

Home in Berlin

An institution of the Bürgermeister-Reuter-Stiftung

Lease of an apartment / room for temporary occupation

contract number: xxx.x.xxxxxx.xxx

Bürgermeister-Reuter-Stiftung
Marburger Str. 10
10789 Berlin
Creditors ID DE0724500000383090

- Landlord –

Has a binding contract with

1. Tenant

First name Last name

Apprenticeship

name of the university

and the

2. Tenant

First name Last name ***only for double apartments**

Apprenticeship

name of the university ***only for double apartments**

- Tenant(s) –

The following tenancy agreement starting TT.MM.JJJJ provides the tenant (s) apartment/room N°. xxxxxx for temporary use.

§ 1 Rental property and contractual components

(1)The fully furnished apartment/room is rented for temporary use and is located in the object

xxxxxxxxxxxx

These premises are to be utilized solely for the purpose of residential accommodation only.

The apartment/room is located in a dormitory which is otherwise used for student housing, which is managed according to the occupancy guideline for student residences of the Bürgermeister-Reuter-Stiftung and only in the exceptions regulated in the directive, which do not affect the existing rotation principle for the supply of student housing , generally a rental for temporary use. The allocation guideline is under www.home-in-berlin.de | allocation policy published.

Furthermore, in the specific case, the intended short duration of the tenancy results from the following special circumstances:

***Fixed-term contracts are generally offered to:**

- Interns
- Language students
- Students who are about to complete their studies in Berlin
- Exchange students
- Tenants who booked their reservation through external platforms

(2)The proof of the right of residence is in an appropriate form (e.g. by submission of a current certificate school / training certificate for a maximum of one semester / half-year or a certificate of doctoral student activity in the original) unsolicited latest 3 weeks after arrival or to provide after expiry of the pre-certificate.

(3) The condition of the apartment/rooms, furniture and other equipment are detailed in an inventory before the conclusion of a contract.

(4) The lessor also provides the tenant (s) with all facilities which are available for the use of all tenants in the property.

(5) Occupation of the apartment/room is only allowed by the person/s listed in the contract.

(6) Components of the contract are:

1. The general terms and conditions of contract (AVB) for the apartment complexes of the Bürgermeister-Reuter-Stiftung signed by the landlord and the tenant / tenants at the same time as this contract the tenant hereby agrees to accept (Annex 1)
2. The inspection record of the apartment/room created before the conclusion of this contract, signed by the renter and a representative of the landlady, which records the condition of the leased property immediately prior to the rental period (Annex 2)
3. The house rules published in the notice of the apartment complex and the homepage (Annex 3)

§ 2 Rental period

(1) The tenancy starts the TT.MM.JJJJ.

(2) The rental contract ceases without any notice given and the expiry of the rental contract on TT.MM.JJJJ.

* Unlike a lease without a fixed end date (Option A), the end date of this lease is set in stone. If you wish to renew the lease, please contact the leasing office.

(3) If the last day of the contract falls on a Sunday, the rental object shall be handed over to the Lessor on the Saturday prior to the Sunday. If the last contract day falls on a public holiday, the rental object shall be handed over to the Lessor on the working day preceding the public holiday. Saturdays are regarded as working days. § 193 BGB does not apply in this respect.

(4) Reference is made to the return time specified in No. 13 (8) of the General Terms and Conditions of Contract (AVB). This shall also apply in the case of paragraph 3.

§ 3 Rent and utilities

(1) The monthly rent is: EUR xxx,00

*Please note that we charge an all-inclusive rental rate (excluding the TV license fee). You can view the exact rental amount on the booking page.

Included in the rent are:

1. The use of the leased property according to § 1.
2. The general operating costs according to the current operating cost regulation.
3. The heating, hot water, and electricity costs.
4. The shared use of community facilities and amenities, with the exception of the laundry center and, if present, the sports and leisure facilities, The use of which, a special user charge is levied by the operators in accordance with the respective conditions of use.
5. The washing of the curtains.
6. The cosmetic repairs, as and when they become necessary as a result of contractual use of the leased property by the lessee.
7. The change of linen once a month.

(2) In addition to the rent, the following are paid monthly for:

a) the extra night of children EUR xxx,00

*We charge an additional fee of 10 euros for each child moving in, due to potentially higher utility costs. If you are moving in with children, please contact the rental office.

(3) The monthly total rent in accordance with numbers 1 and 2 is thus, at the time of conclusion of the contract:

EUR xxx,00

(4) The rental payment is generally made in accordance with No. 4 of the General Terms and Conditions (GCI).

(5) The lessee may pay staff of the landlord in cash only in exceptional cases. This applies only if they are authorized in writing to receive the rent and prove this to the lessee.

(6) The rent is to enable a cost-covering management of the premises. It can therefore be increased if this is no longer guaranteed. The landlord can increase the rent by a declaration in text or in writing. The renter owes the new rent at the beginning of the second month after receipt of the rent increase notification.

§ 4 Rental security

(1) The tenant has a security deposit which is payable at the beginning of the tenancy for the fulfillment of the tenant obligations for the tenancy

EUR xxxx,00

*The security deposit is equal to two months' rent

to the following account:

Bürgermeister-Reuter-Stiftung
Bank für Sozialwirtschaft
International Bank Account Number (IBAN):
Bank Identifier Code (BIC):

*Payments for the reservation are made digitally via the links in the confirmation email. If you prefer to make a manual bank transfer, please contact the rental department.

(2) The statutory provisions of § 551 BGB apply. In accordance with § 551 BGB (3) sentence 5 no interest is paid on the deposit. The deposit may be raised during the rental period up to the legally permitted amount of three months' rent.

(3) In the case of transfers, any applicable bank charges are to be borne by the lessee. This applies in particular to transfers from abroad and remittances abroad. The lessee must request the costs of the executing bank, and take the charges into account in the transfer.

(4) At the end of the contract if there are no claims by the lessor from the tenancy, the surrender of the security takes place within a reasonable period of time, at the earliest 9 weeks after termination of the tenancy. If the lessor is entitled to any claims for rent or damages that the lessee has not paid, these claims will be deducted from the security deposit within 6 months at the end of the contract.

(5) The renter must pay the rent in full until the end of the contract. A settlement with the rent security is generally not permitted.

§ 5 Right of residence / use of the apartment / room

(1) The sub-letting or other transfer of use of the leased property to third parties is not permitted. Rented apartments/rooms are for temporary use only.

(2) The lessee may conclude separate agreements with service companies regarding necessary services, e.g. weekly service cleaning and weekly change of bed linen. The Lessor shall provide the relevant contact details for service companies already active in the property.

§ 6 Termination of the lease / termination

(1) The rental agreement is subject to the special provision in accordance with Section 549 (2) (1) BGB.

2) Ordinary termination is excluded during the first 6 months of the tenancy. After expiry of 6 months, the tenancy, regardless of the agreed rental period, with a period of 6 weeks to 15 or end of a month can be terminated. The termination must be in writing.

* The minimum term of the contract is 6 months. Example: If your contract begins on April 1, 2026, it can be terminated no earlier than September 30, 2026.

(3) The landlord is further entitled to terminate the tenancy without notice if there are good causes in accordance with § 543 BGB. An important reason is in particular to be accepted when

- the tenant is in arrears with the payment of two consecutive monthly rents or a rent arrears amounting to two months' rent exists
- the renter relinquishes the use of the leased property to third parties in whole or in part without the landlord's consent or otherwise behaves in breach of contract
- the tenant disturbs the peace of the house and the continuation of the lease has become unacceptable
- the proofs for the housing entitlement in a suitable form (current enrollment certificate) could not be presented in due time.

(4) The provision of § 545 BGB, according to which the tenancy extends indefinitely, if the tenant without objection continues the use of the leased property after the expiry of the rental period, is excluded.

§ 7 Duties of the tenant

(1) The lessee undertakes to treat the leased property and shared spaces and facilities, in particular the furniture provided for use, with care and to clean them regularly. Defects and damage to the rental property and the facilities must be reported to the lessor immediately.

(2) The lessee must ensure that the rented premises are kept free of vermin. Food should be kept in a closed place or properly disposed of. The renter must notify the landlord of any detected pest infestation without delay. For all damage caused by the lessee's omissions, such as B. by late notification of a pest infestation or lack of participation in the measures initiated by the landlord, arise, the lessee is liable.

(3) Corridors, staircases and balconies must always be accessible as escape routes in the interests of fire safety. The lessor is entitled to remove objects that obstruct these escape routes at the expense of the renter.

(4) If the rental property has a broadband cable connection of a network operator and the tenant for access to the Internet/telephone and TV/radio reception a router or other technical devices are provided, any faults and damage, report without delay to the network operator. For this the tenant receives from the landlord the necessary contact data. Repairs may only be carried out by the service personnel of the network operator. Interventions of the renter or a third party in facilities of the broadband cable system are not permitted.

§ 8 Several persons as tenants

(1) Several persons as tenants are liable to the landlord as joint and several debtors for the fulfillment of all rental obligations. The tenants hereby mutually undertake to submit and receive explanations. All existing provisions for the tenancy generally apply to each tenant.

(2) The repayment of the deposit upon termination of the lease shall be made to the tenant named in the rental agreement in the first place. The deposit will only be refunded to another if it is named in writing to the landlord by all tenants present at the end of the lease.

(3) The tenancy can only be terminated by all tenants of the residential unit. If one of the tenants is obliged to terminate the contract, the obligation to terminate shall apply to all tenants. The landlord is entitled to terminate the tenancy with respect to all tenants, even if the reason for termination of one tenant is responsible.

§ 9 Choice of court agreement

Specifically, in the event that the party to be sued in the lawsuit has moved their domicile or habitual residence out of the scope of this Act or the residence or habitual residence at the time the action is not known, the parties agree that the place of jurisdiction is Berlin.

§ 10 Written form clause and severability clause

(1) Amendments to this contract must be made in writing in order to be valid. This also applies to the waiver of the written form itself.

(2) Should one of the provisions of this contract be invalid, the remaining clauses remain unaffected. In addition, it is agreed that this ineffective clause will be replaced by one that economically approximates the original underlying purpose of this Agreement

This lease agreement has been translated into English language for tenants who do not have a good command of the German language and merely provides a better understanding of the content of the lease agreement. Please note, that the version of this lease agreement in English is non-binding.

The contracting parties agree that only the German version of the lease agreement is binding for their legal relationship. German law is to be applied in all cases of disputes about the tenancy.

Annexes:

Annex 1 AVB for apartment complexes of the Bürgermeister-Reuter-Stiftung

**General Terms of Contract (GCI) for the apartment complexes of the
Bürgermeister-Reuter-Stiftung
in the version of 04.12.2025**

The general terms and conditions refer to the booked and rented apartments / rooms of the Bürgermeister-Reuter-Stiftung.

1. Purpose of use

- (1) The apartments and rooms of the Bürgermeister-Reuter-Stiftung are fully furnished and equipped and are rented out to students for a limited period of time.
- (2) The renter is prohibited from using the rented premises for purposes other than those agreed in § 1 (1) of the Rental Agreement.
- (3) Sub-letting is strictly prohibited. The inclusion of visitors that lasts more than 2 nights, the landlady, usually the customer service representative on site / property manager, to display and entitle the landlord to levy a reasonable surcharge for the increased consumption costs (water, electricity, etc.).

2. Reservation of apartments / rooms as well as cancellations

- (1) The reservation is generally online at www.home-in-berlin.de. This reservation is initially not binding.
- (2) Upon confirmation of the reservation by the Bürgermeister-Reuter-Stiftung, the prospective tenant receives a notification about the amount of the security deposit to be paid (deposit) as well as the amount of the first month's rent.
- (3) By transferring the amounts due by the prospective tenant by the specified date, a binding reservation of the apartment / room is made.
- (4) Cancellations of the reservation are possible free of charge until the scheduled start of the contract. Amounts already transferred for deposit and first rent will be refunded to the prospective tenant after notification of the recipient account. Any transaction fees charged for the return transfer must be paid by the prospective tenant.

3. Disruptions to the services of utilities and multimedia services / cable operators

- (1) The supply of electricity, gas, water and district heating shall be subject to the general terms of supply of the utilities. The liability limitations of the utilities contained therein apply to the tenant to the same extent as to the landlord.
- (2) The lessor is not liable for interruptions that are attributable to the utility company and in the event of which the lessor can not be accused of intent or gross negligence. The same applies to floods and other disasters, damage caused by fire, storm, strike, riot, force majeure and the like.
- (3) The lessor is also not liable for interruptions or disturbances of the TV / Radio reception and the Internet / Telephone connection, if such disruptions and interruptions are to be answered by a third party (multimedia service / cable network operator).

4. Rental payment / debit authorization

- (1) The rental payment is made in the SEPA basic direct debit procedure - by leasing at the latest on the 3rd working day of the respective month - from the specified bank account of the renter. With this agreement, the renter grants the landlord a direct debit authorization for his specified bank account. If the tenant cannot name a bank account for the collection of the rent at the time of conclusion of the contract, he undertakes to grant the landlord a direct debit authorization at the latest by the start of the lease. In the event of an account change, the renter must inform the lessor and issue a new direct debit authorization.
- (2) In the case of participation in the direct debit procedure, the hirer must bear the costs of non-redeemed direct debits calculated by the lessee from the lessee's financial institution. In case of default of payment, the lessor is entitled to assert the statutory default interest and for each written reminder 5.00 EUR lump-sum running costs. These running costs are a flat-rate claim for damages. The renter reserves the proof that a lower damage has occurred.

(3) In exceptional cases, the rent can be transferred monthly in advance, no later than the third working day of each month, cashless and free of charge to the landlord's bank account.

(4) In order for the rental to arrive with the landlord with the correct assignment and on time, the tenant must - if the rent is not collected by direct debit – provide the contract number (see 1st page of the lease) and give his name in full on the remittance slip. Transfers are to be made to the following bank account:

**Bürgermeister-Reuter-Stiftung
Bank für Sozialwirtschaft**

International Bank Account Number (IBAN):

xxx

Bank Identifier Code (BIC):

xxx

*Payments for the reservation are made digitally via the links in the confirmation email. If you prefer to make a manual bank transfer, please contact the rental department.

5. Transfer of the rented property / key handover

(1) A written inspection record will be included before concluding the rental contract and the tenant moving into the apartment / room. In the inspection inventory, the condition of the leased property and any damage to fixtures and fittings are recorded. The protocol must be signed by the renter and a representative of the landlord. This protocol is attached to the lease to be concluded.

(2) After signing the lease, the renter will receive the keys of the apartment / room. The key handover must be documented in a log.

(3) If the tenant moves in by depositing the keys in the key vault or by the concierge, the renter is obligated to make an official inspection with a signature of the landlord on the next working day with the landlady's representative, usually the local customer / property manager Confirmation of receipt of the keys. For the rest, the further procedure then depends on para. 1.

6. Maintenance of the leased property / key loss

(1) The lessee must treat the apartment / rooms and facilities intended for joint use with care. He must ensure adequate ventilation and heating of all rooms provided to him.

(2) When returning the leased property, the tenant shall prepare the rooms in such a way that a new lease without objection is possible. This is controlled by the landlord through an agreed pre-inspection.

(3) In the interests of maintaining the indoor climate and, in particular, preventing the formation of mold in the rented premises, washing and drying in the living areas is generally prohibited. For this purpose, the existing laundry center can be used.

(4) The lessee is prohibited from passing on keys to unauthorized persons. The loss of one or all keys must be reported to the lessor immediately. The costs for the removal of the lock and the procurement of spare keys as well as any necessary repairs shall be borne by the renter insofar as he is responsible for the loss. If it is a locking system this must be completely replaced due to the loss of keys for security reasons, the renter bears the resulting costs.

(5) The renter is forbidden to make or have keys made, to change locks, to attach locks or name badges.

(6) The tenant is prohibited from connecting and/or storing devices with a capacity of more than 5 Ah in the apartments/rooms, such as charging bicycle batteries, using radiant heaters, hotplates and similar devices in order to avoid overvoltage of the electrical system.

7. Enter the leased property by the landlady

(1) Representatives of the landlord may enter the leased property at a reasonable time of day, in justified cases, in particular in case of removal of defects or renovation and repair work as well as to fulfill other contractual obligations towards the lessee, after timely notification to the lessee. The landlord or the person commissioned by her is also allowed to enter the leased property after timely announcement, if this is necessary for the maintenance and / or improvement of the operation of the entire property. The same applies in particular to the service personnel of business partners of the lessor, e.g. Broadband cable operators or third parties commissioned by business partners of the lessor.

(2) The renter is further obligated to give the landlord, the owner or his representative and - in case of intentional sale of the property - potential buyers the right to access the leased property on the days Monday to Friday in the time of 9.00 am until 7 pm.

- (3) If the renter denies access to the leased property, he is liable for the damage resulting therefrom.
- (4) In case of imminent danger or malfunctions in the supply facilities or safety-related facilities, the lessor may also enter the leased property through at least two persons in the absence of the lessee without prior notice. This also applies to necessary pest control measures.
- (5) The tenant agrees, as per the landlady's request, for a preview of the property to take place before the contract ends and the keys to be returned. If the tenant refuses they are liable for the resulting expenses.

8. Liability of the contracting parties

- 1) The lessee is liable for damages which he or a person staying on his behalf caused by breach of due diligence and disclosure obligations. The renter is especially liable for damages and unauthorized interference with technical equipment. He is also liable for damage to the rental property, provided that these are due to the exceeding of the limits of contractual use.
- (2) No warranty liability of the lessor: The strict warranty liability of the lessor due to initially existing de-fects pursuant to § 536 a para. 1 1st alt. BGB is excluded, unless the defect was fraudulently concealed.
- (3) The Lessor shall only be liable for damages if it or its vicarious agents are responsible for the causes due to intent or gross negligence, unless the Lessor has to pay damages due to personal injury (injury to life, body, health) or breach of a primary obligation. The legal burden of proof is not affected by this.
- (4) The tenant is recommended to take out a household insurance.

9. Necessary acts of the tenant

(1) In consideration of the totality of the tenants and in the interest of a proper management of the leased property, the landlord's consent is required if the lessee

- a) ... wants to keep animals.

The keeping of dogs and cats is prohibited. For the keeping of other animals, with the exception of ornamental birds and ornamental fish or small animals such as hamsters and guinea pigs (provided they are kept appropriate to the species), a written permission of the landlady must be obtained. This also applies to the short-term uptake of animals. A possible charge may be incurred to the renter if special cleaning is required.

b) ...wants to make remodeling, attachments and installations as well as installations that alter the leased property, facilities, furniture or facilities.

- c) ... would like to do cosmetic repairs.

- d) ... set up or operate additional furniture or equipment in the apartment / room.

Permits for this can in principle only be given by way of exception, on a reasonable request. In this case, the application must be accompanied by an original photo of the additional equipment to be approved. All private additional equipment must be removed during the move itself.

- (2) Agreed consents can be revoked.

10. Antenna installations, radio and television reception

(1) If there is a connection for a shared antenna or the broadband cable network in the rented premises, the renter may only use terminals and connection lines approved by the manufacturer or owner of the system. No changes may be made to existing connections. Additional outlets to the community antenna system or to the broadband cable network may not be installed.

(2) As far as there are no antenna or cable connections in the rented rooms, receivers may only be operated with indoor antenna. The use of radio antennas requires the prior written consent.

(3) If the landlord makes available a TV set including the required connection line in the rented premises, only this receiving device must be used at this connection.

(4) The statutory broadcasting fee is not included in the agreed rent. The renter has to make his own registration with the contribution service of ARD, ZDF and Deutschlandradio and pay the due fee directly to this institution.

11. Content consideration

- (1) Every disturbance of the peace is to be avoided. The use of radio and television sets has to be done in volume. Musical instruments must not be used at a volume that is capable of objectively disturbing uninvolved persons. Noise in the stairwell and the slamming of doors are to be avoided.
- (2) On working days between 8 pm and 7 am and all day on Sundays and public holidays it is forbidden to cause any noise. In addition, on working days between 1 pm and 3 pm noise should be avoided.
- (3) The playing of instruments is strictly forbidden during the period from 1 pm to 3 pm and between 7 pm and 8 am.

12. Using the parking place

- (1) The renter may use the general, not individually rented parking spaces of the landlord - they may use the parking spaces of the respective building for their police registered vehicles. The lessor may remove vehicles that are not officially approved at the expense of the respective owner or tenant.
- (2) The landlord is not liable for damage or for the loss of vehicles, accessories or things that are stored in the vehicles, as well as for damages that occur when entering or using the car park - even in the case of ice or snow.

13. Return of the rental property / execution of the final cleaning

- (1) The renter is obliged to hand over the rental property to the lessor at the end of the contract in the proper condition that corresponds to the contractual use. In particular, the tenant must do the following cleaning work before returning the rental object:

Cleaning and cleaning of cabinets, windows and doors (including frames), bathroom and kitchen equipment including the refrigerator, stove and sanitary equipment, as well as tiles, floors, ventilation screens, lamps and radiators.

- (2) The landlord is entitled to deduct a cleaning fee of 150.00 euros from the deposit for the soiling, which goes beyond the contractual use of the leased property.
- (3) If the lessor arranges a pre-inspection before returning the rental property and makes a protocol for this purpose, then this exclusively serves internal purposes without legal liability for the tenant. In addition, it should make it possible to inform the renter early on such defects, which he must eliminate in any case until the move-out date. The pre-inspection protocol does not stipulate the contractual condition and does not restrict the landlord's claim to the execution of the works listed in this protocol. The tenant can therefore not expect completeness of the defect information. He also owes the elimination of deficiencies that are not listed in the minutes.
- (4) In the absence of leased items or if they are damaged, the lessor is entitled, without setting a deadline, to replace or repair these items at the expense of the lessee.
- (5) If the tenant has changed the leased property, the original condition must be restored at the latest on return. If the tenant has left behind items after the return of the rental property brought by him, the landlord is entitled to dispose of them at the expense of the tenant.
- (6) At the end of the contract, the hirer must return all keys, including those he himself obtained, contrary to the contract. If this is omitted, the lessor is entitled, after previous unsuccessful requests with a deadline date, to install a new locking system at the expense of the renter.
- (7) Further claims for damages of the lessor remain unaffected.
- (8) The leased property must be handed over to the landlord by 10.00 am at the latest on the last day of the contract.

14. Data protection

The lessee gives his consent that his personal data collected by the landlord according to Art. 6 (1) a) European Data Protection Regulation (GDPR) for the purpose of business processing of the ten-ancy and for the purpose of managing the object, mechanically lifted, stored, used and transmitted. In particular, it hereby gives its consent to the landlord transferring the collected personal data to its service partners, which has commissioned them with partial services for the management of the property and / or the provision of the services offered for the tenant. These include the postal delivery service, such as Deutsche Post AG and PIN AG.