

No official translation

Long-term rental agreement

The Studentenwerk Potsdam, public-law institution, represented by the managing director, represented by an authorised staff member

- hereinafter referred to as the landlady-

and

Mrs/Mr. - Surname, First Name Born on - dd/mm/yyyy
(as identified by the identity card/ passport)

- hereinafter referred to as the tenant

conclude the following rental agreement:

§ 1 Rented property/ Rental purpose

The landlady agrees to rent the following accommodation during the time of the tenant's s course of studies:

Street / House number / Postal Code / City

Kind of accomodation / Room-Number / Description of furniture

The existing rooms and facilities may be jointly used according to their intended purpose and within the scope of the provisions of the house rules. The right of joint use may be altered or revoked by the landlord at any time. These shared rooms are not part of the rental agreement.

Rented furniture is listed on the inventory sheet/handover protocol, which is an integral part of the rental agreement.

§ 2 Rental period

1. The rental agreement commences on **dd/mm/yyyy** - subject to the timely return of the room by the previous tenant or the completion of coordinated building works - and ends on **dd/mm/yyyy (End of the current semester)**.
2. The rental period is automatically extended by one semester, however, it is limited to a period of 8 semesters (four years with regard to the total period of residence in the residential halls of the Studentenwerk Potsdam), that the rental agreement is not terminated by one of the two contracting parties with a notice period of two months prior to the expiry of the respective rental period (at the end of the semester).
3. The tenant acknowledges that there is a legitimate interest in the agreed maximum period of residence due to the fact that surrendering rented rooms in residential halls constitutes an indirect government support. A tacit extension of the rental relationship after the end of the rental period in accordance with § 545 of the German Civil Code (Bürgerliches Gesetzbuch - BGB) is excluded.

§ 3 Rent

1. The gross rent including operational and additional costs is a flat amount:

Rent payable per month xxx,xx EUR

2. The rent as defined in § 5 (1) is to be paid in advance by the 3rd working day of each month at the latest. The tenant undertakes to have the rent defined in § 5 (2) withdrawn from a bank account at a banking institution and to grant the landlady the necessary revocable SEPA direct debit mandate. The tenant has to ensure that the account is balanced with sufficient funds to cover the cash requirements for ongoing monthly payments. The tenant must bear the costs incurred by the Studentenwerk Potsdam for a returned debit note. If an important reason exists, the tenant is entitled to revoke the SEPA direct debit mandate.

Bank details of the Studentenwerk Potsdam

Account holder: Studentenwerk Potsdam
Bank Name: Landesbank Berlin
IBAN: DE90 1005 0000 6607 0192 83
BIC: BE LA DE BE XXX
Reference: 55XXXXXX

The landlady is entitled to re-determine this rent and its individual components pursuant to Section 3 of the general terms and conditions of rental of the Studentenwerk Potsdam.

§ 4 Deposit

The tenant is obliged to pay a deposit of currently **300,00 EUR** as a rent security deposit. In case the deposit has not been paid yet, it immediately becomes due upon the conclusion of the rental agreement.
The deposit will not bear interest.

§5 Use of the surrendered rental property - Right of modification by the landlady

The house rules and the general terms and conditions of rental may subsequently be established or modified by the landlady, provided that this is urgently required for the proper management of the house and it is also reasonable for the tenant. The tenant shall be informed about possible new or modified regulations separately.

§ 6 Integral parts of the agreement

With his signature, the tenant confirms that he has received and taken note of the following annexes to the rental agreement:

1. The following documents are an integral part of the rental agreement:
 - **Annex 01 - General terms and conditions of rental (GTC), in the version dated 01.11.2017**
 - **Annex 02 - General instructions on ventilation and heating**
 - **Annex 03 - House rules in the version dated 04/ 2016**
 - **Annex 04 - Fire protection regulations**

- Signature tenant -

2. The handover protocol is recorded during the handover of the accommodation, signed and handed out.

§ 7 Special provisions

The tenant may obtain access to the Internet, which is subject to payment, and to the university network of the University of Potsdam.

§ 8 Data processing

The tenant agrees to the storage and the processing of such personal data that is necessary for the management of this rental relationship via IT systems.

§ 9 Final provisions

1. Verbal ancillary agreements do not exist. Changes and additions to the contract require the written form. This also applies to the waiver of the written form requirement.
2. The competent court for any disputes arising from this agreement shall be the court within the jurisdiction of which the apartment is located.

Place/Date

Place/ Date

- Landlady -

- Tenant -