

## Model Lease Agreement

**Studentisches Wohnen**  
Universitätsstraße 14, 50937 Köln  
**VO-No: 639-42-01-05-1**  
**Tenant-No: 6982548**

form an integral part of the Lease agreement. The Tenant agrees that the Landlord may use electronic data processing equipment for The following Lease Agreement is herewith concluded by and between  
Kölner Studierendenwerk – as the Landlord –  
and **Mr. Fritz Mustermann**, born **25.10.2005** – as the tenant –

The landlord lets to the tenant the room designated as floor/room/number **01-05-1, WG 1.5**, in the residence hall located at **Mustermannstr. 8, 50763 Cologne**, for the period between and including **01.0.42025 till 30.09.2025**. In consideration thereof, an "all-inclusive" rent (rent plus utilities) shall be payed in the following monthly amounts:

**€ 339,00** in the year **2025**

For a day-specific rental period, the first monthly rent will be charged pro rata.

- 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 (excepting Saturday) during opening hours of the local residence office, whereby no entitlement to any reduction in rent may be claimed (refer to clause 1 of the Lease Terms & Conditions). 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 (refer also to Lease Terms & Conditions). The Tenant acknowledges that the Landlord has a justified interest in limiting the lease terms as agreed, with the intention that as many students as possible should benefit from the restricted number of state-subsidized places in residence by application of the **principle of rotation**. 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. Security deposit** – A security deposit of € 300.-- is payable at the time this agreement is concluded. This deposit shall remain at KSTW's disposal, pending final settlement of the lease accounts, for covering any claims arising under the lease agreement. Following such settlement, the deposit shall be refunded if and when it has been established that KSTW holds no further claims against the Tenant; otherwise, it shall initially be offset against any outstanding claims. No interest for the Tenant's benefit shall accrue on the deposit (section 551(3) of the German Civil Code). Instead, any interest revenue shall inure to the benefit of the student housing facilities. **Where security deposits are paid by cheque to be cashed for collection, any fees associated with the crediting of such cheques shall be charged to the lease account. The monthly rent is due and payable on the first day of each month** (date of receipt by KSTW) and will be collected by direct debit by the Landlord for credit to his account IBAN DE53 3102 0500 0000 0000 01, BIC BFSWD E33XXX by Bank für Sozialwirtschaft GmbH Köln.
- 4. It is a mandatory requirement that the Tenant issues a direct-debit mandate for the entire lease term.** In the event of a subsequent revocation of such a mandate, or if at least two attempts to collect thereunder are unsuccessful, the Landlord has the right to terminate the Lease. 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. -- (administrative fee for delayed payment, see also Lease Terms & Conditions) plus any ancillary costs and cancellation fees associated with the unsuccessful debiting attempt.
- 5. Lease Terms & Conditions, House Rules and Inventories of Contents** (schedules of dilapidations drawn up at the start and end of the Lease) the requisite administrative purposes associated with his/her tenancy. The Tenant is entitled to request Information about the nature of stored data from the Landlord, subject to payment of any costs associated with the meeting of that request (Data Protection Act). The Tenant expressly acknowledges and recognizes these contractual provisions once again by placing a separate, second signature on this agreement at the end hereof.
- 6. No change or amendment hereto shall be valid unless made in writing.**
- 7. 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.
- 8. 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  
on behalfe  
date

X Tenant's signature \_\_\_\_\_  
Fritz Mustermann

Landdord