



ROM.HOF

Studentisches Wohnen

The ROM.HOF is a residential complex for student living.

The square, compact building is organised around an inner courtyard. This courtyard is divided into a north and south section by a central building - the *Waschhaus* - that contains communal facilities for use by all residents: the *Waschhaus* common kitchen; launderette with coin-operated washing machines and dryers; and fitness room with an assortment of exercise and recreational equipment. The residents' apartments are located in four "houses" in the wings flanking the courtyard. The stairway is augmented by an elevator for barrier-free access and for transporting household goods and personal effects when moving in or out. Open loggia-like access balconies with natural lighting lead to the courtyards and to the *Waschhaus*, providing horizontal access on each floor. These loggias are - together with the *Waschhaus* (washhouse) - an integral instrument for fostering communication between the residents in the complex.

Echoing many of the buildings still used by the University of Bonn, the ROM.HOF was constructed with exposed brickwork, a feature that also distinctly underscores its intended connection to the extended family of buildings belonging to the University of Bonn.

The complex offers a total of 51 student apartments: 42 two-room apartments and nine one-room apartments, each with its own foyer (and integrated kitchen unit) and bathroom with shower. Each living room is fronted by a "studiolo" that - similarly to a winter garden - is not heated.

This type of housing requires residents to be particularly considerate of their neighbours, not only when in their own unit but also when using the communal facilities that are available to all residents.

Nevertheless, any time a large number of primarily young people reside together, individuals are bound to experience disturbances. Such disturbances are part of the utilisation concept and are accepted as proper usage under the terms of the Lease.

The individual resident's tenancy should not exceed the normal period of time required to complete a degree in his/her selected discipline or a formal vocational training programme.

Lease

Tenant No.: **0741+**

Please cite this number in all correspondence.

Between

MIWO Gesellschaft mbH & Co. KG
Mietwohnungsbau und -verwaltung
in der Region Köln/Bonn
Lotharstr. 106, 53115 Bonn

as Landlord

and 1.

as Tenant

Father:

1 - Object of the Lease

1. The following is leased as accommodation in the building at Siemensstraße 144 in Bonn:
 room ...in the two-room apartment No. along with the joint use of the shared areas
 the one-room apartment
 the two-room apartment
2. The floor area is agreed as m². The following is agreed for calculating the aforementioned floor area:
3. The floor area will be determined in accordance with the *Wohnflächenverordnung* (ordinance governing the calculation of residential floor area).
4. When one room in a two-room apartment is leased, one half of the floor area of the bath and kitchen/hall will be allocated to that room, irrespective of the size of the room.
5. The areas in the *Waschhaus* that are available for joint use will be allocated to the floor area of the individual unit in the rental object on the basis of the ratio of the floor area of the individual unit to the total floor area. Based on this, the share of the communal areas is
1.6 m² for one-room apartments,
2.55 m² for small two-room apartments,
2.60 m² for standard-sized two-room apartments,
2.75 m² for large two-room apartments.
6. When one room is rented in a two-room apartment, it is allocated one half of the apartment's share of the communal areas, irrespective of its size.
7. The following are available for joint use:
 - the communal kitchen in the basement of the *Waschhaus*;

- the washing machines and dryers on the ground floor of the *Waschhaus*;
 - the fitness room on the second floor of the *Waschhaus*;
 - the inner courtyards.
8. The Landlord reserves the right to regulate the use of the facilities which have been made available for communal use, change the type and extent of the use of the communal facilities, or cease offering them altogether.
9. A

resident advisory board

will be set up to regulate life together in the residential complex.

The resident advisory board shall serve as a forum for discussing matters concerning life together in the complex and to settle problems between residents.

All residents of the complex are called upon to assist the work of the resident advisory board.

The resident advisory board meets as circumstances require and announcements of meetings will be posted on the bulletin board.

In the case of a dispute between residents and the Landlord, the resident advisory board is to deal with the matter in the first instance.

2 - Term of the Lease

1. The Lease will commence on **dd/mm/yyyy** insofar as the room is ready for occupancy.

3 - Rent and advance payment for operating costs (monthly)

Basic rent	€ 0.00
Advance payment for heating costs	€ 0.00
Flat charge for operating costs	€ 0.00
Additional charge for furnishings and furniture	€ 0.00
Total payment	<u>€ 0.00</u>

1. The heating and warm water costs will be settled on an annual basis in accordance with the provisions of the *Heizkostenverordnung* (Heating Costs Ordinance). Seventy per cent of these costs will be apportioned based on consumption and 30% based on floor area. The Landlord is entitled to change the billing cycle and the allocation formula, subject to prior notice.
2. The basic rent to be borne by the Tenant is calculated on the basis of the ratio of the floor area of his/her room to the total floor area. The heating and warm water costs for the facilities that are available for communal use will also be allocated according to the formula.
3. The Tenant will bear the costs for the electricity consumed in the room/apartment based on a contract that is to be concluded directly with an electricity supplier.

4 - Payment of the rent

The full rent is to be paid in advance by the third day of the month. The Tenant grants the Landlord permission to debit the receivables under the Lease from his/her

Account No.IBAN.....

Bank routing No.

.....BIC.....

at

When the direct debit is not honoured, the Tenant is obliged to pay the arrears immediately. The Tenant will bear the return fees.

5 - Taking occupancy of the room and use of the room

1. The Tenant takes occupancy of the rented rooms in their current condition which is known to him. A joint *Übergabeprotokol* (property inspection report) will be drawn up, detailing the apartment's condition and fixtures upon handover of the unit.
2. The Tenant may use the apartment only for the contractually agreed purpose.
3. The Tenant must clean the apartment properly and handle it with care. The linoleum flooring must be cleaned according to the attached care instructions.
4. The Tenant is obliged to heat and air his/her rooms sufficiently (see Annex).
5. It is prohibited to put nails, screws, hooks and similar objects into the woodwork or tiled walls.

6 - Structural alterations - repairs and improvements by the Tenant

1. The Tenant may not undertake any alterations or improvements; nails, screws and other fastenings may not be anchored in the woodwork. The Tenant is liable irrespective of fault for all damages incurred and for compliance with all rules and official instructions. At the Landlord's request, the Tenant must immediately remove changes undertaken without the Landlord's written permission and restore the previous condition.
2. It is prohibited to paint the walls, ceiling or woodwork.

7 - Structural alterations and repairs by the Landlord

1. The Landlord may, including without the Tenant's consent, undertake repairs, structural alterations or the installation of fittings which are suitable for maintaining the building or the rented rooms or averting imminent danger or repairing damage.
2. The statutory provisions apply with regard to modernisation and other measures that improve the value of the property.
3. The Tenant must make the rooms concerned accessible and may not hinder or delay the performance of the work. If necessary, the Tenant must cooperate with the performance of the work. The Landlord is obliged to have the work carried out quickly.

8 - Subletting

Without the Landlord's prior written consent, the Tenant is not entitled to sublet the rented rooms, use them for some other purpose or accommodate third persons on a continuous basis.

9 - Access to the rented rooms

1. Subject to prior notice, the Landlord or his agent may inspect the rented rooms or have them inspected at a reasonable time of day. The rented rooms may be entered at any time in the event of imminent danger.
2. If the apartment remains unattended when the Tenant is absent for a longer period, the Tenant must deposit the keys so that they are available to the Landlord; otherwise the Landlord is entitled in emergencies to have the apartment opened at the Tenant's expense.
3. If the Lease has been terminated or the Landlord wants to sell the property, interested parties he has specified may also enter the rented rooms at a reasonable time of day.

10 - House Rules

1. The attached House Rules are part of this Lease (see Annex 1).
2. When required in order to properly manage and run the building and its facilities, the Landlord is entitled, with due consideration given to the interests of the Tenant, to change the House Rules and the Terms of Use. The Tenant is to be notified in writing of any changes.
3. The Tenant must observe the provisions of the House Rules and ensure that members of his/her household and visitors also observe them.

11 - Return of the rented rooms

The rented rooms are to be returned in a clean condition and free of any defects for which the Tenant is responsible. Holes in the walls or ceiling are to be filled. When the Tenant does not meet these obligations, the Landlord is entitled, after issuing a written warning and setting a deadline, to open and clean the rented rooms and have new locks installed, all at the Tenant's expense.

12 - Changes to the Lease

1. Verbal subsidiary agreements have not been made.
2. Amendments and supplements to this Lease must be made in writing.
3. Should part of this Lease be invalid, this shall not affect the remaining provisions thereof.

13 - Deposit

The Landlord requires the Tenant to submit an irrevocable, unlimited and absolute guarantee in the amount of three months' basic rent as security for his claims under this Lease.

14 - Other agreements

The Tenant(s) made a voluntary disclosure to the Landlord on **dd/mm/yyyy**. The information from this disclosure provides the basis for the conclusion of this Lease. The following annexes are part of the Lease and are printed below or have been provided to the Tenant:

- Annex 1: House Rules
- Annex 2: The Correct Way to Heat and Air
- Annex 3: Care Instructions
- Annex 4: Renovation Agreement

Bonn, **dd/mm/yyyy**

Tenant:

Landlord:

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.....

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(Father / Mother)

House Rules for the Romanischer Hof, Siemensstraße 144 in 53121 Bonn

The House Rules are part of the Lease (clause 10).

The ROM.Hof concept attaches great importance to communal living and to high-quality, up-market communal rooms.

Communal living requires all residents to be considerate of one another. This especially applies to avoiding noise (particular care must be taken between 10 p.m. and 6 a.m.).

Communal rooms

All residents are responsible for keeping the communal rooms in a clean and tidy condition; this responsibility also applies to the conduct of the residents' guests.

After each use, the communal rooms are to be left in a clean condition and no refuse is to be left behind. The Terms of Use and the operating instructions are to be followed.

Bicycle room

Bicycles must be locked and parked in the designated storage room. Bicycles may not be kept in the rooms, hallways or communal areas.

Waste disposal room

Special attention is to be paid to waste sorting and to keeping the waste disposal room clean.

Stairwell

Building entrances, stairways and hallways are emergency escape routes. For this reason, objects are not to be left in these areas due to the risk of accidents and obstruction they present.

The residents are liable for any damages arising from failure to comply with these instructions.

In order to avoid accidents, we request that you inform the building custodian immediately when the stairwell lighting does not work.

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(Tenant)

Important information

Dear Tenant,

We recommend that you take out household contents insurance.

In the event of damage, be it due to burglary, fire or water, our **building insurance** does **not** cover your belongings in the apartment, basement or in the communal areas. Claims that can be settled under building insurance are limited to damages that occur to the building. Likewise, building insurance does not assume hotel costs in the event that your apartment is not fit for occupation.

Your **property** can be insured only through your own **household contents insurance**. And only this insurance compensates for such damages.

We also recommend that you take out **personal liability insurance**.

Your Landlord