131 392 47 34, wohnen@studierendenwerk-mainz.de:

I/we hereby revoke the Tenancy Agreement concluded by me/us for the following property:

_____ at the student dormitory _____

Tenancy Agreement signed and returned to Studierendenwerk Mainz on __ . __ . ____.

Name of tenant/party to the agreement

Tenant ID, six digits _____ (voluntary entry)

Last name _____

First name _____

Address of tenant/party to the agreement

Street, Number. _____

ZIP/postcode, City _____

Signature of the tenant/party to the agreement or legal representative (only for notification on paper)

__ . __ . ____

Date

Signature
or legal representative

(*) Delete as applicable

SEPA direct debit authorisation

Authorisation to collect claims by direct debit for the Tenancy Agreement from

To (payee)

Studierendenwerk Mainz AdöR

Staudingerweg 21

55128 Mainz

ID:

1. Direct debit authorisation

Subject to revocation, I hereby authorise the Mainz Student Union to collect the payments due from my account by direct debit as they become due.

2. SEPA direct debit authorisation

Subject to revocation, I/we hereby authorise you to collect any payments due from me/us from the due date, the third working day of each month, from my/our account by SEPA direct debit. I shall also instruct my bank accordingly to redeem debts with the payee from my account by direct debit. In deviation from the due date, direct debits will be exercised on the eighth working day*

Note: I/we may request reimbursement for the paid amount within eight weeks from the debit date beginning on the date of payment. The terms and conditions agreed with my bank shall apply.

Creditor identification number:

SEPA mandate reference:

Name if different: _____

Address if different: _____

BIC: _ _ _ _ _ _ _ _ _ _

IBAN: DE _ _ _ _ _ _ _ _ _ _

I understand that the bank managing the account shall not be obliged to redeem the amount if my/our account does not have the required funds.

Place, Date:

Signature
and account holder (if different)

*A banking day is a working day from Monday to Friday excluding public holidays. International banks and financial institutions are open to their clients on these days, and process cashless payments. Saturday and Sunday are usually not working days for banks.)