

	Lease Agreement (Apartment)	Lease Agreement (Furnishings)	Agreement regarding Internet use
<b>1. Policy number</b>	[x]	[x]	[x]
<b>2. Rental property / Subject of the agreement</b>	Apartment no.[x] THE FIZZ Hamburg student accommodation, [x]  (p. 2, Section 1.1 of the LA)	List of the rented furnishings  (p. 13, Section 1 of the LA)	Use of Internet access including THE FIZZ Service  (p. 21, Section 1 of the UA)
<b>3. Lease duration</b>	[x] to [x]  (p. 3, Section 2.1 of the LA)	The tenancy shall begin upon commencement of the tenancy (of the apartment) and shall end upon termination of the tenancy. (p. 13, Section 2.1 of the LA)	The contractual relationship shall begin upon commencement of the tenancy (of the apartment) and shall end upon termination of the tenancy. (p. 21, Section 2.1 of the UA)
<b>4. Notice period</b>	a) with a notice period of three months to the end of September 30 of each year b) with a notice period of four weeks to the end of the month if the Tenant can nominate a suitable new tenant (p. 3, Section 2.5 of the LA)	dissolves on termination of the Lease Agreement (Apartment)  (p. 13, Section 2.3 of the LA)	dissolves on termination of the Lease Agreement (Apartment)  (p. 21, Section 2.2 of the UA)
<b>5. Rent/payments due from the 2nd month</b>	Net rent: [...] Operating cost payment: [...]  Total apartment rent: [...] (p. 3, Section 3 of the LA)	Furniture rent: [...]  Total furnishings rent: [...] (p. 14, Section 3 of the LA)	Media tariff: [...]  Total Internet costs: [...] (p. 22, Section 3 of the UA)
<b>Total monthly rent: EUR [...]</b>			
<b>6. Payment method</b>	SEPA Core Direct Debit Scheme		
	per SEPA Direct Debit Mandate (p. 12)	per SEPA Direct Debit Mandate (p. 12)	per SEPA Direct Debit Mandate (p. 12)
<b>7. The following sums must be transferred to the Lessor's account prior to the start of the contract:</b>	Rent security deposit: [...] First month's rent: [...] First operating cost payment: [...]  (p. 4, Section 4 and Section 5.1 of the LA)	Deposit: [...] First month's rent: [...]  (p. 14, Section 4.1 and Section 5.1 of the LA)	Media tariff: [...] Service charge: [...]  (p. 22, Section 3 and Section 4.1 of the UA)
<b>8. Lessor's bank details</b>	Account holder: International Campus GmbH IBAN: DE22210500001001416888 BIC/SWIFT: GENODEF1STH Bank: Hamburg Commercial Bank Reference for transfer per Point. 7: Contract number + forename, surname + rent security deposit/rent/operating cost payment	Account holder: International Campus GmbH IBAN: DE22210500001001416888 BIC/SWIFT: GENODEF1STH Bank: Hamburg Commercial Bank Reference for transfer per Point. 7: Contract number + forename, surname + deposit/rent	Account holder: International Campus GmbH IBAN: DE22210500001001416888BIC/SWIFT: GENODEF1STH Bank: Hamburg Commercial Bank Reference for transfer per Point. 7: Contract number + forename, surname + media tariff/service charge

## Lease Agreement (Apartment) with Stepped Rent

Lessor:

**IC FIZZ [x] GmbH & Co. KG**

represented by  
International Campus GmbH  
Blumenstr. 28  
D-80331 Munich,

which is hereby authorized to submit and accept declarations of intent, to accept unilateral legal transactions (e.g. terminations and rejections under Sections 174, 180 of German Civil Code [BGB], objections) and to receive monies and security deposits relating to the rental property.

(hereinafter also referred to as "Lessor")

Tenant:

x

Forename and surname

Current address:

x

x

x

**Apartment no. - x**

**Contract number: (x)**

(hereinafter also referred to as "Tenant")

Lessor's bank details to be used for all payments:

Account holder: International Campus GmbH

IBAN: DE22210500001001416888

BIC/SWIFT: GENODEF1STH

Bank: Hamburg Commercial Bank

The Lessor of the apartment, IC FIZZ [x] GmbH & Co. KG, and the Tenant hereby conclude a lease agreement for an apartment in THE FIZZ student accommodation within the meaning of Section 549 Para. 3 German Civil Code (BGB).

### Section 1 Rental property

1. The Lessor leases the rental property, apartment no. [x] comprising an entrance area, shower bath, and living area/bedroom, in THE FIZZ Hamburg student accommodation, Kieler Straße 3, 22769 Hamburg (hereinafter also referred to as "The FIZZ") to the Tenant for residential purposes. The apartment may only be occupied by the person(s) listed as Tenant(s) in the preamble. In the case of multiple Tenants, the Tenants shall be jointly and severally liable.

The Lessor leases the apartment in accordance with the layout and furnishing concept displayed at [www.the-fizz.com](http://www.the-fizz.com). The Tenant commits to provide unprompted a current certificate of matriculation for each semester to the Lessor, represented by International Campus GmbH. This certificate must be sent to the following address: [service@the-fizz.com](mailto:service@the-fizz.com). The Tenant is also obligated to notify the Lessor immediately in the event of their exmatriculation.

In the context of their special right of termination, the Lessor is entitled to terminate the tenancy at the latest on the third working day of a calendar month with effect from the end of the month after next

- in the case of residents who made false statements in the application;
- in the case of residents whose matriculation has been revoked;
- in the case of residents who complete their exams and who are not directly progressing to a second degree.

2. For safety reasons, the Tenant is prohibited from installing their own locks or lock barrels in the door to their apartment.

3. Mailboxes are exclusively marked with numbers. In order to receive mail, the Tenant must supply their apartment number to the sender in addition to their name and the building address.

**Section 2 Length of lease / Exclusion of termination with notice / Special right of termination**

1. The rental property is leased for temporary use for a fixed term. The tenancy shall start on [x] and end on [x] without either side needing to give notice. Termination with notice by either party is excluded during this period; the right to termination for cause remains unaffected.
2. Furthermore, the tenancy is conditional. The tenancy shall only be deemed to have commenced once the rental property has been handed over to the Tenant. If the rental property is not handed over to the Tenant within 7 days of the start date agreed in Section 2 Point. 1, the Lessor shall have the right to withdraw from the agreement. This right to withdraw from the agreement is excluded if the rental property is not handed over to the Tenant due to circumstances for which the Lessor is liable. The aforementioned right to withdraw from the contract extinguishes 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 in Section 15 – only claim damages in the event that the delay is due to intent or gross negligence on the part of the Lessor. The Tenant's right to rent reduction or termination without notice due to the rental property not being made available at the agreed time remains unaffected.
4. Following termination of the tenancy, in derogation from Section 545 German Civil Code [BGB], continued use of the apartment shall not result in tacit extension of the lease.
5. In derogation from Section 2 Point. 1, the Tenant shall have a special right of termination
  - a) with a notice period of three months to the end of September 30 of each year;
  - b) with a notice period of four weeks to the end of the month if the Tenant nominates a suitable new tenant who is prepared to conclude a lease agreement with a minimum term of at least 6 months ending on September 30 of the year, following on seamlessly from the existing lease. In this context, a new tenant shall be deemed to be suitable if they are a matriculated student at a state-recognized university and are solvent and the Lessor can objectively be reasonably expected to conclude an agreement with them. In this context, it would be unreasonable to expect the Lessor to conclude an agreement with the new tenant nominated by the Lessor in particular in the event that the Lessor is unable to fulfill a lease agreement with the new tenant nominated by the Tenant because they have already contractually agreed a new lease for the rental property with a third party.

If the Tenant gives notice on the basis of the above provision (Section 2 Point 5 Letter b)), the Tenant shall be obligated to pay EUR 150.00 (incl. 19% VAT) to the Lessor (as a new tenant fee) to compensate the Lessor for the increase in processing work required. The new tenant fee shall be due when the Tenant returns the rental property. The Lessor remains free to provide evidence that the actual expenses in the specific case were higher. The Tenant is free to provide evidence that the expenses incurred by the Tenant were lower than the new tenant fee in the specific case.
6. Notice of termination of the lease must be issued in writing and delivered by post to International Campus GmbH, Blumenstrasse 28, D-80331 Munich, which has been authorized by the Tenant to accept such terminations.

**Section 3 Rents / Operating costs / Stepped rent**

1. The monthly rent to be paid to the Lessor for the rental property is
  - a). Rent [x]
  - b). Operating cost payment [x]
2. In addition to the rent, the Tenant shall bear the operating costs in accordance with Section 2 Nos. 1 to 17 Operating Costs Ordinance (BetrKV) as well as the costs for maintenance of fire extinguishers, electrical lines, and gas lines, gutter cleaning, Legionella assessments in accordance with the Drinking Water Ordinance (TrinkwV) and roof maintenance. These operating costs to be borne by the Tenant, including heating and hot water costs, are covered by the operating cost payment referred to in Section 3 Point 1 Letter b). Operating costs are not billed separately.
3. The Tenant may only operate their own refrigerators, ovens, air-conditioning units, electrical heaters of any kind, aquariums, or terrariums in the apartment with the Lessor's prior written consent. The operating cost payment also covers electricity costs. However, it does not cover electricity costs incurred by operating the aforementioned devices and power consumers. The Tenant must pay for these additional costs.
4. The Lessor is entitled to implement proportional increases in the operating costs charged to the Tenant, notifying the Tenant in writing. The written declaration must state the reason for the increase. The Tenant shall be liable for their share of the increase from the start of the month following the declaration. The Lessor is also entitled to implement operating cost increases retrospectively; however, they may only do so with effect from the start of the calendar year preceding the written declaration of the increase.
5. The Lessor is entitled to switch the type of heating and hot water supply without the Tenant's consent, in particular to heating contracting or district heating.
6. Stepped rent is agreed from [x] to [x]

The monthly net rent (i.e. excluding operating costs) for the apartment will increase  
in year 2 to EUR ..... **[x]**  
in year 3 to EUR ..... **[x]**  
in year 4 to EUR..... **[x]**

#### **Section 4 Rent security deposit**

1. The Tenant shall pay a rent security deposit in the amount of two months' net rent (i.e. excluding operating cost payment) for the apartment pursuant to Section 3 Point 1 Letter a) at the latest 14 days prior to the start of the tenancy to cover all of the Lessor's claims arising from the tenancy.
2. The Tenant must transfer the rent security deposit in the amount of **[x]** to the Lessor's account:

**Account holder: International Campus GmbH**  
**IBAN: DE22210500001001416888**  
**BIC/SWIFT: GENODEF1STH**  
**Bank: Hamburg Commercial Bank**

at least 14 days prior to the start of the tenancy. Section 551 Para. 2 German Civil Code (BGB) remains unaffected.

3. In the case of changes to the rent or monthly operating cost payment, the Lessor shall have the right to adjust the security deposit amount taking account of the implemented increase in accordance with Section 315 German Civil Code (BGB) within a period of two weeks.
4. In accordance with Section 551 Para. 3 Sentence 5 of the German Civil Code (BGB), the Lessor is not obligated to add interest to the rent security deposit.
5. The Tenant may not set-off the claim to repayment from the rent security deposit against any payable claims made by the Lessor during the tenancy.
6. The Lessor must repay the rent security deposit to the Tenant within three months after the end of the tenancy and the Tenant returning the apartment, provided that the Lessor is not entitled to make counterclaims arising from the tenancy. The Tenant is obligated to provide the Lessor with the details of a valid SEPA account for this purpose when returning the apartment. If the Tenant does not provide the Lessor with the details of a valid SEPA account, the Tenant shall bear the necessary costs incurred in returning the rent security deposit; the Lessor shall have the right to withhold these costs from the returned rent security deposit.

#### **Section 5 Payment method (SEPA Direct Debit Mandate) for rent for the rental property and the operating cost payment**

1. The Tenant must pay the Lessor the rent and operating cost payment for the first month at the latest 14 days before the start of the tenancy. Other than that, the rent and operating cost payment shall be due in advance, at the latest by the third working day of each month, for the entire duration of the tenancy. The time the payment is credited to the account is decisive in determining the timeliness of the payment (cf. Section 4 Point 2).
2. The sums referenced in Section 3 shall be debited at the start of the month.
3. The Tenant is obligated to complete the attached SEPA Direct Debit Mandate and provide it to the Lessor. If the Tenant changes their bank account, they must inform the Lessor immediately so that a new SEPA Direct Debit Mandate can be issued. Valid SEPA details must be sent via email at the latest 14 days prior to the start of the tenancy to the following email address:  
[rentalaccounting@the-fizz.com](mailto:rentalaccounting@the-fizz.com).
4. The Tenant shall bear any costs incurred by the Lessor due to non-payment of a direct debit.

#### **Section 6 Other obligations of the Tenant**

1. As a fundamental rule, the rental property may only be used for residential purposes. Use of the property for business or commercial purposes is not permitted.
2. The Tenant must ensure regular and sufficient heating and ventilation of the rental property.
3. The Tenant must treat the rental property and all rooms, areas, and facilities made available for communal use with care and observe the enclosed house regulations.  
The Tenant is responsible for the cleaning and upkeep of the rental property; this includes external windows and external windowsills (of windows that can be opened). If the Tenant fails to fulfill these duties or fails to do so adequately and fails to make good on these duties within a set period, the Lessor shall be entitled to engage a company to carry out this work, with the costs borne by the Tenant.
4. The Tenant is obligated to report radio devices used in the rental property to the Beitragsservice von ARD, ZDF und Deutschlandradio – the fee-collection center for broadcasting institutions. The Tenant must pay the radio license fee; this fee is not included in the operating cost payment.
5. The Tenant is obligated to register and de-register with the relevant residents' registration office (Einwohnermeldeamt) when moving into and moving out of the rental property.

6. The installation of external antennae outside of the rental property is not permitted. The Tenant must remove any unauthorized external antennae they have installed at their own cost and, in doing so, return the building to its previous state.
7. Light bulbs must be replaced at the Tenant's expense. When the Tenant returns the rental property, all light bulbs must be the same type and wattage as when they moved into the rental property and must be fully functional.

#### **Section 7 Subletting**

1. The rental property may only be sublet with the Lessor's prior written consent.
2. Subletting the rental property to tourists (i.e. via Airbnb and the like) is not permitted. In accordance with the purpose of the lease as agreed in Section 1 Point 1, the rental property is only approved for residential purposes under public law. Any form of subletting for commercial purposes is strictly prohibited and entitles the Lessor to terminate the lease without notice. Any infringement in the aforementioned context will be reported to the relevant authorities immediately (including the trade supervisory authority, finance authority, and regulatory agency).

#### **Section 8 Changes to the rental property by the Tenant**

The Tenant may only make changes, and in particular conversions, installations, and the like, to the rental property with the Lessor's prior consent. Any such changes to the rental property must be reversed at the Tenant's expense before they return the rental property.

#### **Section 9 Pets**

Pets – with the exception of small animals such as pet birds, fish, and hamsters, etc. – may only be kept in the apartment with the Lessor's prior written consent. The Lessor may refuse to give consent for objective reasons. The Lessor reserves the right to revoke previously given consent for good cause.

#### **Section 10 Defects in the rental property / Tenant's duty of disclosure and liability / Insurance policies**

1. If, during the tenancy, a not insignificant defect appears in the rental property or if precautionary measures become necessary to protect the rental property or the building against foreseeable damages or hazards, the Tenant must notify the Lessor of this immediately.
2. The Tenant shall be liable for damage incurred due to culpable breach of their duties of care and disclosure. This also applies to damage incurred through improper handling and operation of equipment and technical systems as well as through inadequate heating or ventilation or through inadequate frost protection.
3. The Tenant is also liable for the fault of family members, visitors, subtenants, and all persons who remain in the building or the apartment with their permission.
4. The Lessor shall keep communal rooms, areas, facilities, systems, and access areas in good condition. If the Tenant is liable for any damage to the aforementioned elements and fails to remedy this damage within a set period following a corresponding request from the Lessor, the Lessor can have the damage remedied at the Tenant's expense.
5. The Tenant commits to the Lessor to take out a liability insurance policy with a sufficient sum insured with effect for the duration of the tenancy; this policy must also include third-party liability for the rented objects. Proof of this policy must be provided at the latest 14 days prior to the start of the tenancy to the following email address: [service@the-fizz.com](mailto:service@the-fizz.com)  
Furthermore, the Lessor recommends that the Tenant take out a home contents insurance policy to cover the Tenant's belongings, as the Tenant may otherwise be forced to bear the cost of any damage for which the Lessor is not liable.

#### **Section 11 House regulations**

The house regulations attached to this contract represent an essential component of this lease agreement. The **Lessor** may unilaterally amend the house regulations where necessary for management reasons or to maintain good order. The Lessor shall then inform the Tenant of the new house regulations.

#### **Section 12 Aesthetic repairs concerning the rental property**

The Tenant is obligated to perform the necessary aesthetic repairs, or to have them performed, to a professional standard in order to remedy damage due to rental use in areas of the property rented to the Tenant for their exclusive use. Aesthetic repairs include re-wallpapering, painting, or whitewashing walls and ceilings, repainting/coating floors, repainting/coating radiators including heating pipes, and repainting/coating internal doors and the interiors of windows and external doors.

#### **Section 13 Hand-over and return of the rental object**

1. At the end of the contract, the Tenant must return the rental property in accordance with the lease agreement, fully cleared of any objects they introduced. Damage culpably caused to the rental property by the Tenant must be remedied.

2. In the event of damage to the rental property, the Tenant shall be liable to pay damages. The Tenant acknowledges that, in the case of damage to the rental property or parts of the same, it is incumbent on the Tenant to prove that they are not responsible for the damage.
3. The Tenant must remove furnishing and installations that the Tenant has installed in the rental property and restore the property to its original condition, unless otherwise agreed with the Lessor.
4. Section 1 Point 2 of this agreement applies to the return of the key set and/or access chip. Unless otherwise agreed, the Tenant must personally hand over the key set and/or access chip to the Lessor's authorized representative (International Campus GmbH or the House Manager).
5. To determine the necessity of work and/or the condition of the rental property, the Lessor is entitled to inspect the rental property, having agreed an inspection date with the Tenant, at the latest by the 15th of the month in which the tenancy ends. The Lessor may invite other persons to attend this inspection or have the inspection carried out by a third party. If the 15th of the month in which the tenancy ends falls on a Saturday, Sunday, or public holiday, the inspection must take place at the latest on the preceding working day. The Tenant is entitled to decline the inspection for good cause, provided that they inform the Lessor of this immediately in writing and offer alternative inspection dates in the near future. The inspection serves to identify any defects and/or areas in need of aesthetic repairs that must be remedied by the Tenant prior to the return of the apartment.
6. The provision and return of keys, access chip, and apartment hand-over when the Tenant moves into and moves out of the apartment is by appointment and can only take place during the House Manager's office hours. The office is closed on Saturdays, Sundays, and public holidays

#### **Section 14 Right of access**

1. To determine the necessity of work or the condition of the rental property, the Lessor is entitled to access the rental property, having agreed an inspection date with the Tenant. The Lessor may invite other persons to attend this inspection or have the inspection carried out by a third party.
2. In the event of terminating or subletting and in the event that the Lessor intends to sell the apartment, the Tenant must permit inspections from 9am to 1pm and 3pm to 7pm on working days, and from 11am to 1pm on Sundays and public holidays. When work is carried out, this obligation applies for the working hours of the tradespeople performing the work; if there is imminent danger, it applies at all hours, day and night.
3. If the Tenant is absent from the property for several days, their keys can be made easily available to them by written arrangement with the Lessor. Otherwise, in emergencies, the leased premises can be kept open at the Tenant's expense.

#### **Section 15 Lessor's liability, offsetting, right of retention**

1. The Lessor's strict liability for compensation for defects to the rental property present on conclusion of the agreement (warranty liability) is hereby excluded; Section 536a Para. 1 Alt. 1 German Civil Code (BGB) therefore does not apply.
2. The Lessor and their vicarious agents are liable for intent or gross negligence. In the case of minor negligence, the Lessor is only liable for a breach of essential and/or typical contractual obligations. This exclusion of liability does not apply to loss of life, physical injury, health damage, violation of freedom, or violation of sexual self-determination caused by a negligent breach of duty by the Lessor or by willful or negligent breach of duty by a legal representative or vicarious agent of the Lessor. Furthermore, the exclusion of liability shall not apply in the event that the Lessor has assured or guaranteed a specific feature of the rental property or has maliciously concealed a defect.
3. In addition, the exclusion of liability does not apply to damages covered by an insurance policy taken out by the Lessor or for which the Lessor can successfully have recourse to third parties.
4. The Tenant may only offset claims against rent if these claims are undisputed, determined without further legal recourse, or ripe for adjudication. The same applies to exercising the right of retention.

#### **Section 16 Notification, majority of tenants**

1. The Tenant is obligated to inform the Lessor of a valid postal address for them.
2. Declarations of intent from the Lessor must be issued by or in relation to all tenants. The tenants authorize each other to accept declarations of intent from the Lessor. The authority also applies to accepting termination notices from the Lessor but does not apply to the conclusion of rent increase agreements. The tenants may only revoke this authority for good cause.

---

Place and date

---

Place and date

**X**

Tenant

Lessor



## Cancellation policy

### Right to cancellation

You have the right to cancel this agreement within fourteen days without giving any reason. The cancellation period is fourteen days from the date of conclusion of the agreement.

To exercise your right to cancellation, you must inform us

(Name: International Campus GmbH  
Address: Blumenstrasse 28, D-80331 Munich  
Tel.: +49 (0)89 88 96 90 – 302  
Fax: [...]   
Email: [...])

in a clear statement (e.g. in a letter sent by post, by fax or via email) of your decision to cancel this agreement. You can use the attached template cancellation form to do so, though this is not mandatory.

To comply with the cancellation period, it is sufficient for you to inform us of your intention to exercise your right to cancellation prior to expiry of the cancellation period.

### Consequences of cancellation

If you cancel this contract, we must then return to you all payments that we have received from you, including delivery charges (with the exception of additional costs incurred because you selected a different delivery type than the cheapest, standard delivery option we offered), immediately and within a maximum of fourteen days of the date on which we received notice of your cancellation of the agreement. We will use the same payment method to make the repayment that you used to make the original transaction unless we have expressly agreed otherwise with you. On no account will you be charged fees as a result of this repayment.

If you have requested services to begin during the cancellation period, you shall be due to pay an appropriate sum to us that corresponds to the proportion of services already provided up to the time at which you notified us of your intention to exercise your right to cancellation in relation to the total scope of the services set down in the agreement.

(Place, date)

**X** \_\_\_\_\_

(Tenant – \_\_\_\_\_)

In view of the above cancellation policy, I hereby request that the Lessor fulfills their repayment obligation prior to the end of the cancellation period. **I understand that I am obligated to pay compensation for any services rendered up to cancellation of the agreement and that I will lose my right to cancellation in the event of complete contractual performance by**

IC FIZZ Hamburg GmbH & Co. KG  
Kieler Straße 3, .  
22769, Hamburg  
.

(Place, date)

\_\_\_\_\_

(Tenant – \_\_\_\_\_)



The “**TEMPLATE CANCELLATION FORM**” on the following page is only intended as a template. Please **only use this form if you wish to cancel this agreement** in accordance with the aforementioned conditions and legal consequences.

## TEMPLATE CANCELLATION FORM

This cancellation is directed at:

International Campus GmbH  
Blumenstrasse 28  
D-80331 Munich

I/We hereby cancel the agreement I/we concluded regarding the provision of the following service:

Lease agreement from:

[Date]

regarding the following apartment

Customer name:

Apartment no. [x]

[x]

Customer address:

[x]

---

Place, date

**SEPA Direct Debit Mandate  
for SEPA Core Direct Debit Scheme**

Payee (creditor) name and address

Recurrent payments

**International Campus GmbH**  
Blumenstrasse 28  
D-80331 Munich

[CI/Creditor Identifier]

☒

[Mandate reference]

☒

(Tenant according to Lease Agreement)

☒

(the first payment will be debited on)

☒

**The payments to be debited are set down in the  
Lease Agreement.**

**SEPA Direct Debit Mandate**

I/We authorize

[Name of payment recipient]

**International Campus GmbH**

to collect payments from my/our account by means of direct debit. At the same time, I/we instruct my/our bank to honor the direct debits from

[Name of payment recipient]

**International Campus GmbH**

on my/our account.

Note: I/We can request that the debited payment be reimbursed within eight weeks starting with the date the payment is debited. The conditions agreed with my/our bank apply.

Account holder / Payer (Forename, surname)

Street, house number, postal code, city

Bank

BIC

IBAN

Place, date

Signature (payer)

**Lease Agreement (Furnishings)**

Lessor:

**IC FIZZ Hamburg GmbH & Co. KG**

represented by  
International Campus GmbH  
Blumenstr. 28  
D-80331 Munich,

which is hereby authorized to submit and accept declarations of intent, to accept unilateral legal transactions (e.g. terminations and rejections under Sections 174, 180 of German Civil Code [BGB], objections) and to receive monies and security deposits relating to the rental property.

(hereinafter also referred to as "Lessor")

Tenant:

[x]

Forename and surname

Current address:

[x]

**Apartment no. – [x]**

**Contract number: [x]**

(hereinafter also referred to as "Tenant")

### Section 1 Leased goods

The Lessor rents out to the Tenant the leased goods, which are the furnishings of the rental apartment governed by the lease agreement between the Tenant and IC FIZZ Hamburg GmbH & Co. KG in THE FIZZ Hamburg student accommodation, Kieler Straße 3, 22789 Hamburg (hereinafter referred to as "THE FIZZ").

### Section 2 Length of lease / Exclusion of termination with notice

1. The leased goods are rented out for only temporary use and for exclusively use in the apartment rented out pursuant to the apartment lease agreement between the Tenant and IC FIZZ Hamburg GmbH & Co. KG. The start this lease agreement shall be determined by the start date of the apartment lease agreement (Section 549 Para. 3 German Civil Code [BGB]) between the Tenant and IC FIZZ Hamburg GmbH & Co. KG regarding the apartment in The FIZZ and shall end in accordance with Section 2 Point 3 without prior notice of termination. Termination with notice by either party is excluded during this period; the right to termination for cause remains unaffected.
2. Following termination of the tenancy, in derogation from Section 545 German Civil Code [BGB], continued use of the leased goods shall not result in tacit extension of the lease agreement.
3. The lease agreement shall dissolve on termination of the apartment lease agreement between the Tenant and IC FIZZ Hamburg GmbH & Co. KG (Section 549 Para. 3 German Civil Code [BGB]) regarding the apartment in The FIZZ, i.e. this contract shall also terminate with immediate effect on termination of the aforementioned apartment lease agreement (e.g. through scheduled termination, cancellation, or a termination agreement).
4. Notice of termination of the lease agreement must be given in writing.

### Section 3 Rent

The monthly rent to be paid to the Lessor for the leased goods is EUR [x]

### Section 4 Payment method (SEPA Direct Debit Mandate) for furniture rent and media use

1. The Tenant must pay the furniture rent for the first month to the Lessor at the latest 14 days before the start of the tenancy. Other than that, the furniture rent shall be due in advance, on the third working day of each month, throughout the entire duration of the tenancy. The time the payment is credited to the following account is decisive in determining the timeliness of the payment.

Account holder: International Campus GmbH  
 IBAN: DE22210500001001416888  
 BIC/SWIFT: GENODEF1STH  
 Bank: VR Bank Starnberg

2. The sums referenced in Section 3 shall be debited at the start of each month.
3. The Tenant is obligated to complete the attached SEPA Direct Debit Mandate and provide it to the Lessor. If the Tenant changes their bank account, they must inform the Lessor immediately so that a new SEPA Direct Debit Mandate can be issued. Valid SEPA details must be sent at the latest 14 days prior to the start of the tenancy to the following email address:  
 rentalaccounting@the-fizz.com.
4. The Tenant shall bear any costs incurred by the Lessor due to non-payment of a direct debit.

### Section 5 Deposit

1. The Tenant shall pay a deposit in the amount of EUR 400.00 for the apartment at the latest 14 days prior to the start of the tenancy to cover all of the Lessor's claims arising from the tenancy.
2. The Tenant must transfer the deposit in the amount of EUR 400.00 to the Lessor's account:

**Account holder: International Campus GmbH**  
**IBAN: DE22210500001001416888**  
**BIC/SWIFT: GENODEF1STH**  
**Bank: Hamburg Commercial Bank**

at least 14 days prior to the start of the tenancy.

3. The Lessor is not obligated to add interest to the rent security deposit.
4. The Tenant may not set-off the claim to repayment from the deposit against any payable claims made by the Lessor during the tenancy.
5. The Lessor must repay the deposit to the Tenant within three months after the end of the tenancy and the Tenant returning the apartment, provided that the Lessor is not entitled to make counterclaims arising from the tenancy. The Tenant is obligated to provide the Lessor with the details of a valid SEPA account for this purpose when returning the apartment. If the Tenant does not provide the Lessor with the details of a valid SEPA account, the Tenant shall bear the necessary costs incurred in returning the deposit; the Lessor shall have the right to withhold these costs from the returned deposit.

### Section 6 Other obligations of the Tenant

1. As a fundamental rule, the rental property may only be used for residential purposes.
2. Use of the property for business or commercial purposes is not permitted.
3. The Tenant may only remove the leased goods or parts thereof from the apartment leased in the lease agreement between the Tenant and IC FIZZ Hamburg GmbH & Co. KG if it is ensured that the leased goods or parts thereof will not be compromised by their transport out of and back into the apartment. The Lessor must be informed in writing prior to the removal of the leased goods.

### Section 7 Subletting

The rental property may only be sublet with the Lessor's prior written consent.

### Section 8 Changes to the rental property by the Tenant, maintenance, repairs

1. Material changes to the leased goods are not permitted.
2. The Tenant is obligated to perform maintenance on and repairs to a professional standard on the leased goods provided for the Tenant's exclusive use, including purchasing replacements, based on contractual use of the leased goods. In this context, maintenance comprises all duties necessary for the upkeep of the leased goods rented out to the Tenant for their exclusive use. The Tenant's obligations to perform maintenance or repair measures, including purchasing replacements, as outlined above, shall be excluded in the event that the need for maintenance or repairs already existed at the time the leased goods were handed over to the Tenant or concerns damage attributable to the Lessor or third parties for whom the Tenant is not responsible.

The assertion of claims for damages by the Lessor against the Tenant due to culpable breaches of duty on the part of the Tenant shall remain unaffected.

#### **Section 9 Defects in the leased goods / Tenant's duty of disclosure and liability / Insurance policies**

1. If, during the rental period, a not insignificant defect appears in the leased goods or if precautionary measures become necessary to protect the leased goods against foreseeable damages or hazards, the Tenant must notify the Lessor of this immediately.
2. The Tenant shall be liable for damage incurred due to culpable breach of their duties of care and disclosure. This also applies to damages caused by improper use and handling of the leased goods.
3. The Tenant is also liable for the fault of family members, visitors, subtenants, and all persons who use the leased goods with their permission.
4. The Tenant commits to the Lessor to take out a liability insurance policy with a sufficient sum insured with effect for the duration of the rental period; this policy must also include third-party liability for the leased goods. Proof of this policy must be provided at the latest 14 days prior to the start of the tenancy to the following email address: [service@the-fizz.com](mailto:service@the-fizz.com)

#### **Section 10 Cleaning and care, theft**

1. The Tenant shall undertake the cleaning and care of the leased goods throughout the rental period where required by the condition of the leased goods. If the Tenant fails to fulfill these duties or fails to do so adequately and fails to make good on these duties within a set period, the Lessor shall be entitled to engage a company to carry out this work, with the costs borne by the Tenant.
2. The Lessor's liability in the event of theft of the leased goods or parts thereof is excluded – subject to the provisions of Section 13.

#### **Section 11 Return of the leased goods**

1. The Tenant shall return the leased goods at the end of the contract in accordance with the contract. Damage culpably caused to the leased goods must be remedied.
2. In the event of damage to the leased goods and/or loss of the same, the Tenant shall be liable to pay damages. The Tenant acknowledges that, in the case of damage to or loss of the leased goods or parts of the same, it is incumbent on the Tenant to prove that they are not responsible for the damage or loss.
3. To determine the necessity of work and the condition of the leased goods, the Lessor is entitled to inspect the leased goods, having agreed an inspection date with the Tenant, at the latest by the 15th of the month in which the tenancy ends. The Lessor may invite other persons to attend this inspection or have the inspection carried out by a third party. If the 15th of the month in which the tenancy ends falls on a Saturday, Sunday, or public holiday, the inspection must take place at the latest on the preceding working day. The Tenant is entitled to decline the inspection for good cause, provided that they inform the Lessor of this immediately in writing and offer alternative inspection dates in the near future. The inspection serves to identify any defects and/or areas in need of aesthetic repairs that must be remedied by the Tenant prior to the return of the leased goods.

#### **Section 12 House regulations**

The house regulations attached to this agreement represent an essential component of this lease agreement. The Lessor may unilaterally amend the house regulations where necessary for management reasons or to maintain good order. The Lessor shall then inform the Tenant of the new house regulations.

#### **Section 13 Lessor's liability, mitigation, offsetting, right of retention**

1. The Lessor's strict liability for compensation for defects to the leased goods present on conclusion of the agreement (warranty liability) is hereby excluded; Section 536a Para. 1 Alt. 1 German Civil Code (BGB) therefore does not apply.
2. The Lessor and their vicarious agents are liable for intent or gross negligence. In the case of minor negligence, the Lessor is only liable for a breach of essential and/or typical contractual obligations. This exclusion of liability does not apply to loss of life, physical injury, health damage, violation of freedom, or violation of sexual self-determination caused by a negligent breach of duty by the Lessor or by willful or negligent breach of duty by a legal representative or vicarious agent of the Lessor. Furthermore, the exclusion of liability shall not apply in the event that the Lessor has assured or guaranteed a specific feature of the leased goods or has maliciously concealed a defect.
3. The exclusion of liability does not apply to damages covered by an insurance policy taken out by the Lessor or for which the Lessor can successfully have recourse to third parties.
4. The Tenant is only entitled to a reduction in rent if the grounds and level of rent reduction have been acknowledged by the Lessor and are undisputed, determined without further legal recourse, or ripe for adjudication. The Tenant's right to (partial) repayment of rent and operating cost prepayments and to the rectification of defects remains unaffected.

5. The Tenant may only declare set-off against claims of the Lessor or exercise their right of retention or right to withhold performance with claims that have been acknowledged by the Lessor and are undisputed, determined without further legal recourse, or ripe for adjudication. The Tenant must give the Lessor's one month's written notice before exercising these rights.

**Section 14 Notification, majority of tenants**

1. The Tenant is obligated to inform the Lessor of a valid postal address for them.
2. Declarations of intent from the Lessor must be issued by or in relation to all tenants. The tenants authorize each other to accept declarations of intent from the Lessor. The authority also applies to accepting termination notices from the Lessor but does not apply to the conclusion of rent increase agreements. The tenants may only revoke this authority for good cause.

\_\_\_\_\_  
Place and date

\_\_\_\_\_  
Place and date

**X**

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Lessor



## Cancellation policy

### Right to cancellation

You have the right to cancel this agreement within fourteen days without giving any reason. The cancellation period is fourteen days from the date of conclusion of the agreement.

To exercise your right to cancellation, you must inform us

(Name: International Campus GmbH  
Address: Blumenstrasse 28, D-80331 Munich  
Tel.: +49 (0)89 88 96 90 – 302  
Fax: [...]   
Email: [...])

in a clear statement (e.g. in a letter sent by post, by fax or via email) of your decision to cancel this agreement. You can use the attached template cancellation form to do so, though this is not mandatory.

To comply with the cancellation period, it is sufficient for you to inform us of your intention to exercise your right to cancellation prior to expiry of the cancellation period.

### Consequences of cancellation

If you cancel this contract, we must then return to you all payments that we have received from you, including delivery charges (with the exception of additional costs incurred because you selected a different delivery type than the cheapest, standard delivery option we offered), immediately and within a maximum of fourteen days of the date on which we received notice of your cancellation of the agreement. We will use the same payment method to make the repayment that you used to make the original transaction unless we have expressly agreed otherwise with you. On no account will you be charged fees as a result of this repayment.

If you have requested services to begin during the cancellation period, you shall be due to pay an appropriate sum to us that corresponds to the proportion of services already provided up to the time at which you notified us of your intention to exercise your right to cancellation in relation to the total scope of the services set down in the agreement.

(Place, date)

**X** \_\_\_\_\_

(Tenant – \_\_\_\_\_)

In view of the above cancellation policy, I hereby request that the Lessor fulfills their repayment obligation prior to the end of the cancellation period. **I understand that I am obligated to pay compensation for any services rendered up to cancellation of the agreement and that I will lose my right to cancellation in the event of complete contractual performance by**

IC FIZZ Hamburg GmbH & Co. KG  
Kieler Straße 3,  
22789 Hamburg

(Place, date)

\_\_\_\_\_

(Tenant – \_\_\_\_\_)

The “**TEMPLATE CANCELLATION FORM**” on the following page is only intended as a template. Please **only use this form if you wish to cancel this agreement** in accordance with the aforementioned conditions and legal consequences.

## TEMPLATE CANCELLATION FORM

This cancellation is directed at:

International Campus GmbH  
Blumenstrasse 28  
D-80331 Munich

I/We hereby cancel the agreement I/we concluded regarding the provision of the following service:

Lease agreement from: [Date]

regarding the following furnishings

[Furnishings]

Customer name: [x]

Customer address: [x]

---

Place, date

## Usage Agreement regarding the Use of Internet Access including THE FIZZ Service

Lessor:

**International Campus GmbH**  
Blumenstr. 28  
D-80331 Munich,

(hereinafter also referred to as "Lessor")

Tenant:

[x]

Forename and surname

Current address:

[x]

**Apartment no. – [x]**

**Contract number: [x]**

(hereinafter also referred to as "Tenant")

### Section 1 Services

1. The Lessor shall provide the Tenant with access to the Internet for their use in the rental apartment governed by the lease agreement between the Tenant and IC FIZZ Hamburg GmbH & Co. KG in THE FIZZ Hamburg student accommodation, Kieler Straße 3, 22789 Hamburg (hereinafter referred to as "THE FIZZ"). By using this Internet access, the Tenant expressly accepts the conditions of use set down in this agreement. The Internet access is determined by the technical and operational capabilities of the Lessor. The Tenant is aware of the normal variations in terms of bandwidth and insignificant outages and, provided these issues do not exceed normal levels, shall be considered in accordance with the contract. The Lessor does not guarantee that it will be possible to use the Internet access unimpeded and uninterrupted and also does not guarantee a specific bit rate. The Lessor reserves the right to temporarily limit or discontinue the Internet access in the event that maintenance or repair work is necessary.
2. The Lessor provides a House Manager service in THE FIZZ, the use of communal rooms, the use of common equipment in the building and in outdoor facilities, and the use of loan items, e.g. PlayStation, irons and ironing boards, vacuum cleaners, board games, etc. and organizes THE FIZZ events at regular intervals to which only THE FIZZ tenants are invited (hereinafter referred to as "**THE FIZZ Service**").

### Section 2 Contract term / Exclusion of termination with notice

1. The contractual relationship shall be determined by the start date of the apartment lease agreement (Section 549 Para. 3 German Civil Code [BGB]) between the Tenant and IC FIZZ Hamburg GmbH & Co. KG regarding the apartment in The FIZZ and shall end in accordance with Section 2 Point 3 without prior notice of termination. Termination with notice by either party is excluded during this period; the right to termination for cause remains unaffected (in particular Section 2 Point 3).
2. The contractual relationship shall dissolve on termination of the lease agreement between the Tenant and IC FIZZ Hamburg GmbH & Co. KG (Section 549 Para. 3 German Civil Code [BGB]) regarding the apartment in The FIZZ, i.e. this contract shall also terminate with immediate effect on termination of the aforementioned lease agreement (e.g. through scheduled termination, cancellation, or a termination agreement).
3. The Lessor may terminate the contract without notice – including without prior warning – in particular in the event that an injunction and claims for compensation are lodged against the Lessor by third parties due to (alleged) breaches of the law by the Tenant or in the event that the Lessor otherwise learns that the Tenant is

using the Internet access in violation of applicable laws or the conditions of use set down in this agreement. Notice of termination of the contractual relationship must be given in writing.

### Section 3 Media tariffs, service charge

1. The monthly fee to be paid for the Internet access provided by the Lessor in accordance with Section 1.1 is a flat-rate sum of EUR [x] including statutory value-added tax (currently at 19%).
2. To set up access to THE FIZZ Service (Section 1.2), the Tenant is obligated to pay a one-off **service charge** in the amount of EUR [x] (incl. 19% value-added tax) to the Lessor's following account:

Account holder: International Campus GmbH  
 IBAN: DE22210500001001416888  
 BIC/SWIFT: GENODEF1STH  
 Bank: Hamburg Commercial Bank

. Payment is due immediately.

### Section 4 Payment method (SEPA Direct Debit Mandate) for furniture rent and media use

1. The Tenant must pay the Lessor the media tariff for the first month at the latest 14 days before the start of the tenancy. Other than that, the media tariff shall be due in advance, on the third working day of each month, throughout the entire duration of the tenancy. The time the payment is credited to the following account is decisive in determining the timeliness of the payment.

**Account holder: International Campus GmbH**  
**IBAN: DE22210500001001416888**  
**BIC/SWIFT: GENODEF1STH**  
**Bank: Hamburg Commercial Bank**

2. The payment referenced in Section 3 shall be debited at the start of each month.
3. The Tenant is obligated to complete the attached SEPA Direct Debit Mandate and provide it to the Lessor. If the Tenant changes their bank account, they must inform the Lessor immediately so that a new SEPA Direct Debit Mandate can be issued. Valid SEPA details must be sent at the latest 14 days prior to the start of the tenancy to the following email address:  
 rentalaccounting@the-fizz.com.
4. The Tenant shall bear any costs incurred by the Lessor due to non-payment of a direct debit.

### Section 5 Other obligations of the Tenant, Tenant's liability

1. The Tenant is personally responsible for the data transmitted during their use of the Internet, the services accessed in this way, and the transactions effected in this way.
2. The Tenant is obligated in the use of their Internet access (or WLAN) to abide by the applicable law, not to infringe the rights of others, and not to violate the principle of child protection.

The Tenant **is prohibited from the following actions:**

- accessing or disseminating illegal or illicit content;
  - illegally reproducing, disseminating or making available public content, goods, or products legally protected by copyright, trademark law, personality rights, or by other means; this applies in particular to participation in online exchange platforms or file-sharing services;
  - posting, disseminating, offering or soliciting content, services and/or products that are of a pornographic nature, violate child protection laws, violate data protection law, violate any other laws, and/or are of a fraudulent nature;
  - publishing or making available content that insults or slanders other participants or third parties, and
  - sending mess messages (spam) and/or unauthorized advertising
3. When posting their own content on the Internet, and in communicating with other users, **the following actions are prohibited:**
    - transmitting above-average volumes of data;
    - disseminating viruses, Trojan horses and other malware;
    - disseminating offensive, indecent, sexual, obscene, or defamatory content, or content likely to promote or support racism, fanaticism, hatred, physical violence, or illegal activities, as well as
    - any form of activity likely to impair the smooth functioning of the Internet access and place a disproportionately heavy burden on the systems

4. The Tenant indemnifies the Lessor against all claims lodged and damages claimed by third parties based on illegal Internet use by the Tenant and/or a breach of the conditions of use contained in Section 5 Points 2 and 3; this also extends to all costs incurred by the Lessor due to an (alleged) rights violation and mounting a defense against the claims, such as lawyers' fees, court costs, and charges. The Tenant is obligated to inform the Lessor immediately if they have reason to suspect that their use of the Internet has caused or is likely to cause a breach of the law or if it has breached or is likely to breach the conditions of use.

#### **Section 6 Access data / Exclusion of third parties**

The Tenant is obligated to keep their registration and login data secret and protect it against unauthorized third-party access. The Tenant must inform the Lessor immediately if they have reason to suspect that unauthorized third parties have become aware of their access data. The Tenant must not make services provided by the Lessor available to third parties, either in return for remuneration or free of charge.

#### **Section 7 Lessor's liability, mitigation, offsetting, right of retention**

1. The Lessor and their vicarious agents are liable for intent or gross negligence. In the case of minor negligence, the Lessor is only liable for a breach of essential and/or typical contractual obligations. This exclusion of liability does not apply to loss of life, physical injury, health damage, violation of freedom, or violation of sexual self-determination caused by a negligent breach of duty by the Lessor or by willful or negligent breach of duty by a legal representative or vicarious agent of the Lessor. Furthermore, the exclusion of liability shall not apply in the event that the Lessor has assured or guaranteed a specific feature of the service or has maliciously concealed a defect.
2. The exclusion of liability does not apply to damages covered by an insurance policy taken out by the Lessor or for which the Lessor can successfully have recourse to third parties.
3. The Tenant is only entitled to a price reduction if the grounds and level of reduction have been acknowledged by the Lessor and are undisputed, determined without further legal recourse, or ripe for adjudication. The Tenant's right to (partial) repayment of payments and to the rectification of defects remains unaffected.
4. The Tenant may only declare set-off against claims of the Lessor or exercise their right of retention or right to withhold performance with claims that have been acknowledged by the Lessor and are undisputed, determined without further legal recourse, or ripe for adjudication. The Tenant must give the Lessor's one month's written notice before exercising these rights.

#### **Section 8 Final provisions**

1. The law of the Federal Republic of Germany shall apply.
2. Insofar as legally possible, the Lessor's registered office shall be the exclusive place of jurisdiction for all disputes arising from this usage agreement.
3. If individual provisions of this usage agreement are or become invalid, this shall not affect the validity of the other provisions.

\_\_\_\_\_  
Place and date

\_\_\_\_\_  
Place and date

**X** \_\_\_\_\_

Tenant

\_\_\_\_\_  
Lessor

## Cancellation policy

### Right to cancellation

You have the right to cancel this agreement within fourteen days without giving any reason. The cancellation period is fourteen days from the date of conclusion of the agreement.

To exercise your right to cancellation, you must inform us

(Name: International Campus GmbH  
Address: Blumenstrasse 28, D-80331 Munich  
Tel.: +49 (0)89 88 96 90 – 302  
Fax: [...]   
Email: [...])

in a clear statement (e.g. in a letter sent by post, by fax or via email) of your decision to cancel this agreement. You can use the attached template cancellation form to do so, though this is not mandatory.

To comply with the cancellation period, it is sufficient for you to inform us of your intention to exercise your right to cancellation prior to expiry of the cancellation period.

### Consequences of cancellation

If you cancel this contract, we must then return to you all payments that we have received from you, including delivery charges (with the exception of additional costs incurred because you selected a different delivery type than the cheapest, standard delivery option we offered), immediately and within a maximum of fourteen days of the date on which we received notice of your cancellation of the agreement. We will use the same payment method to make the repayment that you used to make the original transaction unless we have expressly agreed otherwise with you. On no account will you be charged fees as a result of this repayment.

If you have requested services to begin during the cancellation period, you shall be due to pay an appropriate sum to us that corresponds to the proportion of services already provided up to the time at which you notified us of your intention to exercise your right to cancellation in relation to the total scope of the services set down in the agreement.

(Place, date)

**X** \_\_\_\_\_

(Tenant – \_\_\_\_\_)

In view of the above cancellation policy, I hereby request that the Lessor fulfills their repayment obligation prior to the end of the cancellation period. **I understand that I am obligated to pay compensation for any services rendered up to cancellation of the agreement and that I will lose my right to cancellation in the event of complete contractual performance by**

International Campus GmbH  
Blumenstr. 28  
D-80331 Munich,  
.

(Place, date)



(Tenant – \_\_\_\_\_)

The “**TEMPLATE CANCELLATION FORM**” on the following page is only intended as a template. Please **only use this form if you wish to cancel this agreement** in accordance with the aforementioned conditions and legal consequences.

## TEMPLATE CANCELLATION FORM

This cancellation is directed at:

International Campus GmbH  
Blumenstrasse 28  
D-80331 Munich

I/We hereby cancel the agreement I/we concluded regarding the provision of the following service:

Usage agreement from:

[Date]

on the following use

Internet access for private  
use  
Access to THE FIZZ Service

Customer name:

[x]

Customer address:

[x]

---

Place, date

## House Regulations

Communal life in THE FIZZ requires residents to be particularly considerate of one another. It is important to avoid disturbing or annoying other residents. The Tenant commits to preserve a sense of peace and happiness in the accommodation by being considerate of others. Being considerate of others, the willingness to resolve disputes, and tolerance are essential elements of communal life in THE FIZZ.

### 1. Living in THE FIZZ

- 1.1. Being a resident of the accommodation requires a valid lease agreement. The same applies to the use of all communal areas and the use of the underground car park. Of course, friends and acquaintances are welcome to visit.
- 1.2. The Lessor or their appointed representative may access the rental property with good justification, in particular to enable potential new tenants to view the property before the Tenant moves out and returns the property or in the case that the property is to be sold, and may do so in coordination with the Tenant by prior arrangement or by displaying a notice. Access is permitted and must be facilitated at all times in case of imminent danger.

### 2. Use of the rented residential property

- 2.1. The rental property entrusted to the Tenant for their use must be treated with care and protected against damage.
- 2.2. Any defects and required repairs must be reported to the House Manager immediately.
- 2.3. When using the technical devices in the rental property, the Tenant must follow the operating instructions provided when they moved in.
- 2.4. The installation of door cylinders not provided by the building is not permitted.
- 2.5. Mounting posters, pictures, stickers, banners, and inscriptions, etc. on the walls is prohibited throughout the building. The walls of the rental apartment are excluded from this provision.
- 2.6. The floors, windows, doors, and rented items of furniture must only be cleaned with commercially available and suitable materials. The Tenant must observe care instructions.
- 2.7. The Tenant must not dispose of any objects or food leftovers likely to cause blockages via the toilet or any other drainage systems.
- 2.8. The use of corrosive drain cleaners is prohibited due to the risk they pose to drainage pipes.
- 2.9. The tenant must keep doors and windows closed when away from the property and in case of inclement weather.
- 2.10. In case of pest infestation in the rental property, the Tenant must inform the House Manager immediately.
- 2.11. Barbecues on the balcony are not permitted.
- 2.12. The Lessor shall not be liable in the event that the Tenant's property or values are lost, provided that this loss is not due to a defect in the rental property.
- 2.13. The Tenant must ensure that the consumption of water and electricity in communal parts of the building is not unduly high.
- 2.14. The Tenant shall use water, hot water, and heating energy sparingly.
- 2.15. The Tenant must ensure sufficient ventilation. During colder seasons when the heating is used, inrush airing can be an effective way to get rid of stale air. Keeping the window constantly ajar results in significant energy losses, which it is important to avoid.
- 2.16. Standard connection cables must be used for television and radio sockets. The Tenant must refrain from manipulating the connection socket.

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

- 3.1. When using communally accessible facilities in the accommodation, the Tenant must use them with care and consideration and prevent any damage from occurring. This also applies to technical devices provided for use in the communal facilities.
- 3.2. Sweepings and waste must only be disposed of in – and not next to – the bins or garbage chutes provided for this purpose. The official regulations regarding waste separation (into biodegradable waste, residual waste, paper and cardboard, etc.) must be observed. Bulky or highly flammable waste must be disposed of separately. Storing refuse outside of the apartment and in corridors for extended periods is prohibited.
- 3.3. Communal areas of the building and premises must be kept free from stored items. This applies in particular to corridors, stairwells, sanitary rooms, kitchens, TV rooms, and balconies.

- 3.4. Highly flammable, hazardous, dangerous, or foul-smelling materials/substances must not be stored on the premises or in the building.
- 3.5. The Tenant is liable for all damages they culpably cause in all publicly accessible areas of the building.
- 3.6. The House Manager will attach corresponding room numbers to the building's letterbox system. In the interests of data protection and to ensure a uniform appearance in THE FIZZ, affixing name labels to letterboxes is not permitted.
- 3.7. External antennas and satellite systems may only be installed with the Lessor's prior written consent.
- 3.8. Structural and architectural changes and interventions in safety installations and supply systems (e.g. locking systems; gas, water, and sanitary systems; electrical network) are not permitted. All electrical devices used by the Tenant must bear the European Union's CE conformity mark.
- 3.9. The communal areas and study areas may only be used for parties and events following consultation with the House Managers. Corridors and escape routes must not be used for parties or events.

#### **4. Consideration for others & peace at night**

- 4.1. In THE FIZZ student accommodation, residents should be able to study and carry out their academic work without being disturbed. Communal life in THE FIZZ requires residents to be particularly considerate of one another. Residents should refrain from disturbing others. Residents must avoid creating noise, e.g. loud music, slamming doors, etc. Radio and television devices must be set to room volume.
- 4.2. Noise must be kept to a minimum in the apartment between 10pm and 7am to allow residents to sleep.
- 4.3. In communal areas, noise must be kept to a minimum between 10pm and 7am to allow residents to sleep. Designated communal rooms may still be used from 10pm to 12am (midnight) provided that a normal household noise level is maintained and that no other residents are disturbed.

#### **5. Fire safety**

- 5.1. Fire safety in the building is an important requirement. After moving into the property, the Tenant is obligated to inform themselves of fire protection measures, escape routes, and ways to raise the alarm, and to conduct themselves in a manner that prevents fires.
- 5.2. Fire protection equipment must not be damaged or their functioning restricted.
- 5.3. The misuse of fire extinguishers is prohibited.
- 5.4. It is not permitted to store bicycles, baby strollers, scooters, beer crates, or other items in corridors, stairwells, or the entrance areas of apartments if doing so blocks escape routes or if other storage areas have been designated or are available.

#### **6. Motor vehicles / cars / motorbikes / parking spaces**

- 6.1. Bicycles must not be stored in corridors or stairwells. The designated bicycle stands must be used to store bicycles.
- 6.2. Motorbikes, scooters, mopeds, and cars must only be parked in the rented parking spaces.
- 6.3. The car park and fire service access routes must be kept clear to allow traffic to flow and in the interests of fire safety.
- 6.4. The Lessor is responsible for keeping parking spaces, building access routes, and sidewalks clear from snow and black ice.
- 6.5. The Road Traffic Regulations (StVO) apply throughout the accommodation premises. Signposts must be followed. All road users on the premises should conduct themselves in a way that excludes any risk or impediment to others.
- 6.6. If the Tenant is issued a permit to confirm they have permission to park on the premises, they must affix this to or display this in their car so that it is clearly visible from outside.

#### **7. Safety**

- 7.1. For safety reasons, the door to the building, the doors to each floor, the apartment door, and all other means of accessing the building must be kept locked at all times.
- 7.2. Door keys/PACO access chips must be kept safe. The House Manager must be informed immediately if these items are lost.

#### **8. Smoking ban**

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