

Tenancy Agreement

Between

„Newton“ Apartments GmbH & Co. KG, Aachen
- named below “landlord” -

represented by

Hess und Partner Immobilien GmbH, Annastraße 58-60, 52062 Aachen,
Phone 0241-404037-20, Fax 0241-404037-29, e-mail: info@hess-partner.de

and

Surname:

First name:

Study level:

Personal identity card - number:

Passport - number:

Place:

Country:

Born on:

Place of birth:

At the moment resident in:

Home address (parents):

Postcode:

Place:

Street:

Phone number (in the case of notification):

- named below “tenant” –

The tenant expressly declares that he/she is a student at a university in Aachen.

§ 1 – Rented premises -

1. The landlord hires out to the tenant for residential purposes the following furnished single apartment in the house of Kühlwetterstraße 8, in 52072 Aachen.

Apartment - number:

The apartment consists of: 1 room with kitchenette, 1 bathroom / toilet

(With regard to the equipment please see appendix to the tenancy agreement)

There can also be hired out: () bicycle – rack

2. It is agreed that only one person will move into the apartment.
3. The tenant is entitled to use jointly both the washing machines and the laundry dryers according to the house regulations.
4. The landlord will hand over to the tenant for the time of the tenancy period:

- 1 passkey for the front door, the washing machine room and for the bicycle parking space
- 1 apartment key
- 1 bathroom key
- 1 letterbox key
- 1 corridor key to the rental floor

The front door key is a monkey wrench which goes with all of the front doors of the area. In any case the landlord must be immediately notified of any loss and procurement of keys.

At termination of the tenancy any keys, which had been handed over, must be returned; moreover the tenant has to hand over any keys, he made manufacture at his own expenses, or he has to prove their destruction.

In the case of loss of keys that had been handed over or of those the tenant had provided himself, because of security reasons for the overall object, the landlord is entitled to make manufacture the necessary number of keys as well as new keys at the tenant's expenses.

The tenant is not obligated to compensate for the costs as far as he proves that there is no concrete situation of danger.

Because of security reasons the tenant is prohibited from installing own locks or lock cylinders into the apartment - doors.

§ 2 – Term of lease -

1. The tenancy begins at _____ and ends at _____.
2. The minimum term of lease lasts for 6 full calendar months. During this time notice is impossible.
3. Should the tenant change before the convened contractual term the tenant pays an additional single handling fee to the amount of EUR 150 to the landlord - apart from the rent still payable until the end of the contract.
4. Apart from that (after the minimum rent period) the notice is 3 months. Any termination to the 01.06., or, to the 01.07., or, to the 01.08. of one year has been excluded.

§ 3 – Exceptional right of the landlord to give notice

1. The landlord can terminate the tenancy with immediate effect if
 - a) the tenant or the one to whom the landlord gave the right to use the tenancy object - notwithstanding a warning by the landlord - continues to use the object contrarily to the contractual agreement which breaches the landlord's rights to a great extent - in particular leaves to a third party the use (*of the object*) which has been illicitly granted to him or who considerably endangers the object by neglecting the care which is incumbent on the tenant;
 - b) the tenant or the persons that belong to his household or to whom he has granted the use of the rooms infringe culpably their obligations in such a way, particularly they disturb the sanctity of the home for a long time, so that it would be unreasonable to require the landlord to continue the tenancy;
 - c) 1. The tenant has been in default in paying the rent for two consecutive dates or he has been in default in paying one not inessential part of the rent, which with rental rooms means one default in paying the rent of more than one monthly rent, or
2. within a period which extends to more than two dates he has failed to pay the rent to an amount which equals to two monthly rents.
3. After the expiry of the tenancy a contract extension according to § 568 of the German Civil Code is not possible. The wording of § 568 of the German Civil Code reads as follows:

If after the expiry of the term of lease the tenant continues to use the object then the rent is deemed as being extended to an indeterminate time unless the landlord or the tenant declares his opposing willingness towards the other party within a term of two weeks. For the tenant the term begins with the continuation of the use, for the landlord from the moment on in which the continuation has been brought to his attention.

§ 4 – Rent and ancillary costs -

1. The monthly rent including ancillary costs (without electric current) amounts to
 - a) for the apartment including ancillary costs
(see under 3 without electric current) EUR
 - b) Electric meter expenses and consumption of electric current
monthly advance payment (settlement of accounts according to consumption)
EUR

monthly total amount EUR
2. To the operating costs contained in the rent belong:
 - 2.1 the land tax
 - 2.2 the costs for water supply
 - 2.3 the costs for drainage (surface water and foul water)
 - 2.4 the operating costs for the central heating plant
 - 2.5 the costs for both the street cleaning and the waste disposal)
 - 2.6 the costs for the house cleaning
 - 2.7 the costs for the disinfections in all of the common rooms and floors accessible to the tenants
 - 2.8 the costs for the garden tending
 - 2.9 the costs for lighting in the house floors and common rooms - appurtenant structures
 - 2.10 the costs for the chimney cleaning
 - 2.11 the costs for the property insurance and the liability insurance
 - 2.12 the cost for the caretaker
 - 2.13 the costs for the communal aerial installation including the distribution installation connected by broadband network Kabelcom
 - 2.14 the costs for using the broadband installation (charges of Kabelcom)
 - 2.15 the costs for water, waste water and electric current for using the washing machines and the drier (merely for the personal use of the tenant)
 - 2.16 the costs for the fire extinguisher together with the inspection in the heating area
 - 2.17 the costs for the tending of the flowers in the interior
 - 2.18 the costs for the maintenance of the fans in the bathrooms (replacement of the filters according to necessity)
 - 2.19 the costs for the maintenance of the boiler
 - 2.20 the costs for the maintenance of the kitchen block, the microwave as well as a maintenance of the water connections (calcination)

- 2.21 the cost for the maintenance of the cable television aerial and the broadcast aerial installation
- 2.22 the costs for the maintenance of central water filters
- 2.23 the costs for the clearance of both snow and ice
- 2.24 the costs for maintenance and consumption of the emergency power system

THERE IS NO SERPARATE STATEMENT OF ACCOUNTS ON THE ANCILLARY COSTS

3. Apart from the operation costs contained in the rent the tenant only pays the electricity costs for his personal apartment. For that the landlord provides an electricity meter as well as the current in cooperation with the energy supply plant. Current as well as the electricity meter are accounted for together with the landlord.

At present the counter charge monthly amounts to EUR 5.00.

For the running current the tenant pays a monthly advance payment of

EUR 25.00

The advance payment of the electricity costs for the apartment is accounted for based on consumption.

§ 5 – Provision of security (guarantee) -

1. In order to fulfill all of the landlord's claims the tenant irrevocably commits himself to a provision of security to the amount of

EUR 400.00

payable to the landlord.

2. After contractual termination of the tenancy the provision of security is due for repayment to the tenant as far as no opposing claims by the landlord exist.
3. The tenant acknowledges that he is not entitled to settle both due rents and operating costs with the security.

§ 6 – Payment of the rent and the operating costs -

1. According to § 4 (point 1 and 3), the rent including the operating costs to the amount of at present

EUR

must be transferred in advance, not later than at the third working day of the month, to the

landlord on the **account - number 110 45 38 00** at the Commerzbank Aachen (**BLZ 390 400 13**), account holder „Newton Apartments GmbH & Co. KG under specification of the apartment number.

The first rent installment must be paid before the rented premises have been handed over. Non-payment in spite of notice entitles the landlord to withdraw from the contract.

2. The tenant commits himself to grant direct debit authorization to the landlord by request.

In the case of delay in payment the landlord can charge the collection charge to the amount of currently EUR 10, the same also applies to the transfer of rents which had not been paid by the tenant on the indicated rent account.

3. In order to assess whether payments have been made in due time it is not the dispatch (date) that is relevant but the entry or the credit entry of the amount. It is from several not timely performances that the tenant can derive a right to late rent payment. Later payments entitle the landlord to demand both collection charges and default interest and if necessary to terminate the tenancy without notice.
4. All of the payments of the tenant can be set off by the landlord, according to his choice, against operating costs, costs for eventual prosecution including collection charges and legal costs, defaults in the payment of rents and current tenants if in individual cases the tenant does not provide for an effective purpose definition.

If apart from the main performance (for example rent, reimbursement of expenses, damages or other) the tenant owes both interest and costs then his purpose definition is only effective if the performance is set off against the costs first, then against the interest and last against the main performance. If the tenant decides on another setting off then the landlord refuse the acceptance.

§ 7 – Setting off against counter claims, reduction of the rent -

1. The tenant can only set off against a rent demand or exercise a right of retention if a counter claim is based on damages because of non-performance or if a claim for reimbursement of expenses is concerned, here initial defects as well as later defects of the tenancy object are taken into account, though the latter only applies as far as the tenant is responsible for these because of intent or negligence. The setting off or the exercise of the right of retention is only then valid if the tenant has notified in writing the landlord of this intention at least one month before the maturity of the rent. For the rest the right of the tenant to set off the rent against any claims is unaffected by this as far as the latter are uncontested, they have been legally ascertained or they are ready for decision.
2. In the case of wet walls the tenant of a dwelling in a new housing development is not entitled to demand compensation.
3. A setting off against operating charges or a reduction of the operating costs is not permissible.

§ 8 –Use of the rented premises, subletting, exchange of flats, household machines -

1. The landlord and the tenant promise to live together among each other as well as with the other tenants in terms of a trusting household and to this end to exercise any mutual thoughtfulness. It is particularly forbidden to make music both from 10 pm until 8 am and from 1 pm until 3 pm. Any PC equipment, radio receivers, television receivers as well as recorders must be turned on low volume from 10 pm on. It is only allowed to take a shower from 7 am until 10 pm. During their use typing machines and printers must be put on sound absorbing basis of felt, rubber and so on.
2. The tenant is obligated to take care of the apartment as well as the common equipment. In order to protect the occupants of the house - the entrance doors - the garage entrances – must be kept closed.
3. The occupants of the house are obligated to dispose of the kitchen waste according to the instructions by the local police. In the meantime the waste must be kept in closed containers. With regard to cleaning and cleanliness the dustbins must be looked after particularly well. Glowing ash absolutely must not be put into the dustbins! The dustbins are not made for waste or smelly material on which vermin may be brooding.

- Environment -

Glass and paper as well as hazardous waste must be disposed of in containers set up by the “city of Aachen”!

At the moment there is a glass container as well as a blue container in the Henricistrasse / at the corner Kühlwetterstraße which has to be exclusively used for the paper disposal.

Hazardous waste can be permanently disposed of at the Blücherplatz 43, in 52068 Aachen.

4. It is only upon written agreement by the landlord that the rented premises can be used to other purposes than the ones provided for in the contract. It is not permitted to both wash and dry laundry in the apartment. Laundry can only be dried in the laundry dryer never on the floors, in the courtyard or on the balconies. Washrooms and drying rooms these must be left in a proper state when the tenant leaves these rooms.
5. The tenant must not make use of anything which has not been hired out in written in the contract or in an additional contract.
6. Any subletting, permitting the use or change of use of the overall of the rented premises or of one part of the rented premises in the residence hall, as well as, an exchange of flats are prohibited without prior consent from the landlord.

7. In the case of an unauthorized subletting the landlord can demand that the tenant terminates the sub-tenancy at the earliest possible date but within a month at the latest. If that does not happen then the landlord can terminate the main tenancy without notice.

§ 9 – Maintenance and renovation of the rented premises -

1. The tenant takes over the rented premises in both good repair and in proper condition.
 - a) Before the tenant moves in the condition of the apartment as well as eventual defects are recorded in a so called “minutes stating the acceptance of the apartment”.
 - b) An inventory list is countersigned when the tenant moves in. Furthermore when the tenant moves in the meter reading is both read and recorded.
2. The tenant is liable for damages caused to both the rented premises and to the building as well as to the equipment, installations and furniture that belong to either the rented premises or to the building as far as these have been caused by him or by persons that belong to his household.
3. The maintenance of the rented premises including both the equipment and the installations that are let together with the rented premises is incumbent on the tenant to the following extent.

He must provide for that on the one hand both the rented premises and the articles of furniture are regularly cleaned and that on the other hand the spaces left to his use are provided with sufficient ventilation. In the case of windows with double glazing the tenant is particularly obligated to sufficiently ventilate the former in order to avoid damages caused by both condensed water as well as similar damages. In the case of non-compliance with he is liable for the damage.

4. As far as the apartment has been wholly or partially fitted with either carpet or with PVC by the landlord the tenant must provide that it gets regularly cleaned and moreover when he moves out he must provide that it gets professionally cleaned.
5. In respect of damages which, on the one hand, have been caused to the tenancy object and, on the other hand, for whose the tenant is responsible that the tenant has to conclude a sufficient third party insurance as well as a household insurance for burglary, theft, fire, tap water and electric current as well as a glass insurance, on demand he has to produce evidence of.

§ 10 – Repairs for interior decoration -

1. The tenant commits himself to let carry out the current repairs for interior decoration at his own expenses.
2. The repairs for interior decoration consist of the painting of both the walls and the ceilings with colourfast emulsion paint, for example the brand. Alpina, tone: white. The repairs for interior decoration must be professionally carried out and when the tenant moves out at the latest they have to be completely re-carried out. The

tenant must return to the landlord an apartment which has been professionally re-
renovated.

3. The repairs for interior decoration must be professionally carried out. If contrary to a warning by the landlord the tenant does not fulfil his obligations - in order to bring about the performance - the landlord can give the tenant a reasonable time limit declaring that after the expiry of the time limit he will refuse that the repairs for interior decoration will be carried out. After the expiry of the time limit the landlord is entitled to assert his claim for damages because of non-performance.
4. For the rest the parties conclude the following agreement:

§ 11 – Modernisation and constructional alterations -

1. It is as well without the tenant's consent that the landlord can provide for constructional alterations which are necessary in order to keep up the house or the rented premises or in order to prevent any imminent danger or in order to remove damages. Within the legal frame the tenant must tolerate any provisions which are carried out for the improvement of the rented premises or for other parts of the building or which are carried out in order to save heat energy. After prior appointment the tenant must make accessible and he is not allowed to either prevent or delay the work being carried out; otherwise he must accept responsibility for both the additional costs and the damage which have been caused because of that.
2. With regard to repairs, constructional ones or for other alterations and new installations the tenant must demand beforehand a written agreement from the landlord. Any arbitrary conduct by the tenant does not, without any legal factor, oblige the landlord to assume the costs and does not entitle the tenant to any setting off or retention.
3. Any constructional or other alterations and installations which the tenant has carried out without the landlord's consent must - at the landlord's request - be immediately removed by the tenant at own expenses and by restoration of the former state. If at the landlord's request that does not happen the landlord is entitled to let carry out the removal at the tenant's expenses.
4. In the case of constructional alterations by the tenant which are carried out with the landlord's consent the landlord reserves the right to demand the restoration of the former state at the tenant's expenses [sic.] when the latter moves out.
5. Doorplates are uniformly fixed to by the landlord at the tenant's expenses.

6. It is strictly prohibited for the tenant to label his doors or letterboxes with stickers. The landlord reserves to provide for the cleaning of the former at the tenant's expenses.
7. The tenant can assert his claim for damages as well as exercise his right of retention only then if the provision by the landlord fully exclusively, considerably interferes with the use of the rented premises or it leads to particular annoyance of the tenant. Under § 7 it has been referred to agreements.

§ 12 - Liability of the tenant -

1. **As soon as the tenant becomes aware of any damages to the rented premises he must immediately notify in writing the landlord of, any culpable omission obliges the tenant to replace the caused damage.**
2. The tenant is liable for any damages which after moving in have been caused by him, by his housemates, visitors and by workman commissioned by him as well as by suppliers to both the rented premises and to the building as well as to the installations which belong to the rented premises or to the building, inventory and equipment as far as he is responsible for that.

In line of his general duty to exercise proper care, he must take proper care of the tenancy object and keep away damages from it as far as this is in his power.

The tenant is obligated to close both windows and doors in case of storm and frost, to be careful with the consumption of electrical current, to treat gently the sanitary arrangements as well as the equipment and in the case of longer absence to provide for that somebody will look after the apartment. In the range of what is reasonable the tenant is obligated to take own measures in order to prevent any damages to his rented premises and to remove any dangers. Further he is obligated to close the main water tap in the case of longer absence. The latter is situated in the bathroom.

3. With regard to any repairs which the tenant carries out without having put the landlord in default beforehand he not entitled to any claim for reimbursement of expenses from the landlord.

§ 13 - Liability of the landlord -

Any claims for damages from the tenant because of initial or later defects to the tenancy object have been excluded unless the landlord is responsible for intention or serious fault. For the rest the landlord is merely liable for intention or serious fault, including the conduct of his representative or his vicarious agent. Any claims to performance from the tenant are unaffected by the latter - as far as his legal right to termination.

Any liability and reduction claims because of defective inventory articles of the apartment have been expressly excluded unless the landlord acts intentionally or acts with serious fault.

§ 14 Water-bearing pipes -

1. The landlord must be immediately informed of any damage caused to water-bearing pipes (also to eaves gutters).
2. It is not permitted to wash laundry that belongs to persons that are not part of the tenant's household. Principally water and electric current can merely be taken for own requirements.
3. If the water supply is interrupted because of a circumstance for which the landlord is not in fault then the tenant is not entitled to any compensation for the removal of defects which the tenant carries out without having put the landlord in default beforehand, § 12 clause 3 is correspondingly valid.

§ 15 – Exterior aerials and Kabelcom -

1. The tenant is not allowed to install a 2-way radio antenna.
2. Each apartment is wired for television. The connection charges for approximately 30 television programs are contained in the lump rent.

GEZ broadcasting charges must be paid by the tenant.
3. Every apartment is furnished with connections for telephone, answering machine and telefax. The telephone extension must be applied for at the GERMAN TELEKOM.

§ 16 – Motorcycles, scooters, Mopeds bicycles among other things

1. With the payment of a charge, car parks for motorcycles, scooters, Mopeds bicycles, among other things, can be hired out.
2. Bicycles must not be parked at the main entrance, at or on the staircases, on floors, in the rooms or before drives but merely on the bicycle parking space provided for it. Furthermore it is prohibited to attach (*the bicycle*) at the driving garage gate. The tenant commits himself to being liable for damages which eventually occur during the removal.

§ 17 – Entering into the rented premises by the landlord

1. The tenant agrees upon that the landlord or his administrator possesses a key to his rented apartment, that the latter is entitled to regularly inspect the room in respect of order that is both without written advance notice and without his consent.
2. If the landlord and/or his authorized representative want to sell the real estate then he can inspect the rented premises together with the prospective buyers without any announcement.

3. If the tenancy has been terminated or cancelled then the landlord/or his authorized representative can enter the rooms together with the apartment applicants without prior announcement.
4. In the case of longer absence the tenant must make sure that the rights of the landlord can be exercised according to the preceding paragraphs, for example by depositing the keys with a trusted third party.
5. In the case of termination of the tenancy the tenant is obligated to tolerate that, towards the street, tenancy signs are attached to parts of the window which are clearly visible as such.

§ 18 – Termination of the tenancy -

1. When the tenant moves out the rented premises must be returned completely professionally renovated (all repairs for interior decoration mentioned under § 10) and cleaned to the landlord. Moreover the tenant must deliver free of charge all of the keys which the tenant has let additionally manufacture at his own expenses or he must prove their destruction.
2. The tenant must take off any equipment with which he has furnished the rooms. Before the tenant moves out he must restore the previous state at his own expenses. At the landlord's request he must provide a security which is appropriate to the respective circumstances.
3. In the case of a delayed return of the tenancy object the tenant has to pay as compensation the convened rent for the time of the withholding or in whose instead the rent which is customary in the place for comparable rooms in that at the moment of the first withholding of the lease object the latter must not be immediately claimed by the landlord. If the tenant returns the tenancy object at an inopportune time then must pay the respective compensation for the entire month. The assertion of any further damage has not been excluded if the return fails as a result of circumstances for which the tenant is responsible.
4. If after the termination of the tenancy repairs as well as repairs for interior decoration for which the tenant is responsible have to be carried out or if after the termination of the tenancy the tenant still carries out such work then he is liable for the loss of rent, for the operating costs as well as for all of further resulting damages which accrue to the landlord from it.

In the case of a premature termination of the tenancy for which the tenant is responsible the tenant is liable for the loss of rent, the operating costs and for other performances as well as for all of other damages which the landlord sustains through a vacancy of the rented premises during the contractual time of the tenancy.

§ 19 – Body of persons as tenants -

1. Several tenants (for example spouses) are liable as joint and several debtors for all of the obligations from the tenancy.
2. In order that a declaration by the landlord is legally effective it is enough that the former is made towards one (of several) tenants. With the reservation of written revocation, the tenants authorize each others to receive reciprocally declarations from the landlord for the time being. In the case of revocation of the authority [sic.] this is only effective for declarations which are made after its receipt.

This authorization is as well valid for the receipt of terminations and applications for increases of rent from the landlord but not for terminations from the tenant and contracts to terminate the tenancy.

3. If one of several tenants moves out his liability for the obligation from the tenancy agreement is unaffected by this until its termination or surrender of the apartment. Any dismissal from the liability must be agreed upon in written by the landlord as far as legal rules do not compulsorily prescribe something different.

§ 20 – Alterations and supplements to this tenancy agreement -

Any supplementary alterations to this tenancy agreement must be drawn up in written contractual form. Any alterations and collateral agreements are merely valid in written form.

§ 21 – Other agreements -

1. The keeping of animals in the furnished apartments has been excluded for the apartments are not suitable for this.
2. The galleries located on the top floor apartments are only entered into on own risk. The landlord declines any risk resulting from the latter.
3. The furniture present in the apartment can not be altered. In particular the curtains must not be exchanged with other curtains because otherwise the uniform appearance of the house would be interfered with. It is prohibited to attach any blinds.
4. The tenant must move out until 12 am, at noon. The apartments can not be handed over on Saturday or on Sunday. Renewals of the tenancy must be applied for in written on time - at least 2 months before the expiry of the contract - to the property management.

5. With this the tenant gives his consent that the Internet association of the house can pass on the e-mail-address of the tenant to the landlord.

6. Other: _____

§ 22 –Effectiveness of the contractual provisions

Any invalidity of one provision [sic.] or of several provisions of this contract does not affect the validity of the other provisions. Should one of these provisions infringe any compulsory legal regulations then the corresponding legal regulation takes the place of that.

This contract has been read personally, authorized all over and has been signed on one's own. A duplicate of this contract is handed over to the tenant.

Aachen, on

Signature of the tenant

Signature of the landlord

Appendix: additional house rules

The tenant commits himself to register with the registration of address office of the town of Aachen (Bahnhofplatz) within one week from the contract beginning on; otherwise there an administrative fine may be imposed.

Additional house rules

We all should benefit from cleanliness, security and a regular appearance of the building! Therefore the following is effective:

- the apartments must be kept clean and are to be taken care of! This will be checked at sample spots!
- the area in front of the door as well as doors and doorframes are part of the tenancy surface and must be kept clean by the tenants!
- it is particularly during winter when the radiator is on that the window should be closed and when somebody goes of the apartment he should switch off the light!
- It is not permitted to park the bicycles in the apartments... For this there is bicycle cellar!
- Should there arise any problems with the apartment then the administration must be immediately informed of! It is only through thus that the former can be remedied and consequential damages can be avoided!
- In order to make it easier for the cleaning lady to clear the floors and in order to create a uniform floor appearance **no** doormats should be set in front of the doors!
- It is **forbidden** to smoke both on the staircase and on the floors!
- The **fire extinguishers** are no toys and are **no** doorstops! Their purpose is to save lives!
- The **fire doors must not be blocked!** It must always be possible to close them otherwise in the case of a fire the production of fire may continue unchecked!
- The floor is not the right place for bin liners (rubbish)! This will soon be fined with EUR 5.00 of surcharge!
- The rubbish must be put into dustbins! Not in front of it or at the rear exit or at another place!
- The blue dustbins are merely for the paper rubbish!
- Involuntary post and advertising mail must also be put into the rubbish and not on [sic.] the floor in front of the letterboxes!
- If a dustbin is turned round then this means that it is **full** and that it should **not** be anymore be filled!
- It is not permitted to store any objects between the outside window and the balcony balustrade.
- It is prohibited to install a private WLAN network in the house.

Please keep safe! Please keep safe! Please keep safe! Please keep safe!

Newton Apartments

Name of tenant:

Apartment number:

Regulation for the processing of rental payments (02.01.2005)

Reasoning: Unfortunately, we will have to raise separate charges for certain payment methods due to the fact that payments are shortened or there are increased incorrect processing charges being debited against us.

Cash payments of rents will have a Euro 10 surcharge raised for **administration charges/payments**.

Bank transfers from foreign countries lead to a shortening of the sum total of the transferred cash. **Our equalization charge is Euro 15.—per bank transfer**
Payments made with credit cards such as for example Visa or even Mastercard leads to shortening of the credit due to processing charges of the credit card company. **Our equalization charge is Euro 12.00 per payment process**

Payments made with other bankcards (for example Maestro) will not be encumbered with any charges.

Bank transfers made from German banking facilities will also not be encumbered with any charges.

We therefore request that you fulfil your obligations for a monthly payment of rental charges either with a charge free bank card (with the housing administration Mr. Ballweber) or by means of a bank transfer from a German credit institute. In this way, additional charges can be avoided. German credit institutes have excellent facilities for students. Please refer to a credit institute of your choice. We recommend the Commerzbank - Aachen or the Sparkasse - Aachen.

If for personal reasons, you should continue to make payments with credit cards or over-sea bank transfers then you are obliged to add the above-mentioned charges to your monthly rental payment. Failure to comply will then lead to reminder charges – these can be avoided.

We would furthermore also like to remind you that rental payments must be implemented by the 3rd working day of a month (beginning of the month); otherwise, default proceedings will be implemented against you. You can avoid this inconvenience. Please state your full name and your apartment number with all payments so that you do not receive any mistaken reminders. Unfortunately, there are always complications repeatedly arising.

Wishing you all the very best for your studies and stay in Newton – we remain

Sincerely you're housing administration

Hess & Partner Immobilien GmbH

Prière de conserver ce document ! Prière de conserver ce document!

Studios Newton

Nom du locataire :

Nr. du studio :

Réglementation relative aux paiements de loyer (02.01.2005)

Motif : Suite à des faits récemment avérés, nous regrettons de devoir désormais assujettir certains moyens de paiement à une taxe compensatoire. Des réductions de montants objets d'avis de crédit ou/et des augmentations de frais de traitement de dossier constituent en effet pour nous une charge financière injustifiée.

Les paiements de loyers en liquide seront majorés de 10,--€ / paiement à titre de frais administratifs

Les virements internationaux conduisent à une diminution du montant viré par l'établissement de crédit habilité à prélever les taxes dans ce domaine.

Notre taxe compensatoire s'élèvera à 15,--€ / virement

Les paiements par cartes de crédit telles que, p. ex., Visa ou Master entraînent des réductions de montants objets d'avis de crédit, du fait des frais de traitement de dossier comptabilisés par l'établissement ayant délivré lesdites cartes de crédit. **Notre taxe compensatoire s'élèvera à 12,--€ / opération de paiement**

Les paiements effectués avec d'autres cartes bancaires (p. ex. Maestro) ne seront pas assujettis à une taxe compensatoire.

Les virements bancaires provenant d'établissements bancaires allemands ne seront pas, non plus, assujettis à une taxe compensatoire.

Nous vous prions de bien vouloir honorer votre obligation de règlement mensuel du loyer soit par carte bancaire exempte de droits (auprès de Monsieur Ballweber, chargé de l'administration de l'immeuble), soit par virement bancaire à partir d'un établissement bancaire allemand. Vous éviterez ainsi des frais supplémentaires. Certains établissements bancaires allemands offrent aux étudiants des conditions particulièrement favorables dans ce domaine. Veuillez vous renseigner à ce sujet dans une banque de votre choix. Nous nous permettons toutefois de vous recommander la Commezbank ou la Sparkasse de Aix-la-Chapelle.

Si, pour des raisons personnelles, vous devez désormais régler votre loyer en liquide ou par carte de crédit ou encore par virement international, vous vous engagez à majorer le montant dudit loyer du montant de la taxe compensatoire ci-dessus indiquée. Tout manquement à cette obligation entraînerait automatiquement une majoration de la somme due des frais d'avertissement correspondants. Cette dernière mesure peut être évitée. Nous attirons, en outre, votre attention sur le fait que le règlement du loyer doit être effectué au plus tard au troisième jour ouvrable du mois concerné (début du mois). Tout manquement à cette obligation déclencherait une procédure d'avertissement. Vous pouvez personnellement faire en sorte que ce genre de mesures ne soit pas pris. Nous vous remercions de ne jamais omettre d'accompagner vos règlements de votre nom complet et du numéro de votre studio, ceci d'éviter un avertissement non avenu. Ce genre de désagrément implique toujours pour nous des complications.

Recevez, de la part de l'administration de votre immeuble, les meilleurs vœux pour le déroulement de études et votre séjour à Newton.

Hess & Partner Immobilien Gmb

Por favor guardar! Por favor guardar! Por favor guardar! Por favor guardar!

Newton-Apartments

Reglamentos para la realización de pagos de alquileres (02.01.2005)

Motivos: Desgraciadamente tenemos que introducir una tasa para ciertas formas de pago con motivo que nos debitan injustificadamente las notas de credito reducidas o el esfuerzo aumentado.

Pago del alquiler en efectivo se aumenta con una tasa administrativa/pago de 10,00 €

Transferencias extranjeras resultan en una reducción del valor por la entidad de crédito.

Nuestra tasa de compensación es 15,00 € cada transferencia.

Pago con tarjeta de crédito como por ejemplo tarjeta Visa o Master resultan en una disminución de la nota de crédito por una tasa administrativa de la entidad de crédito.

Nuestra tasa de compensación es 12,00 € cada pago

Pagos con otras tarjetas (Maestro) no están gravados con una tasa.

Transferencias de cuentas bancarias desde Alemania tampoco están gravados con una tasa.

Les rogamos, que procedan sus pagos mensuales del alquiler con una tarjeta exento de tasas (administración de la casa Sr. Ballweber) o por transferencia bancaria de una cuenta bancaria de una entidad bancaria alemana para evitar gastos adicionales. Entidades bancarias alemanas ofrecen condiciones muy buenas para estudiantes, por favor informense en un instituto de su elección. Les recomendamos la Commerzbank Aachen o la Sparkasse Aachen.

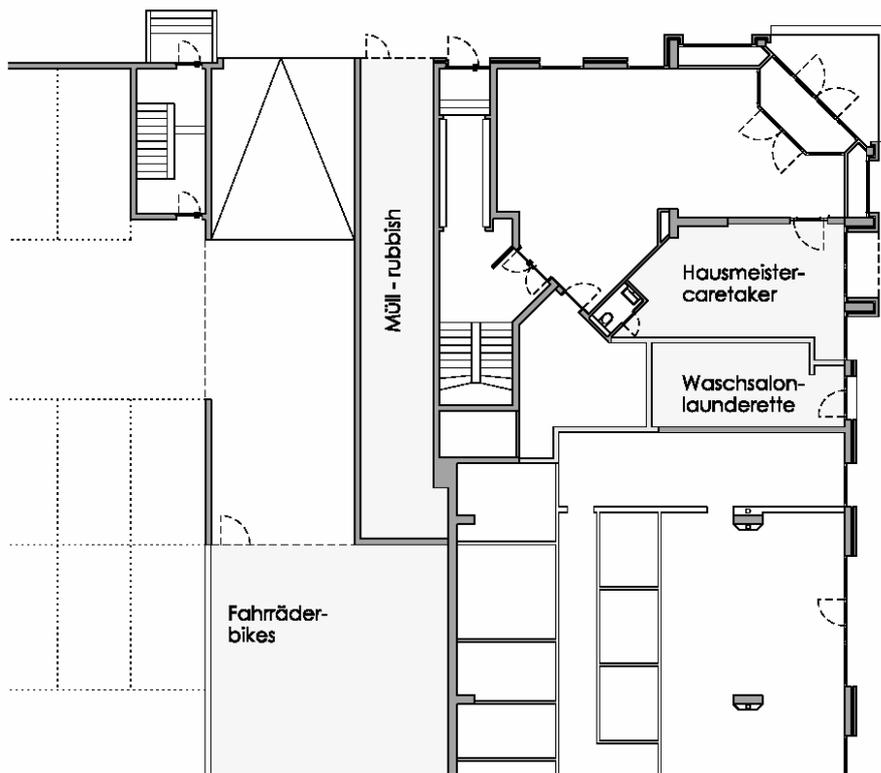
Si Ustds. debido a razones personales deben pagar en el futuro con tarjeta de crédito, transferencia extranjera o al efectivo estarán obligados, de añadir las tasas mencionadas arriba al pago de alquiler mensual. Una abstención tiene como consecuencia gastos de requerimiento. Estos son evitables.

Además les queremos advertir que los pagos de alquiler deben ser efectuados hasta el tercer día laborable mensualmente (principios de mes) sino entran al procedimiento monitorio. Ustds. pueden evitar estos disgustos. Por favor indiquen en todos pagos sus nombres completos y su número de apartamento para no ser requerido erróneamente. Desgraciadamente esto sigue trayendonos problemas.

Con los mejores deseos para sus estudios y su estancia en Newton se despide

La administración de casa

Hess & Partner Immobilien GmbH



Lage zentraler Räume
 im Appartementhaus
 Newton,
 Köhlweiserstrasse 8
 D-52072 Aachen

Location of central spaces
 in the apartment house
 Newton,
 Köhlweiserstrasse 8
 D-52072 Aachen