

**Only the German version is legally binding.  
The German version is authoritative and shall apply to any disputes  
arising from this contract.**

Sample

4. The Landlord is currently in charge of managing the residence facilities at the university/college locations in Munich, Garching, Freising and Rosenheim in order to meet the requirements of economic assistance and social support defined in the Bavarian University and College Act (Bayerisches Hochschulgesetz).
- 4.1 The leased living accommodations are therefore provided exclusively as accommodation for persons who meet the following requirements:
  - a) Acceptance or matriculation at a university/college under the area of responsibility of Studentenwerk München;
  - b) The monthly income may not exceed the BAföG [Federal Training Assistance Act] maximum rate by more than 10%;
  - c) The student's parents do not live in the commuter belt of the Munich public transport association (Münchner Verkehrs- und Tarifverbund [MVV]), with the exception of student housing in Rosenheim, partly in Freising, as well as hardship cases;

**Upon signing this Tenancy Agreement, the Tenant explicitly confirms that the Tenant meets the aforementioned requirements.**

- 4.2 The enrollment certificate is to be handed the Landlord on one's own accord during the running lease agreement before the date of the 1<sup>st</sup> November for the winter semester, or 1<sup>st</sup> May for the summer semester.
- 4.3 The Tenant is herewith informed that the Tenant is not permitted to allow double or multiple-occupancy in the single dorm rooms, as it would lead to over-occupancy of the housing area. Should the Tenant wish to include a spouse/partner or minors in the living accommodation, the Tenant may file an application for an accordingly larger living accommodation with the Landlord.
- 4.4 The Tenant has the right to use the kitchen assigned to his housing area. Cooking utensils and supplies are to be stored in their personal storage area within the kitchen, so far as it would have been assigned. The Tenant is committed to make sure the kitchen is in a clean and tidy state at all times in order to ensure that other Tenants may use it. The Landlord has the same access to the kitchen as to all other communal areas in order to conduct inspections. The Landlord may also allow cleaning personnel to enter the kitchen, as well as to remove any utensils left around violating Sentence 2 of this Clause 4.4. The Landlord may also enter the kitchen when a Tenant is moving in or out of the residence.
5. The Tenant may use the common rooms in accordance with the intended purpose of said rooms.

In addition, the Tenant is entitled to use the laundry and drying rooms in accordance with the Residence Facility's Rules of Conduct (**ANNEX 1**).

For the rest please refer to Section 6 "Use of Leased Premises".

6. Upon moving in, the Tenant will be given two house keys, if applicable a letter box key, and additional keys in some object-related cases. The Tenant is obligated to hand in all received keys at the end of the lease agreement. New keys can only be made by request of the Landlord. The Tenant may not have any unauthorized additional keys made. The use of personal locks or key cylinders is not permitted.

## **Section 2 Term of the Tenancy Agreement / Extraordinary Termination**

1. The leased living accommodation is located in a student accommodation. Therefore, this Tenancy Agreement has been concluded for a specific period of time pursuant to Section 549 (3) BGB [German Civil Code]. During the fixed term of the lease, a contractual notice of termination with notice is not admissible for the Landlord or the Tenant.

However, the Tenant does have the right to give three months notice of termination of the lease to the 30<sup>th</sup> of September of the respective year ("Special Right of Termination").

Due to § 568 Abs. 1 BGB the notice of termination of the lease must be in written form (by letter) to be valid. A scanned signature is no handwritten signing and therefore it is not sufficient.

2. The right to an extraordinary termination without notice for an important reason shall remain unaffected by the aforementioned Item 1. The statutory provisions shall apply in this case.

The Landlord reminds all Tenants that the following examples of contract violation are of importance to the contractual relationship and can in cases lead to a termination of the contract without notice:

- a) the Tenant no longer fulfills the requirements listed in Paragraph 1, Clause 4.1 a-c;
  - b) the Tenant, despite warning, does not provide his enrollment certificate in accordance to Section 1, Item 4.2;
  - c) the Tenant, despite warning, continues to house additional students in the rental object (cf. Section 1, Item 4.3);
  - d) the Tenant hires out the rental object in violation of the contract (cf. Section 6, Item 4);
  - e) the Tenant violates the Rules of Conduct and continues to despite warning;
  - f) the Tenant falls behind on their security despite payments within Section 551 BGB that the sum adds up to the cost of rent for two months (Section 569 Paragraph 2a BGB). Service charges are not calculated into the monthly rental fee in accordance with Sentence 1.
3. Should the Tenant continue to use the leased property after expiration of the term of the lease, the tenancy is not deemed as extended; Section 545 BGB is not applicable.

### Section 3 Rent

1. The rent is due and payable monthly in advance by the eighth workday of the month.
2. The Tenant undertakes to set up a bank or post office account for the duration of the tenancy and to grant the Landlord revocable direct debit authorization to said account in the form of a revocable SEPA direct debit mandate in the amount of the rent due in each case.

The Tenant agrees to submit the SEPA direct debit mandate to the Landlord together with the signed Tenancy Agreement.

3. Should the Tenant receive a warning from the Landlord, he is required to pay EUR 10.00 in liquidated damages. The Tenant has the right to give evidence that there was no or only little damage caused.
4. For a justified reason the monthly rent may be deferred after receipt of a written request. The Landlord must receive the request prior to the due date.
5. The Tenant may only offset the rent with a claim for the Tenancy Agreement or assert a right of retention due to such a claim, if the Tenant has notified the Landlord of the Tenant's intention in text format at least one month before the rent is due. It is exclusively prohibited to offset or to exercise the right of retention due to claims arising outside of the Tenancy Agreement unless the claims are undisputed or recognized by declaratory judgement.
6. The residence in question is publicly-assisted and rent-controlled property. The Landlord has the right to raise the base rental fee in accordance with the legal statutes. This can also be done retroactively.

The respective legally permissible rent has been acknowledged by the Tenant.

### Section 4 Operating Costs

1. Aside from the base rental fee (Section 1, Item 2.1.), the utility costs referred to in Section 2, Item 1 to 16 of the German Regulation on Operating Costs [*BetrKV*], 25 November 2003 (= Ordinance pursuant to Section 556 Paragraph 1 BGB in conjunction with Section 19 Paragraph 2 Housing Subsidy Law). The version of the *BetrKV* applicable at the time the contract was concluded will be found added as **ANNEX 2**.

In addition the Landlord is entitled to pass on other service charges within the meaning of Section 2, Item 17 *BetrKV* to the Tenant as follows:

- any costs attributed to required surveillance of the student residence for the safety and security of the students;

- costs of insurance for inventory;
- the stand-by flat-rate for the installation, cleaning, care, servicing and maintenance (e.g. rent) of the data communications equipment as well as (internal and external) data communications network, if available;
- costs of the trainer lump sum (for support activities) of the house spokespersons, who represent student interests in the student residence;
- costs of the trainer lump sum (for support activities) for the work of committees in the student residences of the Olympic Village, insofar that the rental agreement applies to a residence in this area;
- costs for supplies and consumables such as e.g. light bulbs, road salt, fuels, toilet paper, paper towel dispensers, salts for dosing systems, etc.;
- electricity costs in the student residence; these are costs for electricity provided to the building, elevators, and communal antennas and data communications systems as well as electricity used in the individual dorm rooms of the student residence. The electricity costs will be shown in one position on the annual statement of operating costs since the student residence does not have separate meters available; Section 2, Item 15 and 16 *BetrKV* shall be modified to reflect this;
- for Tenants of shared flats (three or more people) the costs for cleaning of the communal kitchens, shared bathrooms and other shared areas. This refers to cleaning services done by an external company ordered by the Landlord, which are carried out in addition to the responsibilities of the Tenant which arises from § 5.1 Residence Rules of Conduct;
- costs for cleaning after the Tenant has moved out for any cleaning done by an outside firm;
- costs for operation, cleaning and maintenance (regular inspection of the proper functioning and safety including adjustment by a technician)
  - of all HVACR and mechanical installations (such as heating and air conditioning),
  - of elevators (incl. emergency call system),
  - of the underground parking garages including the underground garage technology, if applicable,
  - of the lightning protection system,
  - of the smoke alarm,
  - of the drinking water examinations (e.g. for legionella bacteria),
  - of the gutters and other roof drainage systems,
  - of the fire extinguishers (incl. public inspection certificates) as well as fire- and safety-related installations. This includes, e.g. alarm and fire alarm systems with secondary installations, sprinkler systems, smoke and exhaust systems, hydrants,
  - of windows and facade elements,
  - of the ladders used in the residences, as well as
  - of the personal protective gear used in the residence facility.

Pursuant to Section 1 Paragraph 2 *BetrKV* the Landlord is entitled to carry out individual services himself. For said work the Landlord may estimate the costs of the equivalent service provided by a third party, in particular by a contractor, but without sales tax.

The Landlord is entitled to distribute service charges arising during the lease period to the Tenant that can be allocated to one of the cost types pursuant to Section 2 Paragraph 1 to 16 *BetrKV*.

2. The Tenant shall render an appropriate monthly advance payment for operating costs (see Section 1, Item 2.2).
3. The Landlord has the right to implement an assessment scale for utility costs according to his reasonable discretion. The statement must be handed to the Tenant during the running accounting period and will come into effect upon the beginning of the following accounting period. The assessment scale for utilities is – if not differently ruled or prescribed by the law – the relation of the living area to all rooms of the building.

If smaller individual areas in individual student residences are also used for commercial purposes, the operating and ancillary costs that have accrued exclusively for the commercial enterprise shall only be charged to that enterprise. In this case, the property tax will be allocated in accordance with the percentage of the proportionally assessed value stipulated by the tax office.

4. A final invoice will be sent for the advance payments on a yearly basis in accordance with statutory guidelines. The Landlord shall determine the billing period. Should a reading of the heat and hot water consumption not be possible at the end of the billing year, the period for the heating bill may deviate from the billing period of the other operating costs.

In the event the Tenant moves out of the living accommodation during the billing period, neither an interim reading nor an interim bill will be conducted or prepared.

The annual invoice must include: An orderly list of all costs, the calculation of the Tenant's portion stating and explaining the assessment basis and the statement of the amount of actual advance payments and the amount still due or the amount to be credited.

In accordance with statutory provisions and in compliance of the notification period and form of notification required therefore, either party may demand an adjustment of the advance payment for the future.

Should the lease agreement end in the year in which the Landlord hands over the rental object to the Landlord on his part, both parties will now agree that the service charges are only applied to the time frame in which the tenant used the rental object within the accounting period in question. The settlement of this shortened accounting period is to be done in the calendar year following its conclusion. Corrections to the settlement can be made up until this time, should it have occurred beforehand.

## **Section 5 Lease Deposit**

No interest shall be paid on the lease deposit to be paid by the Tenant pursuant to Section 1, Item 3 (cf. Section 551 Paragraph 3, Item 5 BGB). The Tenant may not offset the deposit with claims asserted by the Landlord during the term of the tenancy. After the leased premises have been surrendered, the Landlord must determine the amount of his claims from the Tenancy Agreement and inform the Tenant accordingly. The Landlord shall have a term of 6 months to review his claims with regard to settling the lease deposit. The Landlord is entitled to retain an appropriate amount from the lease deposit to cover expected additional charges from the utilities bill (cf. Section 4, Item 4).

## **Section 6 Use of Leased Premises**

1. The Tenant may only use the leased premises for the contractually stipulated purposes. The Tenant undertakes to treat the dorm room and communal facilities with respect and due care. The Tenant must ensure that the leased object is properly cleaned, maintained, aired and heated. Floors are to be professionally cleaned and cared for.

In the event of an absence of longer than four weeks, the Tenant is under obligation to make sure that he or a person appointed to do so allows hot water to run for five minutes in all fittings located in the leased property to prevent the formation of legionella bacteria.

2. The Residence Rules of Conduct, attached to this Tenancy Agreement as **ANNEX 1**, are to be observed.
3. Smoking is not permitted in the communal facilities and installations of the student residence (such as communal kitchens and bathrooms, hallways, stairwells, cellars, attics, garages, etc.). The Tenant shall be allowed to smoke in the leased area used exclusively by the Tenant within the framework of the contractual use.

Smoking is also prohibited in the rooms - communal or exclusively used by the Tenant which are located directly above childcare facilities.

4. The right to sublease or other forms of a part- or complete transfer of the rental object can only be granted by the Landlord in writing. The right to sublease must be applied for in writing and can only be granted for a limited time. The Tenant may not acquire a profit from this. The Landlord can deny the Tenant's right to sublease for an important reason, or revoke it at any time. The Tenant must state the name of his Subtenant and provide a statement that the Subtenant fulfills the requirements of Section 1, Item 4.1 a-c in this contract, as well as any data to help evaluate their reliability and credit rating. The Tenant must also state a reason for the subleasing. See Section 2, Items 2 c) and d) referred to.

For granting the permission, the Tenant must inform the Landlord of the name of the subtenant and disclose the data required for assessing reliability and creditworthiness. Furthermore, the Tenant must present the reasons for subletting the premises. Reference is made to Section 2, Items 2 c) and 2d).

5. House pets are not permitted unless they are small animals (such as ornamental fish, cagebirds, hamsters, etc.) or the Tenant has a justified interest in having the animal (e.g. guide dog). However the Tenant is

entitled to obtain prior consent from the Landlord for keeping a house pet that does not fall under the exception. This approval may be refused or revoked if other residents or neighbours are disturbed by the animal(s) or interference with the Tenants or property is to be feared.

6. The Tenant is not entitled to install household appliances (washing machines, dryers, refrigerators and freezers, etc.); the Landlord shall make a sufficient number of said appliances available. Small appliances such as toasters, coffee machines etc., may be installed and used.

The installation of one's own oil, gas and electric heating systems, air conditioner and dishwashers as well as the storage of hazardous materials is subject to prior written consent from the Landlord.

7. The leased premises are equipped with fixtures and furniture. These may not be switched between the rooms or otherwise removed permanently. The furniture may be removed from the room and stored elsewhere during the lease period, but must be returned to the room again upon surrender. Refer to Section 11.
8. Without prior approval by the property management, the walls may not be wallpapered or painted. The approval to do so does not release the Tenant from the Tenant's obligation to return the leased property to its original condition, unless the Landlord has explicitly waived said obligation.
9. It is not permitted to mount awnings, outside blinds or flower boxes/flower pots except the latter directly in front of the window.

### **Section 7 Structural Modifications**

1. The Tenant must tolerate measures taken by the Landlord that are necessary or appropriate for maintaining the building, the leased premises or for the prevention of hazards. The Tenant must make the rooms in question accessible and may not impede the execution of work to be carried out.
2. The Tenant may not without the Landlord's written consent make any structural or other changes within the rented premises or to the installations or equipment located in the rooms which exceed the contractual use of the leased premises.
3. The Landlord states explicitly that the housing objects of the student union – especially due to the age of certain housing objects – are constantly subject to construction and restoration measures. For this reason, certain drawbacks may occur. The Tenant has no claim concerning these drawbacks.

The Landlord also reserves the right to relocate students into other student residences in the case of construction or restoration of their rental object, as far as necessary. Should this occur, all Tenants will be notified per e-mail in advance.

### **Section 8 Repairs and Liability**

1. The Tenant must report any damage in the leased premises immediately to the Landlord. The former shall waive any reimbursement for expenses incurred for repairs carried out without having requested remedial action from the Landlord within an appropriate period of time, except in the instance of imminent danger.
2. The Tenant shall be liable for damages for which the Tenant, the Tenant's family members, visitors, subtenants as well as laborers and suppliers contracted by the Tenant are guilty of causing. It shall be incumbent upon the Tenant to prove that there was no culpable behavior. The Tenant's liability shall not apply if the cause of the damage was not placed in the Tenant's area of risk.

The Tenant shall also be liable for damages caused by negligence with water, gas or electric lights and power lines, lavatory and heating systems, by leaving doors open or failing to carry out other duties incumbent upon the Tenant (lighting etc.), particularly if technical systems or other installations are improperly handled, the surrendered premises are insufficiently ventilated, heated or protected against frost.

3. The liability regardless of negligence or fault on the part of the Landlord for material defects that were present at the time the agreement was executed (guarantee liability) shall be excluded herefrom, Section 536a Paragraph 1 BGB shall not apply in this respect.

### **Section 9 Access and Inspection of the Leased Premises by the Landlord**

1. The Landlord may enter the leased premises in case of imminent danger in order to determine the necessity of indoor work that cannot be delayed or in the case of imminent danger to check the condition of the leased premises.
2. After advance notice with a sufficient interval the Landlord is entitled to inspect the leased premises at least once a semester in order to determine the general condition and/or to take water samples required pursuant to water quality regulations or ordered by a public or government agency.

### **Section 10 Transfer of Agreement**

1. Should the object be sold, the Landlord is entitled to transfer this agreement to the buyer even prior to the transfer of title in the register. As of today the Tenant shall agree to such a transfer of the agreement and shall release the Landlord from all obligations that the buyer assumes.
2. Section 566 Paragraph 2 BGB is explicitly waived, e.g. the Landlord shall not be held liable even then as a guarantor if a buyer does not fulfill his obligations vis-à-vis the Tenant.

### **Section 11 Termination of the Rental Relationship**

1. Upon termination of the Tenancy Agreement the Tenant must surrender the living space on the last workday (Monday to Friday) between 8 a.m. and 10 a.m. before the agreement expires. The leased premises are to be completely vacated and thoroughly cleaned. The Tenant shall be liable for all damage arising for the Landlord, a legal successor or the next tenant through non-compliance with this obligation.
2. In order to receive public benefits, the Landlord is obligated to seamlessly rent out the apartment. This means that the transfer of a room must occur within the time frame of 24 hours. With this in mind, both parties agree that the Landlord may demand compensation without fixed deadline in the case of a violation of duties in Clause 1.
3. If the Tenant fails to return the keys by the time stated in Sentence 1, he is required to pay a fee of EUR 150.00 for a new key cylinder.

## **Section 12 General Provisions**

### **1. Storage of Tenant Data**

The Tenant shall agree to the storage of disclosure of personal data insofar as this is required for the administration of the object and the execution of this agreement.

### **2. Several Persons as Tenant (refers only to “Couple Apartments”)**

Declarations of intent concerning the Tenancy Agreement must be submitted by or vis-à-vis all Tenants. Several persons as Tenant shall provide reciprocal, always revocable authorization for giving the receiving such declarations. This power of attorney shall not apply for consent to a demand for increase in rent, for giving notice of termination, for requesting an extension of the Tenancy Agreement or for tenancy termination or amendment agreements.

### **3. Severability Clause**

Should certain articles or clauses of this contract become reviewable or invalid, it will not affect the validity of the rest of the contract. In this case the parties undertake to conclude an agreement with regard to the invalid portion that in a legally permissible manner comes closest to what the contractual parties would have agreed if they had known about the invalidity. The same shall apply in the event that this agreement should contain a loophole.

### **4. Applicable Law**

Unless stipulated to the contrary in this agreement, the statutory provisions shall apply.

### **5. Communication via E-Mail**

The communication between the Tenant and Landlord mainly takes place via e-mail, unless otherwise stated or agreed upon by law or contract. The Landlord communicates with the Tenant via the well-known e-mail address provided by the Tenant.

The Tenant is obliged to maintain reachable via e-mail. The Tenant especially has to take care that e-mails will not be prevented from arriving or being read through overfilling mailboxes or allocations to the spam folder etc. If there is a change in the e-mail address the Tenant has to inform the Landlord immediately.

### **6. Broadcasting Contribution**

In Germany, every household owner or Tenant is required by law to pay a Broadcasting Contribution (Rundfunkbeitrag) for their residence. The Landlord would like to indicate that all liable Tenants are to transfer their Broadcasting Contribution directly to the fee collection service (Beitragservice) of ARD, ZDF and Deutschlandradio.

## **Section 13 Dispute settlement proceedings**

In accordance with the statute for consumer dispute settlement (Verbraucherstreitbeilegungsgesetz VSBG), the Landlord would like to refer to §§ 36, 37 VSBG to indicate the following:

The Landlord is neither obligated nor prepared to participate in any dispute settlement proceedings before a consumer arbitration service (in accordance with the VSBG). The VSBG however still requires the Landlord to refer the Tenant to an authorized consumer arbitration service:

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

**Section 14  
Annexes**

The Tenant is aware of the content of annexes 1 to 4. The annexes or rather the content of the annexes are a substantial element of the Tenancy Agreement. The Tenant commits to obey the "User Agreement for the Data Network" (annex 3). The Tenant takes cognizance of the "Airing and Heating Pamphlet" (annex 4) and will follow the recommendations.

The following annexes are attached to this Tenancy Agreement:

- Annex 1: Residence Rules of Conduct
- Annex 2: German Regulation on Operating Costs dated 25 November 2003
- Annex 3: User Agreement for the Data Network
- Annex 4: Airing and Heating Pamphlet
- \*) Annex: Supplement Agreement for Shared Flats with two/three Rooms
- \*) Annex: Supplemental Agreement for Apartments for the Disabled
- \*) Annex: Supplement Agreement for Caregivers (24-hour-care) of Needy Students
- \*) Annex: Supplement Agreement for Limited Applicability of the Occupancy Guidelines
- \*) Annex: Supplement Agreement for Single Apartment
- \*) Annex: \*\*).....

\*) Please check the relevant box

\*\*) Please fill out

Agreements concerning the Tenancy Agreements deviating from the Residence Rules of Conduct shall take priority over the Residence Rules of Conduct.

**FOR THE LANDLORD:**

**FOR THE TENANT:**

\_\_\_\_\_

\_\_\_\_\_

XX  
XX

XX  
XX

\_\_\_\_\_  
(Studentenwerk München)

\_\_\_\_\_  
(Tenant)

**RESIDENCE RULES OF CONDUCT**  
**for the student residency halls of the STUDENTENWERK MÜNCHEN**

The Studentenwerk München wants to offer its residents the opportunity to live comfortably and to study in quiet surroundings. When many people live together in comparably close quarters, certain rules must be complied with and special consideration given to co-residents as well as residents of the neighbourhood. Therefore, we ask that you carefully observe and diligently comply with the following Residence Rules of Conduct. Every Tenant must ensure that even his/her guest comply with the rules and regulations set forth therein.

**1. Disorderly Conduct**

- 1.1 In the student residency complex, in the dormitories and in the rooms, disruptive noise is to be avoided. Statutory and official provisions notwithstanding, disruptive interior works and disruptive activities are not permitted between the hours 12 p.m. and 2 p.m. and between 6 p.m. and 8 a.m. Said work and activities are always prohibited on Sundays and holidays.
- 1.2 Special care is to be taken to maintain peace and quiet between the hours of 10 p.m. and 7 a.m.
- 1.3 TVs, radios and other sound systems are to be kept at room noise level. The playing of musical instruments is only permitted at room noise level and only between the hours of 8 a.m. and 10 p.m.

**2. Keys**

New apartment keys may only be made by the Landlord. The Tenant may not have additional keys made at the Tenant's own discretion. It is not permitted to install personal locks or lock cylinders/tumblers.

**3. Storing Objects**

- 3.1 The hallways, arcades and stairwells are to be kept clear of any objects (emergency escape routes). These may be removed without notice requesting removal by the Studentenwerk München. The owner shall bear the costs for removal and possible storage, and as the case may be the risk of damage unless the performing agent is liable for willful intent or gross negligence.  
The same shall apply for posters, pictures and other wall decorations that are affixed outside of the personal dorm room walls without the Landlord's approval.
- 3.2 Motor vehicles, mopeds and bicycles may only be parked in the spaces provided for them.  
Motor vehicles, mopeds and bicycles may only be driven or ridden outdoors in the student residences on the roads and paths specified for such purposes.  
Non-operational or unregistered vehicles may not be left in the area of the student residency complex.  
Vehicles parked outside of the marked parking spaces may be towed and stored after 9 a.m. at the vehicle owner's expense. This shall apply for all vehicles belonging to Tenants and guests alike.

**4. Waste Disposal**

Household waste may only be deposited in the waste containers provided. The official provisions are to be observed for the removal of special, hazardous or toxic waste, in particular bulky items. The Tenant must dispose of special, hazardous or toxic waste at the Tenant's own expense, or have someone dispose of said waste.

**5. Cleaning Duties**

- 5.1 The necessary cleaning of the communal kitchens and sanitary facilities shall be incumbent on the Tenants on a rotational basis scheduled amongst themselves. This also includes preventing the introduction and the spreading of pests/vermin.
- 5.2 Refrigerators and freezers must be de-iced on a monthly basis in order to prevent damage and high energy consumption.
- 5.3 Balconies and terraces are to be kept free of snow and dirt. With the exception of balcony furniture, no furniture from the Landlord may be stored, nor may other fixtures or waste be stored on the balconies and terraces.

## **6. Use of the Exclusively Rented Leased Premises**

- 6.1 Without prior approval by the property management, the walls may not be wallpapered or painted. The approval to do so does not release the Tenant from the Tenant's obligation to return the leased property to its original condition, unless the Landlord has explicitly waived said obligation.
- 6.2 It is not permitted to mount awnings, outside blinds or flower boxes/flower pots except the latter directly in front of the window.
- 6.3 It is not permitted to affix hooks, screws, nails, adhesives or the like to fixtures and only on the walls in such a manner that does not create any permanent damage.
- 6.4 In order to save energy it is recommended that the required room ventilation be limited to the necessary time during the heating period. The Tenant shall be held responsible for frost damage caused by open windows as well as for mold damage caused by incorrect ventilation/heating.

## **7. Use of Communal Rooms**

- 7.1 Only empty containers may be stored in the storage rooms. These are to be marked with the owner's name. The Landlord shall not assume any liability for stored items. It is forbidden to introduce/store flammable, highly corrosive or perishable materials.
- 7.2 In the interest of the next tenant, it is recommended that sanitary cells and refrigerators be cleaned regularly with a gentle non-abrasive cleanser, lime scale is to be avoided by drying up water residue immediately and the dirty rings in the toilets be removed on a regular basis. The communal surfaces must always be left in a clean condition. The Tenant must take all reasonable measures to prevent the loss, destruction or damage of the leased or communally used rooms and items. In particular this shall include
  - Inaccessibility of the rooms,
  - Careful handling of open flames, embers and electric heat sources,
  - Protecting water pipes against frost, protecting windows and doors from being slammed.
- 7.3 Placing your own furniture in furnished community areas is not allowed.
- 7.4 In the Tenants' own interests it is recommended to observe the notices posted by the property management.

## **8. Radio and Television Reception**

A broadband cable connection is available in the student residency complex. However, this connection is for personal use only.

The broadband cable connection guarantees the reception of German and foreign programming. Therefore, it is forbidden to install dish antennas unless a Tenant can prove that the Tenant does not have a selection between various programs in the Tenant's native language. With this Tenant, the Landlord shall conclude an agreement in this respect (for providing a decoder etc.).

## **9. Grilling/Barbequing**

- 9.1 As a rule grilling is prohibited.
- 9.2 In the student residency complex (e.g. Stiftsbogen, Chiemgaustrasse, Studentenstadt) where grilling areas are provided, grilling is permitted exclusively with electric grills to the extent customary for the locale in the spaces marked for this purpose until 10 p.m.
- 9.2 In the student residency complexes which do not have designated grilling areas, it is permitted to grill on balconies and terraces etc. to the extent customary for the locale until but no later than 10 p.m.
- 9.3 For the rest please refer to No. 1 ("Disorderly Conduct").

## **10. Security Measures**

- 10.1 Tenants may not set foot on the rooftops and items may not be stored there.
- 10.2 Provisions in accordance with the Building Code and fire regulations are to be complied with the observed.
- 10.3 Items that are highly inflammable and pose a fire hazard may not be stored or kept in the attic nor the cellar nor in the luggage storage rooms. In addition, no furniture, mattresses, textiles or similar items may be kept in the attic.
- 10.4 Fuels may only be stored in the spaces designated by the Landlord. In addition thereto, the statutory and official provisions shall apply for storing heating oil.
- 10.5 Windows and doors are to be thoroughly closed at night as well as during stormy or rainy weather. This also applies for windows in the cellar and attic units as well as for the respective users of the common rooms. Rolling shutters and blinds may not be drawn down in inclement weather.

**REGULATION ON THE ITEMIZATION OF OPERATING COSTS**  
**(German Regulation on Operating Costs – BetrKV)**  
**dated 25 November 2003**

**Section 1**  
**Operating Costs**

- (1) Operating costs are the costs that accrue on a regular basis for the owner or the holder of the heritable building right due to the ownership or the entity entitled to inherit the property or by the intended use of the building, attached buildings, facilities, installations, and the property. Benefits in kind and work performed by the owner or holder of the heritable building right may be assessed with the amount that could be assessed for an equivalent performance by a third party, in particular a contractor; the third parties value-added tax amount may not be added.
- (2) Operating costs do not include:
1. The staff, facilities, and installations necessary for the administration of the building, supervisory costs, the value of administrative work personally performed by the Landlord, the costs incurred for the statutory or voluntary audits of the annual financial reports and management costs (administrative costs),
  2. Costs which must be expended during the period of use to maintain the intended use in order to duly eliminate (maintenance and repair costs) structural and other defects caused by use, old age or the effects of inclement weather.

**Section 2**  
**Itemization of Operating Costs**

Operating costs within the meaning of Section 1 are:

1. The current public encumbrances of the property, this specifically includes property tax;
2. The costs of water supply, this includes water consumption, service charges, costs of renting or other types of cession of right to use of water meters as well as the costs to use them, including calibration costs as well as the costs incurred by calculation and distribution, costs for maintaining water quality regulators, the costs of operating an in-house water supply system and a water treatment facilities including the treatment re-agents;
3. Drainage costs, this includes the fees for house and property drainage, the costs of operating a corresponding non-public system and the costs of operating a drainage pump;
4. The costs
  - a) Of operating the central heating system including the exhaust system, this includes the cost of fuels used and their delivery, the costs of operating current, the costs of service, monitoring and maintenance of the system, of regularly inspecting its functionality and safety including calibration and adjustments by a skilled technician, cleaning of the system and the operational premises, the costs of readings in accordance with the Federal Emissions Control Act, the costs of renting or other types of cession of right to use of equipment for recording consumption as well as the costs of using said equipment for recording consumption including calibrations costs and the costs for calculation and distribution,
  - or
  - b) Of operating the central fuel supply system, this includes the costs of fuels used and supply thereof, the costs of operating current and the costs of monitoring as well as costs for cleaning the system and the operational premises,
  - or
  - c) The independent commercial supply of heat also from plants within the meaning of letter a), this includes the charge for the supply of heat and the costs of operation the appurtenant house systems in accordance with letter a),
  - or
  - d) Cleaning and maintenance of self-contained central heating and single-source gas central heating systems, this includes the costs or removing lime scale and combustion residue in the system, the costs of regularly inspecting operational availability and functionality and safety and the related calibration and adjustment by a skilled technician as well as the cost of readings in accordance with the Federal Emissions Control Act;
5. The costs
  - a) Of operating a hot water supply system, this includes the costs for the supply of water in accordance with number 2, if not already taken into consideration there, and the costs of heating the water in accordance with number 4 letter a),
  - or
  - b) The independent commercial delivery of hot water also from plants within the meaning of letter a),

this includes the charge for hot water supply and the costs of operation the appurtenant housing facilities in accordance with number 4 letter a),

- or
- c)** the cleaning and maintenance of hot water boiler,  
this includes the costs of removing lime scale and combustion residue inside the equipment and the costs of regularly inspecting the operational availability and functionality and safety as well as the related calibration and adjustment by a skilled technician;
- 6.** The costs of associated heat and hot water supply systems,
- a)** For central heating systems in accordance with number 4 letter a) and in accordance with number 2, if they have not already been taken into consideration there,
- or
- b)** For the independent commercial supply of heat in accordance with number 4 letter c) and in accordance with number 2, if they have not already been taken into consideration there,
- or
- c)** For associated self-contained central heating and hot water supply systems in accordance with number 4 letter d) and in accordance with number 2, if they have not already been taken into consideration there;
- 7.** The costs of operating the person and freight elevator,  
This includes the costs of operating current and the costs of supervising, servicing, monitoring and maintenance of the system, the costs of regularly inspecting the operational availability and functionality and safety as well as the related calibration and adjustment by a skilled technician as well as the costs of cleaning the system;
- 8.** The costs of street cleaning and waste management,  
the costs of street cleaning includes the fees charged for public street cleaning and costs for corresponding non-public measures; the costs for waste disposal include specifically the fees charged for waste removal, the costs for equivalent non-public measures, the costs of operating the waste compressors, waste chutes, waste extraction facilities as well as operating the facilities for reporting waste quantities including the costs of calculation and distribution;
- 9.** The costs of custodial services and vermin control,  
the costs for custodial services include the costs for cleaning the portions of the building commonly used by all residents, such as entry ways, hallways, stairs, cellar, attics, laundry rooms, elevator;
- 10.** The costs for garden maintenance,  
this includes the costs for maintaining landscaped areas as well as the renewal of plants and trees, maintenance of playgrounds including sand renewal and maintenance of plazas, entry gates and access roads that are not intended for public traffic;
- 11.** The costs for lighting,  
this includes costs for electricity for exterior lighting and the lighting of the portions of the building commonly used by all residents such as entry ways, hallways, stairwells, cellar, attics, laundry rooms;
- 12.** The costs for chimney sweeping,  
this includes the sweeping charges according to the applicable tariff if they have not already been taken into consideration as costs in accordance with number 4 letter a);
- 13.** The costs for property and liability insurance,  
this specifically includes the costs for insuring the building against fire, storms, water as well as other elementary losses, glass insurance, liability insurance for the building, the oil tank and the elevator;
- 14.** The costs for caretaker,  
this includes payment of social contributions and all payments of monetary value that the owners or holder of the heritable building right grants to the caretaker for his work, insofar as it does not include the maintenance, repair, replacement, aesthetic repairs or property management; if work is performed by the caretaker, the costs for work performed in accordance with number 2 to 10 and 16 may not be added;
- 15.** The costs
- a)** Of operating the communal antenna system,  
this includes the costs for the operating current and the costs of regularly inspecting for operational availability and functionality including calibration and adjustment by a skilled technician or the user fee for an antenna system not belonging to the building as well as the charges incurred for cable transmission pursuant to copyright law,
- or
- b)** Of operating a private router connected to a broadband cable network,  
this includes the costs in accordance with letter a), as well as the current monthly basic fees for broadband cable connections;
- 16.** The costs for operating the laundry facilities,  
this includes the costs for the operating current, the costs of monitoring, maintaining and cleaning the facilities, of regularly inspecting for operational availability and functionality and safety as well as the costs for water supply in accordance with number 2, if they have not already been taken into consideration there;
- 17.** Miscellaneous operating costs,  
this includes operating costs within the meaning of Section 1 that are not included under numbers 1 to 16.

**USER AGREEMENT  
FOR THE DATA NETWORK  
of the Munich Student Union's halls of residence**

**General Information**

The tenant will receive direct access to the residence's LAN network as well as the Munich Science Network (Münchener Wissenschaftsnetz MWN) run by the Leibniz-datacenter (LRZ). Access to the internet and the universities and institutions belonging to the MWN is regulated by the LRZ. This cooperation with the LRZ serves the purpose of allowing students to access MWN from their home.

This network is meant for the use of academic education.

The free access to the internet is a privilege that demands responsible and sensible use of the medium from all participants. All users are solicited not to endanger these projects by abuse or malpractice.

The access to the LRZ, the MWN and the internet is subject to separate regulations set by the LRZ, which are available at: [www.lrz-muenchen.de/wir/regelwerk](http://www.lrz-muenchen.de/wir/regelwerk).

The halls of residence in Rosenheim are also connected to the network belonging to the University of Rosenheim.

**§ 1 Access**

The use of service is for subscribers only. The subscriber of the service must own a rental contract for a place in a hall of residence belonging to the Munich Student Union.

The network access is intended for personal use. The subscriber is responsible for their use of it. Other persons may only use the network under supervision of the subscriber.

All persons below the age of 18 are generally excluded from the use of the network; unless they themselves are the subscriber and their parents or guardian agree to these user regulations.

**§ 2 Specification of Services**

The subscriber will be granted network access to the residence's LAN network within their premises. The LAN network is based on the TCP/IP protocol family via Ethernet. This applies to the internal LAN traffic as well as access to the LRZ.

The access to the LRZ runs over suitable connections (e.g. user-to-user connection).

The subscriber's network address (IP-Address) and domain names (DNS) will be assigned.

**§ 3 Data Privacy and Connection Data**

The network management (the Munich Student Union or a representative) is capable of and reserves the right to control data traffic in the LAN and user-to-user connection. However, the enforcement of this right is restricted to cases where it is necessary for administrative reasons (e.g. unauthorized access, examination of disturbances).

Statistical data concerning the use and capacity utilization of the LAN and external connection will be regularly collected. This data is anonymized, used solely internally, and deleted after 80 days at the latest.

The following subscriber data can be passed on to the operation of the LAN's commissaries by the Student Union:

- Name and current address;
- Address of the main residence;
- The tenant's account number;
- IP addresses of the connection owner.

The following data can also be forwarded to the LRZ upon their request:

- Name and current address;
- University and matriculation number.

For subscribers in a hall of residence in Rosenheim, this data can also be forwarded to the University of Rosenheim upon their request.

The network traffic and connection data of a subscriber can be logged and evaluated upon reasonable suspicion of a violation of the terms in § 5 by them or other subscribers.

#### **§ 4 Subscriber Duties**

The subscriber is committed:

- 1) to use the network for the purpose of academic education;
- 2) to use their access to the LAN, the MWN and the internet sensibly and responsibly;
- 3) to avoid excessive use of the network's bandwidth;
- 4) only to use the connection parameters (i.a. IP address, DNS) assigned to them;
- 5) to heed the provided instructions for the connection to the LAN;
- 6) to use only devices, materials, soft- and hardware within the LAN that meet the operational requirements of the LRZ, the Student Union and the network management;
- 7) to configure their hard- and software correctly;
- 8) to protect their user identification (accounts) and personal passwords from the access of third parties and not to pass on this information;
- 9) to make sure that no third party can access their data and computer (e.g. by sharing passwords);
- 10) to report unauthorized access from outside or within the LAN to ensure corrective action for the protection of the network;
- 11) to regularly inform themselves of the network regulations and usage agreements of the Student Union, the LRZ and the associated institutions;
- 12) to give preference to the stored data within the LAN or on the servers of the LRZ;
- 13) to give preference to local news servers;
- 14) to use the proxy- and cache servers recommended by the Munich Student Union when accessing the WWW;
- 15) to check the availability of data in local servers or servers within the MWN before downloading it via ftp;
- 16) to heed national and international copyright laws;
- 17) to regularly and appropriately secure important data on their computer;
- 18) to encrypt or appropriately secure confidential data to prevent third-party-access.

#### **§ 5 Violations**

The following actions – provided they are done recklessly or with intent – will lead to permanent, charged exclusion of the LAN:

- 1) violation of the subscriber duties mentioned in § 4;
- 2) propagation of information with illegal or indecent content;
- 3) infringement of the rights of others (e.g. personal rights);
- 4) violation of national and international copyright (e.g. propagation or sharing of protected software or music);
- 5) use of the network for other purposes than academic education;
- 6) use of the network for commercial purposes (for commercial purposes, for example the sale of objects or software over the internet, a commercial provider must be used);
- 7) unauthorized access of databases or computers including servers within and outside the LAN (e.g. access to data without the approval of the owner);
- 8) any form of tracing or logging of data transfer;
- 9) the unauthorized manipulation of data or information in the network (e.g. use of a fake name);
- 10) disclosure of user information (accounts to third parties);
- 11) allowing unauthorized third parties to access one's data and computer;
- 12) setting up public access points, such as freely accessible computers (e.g. in communal spaces), or hosting network connections with dial-up or wireless user-to-user connections etc.;
- 13) use of other connection parameters than those assigned by the network management;
- 14) destruction or manipulation (e.g. opening) of the installed telephone-/data jack;
- 15) use of devices, materials, soft- and hardware within the LAN that do not meet the technical and operational requirements of the LRZ, the Student Union and the network management;
- 16) use of falsely configured hard- and software;
- 17) ongoing overuse of the average available bandwidth;
- 18) any violations further listed in § 7.

## **§ 6 Charges**

The current monthly charge to be paid by the subscriber is used for the operation and maintenance of the LAN and the connection to the LRZ.

The services of the LRZ, related institutions and the internet are not included. The subscriber is aware, that these services are currently provided free of charge by the LRZ. Should charges be incurred in the future, they will be included in § 6 and added to the current monthly charge.

The charges will be withdrawn monthly as ancillary rental costs.

Inhabitants of the Hall of Residence with an internet connection who own a lease agreement are - regardless of their use of the service - obligated to cover these charges.

## **§ 7 Devices**

The LRZ, the Munich Student Union or commissioned establishments may prohibit the use of certain devices, materials or software.

If disturbances arise that are caused by devices, hard- or software of the subscriber, they will be disconnected from the service on short notice and without warning until the disturbances are removed. The subscriber has no claim to compensation of damages. The charges of § 6 must continue to be paid.

Disturbances that are caused by devices, hard- or software of the subscriber can be asked to be compensated by the Munich Student Union, so long as the subscriber acted recklessly or with intent of damages. This can also lead to an exclusion of service as of § 5.

## **§ 8 Warranty**

The use of devices in the network is at your own risk. Neither the LRZ nor the Munich Student Union or affiliations have safety measures that protect the subscriber from foreign access in the LAN and/or internet. There is no claim to compensation of damages.

The subscriber carries the risk of arising surges in the computer network (e.g. lightning strike).

The LAN and the connection to the LRZ are maintained and operated with best intentions and knowledge. Disturbances cannot be ruled out. They will however be rectified as soon as possible. In case of an outage there is no claim to compensation of damages.

A reimbursement of the monthly charge can only be made if an outage of the LAN or connection to the LRZ lasts more than 30 days.

The subscriber is aware that the Student Union has no influence on the services by the LRZ nor the proper functioning of the internet. Claims to compensation of damages cannot be made.

Claims to compensation of damage that stand due to legal or contractual claims to the Munich Student Union - that involve the LAN - can only be made if the damage at hand is caused by recklessness or intent of harm.

The subscriber is obligated to pay any compensation of damage that arises by the removal of disturbances caused by defected Hard- or Software.

## **§ 9 Further Regulations**

The user agreement is issued by the Munich Student Union and will become part of the lease agreement.

The current version can be found online at: [www.lrz-muenchen.de/wir/regelwerk](http://www.lrz-muenchen.de/wir/regelwerk) or inspected at the house management.

When using the network of the LRZ, the terms set by them must to be taken into consideration. The user is obligated to regularly inform himself of these terms. The LRZ can alter their side of the agreement at any given time. The current version can be found online at: [www.lrz-muenchen.de/wir/regelwerk](http://www.lrz-muenchen.de/wir/regelwerk) and can also be inspected at the house management.

### Airing and Heating Pamphlet

In order to maintain a comfortable living atmosphere, it is necessary to supply the building with warmth for about two thirds of the year. During the winter semester, an increasing number of damp spots and mold stains have been spotted on the insides of the outer walls, often also behind larger pieces of furniture. If the spots are ignored for too long, a fast-spreading fungus develops that makes the wallpaper peel and the room smell musty. Not only is it a discomfort for inhabitants, it also damages the building, reducing the heat insulation of the outer walls.

In almost all cases, the dampness comes from the air of the room. The damp spots are breeding grounds for fungi spores floating through the air, which grow and thrive to the dismay of inhabitants.

#### **These unwanted situations can be prevented by paying attention to the following instructions:**

- Please be aware of the necessity of airing, keeping in mind to prevent unnecessary energy expenses. A small amount of heating energy is lost when ventilating, but must be taken into account in order to guarantee a comfortable living atmosphere and prevent mold damage. The best way to keep energy loss at a minimum is through short, intensive ventilation. Open wide the windows and doors for a short period of time and try to create a draft. After about five to ten minutes the damp, stale air will have been replaced by dry, fresh air that can absorb more water vapor.
- The advantage of “inrush airing” is that, while the warmth of the air escapes with it, the more substantial sources of warmth, e.g. walls and furniture, remain unaffected and reheat the fresh air to a comfortable level. “Inrush airing” should be done several times a day as the apartment is used.
- Try to heat every room as continuously as possible. This also goes for rooms that aren’t always used or where a lower room temperature is desired.
- Don’t cut the air circulation. This is especially important for the outer walls. There should always be at least 5cm (preferably 10cm) space between furniture and the walls.
- Don’t cover, drape or block the heaters with furniture, absorbing the heat. This causes a loss of warmth, and heating the room will cost 10 - 20% more in thermal energy. These costs are then added to your consumption-based bill, meaning that following these suggestions can save you from wasting money.
- Keep the doors to colder rooms closed at all times. The temperature regulation of these rooms is to be done by the heaters within them. Otherwise, the warmer, more humid air of the other rooms will enter, cooling and releasing condensation. By warming the room from within, the relative humidity drops, in this case allowing the air to absorb more water.
- Make sure to regularly ventilate the rooms and apartment, especially if they have joint-tight windows. Not only does this allow stale air to escape and be replaced with more hygienic air, but it also serves the purpose of removing water vapor in order to prevent the relative humidity from reaching the critical level of 50 - 60%, causing condensation. The amount of water vapor that must be let out daily amounts to 10 to 30 liters, depending on the size of the apartment and the intensity of its use.
- Avoid leaving windows open for extended periods of time while the heaters are on, as this causes a much higher energy expense compared to “inrush airing”.
- Turn down the heaters and thermostats while airing. Be careful, however, when the air outside begins to reach freezing temperatures! Only turn down the heaters for inrush airing, or else it may occur that the water in the heaters freezes, causing them to burst.
- For thermostatic valves with an inbuilt frost protection safeguard that opens the valve automatically at around 5°C it is recommended to cover the sensor within the valve head from the inrushing fresh air with a cloth.
- Larger amounts of water vapor generated in certain rooms while, for example, cooking or showering should be aired out of the affected rooms immediately. In these cases, also keep the doors closed to prevent the water vapor from spreading to other rooms of the apartment.

#### **To give more insight on the topic, here are a few technical and scientific details:**

Air has the property of combining with water. The amount of water in the air is mostly invisible. Sometimes we can see it, for example as steam, fog or clouds. Its visibility doesn’t depend only on the absolute percentage of

water within the air measured in grams per square meters (absolute humidity), but also decisively on the air temperature and pressure. The warmer the air is; the more water it can absorb (relative humidity). When air with high humidity cools down and passes the saturation limit, the water escapes the air and gathers as condensation. This happens in parts of the room where the surface temperature is lowest, as the air temperature drops faster, sooner reaching the saturation limit. It occurs most often in the following places: Corners bordering the outer walls, roof and floor, and window lintels, so-called "thermal bridges". These damp spots can also be found in places with low air-circulation, e.g. behind large pieces of furniture.

This explanation helps clarifying why it is important to make sure the surface temperature of the walls in a reasonably well-aired room doesn't drop below 15 -17°C. This requires a room temperature of around 18°C.

Humans can sense when the air temperature changes. Changes in humidity, however, often go unnoticed. It is hard to imagine the amounts of water that are released into and contained in the air around us. While we sleep, we release almost a liter of water into the air every night only through our skin and by breathing. The air also absorbs water from steam when we cook, clean the dishes, shower, wash or bathe. Plants contribute to the air's humidity too, as most of the water in their pots evaporates.

High humidity levels must be prevented within the apartment by regularly airing the rooms, stopping damp spots and structural damage from occurring. For hygienic reasons alone, between half and all the air of a room should be let out every hour to prevent bad smell and air pollution.

Those who take into account these technical and scientific details will save themselves and their landlord a lot of trouble and unnecessary expenditures, all while ensuring a healthy living climate.

### **Why wasn't as much of a problem before?**

The reason could be that due to the once lower energy costs, the rooms were heated and ventilated more. In older buildings, some windows were not fully insulated, leading to constant air change. If the air still became too humid, the water would gather on the cold glass of the windows, be collected and carried outside through a condensation-channel. Frost would cause the condensation to form bizarre ice flowers. This way the humidity of the air was constantly being reduced.

Double-glazed and sealed windows cannot passively ventilate a room, no longer channeling condensation water outside.

In addition to this, due to the higher heating costs and consumption-based billing it has become more common to be economical about heating and airing. It is often overlooked that by saving too much on heat energy can actually become wasteful. Before visible damage occurs, the insides of the outer walls can already gather condensation from steam in the colder layers. Walls that are damp in the inside let heat escape the room at three times the usual rate, and at the cost of expensive energy. This leads to lower living comfort, more energy is expended and the building becomes damaged. Fungi development can also become damaging to one's health.