

Conditions of Tenancy

- as of August 1st 2019 -

[The German version of the Conditions of Tenancy is legally binding¹.]

I. Entitlement to a Room

1. Only persons complying with the requirements for entitlement to a room according to the regulations of Studentenwerk Leipzig¹ and the Terms of Use for student residences¹ in their respective valid versions may become Tenants of housing in one of the student residences operated by Studentenwerk Leipzig – hereinafter called Lessor.
2. By the day the entitlement to a room expires, which is normally by March 31st or September 30th of each year, Tenants shall be obliged to provide of their own accord evidence for their continued entitlement to a room by presenting a certificate of enrolment valid for the immediately subsequent study period.
3. If no evidence of the entitlement to a room is given, turnover taxes of currently 7% shall be levied on the rent and other services for the period of time during which no such evidence was provided, where necessary with retroactive effect. If the evidence for the entitlement to a room is presented later, the turnover taxes paid shall not be reimbursed.
4. If no evidence of the entitlement to a room is provided even after the expiry of a deadline set by the Lessor or despite a written warning, then the Lessor shall be entitled to terminate the tenancy for cause without notice. In this case, the Lessor's right to termination for cause shall remain unaffected.

II. Tenancy Period

1. Renting housing space in student residences to students constitutes an indirect government funding of their studies. The Lessor only disposes of a limited amount of housing space for this purpose so that the Lessor, by means of a rotation principle, seeks to be able to provide as many students as possible with housing financed by government funding under favorable conditions. Therefore, housing in the student residences shall only be rented for temporary use and for a limited period for the special purposes of studying. The regulations of § 549, section 3, of the German Civil Code regarding student residences shall apply.
2. As a general rule, the tenancy period shall be limited to the standard period of study. Tenancy shall terminate automatically at the time agreed upon in the tenancy agreement without any notice of termination being required. Tacit extension due to continued use of the rented property after the expiration of tenancy according to § 545 of the German Civil Code shall be excluded.
3. The minimum tenancy period shall be one academic year, meaning two semesters or three trimesters, and may always be extended by entire semesters/trimesters only. In duly justified exceptional cases, a shorter minimum tenancy may be agreed upon for students staying for a shorter period (e.g. for program and exchange students as well as for students in cooperative study programs).

¹ www.studentenwerk-leipzig.de/en/downloads

4. The tenancy period may be extended by another semester/trimester on request in compliance with the guidelines stated in the Terms of Use². There shall be no legal entitlement for extension of the tenancy period.
5. As a general rule, the tenancy period shall not be extended if the Tenant had to be admonished by the Lessor during the previous semester/trimester due to violations of these Conditions of Tenancy or of the terms of use for rooms and areas of common use pertaining to the student residences and/or if there is good cause for termination of tenancy with immediate effect.

III. Beginning of Tenancy

1. Tenancy shall begin on the 1st day of each month, unless a different date is provided in the tenancy agreement. The rented property shall be handed over at the tenancy start date agreed upon in the tenancy agreement from Mondays to Fridays at the janitor's office hours. If the specified start date is a Saturday, Sunday or public holiday, the rented property shall be handed over as of the subsequent working day. There shall be no handovers on December 24th and December 31st of each calendar year.
2. The Tenant shall only be entitled to handover of the rented property after having signed the tenancy agreement submitted by the Lessor and after having issued the SEPA Core Direct Debit Mandate for collection of the rent and the security deposit.
3. If the rented housing is not ready for occupancy on the handover date, the Lessor shall be entitled to provide temporary substitute housing. Any related inconvenience, if any, is due to the rotation principle employed for a student residence and shall be tolerated by the Tenant.
4. Due to the rotation principle, no guarantee can be given that the rented rooms may be visited beforehand.

IV. Rent and Payment of Rent

1. The Lessor is expected to operate the student residences administered by him/her according to the cost covering principle. The rent shall include all charges for basic rent and a flat rate for operating costs. Studentenwerk Leipzig is compelled to determine the amount of rent based on the costs of the student residences and to re-determine rents in regular intervals. Accordingly, if it is necessary to raise the rent due to an increase of these costs, the Tenant shall be obliged to pay the newly determined increased rent.
2. Rent determined for each housing space shall be a fixed flat rate amount, composed as follows:
 - a) basic rent
 - b) flat rate for operating costsIn addition to that, there may be flat rate administration fees in individual cases concerning relocations, reminder notices, transaction expenses, and others.
3. If the expenses accrued by the Lessor are not covered anymore due to an increase in costs, the Lessor shall be entitled to accordingly re-determine the basic rent and/or the flat rate for operating costs subject to a term of two weeks by means of a unilateral written statement. Such increased rent shall be paid starting from the 1st day of the month following such statement given in due time. The Tenant shall not be entitled to any special right of termination in case of an increase of rent. According to § 549, section 3, of the German Civil Code the Tenant's special right of termination pursuant to § 561 of the German Civil Code does not apply to housing within student residences.
4. Rent and all amounts payable in connection therewith shall be paid in advance on a monthly basis by way of bank collection procedure. For this purpose and upon beginning of tenancy, the Tenant shall provide the Lessor with a SEPA Core Direct Debit Mandate concerning the respective receivables payable and to open and maintain a checking account to this effect. The Tenant shall expressly authorize the Lessor to collect also the agreed security deposit, any uncontested recourse

² www.studentenwerk-leipzig.de/en/downloads

claims and flat rate administration fees, e.g. regarding relocations, reminder notices, transaction expenses, and others.

5. For any other methods of payment (e.g. cash payment, bank transfer), the Lessor shall levy a lump sum of 5.00 euros per payment in compensation for the administrative effort thus incurred by the Lessor.
6. If rent and other receivables due are to be collected from a checking account held by an account holder other than the Tenant (e. g. the student's parents), the SEPA Core Direct Debit Mandate must be personally issued by the account holder. The Tenant's obligation to pay shall remain unaffected hereby. The Lessor shall solely inform the Tenant of the SEPA direct debit to be transacted. It is the Tenant's own responsibility to internally notify the account holder thereof.
7. Rent shall be debited by the Lessor usually between the 5th day and the 10th day of the month for the respective current month, but not before the third working day of each month. The Tenant shall be obliged to ensure sufficient and timely coverage on his/her checking account at the amount of the sums payable. Any costs incurred due to direct debit failures shall be borne by the Tenant. There will be no second attempt at debiting those amounts.
8. If nevertheless a reminder becomes necessary, the Lessor shall be entitled to receive a lump sum for dunning costs of 5.00 euros as compensation for the administrative costs thus incurred by him/her. The right to claim further damage caused by delay as well as provision of evidence of a lesser damage by the Tenant shall remain unaffected.
9. The Lessor may claim additional fees for special services not pertaining to the regular scope of services. Details shall be set out in a separate agreement in addition to the tenancy agreement. Any additional fees payable in accordance herewith shall be collected along with the rent.

V. Abatement of Rent and Right of Retention of Rent

1. The Lessor shall not be liable for any malfunctions of the central heating and central hot water supply caused by circumstances not within the Lessor's control. The Tenant shall only have the right to abate the rent if these malfunctions are impairing the suitability of the living quarters in more than an insignificant way. The abatement of rent shall be excluded as long as the Tenant has failed to report the fault to the Lessor thus giving the Lessor the opportunity to remedy the situation.
2. The Lessor shall not guarantee uninterrupted provision of satellite/cable television and/or Internet access. Any necessary and inevitable temporary failures shall only constitute an insignificant impairment and shall not entitle the Tenant to abate the rent.
3. The Tenant shall only be authorized to exercise a right of retention if the Tenant has announced his/her intention to do so to the Lessor one month in advance in text form.
4. The abatement of rent shall be excluded in connection with any impairments of use which are caused by measures taken in order to maintain or improve the rented premises or the building and which impair suitability of the living quarters in no more than an insignificant way. Unless involving emergency measures that brook no delay, the Lessor shall be obligated to announce measures for maintenance and/or improvement in a timely manner.
5. In case of an impairment of use due to disturbance by fellow inhabitants, the rent may only be abated, and only then, if the Lessor fails to take the necessary and reasonable action against the party causing the disturbance or if such action remains unsuccessful.

VI. Security Deposit

1. In order to secure all receivables resulting from tenancy, the Tenant shall pay a security deposit to the Lessor. This deposit shall be debited from the checking account specified by the Tenant along with the first monthly rent.
2. The Lessor shall be entitled to offset this security deposit against all receivables resulting from tenancy after return of the rented property, in particular against any claims for damages due to

missing or damaged parts of the inventory or missing or damaged keys as well as against any damage done to the rented property.

3. The security deposit or, as the case may be, that part of its total sum remaining after offset, shall be refunded by the Lessor to the Tenant at the earliest two months after termination of tenancy and return of the rented property, and after the collection process is irrevocable. Refund shall be made by means of bank transfer to the checking account specified for the purpose of collecting the rent, unless the Tenant specifies a different checking account upon handover of the living quarters. In case of a bank transfer made to an account abroad, the Lessor shall be entitled to deduct from the refund amount any banking charges incurred in connection therewith.
4. The security deposit shall not bear any interest.

VII. Relocation within the Student residences

1. As a general rule, relocation shall be possible no sooner than after 6 months of occupancy.
2. Relocation shall only be permitted with the Lessor's consent and if the remaining tenancy period is at least one semester/trimester. Requests for relocation shall be submitted in writing to the competent official in charge for housing stating the reasons for such relocation. All decisions concerning requests for relocation shall be made at the Lessor's discretion.
3. For administrative reasons the number of relocations during the period of tenancy may be limited. For special occasions, the Lessor may generally prohibit any relocation for certain periods of time.
4. If the Tenant relocates without the Lessor's consent, this action shall constitute a severe breach of contract entitling the Lessor to terminate tenancy without prior notice.
5. Currently, a relocation lump sum amounting to 15.00 euros is levied for the administrative effort. The Lessor shall be entitled to debit this amount from the checking account along with the payment for rent. The Lessor may adjust the amount of the lump sum at any time as he sees reasonably fit.

VIII. Termination by the Tenant

1. As a general rule, tenancy shall end on the date agreed upon in the tenancy agreement without any notice of termination being required.
2. The Tenant shall have the right to terminate tenancy before expiration of the agreed upon time as provided in the agreement by means of giving due notice of termination according to the terms and conditions set out below.
3. Tenancy may not be terminated with due notice before expiry of the minimum tenancy period of one academic year. This agreement may be terminated for the first time with a notice period of 8 weeks before the end of the second semester or respectively of the third trimester with effect for the end of the semester/trimester. The right to termination for good cause shall remain unaffected hereby.
4. The notice period shall be 8 weeks and shall only be valid for the end of a semester/trimester.
5. The notice of termination shall be submitted to the Lessor in writing. The timeliness of the notice of termination – no later than 8 weeks before the end the semester/trimester – is determined by the receipt of the termination notice by the Lessor, not by the date of its posting.
6. Termination of tenancy by the Tenant before the end of the semester/trimester may only be effected with the Lessor's consent if the Tenant is able to nominate a new suitable Tenant for the remaining period of time, who shall provide evidence of entitlement to a room according to the Terms of Use³ and who shall not have already concluded a valid tenancy agreement with Studentenwerk Leipzig. The Lessor may reject the new Tenant if there is good cause in respect of their person and if it is unacceptable for the Lessor to conclude a tenancy agreement with such person. The tenancy

³ www.studentenwerk-leipzig.de/en/downloads

agreement with the present Tenant shall remain effective until such time as the tenancy agreement with the new Tenant has been concluded.

7. De-registration of the Tenant during an ongoing semester/trimester shall be the Tenant's responsibility and shall not affect tenancy until the end of the semester/trimester. It shall not constitute good cause entitling the Tenant to terminate this agreement. Starting with the date of de-registration, the Tenant shall pay the 7% turnover taxes to be levied by the Lessor on the rent and other services.
8. The parties hereto may agree to prematurely terminate tenancy in case of de-registration. If the parties hereto are not able to come to an agreement concerning the conditions of such mutual termination of this agreement, tenancy shall terminate by the next end of semester/trimester following de-registration. However, this shall only apply if the Lessor is notified of such de-registration one month before the end of the semester/trimester.

IX. Termination by the Lessor

1. Due notice of the tenancy shall be excluded prior to the expiry of the minimum tenancy period of one academic year. Termination shall be permitted for the first time by giving eight weeks' notice at the end of the second semester or the third trimester. This shall not affect the termination for cause.
2. The Lessor shall be entitled to prematurely terminate tenancy by the end of the semester /trimester at any time subject to a notice period of 8 weeks if there is good cause to do so, in particular upon a more than insignificant violation of obligations by the Tenant.
3. The Lessor may terminate the tenancy extraordinarily by giving three months' notice at the end of the semester/trimester, if he stops operating one or several student residences entirely or in parts or interrupts the operation due to e.g. comprehensive renovation works. In these cases, the Lessor shall make an effort to provide the Tenant with another room at an available student residence, if possible.
4. Furthermore, the Lessor shall be entitled to an extraordinary termination without notice, if there is good cause to do so, whereby the Lessor cannot be expected to tolerate continuation of tenancy until the expiration of the notice period or of the agreed upon term of this agreement. Notably, such good cause shall be deemed to exist if:
 - a) the Tenant does not provide evidence of his/her continued entitlement to a room despite a written reminder to do so.
 - b) the direct debit of the rent fails without cause due to objection on the part of the Tenant or due to insufficient coverage and the Tenant continues to fail to provide for the direct debit to work smoothly despite reminder to do so.
 - c) the Tenant has fallen behind with payment of the rent for two subsequent due dates by an amount exceeding one monthly rent.
 - d) the Tenant has fallen behind with payment of the rent for a period exceeding two due dates by a sum amounting to a total of two monthly rents.
 - e) the Tenant is using the rented premises contrary to the terms of this agreement, in particular by allowing third parties to use the whole of the rented property or parts thereof without authorization or by accommodating guests without the Lessor's consent.
 - f) the Tenant, despite warning not to do so, is violating these Conditions of Tenancy or the terms of use for the rooms and areas of common use in a student residence in a more than insignificant manner or if he/she is disturbing the domestic peace.
 - g) the Tenant, despite warning not to do so, is endangering or harming other fellow inhabitants or third parties by his/her actions or his/her behavior.
 - h) the Tenant is neglecting the rented rooms and, even after receiving warning, the rooms are still in such a state of uncleanliness that the risk of vermin infestation and health hazards cannot be excluded.
 - i) the Tenant violates the obligation to tolerate preservation, repair, and other structural measures.
5. If the tenancy has been terminated by the Lessor without notice, the Tenant shall be obliged to pay compensation for use amounting to the rent lost until the end of the ongoing semester/trimester, but no longer than until re-rental of the rented premises.

X. Subletting the Rented Property to Third Persons

Without prior permission given by the Lessor, the Tenant shall not be entitled to cede use of the rented property to any third party.

XI. Tenant's Obligations

1. The Tenant undertakes to treat the rented property and any shared premises and facilities with care and to comply with the terms of use applicable for the rooms and areas of common use pertaining to the student residence. The shared premises and facilities shall only be used for the purpose they are dedicated for. The Tenant shall be responsible for tending to and cleaning the rented property (including inventory) on a regular basis by appropriate means and with the help of suitable devices. Shared premises, in particular kitchens and bathrooms, must always be left clean and tidy. Waste shall be disposed of according to the principle of waste separation in the containers for recyclable and residual waste provided for that purpose and must not be thrown into sinks, toilets, or similar. The Tenant shall take reasonable measures to prevent any loss, deterioration or damage to the rented and shares rooms and facilities, in particular by shutting the room and entry doors, ensuring that windows and doors cannot slam shut, protecting water pipes and heaters against frost damage, closing windows when leaving the flat.
2. The rooms are suited for housing one person only, given their size, furnishing, and their character of pertaining to a student residence. The Tenant shall therefore in general not be permitted to take any roommates. The Tenant may use the rented property solely for the contractual purpose. In particular, housing space must not be used for commercial purposes.
3. Upon moving in, the Tenant shall receive a list of all inventory items pertaining to the housing unit. The Tenant shall be obliged to check the existing inventory for completeness and conformity with this inventory list immediately upon moving in and to determine its condition, usability and any defects, as the case may be. Any missing parts of inventory or defects of the inventory shall be noted on the inventory list and immediately reported to the Lessor.
4. Both upon moving in as well as during the whole tenancy period the Tenant shall be obliged to immediately notify the Lessor of any defects, damages or malfunctions he/she discovers concerning the rented property, the shared premises, the building itself or the technical facilities. Omission to give such report contrary to this obligation may give rise to claims for damages.
5. In the interest of dealing with such notices and reports in a swift and effective manner, any notice of defect and any damage report shall preferably be submitted to the Lessor online via the Tenant's user account⁴ on the Studentenwerk Leipzig website.
6. The Tenant shall not be entitled to set up or operate any additional cooking facilities, washing machines, spin dryers, electric tumble dryers, dishwashers, refrigerator or the like in the rented premises without the Lessor's prior written consent. The use of additional heaters (e.g. fan heaters, oil-filled heaters, infrared heaters or convectors) is prohibited due to fire protection and fire safety.
7. It is not allowed to mount exterior antennas on windows or façades nor to place flower boxes, or flowerpots or other objects outside the window.
8. The Tenant shall neither be allowed to make any changes or modifications to the gas, electric, water supply or sewage installations, nor to the devices and fittings installed or mounted by the Lessor, neither in the rented nor in the shared premises. As a general rule, drilling holes into ceilings, walls or floors in order to mount or attach pictures and objects shall only be allowed with the prior consent of the janitor. Any such holes shall be resealed by the Tenant upon termination of tenancy.
9. The Tenant shall be obliged to comply strictly with any and all fire safety regulations⁴ (Attachment 1). Notably, it is forbidden to store any highly inflammable or highly combustible materials in and/or on any buildings and premises managed by the Lessor, and to block or obstruct the escape routes, and to – not only temporarily – place any objects, e. g. bicycles and furniture, on stairways, hallways and other areas of circulation.

⁴ www.studentenwerk-leipzig.de/en/downloads

10. The Tenant shall be obliged to economize water, heating energy, and electricity.
11. The Tenant undertakes to not to disturb any fellow inhabitants or neighbors, especially by noise, and in particular to keep the peace at night from 10 p.m. to 6 a.m. and to reduce any noise in the common rooms to a low volume.
12. Keeping animals, especially keeping dogs and cats, in the student residences is generally not possible and not allowed without the Lessor's consent. The Lessor may, upon written request, permit exceptions, in particular for small animals, for instance ornamental fishes or small cage birds. This shall, in any case, only be done under the condition that other fellow inhabitants are not expected to be disturbed or inconvenienced and that any fellow Tenants possibly affected approve. The exceptional permit shall be revocable if the animals cause any disturbances to other inhabitants.
13. It is not allowed to leave any objects in hallways, stairways and common rooms. The Tenant shall not be permitted to put up any posters, pictures or wall decorations outside his/her own room(s). It is not allowed to damage the walls and the furniture by applying hooks, nails, screws, glue or similar.
14. The Tenant shall not be permitted to accommodate guests in his/her room for a longer time or permanently as this is opposed to the lease purpose of student residences.

In exceptional cases, and only temporarily, the Tenant may accommodate guests in his/her room provided that their stay shall remain limited to a few days only (maximum of seven consecutive days and maximum of two weeks per semester/trimester). Overnight stays must be announced to the janitor in advance. Any fellow inhabitants of the housing unit must approve of the guest's overnight stay. Any disturbance and interference suffered by fellow inhabitants shall be avoided.

15. If the janitor or any other representative of Studentenwerk Leipzig finds out that a guest is staying in the Tenant's room without due authorization, the Lessor shall be entitled, after sending a written warning without any success, to terminate the tenancy extraordinarily without notice and for cause and to request the Tenant to pay a lump sum at the rate of the currently applicable operating cost lump sum for a second person, for each overnight stay of the guest.
16. Smoking is prohibited in all stairways, hallways, common rooms and commonly used kitchens and sanitary rooms.

XII. Maintenance

1. Responsibility for maintenance of the rented premises and the building shall reside with the Lessor. The Lessor shall be entitled to perform repair works or structural alterations becoming necessary or advisable in order to preserve the building or the rented premises, or to avert any imminent dangers, or to remedy any damages, or to increase profitability, even without explicit consent of the Tenant. The Tenant shall be obliged to provide and tolerate access in order to allow performance of said works; the Tenant must neither impede nor delay performance of these works. Unless special circumstances (e.g. damage or emergency) in individual cases require immediate action, the Lessor shall inform any Tenant concerned in due time prior to performance.
2. The Tenant shall not be authorized to make any structural alterations. Exceptions shall be subject to the Lessor's written consent. The Tenant shall be liable for any damages occurring in connection with building measures taken by him/her, even if the Lessor's written consent has been given.
3. If the Tenant is bound to tolerate the renovation and/or alteration works and the rented rooms or the building cannot be used during that time, the Lessor shall provide temporary, suitable, and reasonable substitute housing, if possible, at the same student residence or another student residence at the same place. The Lessor may also offer the Tenant to permanently move to a room provided at another student residence until the tenancy ends instead of temporarily using the substitute housing.
4. If the Tenant refuses to tolerate or interferes with the necessary renovation and/or alteration works, this shall provide the Lessor with cause for extraordinary termination of the tenancy.

XIII. Decorative Repairs

1. Any renovation works within the rented premises may be carried out or ordered to be carried out by the Tenant at his/her own discretion. This shall, however, exclude any paintwork using varnish, for instance on windows, doors, and radiators. The Lessor undertakes to provide the Tenant, if required, with the material and tools necessary for performance of these works free of charge in quantities and quantities to be specified by the Lessor. However, the Tenant shall normally be entitled to receive said material regardless of his/her own tenancy period in said room(s) only once within a period of three years for the same room(s). The Lessor shall not refund any costs for material obtained by the Tenant himself/herself.
2. The Tenant shall not be entitled to take over the rented premises in a renovated state at the beginning of tenancy. Similarly, the Tenant shall not generally be obliged to carry out any decorative repairs during the term of tenancy and upon moving out of the rented rooms. However, the Tenant shall be obliged to keep the rented rooms at all times in a habitable state by handling them with due diligence and care and to return them in a condition corresponding to normal use upon termination of tenancy.
3. If the rented premises are not in a habitable state according to general standards when the Tenant moves out due to excessive wear or damage caused by the Tenant or due to other measures the Tenant is responsible for (e. g. walls painted in unusual colors deviating from general taste, for instance red, blue, black, or the like), the Lessor shall be entitled to carry out or have carried out the decorative repairs necessary at the Tenant's expense. The Tenant shall be entitled to personally remediate any damage and any decoration flaws caused by him/her. In order to avoid endangering smooth handover of the rented property to the next Tenant, the Tenant shall be entitled to exercise this right for no longer than until return of the rented property.
4. If the Tenant carries out any decorative repairs, he/she shall ensure that the works are performed in a correct and professional manner.

XIV. Inventory

1. The Tenant shall be obliged to handle with care any furniture and fixtures that were handed over along with the rented property and/or any furniture and fixtures handed over for use or shared use as well as the rest of the rented property, and to clean them regularly. As a general rule, any rearrangement of furniture shall be subject to authorization and must be agreed upon with the janitor. Dismounting of any furniture or fixtures fixedly connected with the building shall be considered as structural alteration and shall therefore be forbidden. The Tenant shall be obliged to restore the rented property to its original condition upon termination of tenancy.
2. Even if the premises are rented furnished, the Tenant shall only be entitled to basic furniture equipment. Basic furniture equipment shall include bed, wardrobe, bookshelf, desk and chair. Any furniture and fixtures that the Lessor handed over along with the rented property at the beginning of tenancy, such as refrigeration equipment, washing machines, smaller items of furniture, draperies, curtains, waste baskets and the like, shall constitute optional additional services provided by the Lessor which are revocable at any time. Any claim for rent abatement made due to revocation of any such additional services shall be excluded.

XV. Keys and Transponders

1. The student residences are equipped with general master key systems. Therefore, loss of a key will involve very high costs. The Tenant undertakes to keep the keys handed to him/her for the rented or shared premises in a particularly safe place and to not make them accessible to any unauthorized individuals.
2. The Tenant shall be obliged to notify the Lessor immediately in case of the loss of a key.
3. Upon moving in, the Tenant shall be handed keys for the time of his/her tenancy. If any of the keys is lost or if, on moving out, the Tenant does not return all of the keys to the Lessor, the Lessor shall have the right to change the keys in question and any corresponding locks and/or have them replaced by new ones at the Tenant's expense. The Tenant shall not be entitled to replace any of the

locks installed by the Lessor with other locks nor to have further copies (duplicate/spare keys) of the keys made.

XVI. Access to the Living Quarters by Lessor

1. The Tenant shall be obliged to grant the Lessor or the Lessor's authorized representatives access to the rented premises in the following cases:
 - a) for inspection of the state of the rented property during normal working hours, at reasonable intervals and after prior announcement;
 - b) for the time of the performance of works of maintenance, repair and improvement;
 - c) for pest control;
 - d) at any time in order to avert any dangers for the life and health of any persons, and in order to prevent any substantial property damages.
2. The Lessor shall notify the Tenant as soon as reasonably possible under the circumstances about the exact time and the expected duration for which access is necessary.
3. In cases of emergency and in order to avert dangers, the Lessor shall have the right to open the rented premises in the absence of the Tenant.
4. The Tenant explicitly agrees to the Lessor keeping a spare key in a safe secured against any unauthorized access. In case of emergencies, when access to the rented property is required without any delay in order to avert dangers or to reduce possible damage and in which the Tenant cannot be contacted in time to allow access, the Lessor shall be authorized to use the spare key.
5. In case of any measures announced in advance requiring the Lessor or any persons assigned by the Lessor to access the rented property, the Tenant shall, in case of his/her absence, assign an authorized representative granting such access.
6. If neither the Tenant nor an authorized representative is present at a time appointed beforehand, the Lessor shall be authorized to open the rented property using the spare key, unless the Tenant has explicitly objected to such access. In such cases, the Tenant shall be notified of such access by leaving a message in writing.
7. If the Tenant refuses or impedes access or otherwise renders access impossible, he/she shall be liable for any resulting damage.

XVII. Pest Control

The Tenant shall be obligated to ensure that there is no vermin in the rented premises by handling the rented premises with care and keeping them clean. The Tenant shall notify the Lessor of any vermin detected at the beginning of tenancy within a period of seven days. If the Tenant neglects or fails to report any such circumstances immediately, the Tenant shall be considered as originator and shall bear the costs for pest control. If any vermin is detected in the premises during the tenancy period, the Tenant shall immediately notify the Lessor thereof. The Tenant shall be liable for any damage caused by the spreading of vermin as a consequence of the Tenant's neglecting to give notice thereof or doing so belatedly.

XVIII. Termination of Tenancy

1. Tenancy expires:
 - a) on the date specified in the tenancy agreement;
 - b) at the end of the semester/trimester, in case of termination with due notice by the Tenant;
 - c) on the date specified in the written notice of termination, in case of termination by the Lessor;
 - d) in case of contract termination by mutual agreement, on the date specified in such agreement.
2. The Tenant shall be obliged to return the rented property to the Lessor no later than on the last day of the tenancy period by 10.00 a.m. The Tenant shall be obliged to arrange for the return date with the janitor no later than two weeks prior to moving out. The rented property may only be returned to

a representative authorized by the Lessor to accept said property. If the tenancy agreement ends on a Saturday, Sunday or public holiday, the rented property shall be vacated and handed over on the preceding working day (Monday to Friday). There shall be no returns on December 24th and December 31st.

3. The Tenant shall be obliged to return the rented premises in a proper condition allowing them to be re-rented immediately afterwards without any cause for complaint. Notably, this shall include the following:
 - a) The rented premises must be properly cleaned and the waste must be disposed of in the containers for recyclable and residual waste.
 - b) Any damages and defects of the rented property as well as of any furniture and fixtures rented along with it for which the Tenant is responsible and for the remediation of which the Tenant is liable to the Lessor, must be remedied in a correct and professional manner by the return date at the latest.
 - c) Any furniture and fixtures rented along with the rented property but temporarily removed by the Tenant must be returned to the rented property in their original state by the return date.
 - d) By the return date, the Tenant must remove any and all of his/her personal belongings from the rented premises and from the other shared premises.
4. The Lessor shall have the right to inspect the state of the rented property before the return date. The Tenant shall be notified of the appointed date in due time. If the Tenant is prevented from attending the inspection, fails to arrange for an alternative date for inspection or fails to authorize any third person to attend the inspection, the Tenant shall be obliged to allow and enable the Lessor to access the rented property also in his/her absence.
5. In the course of the inspection, the parties hereto shall agree on the measures to be taken in order to remediate any defects or damages detected during inspection that are the Tenant's responsibility. Unless otherwise agreed by the parties, the Lessor shall have the right to remedy or have remedied any defects and damages that are the Tenant's responsibility and that have not been remedied by the return date, at the Tenant's expense. In this case, the Tenant shall be obliged to refund any necessary expenses incurred by the Lessor. The Lessor shall be entitled to offset such expenses against the security deposit paid.
6. No later than by the due return date, the Tenant shall personally return all keys for the rented and shared premises to the janitor or the janitor's authorized representative during normal office hours.
7. The Tenant shall notify the competent official in charge for housing no later than by the due return date of his/her correct new address and the bank details necessary for reimbursement of the security deposit or any other balances, as the case may be, unless the checking account specified for collection of rent is to be used for that purpose.
8. The Lessor may remove any movables left in the rented or shared premises by the Tenant at the end of tenancy despite his/her obligation to remove them. The Lessor shall have the right to destroy any movables of no apparent value regarding which there is obviously no interest in safekeeping at any time.
9. Upon termination of tenancy, immediate possession of the rented property shall pass to the Lessor due to the special rotation conditions of a student residence. In this respect, the Tenant shall waive the objection of unlawful interference with the possession of another, i.e. the Lessor shall have the right to allocate the living quarters to a new Tenant and to store the Tenant's belongings. The Tenant may demand the Lessor to surrender those belongings to him. If the Tenant does not exercise his/her claim for surrender or otherwise fails to indicate to the Lessor that he/she intends to collect those belongings in the near future, the Lessor shall be entitled to treat those belongings after expiry of six months as if there were no interest in their further safekeeping.
10. The Lessor shall not be liable for any damages or losses to those belongings occurring in the course of their removal, safekeeping or destruction unless in case of intent or gross negligence. The Tenant shall refund any expenses incurred by the Lessor due to the Tenant's failure to remove his/her belongings in cash.
11. If the rented property is not restored orderly and in due time through the Tenant's fault and therefore, the room cannot be re-rented promptly, then the Lessor shall be entitled to claim from the

Tenant a compensation for use at the amount of the lost rent as well as a compensation for the alternative housing expenses of the subsequent Tenant.

XIX. Lessor's Liability

1. As a general rule, the Lessor shall be liable for personal or material damages incurred by the Tenant only if they were caused by the Lessor's own fault or by fault of his representatives and agents. Unless affecting life, body and health, liability shall be limited to intent or gross negligence. Any further claims shall be excluded.
2. Under no circumstances shall the Lessor be liable for any damage or loss concerning the Tenant's personal property if the Tenant is keeping such property in unlocked rooms or in rooms freely accessible to others. In case of burglary, the Lessor's liability shall be limited to an insured risk, as the case may be. In case of simple theft, the Lessor shall not be liable. The Lessor shall not be obliged to provide insurance protection for any property introduced into the rented premises by the Tenant. The Tenant must provide for his/her own insurance as needed.
3. If the rented property specified in the tenancy agreement is not ready for occupancy on the agreed date of moving-in, the Tenant's claim shall be limited to the provision of appropriate substitute housing by the Lessor until the rented housing space is ready for occupancy. Any further claims shall be excluded.

XX. Tenant's Liability

1. The Tenant shall be liable to the Lessor for any damage to the rented property (building and inventory) caused by the Tenant due to culpable violation of his/her duties of care and for which the Tenant is responsible, notably if any of the technical installations and other facilities are handled inappropriately and if the rented premises are not sufficiently ventilated, heated or protected against frost. Similarly, the Tenant shall be liable for any damages culpably caused by any persons, relatives or guests belonging to his/her household, or other third parties staying at the rented property at the Tenant's instigation or acquiescence.
2. The Tenant shall be liable to the Lessor for any damages to the rented property caused by inappropriate use, violation of the duties of care or use of undue force.
3. If a substantial defect is revealed or if any measure for the protection of the rented property against any danger becomes necessary, the Tenant shall immediately inform the Lessor thereof. The Tenant shall be liable for any damages caused by his/her culpable violation of his/her duty of disclosure.
4. Except as otherwise stipulated in these Conditions of Tenancy or in any other contractual agreement with reference to individual grounds for liability, the Lessor may require the Tenant to remediate any damages that are his/her responsibility within a reasonable period of time specified by the Lessor at his/her expense, unless there is a need for immediate remedy in individual cases due to urgency or any other reasonable cause. On request, the Tenant shall present reasonable evidence for the correct and professional performance of the works to the Lessor.
5. If the Tenant refuses to remediate the damages or fails to meet the deadline set for completion of works, the Lessor shall have the right to commission the works necessary himself and to demand payment of his expenses.
6. If any works the Tenant is obliged to perform are carried out by the Lessor's employees on request of the Tenant, the Lessor shall have the right to demand reimbursement from the Tenant for the expenses amounting to the fixed hourly rates determined internally (plus any material costs shown separately, as the case may be). If possible, the parties shall enter into a written agreement concerning this matter.
7. Regarding any objects used collectively by Tenants, the principle of joint duty of care and disclosure as well as the principle of joint liability for any damages and losses shall apply. Adjustment of claims for damages to jointly used objects pertaining to a room, a housing unit as well as a hallway or other common rooms shall be effected jointly among all the inhabitants of the room and/or housing unit in question. The Tenants involved shall be liable as joint and several debtors.

XXI. Parking of Vehicles and Bicycles

1. If available, the Tenant shall be obliged to park motor vehicles solely in the parking spaces intended for that purpose.
2. It is not allowed to leave or store any kind of motor vehicles and motor vehicle parts inside buildings intended for residential purposes or for the permanent stay of people.
3. It is not allowed to park any motor vehicles, which are permanently out of use or not registered with the authorities on the premises of the buildings administered by the Lessor. The Lessor may have any such vehicles that are nevertheless parked in those spaces removed at the owner's expense.
4. Repairs of motor vehicles that could lead to a disturbance of other people shall not be allowed to be carried out on the premises of the buildings administered by the Lessor. In particular, it is forbidden to carry out any works that are harmful to the environment, for instance oil changes or car washing.
5. Bicycles may only be parked in the rooms provided for that purpose and on the areas intended for that purpose. Bicycles must not be parked in the rented rooms, in common rooms, stairways, basement corridors and on escape routes. In the event of noncompliance, the person responsible shall be liable for any costs incurred for clearance and any further damages caused hereby.
6. Bicycles that are obviously not usable may be removed and destroyed by the Lessor at the owner's expense following unsuccessful request of their removal to the owner and after expiration of a reasonable period of time of not less than two weeks. Any claims for damages by the Tenant shall be excluded.

XXII. Access to the Data Network of Leipzig University (studNET)

1. The Tenant shall be provided with internet access via Leipzig University under the tenancy agreement. Access to and use of the university's network shall in general be used only for training, study, and research purposes.
2. The internet access shall be provided at no additional charge. Tenants are not entitled to permanent, uninterrupted availability.
3. The Terms and Instructions concerning the Use of the Internet Access in the Student residences of Studentenwerk Leipzig⁵ shall apply.

XXIII. Information pursuant to § 36 Verbraucherstreitbeilegungsgesetz (German Act on Alternative Resolution of Consumer Disputes – VSBG)

Studentenwerk Leipzig shall be neither liable nor willing to participate in alternative dispute resolutions in line with the Verbraucherstreitbeilegungsgesetz (German Act on Alternative Resolution of Consumer Disputes – VSBG).

To comply with the obligation to inform, Studentenwerk Leipzig advises the Tenant of the competent consumer arbitration committee responsible for Tenants:

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

⁵ www.studentenwerk-leipzig.de/en/downloads

Fire Safety Regulations for the Student Residences

The following Fire Safety Regulations were designed in accordance with DIN 14096.

As of: June 1 2009

Established by: Brandschutz Consult
Ingenieurgesellschaft mbH Leipzig
Eilenburger Straße 39
D-04317 Leipzig
in cooperation with the Studentenwerk Leipzig

I. Instructions „Reaction in Case of Fire“

Avert Fires



No fire, no naked light and no smoking

Reaction in Case of Fire

Keep calm

Report fire

Remove to a safe place



Emergency call 112

Warn endangered people

Take along helpless people

Shut doors



Follow marked escape routes

Do not use lifts

Follow instructions

Try to extinguish fire



Use fire extinguisher



Use wall-mounted fire hose reel

II. Fire Prevention

All inhabitants of the property shall be obligated to contribute to fire prevention and other events of damage or loss by exercising maximum care. They shall be required to inform themselves in detail about the fire hazards in their flats and surroundings, and about the measures to be taken/how to behave in the event of danger.

Be careful with combustible and fire accelerating substances (extended fire hazard) such as:

- combustible liquids (alcohol, petrol, solvents and disinfectants),
- highly combustible substances (paper, wrappings),
- gases (natural gas, liquid gas),
- oxygen increases the combustibility of substances and has a fire accelerating effect.

Users/operators of electrical appliances and facilities need to comply with the relevant application guidelines and operating instructions.

All inhabitants shall be obliged to participate in the instructions for fire protection. Order and tidiness are important prerequisites for fire prevention.

It is strictly forbidden to smoke or to handle igniters and use open fire or light in any of the plant rooms and in any places marked as no-smoking areas. Further details shall be separately defined and regulated by the Lessor.

The contents of ashtrays may only be emptied into containers consisting of non-combustible material that can be closed and have a tightly sealed lid. Only vessels consisting of non-combustible material may be used as ashtrays.

Any defects or damages of electro-technical installations or any signs thereof (wavering light, charred smell, etc.) must be reported immediately to the service manager/janitor, or the technical on-call service, who shall then initiate appropriate measures. In non-private areas, only the use of electro-technical appliances tested by qualified persons shall be allowed.

When leaving the apartment or room, inhabitants shall make sure that the lights and all private portable electrical equipment not approved for continuous operation are switched off. If possible, the main plug shall be pulled (this shall apply e.g. to portable power packs/mobile phone rechargers). Windows and doors shall be closed.

The request for switching off any private portable electrical equipment not approved for continuous operation shall also apply on completion of works done on the Lessor's behalf (e.g. by the janitor and/or contractors). If possible, the main plug shall be pulled (see above). Windows and doors shall also be closed.

Any defects interfering with fire protection or compromising the evacuation of the building or effective fire-fighting shall generally be reported to the service manager/janitor immediately.

You will receive further instructions on site-specific features concerning fire protection from the janitor in form of a supplementary sheet attached to the Fire Safety Regulations, or you can find such instructions on special notices on the bulletin boards. Said instructions shall be integral part of the Fire Safety Regulations.

III. Spread of Fire and Smoke

Once a fire has broken out, fire and smoke shall be prevented from spreading out unchecked. Any smoke control doors available shall be self-closing in order to prevent the spread of fire and smoke by all means. Any such doors must not be wedged open, fastened open, or in any other way rendered ineffective. The fire prevention officer and the janitor shall notably act to this effect and/or take care to ensure observation of this rule during their surveillance patrols. In the event of fire, *any other doors to rooms* shall be kept closed as well.

VII. Report Fire

Any person discovering a fire must immediately report the fire to the fire brigade and, subsequently, to the service manager/janitor, regardless of whether the fire is fought by means of the portable fire extinguishers or not.

Reporting the fire has priority over extinguishing it.

In case a fire is reported via telephone, the following information shall be necessary:

- Where is it burning?
- Address, building, location of the fire (house number, floor, apartment)
- What is burning? (burning substances, objects)
- Are people in danger?
- Who is reporting the fire? (surname, first name, where is the fire reported from?)

Important: The call will be finished by the central office!

In the marked student residences, the fire call can also be made by means of the manual call points.

VIII. Observation of and Compliance with Alarm Signals and Instructions

The in-house alarm is sounded acoustically via alarm horns. Instructions may be given by the service manager/janitor and, after arrival, by the fire brigade/police.

IX. Getting out of Danger

After the in-house alarm has sounded, and upon instruction, you are obliged to leave the danger area immediately via corridors, stairwells and landings, stairways and exits. The inhabitants and temporary visitors shall follow the indicated known escape and evacuation routes.

In rooms filled with smoke, do only creep or move in a ducked manner, since respirable air might still be available at ground level.

X. Trying to Extinguish the Fire

In the event of *evidently controllable* incipient fires (e.g. fire in a waste paper basket), **anybody** shall be obligated to try to extinguish the fire. Any incipient fires shall be immediately fought by means of the fire-fighting equipment available (portable fire extinguishers). As the case may be, several portable fire extinguishers are to be used *simultaneously*, not subsequently.

For your own safety, *at least two persons* should always fight fires. Any attempts to extinguish a fire shall only be carried out without putting one's own life and health in danger. If *smoke emission increases*, the room must be left *immediately*. Inhalation of smoke or fumes can be fatal!

When attempting to extinguish a fire, make sure to *keep free the necessary paths for retreat*.

Smoke outlets are activated automatically, by the fire brigade or by persons present on site.

Any vehicles parked near the burning property or parked without authority on the areas reserved for the fire brigade shall, if possible, be removed before the fire brigade arrives.

Once the fire brigade has arrived, their officer-in-charge shall principally be responsible for giving instructions on the actions to be taken. It is *mandatory* to follow the instructions given by the fire brigade.

If any persons are burning, the fire shall be extinguished by appropriate measures (e. g. smothering the flames by covering and wrapping with coats or fire extinguishing blankets). Burning persons shall be prevented from running away.

XI. Special Rules of Conduct / Behavior after Fire

In the event of fire, any doors leading to the scene of fire shall be closed, but *not* locked. Any other doors and windows are to be kept closed as well, but *not* locked. Any working equipment (e.g. of contractors) shall – if still possible – be switched off and, as the case may be, secured. Any electrical installations and any portable electrical equipment shall – if this is still possible – be switched off.

Once the fire brigade has arrived, the scene of fire may only be entered with the approval of the fire brigade's officer-in-charge.

Instructions for the Use of Fire Extinguishers

WRONG

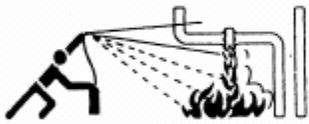
RIGHT



Attack the fire with the wind blowing from behind you.



Fires covering a large area are to be extinguished starting from the front.



Extinguish the fire from the bottom upwards. Only fires spread by flowing or dripping materials are to be extinguished top-down.



Use a sufficient number of fire extinguishers simultaneously – not subsequently.



Caution! Re-ignition!



Contacts

Officials in charge for housing

Tenancy agreements, rents, certificate of enrolment

Office hours:

Tuesday	1.00-5.00 p.m.
Thursday	9.00-11.00 a.m. and 1.00-3.00 p.m.
Friday	9.00-11.00 a.m.

Janitors

Moving-in/moving-out, repairs

Office hours:

Monday, Wednesday, Friday	7.00-7.30 a.m.
Tuesday, Thursday and on appointment	2.00-2.30 p.m.

studNET

Internet-service

Hotline: 01761 / 96 59 818

Monday to Friday 8.30-9.30 a.m.

Helpdesk: <http://studnet.studentenwerk-leipzig.de>

Office hours:

Tuesday 2.00-4.00 p.m. in the student residence Straße des 18. Oktober 23, room 211



Offices: Goethestraße 6, 3rd floor
Straße des 18. Oktober 23, room 109 and 209

Telephone: 0341 / 96 59 880
E-mail: wohnen@studentenwerk-leipzig.de

Address: Studentenwerk Leipzig
PF 100 928, 04009 Leipzig

www.studentenwerk-leipzig.de/wohnen

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