

## Model Lease Agreement for Short-Term Tenancy

### Student Housing

Universitätsstraße 16, 50937 Köln

Fax 0049 221 94265-212

VO-Nr.: 639-42-01-05-1

Tenant-Nr.: 6982548

The following Lease Agreement is herewith concluded by and between  
Kölner Studierendenwerk – as the Landlord –  
and **John C. Public**, born **01.07.1995** – as the Tenant:

The Landlord lets to the Tenant the room designated as floor/room/number **07-01-01** in the residence located at **Public St. 7, 50356 Cologne**, for the period between and including **01.03.2023 till 31.03.2023**. In consideration thereof, an "all-inclusive" rent (rent plus utilities) shall be paid in the following monthly amounts:

**€ 295.00** in the year **2023**, plus **€ 30.00** monthly surcharge for short-term tenancy

The first month's rent will be charged pro rata if the rental period is for a specific day.

**1. Scope** – This lease ends, without substitution, on the last day according to the agreed terms (see above). Tenants may move in or out no earlier than on the first or last working day (except Saturday and the day of New Year's Eve) during opening hours of the local residence office, whereby no entitlement to any reduction in rent may be claimed. The Landlord reserves the right to assign a different room where compelling reasons (e.g., renovation/refurbishment, etc.) dictate.

**2. Contractual basis and limitation of residence time** – The premises are let on a **temporary basis** for residential use and specifically as student accommodation. The making available of rented rooms in student residences represents an indirect state subsidy. As the number of places in student residences is limited and as it is the intention that as many students as possible should benefit from state-subsidized housing (as per the **principle of rotation**), the lease term is limited. The Tenant therefore acknowledges that the Landlord has a justified interest in limiting the lease terms as agreed. Any extension of the lease beyond the end date specified above shall therefore be subject to approval under the relevant provisions of KSTW allocation guidelines.

**3. The monthly rent is due and payable on the first day of each month** (date of receipt by KSTW). **The Tenant is obliged to set up a bank or postal giro account for the duration of the tenancy and to grant the landlord a revocable direct debit authorization for this account in the form of a SEPA direct debit mandate in the amount of the payments due from the tenancy.** The Tenant must ensure that the account is sufficiently covered for the amount to be debited. Any costs associated with an unsuccessful debiting attempt shall be borne by the Tenant, as shall be, by way of indemnification, any costs incurred due to a revocation of the direct-debit mandate. In case of **delayed payment**, interest will be charged on the overdue amount at a rate of 5% above the base rate then applied by Deutsche Bundesbank. For any written reminder to be sent to the Tenant for outstanding rent or for an insufficient account balance, the Landlord shall charge a processing fee of **€ 5.00** (administrative fee for delayed payment, see also Lease Terms & Conditions) plus any ancillary costs and cancellation fees associated with the unsuccessful debiting attempt. **The rent is debited on the first day of the month, starting with the XX.XX.XXXX.** If the due date falls on a weekend (Saturday or Sunday) or a public holiday/day of traditional customs (e.g. carnival), the due date is postponed to the following workday.

**4. Lease Terms & Conditions, House Rules and Inventories (inventories/records of the state of the room/apartment created on the days of moving in and moving out) are part of the lease agreement.** The Tenant agrees that the Landlord may use electronic data processing equipment for the requisite administrative purposes associated with his/her tenancy (including accounting/invoicing). Any request for information about the nature of data stored by the Landlord are possible, but subject to payment of any costs associated with the meeting of that request (Data Protection Act).

**Short-term tenants** are exempt from the provisions of section 5 (payment of a security deposit) and section 6 (repair of dilapidations) of the Lease Terms & Conditions and House Rules, but must in turn accept an immediate renovation of the room even during their tenancy period, if a renovation is necessary. In this case, short-time tenants undertake to cooperate fully with the Landlord and waive any right to financial compensation for the duration of the renovation work. **Short-time tenants** are not entitled to any relocation.

**5. No change or amendment hereto shall be valid unless made in writing.**

**6. Ineffectiveness of parts of the agreement** – Should any provisions hereof be ineffective or void, the remainder of this agreement shall nevertheless remain effective. In case of doubt, only the provision(s) in question shall be deemed ineffective.

**7. Place of performance and jurisdiction:** For all legal disputes arising from or in connection with this agreement, the competent court shall be that in whose jurisdiction the respective residence is situated.

Kölner Studierendenwerk

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X **Tenant's** signature