

Application

Please complete in BLOCK CAPITALS



Email bremen@galileoresidenza.de
www.galileoresidenza.de

Tenant

Surname

First name

Nationality

Date of birth male female

Current Address

Home address (if different)

Street / No.

Street/No.

Postcode / place

Postcode / place

Phone no.

Phone no.

E-Mail

Mobile

STUDY

University

Course you are studying

Student no.

Year of study

Room type

Naturally, we endeavour to meet your requirements, however, the Galileo Residenza is unable to make any guarantee as to the room allocated, its location within the residence or your room mates.

- Room with balcony EUR 335,00/month
- Room without balcony EUR 325,00/month
- Parking space EUR 25,00/month
- Apartment with 2 bedrooms with shared kitchen and bathroom
- Apartment with 8 bedrooms with shared kitchen, each room has its own bathroom, no balcony
- Apartment with 9 bedrooms with shared kitchen, each room has its own bathroom, no balcony
- Room mates: male female mixed

I would like to live together with friends. Please enter their names here.
Important: Each tenant must fill in a separate application.

Are there any medical grounds which should be considered when allocating the apartment?

1 passport photo with my name on the back, I have attached.

Important: Your application is binding. Do not sign the application until you have read all documents carefully. If you have any questions, please do not hesitate to call us on **Tel. 0421-6964760**
The bank book with the security deposit paid in must be included with the application.

The Galileo Residenza reserves to right to decline applications.

Date  Signed _____

Rental agreement



Email bremen@galileoresidenz.de
www.galileoresidenz.de

As landlord:

Galileo Residenz Bremen GmbH & CO. KG,
Fahrenheitstr. 19-25, 28359 Bremen,

which is represented by its general partner, Galileo Residenz GmbH, which itself in turn is represented by its managing director with sole power of representation, Thomas Anthony Barry, who in turn is represented by the authorised representative, Brynne Middlemass-Dry

As tenant:

First name/surname:

The following rental agreement is concluded:

§ 1 Rental property

1. The subject of this rental agreement is a furnished single room in a multi-room apartment in the building Galileo-Residenz GmbH, Fahrenheitstr. 19-25, 28359 Bremen, which is to be used for residential purposes.

This includes the joint use of a kitchen and a lounge.

The allocation of a particular room is made by the landlord

2. For the duration of the rental period, the tenant is provided with 1 key.
Should the tenant lose a key, he is to immediately notify the landlord to this effect. Additional keys may only be cut once the landlord has been notified. All provided keys are to be returned upon termination of the tenancy. All subsequently made copies of keys relating to the rented premises are to be surrendered to the landlord or verifiably destroyed.

For safety reasons, the tenant is prohibited from fitting the apartment or room doors with his own locks or lock cylinders

3. Furnishings, equipment and fixtures that are included in the rent are listed on a separate inventory which is part of this rental agreement and handed over by the representative of the landlord at the time of moving in. Through his signature, the tenant acknowledges the extent and correctness of the inventory provided

§ 2 Rental period

1. The contract starts on _____

This is a general rental agreement which is valid for an indefinite period of time and which excludes the right to termination with notice. The parties respectively waive their right to terminate the rental agreement with notice for a period of 4 years starting from commencement of the rental agreement. However, the tenant is granted the special right of termination as outlined in greater detail in the following paragraph. Termination with notice is permissible at the earliest at the end of the designated period and in accordance with the statutory period of notice. The right to termination without notice and termination for cause with the related statutory period of notice remains unaffected by the waiver.

The tenant is granted a special right of termination. With a notice period of six months, the tenant can give notice to terminate to take effect at the end of 30 September of each year (i.e. the notice of termination must be received at the latest by the third work day in April of the respective year).

Notice of termination must be made in writing. It must be received by the other party to the contract at the latest by the third work day of the first month of the notice period.

The tenant is also entitled to transfer the rights and obligations of this contract to a new tenant provided there is not an important reason for rejecting this new tenant on the basis of his/her character.

2. Contrary to § 545 of German Civil Code (BGB), further use of the rented apartment after the end of the tenancy does not result in a tacit extension of the tenancy.

§ 3 Termination for cause

Both contracting parties can terminate this agreement for cause and without notice in accordance with statutory provisions.

If the tenant breaches the general rental terms and conditions or the rules of the house, the landlord is entitled – subject to §§ 543 and 569 of German Civil Code (BGB) – to terminate the tenancy without notice if he has warned the tenant in relation to such breaches in writing on two occasions within the last twelve months. Contraventions of the provisions of the general rental terms and conditions and the rules of the house are also considered use in breach of contract (§§ 541 and 543 of German Civil Code (BGB)).

In cases where a particular use of the rental property is only permissible subject to the prior written consent of the landlord or by means of separate contractual agreements, the terms and conditions under which consent was granted and the provisions of the separate agreements are considered an integral part of this rental agreement. Breaches to these provisions and terms and conditions are considered use in breach of contract. The same applies to all uses that require consent and that are subject to agreement in the general rental terms and conditions or the rules of the house.

§ 4 Rent

1. The monthly rent including ancillary expenses (excluding heating and warm water) amounts to 310,00 EURO
A separate statement of ancillary expenses is not provided in this respect.
2. In addition, the tenant pays a monthly advance payment with respect to the operating costs for heating and warm water to the amount of 15,00 EURO
3. This is a rental agreement with stepped rent in accordance with §§ 557a of German Civil Code (BGB).
Accordingly, the monthly rent amounts to a total of 325,00 EURO
4. If the rental property comes with a balcony, the monthly rent increases by € 10 to 335,00 EURO
The rent increases by the following amounts on the following dates:
on 1 October 2011 by € 15, on 1 October 2012 by € 15, on 1 October 2013 by € 15 and on 1 October 2014 by an additional € 15.

The period of the steps is independent of the term of the tenancy. During the period of the stepped rent agreement, increases in rent under §§ 558 and 559 of German Civil Code (BGB) are not permissible. After the expiration of the stepped rent agreement, increases in rent shall take place in accordance with statutory provisions.

§ 5 Mode of payment

1. Rent is, as a basic principle, payable monthly in advance and shall be debited directly from the tenant's own current account or from a current account which is to be specified by the tenant. The granting of authorisation to collect payments by direct debit is a prerequisite for the conclusion of the rental agreement. For cash payments incur additional booking fee of € 10,00.
2. The tenant is responsible for payment of any additional costs incurred due to non-payment of the direct debit.
3. In duly justified exceptional cases, the rental payment may be executed by bank transfer or credit card. In the exceptional cases mentioned in § 5 no. 3, the rent is to be paid (free of charge) monthly in advance onto the landlord's account

Dresdner Bank AG
BLZ: 85080000, Konto-Nr. 0413657300

For international transfers:
IBAN: DE 74850800000413657300
BIC: DRES DE FF 850

Any bank charges incurred are to be borne by the tenant. The date on which the amount is credited is considered the date of payment.

4. The information on the remittance slip must be legible and contain the following:
- surname and first name(s) of the tenant; and
- the month to which the rental payment applies.
5. Rent is to be paid in advance, i.e. at the latest by the third working day of the respective month.

§ 6 Security deposit

For the purpose of guaranteeing claims arising out of the rental agreement and/or of exempting the tenant from claims for damages, the tenant shall provide the landlord with a security deposit to the amount of € 200.

The security deposit is provided by pledging a security deposit bank book in the tenant's name to the landlord. The bank book is to be given to the landlord.

The tenant acknowledges that he is not entitled to offset the security deposit against due rents.

§ 7 Other obligations of the tenant

1. As a basic principle, the apartment may only be used for residential purposes. Should the tenant wish to use the apartment for business or trade purposes, the written consent of the landlord is required
2. The tenant is to provide for regular and adequate heating and ventilation of the rented premises.
3. The tenant is to treat with care and duly clean the rented premises and the jointly used rooms, furnishings and equipment. The tenant is responsible for the cleaning of the rental property. If rooms are carpeted at the time of moving in, the tenant is to ensure that they are cleaned in a professional manner from time to time. If the tenant fails to meet these obligations or does so to an inadequate extent, the landlord is entitled to instruct a company to execute such work at tenant's expense.
4. The tenant is obligated to register any radio or television that is used in his apartment with the Fee Collection Centre of public-law broadcasting institutions in the Federal Republic of Germany (Gebühreneinzugszentrale der öffentlich-rechtlichen Rundfunkanstalten in der Bundesrepublik Deutschland, or GEZ for short). The GEZ fees are borne by the tenant.
5. The tenant is obligated to register and de-register at the competent Residents' Registration Office (Einwohnermeldeamt) at the time of moving in and out respectively.
6. The tenant is to take out a householder's insurance policy (which includes contents and liability insurance) for the purpose of covering any damages. This insurance policy must be maintained during the rental period.

§ 8 Subletting

The subletting of the apartment or parts thereof requires the consent of the landlord.

§ 9 Structural changes made by the tenant

Substantial changes to the rented premises (e.g. major building alterations or fixtures) may only be undertaken subject to the prior written consent of the landlord. The landlord can make the consent contingent on the tenant's guarantee to completely restore the rented premises to its original condition when moving out. The consent does not give rise to an obligation to bear costs on the part of the landlord.

§ 10 Keeping animals

Out of consideration for all residents and the responsibility of the landlord as well as in the interest of proper management of the building and the residents' apartments,

the keeping of pets is prohibited. This regulation takes into consideration the close proximity of the individual rooms within an apartment, the close proximity of the apartments within the building and the joint use of facilities such as bathrooms and common rooms as well as the diverse cultural and religious perceptions of the various residents.

§ 11 Defects in the rental property/duty of disclosure and tenant liability

1. The tenant is to immediately inform the landlord if a substantial defect appears in the rented apartment during the rental period or if precautionary measures are required to prevent expected damage or risk to the apartment or house.
2. The tenant is liable for damage resulting from culpable violation of his duty of care and his duty of disclosure. This also applies to damage resulting from improper operation and handling of furnishings, equipment and technical installations, as well as from inadequate heating and ventilation or inadequate protection against frost.
3. The tenant is liable for fault on the part of family members, domestic staff, guests, subtenants and all persons who are in the apartment with his consent.
4. The landlord is to keep the jointly used rooms, furnishings, equipment, installations and entrances in proper condition. If damage arises in these areas for which the tenant is liable, the landlord can – upon notification to the tenant – arrange for such damage to be repaired at the tenant’s expense.

§ 12 General rental terms and conditions; rules of the house

Upon signing, the general rental terms and conditions together with the rules of the house that are annexed to this agreement become an integral part of this rental agreement.

§ 13 Returning the rental property

1. At the expiration of the agreement, the tenant is to hand over the rental property in a completely cleared and well-swept condition. Decorative repairs (cf. § 11) due up until this point are to be carried out. If the rental property is carpeted, the tenant is to ensure that it is cleaned in a professional manner. Culpably caused damage to the rental property is to be remedied
2. The tenant is to pay compensation in cases of damage to the rented or jointly used rooms or to the furnishings, equipment and/or fixtures within these rooms, as well as in cases of loss of furnishings, equipment and/or fixtures that are included in the rent. The tenant acknowledges that in the event of damage to the rooms or damage to or loss of furnishings, equipment and/or fixtures, it is incumbent on him to prove that he is not responsible for such damage or loss.

3. If multiple tenants reside in an apartment, each tenant within the living area is obligated to immediately inform the landlord of damage to jointly used rooms, furnishings and equipment. If the person who caused the damage to the jointly used rooms, furnishings and equipment cannot be ascertained, all of the tenants in the apartment are liable for the total damage in equal shares.
4. Provided there is no other agreement with the landlord in this respect, furnishings, equipment and fixtures fitted by the tenant are to be removed, and the rental property is to be restored to its original condition. The landlord can stipulate, however, that furnishings and equipment are to be left behind in return for payment of a price which is reasonable at the time of return of the rented premises. The landlord is not entitled to such furnishings and equipment if the tenant has a justifiable interest in taking them with him.
5. § 1 no. 4 of this agreement applies for the return of keys. Provided no other agreement has been made, the keys are to be handed over in person to the landlord or a representative appointed by the landlord. Placing the keys in the letterbox of the landlord does not constitute a proper return.

§ 14 No-fault liability on the part of the landlord

No-fault liability on the part of the landlord (warranty liability) is excluded with respect to material defects present at the time of conclusion of the agreement. § 536a, subsection 1 of German Civil Code (BGB) does not apply in this respect

§ 15 Declaration of consent in accordance with § 4 of the Federal Data Protection Act (Bundesdatenschutzgesetz)

The tenant agrees that all personal data required for the administration of the tenancy can be stored and processed electronically by the landlord

§ 16 The following is also agreed

§ 17 Changes and amendments to the agreement

Changes and amendments to the agreement are to be made in writing. If an individual provision of this agreement is or becomes completely or partially ineffective, the legal validity of the remaining provisions remains unaffected.

Place and date

 Tenant

Place and date

Landlord

General rental terms and conditions; rules of the house



Email bremen@galileoresidenz.com
www.galileoresidenz.com

No. 1 Use of the rental property/subletting

1. The tenant undertakes to coexist with the other tenants in the building in a spirit of trust and community and to act with consideration at all times.
2. The tenant undertakes to treat the apartment and the jointly used furnishings and equipment with care and to keep them free of vermin.
3. The tenant is only permitted to use the rented premises for the contractually specified purposes. The prior consent of the landlord is required should the tenant wish to use the premises for other purposes.

No. 2 Repairs, structural changes and similar items

1. The landlord may, even without the consent of the tenant, undertake repair work and structural changes which become necessary for the conservation of the house, the prevention of imminent danger or the remediation of damage.
2. Conservation and modernisation measures for the purpose of § 554 of German Civil Code (BGB) are to be tolerated by the tenant in accordance with the stipulations of this provision.
3. The mounting of outdoor antennas (including parabolic antennas) requires the prior consent of the landlord.
4. The installation and use of oil and gas heating devices and the storage of dangerous materials such as heating oil and propane gas require the prior consent of the landlord.

No. 3 Access to the rented premises by the landlord

1. After advance written notice of at least 24 hours has been given, the landlord or his representative may access the rented premises during a work day between 10 a.m. and 4 p.m. for the purpose of inspecting the condition of the rented premises, and between 7 a.m. and 7 p.m. for the purpose of undertaking repair work.
2. In particular cases, the landlord – in compliance with the principles of § 242 of German Civil Code (BGB) (good faith) – is entitled to access and inspect the rented premises.
3. In cases of danger, access to the rented property is permitted at any time, and the tenant shall enable such access to the landlord and his representative.
4. In cases of extended absence, the tenant is to ensure that the landlord or his representatives can access the rented premises in the above-specified cases.

No. 4 Use in breach of contract

The tenant is not permitted:

1. to allow a third party to use the rented premises for his sole or joint use without the prior written consent of the landlord. In particular and as a basic principle, all (including partial) assignment of use of the rented premises or rental property to third parties is prohibited. Included in this is the accommodation of family mem-

bers for periods of time which are not short term in nature.

2. to install or arrange for the installation of special equipment (such as major radio equipment and antennas) in the rented premises. The tenant has no entitlement with respect to the granting of permission for such equipment. 3. Einrichtungsgegenstände oder Türen, Fenster, Heizkörper zu bekleben oder zu streichen.
3. to place stickers on or paint furnishings, equipment, doors, windows or radiators.
4. to access the roof covering of flat roof constructions.
5. to connect refrigerators, stoves, air conditioning units or electrical heating appliances in the room.
6. to park bicycles in areas other than those designated for such purposes. In particular, the tenant is not permitted to store bicycles in the apartment.

No. 5 Rules of the house

In the interest of a harmonious coexistence between all the residents of the house, the tenant acknowledges the following provisions as an integral part of the rental agreement:

1. The tenant is prohibited from undertaking structural measures in the rooms and other parts of the premises. The same applies to painting and wallpapering walls and similar measures, as well as to putting dowels into wooden and wall structures or similar changes which affect the structure. The tenant is only permitted to keep electrical devices that are used for communication and entertainment purposes. Equipment such as ovens, refrigerators and electrical heating appliances are prohibited.
2. Furnishings and equipment that are permanently connected to the room are not to be removed from their originally assigned place. It is also prohibited to take parts of the furniture to other apartments
3. Tenants are required to act with mutual consideration. Television and music volumes are to be kept at moderate levels. Also consider your neighbours when using equipment which emits sound, particularly when the window is open, when on the balcony or when outdoors.
4. The house and surrounding property are to be kept clean and tidy.
5. If separate bins are provided for the various types of waste, the residents of the house are to separate their waste accordingly. The area where the bins are stored is to be kept clean.
6. Entrances, stairwells, landings and hallways are to be kept clear of bulky objects which could impair their suitability as escape routes in the event of a fire. It is not permitted to erect furniture or store flammable materials in hallways and stairwells.

7. Smoking is prohibited in all common areas. This also applies to the apartments' common kitchens and recreation rooms unless all of the tenants of the respective apartments have granted their consent and this consent has not been revoked.

No. 6 Breaches

1. The tenant is advised that alongside the assertion of claims for damages, contraventions of the general rental terms and conditions or the rules of the house can

also justify a termination of the tenancy without notice (see § 3 of the rental agreement).

2. Breaches of the rental agreement, the general rental terms and conditions or the rules of the house can result in a warning from the landlord. The landlord can claim a processing fee of € 10.00 for each written warning

Place and date

Place and date

 Tenant

Landlord



Contract of guarantee for a rental agreement



Email bremen@galileoresidenz.com
www.galileoresidenz.com

For the purpose of guaranteeing claims arising out of the rental agreement dated _____

As landlord: Galileo Residenz Bremen GmbH & CO. KG, Fahrenheitstr. 19-25, 28359 Bremen, which is represented by its general partner, Galileo Residenz GmbH, which itself in turn is represented by its managing director with sole power of representation, Thomas Anthony Barry, who in turn is represented by the authorised representative, Brynne Middlemass-Dry	As tenant: _____ First name/surname _____ _____
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1. Guarantor

Surname, first name:

Street:

Postal code/place:

Tel.-No.:

DOB/name at birth:

ID no./date and place of issue:

Bank account no:

Sort code/financial institution:

Name of employer/business:

Business adress:

2. Joint Guarantor (if necessary)

Please enclose a copy of each guarantor's personal identity card

Guarantee with respect to the beneficiary under the contract of guarantee/landlord:

Galileo Residenz Bremen GmbH & CO. KG, which is represented by its general partner, Galileo Residenz GmbH, which itself in turn is represented by its managing director with sole power of representation, Thomas Anthony Barry, who in turn is represented by the authorised representative, Brynne Middlemass-Dry

for an indefinite time period at the following conditions for the principal debtor named under a) above with respect to any and all claims of the landlord arising out of the tenancy and its termination, in particular the due rents, operating costs, charges, contributions, dunning charges and any right of recourse held by the landlord plus respective ancillary obligations up to a maximum amount of € 3,500 for the following rental property:

Galileo Residenz Bremen GmbH & Co. KG
Fahrenheitstr. 19-25, 28359 Bremen

§ 1 Purpose of the security

The guarantee is assumed for the purpose of guaranteeing the claims of the beneficiary under the contract of guarantee that arise out of the said tenancy against the principal debtor.

§ 2 Extension to interest and commissions

The guarantee also includes (default) interest, commissions and costs apportionable to the contract. This also applies if – due to settlement – the interest, commissions and costs have become the principal item.

§ 3 Defence of failure to pursue remedies

Auf die Einrede der Vorausklage verzichten die Bürgen
The Guarantors waive the defence of failure to pursue remedies, the pleas of voidability and set-off as laid out in § 770 of German Civil Code (BGB) as well as the plea of the

statute of limitations with respect to the principal debt. Defences according to § 768 of German Civil Code (BGB) are not possible. The Guarantors cannot derive rights from the type or time of realisation or from the abandonment of other securities.

§ 4 Multiple Guarantors

If multiple persons undertake the role of guarantor in this legal document, they shall be jointly and severally liable.

§ 5 Acknowledgements

Acknowledgements that have already been made or that will be made by the principal debtor in the future to the landlord/beneficiary under the contract of guarantee are only fully valid for the Guarantors if they have been recognised in writing by the Guarantors.

§ 6 Payments by the Guarantors

If the Guarantors make payments, the rights and securities of the beneficiary under the contract of guarantee against the principal debtor are transferred to them in a manner proportionate to the payments made.

§ 7 Changes

Changes to the contract of guarantee must be made in writing.

§ 8 Place of jurisdiction

The place of jurisdiction with regard to this contract of guarantee shall be Bremen.


§ 9 Legal effectiveness

The parties undertake to replace ineffective or void provisions with new provisions which meet the economic regulatory content of these said ineffective or void provisions in a legally permissible manner. The same shall apply in the event of incompleteness. For the purpose of remedying items of incompleteness, the parties undertake to work towards the establishment of adequate regulations in this contract which come as close as possible to those which would have been agreed upon by the contracting parties in accordance with the spirit and purpose of this contract, had such items of incompleteness been taken into consideration.

Place and date

 _____
Guarantor

Place and date

 _____
Joint guarantor



Important! Do not forget to include a copy of the guarantor's identity card.

Direct debit authorisation



Email bremen@galileoresidenz.com
www.galileoresidenz.com

I herewith authorise Galileo Residenz Bremen GmbH & CO. KG, Fahrenheitstr. 19-25, 28359 Bremen, which is represented by its general partner, Galileo Residenz GmbH, which itself in turn is represented by its managing director with sole power of representation, Thomas Anthony Barry, who in turn is represented by the authorised representative, Brynne Middlemass-Dry, to collect – when due – all due sums relating to the tenancy from my/our current account by means of direct debit. This authorisation may be revoked at any time.

- Room without balcony, EURO 325,00/month
- Room with balcony, EURO 335,00/month
- Car parking space, EURO 25,00/month


The sum will be debited for the first time on _____ from then on, on a monthly basis.

If my/our account does not have sufficient funds to cover the requested amount(s), the financial institution at which the account is held is not obliged to make payment. The account will also be used for reimbursements.

Important:

Due to circumstances beyond our control we now receive bank charges of € 10,00 for each cash payment and € 11,50 for each MasterCard or Visa credit card transaction. Unfortunately these costs have to be passed on to the customer, as before D/D, S/O and EC cash is free of charge.

Place and date

 _____
Signature of account holder

Person liable for payment/tenant:

Name:

Address:

Bank details

Account holder:

Bank name:

Sort code:

Account no.:

Security Deposit

The security deposit must be paid before you move into your room. You may pay either cash at the reception or use a German Bank Savings Book, if you are unsure how to open a savings book in Germany then please speak to your bank.



Termination of tenancy

Fahrenheitstr. 19-25

Galileo Residenz GmbH & Co. KG
Fahrenheitstr. 19-25
28359 Bremen

Bremen, _____

Dear Sir or Madam,

I herewith terminate the tenancy agreement that we had concluded in respect to a furnished single room in the apartment building Fahrenheitstraße 19-25 in Bremen subject to the agreed period of notice and other statutory or contractually agreed conditions. The tenancy agreement shall be deemed terminated as of

- 30 September 2011
- 30 September 2012
- 30 September 2013
- 30 September 2014

I hereby kindly request written confirmation.

Place and date



Signature of tenant

Please contact us if your personal circumstances have changed and you no longer wish to terminate the contract.