

General Rental Terms and Conditions (hereinafter referred to as AMB)

For student dormitories of the Studierendenwerk Mainz student services organisation

§1 Right to accommodation

(1) The Studierendenwerk Mainz student services organisation rents accommodation at student dormitories operated by Studierendenwerk Mainz for the specific purpose of studying to regular students meeting the requirements for eligibility for accommodation according to Section 1 of the Framework Regulation (Rahmensatzung) (hereinafter referred to as the Framework Regulation). Each tenant shall receive a copy of the Framework Regulation on concluding the tenancy agreement. The Framework Regulation is also posted in the dormitories and may be viewed in its current version on the Studierendenwerk Mainz homepage at www.studierendenwerk-mainz.de.

(2) In exceptional cases, the Studierendenwerk Mainz student services organisation may also permit the rental of the property to other persons as long as this does not jeopardise accommodation for the above category of persons.
Persons other than those referred to in (1) are not entitled to accommodation.

(3) Each tenant shall provide the landlord with a certificate of enrolment for the current semester and inform the landlord on any loss of accommodation entitlement.
Enrolment certificates shall be submitted without prior request by 30 April for the summer semester and by 31 October for the winter semester.

(4) The tenant shall pay the social contribution applicable according to §1 (2) 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 §4 (2) of the Framework Regulation (Rahmensatzung).

§2 Commencement, duration, extension, and termination of the tenancy period

(1) The tenancy period shall begin on the day specified in the tenancy agreement. The tenant may only claim damages for a rental property not prepared on time for occupation if the landlord is responsible for the delay due to intent or gross negligence. This shall not affect the tenant's right to a reduction in rent or immediate termination due to failure to grant use on time.

(2) The rental property shall usually be transferred to the tenant on the first day of the tenancy period during the office hours of the Student Accommodation Department. Transfer shall not take place until the following working day of the start of the tenancy agreement falls on a Saturday, Sunday, or public holiday. The tenant shall not be entitled to a rent reduction in this case.

The tenancy agreement shall be limited to a fixed tenancy period. The tenancy period shall end at the end of the period contractually agreed without requiring notice of termination. This does not affect the right to immediate termination for cause.

(4) The tenant shall agree to move to another apartment in the building, to another student dormitory, or other accommodation in the event of reconstruction or renovation work, cosmetic repairs, or to vacate the building.

(5) Either party may terminate the tenancy agreement for cause without notice according to German Civil Code (BGB) Section 543. Cause for extraordinary termination by the landlord especially includes the following:

1. The tenant is not or no longer entitled to accommodation in the student dormitory according to §2 (1) of the Framework Regulation or fails to provide proof of entitlement to accommodation in the student dormitory (registration) to the landlord after having been set a reasonable grace period

2. The tenant falls into arrears by two months' rent on the entire payment due or a substantial part thereof

3. The tenant falls into rental arrears for a period extending over more than two payment deadlines at an amount equal to two months' rent, or the tenant repeatedly and culpably falls into rental arrears

4. The tenant uses the rental property for purposes in violation of the tenancy agreement despite a warning, especially where the tenant sublets the property to third parties without authorisation or endangers or destroys inventory, rooms, buildings, or outdoor facilities by using such in violation of the tenancy agreement or neglecting the tenant's duty of care

5. Culpable breach of the tenant's obligations, especially causing a disturbance to the peace, to such an extent that the landlord cannot reasonably be expected to continue the tenancy agreement according to German Civil Code (BGB) Section 569 para 2

6. Culpable breach of the tenant's duty of care, such as inadequate cleaning of the living accommodation, leaving the living accommodation to neglect;
the tenant shall also be held liable to the landlord for any damages, such as loss of rent as well as legal costs, as unavoidably incurred by the landlord as a result of termination without notice culpably caused by the tenant.

(6) Use of the rental property after the end of the termination period shall not constitute an extension to the tenancy period; German Civil Code (BGB) Section 545 shall not apply.

(7) The tenant shall apply in writing for an extension to the tenancy agreement beyond the agreed period at least three months before the end of the tenancy period. The Studierendenwerk Mainz student services organisation shall examine the application according to the Framework Regulation.

(8) The tenant may terminate the tenancy agreement in writing at three months' notice ending at the end of the respective semester. The end of the semester shall be set to 31 August or 28 February for tenancy agreements ending on 31 August or 28 February,

respectively. The end of the semester shall be set to 30 September or 31 March for tenancy agreements ending on 30 September or 31 March, respectively.

§3 Rent and rental payment

(1) A flat-rate monthly rent shall be charged. The tenancy agreement states the amount of rent to be paid. The Studierendenwerk Mainz Board of Administration may adjust the rent in the event of changes in costs. The landlord shall send any such notification to the tenant in text form. Termination due to a change in rent at the end of the next semester shall be accepted if submitted within one month after receipt of notification to change the rent.

(2) Rent according to (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. The flat rate for operating costs shall cover all additional rental costs according to Operating Costs Ordinance (BetrKV) Section 1; the tenant shall not be entitled to an annual statement of additional rental costs. The limitation period according to German Civil Code (BGB) Section 195 shall not apply.

(3) The total monthly rent shall be paid by the third working day for each rental month at the latest. The rent shall be collected on the eighth working day without prejudice to sentence 1 where the tenant has authorised the landlord to collect payment by direct debit. The tenant shall ensure sufficient funds on the account specified in the direct debit agreement, and shall bear any costs resulting from rejection due to insufficient funds.

(4) The tenant shall be responsible for making all due payments as agreed in the tenancy agreement to Studierendenwerk Mainz at the following account unless the student has authorised the landlord to collect payment by direct debit:

Recipient: Studierendenwerk Mainz
Bank: Rheinhessen Sparkasse
IBAN: DE53 5535 0010 0000 0204 20
BIC: MALADE51WOR
Reference: Tenant ID

(5) The landlord may charge a flat-rate reminder fee currently at €3.00 for each written reminder/warning as well as default interest of five percentage points above the respective base interest rate if the tenant defaults on payment.

(6) A deferral of rent payment of one month's rent for cause may be requested in writing. The tenant must submit the application to the landlord by the 25th day of the previous month. The application shall include documentation of cause and appropriate payment proposals.

(7) The tenant may only deduct claims against the rental payment obligation where such counterclaims are undisputed or have been established by court and arise from the tenancy agreement, where the claim covers for damages due to non-fulfilment of the landlord's obligations, and where the tenant has informed the landlord in writing of the tenant's intention at least one month before the rent is due.

§4 Deposit

(1) The tenant shall pay the landlord an interest-free deposit of two monthly rental amounts to secure fulfilment of the tenant's obligations under the tenancy agreement.

(2) The deposit is due at the beginning of the tenancy period. §3 (3) and (4) shall apply correspondingly to deposit payment or collection.

(3) The deposit may be paid in two equal instalments. Payment in instalments shall be agreed with the landlord in good time, but no later than the last working day before the start of the tenancy period.

(4) The landlord will deduct any claims arising from the tenancy against the deposit after termination of the tenancy period. The deposit or the remainder of the deposit after deductions shall be transferred to an account that the tenant shall specify in writing. The transfer shall usually take place after two months up to a maximum of six months. The landlord may deduct any bank charges raised for transfers to accounts outside Germany.

(5) The right to repayment of the deposit shall expire one year after it is due if the landlord is unable to repay the deposit or remainder thereof for reasons outside the sphere of influence of the landlord, especially where the tenant has failed to provide a new address and account.

§4 Right to use communal areas

The tenant may use rooms intended for shared use by all residents such as hallways, common rooms, communal kitchens, laundry and drying rooms, communal showers and toilets, and storage rooms according to their intended purpose and usage regulations in addition to the rented living accommodation. The landlord expressly denies any guarantee on the specific conditions of such rooms.

The landlord expressly reserves the right to exercise the landlord's right of ownership and to alter, extend, or close such rooms without effect on the rental amount.

§5 Transferring and vacating the rental property

(1) The rental property shall be inspected for condition and completeness of the inventory with the findings taken to protocol on transfer of the rental property. The tenant shall acknowledge the proper condition of the rental property by signing a transfer protocol; any restrictions shall be taken to protocol and shall not prevent the validity of the transfer. Any subsequent assertion of hidden defects and faults shall be reported to the landlord in writing within a fortnight.

(2) The tenant shall receive all necessary keys on moving in. The tenant shall immediately report any loss of keys to the landlord. The tenant shall bear the costs of providing new keys caused by key loss as well as replacement of the locking system if necessary if the tenant is at fault and the security interests of the other residents of the building require such a measure.

(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 period.

(4) The tenant shall attend the return and final inspection of the rental property during office hours of the Student Housing Department. The date of the return transfer shall be agreed upon in good time with the landlord's representative. A protocol shall be drawn up for tenant and the landlord's representative to sign on return and acceptance of the rental property.

(5) Any defects discovered during the final inspection beyond normal wear and tear as well as costs arising from the sphere of responsibility of the tenant, such as multiple inspections as necessary and culpably caused by the tenant or delay in vacating the property, shall be billed to the tenant. This may also include costs for providing necessary alternative accommodation to a subsequent tenant.

(6) The parties agree that the immediate possession of the rental property shall pass to the landlord, and that the landlord may reassign the room or residential unit and place any items brought in by the former tenant into storage at termination of the tenancy; the tenant shall waive any potential claims of tort for interference with goods against the landlord in this connection. The former tenant shall waive all rights to ownership of items held in storage for the tenant after six months. The landlord may also destroy any items of no discernible value. The landlord shall only be held liable for damages in the event of gross negligence or intent; the landlord shall under no circumstances be held to any obligation to insure the items or to take more extensive security measures than those for the items belonging to the landlord. The tenant shall pay compensation in cash for any expenses incurred by the landlord as a result of the failure to remove the items. The landlord may refuse to release the property until these and any other claims arising from the tenancy agreement have been settled in exercising landlord's lien.

§6 Tenant's obligations regarding the rental property, house rules, and liability

(1) The Tenant shall treat the rental property and the rooms, facilities, and installations intended for communal use with care. The tenant shall ensure proper cleaning as well as adequate ventilation and heating in the rooms let to the tenant. The tenant shall treat communal rooms for all residents of the building to use with care and always leave them in clean condition.

The tenant shall exercise care in using electricity, gas, and water sparingly.

(2) The tenant is advised not to remove any inventory rented with the property from the rental property during the rental period. The tenant shall ensure safe storage of any such rented inventory items that the tenant removes. The tenant shall return all rented inventory in the rental property to the landlord at the end of the rental period.

(3) The tenant shall notify the landlord immediately of any significant defect in the rental property such as damage, malfunction, or vermin infestation that should become apparent or where precautions are required to protect the rental property or grounds against any unforeseen danger.

(4) The tenant shall not make any structural or other alterations to the rental property, facilities or equipment therein beyond contractual use without the consent of the landlord. The landlord may demand the original condition to be restored on termination of the tenancy even if consent has been given to alteration. The tenant has no right to reimbursement of costs if the property remains in the condition left by the tenant after the tenancy has ended. The tenant shall be held liable for any damage arising from construction work carried out by the tenant.

(5) The tenant shall be liable for any damages incurred during or at the termination of the tenancy period caused by culpable breach of the tenant's duty of care and duty of notification up to the amount of the replacement price or actual repair costs. The tenant shall also be held liable for negligence of vicarious agents of the tenant. Tenants sharing a rental property (flat share, "WG") shall be held jointly and severally liable for repairs and cleaning costs for damage or undue soiling in the shared property where there is no documentary evidence for the fault of an individual tenant.

(6) The tenant may only keep pets except small animals such as ornamental or fish, hamsters, or turtles with the consent of the landlord. Consent shall be refused or may be revoked if the animals cause a nuisance to other residents or neighbours, or if there is a risk of impairment to other tenants or the property. The tenant shall be held liable for any damage caused by keeping pets.

(7) The current house rules and fire safety regulations are posted in the dormitory. The tenant shall immediately read and observe these regulations.

(8) The tenant shall provide proof of third-party liability insurance.

§7 Change of living accommodation

(1) Any change or exchange in student dormitory, apartment or room, or move within the student dormitory shall require the approval of the landlord and is only possible for cause and only at the beginning of the following semester.

The application shall be submitted in writing to the Student Housing Department three months before the desired moving date. The landlord shall decide on the application at the landlord's own discretion.

(2) An administration fee of €200.00 shall be charged for change of accommodation (internal relocation). This shall be due for payment along with the first rental payment for the new accommodation. The fee may be waived in cases of hardship.

(3) The deposit already paid shall be automatically transferred to the new accommodation.

Any difference shall also be added to or deducted from the first month's rent.

§8 Transfer of the rental property to third parties, holiday subletting

(1) Any subletting or transfer of use of the rental property to third parties, even partial subletting, is strictly prohibited without the landlord's consent. The same shall apply to admission of third parties into the property occupied by the tenant except for non-paying guests staying at the tenant's accommodation for a reasonable period.

(2) The rental property may only be sublet as a holiday rental during the semester break if the main tenancy agreement has not been terminated and only to students of a university course recognised in the European Union for the following period during the following fixed periods:

- a) 1 February to 31 March
- b) 1 July to 30 September

(3) The application for subletting approval shall be completed in full, signed by hand, and submitted to the landlord in good time.

(4) A once-only fee of €75.00 per semester shall be charged for processing the subletting agreement. The tenant shall pay the amount by transfer to the landlord together with the next rental payment unless the tenant has authorised the landlord to collect payment by SEPA direct debit.

(5) The tenant shall conclude an independent tenancy agreement with the subtenant and determine the amount of rent to be paid and deposit; the tenant shall ensure rental property transfer at the beginning and end of the subletting period.

(6) The tenant shall remain the contractual partner (main tenant) towards the landlord for the duration of the holiday sublet. Specifically, the tenant shall owe the rent to the landlord, shall be held liable for any damages according to §6 (5) as well as any maintenance measures such as smoke alarm checks that may be required during this period. The tenant shall therefore immediately inform the subtenant of any appointment announcements and ensure that work can be carried out without disruption.

(7) The main tenant shall contractually oblige the subtenant to comply with the house rules and the general rental terms and conditions.

(8) The landlord may revoke the sublet for cause and terminate the agreement without notice for violations of the house rules or comparable offences.

§9 Landlord access to the rental property

(1) The landlord or representative of the landlord may inspect the rental property for specific cause at a reasonable time of day after giving timely notice.

The landlord may also enter the rental property at any time of day or night without prior notice to avert imminent danger.

(2) The tenant shall ensure that the landlord is able to exercise the landlord's right to enter the rental property according to (1) in good time if the tenant plans a prolonged absence.

(3) The landlord or the representative of the landlord may need to enter the rental property to carry out repairs, maintenance and servicing, or other work. The tenant shall grant access to the rental property after appropriate and timely notification by the landlord. The tenant shall compensate the landlord for any damages such as costs of additional travel expenses for tradespeople caused by denying access or absence at an announced/agreed appointment.

§10 Enforcement of house rules

The house rules in dormitories managed by Studierendenwerk Mainz student services organisation are exercised by its management, which in turn has delegated them to Student Accommodation Management. A third party may also be entrusted with exercising the house rules.

§10 Changes to the tenancy agreement or general rental terms and conditions

Amendments to the tenancy agreement or parts thereof shall require written notification of the amendment. 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 tenant's consent to the amended tenancy agreement shall be deemed granted if the tenant does not submit a counterstatement in writing or digitally (e-mail) within ten days of receiving notification of change. This clause shall be included in the notification of change.

§11 Court jurisdiction

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

§12 Duty of disclosure

The landlord is neither willing nor obliged to participate in a dispute settlement procedure before a consumer arbitration board according to the German Consumer Dispute Resolution Act (VSBG). However, the Consumer Dispute Resolution Act (VSBG) still requires the tenant to be informed of a competent consumer arbitration board for the tenant.

This is the general consumer arbitration board Allgemeine Verbraucherschlichtungsstelle des Zentrums für Schlichtung eV, Straßburger Str. 8, 77694 Kehl; web: www.verbraucher-schlichter.de

§12 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. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision whose effects come closest to the economic objective pursued by the contracting parties with the invalid or unenforceable 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.

§13 Entry into force

These General Rental Terms and Conditions come into force on 1 August 2023. These will be announced in advance by e-mail and by permanent notices posted in the student dormitories.

Mainz, 1 August 2023

Studierendenwerk Mainz AöR

Signed Tobias Meier
Student Accommodation Department Manager