

Usage agreement for private events and events of university groups of Trier University at the Studierendenhaus of Trier University

The student body of Trier University, represented by the General Students' Committee (AStA), – hereafter referred to as the landlord – and

Name: _____

Student-ID No.: _____

Street: _____

City: _____

Phone: _____

Email: _____

hereafter referred to as the tenant, conclude the following tenancy agreement:



I. General Terms:

The landlord gives the tenant permission to use the following rooms of the Studierendenhaus:

common room (including kitchen) / stage / stereo equipment

Date of the event: _____ Type of event: _____

AStA Universität Trier
Universitätsring 12 b
54296 Trier

Fon 0651 / 60349202
Fax 0651 / 60349233

astaumzu@uni-trier.de
www.asta-trier.de

Rental Costs

Cost breakdown

- Rent	€55.00
- Administrative fee	€70.00
- Waste disposal	€25.00
- Usage of equipment	€50.00
- Cleaning fee	€150.00
Total:	€350.00

was paid on: _____

_____ tenant

_____ management

AStA Cups

handed out: _____ cups

returned: _____ cups

For each cup not returned by the tenant, the landlord will charge a fee of €1.00
After use, the cups must be cleaned and put up to dry.

Deposit

€350.00

were deposited on

tenant

management

The deposit was refunded on

Compensation (Reuegeld): €

tenant

management

Transponder Key for Studierendenhaus

The key(s) will be handed out on:

at:

The key(s) will be returned on:

at:

A transponder key (entrance door, stereo equipment room, kitchen) has been handed out.

I have received all the keys.

tenant

All keys have been returned.

management

Cleaning without Cleaning Service (Appendix Cleaning by Tenant)

The rooms have to be cleaned by the student council by

Cleaning with Cleaning Service (Appendix Cleaning Service)

The rooms have to be cleared for the cleaning service by

- Any waste has to be collected, separated and placed in the waste box next to the Studierendenhaus.
- Do not put glass bottles in the general waste (black container) or recycling (yellow bag)!
- The tenant is responsible for disposing of any used glass containers.

The full terms and conditions are listed in the Cleaning Regulations and the Appendices on Cleaning!

II. Liability

- (1) The landlord is liable for damages to legal assets of the tenant or guests only in case of wilful misconduct or gross negligence.
- (2) The tenant is liable for any missing items. They are also liable for any damages caused by themselves or their guests.
- (3) The tenant is also liable for physical injuries.

III. End of the Tenancy

- (1) The tenancy terminates with the end of the term that was agreed upon.
- (2) The tenancy also terminates with the termination of the usage agreement.

a. Termination by the tenant

If the tenant terminates the agreement before the beginning of the term, the tenant has to pay

- 0%, when terminating more than 2 weeks before the beginning of the term,
- 50%, when terminating 1–2 weeks before the beginning of the term,
- or 100% when terminating less than 1 week before the beginning of the term,

of the rent upon termination.

Exceptional circumstances may be submitted in writing or via email. If they are approved, clause (a) becomes ineffective. The Studierendenhaus manager and AStA are responsible for this decision.

b. Termination by the landlord:

The landlord may terminate the tenancy up to 8 weeks before the beginning of the term without giving any reasons. After that, this is only possible for important reasons. An important reason in particular is if there are serious concerns about escalations during the event.

IV. Deposit

- (1) The security deposit is due upon retrieving the keys.
- (2) When the keys are returned late, €10 per hour entered into will be withheld from the deposit.
- (3) Removing equipment from its designated place will result in at least €50 from the deposit being withheld.
- (4) If members of the student council commit gross negligence, a fine of at least 1/3 of the deposit is due. This fine is independent of potential costs for repairs or additional labour costs.
- (5) Upon returning the keys, the deposit will be refunded, provided the rental property is in orderly condition (see Cleaning Guidelines, Appendix Cleaning, and Usage Guidelines) and the deposit has not expired according to this contract.
- (6) If the property is not cleaned in time and/or correctly, the cleaning fee (€150) will be withheld from the deposit. Additional costs for unorderly condition of the property are added on top of this (at least 1/3 of the deposit will be withheld).
- (7) If the costs for repairs exceed the amount of the deposit, the difference in cost must be paid in full by the tenant.

V. Awareness Concept

- (1) For larger events or parties, an awareness team of at least two people must be provided. Closed events are exempt from this regulation. Exceptions must be approved by AStA (KoMi Office).
- (2) If there are concerns about safety or issues occurred at earlier events, AStA can demand the tenant hire a security company.

VI. Closing Provisions

- (1) The tenant agrees to the Usage Guidelines and Cleaning Guidelines as well as the Appendix Cleaning by Tenant/Appendix Cleaning Service and Rental of Equipment for Studierendenhaus as binding. They are part of this contract.
- (2) The tenant agrees they will not use the Studierendenhaus for commercial activities. Generally, the entry fee must not exceed **€5.00**. Higher entry fees require explicit approval by AStA.
- (3) You may not use disposable plates and cutlery. (Exception: shot glasses/beer pong cups.)
- (4) The landlord or representatives thereof must be allowed access to the rented property at all times.
- (5) The tenant and landlord each receive one copy of the contract, including the Appendix Cleaning and Appendix Rental of Equipment for Studierendenhaus. Violations of the regulations therein may be penalised by withholding the deposit and/or a permanent ban from the property.
- (6) Should any one clause in this contract be invalid, this does not invalidate the rest of this contract.

Cleaning Guidelines for Studierendenhaus of Trier University

1. After use, tenants must completely clean the Studierendenhaus, unless they paid for cleaning services. (For a detailed explanation see Appendix Cleaning by Tenant or Cleaning Service.)
2. The floor must first be swept with a broom, then mopped wet.
3. If the walls, tables and chairs are dirty, they must be wiped with a wet cloth.
4. In the kitchen, all surfaces must be wiped with a wet cloth, the sink must be cleaned, dirty spots in the fridge must be cleaned, and used dishes must be washed.
5. In the bathrooms, the entire floor, walls, sinks, mirrors, pissoirs and toilets must be cleaned.
6. The Studierendenhaus must be kept clean, especially no garbage must be left in the house.
7. After use, the cleaning utensils must be cleaned. Cloths and other cleaning utensils shall be put up to dry.
8. AStA and the Studierendenhaus management have the right to charge the tenant for any additional cleaning costs the tenant has caused.
9. Cleaning utensils and liquids will be provided.
10. The Studierendenhaus must be handed back in the condition it was received in.
11. The terrace, smoking area and entrance must be cleaned.
12. Should the tenants book the cleaning services, the Appendix Cleaning Service applies.

Usage Guidelines for Studierendenhaus of Trier University

The intended audience for events at the Studierendenhaus should be students.

Usage of the rooms for all events must be applied for at Studierendenhaus management. There is no usage right without a written rental contract.

Generally, the house is ready for use at 18:00. After cleaning, the house should be in a condition it can be handed over in, unless a different agreement was made.

1. Burning candles and other open fire is prohibited. Putting up posters is prohibited, except at the designated walls near the entrance.
2. Parcel tape [Paketklebeband] may not be used.
3. Using any medium (e.g. posters, flyers, email, letters, printed media, radio) to advertise events at the Studierendenhaus is prohibited. Exceptions can be applied for in written form at AStA. The application must also be presented in person at AStA. If permitted, the media must clearly indicate the organiser.
4. At the event, nothing may be put on the walls or pillars. Price lists, cables, decoration, etc. may only be put up (on doors, cupboard, etc.) after prior approval. Nothing may be put on the windows.
5. The inventory, especially chairs and tables, may not be removed from inside the Studierendenhaus. After use, tables and chairs of the Studierendenhaus must be put back in their place, unless a different agreement was made.
6. Mindfulness of nearby residents and laws require that the doors of the terrace be closed after 22:00. This especially applies when using the BBQ area.
7. AStA finds it helpful to inform the police or local authorities about events at Studihaus. The organiser is responsible for informing them about an event. If they fail to do so, AStA takes no responsibility. It is recommended to inform the authorities mentioned above about every event.
8. The tenant is responsible for registering the event at GEMA [music licensing body]. AStA takes no responsibility if they fail to do so.
9. Delivery of drinks for the event is only allowed on the day before the event, usually at 16:00 (exception: events on Saturday/Sunday). Leftover drinks and empty bottles must be removed from the Studierendenhaus by 11:00 of the day after the event (or by Monday for events on Saturday or Sunday).
10. Removing the stereo equipment from its designated place is prohibited. Opening the equipment is equally prohibited.
11. Any damage must immediately be reported to the Studierendenhaus management or AStA.
12. Orders by AStA personal and their representatives must be followed.
13. Violations against the Usage Guidelines and/or the Cleaning Guidelines may result in being banned from the property and/or the deposit being withheld. **Violation against point 2 of this agreement will be fined by withholding 50% of the deposit.** In addition, a deposit double of the usual amount may be required for later events; the second time violations occur, the entire deposit will be withheld. After the third time of violating the agreements, the organisers will be permanently banned from the property.
14. Inside the Studierendenhaus, smoking is prohibited. Violations will be fined by withholding 50% of the deposit.

Trier, _____

(Signature tenant) (Landlord)

Privacy Statement

Processing of personal information, like names, addresses, email addresses or phone numbers shall always be in accordance with the General Data Privacy Regulation and country-specific data protection regulations applicable to AStA der Universität Trier K.d.ö.R. By means of this privacy statement, AStA would like to inform the general public of the nature, scope, and purpose of the personal data we collect, use and process. Moreover, data subjects are informed, by means of this data protection declaration, of the rights to which they are entitled.

1. Name and Address of the Controller

Controller for the purposes of the General Data Protection Regulation, other data protection laws applicable in Member states of the European Union and other provisions related to data protection is:

AStA der Universität Trier K.d.ö.R.
Coordinating Member of AStA
Universitätsring 12b
54296 Trier
GermanyPhone: +49 (0) 651 60349220
Email: astakomi@uni-trier.de
Website: www.asta-trier.de

2. Collection and Storage of Personal Data

If you use our moving van service, the following data is collected:

- First name, Last name
- Address
- Email address
- Phone number
- Date of birth
- Student-ID No.

Moreover, all data required to fulfil the contract is collected.

3. Personal data is collected in order to

- communicate with you
- form a rental contract for use of the Studierendenhaus
- fulfil our contractual obligations towards you
- fulfil any potential claims against you
- issue an invoice, if necessary also payment reminders
- for documentation of finances
- to process any insurance claims of the Studierendenhaus during the rental term

Personal data is processed at your request and with your agreement to the rental contract to use the Studierendenhaus.

4. The collected personal data mentioned above will be stored and processed for the period required by law (10 years, starting at the end of the calendar year in which the contract was terminated), and will be erased afterwards.

5. Sharing Data with Third Parties

Generally, we do not share your personal data with third parties. Exceptions are made if this is necessary to fulfil a contract, for example, involving an insurance company after a damage has occurred. Third parties may only process your data for the purposes mentioned above.

6. Your Rights as the Data Subject

Right to object: You may, at any time, object to us processing your data. Following your objection, we shall no longer process your data.

Right of access: You have the right to obtain information about the personal data processed by us. This is especially true for the purposes of processing, the categories of personal data, the categories of third parties (if applicable), the duration of storage.

Right of Rectification: You have the right to ask us to correct or complete incorrect or incomplete personal data stored by us.

Right to Erasure: You have the right to ask us to erase your personal data stored by us, if the processing is no longer necessary to fulfil legal obligations, for reasons of public interest, or to assert, exercise or defend legal interests.

Right to Data Portability You have the right to obtain a copy of the personal data stored by us.

Alternatively, you can ask us to send the copy of your personal data to another party, if this is possible.

Right to Complain You have the right to file a complaint at the responsible institution (see point 2), for example, if you believe that we do not process your personal data correctly.

7. Your right to object

If we process your personal data on the basis of a legitimate interest, you have the right to object to this processing. If you would like to exercise your right to object, you can do so in written form. So feel free to reach out to us via a letter, fax or email. You can find our contact details under point 2.

I accept (tenant)