

Das Boardinghaus Am Trätzhof

Arrive · Relax · Feel Good

Im Hinterfeld 8, 36041 Fulda · Phone: +49 661 / 30 29 46 30 · E-Mail: boardinghaus@traetzhof.de

General Terms and Conditions of the Boardinghaus Am Trätzhof

§1 Rental item

The fully furnished apartment is rented out for temporary use according to §549 Abs. 2 Nr. 1 BGB. Due to possible measurement errors, the number of m² of the apartment is not used to determine the rental object. The spatial extent of the apartments is determined by the individual floor plans.

§2 Use of the apartment

The apartment may only be used for residential purposes by the number of persons specified in the rental agreement. Any other use than for residential purposes or use by a higher number of persons than that specified in the rental agreement is not permitted.

If the apartment is rented to a commercial tenant (company), the tenant may only temporarily leave the apartment to his employees, who must be notified to the landlord by name, for the duration of their employment. If the employees change during the current rental relationship, the tenant must inform the landlord immediately of this and must disclose the names of the new employees.

§3 Parking space

In case a car parking space is made available (against payment or free of charge), this does not constitute a safekeeping contract. The landlord is not obliged to monitor the vehicle. In the event of loss or damage to the parked car(s) on the landlord's property and for their contents, the landlord shall not be liable for the loss or damage.

§4 Extension of the rental relationship

An extension of the rental relationship is possible if the tenant announces his wish for extension in writing to the landlord, stating the new rental period, at least 4 weeks (at least 1 week in the case of 4-week contracts) before the end of the rental period and the landlord does not object to the extension in writing at least 5 days (3 days in the case of 4-week contracts) before the end of the rental period. However, the maximum rental period is limited to 6 months. A tacit unlimited extension of the rental relationship according to § 545 BGB does not occur.

§5 Moving in of the apartment

If the rooms are not vacated on time, the landlord shall not be liable for any consequences of default unless the landlord has acted with intent or gross negligence. Other claims of the tenant remain unaffected.

§6 Registration 2nd Residence & Extraordinary Termination

By signing the contract, the tenant / user undertakes to register with the competent authority if the period of residence exceeds 180 days (secondary residence). The tenant / user expressly undertakes to register, also towards the landlord. In case of violation of this obligation or in case of any other behaviour that prevents a prescribed registration, the landlord is entitled to terminate the contract without notice. In the case of extraordinary termination due to arrears of rent according to § 543 BGB, the rent also includes the flat rate for operating costs.

§7 Final cleaning

The final cleaning is not included in the rent. This amounts to 80.00 € per rented apartment and is charged directly by the landlord.

The standard costs of the final cleaning have to be paid by the tenant directly to the landlord when moving in. The landlord points out that this final cleaning is not an extra service in terms of optional services. The performance of the final cleaning is a prerequisite for the handover of the apartment to the next tenant. If the tenant returns the apartment in a condition that cannot be remedied by the usual final cleaning, he/she can either remedy the problem himself/herself within an agreed period of time or commission the landlord to remedy the additional work according to their hourly rates. The hirer shall carry out the additional work in accordance with

Das Boardinghaus Am Trätzhof

Arrive · Relax · Feel Good

Im Hinterfeld 8, 36041 Fulda · Phone: +49 661 / 30 29 46 30 · E-Mail: boardinghaus@traetzhof.de

Settle the provision of services with the tenant. In the event that the damage in the apartment to be returned is so high that an external company must be called in to remedy the defects, these costs will be charged to the tenant.

§8 Withdrawal from the rental contract

In the event of withdrawal from the written rental agreement four weeks before the planned move-in, a cancellation fee of 50% of one month's rent will be charged. From the seventh day before moving in, a cancellation fee of 75% of one monthly rent is charged, after that 100% of the agreed 1st monthly rent is due. This only applies if the apartment could not be rented to another party. If the rental period is by the week, the cancellation fee will be adjusted according to the amount of rent in the same gradation.

§9 Rental costs and payment

The agreed rent includes the respective statutory value added tax. Any increases after conclusion of the contract shall be borne by the tenant. The operating costs are included in the rent of the respective apartment. However, the landlord reserves the right to charge the tenant for additional costs in the event of unreasonably high consumption. There is no annual settlement of accounts. The operating costs include electricity, garbage, heating, water, sewage, property tax and insurance.

When the apartment is handed over for moving in, proof of payment must be provided that the first rent including the final cleaning costs has already been paid. Otherwise the landlord is entitled to withdraw from the rental contract. Claims for damages by the tenant against the landlord are excluded if the landlord's withdrawal was declared due to the tenant's default of payment. The withdrawal does not exclude claims for damages by the landlord.

The rent is to be paid monthly in advance, at the latest by the 3rd working day of the month, to the account of the lessor. The parties agree that the tenant shall pay a deposit for all claims arising from this contract in the amount of one month's rent or as agreed upon, which shall be due two days before the handover. The deposit can be paid either by credit card or by bank transfer.

The landlord shall be entitled, even before the termination of the rental relationship, to satisfy himself out of the deposit in the amount of the claim, due to a due claim. In this case the tenant has to refill the deposit. Even in the event of premature termination, the landlord will not refund the deposit until all claims arising from the rental relationship have been clarified or the normal rental period has expired.

§10 Default interest

In case of default of rental payments, the landlord is entitled to demand interest on arrears as well as compensation for any damages. The amount of the default interest shall be agreed at nine percentage points above the respective base interest rate in accordance with §247 BGB (German Civil Code) in connection with the law to combat default in payment in business transactions.

For each reminder for late payment, the renter shall pay a flat-rate reminder fee of 40.00 € in each case in accordance with the Law for Combating Default of Payment in Business Transactions. The renter reserves the right to prove that a lower damage was incurred. Offsetting and retention due to claims from another contractual obligation are excluded.

§11 Leasing to third parties

The tenant shall not be entitled to sublet or otherwise transfer use of the property to third parties without the express written consent of the landlord, except to persons visiting the property. The consent is only valid for individual cases; it can be revoked at any time for good cause. The use of the apartments by employees of the tenant shall not constitute subletting in this sense. In the event of use or transfer of use contrary to the terms of the contract, the landlord shall have an extraordinary right of termination. The tenant assigns to the landlord by signing the contract, for the case of the transfer of use, the claim he is entitled to against the subtenant including the right of lien in the amount of the landlord's rental claim as security, if the tenant has claims against the tenant. The landlord assigns the claim by signing the contract.

Das Boardinghaus Am Trätzhof

Arrive · Relax · Feel Good

Im Hinterfeld 8, 36041 Fulda · Phone: +49 661 / 30 29 46 30 · E-Mail: boardinghaus@traetzhof.de

§12 Pets

Due to the special nature of the rental property (boarding house), keeping animals, including small animals, is generally not permitted, with the exception of auxiliary and companion animals.

§13 Establishment

The apartment is fully furnished, with crockery, cutlery, duvet and pillow including the 1st cover, as well as electrical appliances. The complete equipment can be found in the inventory list.

The equipment is also rented. The rent for the equipment is included in the total rent. The tenant must treat the rented equipment with care. The tenant is liable for loss or damage to the amount of the replacement costs. At the beginning of the rental period, a handover protocol will be prepared for the rented equipment. This protocol is the basis for the return protocol at the end of the rental relationship. The tenant is liable for damaged and lost objects in the amount of the replacement costs. The wear and tear of the rented equipment through normal use is not at the expense of the tenant, as is the case with §538 BGB, but is compensated with the rent.

§14 Ventilation of the rooms

The tenant shall ensure adequate cleaning, ventilation and heating of the entire rented property (rented rooms including accessories etc.) and shall treat the rooms and the equipment and facilities located therein with care. He shall also protect the water supply and drainage pipes in the rented rooms from freezing. The tenant shall notify the landlord immediately of any damage to the leased property. The tenant shall be liable to pay compensation for any damage caused by failure to notify the landlord in good time.

If damage to the leased property and the building, including damage caused by washing machines and dishwashers, as well as damage to the equipment belonging to the leased premises or the building occurs through the fault of the tenant, the tenant shall be liable to pay compensation insofar as the damage was caused by him or by persons belonging to his household. This also applies to damage culpably caused by his visitors, his suppliers and craftsmen commissioned by him through neglect of his duty of care. If the tenant pays damages, the landlord is obliged to assign to the tenant any claims against the person causing the damage.

§15 Smoking Policy

Smoking is not allowed in the apartments. The public areas around the building are at the tenant's disposal for this purpose. In the event of non-compliance, an additional cleaning fee of 250.00 € will be charged, which the tenant must pay immediately.

§16 Changes to and in the rental object

Changes to and in the rental object, in particular conversions and fixtures, installations and the like, may only be carried out with the prior written consent of the landlord. At the landlord's request, the tenant shall be obliged to remove the conversions and fixtures in whole or in part when he moves out and to restore them to their previous condition without the landlord's reservation of consent being required. The attachment of own and personal pictures, lamps or similar objects is not permitted. The same applies to painting the walls in a different colour.

§17 Inspection of the premises

During the usual time of day (on weekdays from 8:00 am to 7:00 pm), the tenant must ensure that the landlord, agent, experts and interested parties are able to inspect the rented item for a justified reason - by prior arrangement. In cases where danger is imminent, access must be possible at any time of day or night. In addition, the property management may inspect the apartment once a month. Cleaning staff and service employees are also allowed to enter the rented rooms between 8:00 am to 4:00 pm, provided that the tenant makes use of this service.

§18 Use of the laundry room

The public washrooms are accessible to all tenants. The washing machines and dryers provided can be used daily from 8:00 am to 9:00 pm for a fee per wash or dryer. The fee must be paid directly into the coin-operated machines provided. Detergents must be purchased by the customer.

Das Boardinghaus Am Trätzhof

Arrive · Relax · Feel Good

Im Hinterfeld 8, 36041 Fulda · Phone: +49 661 / 30 29 46 30 · E-Mail: boardinghaus@traetzhof.de

§19 Internet

Internet use is at the tenant's own risk and peril. The tenant is responsible for the data transmitted via the Internet, the services used and the legal transactions carried out. When using the Internet, the tenant undertakes to comply with the applicable law and in particular not to retrieve or distribute any immoral or illegal content, not to illegally reproduce, distribute or make accessible any goods protected by copyright, to comply with the applicable youth protection regulations, not to make any harassing, to send or distribute slanderous, threatening or otherwise illegal content, not to use the Internet access for sending mass or chain messages ("spam") and/or other forms of illegal advertising, and to refrain from doing anything that could expose him and/or the landlord's to liability claims by third parties. Accordingly, the tenant shall indemnify the landlord from all damages and claims of third parties which are based on an illegal use of the Internet and/or a violation of the regulations. This claim for indemnification also includes all costs and expenses incurred by the landlord due to the judicial or extrajudicial recourse and defence against claims

§20 Move out

Upon moving out, the tenant must remove all objects belonging to him/her from the apartment. If the tenant does not comply with this obligation, the landlord is entitled to have the said objects removed from the apartment at the landlord's expense. All keys are to be returned to the landlord, administrator or authorized representative upon moving out. A locking system is installed in the boarding house according to official regulations. In case of loss of the keys handed over or incomplete return of the keys handed over, the tenant shall be liable for the costs of removing the existing locking system and the costs of installing a new locking system.

10 days before returning the apartment, a preliminary inspection shall take place to determine any damage or lost objects.

§21 Move out – Lost and Found

Any items left behind by the tenant will only be forwarded to the tenant at his request, risk and reimbursement of the costs incurred. The landlord shall keep the lost property for up to six months after the finding has been reported. The landlord is entitled and, if ordered to do so by the competent authority, obliged to hand over the object to the competent authority. At the end of the six-month retention period, the landlord shall acquire ownership of the object if the person authorized to receive it has neither become known nor has registered his right with the competent authority. The landlord refers to §§ 970,971 BGB (German Civil Code) because of the claims for reimbursement of expenses for the safekeeping and preservation of the object as well as the finder's fee. The legal regulations of §§ 965 ff. BGB remain otherwise unaffected.

§21 Extraordinary notice of termination by the letting party

The tenant undertakes to observe the house rules. Non-compliance can lead to termination of the tenancy.