



General terms and conditions of rent of the Stuttgart Studentenwerk (Students' Union)

§ 1

1.1 Students belonging to the following Universities and academies are entitled to live in the students' residence run by the Stuttgart Studentenwerk (hereinafter called Landlord):

- Stuttgart University,
- Ludwigsburg Teacher Training College,
- State University of Music and Interpretative Arts Stuttgart,
- State Academy of Fine Arts Stuttgart,
- Stuttgart University of Applied Sciences, University of Engineering,
- Stuttgart University of Applied Sciences, University of the Media,
- Ludwigsburg University of Applied Sciences,
- University of Public Administration and Finances,
- Baden-Württemberg Film Academy, Ludwigsburg,
- Evangelical University Reutlingen-Ludwigsburg,
- Stuttgart Vocational Academy,
- Esslingen University of Applied Sciences

1.2 Applicants for a student's place of residence shall prove their entitlement to residence by presenting a semester certificate or similar valid for the ongoing section of training in question.

Likewise, residents shall be obliged to prove the continuation of their entitlement to residents **without specific request** by November 30 for the Winter Semester or April 30 for the Summer Semester by presentation of a certificate of study or a corresponding certification.

1.3 In doubts about the entitlement to residence, Landlord shall be entitled to demand further proofs from Tenant. In particular, Landlord can demand that the continuation of the entitlement to residence is made credible by suitable proofs, if applicable by an affidavit, if indications exist for the fact that Tenant is no longer studying, has completed his studies or is predominantly in professional activity.

1.4 The following are not entitled to residence:

- Students with University degrees
- Students who have turned 30 at the start of studies, unless they have a claim to education support according to the German Grants Act.
- Students who have reached or exceeded the standard period of studies.
- Those who have already made use of the period of residence in a place of residence for students supported by public funds as stated in § 2.

1.5 Students applying for a place of residence shall be obliged to fill in the residence application required by Stuttgart Studentenwerk. Incomplete information on the form or rejection of information shall result in rejection of the application. The data recorded on the application form may be stored and used for purposes of administration of the residence pursuant to § 13 State Data Protection Act for Baden-Württemberg.

§ 2

2.1 The duration of residence in the homes of Landlord shall be limited to six semesters. Periods in other state-supported homes of residence in Stuttgart shall be offset against the duration of residence.

2.2 The rental contract must be signed when the key is handed over in the presence of an employee of the Studentenwerk. In exceptional cases, the signature can be given up to 1 week after moving in. If no signed rental contract exists in this period, the agreement shall be terminated without notice by the Studentenwerk.

§ 3

3.1 Before moving in, Tenant must deposit a security to the amount determined by Landlord. During the term of the rental relationship, Tenant may not offset the security with claims of Landlord.

The security can be offset with claims of damage of Landlord on account of missing parts of inventory or keys, damage to the object of rent and other claims of Landlord after the return of the object of rent.

3.2 The security shall not bear interest.
(§ 551 sub-section 3 German Civil Code)

3.3 The security or the parts of the security not offset shall be transferred to an account to be named by Tenant after the latter has moved out with presentation of the control slip, to the extent that offsetting does not take place.

The return payment shall be **no earlier than six weeks** after the end of the rental contract.

It shall be forfeited after the expiry of 6 months after maturity if repayment of the security and/or the parts not offset is not possible for reasons for which Landlord shall not be answerable (in particular if Tenant has omitted to state his new address and an account number).

§ 4

4.1 Rent shall be due for payment monthly in advance by the third weekday of a month.

The rent and all the payments becoming due with the rent (in particular costs of reminders or costs for unsuccessful attempts at collection) must be paid monthly in advance by way of direct debit proceedings.

Tenant must open a bank or post office account and give Landlord a direct debit entitlement for the claims becoming due for payment before the start of the rental agreement.

Tenant shall be obliged to guarantee coverage of the amounts due on the account to the complete amount and in good time.
Costs incurred by unsuccessful attempts at collection must be borne by Tenant.

If reminders nevertheless become necessary, Landlord shall have a right to the lump-sum rate of the corresponding administrative costs. The amount of the lump-sum shall be fixed by Landlord.

4.2 The rent shall include the following operating costs: public charges, heating costs, costs of supply of cold and warm water, costs of water

disposal, costs of cleaning and maintenance of hot water devices and floor heatings, costs of elevators, costs of waste removal and road cleaning, costs of house cleaning, pest combating, costs of garden care, costs of illumination, costs of chimney-sweeping, costs of object and liability insurance, costs of the janitor, costs of the joint antenna and the broad band cable network, costs of the operation of the mechanical washing devices, sundry operating costs.

If the operating costs increase after the conclusion of the agreement, Landlord shall be entitled to claim the increase of the operating costs unilaterally by written declaration.

Tenant shall be obliged to pay the increase in rent from the first of the month following the increase if the announcement has been made at least 4 weeks in advance. If the period of 4 weeks is not complied with, the increase in rent shall apply from the next but one first of the month.

Tenant acknowledges that the declaration of increase of rent is produced mechanically and is also effective without a personal signature.

All lease contracts are based on a stepped rent within a 12-months-cycle. Calculation base is the total occupancy and is taken into account in follow-up lease agreements, for example due to moving, extension or moving in again.

§ 5

5.1 Rental contracts shall only be concluded for complete months.

5.2 The rental relationship shall commence from the date stated in the rental contract. Hand-over of the object of rent shall be from Monday to Friday in the working hours of the janitor in the homes of residence (08.00 to 12.00, 1.00 to 3.00).

If the start of rent is on a Saturday, Sunday or public holiday, moving-in shall only be possible on the following weekday.

If the end of the rent is on a Saturday, Sunday or public holiday, moving out shall be on the last weekday of a month.

5.3 Tenant's claim to hand-over of the object of rent shall however only accrue if he

- a) pays the security,
- b) grants the direct debit authorisation pursuant to § 4.2,
- c) has proven his entitlement to residence by a certificate of studying or similar.

On moving in, an inventory shall be produced in which the actual state of the room and the inventory as well as the completeness of the inventory are recorded. Tenant acknowledges the proper condition of the object of rent if he does not notify Landlord in writing of defects within 14 days of moving in.

Tenant shall bear the onus of proof for the fact that alterations or deteriorations of the object of rent occurring after the move-in are only to be put down to contractual use. If the residence is a new construction only completed in the recent past, Tenant shall be notified of the existence of all and any defects, damage or impairments by construction noise. Claims to reduction of rent or damage shall not accrue to Tenant for this reason.

5.4 Moves within the home(s) of residence shall only be approved in substantiated exceptional cases by Landlord upon written application. A claim shall not exist.

A request to move must be made in writing. The waiting period depends on the availability of rooms and any waiting list.

5.5 The move shall automatically result in forfeiture of the rental relationship.

The new rental relationship shall be concluded at the terms and conditions applicable for new rental.

The period of residence up to the time shall be counted.

A fee of EUR 30,- due for payment upon conclusion of the new rental contract shall be charged for the increased efforts in handling of the move without specific proof. The fee can be increased unilaterally by Landlord according to requirements.

The amount shall be collected with the next rental.

§ 6

Landlord shall only be liable for personal and property damage of Tenant and his visitors or for objects brought in by Tenant if Landlord or his vicarious agents are culpable due to malice aforethought or gross negligence.

§ 7

7.1 Tenant shall be liable for damage to buildings and inventory caused by breach of his rental contract obligations and for all damage caused by his visitors. Tenant shall bear the onus of proof for the fact that culpability does not exist. For damage of any kind in residential rooms within a shared residence, the tenants shall be jointly liable if the causer of the damage cannot be established.

7.2 Tenant shall be given keys according to the inventory for the duration of rent. Tenant shall have no claim to handing over of a second key. Copying of keys shall be forbidden as a matter of principle. In the event of a breach, a new cylinder shall be installed at Tenant's expense.

Tenant shall not be entitled to replace the lock provided by Landlord by another one.

If keys are lost, Tenant shall be liable for all damage resulting therefrom. Studentenwerk shall be entitled to have the keys in question and all the locks existing in connection with them replaced by new ones at Tenant's expense.

§ 8

8.1 Constructional amendments to the rooms rented are forbidden for Tenant as a matter of principle.

8.2 Landlord may carry out improvements, repairs and other constructional amendments necessary to maintain the house or the rooms and to avert impending dangers or to remedy damage without Tenant's approval. This shall also apply for work which is not necessary, but purposeful.

For this purpose, Tenant shall tolerate access to the rooms in question following prior announcement. Implementation of the work may not be impeded by him. In danger in delay, Landlord or his agent shall be allowed to have access to the object of rent without announcement.

Insofar as Tenant has to tolerate work, he can neither reduce the rent nor exercise a right of retention or demand damages.

§ 9

9.1 Tenant shall be obliged to treat the object of rent and the rooms and facilities also rented with care.

Smoking is permitted in the student's own rooms only. Smoking in common rooms is not allowed. In case of a repeated violation of this provision, after a warning letter has been received, notice will be given.

The objects of rent must be cleaned regularly by Tenant, rooms also used must always be left cleaned.

Fridges and deep-freezers in the joint kitchens shall be regularly thawed and cleaned.

Only such tenants may use joint kitchens and the relevant appliances whose rooms are assigned to such kitchens (Visitors may enter joint kitchens together with the tenants only).

Landlord or its agents shall be entitled to access to all the joint rooms (kitchen, shower, WC) without announcement to examine the cleanliness even if they are inside a community of residents. Tenant must take all reasonably expected measures in order to prevent loss, destruction or damage of the rooms and objects rented and also used. This shall in particular include:

- locked rooms,
- careful dealings with fire, cinders and electrical sources of heat,
- securing of hot water lines against frost,
- securing of windows and doors against slamming.

9.2 Positioning of additional cooking equipment, refrigerators, washing machines etc. is forbidden as a matter of principle.

9.3 Tenant may not make alterations to the gas, electric, water installation or devices and fittings connected to it by Landlord, either in the rented rooms or in those also used. Tenant may also not stick any additional floor covering on a firm floor covering already in existence.

9.4 Tenant shall be obliged to strict compliance with all provisions of the Building Department and fire protection. In particular, storage of easily flammable or toxic materials in all the buildings and properties administered by Landlord as well as blocking or impeding escape routes and positioning of flammable objects on all areas in use shall be forbidden.

At the student residence "Heilmannstraße", a fire alarm system has been installed. A copy of the fire safety regulations DIN 14096-B is provided in each shared flat and such regulations must be observed by all means.

9.5 Tenant shall be obliged to deal thriftily with electricity, gas, water, heating energy and all materials provided by Landlord.

9.6 Keeping pets shall be forbidden by principle. Keeping of individual small pets such as birds, hamsters, decorative fish etc. in suitable containers shall be allowed.

9.7 Tenant must keep the rented rooms free of pests at his own expense. Tenant can only claim that the rented rooms had pests before the start of the rental relationship if he notifies Landlord thereof within 14 days of moving in.

9.8 Tenant shall be obliged to notify Landlord without delay of all defects, damage or operational disturbances which he has established on or in the object of rent, the rooms also used, the building or the technical devices.

9.9 Tenant may exclusively use the objects of rent for contractual purposes. In particular, residential rooms may not be used for commercial purposes.

9.10 Issuing of purchase orders in the name of the residence is not permitted.

9.11 Tenant shall be obliged exclusively to use the places provided for parking his motor vehicle. Motor vehicles or parts thereof of any kind may not be placed inside buildings intended for residential purposes or for the permanent presence of persons. Further, driving on the pavements to the residences in cars or on motor-bikes is also not allowed.

9.12 Parking of motor vehicles not registered or permanently not in use on the site of the students' residences administered by Landlord shall not be permitted. Vehicles nevertheless parked will be removed at the expense of the owner of the vehicle. Tenant expressly waives his rights as the owner of said motor vehicles.

9.13 On the site of the buildings administered by Landlord and in their immediate vicinity, no repairs to motor vehicles which can lead to annoyance for others may be undertaken. In particular, all work which could lead to environmental pollution (e.g. oil changes) is forbidden.

9.14 Tenant engages to refrain from any disturbances of co-residents or neighbours (above all by noise), in particular in the period between 10.00 p.m. and 8.00 a.m.

9.15 To protect tenants, the property of the Studentenwerk and to keep quiet and order in the residences, Landlord has commissioned a guard service. To attend to their tasks, the employees of the guard service have been given right to issue instructions. Thus, said employees are entitled to access to jointly used rooms and kitchens. Tenant shall be obliged to obey the instructions issued by the guard service without delay.

§ 10

10.1 If good and sufficient reason exists, Landlord can terminate the rental relationship in writing without notice, complying with a period of clearance of six weeks as per the last day of a month, in severe cases even without complying with a period of clearance.

Termination without notice by Landlord complying with a period of six weeks shall be substantiated if Tenant is no longer a member of an institution of education pursuant to § 1 or fails to present one of the certificates of study pursuant to § 1.2.

10.2 Termination without notice without compliance with a period shall be substantiated as a rule if

- Tenant is in arrears with payment of rent or of a not inconsiderable part of the rent on two successive payment dates;
- Tenant is in arrears with a number of instalments to a total amount of more than one month's rent due to unjustified reductions of the rental payment;
- Tenant had already been evicted due to two months' arrears in payment, but paid the rental arrears after declaration of the termination and is again in arrears with two months' rent;
- Tenant has unjustifiably transferred use of the object of rent partly or totally to a third party;
- Tenant possesses suitable residential space elsewhere;
- Tenant has made incorrect statements with regard to his entitlement to residence pursuant to § 1 in his application,
- Tenant continues to breach the rental contract, general terms and conditions of rental or the house rules despite a prior reminder.

10.3 Ordinary termination of the rental relationship shall not be possible for either contracting party, as these are limited rental relationships.

If, for good cause, an exception is allowed, such notice of termination shall be received by us no later than on the 15th day of the previous month. Agreements may be terminated effective at the end of a month only. Minimum occupancy shall in any case be 6 months (unless another term has been agreed prior to entering into the agreement).

§ 11

11.1 The rental relationship shall end on the day stated in the rental contract (see § 5.1 sub-section 3). Tacit extension pursuant to § 545 German Civil Code shall be ruled out.

11.2 The rented rooms are to be handed to Landlord in a cleaned state with complete inventory and all the keys at the end of the rental relationship.

Tenant shall be obliged to be present at the inspection taking place during the working hours of the house administration. The inspection date shall be agreed with the house administration. Proper hand-over of the room or the defects established, as the case may be, shall be recorded on a control slip. On it, Tenant shall state his new address and the bank account for repayment of the security. If Tenant fails to attend the appointment, the house administration shall be entitled to access and inspection of the place of residence even without the presence of Tenant.

Landlord shall be entitled to remedy damage and defects itself or have them remedied at Tenant's expense.

If the place of residence is not handed over properly by Tenant when moving out, an administrative fee to the amount of EUR 30,- will be charged.

11.3 Landlord may remove personal property which Tenant has left in the rented rooms or those also used after return of the object of rent, despite his obligation to removal. In addition, Landlord shall be entitled to destroy objects of no apparent value. Objects which Landlord has taken into custody shall pass into its ownership following the expiry of one year.

Landlord shall only be liable for damage or loss originating during the custody in malice aforethought or gross negligence. Under no circumstances shall it be obliged to place the objects under insurance protection or to take further securing measures.

Tenant must pay damages in cash for all expenditure incurred by Landlord from the failure to remove objects. Landlord shall be entitled to reject hand-over until settlement of these or other claims from the rental relationship by exercising its lien as a landlord.

Landlord shall also be entitled to re-occupy the room.

§ 12

12.1 All sub-letting or transfer for use of the rented rooms to third parties, even partially, shall be forbidden as a matter of principle. The same shall also apply for acceptance of third parties in the rooms inhabited by Tenant to avoid over-occupancy, even if the inclusion is limited in time.

12.2 During absence of Tenant due to holidays or studies for a max. period of 3 months, he shall be entitled to register his rented room with the residence department and hand it over for sub-letting. In homes without a residence department, sub-letting shall be forbidden as a matter of principle. In such a case, the duties from the rental contract shall remain with Tenant. Apart from this, sub-lessee shall subject himself by written declaration to all conditions from the rental contract, the general terms and conditions of rental for the students' residences of the Studentenwerk Stuttgart and the house rules. Both shall be liable for all claims as joint and several debtors.

§ 13

13.1 If a connection for a joint antenna system or the broad band cable network of Deutsche Telekom exists in the rooms, Tenant may only use connection cables admitted by the manufacturer of the system or the Deutsche Telekom.

Tenant may not make any alterations to the existing connections, in particular he may not connect any additional connection sockets to the joint system.

13.2 Attachment of outside antennas (satellite) is not permitted due to the short term of the rental relationship, as a cable connection exists.

§ 14

Waste occurring is to be separated according to valid directives and disposed of in the proper containers. In the event of a breach, an administrative fee to the amount of EUR 40,- will be charged. Contamination of the outside areas and the paths shall not be allowed.

§ 15

Written declarations by Landlord to Tenant shall be deemed served upon placement in the latter's letterbox. Tenant shall be obliged to name a representative for the purpose of service in periods of long absence, e.g. in the holidays between terms.

§ 16

If individual provisions of these general terms and conditions of rental are invalid, the remainder shall maintain their validity. A replacement provision to achieve the same economic or legal objective in the limits permitted by law shall be deemed agreed.

House rules

1. Avoid any noise. Set music devices to room volume. In the period from 10.00 p.m. to 8.00 a.m., no disturbances shall be permitted.
2. When moving in and out, each tenant shall register with the local population registration department.
3. Tenant shall be responsible for the behaviour of his guests. House keys may not be given to people not living in the house. In the event of loss, Landlord shall be notified without delay.
4. The rented rooms shall be heated and ventilated sufficiently, although doors and windows shall be kept locked in bad weather, at night and in absences.
5. Hooks, nails or dowels may not be put into the walls, as electric lines have been laid in all walls. Danger for life can result from a breach. In addition, the walls between the places of residence have been soundproofed. The soundproofing is destroyed by nails.
6. The joint washing machines are only free of disturbances and only have a long service life if they are treated carefully and operated according to the operating instructions.
7. Only use the roads and paths which have been laid. Do not make your own tracks. In this way, you help to be gentle on the gardens and to keep care within economic limits.
8. The flat roofs with the gravel coating may not be accessed under any circumstances. The insulation could be damaged and the roof could leak. We request your understanding for this.
9. Hand-held fire extinguishers have been hung up at the places provided for this.
10. WCs are not refuse containers. The costs for the removal of blockages of waste water pipes or other disturbances as a result of wrong treatment shall be borne by Tenant. Dirty edges on the toilets and in the showers are to be removed immediately.
11. The refrigerator is to be cleaned regularly and thawed every 4 weeks.
12. Telephone boxes, automatic devices and other fittings shall be subject to the same duty to care by Tenant as the places of residence.
13. Tenant shall be entitled to use the existing elevator system. Tenant engages to fulfil the directives for the elevator in all points; in particular, he waives claims to damages against Landlord for any kind of accidents, unless Landlord has acted culpably. Operational disturbances shall be reported to Landlord or its agent without delay.
14. Outside antennas may not be attached.

Stuttgart Studentenwerk
Head of University Services