

Studierendenwerk Wuerzburg  
Public-law institution

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www.swerk-wue.de

Contact person: ○○○○○

Opening hours: ○○○○○

Room: ○○○○○

Telephone: ○○○○○

Telefax: ○○○○○

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For reasons of legibility the author does not necessarily distinguish between male, female and other forms. The terms employed always refer to all genders.

## Unofficial sample rental contract (Version 2024-05) for the student residences in Bamberg and Würzburg

between the Studierendewerk Wuerzburg, public-law institution  
represented by the Managing Director  
Am Studentenheim 1, 97072 Wuerzburg, Federal Republic of Germany

as landlord and

○○○○○  
born on ○○○○○  
(Address: see above)

with Identification No. ○○○○○

as tenant with the following stipulations:

### § 1 Rental Property, Contract Period, Rent, Deposit

1. The furnished housing unit No. ○○○○○ (Room No ○○○○○),  
○○○○○ (type of housing), furnished, ○○○○○ (floor),  
in the student residence ○○○○○ in ○○○○○  
from ○○○○○  
limited until ○○○○○

2. The monthly rent currently amounts to:

Basic rent	EUR ○○○○○
Advance payment / flat charge for utility costs	EUR ○○○○○
Total rent	<u>EUR ○○○○○</u>

3. The deposit is EUR ○○○○○

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## § 2 Use of the Rental Property and Right of Residence

1. The rental property is let to the tenant for residential purposes for temporary use and for the special purpose of studying in the university town and exclusively for the personal use by the tenant. If the studies are not started or are interrupted or dropped, the tenant has no further claim to use of the rental property. In this case the tenancy is not terminated but can be cancelled or terminated according to §§ 18 or 19 of the rental contract.
2. If the rental property is a single apartment, it has its own bathroom (shower/toilet) and its own kitchenette. If it is a single room in a shared apartment and does not have its own kitchen and/or bathroom (shower/toilet), the tenant is entitled to use the communal kitchen and/or bathroom that belongs to the shared apartment.
3. The tenant is free to use the rooms intended for common use by the residents for the purposes which they are intended for. For this, the landlord can make temporal and temporary restrictions (for example during exam periods) and issue usage regulations.
4. For the letting of student residences the particularities of § 549 section 3 German Civil Code (BGB) apply, thusly §§ 556d - 561, 573, 573a, 573d section 1, 575, 575a section 1, 577 and 577a BGB shall not apply.

## § 3 Subsidy, Principle of Rotation and Certificate of Matriculation (of Enrolment/of Registration)

1. In performance of the tasks conferred upon it by the Bavarian Higher Education Innovation Act (*Bayerisches Hochschulinnovationsgesetz BayHIG*), the landlord rents out the rental property, which is located in a student residence, to the tenant. The tenant acknowledges that there is a justified interest in the tenancy ending punctually because supplying accommodation in student residences constitutes a form of indirect subsidy by the state and, in view of the limited number of places in student residences, by adhering to the principle of rotation, it is intended to make state-subsidized accommodation available to as many students as possible.
2. Due to the special purpose of the rental, the tenant is obliged to unsolicitedly submit a valid certificate of matriculation (matriculation certificate/enrolment certificate/certificate of enrolment/certificate of registration) (*Studienbescheinigung/Immatrikulationsbescheinigung*) to the landlord during the term of the rental contract either by 30 April of the current year for the summer semester or by 31 October of the current year for the winter semester. If the tenancy starts after one of the above mentioned dates, the certificate is to be submitted unsolicitedly to the landlord within 7 days after the beginning of the rental contract. It is not the date of dispatch but the date of receipt that determines the punctual submission of the certificate.

## § 4 Rent, Basic Rent

1. The rent is composed of the basic rent and the advance payments of the utility charges or the flat charge for utility costs.
2. The landlord operates according to the cost recovery principle. Therefore he is entitled to adjust the basic rent by a unilateral declaration in text form. The landlord reserves the right to enforce a rent adjustment, in particular a rent increase by a termination due to change of contract.
3. All statutory changes in costs or changes caused by orders from authorities or award letters as well as adjustments in interest on loans and ground rent or the cancellation of public grants are to be included in the rent from the time they are asserted.

## § 5 Utility Charges

1. In addition to the basic rent, the tenant must bear a share of the utility charges within the meaning of the respective valid version or subsequent versions of the utility charges regulation (*Betriebskostenverordnung, BetrKV*) dated 25 November 2003, irrespective of whether individual services or facilities are actually used. Furthermore the landlord is entitled to pass on additional utility charges within the meaning of § 2 number 17 of the regulation for utility charges to the tenant:
  - a) costs of electricity
  - b) costs of mechanical waste disposal units
  - c) costs of cleaning eaves gutters
  - d) costs of maintenance and refilling of fire extinguishers
  - e) costs of monitoring and testing lightning conductors
  - f) costs of GEMA fees
  - g) costs of cleaning and maintenance of containers for fuel storage
  - h) costs of maintenance, operation and inspection of the fire alarm systems, smoke detectors and ventilation systems

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- i) costs of operating the data network
  - j) costs of security service
  - k) costs of the licence fee for permanent establishments
2. The following applies for the share of the utility charges if it has been agreed in § 1 section 2 that the utility charges will be paid in advance:
    - a) Utility charges of the residence will principally be allocated by the number of residence places as well as by using the proportionate contracted days of the tenant (cost in EUR ÷ number of residence places ÷ number of days of the calendar year × contract days of the tenant).
    - b) This does not include electricity consumption within single apartments and shared apartments provided that there are electricity meters available (power consumption per single apartment or shared apartment in kWh x Ø-EUR per kWh of the residence and the settlement period ÷ number of residents for each single apartment or shared apartment).
    - c) In deviation from letter a), the energy costs for central heating and hot water of the residence are allocated according to the individual living space (energy costs for heating and hot water in EUR ÷ total of residence living space areas heated in m<sup>2</sup> x heated area of residential space in m<sup>2</sup> ÷ number of days of the calendar year × contracted days of the tenant).
  3. The landlord is entitled to pass on any emerging utility charges that can be assigned to one of the cost types of § 2 of the regulation for utility charges to the tenant. For this the landlord defines how the costs are shared.
  4. The advance payments of the utility charges are billed according to the legal requirements. At the end of the accounting year, the landlord compiles an account in text form for the utility charges of the student residence and the advance payments made. If there is a difference in the account balance, the tenant has to settle an additional charge by a subsequent payment and the landlord a surplus by a repayment. An additional charge is due at the point of timely receipt of the formally proper invoice, provided that no other date is given in the invoice. A surplus will be transferred to the bank account last known by the landlord, provided that the tenant has not informed the landlord about different bank details in writing.
  5. After an account for the utility charges and in the case of newly emerging or omitted utility charges, a reasonable adaptation of the advance payments of the utility charges can be effected by a unilateral notice in text form.
  6. Irrespective of whether it has been agreed in § 1 section 2 that the utility charges will be paid in advance or that the tenant will pay a flat charge for utility costs, a flat charge for utility costs will apply from 1 January 2028 onwards.
  7. The flat charge for utility costs agreed in § 1 section 2 or, respectively, § 5 section 6 will be used to compensate the landlord for all utility costs within the meaning of the respective valid version or subsequent versions of the utility charges regulation. The flat charge is calculated by adding together the utility costs charged by the competent utility companies for the student residence in question in the previous accounting year (calendar year). The result will then be divided by the number of residence places in the student residence in question. The amount calculated in this way will have to be paid by each tenant in monthly instalments. The landlord is entitled to set the flat charge for utility costs at a higher amount by a unilateral declaration in text form and with six weeks' notice if the costs actually incurred are higher than the costs previously allocated to the tenant. The landlord is entitled to set the flat charge at a lower amount if the costs actually incurred are lower than the costs previously allocated to the tenant. The newly determined flat charge will be owed as of the first day of the month that is followed by the timely declaration.

### § 6 Deposit

1. The tenant has to provide an amount of money as deposit (see § 1 section 3). The tenant is therefore entitled to make three monthly partial payments of equal amount. The first partial payment will be due at the beginning of the tenancy. The further partial payments will be due together with the immediate following payments of the rent. If the tenant wants to make use of his right to partial payment, he has to communicate this with regard to the debit orders by SEPA direct debit mandate agreed to in § 7 section 2 in writing before the beginning of the tenancy. Otherwise the deposit will be debited in full at the beginning of the tenancy.
2. Notwithstanding section 1, a different and overridingly valid regulation can be laid down in another section of this tenancy agreement or in an addition or an annex to this tenancy agreement.
3. The deposit is not subject to interest (§ 551 section 3 sentence 5 BGB).
4. The tenant may not set the deposit off against receivables of the landlord during the duration of the tenancy.
5. The deposit will be used to cover debts the tenant may have with the landlord that are still open when the term of contract ends. The deposit or remaining parts of the deposit will be transferred to the bank account

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last known by the landlord after the due date of the recovery claim, provided that the tenant has not informed the landlord about different bank details in writing. The repayment of the deposit or part of it will not affect the assertion of additional claims from outstanding utility charges accounts. The landlord has the right to retain an appropriate amount of the deposit for subsequent demands that are to be expected to arise from uncalled utility charges accounts.

6. The tenant's right to repayment of the deposit becomes time-barred after the due date of the recovery claim under the statutory provisions relating to limitation (§§ 195 ff. BGB).

### § 7 Payments, Direct Debit, Fees

1. The rent is due in advance by the third working day (Monday - Friday) of the month. If the beginning of the tenancy agreement, however, is not the first day of a calendar month, the prorated rent for this started calendar month is due in advance by the third working day (Monday - Friday) after beginning of the tenancy agreement. For the due dates of the rents of following calendar months sentence 1 applies.
2. The tenant undertakes the obligation to grant authorization of a revocable SEPA direct debit mandate for the entire period of the tenancy. The tenant explicitly authorizes the landlord to debit the following claims related to the tenancy on the due date or the date given in the respective pre-notification of the SEPA direct debit:
  - a) rent
  - b) deposit
  - c) subsequent payments from bills of utility costs
  - d) administrative costs for issuing a new rental contract according to schedule of fees
  - e) administrative costs for reminders according to schedule of fees
  - f) costs of unenforceable direct debit attempts
  - g) interest for delay
  - h) compensation for use
  - i) repayment for damagesThe tenant has to ensure that the account has sufficient funds at the due date or the date given in the pre-notification for the payment of the payable amount.
3. The revocable SEPA direct debit mandate can be issued only by the account holder in text form. The payment obligation of the tenant remains unaffected. The landlord informs the tenant exclusively about upcoming SEPA direct debits. If the tenant is not the account holder, the tenant is responsible for informing the account holder himself. Changes of bank details must be immediately communicated to the landlord in writing.
4. If the landlord does not have a proper SEPA direct debit mandate, the debts have to be transferred by the due date to the landlord's bank account (IBAN: DE40 7902 0076 0001 4978 04 at the HypoVereinsbank Wuerzburg/UniCredit Bank Wuerzburg, Eichhornstrasse 2a, 97070 Wuerzburg; SWIFT (BIC): HYVEDEMM455) stating the Ident.-No. (see above § 1) and the intended use. It is not the date of transfer but the date of the credit entry on the landlord's account that determines if payment has been made punctually.
5. If the tenant's account cannot be direct debited, additional charges can incur. The tenant has to bear these costs if the direct debiting cannot be affected due to insufficient funds or other reasons the tenant is responsible for. The costs are due immediately if no other date has been agreed on. A second attempt by the landlord to debit the same claim will not occur unless expressly agreed on otherwise for each individual case. The tenant then has to transfer the arrears to the account determined by the landlord in paragraph 4.
6. The landlord is entitled to charge a lump sum administrative charge of EUR 5.00 for each payment reminder. The administrative costs are due with the receipt of the reminder, provided that there is no other date given in the reminder. The assertion of the legally permissible default interest or the assertion of a higher damage caused by delay shall not be affected thereby. It shall also not affect the proof of a lower damage or no damages by the tenant.
7. If the tenant is in arrears with payments, incoming amounts will be charged in accordance with §§ 366 section 2 and 367 BGB unless the tenant has changed expressly or implied the intended use at the latest on payment.
8. If justified, rental payments may be deferred by one month if an application is made in text form. The application must be received by the landlord with a justification letter at least one week before the due date.
9. If it becomes necessary to set up a new tenancy agreement at the wish of the tenant, a contribution to the administrative costs of EUR 35.00 will be charged. The administrative costs are due with the conclusion of a new contract, provided that no other date has been agreed on.
10. Credit of the tenant (for example from utility charges or deposit accounts) will be transferred to the bank account last known by the landlord, provided that the tenant has not informed the landlord about different bank details in writing. Any bank fees (for example for non-deliverable transfers or transfers abroad) are

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borne by the tenant.

11. Notwithstanding sections 1 and 2, a different and overriding valid regulation can be laid down in another section of this tenancy agreement or in an addition or an annex to this tenancy agreement.

### **§ 8 Handover of the Rental Property, Handover Record**

1. The handover of the rental property is possible from the starting date of the tenancy stipulated in § 1 during the caretaker's office hours. If the starting date of the tenancy is on a Saturday, Sunday or bank holiday, the handover of the rental property is possible from the next following working day on (in general Monday to Friday) at the earliest. If the tenant has a right of revocation according to § 355 section 1 and 2 BGB, the landlord reserves the right to hand over the rental property only after the expiry of the revocation period.
2. At the handover of the rental property, the tenant receives a handover record. The tenant has to hand in the completed handover record to the caretaker within 7 days after the handover.

### **§ 9 Compulsory Registration, Licence Fee**

1. The tenant has to independently comply with his legal obligations according to the Federal Registration Act (*Bundesmeldegesetz*) regarding compulsory registration.
2. The tenant has to independently comply with his legal obligations regarding the licence fee for apartments.

### **§ 10 Keys/Transponders**

1. At the handover, the tenant receives a mailbox key and a room key from the caretaker. The provisions that apply to room keys also apply to transponders.
2. The room keys and locks are part of a mechanic or electronic locking system.
3. The tenant is not permitted to have other spare keys made or to have locks that have been installed by the landlord replaced with others or to install additional locks.
4. The tenant is obliged to immediately inform the landlord of the loss of a key.
5. Spare keys are exclusively provided by the landlord.
6. If the tenant is at fault for the loss of the key, the cost of the replacement are at the expense of the tenant.
7. If a key has been lost, the landlord has the right to change or replace the corresponding lock. If there is a risk of abuse of the lost key, the landlord also has the right to change an entire locking system.
8. If the tenant is at fault for the loss of the key and there is a risk of abuse of the lost key, the cost of the replacement of the lock or the entire locking system are at the expense of the tenant.
9. Upon termination of the tenancy, the tenant has to return all keys to the caretaker. This also applies to keys procured by the tenant without permission of the landlord. These keys must be rendered unusable by the tenant in the presence of the caretaker.

### **§ 11 Defects of the Rental Property**

1. The tenant is obliged to notify the landlord of hazards and defects that are present at the handover in the handover record or if these hazards or defects only occur during the course of the rental period, immediately report them in writing.
2. If a defect already exists at the beginning of the tenancy and the tenant does not notify the landlord, the tenant loses his defect claims if he culpably fails to report unless the defect was fraudulently concealed by the landlord.
3. In particular, the tenant is at fault for not reporting a defect if the defect is readily apparent to everyone.
4. The tenant is liable to the landlord for any culpably omitted or delayed notification pursuant to § 536c section 2 BGB. The same applies to a culpably incorrect notification.
5. For a period of three months a reduction of suitability is disregarded as far as it occurs due to a measure that serves an energy-efficient modernization in accordance with § 555b number 1 BGB.
6. There is a statutory warranty right under the provisions of the BGB.

### **§ 12 The Tenant's Liability and Obligations**

1. The tenant is obliged to treat the rental property, rented inventory and the shared (community) areas with care and to ensure adequate and regular cleaning and airing.
2. The tenant is liable for damage to the rental property along with the inventory if the damage was caused by culpable violation of the tenant's duty of care or otherwise culpably.

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3. The tenant is equally liable for all damage culpably caused by a person belonging to the household, relatives, visitors or vicarious agents if they have entered into correlation with the rental property with the consent of the tenant.
4. The tenant has to pay compensation for parts of the inventory that have been lost or damaged through the tenant's fault.
5. The tenant is obliged to keep the rental property free from pests. If he culpably infringes this obligation, he has to compensate the landlord for the damage caused.
6. The tenant is obliged to make sure that the rental property is heated properly during the heating period (1 October to 30 April). This also applies for times of the tenant's absence. If he culpably infringes this obligation and this results in damage to the rental object, he has to compensate the landlord for the damage caused.
7. The tenant has to ensure regular water withdrawal from all hot and cold water taps in the rental property, otherwise stagnant water is formed. This may contain elevated levels of heavy metals (lead, copper, nickel) and legionella. There has to be a thorough exchange of water at least every 3 days. The tenant has to run the water (hot and cold) strongly for at least 30 seconds. In the case of a prolonged absence (vacation, long weekend) the pipes have to be rinsed for about 5 minutes. The tenant has a personal responsibility for dealing with the supplied hot and cold water because the residential behavior is beyond the landlord's technical ability to exert influence.
8. Article 46 section 4 Bavarian Construction Regulations (*Bayerische Bauordnung*) stipulates that it is the responsibility of the direct owner of the apartment to ensure that smoke detectors are functioning properly. The tenant must remove dust, lint and other contaminants from the smoke inlet openings and the sounder openings of the smoke detectors at regular intervals. The tenant is not allowed to remove, paint, put something on or over, or deactivate the smoke detectors that were installed by the landlord in the rental property and in the rooms intended for common use.
9. The tenant is liable to the landlord for all damages incurring to the landlord due to late return of the rental property and thusly the landlord not being able to re-let the rental property.

### § 13 The Landlord's Liability

1. The landlord's strict liability for defects existing at the conclusion of the contract (guarantee liability) is excluded. The first alternative from § 536a section 1 BGB shall not apply.
2. The landlord accepts liability for personal injury and material damage to the tenant and his visitors as well as for objects brought in by the tenant only insofar as these are the fault of the landlord or his vicarious agents. The extent of liability is limited to intent and gross negligence. The limitation of liability does not apply to injury to life, body and health. Excluded from the limitation of liability is also the liability for the violation of cardinal obligations (lease and maintenance).

### § 14 Access to the Rental Property

1. The tenant is obliged to allow the landlord or his representative access to the rental property in the following cases:
  - a) During normal working hours, if there is a justified reason, at appropriate intervals to check the condition of the rental property
  - b) By prior arrangement for taking water samples required by the Drinking Water Ordinance (*Trinkwasserverordnung*) or required by the authorities
  - c) For carrying out works (especially maintenance and structural modifications of the rental property as well as removal of defects, maintenance of smoke detectors, reading of the metering devices, inspection of technical equipment, implementation of pest control measures)
  - d) At any time to avert a threat to the life, body or health of a person
  - e) At any time to avert significant damages to property
  - f) By appointment on weekdays during normal working hours for the preliminary inspection of the rental property before the return date
2. In principle, the landlord may only enter the rental property with the consent of the tenant. Except in the case of imminent danger, the entering/inspection has to be announced at least 48 hours in advance.
3. For foreseeable maintenance works an announcement must be made at least 4 weeks in advance.
4. The landlord is entitled to enter the rental property in the absence and without the consent of the tenant only in the case of imminent danger and in the case of the self-help right according to § 229 BGB.
5. If the tenant denies access to the rental property or is not present at an announced date, the tenant is notified that unless he brings forward serious reasons for his non-appearance, he has to compensate the landlord for resulting damage (for example additional travel costs for craftsmen).
6. In the event of not being able to be present at the appointment announced by the landlord or assign a

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representative, the tenant will be given the opportunity to give the landlord his consent to enter the rental property in his absence timely and in text form.

### **§ 15 Structural Changes Made by the Tenant**

The tenant may not make structural or other changes within the rental property or to its equipment if the landlord has not given his consent in text form. In the case of consent in individual cases, the original state of the rental property has to be restored upon termination of the tenancy at the tenant's expense unless otherwise agreed. The tenant cannot claim a reimbursement if the rental property is left in the changed state upon termination of the tenancy in any case.

### **§ 16 Pets and Other Animals**

1. Tenants are allowed to keep smaller pets (for example fish) in the rental property without having to obtain the approval of the landlord, provided that the number of pets does not exceed the usual limits and provided that the type of pet and the way in which they are kept are not expected to create a nuisance to other tenants and neighbours or cause damage to the rental property, the building or the grounds.
2. The keeping of larger pets (for example dogs or cats) in the rental property requires prior approval from the landlord. The landlord will make the decision to give or deny its approval according to its best judgement after due consideration of the interests of both parties, and approval will only be given on a case-by-case basis and can be withdrawn if there is an important reason for doing so. The approval may be withdrawn if the tenant does not comply with the applicable conditions, if the pets create a nuisance to other tenants or neighbours or if the pets cause damage to the rental property, the building or the grounds. These rules also apply to the temporary taking in of a pet.
3. The applicable animal welfare laws and regulations must be complied with. Tenants are not allowed to keep or temporarily take in dogs which fall into the "attack dog" category ("Kampfhund") according to the "Verordnung über Hunde mit gesteigerter Aggressivität und Gefährlichkeit (BayHundAggressV)" regulations. Tenants are allowed to keep assistance dogs if they have a justified need for such a dog.
4. A given approval is valid only until the pet dies or until the tenant gives the pet away. If the tenant wants to get a new pet, he or she will have to obtain a new approval from the landlord.
5. Tenants are not allowed to feed pigeons or other animals from their room or apartment or on the grounds of the student residence.
6. Tenants must inform the landlord immediately of any infestation of their room or apartment by animals and, in particular, by pests or vermin.

### **§ 17 Heating**

1. The landlord is obliged to keep the central heating system in the residence in operation from 1 October to 30 April (heating period).
2. The landlord is obliged to put the heating into operation also outside the heating period if required due to the weather conditions.
3. The tenant is obliged to not turn off the heating completely even in his absence during the heating period but to set the heating to frost protection during his absence.
4. The tenant has to ensure sufficient airing and heating of the rental property. In addition, the tenant is obliged to use the heating energy economically. See appendix "Note: Proper Heating and Airing".

### **§ 18 Cancellation and Termination of Contract by the Tenant, Exclusion of Tacit Extension**

1. The tenant may terminate the rental contract with effect from 30 September or 31 March of each year. The notice period is 2 months. Notice of termination must be given in writing. It is not the date of dispatch but the date of receipt that determines if termination has been made punctually.
2. In addition, the tenant is entitled to the extraordinary termination in accordance with the statutory provisions.
3. A tacit extension of the tenancy beyond the time of termination is excluded. § 545 BGB is excluded and shall not apply.

### **§ 19 Extraordinary Termination by the Landlord**

1. The landlord may terminate the tenancy by giving three months' notice in writing at the end of a month if the tenant does not or not in time hand in the certificate of matriculation (matriculation certificate/enrolment certificate/certificate of enrolment/certificate of registration) (*Studienbescheinigung/ Immatrikulationsbescheinigung*) mentioned in § 3 to the landlord in spite of a previous warning setting a deadline for **unofficial sample rental contract (version 2024-05) for the student residences in Aschaffenburg and Schweinfurt**  
only the individual German version is valid

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- submission of that certificate.
2. The landlord may terminate the tenancy without notice if the tenant
    - a) uses the rental property in contravention of the contract in spite of having been warned,
    - b) commits a serious breach of the tenancy agreement or the house rules or any usage regulations,
    - c) is in arrears with the payment of rent or a proportion of the rent that exceeds one month's rent for two consecutive dates,
    - d) over a period that is longer than two dates on which rent is due, is in arrears with the payment of the rent to an amount of a sum that is equivalent to two months' rent, or
    - e) is in arrears with the payment of the deposit to an amount that equals two months' rent. The utility charges accounted for as advance payment may not be included in the calculation of the monthly rent.
  3. Moreover the reasons for extraordinary termination laid down in law apply.
  4. If the landlord was entitled to an extraordinary termination of the tenancy, the tenant remains obliged beyond the date of the termination to pay a compensation equal to the total rent of the rental property determined by the landlord until the date of actual return of the rental property. This payment obligation of the tenant continues to exist from the date of the actual return of the rental property until the effective re-letting of the rental property according to the landlord's allocation procedure (see [www.swerk-wue.de](http://www.swerk-wue.de)), but only until the contract expires according to § 1 section 1, but no later than at the time of the next possible timely termination of the tenancy according to § 18 section 1. Further compensation claims of the landlord remain unaffected.

#### **§ 20 Obligations of the Parties to the Contract Upon Termination of the Tenancy**

1. At the end of the tenancy, the tenant is obliged to hand back the rental property with the complete inventory, cleaned, without defects and cleared of all objects belonging to the tenant as well as all keys by 10:00 a.m. at the latest on the caretaker's last working day before the end of the tenancy agreement. After the cleaning, all surfaces must be free from coarse dirt, dust, sticky dirt (for example beverage stains, street dirt), limescale and all other dirt residues. The surfaces must also be free from streaks and wipe marks.
2. Provided that he is at fault, the tenant is liable for all damages incurring to the landlord due to late or not proper return of the rental property.
3. The tenant is obliged to make an appointment with the responsible caretaker for a preliminary inspection at the latest 4 weeks before the end of the tenancy agreement. The tenant has to tolerate this inspection. The room inspection to be carried out in preparation for the final acceptance is in the mutual interest of identifying damage or defects that are identifiable while the rental property is still inhabited. During the inspection, the findings on the state of the rental property shall be recorded in an inspection report. If there are any defects or damages the tenant is responsible for, the period until the final acceptance applies as deadline for the elimination of the defects or damages. If the tenant has not taken the necessary measures upon the agreed date of the final acceptance, the landlord is entitled without further notice to carry them out himself or have them carried out at the expense of the tenant.
4. The rental property will be returned and a final inspection carried out on the date of termination of the tenancy. The tenant is obliged to be present at this meeting or to appoint a representative. The tenant agrees to sign the return record. The exact date of the final inspection has to be agreed on with the caretaker at least 2 weeks before the date of termination.
5. The tenant is liable to the landlord for all costs/damages incurring to the landlord due to late return of the rental property, especially for the cost of providing other accommodation to the new tenant.
6. In the interest of the regulation of mutual claims between tenant and landlord, before moving out, the tenant is obliged to provide the landlord with his new address or the address of his representative or an authorized person.
7. The tenant has to remove objects in communal rooms and areas which belong to the tenant by the date of return of the rental property.

#### **§ 21 Obligation to Provide Information in Accordance with the Provisions of the Act on Alternative Dispute Resolution for Consumer Disputes (*Verbraucherstreitbeilegungsgesetz*)**

The landlord is neither obliged nor willing to participate in dispute resolution proceedings before a consumer arbitration board (*Verbraucherschlichtungsstelle*) pursuant to the German Act on Alternative Dispute Resolution for Consumer Disputes (*Verbraucherstreitbeilegungsgesetz*, VSBG). According to the provisions of VSBG, the landlord is, however, obliged to provide the tenant with the details of a competent consumer arbitration board. The landlord thus provides the details of the following arbitration board:

Universalschlichtungsstelle des Bundes  
Zentrum fuer Schlichtung e. V.



Strassburger Strasse 8  
77694 Kehl  
Germany  
Web: [www.universalschlichtungsstelle.de](http://www.universalschlichtungsstelle.de)

### **§ 22 Details of the Tenant, Access Data, Passwords**

1. The tenant consents to the landlord collecting and processing all personal data necessary for the establishment, management and execution of the tenancy electronically and consents to the tenant and the landlord communicating via unencrypted email.  
The tenant consents to the data that are necessary for the operation of a bell system and a smartphone-controlled locking system as well as the IP-based labelling of mailboxes and apartment doors with the names of the tenants being displayed digitally being transferred to the service provider.
2. In the period between conclusion of the contract and final settlement of the tenancy, the tenant has to inform the landlord of any changes to his name, his (home) address as well as mobile/phone number and his email address immediately.
3. The tenant is obliged to ensure that the landlord can contact him by email and in particular to ensure that emails from the landlord are not received due to a full inbox or SPAM filters etc.
4. The tenant consents to the landlord putting up lists of the tenants in the residence and providing deliverers, postmen, commissioned security services and the tutors of the residence with those lists/files.
5. To allow the landlord to check the tenant's entitlement to live in a student residence as well as the certificate of matriculation (certificate of enrolment/certificate of registration) (*Immatrikulationsbescheinigung*) and information about the course of study of the tenant, the tenant authorizes the relevant university or institution to provide this information to the landlord.
6. If the tenant receives access data and passwords for web portals, online applications or such from the landlord or his representative, they must be kept secret and protected from abuse.
7. The tenant undertakes the obligation to prove his identity to the landlord or a person appointed by him by presenting his ID card or passport upon request.
8. The tenant has the right to withdraw the consent or authorization given in numbers 1, 4 and 5 above; to withdraw that consent/authorization, the tenant must email the landlord at [datenschutz@swerk-wue.de](mailto:datenschutz@swerk-wue.de).
9. Article 6 section 1 (b) General Data Protection Regulation (GDPR) is the legal basis for the processing activities mentioned in sections 1 to 5 above. The tenant has the right to contact the Data Protection Officer of the competent body at any time with questions about his rights as a data subject; the Data Protection Officer can be contacted by email at [datenschutz@swerk-wue.de](mailto:datenschutz@swerk-wue.de).

### **§ 23 Other Provisions**

1. A list of utility charges and the respectively valid house and fire extinguishing regulations are an integral part of the present contract. One copy of each is enclosed in the rental contract.
2. The domiciliary right in the student residences operated by the landlord is exercised by the Managing Director, who has in turn delegated the domiciliary right to the head of the housing department (*Abteilung Wohnen*). The latter has delegated the domiciliary right to the relevant caretaker in charge.
3. If the tenant has provided incorrect and/or incomplete information when applying for a room or has provided incorrect and/or incomplete information about himself, the landlord has the right to contest or terminate the tenancy.
4. Unless agreed otherwise in this rental contract, statutory provisions apply. The law of the Federal Republic of Germany applies. The court in whose district the rental property is located has jurisdiction of all disputes arising from this contract.
5. If individual provisions of the rental contract are invalid, this is without prejudice to the validity of the remaining provisions. A substitute provision for the purpose of achieving the same economic or legal objective is considered agreed if it observes the statutory restrictions.
6. Any additional agreements are only valid in written form.

### **§ 24 Specific Features of the Student Residence**

*For some student residences this section includes specific features.*

### **§ 25 Specific Features of the Housing Unit**

*For some housing units this section includes specific features.*

The energy performance certificate for the building, which can be found at [www.swerk-wue.de](http://www.swerk-wue.de), is for the information of the tenant but is not a component of this rental contract.

(Version BA-WÜ 2024-05)



.....  
(Place tenant)                      (Date tenant)

ooooo, .....  
(Date landlord/Studierendenwerk)



.....  
(Signature tenant)

.....  
(Signature landlord/Studierendenwerk)

sample - only the individual German version is valid

## Appendix 1

### House Regulations

The student residence aims to provide agreeable accommodation in a friendly environment for undisturbed studies. The high residential density requires special consideration towards all other residents as well as the neighborhood. Each tenant is responsible for the behavior of his guests and has to ensure that they also adhere to the stipulated rules.

1. Please avoid any disturbance of your fellow residents, especially loud noise. Multimedia equipment has to be kept at low volume at all times. Particularly in the time between 10:00 p.m. and 8:00 a.m. noise has to be kept down.
2. The front doors must be closed.
3. It is not allowed to install door viewers due to the sound- and fireproof design of the apartment doors.
4. It is not allowed to place objects in hallways, stairways and common rooms. This also applies to doormats as well as attaching posters, stickers, pictures, wall or door decorations etc. outside the tenants' own rooms.
5. Motor vehicles, e-scooters, bicycles and similar vehicles are to be parked only in the designated places or rooms. Motor vehicles, mopeds and bicycles are allowed to be driven outside the residence only on the designated ways. Washing of as well as repair and maintenance work on the vehicles is prohibited. Non-operational or deregistered vehicles may not be parked on the premises of the residence.
6. Terraces, balconies and loggias are not to be used as storage space for bicycles, clothes racks, bottles, garbage, etc. and must be cleaned at regular intervals. Grass and weeds must be removed by the tenant.
7. All rooms and furnishings are to be treated with care. Furnishings may not be exchanged between the rooms or otherwise removed.
8. It is not permitted to install outdoor antennas, satellite dishes, awnings, outdoor blinds or fly screens or to place flower boxes/pots in front of the windows outside.
9. Waste has to be sorted and disposed into the designated containers and is not to be disposed into sinks, showers or toilets.
10. Damage to walls, ceilings, furnishings and furniture by hooks, screws, nails, adhesives and the like is not permitted.
11. In the luggage rooms, where available, only empty containers with the owner's name on them can be stored. The landlord assumes no liability for the stored items.
12. Smoking is not permitted in hallways, stairways and communal areas unless they are designated as smoking areas. BBQs and open fires are forbidden except in especially designated areas. The corresponding usage regulations have to be adhered to.
13. Escape and rescue routes (corridors, stairways, entrances, emergency access roads, etc.) are to be kept free at all times. Fire protection or fire doors must not be propped open, blocked, tied or otherwise be made inoperable.
14. The roofs may not be accessed. Designated escape routes that lead over the roofs may only be entered in an emergency. The storage of objects on the roof areas is not permitted.
15. All equipment in communal areas provided by the landlord (fitness equipment, musical instruments, electronic equipment, washing machines, dryers, etc.) are to be used safely and for their intended purpose. The manufacturer's instructions are to be followed. Usage regulations have to be adhered to.
16. Instructions given by the caretakers/building management must be followed.
17. The rented rooms must be aired as required and in an energy-efficient manner by means of an intensive exchange of air. Windows and doors should be opened wide several times a day for 5 to 10 minutes (impact ventilation). Keeping windows open for prolonged periods of time during the heating period must be avoided. Keeping windows open fully or tilted open for prolonged periods of time leads to a significantly greater heat loss than impact ventilation. When larger amounts of water vapour form in individual rooms, e.g. when tenants are cooking or taking a shower, the rooms in question should be aired in order to ensure that the vapour can escape outside immediately. During that process, the doors should be kept closed in order to prevent the water vapour from spreading through the entire apartment. During the heating period, the rooms must be heated sufficiently and, above all, as continuously as possible. The heat from the radiators must not be blocked from entering the room by long curtains, pieces of furniture placed in front of the radiators etc. Doors to less heated rooms should be kept closed at all times. Bringing these rooms to the desired temperature is the task of the radiators located in these rooms. The air must not be prevented from circulating. This is particularly important where exterior walls are concerned. This is why furniture and, in particular, furniture resting on a closed base should be placed at least 5 to 10 cm away from walls. Frost damage caused by open windows as well as mould damage caused by incorrect airing and heating will be the responsibility of the tenant.

18. Shutters and blinds on windows and doors

To prevent animals and, in particular, pigeons from nesting between shutters/blinds and windows/French doors, tenants must leave the shutters/blinds either fully open or fully closed when they are away.

Appendix 2

**List of Utility Charges**

1. the running expense of public charges on the property
2. costs of water supply
3. costs of drainage
4. costs
  - a) of operating the central heating system
  - b) of operating the central fuel supply system
  - c) of the supply of long distance heating
  - d) of cleaning and maintenance of self-contained heating systems on each floor
5. costs
  - a) of operating the central hot water supply system
  - b) of supply with long-distance hot water
  - c) of cleaning and maintenance of hot water devices
6. costs of combined heating and hot water supply systems
  - a) in the case of central heating systems in accordance with number 4 letter a and in accordance with number 2 if they are not already included there
  - b) in the case of heat provided by an independent commercial provider in accordance with number 4 letter c and in accordance with number 2 if they are not already included there
  - c) in the case of combined self-contained heating systems on each floor and hot water supply systems in accordance with number 4 letter d and in accordance with number 2 if they are not already included there
7. costs of operating the mechanical passenger and/or freight elevator
8. costs of road cleaning and waste removal
9. costs of house cleaning and pest control
10. costs of garden care
11. costs of lighting
12. costs of chimney cleaning
13. costs of property and liability insurance
14. costs of caretaker
15. costs
  - a) of operating the party TV aerial
  - b) of operating the private distribution system connected to a broadband network
  - c) of operating an in-building distribution system that is fully connected by fibre optics to a public network with very high capacity within the meaning of § 3 number 33 of the German Telecommunications Act ("Telekommunikationsgesetz") if the tenant is free to choose their provider of publicly accessible telecommunications services via their connection
16. the costs of operating party washing machines
17. other utility charges

Appendix 3

**Fire Regulations and Fire Action Notices**

1. Stay calm, don't panic!
2. Regardless of the extent of the fire and without waiting for the success of your own attempts to extinguish the fire, immediately raise the alarm and call the fire brigade (phone 112)!
3. Immediately find out whether human lives are at risk - saving lives is more important than putting out the fire!
4. Do not let people with burning clothes run away! Stop them so that you can extinguish the flames! Wrap them in a blanket, coat or scarf, put them on the ground and turn them back and forth if necessary.
5. Calm down nervous people and try to avoid rash actions!
6. Close doors and windows to avoid drafts and smoke in areas that are not affected yet!
7. In smoke filled rooms try to advance in a bent or crouched position - closer to the floor there is usually breathable air and better sight!
8. Until the firefighters arrive, try to extinguish the fire with available fire extinguishers as far as possible!
9. People in danger have to draw the firefighters' attention to themselves and act according to their instructions!
10. Do not use elevators!

**Stay calm!**

Emergency number fire brigade/rescue services: 112  
Emergency number police: 110

Appendix 4

**Note: Handling of Your Smoke Detector**

The installation of the smoke detector serves your safety.

The Studentenwerk Wuerzburg has installed a high-quality smoke detector, which meets all legal requirements and regulations (VdS, CE).

Your smoke detector communicates with you.

In normal operating mode, the LED flashes every 48 seconds. At night between 10:00 p.m. and 6:00 a.m. the LED also flashes every 48 seconds when in normal operating mode, however the light is dimmed.

If the LED flashes more frequently or the device beeps every 48 seconds, please contact your caretaker.

A loud alarm sound means that the smoke alarm was triggered. You have to remain calm now and act appropriate to the situation.

In the case of a false alarm, for example caused by strong fume when cooking, you can interrupt the alarm for 10 minutes by gently pressing the LED.

Then the room has to be aired thoroughly. Once the smoke detector detects no more smoke, it goes back to normal operating mode.

The Studentenwerk Wuerzburg, usually the caretaker, performs the annual inspection and maintenance of the smoke detectors; this is not the responsibility of you as a tenant.

In a rented apartment the tenant is the immediate owner and has to ensure the proper functionality and thus the operability of the smoke detectors.

The devices must for example not be covered by furniture or plants, pasted or painted over. If the tenant finds that a smoke detector is no longer functioning properly, he has to inform the landlord.

Appendix 5

**Revocation**

The statutory right of revocation and the following revocation instructions are only valid for this rental contract if

1. the conclusion of the contract did not/does not take place at the landlord's offices and
  2. at the establishment of a tenancy, the rental property has not been/will not be viewed by the tenant.
- Otherwise, the tenant has no right of revocation so that the tenant's declaration of intent cannot be revoked.

**Revocation Instructions**

**Right of Revocation**

You have the right to revoke this contract within fourteen days without giving any reasons.

The revocation period is fourteen days from the day of the conclusion of the contract.

To exercise your right of revocation, you have to inform us (Studierendenwerk Wuerzburg, Anstalt des oeffentlichen Rechts, Wohnen, 00000, 00000, phone +49 931 8005-0, fax +49 931 8005-214, email [wohnen@swerk-wue.de](mailto:wohnen@swerk-wue.de)) by a clear statement (for example a letter by post, by fax or email) about your decision to revoke the contract. You can use the attached sample revocation form, but you do not have to use it.

To meet the revocation deadline, it is sufficient that you send your letter concerning the exertion of the right of revocation before the expiry of the revocation period.

**Consequences of the Revocation**

If you revoke this contract, we are obliged to repay all payments we received from you, including the shipping costs (with the exception of the additional costs arising from the fact that you have chosen a different method of shipping than the one offered by us), immediately and at the latest within fourteen days from the date on which the notification about the revocation of this contract has been received by us. For this repayment we will use the same method of payment that you used in the original transaction unless you expressly agreed otherwise with us; in no event you will be charged fees for this repayment.

If you demanded that the services begin during the revocation period, you will have to pay us a reasonable amount that corresponds to the share of the services already rendered at the time you informed us about the exertion of your right of revocation concerning this contract in comparison to the total amount for service stated in the contract.

### Sample Revocation Form

If you want to revoke the contract, fill out this form and send it back to:

Studierendenwerk Wuerzburg  
Anstalt des oeffentlichen Rechts  
○○○○○  
○○○○○  
○○○○○

Fax: +49 931 8005-407  
Email: wohnen@swerk-wue.de

Hereby I revoke the concluded rental contract for housing.

#### Information from the rental contract

ID number (see above §1): .....

Housing unit number (see §1): .....

Address of housing unit (see §1): .....

Date of conclusion of the rental contract: .....

#### Name and address of the tenant

First name and last name: .....

Street and house number: .....

Postcode and city: .....

Country: .....

.....  
(Place) (Date)

.....  
(Signature tenant)  
(necessary only if you are submitting  
a paper copy of this form)