

Please note:

The following document is a sample rental agreement.

It serves to provide information on contractual conditions, irrespective of rent, deposit or other costs.

These are individual for each apartment.

For bank details and amounts to be paid, please refer exclusively to your own contract.

READ ONLY

Booking summary

	Tenancy Agreement (apartment)	Tenancy Agreement (furniture)
1. Contract number		
2. Rental property	<i>(p. 2 , Sec. 1.1 of the Tenancy Agreement)</i>	
3. Tenancy period	<i>(p. 3 , Sec. 2.1 of the Tenancy Agreement)</i>	The tenancy begins at the start of the tenancy (apartment) and ends automatically with its termination. <i>(p. 12 , Sec. 2.1 of the Tenancy Agreement)</i>
4. Notice period	a) At three months' notice to 30 September of each year b) At four weeks' notice to the end of the month, if the Tenant introduces a suitable new tenant <i>(p. 3 , Sec. 2.5 of the Tenancy Agreement)</i>	Dissolved by the termination of the Tenancy Agreement (apartment) <i>(p. 12 , Sec. 2.3 of the Tenancy Agreement)</i>
5. Rental	Bare rental: Operating cost: <i>(p. 3 , Sec. 3 of the Tenancy Agreement)</i>	Furniture rental: Internet fee: <i>(p. 13 , Sec. 3.1 of the Tenancy Agreement)</i>
	Total rent:	
6. Method of payment	SEPA direct debit SEPA basic direct debit mandate <i>(p. 11)</i>	SEPA basic direct debit mandate <i>(p. 11)</i>
7. The following amounts must be transferred to the Landlord's account before the start of the Agreement:	Deposit: <i>(p. 4 , Sec. 4 of the Tenancy Agreement)</i>	Admission fee: <i>(p. 12 , Sec. 3.2 of the Tenancy Agreement)</i>
8. Landlord's bank details	Account holder: IBAN: BIC/SWIFT: Name of Bank:	Account holder: IBAN: BIC/SWIFT: Name of Bank:

Tenancy Agreement (apartment) with graduated rent

Landlord:

represented by
International Campus GmbH
Blumenstrasse 28
80331 Munich, Germany

which is hereby authorised to make and receive declarations of intent and undertake unilateral legal transactions (e.g. notices of termination, rejections pursuant to Sections 174, 180 of the German Civil Code (BGB), objections pursuant to Section 545 BGB) and to receive money and deposits for the rental property.

(hereinafter also referred to as the "Landlord")

Tenant:

First name and surname

Current address:

Apartment no.

Agreement number:

(hereinafter also referred to as the "Tenant")

Landlord's bank details for all payments:

Account holder:

IBAN:

BIC/SWIFT:

Name of Bank:

Between **X** as Landlord of the apartment (Landlord) and the Tenant, a Tenancy Agreement is concluded for an apartment in THE FIZZ student residence within the meaning of Section 549 (3) BGB.

Section 1 Rental property

1. The Landlord lets, as a rental property, the apartment no. **X**, consisting of an entrance area, shower room and living/bedroom, in the student residence „**X**“, **X** in **X** (hereinafter also referred to as "THE FIZZ") for residential purposes. The apartment may only be occupied by the persons listed on page 1 as tenants. Multiple tenants are jointly and severally liable.

The Landlord lets the apartment according to the occupancy concept and rotation concept which can be viewed at www.the-fizz.com. The Tenant undertakes to present the Landlord, represented by International Campus GmbH, with a current certificate of matriculation each semester without being requested to do so, which must be sent to the following e-mail address: service@the-fizz.com. The Tenant is also obliged to inform the Landlord without delay of his exmatriculation.

Under the Landlord's special right of termination, the Landlord is entitled to serve notice of termination of the Agreement no later than the third working day of a calendar month to the end of the month after next

- in the case of residents who gave false information when applying
 - if matriculation is cancelled
 - upon graduation not directly followed by a second degree course.
2. For security reasons, the Tenant is prohibited from installing his own locks or lock cylinders in the door to the apartment.
 3. The letterboxes are marked only with numbers. The Tenant must give the number of his apartment as well as his name and address so that letters can be sent to him.

Section 2 Tenancy period / exclusion of ordinary notice of termination

1. The rental property is let for a limited period and only for temporary use. The tenancy begins on **X** and ends on **X**, without notice of termination being required. During this period, ordinary termination is excluded; the right to extraordinary termination remains unaffected.
2. The tenancy is furthermore subject to a condition precedent. It only becomes effective when the rental property has been handed over to the Tenant. If handover to the Tenant does not take place within seven days of the start of the tenancy agreed in Section 2 (1), the Landlord has a contractual right of withdrawal; the said contractual right of withdrawal shall not apply if handover does not take place due to circumstances for which the Landlord is responsible. The said right of withdrawal is extinguished at the time the rental property is handed over.
3. If the rental property is not made available at the agreed time, the Tenant may – subject to the provisions of Section 15 – only claim damages if the Landlord is responsible for the delay due to intent or gross negligence. The Tenant's right to a rent reduction or to termination without notice due to failure to make the rental property available for use in good time shall remain unaffected.
4. After expiration of the tenancy – contrary to Section 545 BGB – the tenancy shall not be tacitly extended through continued use of the apartment.
5. Notwithstanding Section 2 (1), the Tenant has a special right of termination
 - a) at three months' notice to 30 September of each year;
 - b) at four weeks' notice to the end of the month, where the Tenant introduces a suitable new tenant who is willing to conclude a tenancy agreement with the Landlord for a minimum term of six months ending on 30 September of a year, which follows on from this tenancy without a break. The new tenant shall be deemed suitable for such purposes if he is a registered student at a university or technical college and solvent and the conclusion of such agreement is objectively reasonable for the Landlord. Conclusion of an agreement with the new tenant introduced by the Tenant is unreasonable in particular where the Landlord is unable to fulfil the tenancy agreement with the new tenant introduced by the Tenant due to a new letting of the rental property to a third party to whom the Landlord is already legally obligated.If the Tenant terminates the tenancy on the basis of the foregoing provisions (Section 2 (2.b)), the Tenant shall be obliged to pay the Landlord – as compensation for the increased handling costs incurred by the Landlord – €150.00 (including 19% VAT) by way of a re-letting fee. The re-letting fee becomes due upon surrender of the rental property to the Landlord. The Landlord remains entitled to prove that its actual expenses were higher in the individual case. The Tenant is free to prove that the Landlord has incurred lower expenses than the re-letting fee in the specific case.
6. Notice of termination of the Tenancy Agreement must be served in writing and sent by post to International Campus GmbH, Blumenstrasse 28, 80331 Munich, Germany, which is authorised by the Landlord to receive notice of termination.

Section 3 Rents / operating costs / graduated rent

1. The monthly rent payable to the Landlord for the rental property is as follows
 - a) Rent **X,XX €**
 - b) Operating cost **X,XX €**
2. In addition to rent, the Tenant shall also bear the operating costs in accordance with Section 2 nos. 1 – 17 of the Operating Costs Ordinance (Betriebskostenverordnung) as well as the costs of maintaining fire extinguishers, electrical wiring and gas pipes, gutter cleaning, Legionella testing in accordance with the Drinking Water Ordinance (Trinkwasserverordnung) and roof maintenance. These operating costs to be borne by the Tenant, including heating and hot water costs, shall be levied proportionally on the Tenant as part of the operating cost lump-sum fee referred to in Section 3 (1.b) above. Operating costs will not be billed separately.
3. The Tenant may not operate his own refrigerators, stoves, air conditioners, electric heaters of any kind, aquariums or terrariums in the apartment without the Landlord's written consent. The operating cost lump-sum fee also includes the costs of electricity. This excludes electricity costs incurred due to the operation of the aforementioned equipment and consumers. These are to be paid additionally by the Tenant.
4. The Landlord shall be entitled to levy increases in operating costs proportionally on the Tenant by declaration in text form; the declaration shall state the reason for the levy. The Tenant shall owe the part of the levy attributable to him at the beginning of the month after next following the declaration. The Landlord shall also be entitled to claim any increases in operating costs retrospectively, but going back no further than the beginning of the calendar year preceding the declaration of increase.
5. The Landlord is entitled to change the type of heating and hot water supply, in particular to heat contracting or district heating, without the Tenant's consent.

6. A graduated rent is agreed for the period from **X** to **X**
 The monthly basic rent (bare rental) for the apartment shall increase
 from year 2 to**X,XX** €
 from year 3 to
 from year 4 to

Section 4 Rental deposit

1. To secure all claims of the Landlord arising from the tenancy, the Tenant shall pay to the Landlord a rental deposit for the apartment amounting to three months' bare rental in accordance with Section 3 (1.a) (without operating cost lump-sum fee) no later than 14 days before the start of the tenancy).
2. The Tenant shall transfer the **rental deposit in the amount of X,XX €** to the Landlord's account **no later than 14 days before the start of the tenancy**

Account holder:

IBAN:

BIC/SWIFT:

Name of Bank:

The foregoing is without prejudice to Section 551 (2) BGB.

3. In the event of changes to the rent or the monthly advance payments for ancillary costs, the Landlord shall be entitled to adjust the amount of the deposit, taking into account the increase which has occurred, in accordance with Section 315 BGB, within a period of two weeks.
4. In accordance with Section 551 (3) sentence 5, the Landlord is not obliged to pay interest on the rental deposit.
5. During the tenancy, the Tenant may not offset due claims of the Landlord against the Tenant's right to refund of the deposit.
6. The rental deposit shall be repaid to the Tenant three months after the tenancy has ended and the property has been handed back by the Tenant, provided the Landlord has no counter-claim arising from the tenancy. For this purpose, the Tenant shall inform the Landlord of a valid SEPA account at the time of handover. If the Tenant does not inform the Landlord of a valid SEPA account, the Tenant shall bear the costs necessarily incurred for repayment of the rental deposit; the Landlord shall be entitled to withhold such costs from the deposit amount.

Section 5 Method of payment (SEPA basic direct debit mandate) of rent for the rental property and the operating cost lump-sum fee

1. For the entire duration of the tenancy, the rent and the operating cost lump-sum fee are payable in advance no later than the third working day of each month. The time at which the amount is credited to the Landlord's account determines the timeliness of payment (see Section 4 (2)).
2. The amounts specified in Section 3 shall be debited at the beginning of the month. If the direct debit mandate is issued at the same time the tenancy agreement is signed, rent will be debited for the first time on the 15th of the month and at the beginning of the month thereafter.
3. The Tenant is obliged to make out the attached SEPA basic direct debit mandate in the Landlord's favour. If the account is changed, the Landlord must be notified immediately in order to issue a new SEPA basic direct debit mandate. The valid SEPA details must be sent no later than 14 days after the start of the tenancy via e-mail to:
 rentalaccounting@the-fizz.com.
4. The Tenant shall be liable for any costs incurred by the Landlord due to non-collection of the direct debit.

Section 6 Other obligations of the Tenant

1. The rental property may only be used for residential purposes. Use for business or commercial purposes is not permitted.
2. The Tenant shall ensure that the rental property is regularly and adequately heated and ventilated.
3. The Tenant shall treat the rental property and the rooms and areas available for general use as well as their facilities with all due care and observe the attached House Rules.
 Cleaning and care of the rental property is the responsibility of the Tenant; this includes outside windows and outside window sills (this includes windows that can be opened). If the Tenant does not fulfil these obligations or does so inadequately, the Landlord shall be entitled, after the fruitless expiry of a deadline, to arrange for a company to carry out this work at the Tenant's expense.

4. The Tenant is obliged immediately to notify "Beitragsservice von ARD, ZDF und Deutschlandradio" of the radio apparatus used in the rental property. The licence fees are paid by the Tenant himself; they are not included in the operating cost lump-sum fee.
5. The Tenant is obliged to register and de-register at the responsible residents' registration office when moving in and out.
6. It is not permitted to erect outdoor aerials outside the rental property. Outdoor aerials erected without authorisation must be removed by the Tenant at his own expense, restoring the property to its former condition.
7. The replacement of lamps shall be at the Tenant's expense. When handing back the property, all lamps must be handed over in the same type, wattage and functional condition as when the rental property was handed over to the Tenant.

Section 7 Subletting

1. Subletting of the rental property requires the written permission of the Landlord.
2. The Tenant is not permitted to let the rental property to tourists (airbnb, etc.). The rental property is approved under public law only for residential purposes, corresponding to the rental purpose agreed in Section 1 (1) . Any commercial subletting is strictly prohibited and shall entitle the Landlord to terminate the tenancy without notice. Any such violation shall immediately be reported to the relevant authorities (including the Trade Supervisory Office, Tax Office, Public Order Office).

Section 8 Alterations of the rental property by the Tenant

The Tenant may not carry out alterations, particularly fixtures, conversions, installations or similar, in relation to the rental property without the Landlord's permission; they must be undone before handing back the rental property.

Section 9 Pets

Pets – with the exception of small animals such as ornamental birds, ornamental fish, hamsters, etc. – may not be kept without the Landlord's written consent, which the Landlord can withhold for practical reasons. The Landlord reserves the right to revoke any consent given if there is a good reason for doing so.

Section 10 Defects of the rental property / duty of disclosure and Tenant's liability / insurance

1. The Tenant shall inform the Landlord immediately if a not insignificant defect appears in the rental property or if precautions against expected damage or danger to the rental property or the building become necessary during the tenancy.
2. The Tenant is liable for damages caused by culpable violation of his duties of care and notification. This shall also apply to damage caused by improper operation and handling of facilities and technical installations, inadequate heating or ventilation or inadequate protection against frost.
3. The Tenant is also liable for damage that is the fault of family members, visitors, subtenants and all persons staying in the building or apartment with his consent.
4. The Landlord shall keep the rooms and areas intended for communal use, their facilities, installations and entrances in proper condition. If they suffer damage for which the Tenant is liable, the Landlord may, after the fruitless expiration of deadline for repairing the damage, have the damage repaired at the Tenant's expense.
5. The Tenant gives an undertaking to the Landlord that, for the duration of the furniture rental, he will arrange liability insurance with adequate cover which also includes liability for rented objects. Proof must be sent no later than 14 days after the start of the tenancy to the following e-mail address: service@the-fizz.com. Furthermore, the Landlord advises the Tenant to take out household insurance for the Tenant's own belongings, since otherwise the Tenant may have to bear any damage for which the Landlord is not responsible.

Section 11 House Rules

The House Rules attached hereto are an integral part of this Tenancy Agreement. The House Rules can be amended unilaterally by the **Landlord** if necessary for reasons of good order or management. The Landlord will then notify the Tenant of the new House Rules.

Section 12 Cosmetic repairs to the rental property

The Tenant shall be obliged to professionally carry out or have carried out such cosmetic repairs as are necessary due to use of the rental property in the interior of the rooms of the rental property which are let for the Tenant's exclusive use. Cosmetic repairs include wallpapering, painting or whitewashing of walls and ceilings, painting of floors, painting of radiators including heating pipes, interior doors and windows and exterior doors on the inside.

Section 13 Handover and return of the rental property

1. At the end of the Agreement, the Tenant shall completely vacate the rental property, removing all objects introduced by him, in accordance with the Agreement. Damage culpably caused to the rental property by the Tenant shall be repaired.
2. In the event of damage to the rental property, the Tenant shall be liable to pay compensation. The Tenant acknowledges that, in the event of damage to the rental property or parts thereof, it shall be his responsibility to prove that he is not responsible for the damage.
3. The Tenant shall remove any fixtures and installations with which the Tenant has equipped the rental property and restore the property to its original condition, unless otherwise agreed with the Landlord.
4. Concerning the return of the key set or access control fob, Section 1 (2) of this Agreement applies. Unless otherwise agreed, the key set or access control fob must be handed over in person to the Landlord's authorised representative (International Campus GmbH or the House Manager).
5. In order to establish the necessity of work and/or the condition of the rental property, the Landlord shall be entitled to enter the rental property with the Tenant after agreeing an inspection date, no later than the 15th of the month in which the tenancy ends. The Landlord may call in other persons for this purpose or have the inspection carried out by third parties. If the 15th of the month in which the tenancy ends falls on a Saturday, Sunday or public holiday, the inspection shall take place no later than the preceding working day. The Tenant is entitled to refuse the inspection for compelling reasons, provided he informs the Landlord immediately in writing and offers alternative inspection dates in the near term. The inspection serves to identify any defects and/or need for cosmetic repairs that the Tenant must deal with before handing back the property.
6. Appointments shall be made for the handover and return of the key, access control fob and apartment upon the arrival and departure of the Tenant, which can only take place during the House Manager's office opening hours; the office is closed on Saturdays, Sundays and public holidays.

Section 14 Right of entry

1. In order to establish the necessity of work and/or the condition of the rental property, the Landlord shall be entitled to enter the rental property with the Tenant after agreeing an inspection date. The Landlord may call in other persons for this purpose or have the inspection carried out by third parties.
2. In case of cancellation, re-letting or intended sale of the apartment, the Tenant shall allow viewings on working days from 9 am to 1 pm and 3 pm to 7 pm, and on Sundays and public holidays from 11 am to 1 pm. For the carrying out of works, this obligation applies during the working hours of the tradesman concerned, and at any time of day or night in case of imminent danger.
3. If the Tenant is absent for several days, the keys are to be made readily accessible, notifying the Landlord in writing; otherwise the Landlord may, in urgent cases, have the rental property opened at the Tenant's expense.

Section 15 Landlord's liability, set-off, right of retention

1. The Landlord does not bear no-fault liability to pay damages for defects of the rental property that exist at the time the agreement is entered into (guarantee liability); consequently, Section 536a (1) 1st alternative BGB does not apply.
2. The Landlord and its vicarious agents are liable for intent and gross negligence. They shall be liable for minor negligence only if there is a breach of essential or typical contractual obligations. This exclusion of liability does not apply in the case of injury to body, life, health, freedom or sexual self-determination resulting from a negligent breach of duty by the Landlord or an intentional or negligent breach of duty by a legal representative or vicarious agent. Furthermore, the exclusion of liability does not apply if the Landlord has assured, guaranteed or fraudulently concealed a certain characteristic of the rental property.
3. Nor does the exclusion of liability apply to damages for which the Landlord has received insurance indemnity or for which the Landlord can successfully have recourse against a third party.
4. The Tenant may only set off claims against the rent if these are undisputed, legally established or ready for judgement. The same applies to the exercise of a right of retention.

Section 16 Delivery of documents, multiple tenants

1. The Tenant is obliged always to inform the Landlord of a deliverable address.
2. Declarations of intent by the Landlord must be made by or to all tenants. The tenants authorise each other to receive declarations of intent from the Landlord. Such authorisation shall also apply to the acceptance of notices of termination by the Landlord, but not to the conclusion of rental termination agreements. The authorisation can be revoked by tenants only for a compelling reason.

Place and date

Place and date

X _____
Tenant

Landlord

READ ONLY

Cancellation policy

Right of cancellation

You have the right to cancel this Agreement within fourteen days without giving reasons. The cancellation period is fourteen days from the date of concluding the Agreement.

To exercise your right of cancellation, you must inform us

Name: International Campus GmbH
Address: Blumenstrasse 28, 80331 Munich
Tel.: 089 –88 96 90 – 400
Email: service@the-fizz.com

by means of a clear statement (e.g. a letter sent by post, fax or e-mail) of your decision to cancel this Agreement. You may use the attached model cancellation form, which is not however mandatory.

Notification of exercise of the right of cancellation is deemed to have been delivered before the cancellation deadline provided it is sent off before the expiry of the cancellation period.

Consequences of cancellation

If you cancel this Agreement, we shall refund all payments we have received from you immediately or no later than fourteen days from the date on which we received notice of your cancellation of this Agreement. For this refund we will use the same payment method that you used for the original transaction, unless expressly agreed otherwise with you; in no event will you be charged for this refund.

If you have requested that services should begin during the cancellation period, you must pay us an appropriate amount corresponding to the share of the services already provided up to the time you notify us of the exercise of your right to cancel this Agreement relative to the overall scope of the services provided for under the Agreement.

_____ X _____
Place and date (Tenant – _____)

In full knowledge of the above cancellation policy, I expressly request that the Landlord begin to fulfil its performance obligation before the expiry of the cancellation period. **I am aware that I am obliged to pay compensation for the value of services provided up to the time of cancellation and that, in the event of complete performance of the Agreement by**

International Campus GmbH
Blumenstrasse 28
80331 Munich – Germany,

I will lose my right of cancellation.

_____ _____
Place and date (Tenant – _____)

The **MODEL CANCELLATION FORM** printed on the next page is merely a model. Please use it **only if you wish to cancel this Agreement** in accordance with the aforementioned conditions and legal consequences.

READ ONLY

MODEL CANCELLATION FORM

Cancellation is notified to:

International Campus GmbH
Blumenstrasse 28
80331 Munich – Germany

I/we hereby cancel the Agreement concluded by me/us for the provision of the following service:

Tenancy agreement dated:

for the following apartment:

Name of consumer:

Address of consumer:

Place, date

READ ONLY

SEPA basic direct debit mandate for recurring payments / SEPA basic direct debit

Name and address of payee (creditor)
International Campus GmbH, Blumenstrasse 28, 80331 Munich, Germany

Creditor identification number CI X	Mandate reference X
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Location X		
Tenant as per Tenancy Agreement X	Apartment number	X
Date of first direct debit X	The amounts to be debited are stated in the Tenancy Agreements	

By my signature I authorise **International Campus GmbH** to collect payments from my account by direct debit. I also instruct my bank to release the amounts debited to my account by International Campus GmbH. I may request refund of the debited amount within eight weeks of the debit date. The terms and conditions agreed with my bank apply.

Payee name:
International Campus GmbH, Blumenstrasse 28, 80331 Munich, Germany

Account holder / payer (first name, surname)
X

Street, number, postcode, city

Country

Bank

BIC / Swift BIC	IBAN
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Place, date	Payer's signature
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Rental agreement (furniture rental)

Landlord:

International Campus GmbH

Blumenstrasse 28
80331 Munich – Germany

(hereinafter also referred to as the “Landlord”)

VAT ID no.: X

Tenant:

First name and surname

Current address:

Apartment no. X

Contract number: X

(hereinafter also referred to as the “Tenant”)

Section 1 Rental property

The Landlord lets, as rental property, the furnishings of the apartment rented under the Tenancy Agreement between the Tenant and X in the student residence “X“, X in X (hereinafter “THE FIZZ”).

Section 2 Tenancy period / exclusion of ordinary notice of termination

1. The rental property is let for a limited period and only for temporary use exclusively in the apartment rented under the Tenancy Agreement between the Tenant and X. The tenancy begins subject to the condition precedent of commencement of the residential tenancy agreement (Section 549 (3) BGB) between the Tenant and X for the apartment in THE FIZZ and ends in accordance with Section 2 (3) without notice of termination being required. During this period, ordinary termination is excluded; the right to extraordinary termination remains unaffected.
2. After expiration of the tenancy – contrary to Section 545 BGB – the tenancy shall not be tacitly extended through continued use.
3. The tenancy is dissolved by the termination of the residential tenancy agreement between the Tenant and X (Section 549 (3) BGB) for the apartment in THE FIZZ, i.e. this Agreement also ends with immediate effect if the aforementioned residential tenancy agreement is ended (e.g. by termination or cancellation).
4. Notice of termination of the tenancy must be served in text form.

Section 3 Rent

1. The monthly rent payable to the Landlord for the rental property is as follows
 - a) Furniture rent X,XX €
 - b) Internet fee X,XX €

including statutory value added tax (currently 19%).

The Tenant is provided with a DSL connection in the rental property with the customary bandwidth (“**media usage**”). The costs of the aforementioned media usage to be borne by the Tenant are included in the Internet fee according to Section 3 (1.b). Ordinary fluctuations in bandwidth and insignificant losses in media usage are known to the Tenant and are deemed to be in accordance with the Agreement, provided they do not exceed the usual level.

2. The Landlord provides a House Manager Service in “THE FIZZ” for use of communal areas, communal facilities in the building and in the outdoor facilities, as well as use of rental equipment such as Playstation, iron and ironing board, vacuum cleaner, board games, etc. and organises “THE FIZZ” events at regular intervals in which only tenants of “THE FIZZ” may participate. For these services, the Tenant is obliged to pay a one-off **admission fee** amounting to X,XX € (including 19% VAT) to the following account of the Landlord:

Account holder:

IBAN:

BIC/SWIFT:

Name of Bank:

Payment is due immediately.

Section 4 Payment method (SEPA basic direct debit mandate) for furniture rental and media usage

1. For the entire duration of the tenancy, furniture rental is payable in advance on the third working day of each month. The time at which the amount is credited to the Landlord's account determines the timeliness of payment (see Section 3 (2)).
2. The amounts indicated in paragraph 1 shall be debited at the beginning of the month. If the direct debit mandate is issued at the same time the tenancy agreement is signed, rent will be debited for the first time on the 15th of the month and at the beginning of the month thereafter.
3. The Tenant is obliged to make out the attached SEPA basic direct debit mandate in the Landlord's favour. If the account is changed, the Landlord must be notified immediately in order to issue a new SEPA basic direct debit mandate. The valid SEPA details must be sent no later than 14 days after the start of the tenancy to: rentalaccounting@the-fizz.com.
4. The Tenant shall be liable for any costs incurred by the Landlord due to non-collection of the direct debit.

Section 5 Other obligations of the Tenant

1. The rental property may only be used for residential purposes.
2. Use for business or commercial purposes is not permitted.
3. The rental property or parts of the rental property may only be removed by the Tenant from the apartment rented under the Tenancy Agreement between the Tenant and DMITenancy.property.building.landlord.name during the rental period if it is guaranteed that the rental property or parts of the rental property will not be put at risk by transporting them to and fro. The Landlord must be notified in writing before the rental property is removed.

Section 6 Subletting

Subletting of the rental property requires the written permission of the Landlord.

Section 7 Changes made by the Tenant to the substance of the rental property

Changes to the substance of the rental property are not permitted.

Section 8 Defects of the rental property / duty of disclosure and Tenant's liability / insurance

1. The Tenant shall inform the Landlord immediately if a not insignificant defect appears in the rental property or if precautions against expected damage or danger to the rental property become necessary during the rental period.
2. The Tenant is liable for damages caused by culpable violation of his duties of care and notification. This also applies to damage caused by improper operation and handling of the rental property.

3. The Tenant is also liable for damage that is the fault of family members, visitors, subtenants and all persons using the rental property with his consent.
4. The Tenant gives an undertaking to the Landlord that, for the duration of the rental, he will arrange liability insurance with adequate cover which also includes liability for rented objects. Proof must be sent no later than 14 days after the start of the rental to the following e-mail address: service@the-fizz.com

Section 9 Cleaning and care, theft

1. The Tenant is responsible for the cleaning and care of the rental property during the rental period, insofar as necessary given the condition of the rental property. If the Tenant does not fulfil these obligations or does so inadequately, the Landlord shall be entitled, after the fruitless expiry of a deadline, to arrange for a company to carry out this work at the Tenant's expense.
2. The Landlord is not liable for theft of the rental property or parts thereof, subject to the provisions of Section 12.

Section 10 Return of the rental property

1. At the end of the Agreement, the Tenant shall hand over the rental property in accordance with the Agreement. Damage culpably caused to the rental property shall be repaired.
2. In the event of damage to and/or loss of the rental property, the Tenant shall be liable to pay compensation. The Tenant acknowledges that, in the event of damage to or loss of the rental property or parts thereof, it shall be his responsibility to prove that he is not responsible for the damage or loss.
3. In order to establish the necessity of work or the condition of the rental property, the Landlord shall be entitled to enter the rental property with the Tenant after agreeing an inspection date, no later than the 15th of the month in which the tenancy ends. The Landlord may call in other persons for this purpose or have the inspection carried out by third parties. If the 15th of the month in which the tenancy ends falls on a Saturday, Sunday or public holiday, the inspection shall take place no later than the preceding working day. The Tenant is entitled to refuse the inspection for compelling reasons, provided he informs the Landlord immediately in writing and offers alternative inspection dates in the near term. The inspection serves to identify any defects and/or need for cosmetic repairs that the Tenant must deal with before handing back the property.

Section 11 House Rules

The House Rules attached hereto are an integral part of this Tenancy Agreement. The House Rules can be amended unilaterally by the Landlord if necessary for reasons of good order or management. The Landlord will then notify the Tenant of the new House Rules.

Section 12 Landlord's liability, mitigation, set-off, right of retention

1. The Landlord does not bear no-fault liability to pay damages for defects of the rental property that exist at the time the agreement is entered into (guarantee liability); consequently, Section 536a (1) 1st alternative BGB does not apply.
2. The Landlord and its vicarious agents are liable for intent and gross negligence. They shall be liable for minor negligence only if there is a breach of essential or typical contractual obligations. This exclusion of liability does not apply in the case of injury to body, life, health, freedom or sexual self-determination resulting from a negligent breach of duty by the Landlord or an intentional or negligent breach of duty by a legal representative or vicarious agent. Furthermore, the exclusion of liability does not apply if the Landlord has assured, guaranteed or fraudulently concealed a certain characteristic of the rental property.
3. Nor does the exclusion of liability apply to damages for which the Landlord has received insurance indemnity or for which the Landlord can successfully have recourse against a third party.
4. The Tenant shall only be entitled to a rent reduction if the reason for and amount of the rent reduction are acknowledged by the Tenant, undisputed, ready for judgement or legally established. Claims of the Tenant for (partial) refund of rent, advance payments of operating costs and rectification of defects remain unaffected by the foregoing.
5. The Tenant may only offset claims against the Landlord or exercise rights of retention/refusal of performance with claims that are recognised by the Landlord, undisputed, ready for judgement or legally established. The Tenant must notify the Landlord in writing of the exercise of such rights one month in advance.

Place and date

Place and date

X _____
Tenant

Landlord

READ ONLY

Cancellation policy

Right of cancellation

You have the right to cancel this Agreement within fourteen days without giving reasons. The cancellation period is fourteen days from the date of concluding the Agreement.

To exercise your right of cancellation, you must inform us

Name: International Campus GmbH
Address: Blumenstrasse 28, 80331 Munich
Tel.: 089 –88 96 90 – 400
Email: service@the-fizz.com

by means of a clear statement (e.g. a letter sent by post, fax or e-mail) of your decision to cancel this Agreement. You may use the attached model cancellation form, which is not however mandatory.

Notification of exercise of the right of cancellation is deemed to have been delivered before the cancellation deadline provided it is sent off before the expiry of the cancellation period.

Consequences of cancellation

If you cancel this Agreement, we shall refund all payments we have received from you immediately or no later than fourteen days from the date on which we received notice of your cancellation of this Agreement, including delivery charges (other than additional charges arising from your choice of a method of delivery other than the cheapest standard delivery offered by us). For this refund we will use the same payment method that you used for the original transaction, unless expressly agreed otherwise with you; in no event will you be charged for this refund.

If you have requested that services should begin during the cancellation period, you must pay us an appropriate amount corresponding to the share of the services already provided up to the time you notify us of the exercise of your right to cancel this Agreement relative to the overall scope of the services provided for under the Agreement.

_____ X _____
Place and date (Tenant – _____)

In full knowledge of the above cancellation policy, I expressly request that the Landlord begin to fulfil its performance obligation before the expiry of the cancellation period. **I am aware that I am obliged to pay compensation for the value of services provided up to the time of cancellation and that, in the event of complete performance of the Agreement by**

International Campus GmbH
Blumenstrasse 28
80331 Munich – Germany,

I will lose my right of cancellation.

_____ _____
Place and date (Tenant – _____)

The **MODEL CANCELLATION FORM** printed on the next page is merely a model. Please use it **only if you wish to cancel this Agreement** in accordance with the aforementioned conditions and legal consequences.

READ ONLY

MODEL CANCELLATION FORM

Cancellation is notified to:

International Campus GmbH
Blumenstrasse 28
80331 Munich – Germany

I/we hereby cancel the Agreement concluded by me/us for the provision of the following service:

Tenancy agreement dated:

Name of consumer:

Address of consumer:

Place, date

READ ONLY

House Rules

Residents living together in THE FIZZ must have particular consideration for one another. Nuisances and disturbance of fellow residents are to be avoided. The Tenant undertakes to respect the peace of others. Mutual consideration, willingness to settle conflicts and tolerance are essential prerequisites for living together in THE FIZZ.

1. Living in THE FIZZ

- 1.1. Living in the building is only permitted on the basis of a valid tenancy agreement. The same applies to the use of all communal areas and the underground car park. Friends and acquaintances are welcome to visit.
- 1.2. The Landlord or its representative may enter the rented rooms for a valid reason, in particular for viewing of the rental property by potential new tenants before the Tenant has moved out and handed back the property, or for sale of the property, by arrangement with the Tenant after prior notification or announcement on the notice board. Access shall be allowed at any time if it would be dangerous to delay.

2. Use of the rented living space

- 2.1. The rented rooms entrusted to the Tenant for his use must be treated with care and protected from damage.
- 2.2. Necessary repairs and defects must be reported to the House Manager immediately.
- 2.3. Technical equipment in the rented room must be used in accordance with the operating instructions provided at the time of moving in.
- 2.4. Door cylinders not belonging to the building may not be fitted.
- 2.5. The affixing of posters, pictures, stickers, banners, placards, etc. is prohibited throughout the building, except on the walls of the rental property.
- 2.6. Floors, windows, doors and furnishings included in the rental may only be cleaned with commercially available and appropriate agents. Care instructions must be observed.
- 2.7. Objects or food leftovers must not be thrown into the WC or other drains.
- 2.8. The use of corrosive pipe cleaners is prohibited due to the resulting danger to the drainage pipes.
- 2.9. Doors and windows must be kept properly closed in case of bad weather or absence.
- 2.10. The Tenant shall report any case of vermin infestation in the rented rooms to the House Manager immediately.
- 2.11. Barbecuing on the balcony is not allowed.
- 2.12. The Landlord is not liable for the loss of property and valuables of the Tenant, provided it is not due to a defect of the rental property.
- 2.13. The Tenant shall avoid unnecessary use of water and electricity in the communal parts of the building.
- 2.14. Water, electricity and heating must be used sparingly.
- 2.15. The Tenant shall ensure adequate ventilation. During the heating season, several bursts of fresh air per day are sufficient to air the room. Keeping the window sash permanently tilted leads to considerable energy losses, which must be avoided.
- 2.16. Standardised connection cables must be used for the radio and television sockets. The connection sockets must not be tampered with.

3. Use of communal facilities in THE FIZZ

- 3.1. When using communally available facilities of the building, these must also be treated with due care and consideration and damage must be avoided. This also applies to technical equipment provided in the communal facilities.
- 3.2. Rubbish and waste may only be emptied into, not next to, the bins or refuse chutes provided for this purpose. Official regulations on waste separation (organic waste, residual waste, waste paper bins, etc.) must be observed. Bulky or easily combustible waste must be disposed of elsewhere. Rubbish must not be stored outside the apartment or in the corridors.
- 3.3. Personal items must not be stored in areas of the site and of the building intended for communal use. This applies in particular to corridors, stairwells, wash rooms, kitchens and balconies.
- 3.4. Highly flammable, harmful, dangerous or foul-smelling materials or substances must not be stored on the site or in the building.
- 3.5. The Tenant is liable for all damage culpably caused by him in all publicly accessible areas of the building.

- 3.6. The building's letterbox facility is provided with corresponding room numbers by the House Manager. It is not permitted to affix names to letterboxes.
- 3.7. Outdoor aerials and satellite dishes may only be erected with the Landlord's written consent.
- 3.8. It is not permitted to carry out structural or technical modifications or interfere with safety and security facilities or utilities (e.g. locking systems, gas, water and sanitary areas, electrical system). All electrical equipment used by the Tenant must bear the CE conformity mark of the EU.
- 3.9. The communal areas and study rooms may only be used for parties or celebrations after prior consultation with House Managers. Corridors and escape routes must not be used for parties or celebrations.

4. Considerate use and night-time quiet hours

- 4.1. In our THE FIZZ student residence, residents should be able to work and study undisturbed. Residents living together in THE FIZZ must have particular consideration for one another. Their fellow residents must not be disturbed. Noise such as loud music, slamming doors, etc. is to be avoided. Radio and television sets must be set to room volume.
- 4.2. In the living area, night-time quiet must be observed from 10 pm to 7 am.
- 4.3. In the communal areas the night-time quiet period is from 10 pm to 7 am. In the period between 10 pm and midnight, certain communal areas may continue to be used whilst keeping noise at room volume, provided no other residents are disturbed.

5. Fire prevention

- 5.1. It is vital to ensure that fires are prevented in the building. After moving in, the Tenant must acquaint himself with the fire precautions, escape routes and alarm facilities and behave in such a way that fires are prevented.
- 5.2. Fire protection systems must not be damaged or have their operation restricted.
- 5.3. Misuse of fire extinguishers is prohibited.
- 5.4. It is not permitted to leave bicycles, prams, scooters, beer crates or other objects in the corridors, stairwells or areas in front of the apartment, if escape routes are blocked or other parking areas are designated or available.

6. Vehicles, cars, motorcycles, parking spaces

- 6.1. Bicycles may not be parked within the hallways and stairwells. Bicycles should only be left in the parking space provided for this purpose.
- 6.2. Motorcycles, scooters, mopeds and cars must only be parked in rented parking spaces or the garage.
- 6.3. The car park and fire brigade access roads must be kept clear for reasons of traffic and fire safety.
- 6.4. The Landlord is responsible for keeping the parking spaces, access to the building and pavements free from snow and ice.
- 6.5. Road traffic regulations apply throughout the residential site. Signs must be obeyed. Every road user must behave on the site in such a way that others are not endangered or impeded.
- 6.6. If a parking permit is issued to establish the right to park, this must be displayed or affixed on the car in such a way that it is easily recognisable from the outside.

7. Security

- 7.1. For security reasons, the door to the building, floor or residence and all points of access to the overall property must be kept locked at all times.
- 7.2. Door keys and PACO access control cards must be kept carefully. In case of loss, the House Manager must be notified immediately.

8. No smoking policy

Smoking is strictly prohibited throughout the building, i.e. in the apartment and the communal areas.