

## RENTAL AGREEMENT

between Studentenwerk Niederbayern/Oberpfalz  
Institution established under Public Law  
(Anstalt des öffentlichen Rechts)  
Albertus-Magnus-Straße 4  
93053 Regensburg [Germany]

- Landlord -

and

- Tenant -

with personal identification number

it is agreed as follows:

### Clause 1 Rented Property

1. In the residential complex,  
 the furnished apartment with the number  
 is rented out as of  
 namely **temporarily** until

The last seven digits of the accommodation number show the apartment number.

2. Currently, the monthly rent is:

Basic rent	€	
Advance payment of operating costs	€	
		-----
In total	€	=====

3. Security for rent is: €  
=====

Please transfer the security for rent (only in case of new moving in) to  
 IBAN: DE35 7505 0000 0710 0109 50 (SWIFT-BIC: BYLADEM1RBG) at Sparkasse Regensburg;  
**Reference: "Deposit" and "Personal identification number".**

## **Clause 2 Use of Rented Property**

- (1) The rented property is rented exclusively for personal use by the Tenant for residential purposes for temporary use and for the special purpose of studying at the university location to which there shall no longer be any entitlement in case of interruption or termination of higher education.
- (2) As far as the rented property does not include a kitchen and/or bathroom, the Tenant is entitled to use the shared kitchen and/or shared bathroom.
- (3) The rooms for joint use according to their purpose shall be available to the Tenant.

## **Clause 3 Limitation of Duration of Residence**

- (1) The Tenant acknowledges that there is a legitimate interest in an agreed limitation of the Rental Agreement as the provision of rented rooms in student residential complexes constitutes an indirect state assistance and due to the limited number of rooms in the student residential complexes, state-funded apartments are to be made available to as many students as possible by means of the rotation principle.
- (2) The tenancy shall terminate upon expiry of the date mentioned in Clause 1; notice of termination shall not be required.
- (3) Tacit extension of the tenancy after termination by means of continuation of use shall be excluded. Section 545 German Civil Code (Bürgerliches Gesetzbuch, BGB) shall insofar not apply.

## **Clause 4 Rent/Rental Payment**

- (1) The rent pursuant to Clause 1 shall be due in advance on a monthly basis until the fifth working day of the month.
- (2) The total amount to be paid shall be debited on a monthly basis from an account to be specified by the Tenant. The Tenant shall be obliged to grant a SEPA direct debit mandate for the duration of the rental period. In case debiting is impossible, the Tenant shall bear any resulting costs.
- (3) The Landlord shall be entitled to charge a flat rate for administrative costs in the amount of 5.50 € for each warning.
- (4) If there are reasonable grounds, a monthly rent may be deferred upon written application. The application must have been received by the Landlord before maturity.

## **Clause 5 Rent Security Deposit (coll. Deposit)**

- (1) Pursuant to section 551 (5) s. 5 German Civil Code, there shall be no duty to pay interest on the deposit. During the duration of the tenancy, the Tenant may not offset the deposit against claims of the Landlord. The Landlord shall try to repay the deposit within 6 weeks as of preparation of the final account regarding the rent; the Tenant shall not have a legal claim to the observance of this period. The deposit shall lapse after the expiry of 6 months after provision of the final account regarding the rent if its repayment cannot be effected for reasons for which the Landlord is not responsible.
- (2) The deposit is used to settle claims of the Landlord against the Tenant which have not been settled after termination of the tenancy. By means of repayment of the deposit, assertion of any claims shall not be affected pursuant to Clause 6 (3).
- (3) The deposit shall be paid by indicating the reference "Deposit, personal identification number (e.g. 1340074)".

## **Clause 6 Operating Costs**

- (1) In addition to the basic rent, the Tenant shall bear, regardless of the actual use of individual services, operating costs on a pro rata basis within the meaning of section 27 II<sup>nd</sup> German Ordinance on Housing Calculations (Verordnung über wohnungswirtschaftliche Berechnungen, BV) or sections 1, 2 German Ordinance on Operating Costs (Betriebskostenverordnung, BetrKV) in the respectively applicable version or subsequent ordinance unless these costs are particularly recorded and calculated in detail. In this regard, the Tenant makes monthly advance payments.
- (2) The collection of all ancillary costs and property levies of all kind as well as their amendments in the rent determined by statutory or regulatory provision shall be agreed as of the time of assertion.
- (3) After the expiry of a calendar year, the Landlord shall prepare a settlement regarding the operating costs of the residential complex and the advance payments made. In this regard, the operating costs (see Annex 1) shall be divided among the apartment units of the residential complex. Heating costs shall be excluded. Costs for heating shall be divided according to the proportion of the living space of the apartment unit. The determination of operating costs shall in principle be made pro rata temporis. In case the Tenant moves out during the accounting year, distribution of operating costs shall be made with the settlement that is due next and in relation of rental period to year of settlement. Any deficit shall be settled by way of subsequent payment; any surplus will be repaid. Minor amounts of less than 5.00 € shall be waived. In case the advance payment does no longer cover the actual operating costs due to increases in costs, the advance payment shall be increased accordingly.
- (4) Access to the internet shall be made on the basis of connection possibility to the network belonging to the residential complex that is operated by a private provider. In case of system failures or loss of data, the Landlord – regardless of duration and cause – shall not be liable.  
Expenses regarding the operation of the network shall be included in the operating costs. The respective Terms of Use shall apply for using the internet access in the respective rented property (Annexes 4 a + b).

## **Clause 7 Right of Withdrawal (before Beginning of the Tenancy)**

- (1) The Tenant may withdraw from his/her contractual statements within the statutory periods (Annex 5).
- (2) In case the Tenant – for whatever reason – withdraws from the Rental Agreement after expiry of the withdrawal period specified in par. 1 but before the beginning of the tenancy, the Tenant shall be obliged to pay a gross monthly rent.

In case immediate subletting (without any loss of rent) shall be possible, the payment obligation shall be limited to an administrative fee of 55.00 €.

- (3) After the beginning of the tenancy, the period of notice pursuant to Clause 8 shall apply.

#### **Clause 8 Termination (Tenant)**

- (1) only applies to students of the universities with semesters beginning on April 1<sup>st</sup> or October 1<sup>st</sup>:  
The Tenant may only terminate the tenancy with effect as of March 31<sup>st</sup> or September 30<sup>th</sup>. The period of notice shall be 2 months. The termination shall be made in writing.
- (2) only applies to students of the universities with semesters beginning on March 1<sup>st</sup> or September 1<sup>st</sup>:  
The Tenant may only terminate the tenancy with effect as of February 28<sup>th</sup>/29<sup>th</sup> or August 31<sup>st</sup>. The period of notice shall be 2 months. The termination shall be made in writing.
- (3) If, at instigation of the Tenant, the conclusion of a new rental agreement is required, an administrative fee in the amount of 60.00 € will be charged.

#### **Clause 9 Termination (Landlord) with Period**

- (1) The Landlord shall be entitled to terminate the tenancy to the end of a month in written form and with a period of two months if the Tenant
- is not enrolled at the place of study or
  - does not present a certificate of enrollment for the winter semester until November 15<sup>th</sup> or for the summer semester until May 15<sup>th</sup>, or
  - repeatedly violates the Rental Agreement or the House Rules as far as these violations do not justify a termination without notice.
- (2) The right to terminate the Rental Agreement in exceptional cases without notice and for good cause shall remain unaffected. In this regard, the statutory provisions shall apply.
- The Landlord may in particular terminate the tenancy in exceptional cases without notice if the Tenant
- does not use the rented property himself/herself, unless the Landlord has in advance agreed with a temporary subletting during the absence of the Tenant,
  - seriously violates the Rental Agreement or the House Rules or disturbs the domestic peace,
  - is in default with the payment of the rent in the amount of two months.

#### **Clause 10 Obligations of the Tenant**

- (1) The Tenant shall only use the rented property for the purposes stipulated in the agreement. The Tenant undertakes to use the rented property and the rooms, facilities and equipment determined for joint use gently and carefully. He/she shall be responsible for proper cleaning of the rented property and for sufficient airing and heating of the rooms provided to him/her. In case of a not merely minor defect of the rented property or in case a provision to protect the rented property against an unforeseeable risk becomes necessary, the Tenant has to immediately inform the Landlord. The Tenant shall be liable for any damage that occurs due to culpable breach of his/her duty of care and information, in particular if technical equipment and other equipment is not treated properly, if rooms provided to him/her are aired, heated and protected against freeze merely insufficiently. This shall not apply for damage in rooms, facilities and equipment that are jointly used by several tenants.
- (2) At the end of the Rental Agreement, the Tenant shall return the rented property with complete inventory cleaned and well-swept as well as free of defects until 10 a.m. of the last working day (Monday to Friday) of the duration of the tenancy at the latest. Until return of the key to the caretaker which has to take place until 10 a.m. of the last working day (Monday to Friday), the Tenant shall be liable for all damage incurred by the Landlord or the new tenant due to the non-observance. In case the Tenant does not return the rented property at the agreed time and condition, he/she, waiving his/her right to remedy a defect, agrees that the Landlord has a third party carry out the repair whereby the Tenant bears the costs.
- (3) At the time the Tenant moves in, he/she is provided with keys for the rental period. In case a key is lost or in case not all keys are returned to the Landlord at the time the Tenant moves out, the Landlord shall be entitled to change the respective keys and all relevant locks or to replace them with new ones at the expense of the Tenant.
- (4) The Tenant shall be obliged to show the necessary consideration for the other tenants and to behave according to the House Rules.
- (5) The Tenant shall be liable for damage caused by his/her guests; he/she shall be responsible for the behavior of his/her guests.
- (6) In case damage is remedied, the Tenant shall be bound by the guidelines of the Landlord.
- (7) Without prior written consent of the Landlord, the Tenant may not sublet or allow other persons to live in his/her apartment. In case of an approved sublet, an administrative fee in the amount of 50.00 € is charged.
- (8) The Tenant shall be obliged to accept an alternative living space of comparable type and size at the same university location in case of serious reasons, e.g. pipe breaks or other damage due to which the living space is no longer habitable.

#### **Clause 11 Structural Modifications and Maintenance**

- (1) The Landlord may carry out repair works and structural modifications which become necessary with regard to the preservation of the building or the avoidance of impending dangers or the removal of damage even without the consent of the Tenant. This shall also apply for other repair works after prior notification to the Tenant. The Tenant has in particular to tolerate the measures regarding pest control required for the protection of the occupants.
- (2) The Tenant who has to tolerate these works within a reasonable time may neither reduce the rent nor exercise a right of retention nor claim damages due to the impairment.

#### **Clause 12 Central heating**

The Landlord shall be obliged to keep the existing central heating in operation during the period from October 1<sup>st</sup> to April 30<sup>th</sup> as far as external temperatures require such measure. The Landlord does not assume liability for continuous heating or hot water supply as agreed. Partial or complete cessation of heating or hot water supply due to fuel shortages does not entitle the Tenant to any claims of reduction or damages. This shall also apply with regard to necessary or unavoidable interruptions of operations of any kind.

#### **Clause 13 Liability of the Landlord**

- (1) The Landlord shall be liable for personal injuries and property damage of the Tenant and his/her visitors as well as for property brought by the Tenant only if it has been the fault of the Landlord and its agents.
- (2) In case the accommodation unit indicated in the Rental Agreement cannot be used by the Tenant in time, the Tenant's damage claim shall be limited to the effect that the Landlord has to provide another apartment. Further claims shall be excluded.

#### **Clause 14 Form regarding the handover of the apartment/building moisture**

- (1) Damage or defects which the Tenant discovers after he/she has moved in have to be reported to the Landlord in writing by means of the form regarding the handover of the apartment within fourteen days. If there is no notification, the Tenant acknowledges the proper condition of the rented property at the time of moving in.
- (2) If the student residential complex is a new construction recently completed, the Tenant shall, in case of common defects or damage due to natural building moisture, waive claims to rent reduction.

#### **Clause 15 Entering and inspection of the rented rooms by the Landlord**

- (1) The Tenant shall take care that the rented property may even in his/her absence be entered by authorized representatives of the Landlord for justified reasons.
- (2) In principle, the Landlord may enter the rented rooms only with the Tenant's consent. Only in case of imminent danger pursuant to section 229 German Civil Code shall the Landlord be entitled to enter the rented property in the absence and without the consent of the Tenant.
- (3) In the following cases, the Tenant shall be obliged to provide the Landlord or its authorized representatives access to the rented property:
  1. After prior notification with regard to the taking of water samples required according to the drinking water ordinance or ordered by an authority.
  2. After prior notification with regard to the execution of works (maintenance and structural modifications regarding the rented property as well as remedy of defects, maintenance, smoke detectors).
  3. At any time in order to avoid danger to persons' lives or health.
  4. At any time to avoid significant property damage.
- (4) If the Tenant refuses access to the rented property or if he/she is absent at an announced date, the Tenant is informed that unless he/she has substantial grounds for the non-appearance, he/she shall be obliged to compensate the Landlord for any resulting damage.
- (5) The Tenant is given the opportunity to grant the Landlord, in due time and in text form, consent to enter the rented property in his/her absence in case that he/she cannot be present at a date announced by the Landlord and in case he/she cannot instruct a representative.

#### **Clause 16 Termination of tenancy**

- (1) In case the tenancy has been terminated, the Tenant shall vacate the rented property until 10 a.m. on the last working day (Monday to Friday) before expiry of the agreement.
- (2) The Tenant herewith expressly declares that he/she transfers his/her property and his/her ownership in the unmarked objects left behind in generally accessible rooms and storage areas on the site of the residential complex to the Landlord.
- (3) The Landlord shall be entitled to have scrapped vehicles that are not registered or that have been left behind and parked on the site of the residential complex at the expense of the Tenant.

#### **Clause 17 Reporting obligation**

Whosoever moves into an apartment, has to register within two weeks as of moving in with the registration office pursuant to the Federal Act on Registration (Bundesmeldegesetz, BMG); moving out is, as the case may be, also subject to registration. The Landlord shall be obliged to participate in the registering or deregistering; for this purpose, the Landlord shall prepare a so-called "Wohnungsgeberbescheinigung" (confirmation from the supplier of the residence).

### Clause 18 Dispute Resolution Procedures

The Landlord is neither willing nor obliged to participate in dispute resolution procedures before a consumer conciliation body pursuant to the German Act on Alternative Dispute Resolution in Consumer Matters (Verbraucherstreitbeilegungsgesetz, VSBG). The German Act on Alternative Dispute Resolution in Consumer Matters requires, however, that the Landlord makes the Tenant aware of the consumer conciliation body responsible:

Allgemeine Verbraucherschlichtungsstelle des Zentrums für Schlichtung e. V.  
Straßburger Straße 8  
77694 Kehl [Germany]  
Internet: [www.verbraucher-schlichter.de](http://www.verbraucher-schlichter.de)

### Clause 19 General Provisions

- (1) The List of Operating Costs (Annex 1), the respectively applicable House Rules and Fire Safety Regulations (Annex 2 and 3), the terms of use regarding the data network (Annex 4a and b), the notification regarding withdrawal (Annex 5) as well as the form regarding the handover of the apartment (Annex 6) shall form an integral part of this agreement. The Tenant declares to have received them as annexes to the Rental Agreement.
- (2) Written declarations of intention of the Landlord to the Tenant shall be deemed to have been received if they have been posted in the Tenant's mailbox in the residential complex.
- (3) Should individual provisions of the Rental Agreement be invalid, the other provisions shall remain valid. A substitute provision for the achievement of the same economic or statutory result shall be deemed to have been agreed to the extent permitted by law.
- (4) Due to the administrative execution of the application for admission for an apartment in the student residential complex and due to the Rental Agreement, electronic processing of personal data is necessary.
- (5) Further agreements shall only be valid in written form and have to be signed by the Landlord and the Tenant.
- (6) Place of jurisdiction shall be Regensburg [Germany].
- (7) The Tenant confirms knowledge of the energy certificate of the residential complex before conclusion of the agreement.
- (8) The Tenant undertakes to familiarize himself/herself with the escape routes designated for the event of fire immediately after his/her moving in.
- (9) As far as it is necessary to adjust these provisions, the Landlord shall inform the Tenant in electronic form and by means of a notice. Unless the Tenant disagrees in writing within six weeks, consent shall be deemed to have been given.

\_\_\_\_\_

Tenant:

Regensburg, \_\_\_\_\_

Landlord:

**Studentenwerk Niederbayern/Oberpfalz**

\_\_\_\_\_

\_\_\_\_\_

## **Annex 1: List of Operating Costs pursuant to section 27 II<sup>nd</sup> German Ordinance on Housing Calculations (Verordnung über wohnungswirtschaftliche Berechnungen, BV) or sections 1, 2 German Ordinance on Operating Costs (Betriebskostenverordnung, BetrKV)**

1. running public charges for the property
2. costs of water supply
3. costs for dewatering
4. costs
  - a. of operating the central heating system including the exhaust system
  - b. of operating the central fuel supply system
  - c. of independent commercial delivery of heat
  - d. of cleaning and maintenance of floor heating systems and single-source gas central heating systems
5. costs
  - a. of operating the central water supply center
  - b. of independent commercial delivery of hot water
  - c. of cleaning and maintenance of hot water devices
6. costs of related heating and hot water supply centers
7. costs of operating the machine passenger and freight elevator
8. costs of street cleaning and garbage collection
9. costs of house cleaning and pest control
10. costs of garden care
11. costs of lighting
12. costs of chimney sweeping
13. costs of property and liability insurance
14. costs for the caretaker
15. costs
  - a. of operating the joint antenna system
  - b. of operating the distributor system connected to the broadband cable network
16. costs of operating the machine washing device
17. other operating costs
  - a. energy costs
  - b. costs for garbage chute, systems for the recording of waste amounts
  - c. costs for facilities regarding machine garbage disposal, garbage squeezers, garbage extraction units
  - d. costs for the cleaning of roof gutters
  - e. costs for maintenance and filling of fire extinguishers
  - f. costs for control and inspection of conductor systems
  - g. costs for the operation of the joint telephone systems
  - h. costs for broadcasting, television and GEMA fees  
(NOTE: This does not apply to the individual obligations regarding the payment of fees)
  - i. costs for the operation of oil stoves
  - j. costs for the cleaning and maintenance of oil tanks
  - k. cost for the operation of fire detection systems
  - l. costs for the internet access

## **Annex 2: House Rules**

### **1. Quiet**

Living together with other students requires mutual consideration. In this context, it is important to note that requirements for the acceptance of the tenants with regard to noise disturbance of co-tenants are not higher in a student residential complex. Therefore, all tenants have to refrain from disrupting the living together. It is in particular important to respect rest periods. From 10 p.m. to 6 a.m. it has to be quiet in the apartments and in the rooms for joint use (e.g. shared kitchen etc.). Unavoidable noise pollution is to be limited to a minimum. Unavoidable noise disturbances (e.g. loud slamming of doors, noisy climbing of stairs, clattering around etc.) are forbidden. Outside nighttime peace, room volume is also in principle to be observed. The Tenant is responsible for the behavior of his/her guests.

### **2. Cleanliness, waste, vermin**

The tenants have to take care for order and cleanliness in their apartments and in all rooms for joint use. In some residential complexes, vacuum cleaners may be borrowed from the caretaker.

Each kitchen community has to ensure that all refrigerators are regularly cleaned and that leftovers are thrown away. Existing freezers have to be defrosted regularly (at least once before semester break).

Waste is to be avoided as far as possible. Any waste incurred, separated recyclables and organic waste, if any, are to be disposed of at regular short intervals. Specially marked garbage bins are provided for garbage disposal in each residential complex. Open food is to be kept in lockable boxes if possible as open leftovers may attract vermin. In case of vermin, the caretaker is to be informed immediately.

In case of neglected kitchens that are not cleaned up even after the caretaker's request, the kitchen community alone bears the costs of a basic cleaning.

Tenants are not allowed to keep pets.

### **3. Measures against special risks**

In case of rain, windows, in particular on the weather side, have to be closed. Furthermore, the Tenant has to take care that when using the sanitary facilities, water damage does not occur.

If there is the risk of frost, respective measures (closing of windows, heating of rooms, if necessary) have to be taken which avoid the freezing of water pipes, heaters, heating pipes and the like. The same also applies if the rented property is temporarily not used during the cold season.

In the common interest, necessary energy efficiency measures have, however, to be observed; please find details in our info sheet "Tips to save energy".

In case of a longer absence (more than one week), the tenant has to ensure that the water does not stagnate in the pipes (shower, kitchen etc.) of the apartment and that he/she keeps it running for at least one minute before the next use as in case of stagnating water, bacteria (e.g. legionella) may form.

In case of fire, the fire department, the caretaker and the Studentenwerk Niederbayern/Oberpfalz is immediately to be informed; please find details in Annex 3 - Fire Safety Regulations. In the complete residential complex, it is prohibited to store gas and other highly flammable and explosive materials (e.g. methylated spirit, gas bottles etc.).

### **4. Electrical devices, antennas, installations**

Electrical devices may in principle only be set up if they are in proper condition as far as safety regulations are concerned and if they are approved in Germany (CE marking, GS symbol etc.) and show the name and the apartment number of the owner. The landlord is entitled to remove electrical devices not showing the name.

The usage of electrical devices such as hot plates, water boiler, toaster and the like is only allowed in the shared kitchens or apartment kitchens on a fireproof pad. The operation of deep fryers is prohibited for reasons of safety (increased risk of fire!).

Additional refrigerators and freezers as well as washing machines and dryers may only be set up and used after prior agreement of Studentenwerk Niederbayern/Oberpfalz.

Radios and televisions have to be registered by the owner (tenant) with the Beitragsservice (formerly GEZ), see Annex 1 Operating Costs no. 17 h).

The installation of antennas, in particular of satellite receivers, radio antennas or the like, is prohibited.

Structural modifications by the tenant, in particular reconstruction and fittings, installations and the drilling of holes, are prohibited.

### **5. Hallways, corridors, staircases**

It is not allowed to shelter, park or store objects of all kind such as bicycles, clotheshorses, boxes, garbage bags etc. in hallways, staircases and corridors for common use. They have to be kept free as escape and emergency routes at any time!

Posters, images, stickers etc. may in principle not be attached to the walls of the hallways, corridors and staircases. It is furthermore prohibited to display flyers and advertising.

### **6. Balcony, loggia, terrace**

The soil drainage of the flooring is at any time to be kept clear of blockages.

Barbecue on balconies and roof terraces as well as open fire (e.g. party torches etc.) are prohibited without exception!

It is prohibited to park bicycles on the balconies as the wall paint is damaged if bicycles are carried in staircases and hallways.

### **7. Vehicles**

It is prohibited to drive on the residential complex with vehicles of all kind, in particular bicycles and inline skates.

It is prohibited to wash and repair vehicles on all properties of Studentenwerk Niederbayern/Oberpfalz.  
Motor vehicles may only be parked at designated locations.

#### **8. Washing and drying rooms**

Washing time is from 7 a.m. to 10 p.m.. The landlord does not assume liability for thefts or damage to laundry in the washing and drying rooms. Furthermore, the landlord does not assume liability for defective washing machines and dryers. The special rooms – if provided – are to be used for washing, drying and ironing. The use of the washing machines and dryers provided by the Studentenwerk by third parties that are not tenants of the residential complex is prohibited.

#### **9. Bicycles**

In accordance with the landlord, bicycles have to be marked as still in use in order to be able to dispose of abandoned bicycles or bicycles that are only fit for scrap whereby disposal is subject to a fee. The way of marking is announced by the landlord once per semester.

#### **10. Smoking**

Pursuant to article 2 no. 5 of the German Law on the Protection of Health (Gesetz zum Schutz der Gesundheit, GSG), smoking is prohibited in all common rooms / areas and apartments of the residential complex.

#### **11. Miscellaneous**

All facilities of the apartments and of the joint complexes have to be treated carefully. Furnishings must not be switched between the individual rooms. Furnishings (e.g. sofas, armchairs etc.) may only be placed in common rooms (e.g. shared kitchens, recreation rooms etc.) in accordance with the caretaker.

The landlord is to be immediately informed about any loss of house keys and keys for parking spaces.

For each apartment, a duvet and a pillow with corresponding linen (only handed out upon request) are available and the tenant is responsible for their cleanliness. If the tenant moves out, the cleaning costs or in case of loss or damage the purchase price pursuant to the currently applicable settlement list of Studentenwerk is deducted from the rent security deposit (coll. deposit).

#### **12. Domiciliary right**

The domiciliary right in the facilities of the Studentenwerk is exercised by the management of the Studentenwerk or its authorized representatives.

The right to impose a house ban (= ban on entering the residential complex in the future) is the responsibility of the management.

The right to impose a reprimand (= banishment of a visitor from the residential complex) is transferred by the management to the caretaker of the respective student residential complex as well as to Fachbereichsleitung Studentisches Wohnen and Stabsstellenleitung Bauwesen/Technik.

The instructions and orders of these persons must be obeyed.



## Annex 3: Fire Safety Regulations

### **Keep calm, do not panic!**

Avoid fear or panic in order to not cause any wrong flight reactions. Anxious persons have to be calmed and instructed as to quickly leave the dangerous place.

### **Report fire!**

Trigger the house alarm and call the fire department (smash the detector or phone 112). Place, type and extent of fire and number of people in danger must be specified. Wait for fire department and instruct!

### **Warn roommates!**

Not all roommates notice the outbreak of the fire or know the signal tones. The fire alarm is a long-lasting signal tone!

### **The rescue of human life has priority over firefighting!**

Disabled people, visitors not familiar with the building should be looked after more careful. People with burning clothes should be prevented from running away. Wrap them in blankets, coats or jackets and roll them on the floor in order to smother the fire. If this is not possible, use fire extinguishers. Do not spray extinguishing agents to the face!

### **Close doors and windows!**

Avoid draught and that other areas not yet affected are filled with smoke! Press flues!

### **Stoop!**

Smoke and heat go upwards and endanger breathing and consciousness. Stooping increases the chances to remain conscious and to leave the building. In case of increased smoke on the floor crawl while escaping.

### **Immediately leave dangerous zones!**

Immediately leave dangerous zones via stairwells as well as via marked **escape and emergency routes**. Orderly and disciplined behavior is decisive. Help others, e.g. disabled people. Follow information signs marking the next exit and escape route.

### **Go to the collection point!**

Register at the collection point.

### **Do not use the elevators!**

Fire may put elevator installations out of operation. If people are then in them, they are trapped in the burning building. Therefore, only use marked escape and emergency routes.

### **Implement defined measures according to the Fire Safety Regulations!**

Attempt to extinguish the fire with fire extinguishers or wall hydrants in case the fire is just developing and in case firefighting is possible without an increased risk of endangering yourself. Follow operating instructions of the extinguishing devices! If the attempt to extinguish the fire is unsuccessful or in case of larger fire, get into safety.

### **Fire drills**

If required, the landlord may exercise a fire drill in the student residential complex. The tenants will be informed in good time in order to enable them to participate.

### **Important phone numbers**

Police 110              Fire department 112

On-call duty of the Studentenwerk Niederbayern/Oberpfalz  
in Regensburg in case of fire: (+49) 151 62962661

## Annex 4a: Use of the Internet

The residential complexes of Studentenwerk Niederbayern/Oberpfalz are provided with internet and TV by external providers. The general Terms of Use are enclosed to the Rental Agreement as Annex 4 b for the respective university location. Upon conclusion of the Rental Agreement, you acknowledge the Terms of Use in the current version.

## Annex 4b: Terms of Use Internet Access

Studentenwerk Niederbayern/Oberpfalz as the owner of the apartments has instructed the company XY with the property's provision of internet. By using the internet access (use of the provided access data), the owner of the apartments/tenants („Users“) commit to XY to comply with the following terms of use.

1. The User is not entitled to connect technical equipment to the internet access the operation of which is not allowed in Germany, which is not properly configured or which may impair the pipeline network of XY.
2. The User is not entitled to allow third parties to use the internet access. Persons living with the User in the User's household as well as guests are excluded. The User is not allowed to disclose his/her access data to third parties, unless they are entitled to use the internet access.
3. A longer-term permit to use the internet access to third parties such as subtenants is only permitted with the consent of the owner of the apartments. The setup of a public WLAN hotspot is prohibited.
4. The User is obliged to keep hardware and software in his/her sphere up to date and secure and in particular to take appropriate measures in order to prevent the distribution of malicious software or the unauthorized use of the internet access by third parties.
5. The User may only use the internet access for legally permitted purposes. It is not permitted to distribute infringing, youth-endangering or punishable contents, in particular seditious, violence-glorifying or pornographic contents or malicious software via the internet or to enter computer systems or to otherwise endanger the safety of data and computer systems or to provide the internet access to third parties for such purposes.
6. The User is obliged to immediately report any defects to the provided hardware or any disruptions regarding the provision of services. If as a result of late notice greater efforts are necessary to remove the defect or the disruption, the User is insofar not entitled to any claims.

Contact data of the provider for fault reports:  
You receive the contact data of the provider together  
with the original of the Rental Agreement

Fault report online:  
Phone:  
Fax:  
Email:  
Website:

7. If the User uses the internet access to send data, he/she is obliged to keep any efforts for reconstruction or recovery of data at a minimum level by regularly securing his/her data.
8. In case the User uses the internet access improperly, in particular in case he/she uses it to commit an offense or to endanger the safety of data and computer systems, XY may block the internet access until removal of the condition in breach of the agreement.
9. In case of repeated improper use, XY may demand a fee for unblocking or may permanently block the internet access.
10. In order to avoid disturbances of the network, the routers/modems provided by the provider are exclusively to be used. The installation and use of privately purchased routers/modems is prohibited. It is furthermore prohibited to reset the provided routers/modems to factory settings and to reconfigure them afterwards. In case reconfiguration of the router/modem by the company XY should become necessary due to such misconduct, the tenant responsible alone shall bear the costs.
11. Please find information on data protection, in particular on collected and stored user data, at [www.](http://www.) .

## **Annex 5: Withdrawal**

### **Notification regarding withdrawal**

#### **Consumer's right of withdrawal**

You have the right to withdraw from this agreement within fourteen days without having to justify the withdrawal.

The withdrawal period is fourteen days as of the day of the conclusion of the agreement.

In order to exercise your right of withdrawal, you have to inform the Studentenwerk Niederbayern/Oberpfalz, Institution established under Public Law (Anstalt des öffentlichen Rechts), Albertus-Magnus-Straße 4, 93053 Regensburg [Germany], phone 0941 943-2201, fax 0941 943-1937, email [info@stwno.de](mailto:info@stwno.de), by means of a clear statement (e.g. by means of a letter sent by mail, by means of fax or email) about your decision to withdraw from this agreement.

For this purpose, you may use the enclosed sample withdrawal form which is, however, not required.

In order to observe the withdrawal period, it is sufficient if you send the information about the exercise of the right of withdrawal before expiry of the withdrawal period.

#### **Consequences of a withdrawal**

In case you withdraw from this agreement, we have to repay all payments which we have received from you immediately within fourteen days as of the day on which we have received the information about your withdrawal from this agreement at the latest. For this repayment, we use the same payment method you used in case of your original transaction unless it has been expressly agreed with you otherwise; in no case will you be charged for any fees resulting from this repayment.

If you have requested that the services should begin during the withdrawal period, you are obliged to pay us an appropriate amount which corresponds to the proportion of the services rendered until the time when you have informed us about the exercise of the right of withdrawal with regard to this agreement in comparison to the overall volume of the services specified in the agreement.

#### **Note regarding the premature lapse of the right of withdrawal**

Your right of withdrawal prematurely lapses with regard to an agreement upon provision of services if we have provided the services completely and if we have begun with the provision of the services after you have given your explicit consent in this regard and have confirmed at the same time your knowledge that you lose your right of withdrawal in case of complete fulfillment of the agreement by us.

## Withdrawal Form

In case you want to withdraw from the Rental Agreement, please complete this form and return it to:

Studentenwerk Niederbayern/Oberpfalz  
Institution established under Public Law  
(Anstalt des öffentlichen Rechts)  
Fachbereich Studentisches Wohnen  
Albertus-Magnus-Straße 4  
93053 Regensburg [Germany]

**I herewith withdraw from the Rental Agreement concluded by me with regard to the furnished apartment:**

Residential complex: \_\_\_\_\_

Apartment number (complete): \_\_\_\_\_

Date of conclusion of the rental agreement: \_\_\_\_\_

**Name and address of the person withdrawing:**

Name: \_\_\_\_\_

First name: \_\_\_\_\_

Street, house number: \_\_\_\_\_

Postal code, place: \_\_\_\_\_

\_\_\_\_\_  
Place, date, signature

## Annex 6: Form regarding the handover of the apartment

<b>Student residential complex:</b>
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Apartment number:	
Name, first name:	
Beginning of the tenancy:	
Key number:	

	missing	in place	in good condition	identified defects
<b>Apartment</b>				
<b>Furniture</b>				
Coatroom				
Shelves				
Closet				
Bed/bed drawer				
Bedclothes				
Desk				
Desk chair				
Storage container				
<b>Equipment</b>				
Mattress with cover and tick				
Smoke detector				
Curtains				
Internet router				
<b>Kitchen</b>				
Table				
Chairs				

<b>Residential complex-specific</b>				
Refrigerator				
Bed table				
Pigeon net				

<b>Identified defects /complaints in general</b>

The condition of the apartment is acknowledged by the tenant on moving in. The tenant has received a duplicate of the form regarding the handover of the apartment.

Damage or defects which the tenant discovers after he/she has moved in have to be reported to the caretaker responsible in writing by means of the form regarding the handover of the apartment within fourteen days. If there is no notification, the tenant acknowledges the proper condition of the rented property at the time of moving in.

\_\_\_\_\_  
Place, date, signature of the tenant