

Lease Contract

Landlord: Chancellor of the
Otto-von-Guericke-University
Universitätsplatz 2

39104 Magdeburg

Tenant:

§1

Object of the lease contract

1. The landlord leaves the apartment located in the International Meeting Center (IBZ), Ernst-Lehmann-Straße 1, 39 106 Magdeburg, to the above mentioned tenant fromth, 20.....
2. In the apartment lease is included:
 - Room(s) with central heating
 - Kitchen
 - Bathroom with shower/ tub
 - Balcony
 - Private Storage
3. The apartment size is m².
4. The apartment is fully furnished and the attached inventory register is automatically part of this contract.
5. The apartment telephone number is **+49/ (0)391/67 – 11 7....**.
Any installment of phone service has to be separately arranged and expenses have to be covered by the tenant. TV cable service is installed and included in the IBZ lease. GEZ (charge for public TV) is in the lease also included (ca. 18,-€ per month).
6. Coin washer and dryers are available in the laundry at the basement area. Their use is available for a fee of 2 Euros. All other public appliances are free of charge. IBZ residents have to follow the applicable instructions and house rules at the laundry.
7. Apartment renters receives keys as followed:

General Key (*apartment/ basement/library/ garbage dump*)
Entrance
Mailbox

§2 Rental period and rent

1. The rental period is starting from

..... 20... and ends in, 20....

After this period the lease agreement expires automatically. No extra cancellation is required to the end of this agreement at the above given date. According to the rental rules of the IBZ the lease agreement cannot be extended and §568 BGB (civil code) cannot be applied after the expiration of this lease agreement. The tenant agrees by signing to the above rules.

2. The lease contract can be extended upon a written application in advance given to the landlord, not later than:

- two (2) weeks
- one (1) month
- three (3) months

before the contract expires, depending on the time period of this lease agreement.

3. The lease contract can be cancel upon a written application in advance given to the landlord, not later than(see §1)

- two (2) weeks
- one (1) month
- three (3) months

before the end of each calendar month.

4. The landlord can cancel the contract without adhering to the deadline,

- if the renter has completed her/his scientific work from the inviting institution,
- if despite consultation, the rental item has been or is used in a way not allowed by the lease (e.g. the apartment is subleased or left to an unauthorized person), or
- if the renter purposely violates her/his obligations in such a way that the landlord cannot be expected to continue the rental relationship.

The legal regulations (§§ 553,554, 554a BGB) are applied in other situations of post deadlines cancelations.

§3 Rent

1. The rent amounts an all-inclusive package for a monthly expense of

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Rental costs were determined in association with the prime costs principle.

The rent has to be transfer to the following account:

Receiver:	Otto-von-Guericke-Universität Magdeburg
Bank:	Deutsche Bundesbank Magdeburg
Account Number:	810 015 02
Bank Code:	810 000 00
Bank International Code (BIC):	MARKDEF1810
International Bank Account Number (IBAN):	DE64 8100 0000 0081 0015 02
Verwendungszweck/ Propose:	12 401, Apartment IBZ #

latest until the third working day of the respective month.

2. Running costs for electricity, heating, water, administration, maintenance, TV, minor repairs, as well as costs for furniture and equipments of the apartments are included.
3. The landlord is entitled to increase the rent, in case running cost are increasing. As a rule the new rent is to be indicated at least six weeks before the end of a quarter in a written form to the landlord.

§4 Use of the Rented Item

1. The tenant is taken the rental item in the condition it has been provided to him. S/he acknowledges to use the furnished apartment and items in a appropriate order.
2. The tenant agrees to live together with other IBZ residents in sense of a trusting community and practice consideration.
3. The tenant agrees to care and keep clean the apartment and furnishings as well in a regular order. Details are determined in the house rules.
4. The tenant may use the apartment only for the agreed contract purposes. Sublease the apartment or a single room is not permitted.
5. It is strictly forbidden to install any kind of TV-receiver or any other equipments or similar equipments at the building of the IBZ.
6. Smoking is not allowed in the apartments and inside the building. The IBZ is a non-smoking area.

7. It is prohibited to keep private washers, fridges and other equipments and furnisners in the apartment without a written approval by the landlord.

§5

Maintenance, Liability for Damages, Security Deposit

1. The landlord signs responsible for minor repairs. Are costs of the repairs due damages for which the tenant is responsible, the tenant must pay.
Lost keys as well as damage or loss of furniture are to be paid by the tenant.
2. Should at the duration of the rental relationship occur damages, or should precautions become necessary to protect the rental item from unpredictable dangers, the tenant is required to notify the landlord, in order to avoid liability for damages.
3. The tenant has to handle all rental items with care, so that they do not become damaged and are not used in an inappropriate way (pipes and electric installations, sanitary facilities, locks, blinds, stove and other furnishings).
4. The tenant will be liable for damages, which occur through violations of the above mentioned stipulations; especially if the supply pipes, drains, toilet installation and heaters, etc are improperly used and the rooms are not sufficiently ventilated, cleaned, heated or protected from frost.
5. The tenant is liable too as for damages that occur through the tenant's relatives, guests, suppliers (deliverers) and workmen, etc.
6. The tenant must take care of damages immediately for which he signs responsible.
7. The tenant is also responsible for regular cleaning of the rental item.

Upon termination of the rental contract, the apartment has to be cleaned as instructed by the landlord. After departure of the tenant the aptmnet will be cleaned by a service company selected by the landlord. Cleaning fees will be announced befor departure and has to be paid by the tenant. ()

The costs for cleaning will assigned according to the amount of work needed to be done.

8. The tenant must pay a security deposit (a monthly rent) to the landlord totaling

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at the beginning of the rental relationship.

The security deposit can be reduced by the landlord upon return of the rental item if:

- a.) Tenants are liable for damages due to missing inventory pieces or keys,
- b.) Tenants are liable for damages that are done to the rental item,
- c.) Landlord claims other reasons.

The security deposit will not gain any interest.

9. The tenant must prove that s/he was not responsible for damage.
10. The security deposit or that which was not set off, will return to the tenant at the end of the rental period after the apartment was handed over to the landlord and after all claims of the landlord have been settled or payments have been transferred to the appointed account named by the landlord.
Shouldn't it be possible to transfer the refund to the former renter, because of missing information about address, account numbers etc. the security deposit expires six months after its maturity.

§6

Maintenance of the Rental Item

The landlord may, without the consent of the tenant, make repairs and structural changes that are necessary for the maintenance of the building, for the aversion of threatening dangers or for the repair of damages.

§7

Entrance of Rented Rooms and Absence

1. The tenant must allow the landlord or the landlord's representatives entrance into the apartment between the times of 9 am and 4 pm
 - in reasonable intervals for the assessment of the condition of the rental item
 - for the duration of the completion of work (maintenance and structural changes to the rental rooms).
2. If the renter will be absent for more than three days, the renter must inform the management of the IBZ.

§8

Termination of Rent

At the time of the termination of rent, the rented rooms with the items mentioned in the inventory list (furnishings, appliances, etc.) and keys have to be returned by the renter or a representative of the renter to the landlord in an orderly condition.

§9

Other Arrangements

1. The renter is expected to promote science through a scientific and cultural exchange of ideas with foreign and German colleagues. S/he is highly requested to take an active part in the related events of the IBZ.
2. The house rules and the inventory list are contained in the attachment 1, 2 and 3 of the lease contract.
3. Changes and additions to this lease contract must be in writing otherwise the legal provisions of the BGB are valid for this rental relationship.

4. This contract is printed in duplicate. The contract partners confirm via signature the receive of an identical contract copy, as well as the attachments 1, 2 and 3.

Landlord

Tenant

Magdeburg,, 20..
Otto-von-Guericke University Magdeburg

Enclosed:

- Inventory Register
- House Regulatios
- Fire Safety Regulations