

# Offer to Rent

(Tenant ID / invoice number: DMI%Tenancy.tenancyId%)

as Landlord

**DMI%Tenancy.property.building.landlord.name%**

and as Tenant

**DMI%Tenancy.tenant.knownAs%, DMI%Tenancy.tenant.dateOfBirth%**

current home address

**DMI%Tenancy.tenant.address.line1%**

**DMI%Tenancy.tenant.address.postcode% DMI%Tenancy.tenant.address.line3%**

**DMI%Tenancy.tenant.address.country%**

## Preamble and conditions precedent

1. The Landlord lets fully furnished apartments as part of its regular business operations and also provides other services.
2. Having considered all the main factors on which to base a decision, the Tenant hereby submits a legally binding and irrevocable offer to the Landlord to rent a furnished apartment of the category DMI%Property.numberOfBedrooms% DMI%Property.type% in the building DMI%Tenancy.property.building.address.line1%; DMI%Tenancy.property.building.address.postcode% DMI%Tenancy.property.building.address.line2% with an area of approximately DMI%Property.squareMetres% m<sup>2</sup> with kitchen/bathroom/toilet on the basis of the present Offer to Rent and the conditions stated herein. The specific apartment will be notified by the Landlord at a later date. For the avoidance of doubt, it is agreed that the Tenant shall not entitled to occupy a particular apartment within the category DMI%Property.numberOfBedrooms% DMI%Property.type%.
3. The Landlord accepts the offer by signing this Offer to Rent. This may also be done using electronically generated signatures.
4. The legal validity of this binding and irrevocable offer is subject to the following cumulative conditions precedent:
  - The Tenant has paid the whole of the deposit agreed in Section 9 and the ALL-IN rent agreed in Section 4 upon concluding the Agreement and by **DMI%Tenancy.expiryDate%** at the latest.
5. If any of the above conditions is not met, the Tenancy Agreement shall be deemed not to have come into effect. In this case, the Tenant shall himself bear the costs he has incurred and waives any claims against the Landlord.
6. If the conditions precedent mentioned in point 4. are not met owing to behaviour attributable to the Tenant or if the Tenant unjustifiably withdraws his legally binding Offer to Rent pending its acceptance by the Landlord, the Tenant will be charged a lump-sum cancellation/withdrawal fee in the amount of EUR **DMILOOP% DMICOLL% Tenancy.order.line DMIITEM% orderLine DMIIF% (orderLine.productCategory.code == ADMISSIONFEE) || (orderLine.productCategory.code == SERVICEFEEWIEN) DMITRUE%{{orderLine.itemPrice}} DMILOOPBREAK% %DMIIF %DMILOOP**. This cancellation/withdrawal fee is by way of lump-sum compensation for the prejudice suffered by the Landlord due to the failure to let. The Tenant hereby agrees that the Landlord may collect the cancellation/withdrawal fee through the SEPA direct debit authorisation issued by the Tenant or via the Tenant's credit card. Any further prejudice must be demonstrated and asserted by the Landlord. The Tenant may withdraw from the Agreement at latest three months before the start of the tenancy.

### Section 1 Rental property and facilities

1. Only the interior of the apartment in the building DMI%Tenancy.property.building.address.line1%; DMI%Tenancy.property.building.address.postcode% DMI%Tenancy.property.building.address.line2% (hereinafter also referred to as "THE FIZZ") is let. The apartment has a floor space of approximately DMI%Property.squareMetres% m<sup>2</sup>.
2. The apartment is let to the Tenant fully furnished.
3. The letting does not include any space in the basement or parking space. Parts of the property not listed here can only become the subject of the Tenancy Agreement on the basis of a separate, express agreement. The right to shared use of the building's communal facilities is expressly agreed.

### Section 2 Use of the rental property

1. The rental property is designed as a student apartment within a privately operated student residence. Its use – like the present Agreement generally (e.g. concerning the rental amount) – is conditional on the Tenant having a student tenancy agreement and being a student at a university, academy or comparable educational institution.
2. The rental property may only be used in a manner consistent or compatible with its residential purpose. Any change to the intended use requires the express prior consent of the Landlord and is prohibited without such consent.

### Section 3 Duration of the Agreement

1. **The tenancy begins on DMI%Tenancy.start% and ends on DMI%Tenancy.end%, without written notice of termination being required.**
2. It may be dissolved by either party in compliance with relevant legal requirements, in particular the Landlord's grounds for termination under Section 30 of the Austrian Tenancy Act (MRG). In addition to the Landlord's statutory grounds for termination under Section 30 MRG, the Tenancy Agreement has been concluded on the express understanding between the parties that this contractual relationship may also be terminated by the Landlord if the Tenant repeatedly violates the House Rules, which constitute an integral part of the Tenancy Agreement.
3. Termination by the Landlord shall be notified through the court at four weeks' notice to the last day of a month. Termination by the Tenant shall be notified through the court or in writing at three months' notice to **31 August or 30 September** of a year. The Tenant shall address his notice of termination to International Campus GmbH, Blumenstrasse 28, 80331 Munich, which is authorised by the Landlord to receive notice of termination.
4. The right of both parties to proceed to the extraordinary termination of the Agreement pursuant to Sections 1117 and 1118 ABGB or Section 29 (1) no. 4 and 5 MRG remains unaffected by these provisions.
5. The Tenant has the right to introduce a new tenant to the Landlord before the end of the agreed tenancy period. The Landlord has the unrestricted right to agree to a transfer of the Agreement or to insist on the continuation of the Tenancy Agreement with the Tenant. If the Landlord agrees to the transfer of the Agreement, the Tenant undertakes to pay the Landlord a lump-sum administration fee of €150.00 including VAT for such transfer of the Agreement.
6. The tenant hereby agrees to the assumption of the rental contract, including ancillary agreements, by a legal successor of the landlord while maintaining the contractual provisions, in particular with regard to contract duration, termination regulations and house rules. The

tenant irrevocably forgoes any right of extraordinary termination in advance on the occasion of or in connection with the legal succession in ownership of the property. If required, the tenant shall submit a corresponding written waiver to the new owner.

#### Section 4 Rental and value protection

1. The parties mutually agree as follows:

- Rent for the rental space and furnishings (net bare rental)

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- plus the monthly fee for current operating costs, ongoing public charges and charges for communal facilities

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2. The monthly rent referred to in paragraph 1 for rental space and furnishings is a graduated rent. It is agreed that this will increase by 3% of the last net bare rental (Section 4 (1)) after the end of each year from the start of the tenancy. The starting point for the increase is the rent payable for the previous year. The increased amount is rounded to the nearest euro.
3. In addition to the monthly rent, the Tenant shall pay (contrary to Section 1099 ABGB) the operating costs associated with the rental property and, in accordance with the following paragraphs, the general operating costs and public charges plus VAT. These operating and ancillary costs are understood to include the following expenses incurred in connection with the rental property or with general parts of the building:
  - a. Operating costs and public charges as listed in Sections 21 and 23 MRG in the version applicable at the time of concluding the Agreement.
  - b. Reasonable costs for extended insurance against mains water damage, glass breakage, machine breakage and storm damage, which may lead to an increase in operating costs per insurance class.

- c. Costs incurred for the property in respect of: safety and security facilities [consisting of: smoke extractors, video surveillance, fire extinguishers, carbon monoxide warning system] (maintenance, electricity, calibration, TÜV inspection, troubleshooting [wearing parts]); intercom system (maintenance, labelling, troubleshooting [wearing parts]); lift (maintenance, electricity, emergency telephone, on-call service, operational control, TÜV inspection, troubleshooting [wearing parts]); garage [consisting of: garage door, stacked parking system, barrier system, carbon monoxide warning system, fire alarm system, exhaust air system] (maintenance, TÜV inspection, troubleshooting [wearing parts], cleaning, electricity); heating, cooling system and water heating (energy, electricity, maintenance, troubleshooting, calibration of measuring instruments, heating cost billing); home satellite system and cable television (maintenance, troubleshooting [wearing parts], adjustment, electricity); laundry room (electricity, lint filter cleaning, maintenance of equipment, troubleshooting [wearing parts], coin meter emptying); property management's 24-hour emergency service; property management charges according to the agreement concluded between the building owner and the property management; porter service (staff costs, telephone costs); graffiti removal; sauna (electricity, maintenance, cleaning, coin counter emptying); children's playground (sand/equipment replacement, maintenance of children's play apparatus, TÜV inspection, troubleshooting [wearing parts]); signage system; changing of dirt mats.
4. For the avoidance of doubt, it is agreed that the other provisions of Sections 21 et seq. MRG, such as those relating to the obligation to settle accounts and to preclusion, do not apply to the present contractual relationship. In addition to the operating costs mentioned in paragraph 3, any charges for paid services used by the Tenant (high-speed Internet, additional equipment, etc.) shall be invoiced.
5. The operating costs according to paragraph 3 shall be collected in the form of a monthly lump sum, which shall be calculated according to the size of the rental property (single studio or double studio). Operating costs will not be billed separately.
6. The Tenant and the Landlord have specifically agreed that the Landlord may pass on increases in operating costs to the Tenant in due proportion, for which a written declaration is required stating the reason for the increase and the new amount of the monthly operating cost lump-sum fee. The increase in operating costs shall take effect from the beginning of the second calendar month following the written declaration and is capped at a maximum of 10% of the previous operating cost lump-sum fee.
7. Since the operating cost lump-sum fee also includes the costs of electricity, the Tenant may not operate refrigerators, stoves, air conditioners or electric heaters of any kind in the apartment without the Landlord's written consent.
8. The agreed rent including the lump-sum fee for operating costs, ongoing public charges and charges for communal facilities plus VAT shall be payable in advance by SEPA direct debit on the first day of each calendar month, with the timeliness of payment depending on the date on which the transfer order is activated. The Tenant is liable to the Landlord – to the extent he is at fault – for all reasonable costs and expenses incurred due to late payment of rent. In case of default, 4% interest shall be charged on arrears pursuant to Sections 1000, 1333 ABGB.
9. The Tenant hereby declares that the Landlord is entitled, but not obliged, to collect any outstanding claims – whether claims for rent, the agreed deposit, refund of expenses or the agreed contractual penalties (cancellation fee) – via the SEPA direct debit mandate or the notified credit cards.
10. Where payments are not specifically allocated and notwithstanding any allocations by the Tenant, the parties agree that repayment shall be made according to the sequence stipulated in Section 1416 ABGB, it being understood that neither party may unilaterally deviate from this agreement.

11. It is mutually agreed that the Tenant may not offset any counter-claims of the Tenant against claims of the Landlord in connection with the present Agreement, particularly claims for total interest, usage fees, value protection and damages as well as claims for unjust enrichment, unless these have been established by the court or acknowledged by the Landlord.
12. Multiple tenants are jointly and severally liable for the entire rent.
13. In the event of late payment of fees, the Tenant shall be liable to the Landlord for the necessary costs of appropriate out-of-court recovery and debt collection measures, provided these are proportionate to the claim being pursued.

### **Section 5 Maintenance, servicing and repair obligations**

1. The Landlord is obliged to maintain the rental property and the general parts of the building, only to the extent of what is possible, economically affordable and reasonable, in a condition that allows simple use within the meaning of Section 1096 (1) ABGB for the purposes of the Agreement (referred to as the "core scope of maintenance" [*Erhaltungskernbereich*]). Hence, the Landlord is only obliged to remedy defects that conflict with the usability of the rental property for simple residential purposes. The Landlord's maintenance obligation in this respect is entirely nullified if simple usability is thwarted through the fault of the Tenant or persons associated with the Tenant.
2. If work within the Landlord's core scope of maintenance – particularly the repair of serious damage to the building – becomes necessary, the Tenant shall be obliged to notify the Landlord without delay, otherwise he shall be liable for damages.
3. The Tenant is responsible for all maintenance works beyond the core scope of maintenance defined in paragraph 1 and shall keep the rental property in good order and condition. It is therefore expressly understood that, with the exception of the said core scope of maintenance inside the rental property, the maintenance obligation within the meaning of Section 1096 (1) ABGB rests entirely with the Tenant. The Tenant is therefore obliged to keep the rental property itself, with all pipes and cables, installations and equipment inside the rental property, in a good state of repair, to maintain it regularly and professionally and to have all damage occurring within the property rectified by authorised tradesmen. In general, the Tenant is obliged to treat the rental property and the furnishings rented with the property carefully, and to return them in the same good condition after the end of the tenancy, taking into account normal wear and tear.
4. If the Tenant does not comply with the maintenance and repair obligations defined in paragraph 3, the Landlord may, after unsuccessful request and setting of a deadline, arrange for the necessary work to be carried out in the rental property at the Tenant's expense or seek judicial enforcement. Furthermore, the Tenant shall be liable for all damage to general parts of the building incurred by the Landlord due to improper treatment of the rental property or treatment otherwise contrary to the Agreement, or due to lack of maintenance and servicing of the rental property in accordance with paragraph 3, that is attributable to the Tenant, his visitors, persons living with him and persons otherwise received by him in the rental property, including service providers.
5. The Tenant is obliged to replace inventory items that have become unusable due to improper use with items of the same type and quality in new condition. At the end of the Agreement, the replacement items shall, at the Landlord's discretion, either remain in the rental property or be removed by the Tenant at his own expense. Lamp replacement shall be at the Tenant's expense. On vacating the property, all lamps must be handed over, being of the same type and wattage and in good working order.
6. If the rental property has balcony or terrace areas, these must be kept free of weeds and any water drains must be kept free of leaves and dirt. If there is an outside water connection, the Tenant shall ensure that it is turned off and drained at the

beginning of the cold season, otherwise he shall be liable for any resulting damage. At the end of the tenancy, the Tenant shall also hand back the balcony or terrace in proper condition and cleared of all movable property.

### **Section 6 Other rights and obligations of the parties**

1. The Tenant may not carry out structural alterations, particularly fixtures, conversions, installations or similar, without the Landlord's consent. At the end of the tenancy, the alterations shall, at the Landlord's discretion, either be removed before the rental property is handed back, or be left in the rental property without reimbursement of costs. For security reasons, the Tenant is in all cases prohibited from installing his own locks or lock cylinders in the door to the apartment. 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.
2. The Tenant shall permit the temporary use and modification of his rental property if necessary or expedient in order to carry out maintenance or improvement works (modification or construction work) on general parts of the building or to repair serious damage to the building in the Tenant's or other residential or business premises, and, furthermore, if and to the extent that such encroachment on his tenancy rights is necessary or expedient in order to eliminate a health hazard emanating from his or another rental property, or to carry out modifications (improvements) in another rental property or to add further storeys or extend the building, taking reasonable account of the interests of all those concerned. Components, fixtures or devices which must be accessible for purposes of inspection, cleaning, maintenance or repair, such as chimney doors, water stopcocks, gas or electricity meters, heat meters, radiators, supply and disposal pipes, etc., must be kept accessible by the Tenant or, if necessary, made accessible at his expense.
3. The Tenant shall permit the Landlord or persons appointed by the Landlord to enter the rental property for good reasons and make the rental premises accessible at reasonable times after prior notification to the Tenant. If the Tenant obstructs access to the rental property and if this results in damage to this rental property, to other rental properties or to general parts of the building, the Tenant shall be liable for the resulting costs and damage to the extent he is at fault. In the event of cancellation and re-letting or where it is intended to sell the apartment, the Tenant shall allow viewings at reasonable times. 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.
4. The parties mutually agree and the Tenant confirms that the Landlord has presented and handed over to the Tenant a valid energy performance certificate for the overall energy efficiency of the building in fulfilment of its legal obligation pursuant to Section 4 of the Presentation of Energy Performance Certificates Act (EAVG). The Tenant expressly acknowledges that the values stated in the energy certificate only provide information about the energy efficiency of the whole building and cannot be transferred to individual units within the property, such as individual apartments. The overall energy performance of a single property within a building may differ significantly from the overall energy performance of the entire building. In addition, the Tenant expressly acknowledges that actual energy consumption cannot be inferred from the energy performance certificate, either for the entire property or for individual units.
5. Having due regard to all the other residents and the Landlord's responsibility and in the interest of orderly management of the building and the residents' apartments, the keeping of animals is strictly prohibited. This takes into account the close proximity of the apartments within the building, the communal use of rooms, areas and facilities provided in this respect and the various cultural and religious affiliations of the building's residents.

6. The placement and storage of movable property of any kind and the parking of vehicles and conveyances such as bicycles and motorcycles, cars, prams, etc. outside the rental property and outside the areas especially provided and marked for that purpose require the Landlord's consent.
7. At the end of the tenancy, the Tenant shall hand the rental property back to the Landlord swept clean and cleared of all movable property. Damages and wear that go beyond usual wear and tear or are caused by improper use shall be remedied at the Tenant's expense.
8. The Tenant is advised to take out and maintain adequate household insurance for the rental property.

### Section 7 House Rules

1. The Tenant is aware of the House Rules in their latest version. They form an integral part of the Agreement and the Tenant expressly undertakes to observe and comply with all rules laid down therein.
2. The Landlord may change the House Rules unilaterally, where necessary for building management reasons. In this case, the Tenant is obliged to comply with the changes to the House Rules from the time they are notified.

### Section 8 Prohibition of transfer and subletting

1. Any transfer including partial transfer in any form whatsoever, or paid or unpaid, full or partial subletting or any other handover of the rental property to third parties is not permitted without the Landlord's express consent. For the avoidance of doubt, it is expressly agreed that this prohibition of transfer and subletting also includes temporary letting via travel websites and Internet portals (Airbnb, Wimdu, etc).
2. It has been specifically agreed between the parties that any breach of this contractual prohibition of transfer and subletting shall entitle the Landlord to demand a contractual penalty in the amount of up to three monthly rental (net bare rental) payments.

### Section 9 Deposit

The Tenant undertakes, upon concluding the Agreement, to pay a deposit of € `DMILOOP% DMICOLL% Tenancy.order.line DMIITEM% orderLine DMIIF% (orderLine.productCategory.code == DEPOSIT) DMITRUE%{{orderLine.itemPrice}}` `DMILOOPBREAK%%DMIIF%DMILOOP`. After the rental property has been handed back, the Landlord shall return the deposit to the Tenant as soon as possible together with interest earned thereon at the basic interest rate for overnight deposits, except to the extent it has been used to repay justified claims of the Landlord arising from the tenancy. The Tenant is not entitled to demand that the deposit be used to cover current rent. It is noted that any legal successors of the lessor shall assume the deposit with the consent of the lessee already hereby granted, with the same rights and obligations as the legal predecessor has had it.

### Section 10 Data protection

1. The Tenant acknowledges that his personal data, including in particular his name, telephone number, e-mail address, physical address and bank details, will be stored and processed by the Landlord for the purposes of execution of the tenancy agreement and the measures required in the context of the management of the rental property and the building. The Tenant expressly agrees to such data being transferred to third parties insofar as the transfer is necessary for the performance of work on the rental property. The Tenant's data will be transmitted to affiliated companies and/or processors established in the EU for the purposes of fulfilling the Agreement and for internal administrative purposes.



2. The Tenant acknowledges that the general areas of the building are under video surveillance to ensure the security of residents and the Landlord's property and that this is in the legitimate interests of the Landlord and of residents. The video surveillance is appropriately marked at the respective locations and recordings are deleted at latest after 72 hours. The card for the security locking system handed over to the Tenant is registered in the Tenant's name for the purposes of security and internal allocation. Cards for the security locking system do not record any data about the stay, such as entering or leaving the rented property.
3. The Tenant has the right to information about his stored personal data. Under data protection law, the Tenant also has a right to rectification or erasure of personal data, the right to demand restriction of processing, the right to object to processing, and the right to lodge a complaint with the data protection authority. Further information about data protection can be found in the Data Protection Statement attached to this Tenancy Agreement and also at [<https://www.the-fizz.com/datenschutz>].

### **Section 11 Final provisions**

1. No verbal supplementary agreements have been made in relation to this Agreement. Any written or verbal agreements made prior to the conclusion of this Agreement cease to be valid upon conclusion of this Agreement. Amendments and additions to this Agreement have no legal validity unless made in writing. This requirement also applies to any waiver of the requirement of the written form.
2. In the event that any provision of the Agreement is null and void, the parties agree to replace the provision in question with another legally effective provision which comes economically closest to the invalid provision or which would have been agreed by the parties had they been aware of the nullity of the provision in question when the Agreement was signed. The remaining provisions shall remain unaffected.
3. This Agreement shall be governed by Austrian law to the exclusion of international conflict-of-law rules.
4. The place of jurisdiction for all disputes arising from this Agreement is the competent court at the location of the rental property.

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Legally binding offered by the tenant

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Legally binding accepted by the landlord

[Place], at [Date]

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## 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. An overnight stay of a friend or acquaintance must be notified to the House Manager in advance.

1.2 To conclude a tenancy agreement for THE FIZZ Young Professional, a certificate from the employer (employment confirmation) and copies of the last three salary statements must be presented to the Landlord.

1.3 The Landlord or its representative may enter the rented rooms after prior notification or announcement on the notice board. Access shall be permitted and facilitated at any time in case of danger.

### 2. Use of the rented living space

The rented rooms entrusted to the Tenant for his use must be treated with care and protected from damage, with the following rules to be observed, among others:

2.1 Furnishings may not be removed from the rented rooms nor new ones added without the Landlord's consent. If the owner has allowed the Tenant to introduce his own furniture or other equipment, such items must be removed from the building no later than the end of the tenancy. If this obligation is not fulfilled, the owner will remove them at the Tenant's expense.

2.2 Necessary repairs, defects and damage to the room furnishings must be reported to the House Manager immediately.

2.3 Tenants shall keep the rooms in good order such that visitors can be received at any time.

2.4 Technical equipment in the rented room must be used in accordance with the operating instructions provided at the time of moving in.

2.5 Posters, stickers and the like must not be affixed to room doors.

2.6 Carpets may not be glued or nailed.

2.7 Posters, pictures, stickers, banners, placards, etc. must not be affixed to the walls or ceilings of the rented residential unit.

2.8 Floors, windows, doors and furnishings included in the rental may only be cleaned with commercially available and appropriate agents; natural woods must be treated regularly with suitable polishes. Care instructions must be observed.

2.9 Do not throw any objects or food leftovers into the WC or other drains that are liable to blockage. Drain traps must be kept in serviceable condition at the Tenant's expense.

2.10 The use of corrosive pipe cleaners is prohibited due to the resulting danger to the drainage pipes.

2.11 The washing or drying of laundry in the rooms is not permitted due to the risk of mould developing in the living spaces. The Tenant should use the specially equipped laundry and drying rooms provided.

2.12 Doors and windows must be kept properly closed in case of bad weather or absence.

2.13 The Tenant shall report any case of vermin infestation in the rented rooms to the House Manager immediately. Failure to report or culpable delay in reporting means that the Tenant will forfeit any claims against the Landlord.

2.14 In view of the communal nature of electricity costs as part of the operating costs, the installation and operation of additional household appliances, such as hotplates, washing machines, spin dryers, tumble dryers, refrigerators and heat sources of any kind, shall be prohibited without the prior written consent of the Landlord.

2.15 Clothes, suits, etc. may not be hung on or in front of the windows. Liquids, rubbish and the like must not be emptied or thrown from the windows or from the balcony into the courtyard, garden, roof or gutters.

2.16 The balcony may only be used in the usual manner. It must not be used for storing rubbish, junk etc. or for parking.

2.17 Barbecuing on the balcony is not allowed.

- 2.18 Carpets, beds, blankets, upholstered furniture and similar items may not be cleaned in the stairwell, out of the window or on balconies.
- 2.19 The Tenant is liable for ensuring that the room inventory is complete and intact.
- 2.20 It is not permitted to make building alterations – even minor ones – to the room, the building or the inventory.
- 2.21 Personal property and valuables shall be kept securely under lock and key.
- 2.22 Light bulbs or fluorescent tubes shall be replaced at the Tenant's expense. When vacating the room, all light bulbs and fluorescent tubes of the same wattage must be handed over in serviceable condition.
- 2.23 Water, electricity and heating must be used sparingly. If the Tenant is going to be away for a prolonged period, the heating should be turned down and the windows kept closed.
- 2.24 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.
- 2.25 The Tenant may not sublet the rented living space and/or hand it over to third parties without the Landlord's written permission.

### 3. Use of communal facilities in THE FIZZ

When using communally available facilities of the building, these must also be treated with care and damage must be avoided. Tenants thus have the following obligations:

The Tenant shall avoid unnecessary use of water and electricity in the communal parts of the building. He shall also prevent unauthorised use of the building's facilities.

- 3.1. Communal rooms are to be cleaned immediately after use. This also applies to technical equipment provided in the communal facilities.

Refrigerators must be cleaned regularly and de-iced at least once every four weeks. Cookers (including ovens), washing machines and dryers in the central laundry room must be cleaned immediately after use (spilled detergent to be removed).

- 3.2. Rubbish and waste may only be emptied into, not next to, the bins or refuse chutes provided for this purpose. Any official regulations on waste separation (organic waste, residual waste, waste paper bins, etc.) must be observed. Bulky or easily combustible waste is to be disposed of outside the building in accordance with regulations.

- 3.3. Posters, pictures, stickers, banners, placards, etc. must not be affixed to the walls or ceilings of any communal areas.

- 3.4. The Tenant is liable for all damage caused by him and his visitors in all publicly accessible areas of the building.

- 3.5. The building's mailbox facility is provided with corresponding room numbers by the House Manager. To maintain the uniform appearance of THE FIZZ, it is not permitted to affix names to mailboxes.

- 3.6. It is not permitted to erect outdoor aerials or satellite dishes. The drilling of holes in the walls, ceilings and balconies is strictly forbidden, as some of the pipes and cables are embedded in the concrete and their routing is unknown to the Tenant. They could easily be damaged. Costs incurred by the owner due to the prohibited drilling of holes, particularly in the plumbing and wiring, shall be reimbursed by the Tenant.

- 3.7. 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.

- 3.8. The communal areas and study rooms may only be used for parties or celebrations after prior consultation with House Managers.

- 3.9. 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. Residents should be very considerate when wearing noisy footwear such as clogs.

- 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. The Tenant can find out from the House Manager which communal areas this exception applies to.

### 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, balconies, living areas, the courtyard or on the forecourts of the residence. Bicycles should only be left in the areas / parking spaces provided for this purpose.

## 6. Storage

6.1 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, TV rooms and balconies, and also to the open spaces of the residence.

6.2. Highly flammable, harmful, dangerous or foul-smelling materials or substances must not be stored on the site or in the building.

## 7. Vehicles, cars, motorcycles, parking spaces

7.1 The Tenant shall only be entitled to use the parking space assigned to him once he has concluded a tenancy agreement. In order to draw up the tenancy agreement and for safety reasons, the Tenant shall provide the Landlord with the vehicle's registration number.

7.2 Motorcycles, scooters, mopeds and cars must only be parked in rented parking spaces or in the garage.

7.3 The car park and fire brigade access roads must be kept clear for reasons of traffic and fire safety.

7.4 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.

7.5 If parking permits or stickers are issued to establish the right to park, these must be affixed to the vehicle.

7.6 The parking spaces may only be used for roadworthy vehicles that are registered with the authorities.

7.7 The parking of motor vehicles outside the marked parking spaces and unauthorised parking in the parking spaces are not permitted. Vehicles parked nevertheless will be removed at the expense of the keeper.

7.8 The Landlord does not guarantee vehicle safety.

7.9 The Tenant may not sublet the parking space and/or hand it over to third parties.

## 8. Radio and television

8.1 Standardised connection cables must be used for the radio and television sockets. The connection sockets must not be tampered with.

8.2 The Tenant is himself responsible for logging in television and radio sets.

## 9. Notices, information, FIZZY FIZZ Facebook

9.1 Public notices from THE FIZZ on the FIZZ Boards provided for this purpose are binding on tenants.

9.2 Information for tenants from THE FIZZ can also be found on the FIZZ Board. All items of information and news from THE FIZZ are additionally communicated to the community via the closed Facebook group "FizzyFizz".

9.3 Tenants can gain access to the closed Facebook community through the House Manager.

## 10. Security

10.1 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.

10.2 Door keys and PACO access control cards must be kept carefully. In case of loss, the House Manager must be notified immediately. The Tenant shall bear the costs of providing a replacement.

10.3 If the key or PACO access control card is lost, the Landlord may have the lock replaced at the Tenant's expense. The Landlord is not liable if a key or PACO control card giving access to the rented rooms falls into the wrong hands.

10.4 The lock fitted by the Landlord may not be replaced by a different lock.

10.5 Outer doors must always be kept closed.

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

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12. Residents may only move in or out from Monday to Friday.

# SEPA Direct Debit Mandate for SEPA Core Direct Debit Scheme

Payee's name and address  
Recurrent payments

**ICA Generalmieter GmbH**  
Bloch-Bauer-Promenade 6  
A-1100 Vienna

(CI/Creditor Identifier)

**DMILOOP% DMICOLL%**  
**Tenancy.property.building.landlord.ourClientBankAccount.gatewayParameter**  
**DMIITEM% systemVariable DMIIF% (systemVariable.name ==**  
**buildingReference)**  
**DMITRUE%{{systemVariable.value}}DMILOOPBREAK%%DMIIF%DMILOOP**

Mandate reference

**DMI%Tenancy.tenancyId%**

Tenant as per Tenancy Agreement

**Tenant name: DMI%Tenancy.tenant.knownAs% , Apartment: DMI%Tenancy.property.name% , Location:**  
**DMI%Tenancy.property.building.address.line1%, DMI%Tenancy.property.building.address.line2%**

Date of first direct debit

**DMI%Tenancy.start%**

**The amounts to be debited are  
stated in the Tenancy  
Agreement and in the fee list**

I/we authorise

(Payee's name)

**ICA Generalmieter GmbH**

to collect payments from my/our account by direct debit. I/we also instruct my/our bank to release the amounts debited by

(Payee's name)

**ICA Generalmieter GmbH**

from my/our account.

Note: I/we may request refund of the debited amount within eight weeks of the debit date. The terms and conditions agreed with my/our bank apply.

Account holder / payer (first name, surname)

**X**

Street name and number, postcode and city

**X**

Country

**X**

Bank name

**X**

SWIFT/BIC code

**X**

IBAN account number

**X**

Place, date

**X**

Signature(s) of payer(s)

**X**