

TENACY AGREEMENT

Between

the Ruhr-Universität Bochum
- International Office -

in the name and on behalf of

the academic support group "Akademischen Förderungswerkes, AÖR"
and

[Name of the tenant]

the following rent contract is concluded with effect from **[date of application]**.

I.

In the building **[name of the dormitory]**, **[address]** the **[type of room]** apartment or room number **[room number]**, residential unit number **["Wohnplatznummer"]** is rented for residential purposes from **[beginning of tenacy term]** to **[end of tenacy term]**. **Date of occupancy: [date]**.

The tenancy is based on the provision that the tenant is an exchange student at the RUB. The landlord therefore has a legitimate interest in ending the tenancy when the tenant has completed his / her exchange programme.

2.

The rent amounts to **[price]** € (incl. additional costs)

3.

The total rent and deposit for the first month of the tenancy are to be paid to the landlord on moving in. The further total rent and all payments due with the rent are to be paid by bank collection procedure. The tenant is obliged to set up an account and give the landlord a direct debit authorisation at the start of the tenancy for each respective amount due.

The payments are to be debited by the landlord on the 5th of each month for the current month. The tenant is required to ensure that the account has sufficient funds to fully cover the respective amounts when due. Any costs incurred through a failed debit attempt are to be paid by the tenant. A second debit attempt is not made for the same amount due. If reminders are necessary, the landlord is entitled to compensation of the administrative costs incurred in a lump sum of currently EUR 3.00.

Rental is carried out in the state in which the residential unit is on handover.

4a.

The first month's rent is to be transferred to the **Akademischen Förderungswerk, account no.: 293 407 00 (sort code 430 500 01)** at the **Sparkasse Bochum**, IBAN DE89 430500010029340700, BIC/SWIFT: WELADED1BOC.

4b.

The deposit is to be transferred to the **Akademischen Förderungswerk (keyword: Kautionszahlung des Akademischen Auslandsamtes), account no.: 33 406 026 (sort code 430 500 01)** at the Sparkasse Bochum, IBAN DE32 430500010033406026, BIC/SWIFT: WELADED1BOC.

Always be sure to give your name and residential unit number with the payment transfer.

The deposit does not bear interest in favour of the tenant. It serves as security for any claims held by the landlord arising through the tenancy and is refunded after you have moved out.

5.

The rental period is limited to a maximum of one year.

The tenancy can be terminated regardless of the above provisions:

- a) giving two months notice to the end of each month.
- b) in case of delayed payment within the statutory deadline acc. § 544 of the German Civil Code (BGB)
- c) with immediate effect if the statutory requirements are met.

Termination of the rent contract without notice is only permissible for good cause.

The landlord is, in particular, entitled to cancel the contract without giving notice if the tenant offends against good morals, violates the provisions of the rent contract or house rules, fails to pay the rent by the 10th of the respective month, or for any other serious reason.

6.

The landlord is entitled change the rent from the 1st of the second month after submitting a corresponding unilateral declaration to the tenant.

The landlord is also entitled to adapt the overhead costs to the actual costs incurred as of the 1st of any month giving four weeks notice by means of unilateral declaration to the tenant.

7.

The tenant undertakes to treat his room and the communal facilities with care and report any damage to the property management immediately. The tenant is liable for any changes or deterioration caused by non-contractual use of the items.

Pets are not to be kept.

The tenant is responsible for ensuring that the windows in his room and all the windows in the communal facilities are cleaned properly.

8.

The tenant is not permitted

- a) to let other people occupy the rented room for general use or shared use without the consent of the landlord.
- b) to leave his belonging in the rented room or building after termination of the tenancy, unless the landlord asserts a landlord lien.
- c) to have keys made for himself or give other people keys.

9.

The contracting parties agree that on termination of the tenancy, possession of the rented premises passes to the landlord without adjudication.

10.

Where applicable, bicycles may be parked in the shelters provided.

11.

The landlord is permitted to view the rented premises at an appropriate time of day giving prior notice so as to check the state.

12.

The house rules enclosed with the rent tenancy agreement are part of this contract.

13.

The tenant's belongings are to be insured by the landlord against fire, burglary and tap water damage as part of a collective property insurance policy with total cover of € 4,090.34, with an excess for the burglary insurance of € 51.13 per claim.

It is possible for the tenants to privately reinsure beyond the flat-rate amount due to the individual risk of under-insurance.

14.

The tenant is not entitled to set off the rent or the claim for payment of the overhead costs or additional costs against a counter claim or assert a right of reduction or retention, unless the claim is undisputed or legally binding.

15.

Changes to and in the rented premises, particularly alterations and fixtures, any drilling into and onto wall panels, application and removal of installations and the like are prohibited.

Rental is carried out in the state in which the room is on handover.

16.

Any invalidity of one or more provisions of this contract does not affect the validity of the remaining provisions.

If individual provisions of the rent contract are invalid, the others retain their validity. A replacement provision to achieve the same economic or legal purpose within the permissible limits is deemed agreed.

Ruhr-Universität Bochum

Department 2
International Office
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Date, signature of the tenant