

SHORT TERM HOUSING CONTRACT, §3.4 – §27

4. In accordance with the regulations governing property rental, the Tenant shall pay the Landlord an interest-free security deposit or key money (**Kaution**) against injury to the stipulations contained in this Contract. Said deposit is in the sum of:

- 200 Euros for a single room
- 200 Euros for a single apartment
- 200 Euros per person for a double apartment
- 400 Euros for a self-contained flat

Should the security deposit be claimed in the course of tenancy, the Tenant is obliged to comply immediately.

Payment of the security deposit is to be made before termination of the Contract. During the period of tenancy, the Tenant may not employ the security deposit to cover specific financial claims that may be made by the Landlord. After the Tenant has quit the accommodations, the Landlord may claim the security deposit and may also claim restitution costs for

- a) damage to rooms or their furnishings that exceed the bounds of normal use;
- b) loss of keys or items specified in the Inventory of Fixtures;
- c) sundry debts claimed by the Landlord.

The security deposit or a non-deducted portion thereof shall be transferred to the Tenant's account approx. 6 to 8 weeks after the period of tenancy and conditional upon return of the property in good order. Should the security deposit, for reasons beyond the control of the Landlord, not be returnable within 6 months of the due date according to §1 above, it shall be deemed null and void.

Interest cannot be paid on the amount deposited (§551 para 3.5 BGB).

§ 4 Residential eligibility

1. Eligible for residence within the period of tenancy stipulated in §2 of the Housing Contract are students of Giessen University and of the Universities of Applied Sciences at Giessen-Friedberg and Fulda, evidence of student status to be provided in the form of a valid certificate of immatriculation.
2. The Tenant is obliged to give the Landlord two weeks' notice that she/he is, for whatever reason, about to end his/her course of studies. Failure to have done so shall lead immediately to the serving of notice to quit the premises. Ending of a course of studies involves, in the first instance, the sitting of the first set of final examinations for a degree.
3. The Tenant is further obliged to furnish the Landlord, at the start of each semester and without prior request, a copy of a current enrolment certificate. Should this document fail to be submitted after a reminder and a deadline being set by the Landlord, this constitutes sufficient grounds under BGB §543 para 1 and §569 para 2.4 for the serving of notice to quit the premises.
4. Irrespective of the status indicated in Para 1 above, the following are not eligible for residence:
 - a) students who are also research assistants, trainee teachers, interns and the like;
 - b) students who are in employment and studying part-time;
 - c) students who have already acquired an academic degree.

§ 5 Flat-rate levy for running costs

The following running costs are not covered by the rent as specified in §3 above and are therefore to be paid in the form of a flat-rate charge:

1. public property rates
2. water supply
3. drainage
4. costs involving
 - a) the upkeep of the central heating unit including exhaust flue system;
 - b) the upkeep of the central fuel supply system; or
 - c) the commercial supply of heat, including that from units in the sense of (a) above; or
 - d) the cleaning and maintenance of self-contained central heating facilities and individual gas combustion plants
5. costs involving
 - a) the running of the central hot water supply installation, or
 - b) the commercial supply of hot water, including by means of units in the sense of (a) above; or
 - c) the cleaning and maintenance of hot water units
6. costs involved in the running of associated heating and water supply systems
7. running costs for passenger and freight elevators
8. costs of street cleaning and trash removal
9. room-cleaning and vermin extermination costs
10. landscape maintenance costs
11. costs of electricity and lighting
12. chimney-cleaning costs
13. personal and property damage liability insurance
14. cost of maintaining building superintendent
15. a) costs for maintaining the communal antenna unit, or

- b) costs for running a personal splitter connected to a broadband cable network
16. costs of running the laundry unit
17. maintenance costs for fire extinguishers
18. running costs of photocopiers and vending machines
19. toilet paper for communal toilets
20. sundry running costs

The aforementioned costs (1 to 20) are calculated according to the number of occupants in the hall of residence concerned. The Landlord distributes the running costs as a flat rate among the individual tenants, with the costs for heating and provision of hot running water being calculated as a proportion of the total residential surface area. Exceptions can be found in §11 of the BGB heating costs regulations (BGB 1.1 p.115; BGB I.III.754-4-4).

The Tenant shall pay an appropriate monthly flat charge as a contribution toward running costs. The current level of this charge can be found in §3.2 above.

Changes in the level of running costs are valid at the time they occur. The Landlord is to notify the Tenant immediately of the nature, cost, and date of such changes.

§ 6 Paying rent

1. The rent and the flat-rate levy for running costs are to be paid in full by the Tenant to the Landlord in advance of the month of tenancy in question or no later than the 3rd business day of that month (BGB §556b para 1).
2. Bills for special running costs and sundries are to be paid within a week of receipt.
3. Payment is deemed to be effected upon receipt by the Landlord.
4. Payment of the rent and the flat-rate levy for running costs is to be effected by the direct debit procedure. The Tenant, in signing the present Contract, consents to allowing the Landlord to book the rent and the flat-rate levy for running costs from his/her bank account.

§ 7 Offsetting and withholding

Offsetting and withholding on the basis of contractual obligations other than the present tenancy are disallowed; offsetting and withholding are otherwise permissible only in accordance with BGB §556b para 2.

§ 8 Premature dismissal by the Landlord

1. The Landlord may terminate tenancy in writing before the normal date of termination under §2 of this Housing Contract if
 - a) the particular purpose of the tenancy is violated by actions on the part of the Tenant or on grounds for which the Tenant bears responsibility, or
 - b) the Landlord can no longer tolerate the continuance of the tenancy on grounds of considerable, repeated or constant transgression against the contractual conditions of the tenancy on the part of the Tenant.
2. Termination of tenancy is possible under due consideration of the legal term of notice, particularly if
 - a) the Tenant no longer enjoys residential eligibility, or
 - b) the Tenant is appropriately accommodated elsewhere in Giessen or environs
 - c) construction or renovation work must be carried out, necessitating the vacating of the room being rented.
3. Dismissal **without notice** is possible in particular if
 - a) the Tenant is in arrears with the rent for two consecutive instalments or if a not inconsiderable amount of rent (more than one month's rent, BGB §543 para 2.3a) has not been paid, or, within a period lasting longer than two instalments, if the Tenant has not paid rent in the form of a single amount covering two months of arrears (BGB §543 para 2.3.3b).
 - b) the Tenant disposes of the tenancy in a manner not consonant with the terms of the Contract, particularly by relinquishing the tenancy in part or in whole to the use of a third party (BGB §543 para 2.2).
 - c) the Tenant violates other contractual obligations either grievously or repeatedly (BGB § 543 para 1).
 - d) the Tenant is constantly in arrears with payment of the rent (BGB §543).
4. In the case of dismissal by the Landlord, tenancy terminates on the day on which dismissal is declared. The property must be returned to the care of the Landlord by 12 o'clock midday at the latest on the same day, unless a special time has been stipulated by the Landlord.
5. If conditions entitled the Landlord to issue a dismissal without notice, then the Tenant is under the obligation to pay the Landlord, beyond the date of dismissal and beyond the date of the actual return of the property to the care of the Landlord, a compensation fee calculated by the Landlord to be the whole remaining sum of rent that would have been due if the tenancy had been terminated under normal conditions, but at least the amount of rent accruing to such time as the room in question is once more rented out, or up to the date of normal contractual expiry of the tenancy in accordance with §2 of the Housing Contract.

§ 9

Heating, hot water system, communal facilities

1. Should the Tenant make no use of the heating and hot-water facilities or of the communal facilities at his/her disposal, this nevertheless does not release him/her from the obligation to pay the contractual share of the running costs incurred in connection with these facilities as stipulated with regard to the flat-rate charge for running costs.
2. The costs of running the central heating system include the costs of fuel consumed and its delivery, the costs of electricity for running the system, the costs of administering, checking and maintaining the system, the regular inspection of its operational readiness and safety, including its optimization by a heating engineer, the cleaning of the system, including the scouring of the oil tank and the operational plant, including the cleaning of the building after fuel deliveries, the costs of measurements in compliance with the Federal Emissions Law and the charges for chimney cleaning, insofar as these are not rescheduled elsewhere, and rental costs or other types of hiring of utilities for determining consumption as well as the costs of employing such utilities for determining consumption, including the costs involved in calculating and distributing consumption charges. The costs of delivering heat from a district heating network include charges for heat delivery itself (basic price, labour charges, bank charges) and the costs of running the in-house system as detailed above.
3. The costs of running the central hot water reticulation system include the costs of water supply, insofar as these are not separately charged, along with the costs of water heating as detailed in section 2 of this paragraph. The costs of water supply include the costs of water consumption, the basic charge, and the meter rental, the costs for using house meters, the costs of running an in-house water supply system and a water heating unit, including water treatment materials. The costs of supplying hot water from a district heating network include charges for hot-water delivery itself (basic price, labour charges, bank charges) and the costs of running the in-house system as detailed above.

§ 10

Inventory of Fixtures

1. Part of this Contract is the appended Inventory of all objects contained in the rooms to be rented by the Tenant, as well as all keys that have been handed out. By signing this Inventory of Fixtures, the Tenant confirms that she/he has taken over the rented rooms and the objects listed in said Inventory in undamaged condition. **No later than one week** after commencement of tenancy, the Tenant must **return** the Inventory of Fixtures to the Landlord with his/her **signature** affixed. Should the Tenant fail to oblige, or, within the period specified above, not otherwise indicate that items are missing or damaged, then this fact shall be taken as a tacit declaration on the part of the Tenant that she/he has taken over the rented rooms and all of the objects listed in the Inventory of Fixtures in undamaged condition.
2. The Tenant shall ensure that the objects pertaining to the rented rooms remain in said rooms. The Tenant is not permitted to remove objects from the rented rooms without the express written consent of the Landlord. The Tenant shall provide restitution to the Landlord for damage done to objects listed in the Inventory of Fixtures.
3. The Tenant is not permitted to entrust the keys given him/her by the Landlord to a third party. She/he is not permitted to change the locks. Damage incurred to the Landlord through the loss of keys is to be compensated for by the Tenant.

§ 11

Transfer of use, subletting

1. The Tenant is not permitted to sublet the rented rooms to a third party or otherwise transfer use of the property, unless with the express permission of the Landlord. Should the Landlord extend such permission, then this shall occur only in exceptional and individual circumstances. Permission can be withdrawn at any time, should there be important reasons for doing so.
2. Use of the premises, rooms, building, parking facilities, and communal rooms for non-contractual purposes is prohibited; in particular, commercial use shall not be made of said facilities.

§ 12

Keeping animals and weapons

1. No animals or pets may be kept in the student halls of residence. Such action constitutes grounds for nullification of the Contract.
2. The Tenant is not permitted to keep weapons of any sort in the student halls of residence.

§ 13

Use of elevators

The Landlord may de-activate the elevators in the student halls of residence, so long as this does not conflict with public regulations and there is good reason to do so.

§ 14

Laundry in rooms

The Tenant is not allowed to do laundry or dry clothing in the rented rooms, in the corridors, or on the landings. For this purpose, available communal facilities (drying rooms, washing machines, clothes driers) are to be used. In compliance with fire regulations, the corridors and balconies are intended as escape routes and must therefore be kept clear of objects (such as clothes-horses) and telephone facilities; in cases of contravention, the halls staff will remove such objects.

§ 15

Private telephone connection

The Tenant may set up a private telephone connection in a single room or in a single or double apartment, so long as the Student Affairs Office has already provided the possibility of an appropriate installation. Insertion of phone lines via a third party is not permitted. The setting-up of phone connections and telephone units as well as the installation of phone and antenna connections in corridors and on landings is not allowed, and the Landlord is entitled to remove them.

§ 16

Motor vehicles and bicycles

1. On the grounds of the halls of residence, motor vehicles may be driven, and bicycles ridden, only on the access-ways provided for this purpose. Motor vehicles and bicycles may only be parked on the lots and stands respectively provided. For the use of covered parking spaces in a parking deck and for reserved parking spaces, a special rent contract is required. Entrances must be kept clear of motor vehicles and bicycles.
2. Tenants who maintain or own motor vehicles and intend to drive on the grounds of the halls of residence must lodge the details of their car papers with the Landlord. Vehicles that are out of action must be removed from the premises if the Landlord has not granted permission for them to remain there. If a Tenant disregards this prescription, then the Landlord will have the vehicle removed at the Tenant's expense. Should the external appearance of a vehicle left on the premises of a hall of residence, or other indications, lead to the assumption that the vehicle owner intends to relinquish all claims to his/her property, then the Landlord shall claim ownership of the vehicle.

§ 17

Legal responsibilities of Tenant and Landlord

1. The Landlord shall bear responsibility for injury done to the Tenant because of defects or deficiencies adhering to the property only when the Landlord has caused the defects or deficiencies to arise through intention or gross negligence. The Landlord shall not bear responsibility for damage caused to the personal property of the Tenant through dampness, irrespective of the kind, source, duration, and extent of such damage from dampness, unless the Landlord has caused the defects or deficiencies to arise through intention or gross negligence.
2. Majority rule dictates that responsibility for losses of or damage to objects and damage to rooms that have been placed at the disposal of a particular number of tenants (residential groups) for communal use shall be borne by the residential group itself, if the latter cannot prove who is individually responsible for the loss or damage incurred. In particular, the Tenant, by virtue of his/her duty to exercise due care, must take responsibility for the damaging behaviour of such persons as are brought by the Tenant into contact with the rented property (BGB §278, e.g. relatives, guests) or to whom the Tenant has entrusted the use of said property (BGB §540).
3. Insurance
Private property brought into the rented property is not insured by the Student Affairs Office. The Tenant is personally responsible for taking out an appropriate insurance policy.

§ 18

Changes by the Tenant to and in the rooms

1. Changes and additions by the Tenant to the rented rooms, including the furnishings, are prohibited. The introduction of appliances such as cooking stoves, washing machines, irons, spirit or gas burners is not permitted. It is strictly prohibited to undertake any alteration to electrical or sanitary connections.
2. The Landlord may, without the agreement of the Tenant, undertake such improvements and mending jobs within the rented rooms as she/he deems fit or necessary. The Tenant is obliged, for such purposes, to make the rented rooms accessible.
3. The Tenant may not attach advertisements, placards, posters, flags and the like to any internal or external wall or window, nor can handwriting or graffiti be applied to such.
4. Walls may only be painted or papered with the written permission of the Landlord. At the end of the period of tenancy, the rooms are to be left in the condition in which they were found.

§ 19

Renovations on the part of the Landlord

The Landlord may arrange for renovations to be undertaken during the last month in which the Tenant occupies his/her room. After consultation with the Tenant, renovation work is to be performed in the course of one day.

§ 20

Right of entry

The Tenant shall allow the Landlord, the latter's deputies, technical experts and other interested parties to enter the rented rooms during the customary times of day (business days between 9 am and midday, and between 2 and 3 pm) if entry should be necessary to appraise the physical state of the object, to arrange further rental, and so forth. Should delay in so doing constitute risk, the Landlord shall be entitled to enter the rooms at any time of day or night.

§ 21
Termination of tenancy

1. At the end of tenancy, the Tenant is obliged to return the rented rooms, including keys, furnishings, and fixtures (as specified in the Inventory of Fixtures), to the Landlord in contractually appropriate: i.e. unaltered and undamaged condition. Alterations by the Tenant that exceed the bounds of normal dealings are to be eliminated by the Tenant at his/her own cost in such a manner that the rooms are restored to the condition they were in at the initial point of occupancy. **At the end of tenancy when the Tenant has vacated the premises, the rooms shall be cleaned, the charge for this being debited to the Tenant. Such cleaning shall include washing the floors, cleaning the glass and frames of the windows, cleaning the furnishings and fixtures inside and outside, cleaning the wash basin (including, in apartments, the toilet bowl and shower stall) and bathroom fittings, as well as the polishing of the bathroom mirror and shelving. The Tenant can obtain information about the level of cleaning costs from the residence halls administration. The Student Affairs Office calculates the costs of departure cleaning against the security deposit (Kaution). The Tenant, in the company of house personnel, shall inspect the rooms upon vacating them and shall complete the quitance form, have it countersigned, and return it. If no special time has been arranged for this purpose, the rented property shall be returned upon termination of the Contract no later than 12 o'clock midday. Rooms cannot be vacated on Saturdays and Sundays.**
2. The Tenant is obliged to clear the rooms of all objects that are not the property of the Landlord. Should the Tenant fail to honor this obligation, the Landlord is entitled to remove any remaining objects belonging to the Tenant. The Landlord is under no obligation to provide storage facilities for such objects.

§ 22
Changing the terms of the Contract

Special arrangements concerning the terms of the Contract, changes or additions thereto, or the annulment thereof, as well as agreements, declarations of consent, disclaimers, or settlements of any kind shall only take effect if they have been expressly agreed by all parties to this Contract. Modifications or additions to the house rules may be undertaken by the Landlord at any time.

§ 23
Validity of the terms of the Contract

1. Any invalidity of one or several terms in this Contract shall have no effect on the validity of the remaining terms of the Contract. Should any term in this Contract be rendered null and void, the relevant ruling in public law shall apply in its stead.
2. Any prior agreement between the parties is rendered ineffective by the present Contract.

§ 24
House rules

1. **Inventory and damage**
All rooms and their furnishings are to be treated with care. The furniture may not be replaced or altered. Items of furniture are intended solely for use within the hall of residence. The Tenant is responsible for any damage to the buildings or their contents, whether such damage is caused personally or on the part of visitors. It is prohibited to replace individual inventory objects such as beds. Upon vacating the tenancy, the furnishings are to be fully accounted for. If the Tenant or group of occupants concerned is not in a position to do so, the Student Affairs Office is entitled to require the Tenant or group of occupants to share the costs of replacement. Damage of any kind is to be reported immediately to the house personnel or residence administration. All rooms, communal kitchens, and apartments are completely furnished.
2. **Doors, locks, and keys**
All entranceways equipped with doors are to be kept closed. House and room keys may not be entrusted to third parties. Loss of a key must be reported immediately. A fee is charged for replacement of a key or lock. The changing of, or tampering with, locks is not permitted.
3. **Trash disposal**
Trash is to be disposed of in manageable proportions by emptying it into the containers or bins situated on the premises. Care must be taken not to leave trash in the corridors, on the landings and emergency exit balconies, in outside entrances, and on the space where the trash containers are situated. Where necessary, the Tenant shall immediately insure that offending spaces are tidied.
4. **Cleaning rooms**
Every Tenant is obliged to clean his/her own room. Cleaning includes care of floors, walls, windows, curtains, and all of the technical facilities: i.e. bathroom fixtures, cooking stoves, refrigerators, lamps, washbasins, and tiles, such care to be performed by means of the customary cleaning agents and products. This obligation extends to the care of rooms, including storage rooms, annexed to the corridor or other space shared by a group of tenants.
5. **Cleaning of communal rooms**
The cleaning of communal rooms is performed by the Student Affairs Office or commercial firm entrusted with such, in accordance with a fixed task-list. Where contractually agreed, this daily cleaning covers forecourts, corridors, stairways, drying rooms, laundries, commonrooms, shared kitchens, and washrooms.
If objects belonging to tenants or groups of occupants hinder the work of the cleaning staff, and if costs are thereby incurred, said costs are to be borne by the tenants responsible.

An extra charge is levied for additional work on the part of the cleaning staff or company for soiling of the premises beyond that which can normally be expected.

6. **Use of appliances**
The Landlord is permitted to de-activate appliances placed at communal disposal such as washing machines, driers, spin driers, and other automatic devices, should circumstances require such action, and is further permitted in such cases to lock the rooms concerned.
7. **Storage rooms – fire protection – escape routes**
Storage rooms, baggage spaces, and cellars cannot be entered with a naked flame. Easily flammable objects (such as mattresses, clothing, straw, discarded upholstered furniture) shall not be stored in or brought into these room and the commonrooms, as they exceed the level of tolerable risk of fire.
All balconies, ladders, corridors and stairways constitute escape routes in which it is forbidden to leave objects of any shape or form. No items of furniture from outside may be brought into commonrooms and shared kitchens. Unwieldy objects (such as bicycles or clothes-horses) may not be left in such spaces.
The Landlord or his/her representatives are entitled to restore the contractually agreed and legally prescribed condition by means of the immediate removal or clearing out, without restitution, of wrongfully placed objects.
Entering the roof area is not permitted.
8. **Windows and doors**
Windows and doors must be kept closed to prevent drafts, and during high winds, thunderstorms, rainy weather, severe frost, and snow. Damage to windows and doors, when noticed, as also to ceilings, and any sundry occurrence of water or water damage is to be reported immediately to the Landlord. Shutters and roller blinds must be kept closed during wet and stormy weather. The installation of flyscreens is not permitted.
9. **Use of appliances, food storage, drainage, radios, and television sets**
The kitchens are to be used for the preparation of food and meals. The appliances placed at the disposal of occupants are to be treated with care, cleaned after use, and put back in their storage places. Damage caused by improper treatment is to be remedied, and it is the responsibility of the Tenant to show that he/she is not at fault.
Refrigerators are to be thawed at intervals in accordance with the maintenance instructions and are to be cleaned regularly. Removal of accumulations of ice by manual means can lead to the breakdown of the appliance. If such breakdown should occur and the Tenant cannot prove that he/she was not at fault, the Tenant shall bear the costs of repair. Water from the taps is solely for personal use, and water must be used sparingly. Drainage outlets are to be kept free of blockages. During a blockage, the Tenant must desist from using the unit affected (sink, shower or toilet) and must immediately notify the technical service.
Radios and television sets may be used only when the Tenant has registered with the GEZ (TV Licensing Authority). External antennae are not permitted. Instead, the existing antenna connections are to be used. All and any kind of multiple or additional connection leads to a power reduction and is prohibited. The Tenant shall bear the costs of removal.
Barbecuing food or otherwise lighting fires on escape balconies is prohibited.
10. **Pictures, wall decorations, house plants, heating, ventilation**
Pictures and other forms of wall decoration are to be attached only with sufficiently robust pins or tacks, and without damage being done to the walls of the rented property. Doors, door frames, walls, and furniture are not to have items attached to them by adhesives. The Tenant bears the costs arising from removal and repair, except when the Tenant is demonstrably not at fault. **Given the existing room size, the introduction and watering of house plants can lead to soakage, condensation, and mold.** The keeping of plants should therefore be within moderation. **The rooms are to be heated with due consideration of the ambient outdoor temperature, and are to be aired regularly.**
11. **Protection against noise, disturbance of the peace**
Halls residents are enjoined to desist from all activities that could disturb the peace and calm of communal life. Particularly to be avoided are noise, playing sound systems at excessive volume, and slamming doors. Complete silence is to be observed **between 1 pm and 3 pm and between 8 pm and 7 am.** Tenants whose peace has been disturbed have the right to enlist the intervention of the local authorities. The tenant is responsible for the behaviour of his/her visitors and guests.
12. **Health**
In the case of serious illnesses which are reportable to the health authorities or harbour the danger of infection, the halls administration or a physician must be notified. The physician decides whether the patient can remain in the hall of residence or not.
Should rooms become infested with vermin, public regulations call for extermination action to be taken. A certified pest control service is called, initially to check for suspicion of infestation and then, if necessary, to undertake preventative measures. In all cases where necessary and possible within the time-frame in question, notification is to be made by posting notices or addressing occupants in writing. The Student Affairs Office, in compliance with the law, shall notify the relevant health authorities. In this connection it should once again be pointed out (see **§12.1** above) that the keeping of animals and pets is not permitted.

13. **Clearing out / scope of authority of Landlord**

Corridors and landings are routes for escape and emergency rescue. When objects have been placed in such a way as to narrow and restrict passage through such areas, to affect the safety of occupants, or otherwise negatively affect the purpose of such areas, then the Landlord is entitled to remove said objects without notice. An administrative fee is charged for the return of confiscated objects.

Should the owner fail to claim a given object within 3 months of confiscation, the Student Affairs Office is entitled to assume that all claim to property has been relinquished, and may consequently dispose of said object as it pleases. All parking areas are designated as such by the building supervisory authority and are to be kept free for this purpose. Vehicles that have no valid licence or are parked illegally on the premises of the halls of residence shall be regarded as 'abandoned' and towed away at the owner's expense by a suitable tow company. The same applies to vehicles that block traffic.

For vehicles that have suspended registration (during the winter months, for example, or for other reasons), the owner may apply in writing to the halls administration for a parking place. In valid cases, a parking place will be assigned for a limited period of time.

14. Changes in personal status that require notification of authorities (births and marriages) are to be reported to the Student Affairs Office.

15. Irrespective of any terms set out in §22 above, the Landlord shall determine the house rules.

16. **Changing rooms within halls of residence**

§21 of the present Contract permits and regulates moving rooms within a hall of residence as well as from one hall of residence to another. The additional expenditure of effort entailed in such a move involves the charging of a moving fee. Should the room or apartment that is being vacated show signs of excessive soiling and/or conspicuous damage, the Tenant shall be charged for the respective costs of special cleaning or repair.

§ 25

Sundry arrangements

The tenant shall receive a copy of the Housing Contract. By signing this document, the Tenant confirms that he/she is fully cognizant of, and consents to, the terms set out in the Contract, especially acknowledging the house rules (see §24), the Inventory of Fixtures, and the Certificate of Occupancy as integral components of the Housing Contract.

Taking possession of the rented property

The Tenant takes possession of the rented property in accordance with the Certificate of Occupancy, which he/she is to sign. The Tenant is aware that moving into the halls of residence is only possible on weekdays. **The Tenant is further aware that any cosmetic repairs to the property that may be required can only be carried out after occupancy has taken place. The renovation of rooms is scheduled in consultation with the halls administration.**

Defects in the rented property

The Tenant is obliged immediately to notify the Landlord in writing of any defects and sources of danger that have been noticed at the time of taking possession of the property or in the course of the tenancy. If a defect is already present at the commencement of the tenancy, the Tenant shall forfeit his/her claim to abatement of rent if he/she fails to make proper notification. The Tenant is at fault especially in cases where a defect is self-evidently visible to all.

According to BGB §536c para 2, the Tenant is otherwise liable to the Landlord for conscious failure to make notification or for delayed notification. The same applies in the case of a knowingly false notification.

§ 26

Data processing

The Tenant hereby permits all personal data pertaining directly to the administering of this tenancy to be stored and processed by the Landlord by means of electronic data processing.

§ 27

Court of jurisdiction is Giessen

Recommendation

It is recommended that the Tenant take out, in his/her own name or as an extension of his/her parents' policy, household insurance to insure the personal property introduced by the Tenant into the rented property against damage or loss.

1. I have received the Inventory of Fixtures and Certificate of Occupancy as parts of the Housing Contract.
2. Use of the Internet connection for Giessen is governed by the regulations pertaining to the use of information processing systems of the Computing Center of Justus Liebig University, Giessen.

(Signature of Landlord)

Hereby drawn once again to the Tenant's attention is §21 of the Housing Contract, whereby the Tenant agrees to having the rented premises comprehensively cleaned upon expiry of the tenancy.

(Signature of Tenant)

Giessen, _____ (date)

p.p. _____

**Student Affairs Office Giessen
Public Institution
(Landlord)**

(Issued 03/2007)