

TENANCY AGREEMENT
for a guest apartment
in the IBZ (International Meeting Center) "Dohrmannshof"
of the Carl von Ossietzky University Oldenburg
Drögen-Hasen-Weg 64, 26129 Oldenburg, Germany

The Carl von Ossietzky University of Oldenburg, represented by its president, Ammerländer
Heerstraße 114- 118, 26129 Oldenburg,

(landlord)

and

Mrs./ Mr: _____
as well as
her/his spouse _____

previous
place of residence _____
address _____

university _____ (tenant)

enter into the following tenancy agreement ("agreement"):

**§1
Tenant**

Tenant/s with all rights and obligations is/are only those person/s stated above. If more than one person is mentioned above as tenant, then they are jointly and severally liable for all tenant's obligations and landlord's claims against the tenants resulting from this agreement.

Family members who also move into the apartment, but which are no tenants:

The accommodation of additional family members has to be approved in advance by the landlord in writing. The landlord may request documentary proof of the family relationship. Whether an approval is given or not depends on the space conditions. The rental charge rises by 50%.

§2 Rooms and Furnishing

1. The landlord rents to the tenant apartment no. ____ of the IBZ with ____ m² and ____ rooms plus 1 storeroom on the upper floor, 1 kitchenette, 1 shower bath with lavatory.
2. The apartment includes furniture which is listed on an inventory being part of the agreement (appendix no. 1 to this agreement).
3. During the tenancy, the tenant gets the following keys:
 - a) 1 front-door key for each person at/ over the age of 15
(can also be used for the bike-storeroom)
 - b) 1 key for letterbox
 - c) 1 key for storeroom on the upper floor

The loss of a key has to be reported immediately to the IBZ's secretary (room no. 3, tel.- 5100).

The tenant is not allowed to have made substitutional keys. When moving out of the apartment all keys have to be returned. If not done at the day of moving out, the landlord is allowed to charge the tenant for new locks and keys.

4. There is a wash room on the upper floor of the BIZ. The washing machines can be used for a fee of 3,00 Euro per wash which has to be paid in the secretary (room 3)
5. It is not allowed to use the rented rooms for commercial use.
6. Walls that are located outside the rented rooms are not rented. They must not be used for pictures, posters and the like prior to a written approval of the landlord.

§3 Duration of Tenancy and Notice

Rooms are only being rented for temporary use. An apartment can be rented maximally for one year, in exceptional cases it can be rented for another year (at the most):

- 1.) The tenancy under this agreement starts on _____ and ends on _____ at 10 a.m. However, the landlord is willing to accept an earlier termination of this agreement by the tenant if a notice of two months is observed (date of receipt by the landlord).
- 2.) The notice of termination shall be in writing.
- 3.) This agreement can be terminated by any party at any time in case of an important reason. Such an important reason is given if the other party breaches any of its fundamental obligations under this agreement (e.g. not paying/renewing the deposit according to § 7) and the breach of contract is not remedied within 15 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied. **If the agreement is terminated because of an important reason the tenant is responsible for, the tenant is obliged to compensate the landlord for any damage hereof (e.g. loss of rental fees).**

§4 Rental Fee and Operating Costs

1. Rental fee/month without operating costs = € _____

2. The operating costs consist of:

- Flat rate on taxes, insurance, charges = € _____
 - Flat rate on heating, energy, water = € _____
-
- Total (rental fee, operating costs) = € _____

3. Telephone costs will be charged separately to the tenant on the basis of use and the corresponding invoices of landlord's telephone provider (see also § 6).

4. If during the tenancy new public charges/taxes are introduced or existing public charges/taxes or operating costs are altered, the aforementioned flat rates will be amended correspondingly.

§5

Payment of Rental Fee and Operating Costs

1. The rental fee and operating costs have to be paid monthly in advance, at the latest on the third day of a month.
2. In the case of payment delay the landlord is entitled to charge the tenant dunning costs and interest.

§6

Telephone Extension and Telephone Charges

1. There is an extension in every apartment. Calls within the university are free of charge.
2. Telephone bills have to be paid at request: either as deposit at the "Landessparkasse zu Oldenburg", Bloherfelder Straße 129, or paid cash at the guest house- secretary.

§7

Deposit

1. Prior to moving into the apartment, the tenant shall lodge a deposit in the amount of a two months-rental fee for securing landlord's contractual claims against the tenant. The deposit for apartment no. _____ shall be _____ € and shall immediately be renewed by the tenant if tenant lacks to pay the monthly rental fee or the monthly operating costs. The deposit first has to be paid together with the first due house rent.
2. After the end of tenancy, the deposit will be paid back to the tenants after deducting the following amounts:
 - Final cleaning _____ €
(charged twice if there is great soiling)
 - textile-and furniture cleaning (if necessary) _____ €
 - last telephone bill _____ €
 - any outstanding rental fees and operating costs.Any expenses of the landlord for repairs and/or replacements of broken or worn out furniture and things in the apartment will be set off against the deposit.

§8

Current Condition, Use and Treatment of Rented Rooms, Liability

1. The tenant knows about the current condition of the apartment and its furniture. The tenant accepts this condition as free of defects, not worn out and adequate for use according to this agreement. Later objections cannot be taken into consideration.
2. The tenant commits himself/herself to treat the rooms properly, to clean them regularly and to keep and leave them in the condition at the start of the tenancy, fair wear and tear excepted (wear that happens during normal use).
3. The rooms may not be used for a purpose being a breach of this agreement. The tenant must observe the house rules being appendix no. 2 to this agreement.
4. It is not allowed to sublet or leave the rooms to a third party.
5. The tenant is not allowed to keep pets in the rented rooms.
6. It is the tenant's duty to take care of regular aeration and heating in the rented rooms (even if they are not used). The ventilation systems in the bath rooms must be left open at all time.

§9

Prohibition to Set-off

Legal rights of the tenant to set-off against claims of the Landlord for rental fees and operational costs or withhold payments are excluded, except where

- the corresponding claim of the tenant has either been finally judicially determined or recognised by the landlord in writing or
- the tenant claims damages for defects of the apartment or for expenses according to § 539 BGB and has informed the landlord at least one month in advance about the setting-off or withholding and.

§10

Repairs and Refurbishments

The tenant must tolerate repairs and refurbishments by the landlord if they are reasonable and bearable.

§11

Fixtures and Structural Changes by the Tenant

1. The tenant is not allowed to attach a fixture, or make a structural change, or change the furniture in the rented room without the prior written approval of the landlord. Fixtures are generally items permanently attached to the building or the room which are intended to become part of the building or the room (an attachment may include, for example, something glued, nailed or screwed to the wall).
2. If the tenant attaches a fixture, or makes a structural change, without the landlord's approval, she/he will be charged for landlord's expenses of abating such fixtures or changes.

§12

Antenna, Public Rooms

1. The tenant is not allowed to install exterior antenna. The tenant is obliged to keep the master antenna system ready for reception.
2. The house rules (appendix no.2) inform about the use of wash room and recreation room.

§13 Maintenance of Rented Rooms

1. Damages in rented rooms or disfunction of the canalisation system have to be immediately reported to the landlord or his/her representative by the tenant.
2. The tenant must not intentionally, maliciously or negligently damage, or allow someone else to intentionally, maliciously or negligently damage the rented room.
3. The tenant is liable for every damage that is caused by improper use of or neglect of his/her duty to care for the rented room. The tenant is also being held responsible for every damage that is caused intentionally, maliciously or negligently by family members, visitors and suppliers of the tenant.
4. The tenant has to keep the rented rooms free of vermin and bugs.
5. If the tenant leaves the apartment for a long period of time she/he must inform landlord's secretary hereof (room no.3, Tel. -5100).

§14 Landlord's Entering

1. The landlord's representatives are allowed to enter the rented rooms after having made an announcement. In case of danger an announcement is not necessary.
2. Shortly before the end of the tenancy a representative of the landlord is also allowed to enter the rented rooms together with a possible new tenant after having made an announcement.
3. If the tenant leaves the apartment for a long period of time a representative of the landlord is allowed to enter the rented rooms in order to secure their maintenance.

§15 House Rules

The house rules as per appendix no. 1 and any modifications thereof are part of this agreement. They will be hung up in the lower floor of the IBZ. Changes to the enclosed house rules by the landlord are permissible.

§16 Miscellaneous Clauses

1. This agreement including its appendices contains the entire understanding of the parties with respect to the subject matter hereof. All express or implied agreements and understandings, either oral or written, heretofore made are expressly superseded by this agreement.

2. This agreement cannot be amended or modified except by mutual written agreement of the parties hereto. This also applies to an amendment of this form requirement.
3. The validity, construction and performance of this Agreement shall be governed by and construed in accordance with the laws of Germany. Any disputes arising out of or in connection with this Agreement shall come under the exclusive international and local jurisdiction of the courts at Oldenburg, Germany.
4. If one or more provisions of this agreement should be or become void or unenforceable, the remaining provisions of the agreement shall stay in full force and effect. Any invalid or unenforceable provision shall be replaced by a provision which best meets the purpose of the replaced provision; the same applies in case of an omission.

Oldenburg, _____
(Date)

Landlord

Tenant

Spouse

Appendices:

Appendix no. 1: inventory of furniture

Appendix no. 2: house rules