

Rental Agreement

The following rental agreement is concluded between the Evangelisch-Theologisches Studienhaus Adolf Clarenbach e.V. as lessor and XXX XXX as tenant:



§ 1 Rental Object

A partially furnished single room is rented out to the tenant for residential purposes in the Studienhaus, while at the same time the tenant has access to the rooms and facilities for shared use in accordance with the applicable usage regulations.

§ 2 Rental Period

The lease begins on XX.XX.XX and is concluded for at least one and at most XXX semesters. The tenancy ends on XX.XX.XX without special notice by the lessor.

An extension of the tenancy can be applied for at the Seniorat before the end of the lecture period. Violations of the house rules can lead to non-renewal of the tenancy.

§ 3 Subletting and Deposit

1. The rent for room XX XX is currently XXX€. This includes the costs for heating, electricity, gas, water, garbage collection, the use of the internet and the radio contribution.
2. The rent is to be paid cashless to one of the house accounts by the 7th of the due month. The enforcement of the right of retention, set-off or to reduce the amount concerning the rent claim is non permissible. Rental debts are reason for termination without notice.
3. The tenant must pay the rent even if he is absent during the lecture-free period. The lessor can make the dormitory room available for holiday guests with the agreement of the tenant. The tenant will be reimbursed proportionally for any resulting income.
4. The tenant will leave a deposit of 400€ with the lessor upon conclusion of the rental contract, which will be refunded after moving out if not used.

§ 4 Obligations of the Tenant

1. The tenant is obliged to clean the rented room himself. The lessor is entitled to convince himself of the cleanliness of the room.
2. The tenant must treat the rented and jointly used rooms, the furnishings and the outdoor facilities with care and attention.
3. Changes in the furniture of the rented room must be agreed on with the Hauswart. The use of dowels is not permitted (e.g. the installation of bunk beds, which must be fixed to the wall with dowels).
4. The removal of furnishings from the common areas of the house is prohibited. The addition of pieces of furniture requires the consent of the lessor.
5. The connection of heating and cooking appliances in the rooms is not permitted. The tenant is solely liable for damages caused by violations.
6. Damage occurring must be reported to the lessor immediately. The tenant is liable for all damages caused by him or his visitors.
7. The lessor is not liable for the things brought in by the tenant.
8. The lessor is not liable for the proper receipt and safekeeping of the mail items delivered for the tenant.
9. The tenant is obliged to keep the keys given to him to the rented and shared rooms carefully, not to make them accessible to unauthorized persons and to inform the lessor immediately about the loss of a key. The tenant is prohibited from keeping pets.

§ 5 Moving, Termination and Moving out

1. The tenant may terminate the tenancy at the end of each semester (31.03./30.09.). Early termination by the tenant must be made by June 15th for the end of the summer semester or by January 15th for the end of the winter semester.
2. In case of inappropriate behaviour of the tenant, the lessor can terminate the tenancy without giving a notice period. This is the case, among other things, if essential points of the house rules are violated.
3. The tenant is obliged to enable a proper handover of the room when moving out.
4. The Hauswart prepares a handover protocol for the tenant when he is moving in. The room must be handed over to the lessor in this condition when the tenant moves out. The tenant is obliged to prepare the room when moving out or when moving within the house in such a way that a new tenancy is possible without any complaints. This includes in particular:
 - a) If the tenant has made structural changes to the rented room, he must restore it to its original condition in a proper and professional manner.
 - b) All damages and defects to the rented living space (including rented furnishings) for which the tenant is liable to the lessor must be removed by the tenant in a proper and professional manner (this includes, for example, the removal of holes in the walls).
 - c) Any furnishings that may have been rented but have been removed by the tenant must be returned to the room in their original condition.
5. The wall color is white. The room must be painted by the tenant when moving out.
6. The tenant must remove all personal belongings brought in by him from the rented and common rooms and from the premises of the Studienhaus. The tenant has no right to store his belongings in the house after the end of his term of residence.
7. If the tenant has left his own things without permission when moving out, these will be removed. If they have not been collected within two months after moving out, they will be used for charitable purposes if possible. The enforcement of ownership rights to these items or claims for compensation - particularly the claim for restitution - is excluded after this period has expired.
8. The tenant must, at the latest by the date as stipulated in the contract,
 - a) hand over all keys to the rented and jointly used rooms to the lessor,
 - b) give the lessor his new address and
 - c) provide the bank details required for the repayment of the deposit and other possible credit balances.

§ 6 Data Processing

The tenant agrees that all personal data required for the administration of his tenancy may be stored and processed by the Lessor with the help of computer systems.

§ 7 House Rules, Fire Safety Regulations and Network and Privacy Policy

The tenant certifies that he has taken note of the House Rules, Fire Safety Regulations and Network and Privacy Policy of the Studienhaus, which are part of the tenancy agreement.

§ 8 Signature Authority

The Studieninspektor is authorised to sign on behalf of the association and may sign rental agreements on behalf of the lessor.

City, Date, Signature of Tenant

City, Date, Signature of Lessor