



General terms and conditions of lease of Studierendenwerk Stuttgart

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Studierendenwerk Stuttgart.
Valid from 01.10.2019

§ 1 Eligibility / requirements

1.1 Students of the following universities and academies are eligible to live in the students' residence run by Studierendenwerk Stuttgart (hereinafter referred to as Landlord):

- Akademie für Darstellende Kunst in Baden-Württemberg
- Duale Hochschule Baden-Württemberg Stuttgart
- Evangelische Fachhochschule Ludwigsburg
- Filmakademie Baden-Württemberg Ludwigsburg
- Hochschule der Medien Stuttgart
- Hochschule Esslingen
- Hochschule für öffentliche Verwaltung und Finanzen Ludwigsburg
- Hochschule für Technik Stuttgart
- Pädagogische Hochschule Ludwigsburg
- Staatliche Akademie der Bildenden Künste Stuttgart
- Staatliche Hochschule für Musik und Darstellende Kunst Stuttgart
- Universität Stuttgart
- Media Akademie Stuttgart
- Hochschule für Kommunikation und Gestaltung
- Merz Akademie – Hochschule für Gestaltung, Kunst und Medien

1.2 Students applying for a place in a residence shall prove their eligibility by presenting a semester certificate or the like that is valid for the current period of study.

Likewise, residents shall be obliged to prove their continued eligibility by November 30 for the winter semester or April 30 for the summer semester, by presenting a certificate of enrolment or a corresponding certification.

1.3 If there is any doubt about the student's eligibility, the Landlord shall be entitled to demand additional proof from the Tenant. Including but not limited to, the Landlord may demand the presentation of appropriate proof, if necessary by an affidavit, that the Tenant continues to be eligible, in particular if there is evidence that the Tenant is no longer a student, has completed his/her studies or is a part-time student only and predominantly working.

1.4 The following persons are not eligible:

- Students with a university degree (Diplom/Magister/Master);
- Students who are 30 years or older at the start of their studies, unless they are entitled to student grants under the German Grants Act (BAföG);
- Students who have already lived at a publicly sponsored student residence for the maximum period stated in § 2 below.

1.5 Students applying for a place in a residence must fill in the application form provided by the Studierendenwerk Stuttgart. Providing incomplete information will result in a rejection of the application.

§ 2 Term of tenancy

2.1 The tenancy shall commence on the date stated in the tenancy agreement.

2.2 The term of the tenancy shall be indefinite. However, it will end no later than with the expiration of the maximum tenancy. The maximum tenancy at the Landlord's residences is limited to 36 months. Periods at other state-sponsored homes of residence in Stuttgart, Ludwigsburg, Esslingen and Göppingen count as well for the maximum tenancy. Upon the expiration of the maximum tenancy of 36 months, the tenancy shall terminate automatically without further notice being required.

2.3 The parties mutually waive their rights to give notice to terminate the tenancy agreement for the term of 6 months from its begin. After this period, the tenancy agreement may be terminated with 3 months' notice until the maximum tenancy is reached, that means to take effect on 31 August / 30 September, 28 (29) February and 31 March of each year. The notice of termination must be received by the Studierendenwerk Stuttgart in written form no later than 3 months before the effective date of the termination.

2.4 In case of a deregistration after the beginning of the tenancy, the tenancy agreement may be terminated by the 15th day of a month, to take effect at the end of the second month following. The notice of termination in written form and the certificate of deregistration issued by the relevant university must be received by the Studierendenwerk Stuttgart no later than on the 15th day of a month.

2.5 If the Tenant does not become eligible subject to § 1 because he/she does not become a student of a listed university/academy either party may terminate the tenancy agreement with one month's notice to take effect at the end of the month. This right of termination shall also apply during the first six months from the begin of the tenancy in accordance with § 2.3 sentence 1. If the Tenant exercises this special right of termination, we will charge a fee in accordance with § 17 GVO, unless the reasons for exercising the special right of termination are in the responsibility of the Landlord. This fee is either offset against the deposit or collected by direct debit. This does not affect the Tenant's obligation to pay rent until the end of the tenancy, that is the effective date of termination.

2.6 Rental contracts shall only be concluded for complete months.

§ 3 Deposit

3.1 Before moving in, the Tenant must make a deposit in the amount determined by the Landlord. During the term of the tenancy, the Tenant must not offset the deposit against any claims of the Landlord.

The deposit can be offset against damage claims of the Landlord after returning the rented object, for missing parts of inventory or keys, damage to the rented object or other receivables of the Landlord.

3.2 Deposits do not carry interest (§ 551 paragraph 3 sentence 5 BGB).

3.3 The deposit, in full or in part and after deducting any amounts that may be offset, will be transferred to an account named by Tenant after moving out, against presentation of the control slip.

Payment will be made no earlier than six weeks after the end of the tenancy agreement.

The Tenant must present to the Landlord all information necessary for a repayment of the deposit voluntarily. The Landlord is not obligated to request this information. In addition, the Tenant will pay for any costs incurred by the repayment of the deposit.

The right to repayment shall be forfeited after 6 months from the due date if repayment of the deposit and/or the parts not offset is impossible for reasons beyond the Landlord's control (including but not limited to, if the Tenant has failed to state his/her new address and/or account number).

§ 4 Payment of rent and utilities

4.1 Rent payments shall be made monthly in advance, by the third working day of each month.

Rent, bank charges for direct debits not honoured, late fees, bills for cleaning and repair work and the fees subject to § 17 of our fee schedule must be paid monthly in advance, by direct debit.

For this, the Tenant must open a bank account or a current account with the post bank and provide the Landlord with a direct debit authorisation in form of a SEPA mandate for the respective payments coming due.

The Tenant must ensure that there are sufficient funds in the account to pay for all amounts when due.

Costs incurred by unsuccessful debits or by reminders or dunning letters must be borne by the Tenant.

4.2 The rent shall include the following operating costs: public charges, heating costs, costs of hot and cold water supply, sewage costs, costs of cleaning and maintenance of boilers and floor heating systems, costs of elevators, costs of waste removal and road cleaning, costs of house cleaning, costs of gardening, costs of lighting, costs of chimney-sweeping, costs of object and liability insurance, janitor costs, costs of the joint antenna, costs of the operation of the laundry machines, other operating costs in accordance with § 2 BetrKV.

The Landlord is entitled to proportionately allocate above mentioned operating costs in accordance with § 2 BetrKV, by a statement in text form. The Landlord will describe and explain the reason for such allocation in the statement.

The Tenant owes the amount allocated to him/her and the correspondingly increased total rent at the beginning of the second month that follows the month in which the statement was issued.

4.3 The rent will increase no sooner than at the beginning of the second year of tenancy and thereafter at the beginning of each further year of tenancy, **by the graduated rent agreed in the rental agreement**. The Landlord's right to increase the rent due to an increase in operating costs in accordance with above § 2 paragraph 2 shall not be affected.

§ 5 Handover of the rented object

5.1 Handover of the rented object shall take place on weekdays, from Monday to Friday, during the regular working hours of the janitor at the residence.

If tenancy begins on a Saturday, Sunday or a public holiday, the Tenant will be able to move in on the following working day only.

If the tenancy ends on a Saturday, Sunday, public or negotiated holiday, moving out shall take place on the last working day of the month.

5.2 The Tenant shall only be entitled to be handed over the rented object once he has:

- a) paid the deposit;
- b) presented the direct debit authorisation/SEPA mandate pursuant to § 4.2;
- c) has proven his/her eligibility by presenting an enrolment certificate or the like;
- d) presented a tenancy agreement signed by both parties;
- e) presented his/her passport or ID card.

On moving in, an inventory will be produced in which the actual state of the room and the inventory as well as the completeness of the inventory are recorded. The Tenant shall be deemed to have confirmed the proper condition of the rented object if he/she does not notify the Landlord in writing of any defects within 14 days from moving in.

The Tenant must notify the Landlord immediately of any infestation with pests or vermin, in the room or the common rooms. If the Tenant culpably fails to comply with this obligation, the Tenant shall bear any additional pest control costs incurred thereby. This also applies to infestations with pests or vermin caused by improper use of the leased property and own negligence.

If the residence is a new building that was only completed recently, the Tenant will be notified of any defects, damage or disturbances, for example due to construction noise.

5.3 Moving within the hall of residence or to another one will only be approved by the Landlord in exceptional justified cases, at a written request. There is no entitlement. A request to move must be made in writing. The waiting period depends on the availability of rooms and any waiting list.

5.4 For the new room, a new tenancy agreement must be signed, at with the terms that are valid then. The former term of tenancy will count for the maximum tenancy in accordance with § 2.2.

For the higher expense for handling the move, we will charge a fee in accordance with § 17 GVO which falls due on the day the new tenancy agreement is signed. The amount will be collected by direct debit.

§ 6 Equipment and keys

6.1 The Tenant shall be liable for damage to buildings and equipment caused by a culpable violation of his/her obligations under the tenancy agreement and for all damage caused by his/her visitors. 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.

6.2 The Tenant will receive the number of keys as specified in the inventory for the term of the tenancy. The Tenant is not entitled to receive a second key. The copying of keys is not allowed as a matter of principle. In case of non-compliance, a new cylinder will be installed at the Tenant's expense. The Tenant is not entitled to replace the existing lock provided by the Landlord with another one.

If keys are lost, the Tenant shall be liable for all resulting damage. The Landlord shall be entitled to have the keys in question and all relevant locks replaced with new ones at the Tenant's expense.

§ 7 Structural changes

7.1 As a matter of principle, the Tenant must not make any structural changes.

7.2 The Landlord may carry out improvements, repairs and other structural changes that are necessary to maintain the building or the rooms and to avoid any risks or repair defects without the Tenant's consent.

For this purpose, the Tenant must provide access to the rooms in question after he/she was notified. The Tenant must not hinder the works in any way. In case of imminent danger, the Landlord or their agent are allowed to access the rented room without prior notification.

7.3 The Tenant shall not be entitled to reduce the rent in case of construction and/or maintenance work and any resulting annoyances if:

- such works are carried out between 8 AM and 8 PM;
- last for a maximum of 14 days;
- the room and the common rooms can be used without any limitation;
- the Tenant or his/her guests have caused the damage that caused the work.

§ 8 Tenant's obligations

8.1 The Tenant shall be obliged to treat the rented object and the rooms and facilities he/she uses with care.

Smoking in common rooms is not allowed. Smoking in one's own room is allowed but the Tenant must take care that other Tenants don't feel disturbed by the smoke. Repeated non-compliance after receipt of a warning will result in termination. When moving out, the Tenant bears the costs for smoky rooms (painters, furniture cleaning, etc.).

The rented objects must be cleaned regularly by the Tenant, rooms shared with others must always be left clean.

Fridges and deep-freezers in the shared kitchens must be regularly defrosted and cleaned.

The Tenants may only use the shared kitchens/bathrooms - including equipment - that are assigned to their rooms (visitors may access them only together with the Tenant).

The Landlord or their agents are entitled to access all shared rooms (kitchen, shower, WC) without prior notification to examine their cleanliness, even if they are located within a shared apartment. If the common rooms do not meet the Landlord's standards in terms of cleanliness and if the residents have not cleaned them properly by the fixed deadline the Landlord will commission a cleaning company. The costs of the cleaning will be billed to the residents, at least, however, the fees in accordance with § 17 GVO. In addition to the billing of the costs, the Tenants may receive a warning letter or, in case of repeated non-compliance, the tenancy agreements may even be terminated without notice.

The Tenant must take all reasonable measures in order to prevent the loss, destruction or damage to the individual

or shared rented rooms and equipment. This includes but is not limited to:

- Locked doors on rooms and buildings;
- Careful handling of fire, cinder and electrical heat sources;
- Securing windows and doors against slamming.

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

8.3 The Tenant must not make any changes to the gas, electric or water installations or to devices and fittings connected to it by the Landlord, either in the individual or shared rented rooms. Also, the Tenant must not install any additional floor covering on a firmly installed floor covering.

8.4 The Tenant must strictly comply with all building regulations and the fire regulations. Including but is not limited to, the storage of easily flammable or toxic materials in all the buildings and properties managed by the Landlord as well as the blocking or obstructing of escape routes and the storing of flammable objects in all public areas is forbidden. In residences with fire alarm systems, the fire safety regulations must be observed by all means.

If smoke or fire detectors are damaged or removed by the Tenant he/she is liable to pay damages to the Landlord. This also applies to all resulting costs incurred by consequential damage or additional maintenance expense. The smoke detectors are checked annually. For this, the Tenant must ensure access to the room and the common rooms. The Tenant will be informed of the planned date in writing in due time.

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

8.6 Unless the Tenant obtains the prior written consent of the Landlord, pets are not allowed. Keeping some small animals, for example birds, hamsters or fish, in suitable cages or fish tanks is allowed if it is not excessive and in compliance with the agreement.

8.7 The Tenant must notify the Landlord of all and any defects, damage or failures without delay which he has noticed at the rented object, the shared rooms, the building or the technical facilities.

8.8 The Tenant shall use the rented objects for the intended contractual purpose only, that means as a place of residence. In particular, residential rooms must not be used for industrial purposes.

8.9 The issuing of purchase orders on behalf of the residence is not permitted.

8.10 The Tenant shall be obliged to only use the intended and marked parking places for parking his/her motor vehicle. Any motor vehicle or parts thereof must not be parked or left inside buildings intended for residential purposes or buildings in which persons will stay permanently.

8.11 Motor vehicles that are not registered or that are permanently not in use must not be parked or left on the premises of a student residence managed by the Landlord. Any vehicles that are left or parked there in violation of this provision will be removed at the expense of the vehicle owner after issuing a warning.

8.12 On the premises managed by the Landlord and in their immediate vicinity, repairs on motor vehicles must not be undertaken if others could be annoyed by this. In addition, the Landlord does not allow any work that may result in environmental pollution (for example, oil changes).

8.13 The Tenant undertakes to refrain from disturbing any co-tenants or neighbours (especially by excessive noise), including but not limited to the time between 10 PM and 8 AM.

8.14 To protect the tenants, the property of the Studierendenwerk and to maintain order in the residences, the Landlord has commissioned a security firm. To attend to their tasks, the employees of the security firm have been authorised to exercise property rights. That means that said employees are entitled to access common rooms and shared kitchens. The Tenant shall be obliged to obey any instructions issued by the security firm without delay.

8.15 The Tenant must not remove any parts of the rented furniture and equipment from the room, not even temporarily; including but not limited to this applies to furniture and mattresses.

8.16 The language of the agreement shall be German. The Landlord is not obligated to make available documents in any other language. The Tenant must obtain important information himself/herself.

§ 9 Termination of the tenancy agreement for important reason

9.1 If good and sufficient reason exists, the Landlord may terminate the tenancy agreement in writing without notice at any time, allowing a period for clearance of six weeks as per the last day of a month, in severe cases even without a period for clearance. Termination without notice by the Landlord, with a period of six weeks for clearance, shall be justified if the Tenant:

- is no longer a member of a university or academy listed in § 1 above;
- has failed to present the certificate of enrolment or the like mentioned in § 1.2 even after a warning had been issued;
- disturbs the peace at home sustainably.

9.2 Termination without notice, without the Landlord allowing a period for clearance, shall be generally justified if:

- the Tenant has been in arrears with two subsequent rent payments;
- the Tenant has been in arrears with several instalments in the amount of more than two month's rent;
- the Tenant had already received notice of termination

for being in arrears with two months' rent but paid the outstanding amount after receiving notice of termination and has come into arrears with two months' rent again;

- despite a warning, the Tenant has allowed a third party to use the rented object in full or in part;
- despite a warning, the Tenant continues to breach the tenancy agreement, the general terms and conditions of lease or the house rules.

§ 10 Return of the rented object

10.1 The tenancy shall end on the date stated in the tenancy agreement. That means that the tenancy agreement will not be extended automatically for an indefinite period of time if the Tenant continues to use the object after the end of the tenancy agreement and neither party objects to such continued use.

10.2 The rented rooms must be handed over to the Landlord at the end of the tenancy, in a clean state with complete inventory and all the keys.

The Tenant shall be obliged to be present at the inspection that will take place during the working hours of the residence management. The inspection date must be agreed with the residence management. Proper hand-over of the room and/or any detected defects shall be recorded on a control slip. On this control slip, the Tenant shall state his/her new address and the bank account for repayment of the deposit. If the Tenant fails to appear at the appointment, the residence management shall be entitled to access and inspect the room or apartment at the residence even without the Tenant.

The Landlord shall be entitled to repair or remove any defects or damage at the Tenant's expense if the Tenant has caused them and is responsible for such.

If the room or apartment at the residence is not returned properly when the Tenant moves out any costs incurred by the Landlord will be billed to the Tenant, as well as an additional handling fee in accordance with § 17 GVO.

10.3 The Landlord may remove personal property left in any rented room, shared room or apartment by the Tenant despite his/her obligation to remove such when moving out. In addition, the Landlord shall be entitled to destroy objects of no apparent value.

The Landlord shall only be liable for any damage or loss during the storage of removed objects if such damage or loss was caused by intent or gross negligence. Under no circumstances shall the Landlord be obliged to effect insurance for the objects or to take further precautions.

The Tenant must pay damages in cash for all costs incurred by the Landlord from the failure to remove such objects. The Landlord shall be entitled to reject the hand-over of such objects and exercise their lien until all claims under the tenancy agreement have been satisfied.

The Landlord shall also be entitled to reoccupy the room.

§ 11 Subletting

11.1 All subletting or transfer for use of the rented rooms to third parties, even partially, requires the Landlord's prior consent and is forbidden otherwise. To avoid over-occupancy, the same shall also apply for having third parties stay at the rooms of the Tenant, even if this is temporary. The Landlord shall be entitled to ban any persons that cannot identify themselves as tenants. Any violation of this provision shall result in termination without notice of the tenancy agreement.

11.2 Some of the Landlord's residences have housing offices. These housing offices are managed by the tutors of the residences. The Tenant can register his/her room there for subletting. At these residences, subletting is allowed through the relevant housing office only. § 11.1 shall not be affected by this provision.

Studierendenwerk Stuttgart regularly provides the housing offices with the necessary information for subletting.

At residences without housing offices, the form for subletting provided by the Studierendenwerk Stuttgart will be available from the janitor. For any nonauthorised subletting, the Tenant will be billed a fee in accordance with § 17 GVO. Documentation for this is not required. The payment of the fee will not relieve the Tenant of the measures under § 11.1.

In this case, the duties under the tenancy agreement shall remain with the Tenant. Otherwise, the subtenant shall subject him/herself to all the terms and conditions of the tenancy agreement by written declaration, and to the general terms and conditions of lease for the student residences of Studierendenwerk Stuttgart and the house rules. Both shall be liable for all claims as joint and several debtors.

§ 12 TV connection

12.1 The Tenant must not make any changes to existing connections, including but not limited to, he/she must not install any additional sockets to the shared system.

12.2 An installation of outdoor antennas (satellite dish) is not permitted due to the short-term nature of the tenancy agreement, because there are other possibilities of TV supply.

§ 13 Waste disposal

Any waste must be separated in line with the valid provisions and disposed in the respective containers. In case of a violation of this provision, we will bill a handling fee in accordance with § 17 GVO, plus the disposal costs incurred.

§ 14 Correspondence

Written notifications from the Landlord to the Tenant shall be deemed served upon placement in the latter's letterbox. The Tenant must name a receiving agent during longer periods of absence, e.g. during a semester break.

§ 15 Promoting Intercultural Exchange

To promote an intercultural exchange, information about the tenants is transferred by the Studierendenwerk Stuttgart to the relevant universities or academies to organise social programmes intended to support the students.

§ 16 House rules

The house rules are part of the general terms and conditions of lease.

§ 17 Fee schedule (GVO)

The fee schedule is part of the general terms and conditions of lease. The Tenant is entitled to prove a lower damage and the Landlord is entitled to prove a higher damage.

§ 18 Severability

If individual provisions of these general terms and conditions of lease are invalid, the remaining ones shall maintain their validity. A replacement provision to achieve the same economic or legal purpose shall be deemed agreed, to the extent permitted by the laws.

§ 19 According to the law of Verbraucherstreitbeilegungsgesetz

Studierendenwerk Stuttgart is neither willing nor obliged to participate in a dispute settlement procedure before a consumer-enforcement agency according to the law of Verbraucherstreitbeilegungsgesetz.