

Fixed Term Lease Agreement for a Student Apartment

Part A

1. The Parties

Landlord: ST Potsdam S.á.r.l.
51, Boulevard Grande-Duchesse Charlotte, SeedBox Business Center, L-1331
Luxembourg

Tenant 1:



Tenant 2: -

Tenant 1 and Tenant 2 are joint debtors and are also referred to collectively as the "Tenant".

2. Leased Object

Leased object: The object to be leased is an apartment consisting of one room

- ☐ 1 room (22.37 sq.m) ☐ living/kitchen area ☐ bathroom with shower and toilet ☐ apartment no. 

in the student residence SeedCamp Potsdam

in building House 4 on the Second Floor.

Use: The Tenant shall use the leased object for residential purposes (as a student apartment) only.

3. Duration of the Lease

Commencement: The lease starts on 01.04.2021.

Termination: The lease ends on 30.09.2021. Ordinary termination of the agreement prior to the end of the agreed contract term is excluded. The right to extraordinary termination within the statutory time limits shall remain unaffected by the provisions of this section. A termination notice must be in writing. The decisive factor for whether the termination notice is timely or not is not the date on which the termination notice is sent, but the date on which the notice is received.

4. Rent and Payment of Rent

Rent: The monthly rent is all-inclusive, it amounts to EUR 800.00 monthly and includes all operating costs, particularly

- all costs in accordance with § 2 of the operating cost regulation, as well as

- for heating and water, as well as
- for electricity and Internet connection for up to four devices.

Payment: The all-inclusive rent must be paid in advance no later than the third business day of each month, postage paid for and free of charge, to the following bank account of the Landlord at Société Générale, referencing the lease contract number:

IBAN: DE19512108001095032802
 BIC: SOGEDEFF
 Name of the bank: Société Générale
 Address: Neue Mainzer Straße 46-50 , 60311 Frankfurt am Main

The monthly rent including the monthly operating cost flat rate is EUR 800.00 **total**.

5. Rent Security

For the fulfillment of all obligations out of this agreement the Tenant must pay the Landlord a deposit as a security totaling one month's all-inclusive rent for the apartment, amounting to EUR 1,680.00.

The security shall be provided

- ☐ in form of a deposit. Should the Landlord pay the deposit into an interest-bearing account, the interest will increase the security deposit.

6. Approval of the collection, processing and utilisation of personal data

The Tenant agrees that the following personal data (first name and surname, date of birth, address, telephone number, bank account number, Schufa information, credit check, bank details, declaration of surety, SEPA direct debit, communication via post or e-mail with the landlord, proof of income, number of persons living in the apartment, readings of electricity, water, gas, data and service costs statement) will be collected, processed and used to perform the lease agreement as well as passed on or transferred to an external reading company and property management to use the personal data to perform the rental agreement. The consent will also apply to those personal data received upon entering into this lease agreement. On termination of this lease agreement, the duration of the data retention lasts until the security deposit is refunded and the final settlement of the ancillary costs unless otherwise provided under statutory law or unless not precluded by a litigation between the Tenant and the Landlord. The Tenant has the right to withdraw his consent by e-mail to the Landlord or the right to erase the personal data with effect for the future at any time if the personal data is not necessary to establish, perform or terminate the lease agreement. The Tenant has the right to obtain from the Landlord information as to whether or not personal data concerning him are being processed or not. The Tenant has the right to obtain from the Landlord the rectification of inaccurate personal data. The Tenant has taken note of the content of the data protection declaration Annex 2.

7. Parts of the Lease Agreement

This lease agreement consists of this agreement (**Part A**) including **Annex 1 and 2** as well as **Part B** (Other Agreements).

8. Revocation policy

Right of revocation You have the right to revoke this contract within fourteen days without giving reasons. The revocation period is fourteen days from receipt of initial payment.

In order to exercise your right of revocation, you must inform ST Potsdam S.à.r.l., 51, Boulevard Grande-Duchesse Charlotte, SeedBox Business Center, L-1331 Luxembourg, potsdam@basecampstudent.com of your decision to revoke this

contract by means of a clear statement (e.g. a letter sent by post, fax or e-mail). For this purpose you may use the attached revocation sample; however the use of this sample is not mandatory.

You may also complete and submit the revocation sample or other clear statement electronically on our website www.basecampstudent.com. If you make use of this option, we will immediately (e.g. by e-mail) send you a corresponding confirmation letter.

In order to comply with the revocation term, it is sufficient that you notify us of the exercise of the right of revocation before the end of the revocation period.

**Consequences
of revocation**

If you revoke this contract, we will refund all payments received except the admin fee. The admin fee is non-refundable. Refunds will be processed within 14 business days of receipt of notification of your revocation. For this repayment, we will use the same means of payment that you used for the original transaction, unless we expressly agreed something different. In no case will we charge you for this repayment.

9. Signatures

Date: [REDACTED]	Date: [REDACTED]
ST Potsdam S.á.r.l.	(Signature of Tenant 1)
	(Signature of Tenant 2)

Other Agreements

Part B

1. Re Clause 2 of the Lease Agreement: Leased Object

Clause 14 refers to the furnishings belonging to the leased object.

At the time of the handover, the two parties will inspect the leased object together. The result of the handover shall be recorded in a handover protocol signed by both parties.

Upon handover, the Tenant receives the keys (locking system) for the duration of the lease in accordance with the handover protocol. Every loss of a key must be notified to the Landlord without undue delay. He is authorized to act in the interest of the safety of the building and install new locks with new keys at the cost of the Tenant; unless the Tenant can prove to the Landlord that misuse as a result of the lost key(s) through third parties can be ruled out. The Tenant's liability for damages caused by the loss of the keys remains otherwise unaffected.

2. Re Clause 3 of the Lease Agreement: Duration of the Lease

The regulations of § 545 of the German Civil Code do not apply. The lease, therefore, does not extend into an indefinite term lease if the Tenant continues usage of the leased object after the lease term has ended. Continued payments by the Tenant shall be deemed as loss of use compensation pursuant to § 546a subsection 1 of the German Civil Code.

The Landlord declares that all fixed term lease agreements have the same fixed duration of 6 months for all tenants of the student apartments so as to be able to provide temporary housing to as many potential student tenants as possible.

3. Re Clause 4 of the Lease Agreement: Rent and Payment of Rent

In the case of a delayed payment, the Landlord has the right to claim default interest as well as compensation for potential further damages. The default interest amounts to a current rate of 5 per cent above the respective base interest rate (pursuant to § 247 of the German Civil Code).

The Tenant shall pay for each invoice of a delayed rent payment reminder a flat rate reminder fee of EUR 50. The reminder fee is a claim for damages in a lump sum.

The Tenant reserves the right to prove that no or less damage was caused.

4. Heating, Hot Water Supply

The heating period is from January 1 to April 30 and from October 1 to December 31 of each year. The Landlord is obliged to keep the central heating in operation during at least the stated heating period, or if outside temperatures require it. The heating is carried out according to the respective valid statutory regulations. A central hot water supply system is to be kept in operation year-round.

A partial or complete shutdown of the system as a result of general fuel shortages does not entitle the Tenant to assert a claim for damages.

Disruptions in the hot water supply or in the heating do not entitle the Tenant to claim compensation, unless the

disruptions can be attributed to gross negligence or willful intent of the Landlord or his legal representative or his agent.

The costs of operating the central heating and the hot water systems will be equally apportioned to the tenants.

An apportionment based on actual consumption will not be made, also not a partial one. The parties are in agreement that an exception pursuant to § 11 subsection 1 no. 2a) of the Heating Costs Ordinance (student residence) is present and that the Tenant does not have the right to reduce rent pursuant to § 12 of the Heating Costs Ordinance. Notwithstanding the above, the Landlord remains free to make modifications so as to apportion the costs proportionally according to respective usage.

5. Alterations to the Leased Object by the Tenant

The Tenant is not authorized to make any alterations to the leased object, especially reconstructions, fittings, installations and the like. Please also refer to the house rules (**Annex 1**).

The Tenant is aware that there are no connections for setting up one's own washing machine and dryer due to a lack of space.

The Tenant shall only connect electronic devices inasmuch as they do not overload the existing power grid. In the case of alterations to the voltage or current type, the Tenant has no reimbursement claims against the Landlord because of necessary changes of electronic devices.

6. Structural Alterations and Improvements by the Landlord

The Tenant must tolerate measures that are necessary for the upkeep of the leased object.

The Landlord may carry out structural alterations that may become necessary or are expedient for maintenance, extension or improvement of the building or to ward off imminent danger or to remove damages, also without the consent of the Tenant.

The Tenant must keep accessible those areas or parts of the building which come into consideration and shall not hinder or delay the execution of the work.

The Landlord is entitled to change the energy supply type for electricity and gas and the corresponding devices, unless this measure is deemed unreasonable for the Tenant.

7. Maintenance, Repairs, Decorative Repairs

The leased object is handed over to the Tenant in the state that it is intended. The Tenant must look after the leased object with care, clean it and keep it pest-free. Please also refer to the house rules (**Annex 1**).

For the reasons mentioned below, the Tenant is obligated to ensure good ventilation as well as heating of the apartment in order to prevent moisture damages. All rooms should be adequately heated. In the winter, the Tenant is to make sure that the room temperature does not drop below c. +19 degrees Celsius.

Neither the Tenant nor the Landlord must carry out ongoing decorative repairs.

At the end of the lease term, holes in the walls, especially dowel holes, which were made by the Tenant, are to be closed and removed in such a way that they are no longer visible.

The Tenant bears the costs for smaller maintenance and repair measures for those parts of the leased object that are in use by him on a regular basis (e.g., fixtures for electricity, water, gas, heaters, window and door locks, locking devices for shutters) as long as the cost for each maintenance and repair measure does not exceed the gross amount of EUR 75.00 and is not attributable to the Landlord. Should many such smaller repairs be needed within a calendar year, the Tenant's share of the costs p.a. shall be limited to 5 % of the annual base rent of the apartment (excluding operating costs) and limited to a gross maximum amount of EUR 150.00. The hiring of a repair man shall be carried out by the Landlord.

The Tenant is liable for damages that are caused by the fault of relatives, visitors or other persons who are on the premises with the Tenant's knowledge and consent.

For this reason, it is advised that the Tenant take out a third-party liability insurance at his own expense for the entire duration of the lease term.

8. Use of Leased Rooms, Subletting

The Tenant is not entitled to allow third parties the use of the leased object in whole or in part without prior consent of the Landlord; he is especially not entitled to sublet the leased rooms except to visitors, insofar as this does not conflict with § 553 of the German Civil Code.

The consent can be revoked for cause at any time.

9. Set-Off and Retention

The Tenant can only offset claims based on §§ 533a, 539 of the German Civil Code or because of unjust enrichment due to overpayment of rent or withholding rent because of this claim if he notifies the Landlord of his intention in writing at least one month before the rent due date. This restriction does not apply to the set-off/retention relating to claims that have been bindingly decided in favor or are undisputed.

10. Access Rights of the Landlord

The Landlord or his representative have the right to enter the leased rooms at a reasonable hour for the purpose of inspection, for viewing appointments for prospective tenants, or for similar reasons – also with a third party. The Landlord shall notify the Tenant in a timely manner. The Tenant must ensure that the leased rooms can be accessed, if necessary, also in his absence. If access for the above-mentioned reasons not possible, despite a timely notification and because of circumstances for which the Tenant is responsible, the Tenant is liable for any additional expenses incurred.

11. End of Lease Term

At the end of the lease or when the Tenant moves out early, the Tenant must return the leased rooms in a clean and

vacant state, together with all the keys, including those he had made. Please also refer to the house rules (**Annex 1**).

The Tenant must remove all furnishings or fittings he has installed in the apartment by the end of the lease and must restore the apartment to its original state and condition at his own expense prior to the end of the lease.

The leased rooms are to be returned without any defects, taking into account deterioration from normal wear and tear during the course of the lease term.

In the case the Tenant does not vacate the leased object at the end of the lease term, he shall pay the agreed upon rent as compensation for the length the leased object was withheld. The Landlord's right to assert a claim for further damages remains unaffected by this.

The Tenant is obliged to inform the Landlord of his forwarding address at the time of his move.

12. House Rules

The Tenant must comply with the attached house rules in **Appendix 2** and view them as binding. The Landlord is entitled to control the adherence to the house rules and shall apply them. Violating the house rules is a breach of contract and a misuse of the leased object. The Tenant is subject to replacement and liable for damages incurred due to a violation or non-compliance of the house rules. The Landlord reserves the right to amend the house rules, which, after an announcement to the Tenant, shall be included as part of the lease agreement.

13. Miscellaneous

Ancillary agreements or amendments or additions to this contract require the written form for legal validity; this shall also apply to any amendments to the written form clause.

Should any provision or part of any provision of this agreement be held to be invalid, illegal, or unenforceable, it shall not affect or impair the validity, legality and enforceability of the remaining provisions of this agreement. In such a case the invalid provision shall be replaced by the corresponding statutory ruling. The same applies to any possible contractual gaps.

The Landlord reserves the right to transfer the lease and the management of the property to third parties. The Tenant shall be notified of this. These third parties are authorized by the Landlord to make legally effective and valid declarations to the Tenant, including termination notices and rent increase

The exemption for claims for damages does not apply to damages resulting from injury to life, body or health based on a negligent breach of duty by the Landlord or a deliberate or negligent breach of duty of a legal representative or agent of the Landlord, as well as for other damage/loss based on a grossly negligent breach of duty by the Landlord or a deliberate or grossly negligent breach of duty of a legal representative or agent. Limitations on the Tenant's right to reduce rent do not affect his claims for unjust enrichment in any case.

The Landlord shall make an effort to perform these works in such a way that the Tenant will remain unaffected or be only slightly affected.

14. Special Agreements

The Tenant confirms that he has taken out a third-party liability insurance.

Other special agreements:

The following furnishings have been provided for the Tenant at no additional rent:

Workstation (desk and chair); Bed; Mattress; Wardrobe; Shelves; Lamps; Private bathroom (shower, wash basin and toilet). Shared apartments share the bathroom and kitchenette facilities. Rooms with kitchenette also have a fridge, a sink and cooking plate. Rooms without kitchen are

given access to a shared kitchen area. Accessible rooms have the same amenities but are furnished with specially adapted furniture.

The furnishings are partly not as good as new. The Landlord, therefore, cannot assume liability for the functionality. The Tenant shall treat the furnishings with care and shall repair and remove damages and perform maintenance work at his own expense, as long as this is economically viable. If furnishings are no longer reparable, the Tenant shall dispose of them. He may then replace the furnishings at his own expense, which will remain his property and are to be removed from the leased object at the end of the lease term. In this respect, no. 11 is applicable. The furnishings otherwise remain as part of the leased object at the end of the lease term.

Sample Contract

Date: <div></div>	Date: <div></div>
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ST Potsdam S.á.r.l.	(Signature of Tenant 1)
	(Signature of Tenant 2)

Sample Contract