

## Convenience Translation

**Please note:**

**The following document is a sample rental agreement.**

**It serves to provide information on contractual conditions, irrespective of rent, deposit or other costs. These are individual for each apartment.**

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

**Sample Agreement**

# Convenience Translation

## Booking Overview

	Rental Agreement (Apartment)	Agreement (Furniture)	Agreement (THE FIZZ Service)
<b>1. Booking ID</b>	XXX	XXX	XXX
<b>2. Rental object / subject of agreement</b>	Apartment-No.: XX  XXX XXX XXX  (S. 2, §1.1 des MV)	Inventory is documented with a check-in protocol at the move-in.    (S. 13, §1 des MV)	Use of Internet access including THE FIZZ service.    (S. 21, §1 des MV)
<b>3. Period of rental agreement</b>	XX.XX.XXXX to XX.XX.XXXX    (S. 3, §2.1 des MV)	The agreement begins with the start of the tenancy (apartment) and ends automatically with its termination.    (S. 13, §2.1 des MV)	The agreement begins with the start of the tenancy (apartment) and ends automatically with its termination.    (S. 21, §2.1 des MV)
<b>4. Termination Notice Period</b>	a) With a notice period of three months to 30.09. of each year b) With a notice period of four weeks to the end of the month, if a suitable new tenant is named by the tenant.    (S. 3, §2.5 des MV)	Termination conditional on the termination of the rental agreement (apartment)    (S. 13, §2.3 des MV)	Termination conditional on the termination of the rental agreement (apartment)    (S. 21, §2.2 des MV)
<b>5. Rent / Payment from 2. month (in EUR)</b>	Cold rent: XX Euro Operational costs: XX Euro  Total: XX Euro (S. 3, §3 des MV)	Furniture Rent: XX Euro  Total: XX Euro (S. 14, §3 des MV)	Internet: XX Euro  Total: XX Euro (S. 22, §3 des MV)
	<b>Monthly All-in-rent: XX Euro</b>		
<b>6. Payment method</b>	According to SEPA-Basis-Direct-Debit-Mandate.   (S. 12)		
<b>7. Payments before contract start (in EUR)</b>	Deposit: 1.500,00 Monthly rent: XX Euro Operational Costs: XX Euro	Deposit: 400,00 Monthly rent: XX Euro	Internet: XX Euro Service Fee: XX Euro
<b>8. Bank details of the landlord</b>	Account holder: XXX IBAN: XXX BIC: XXX Purpose of use: XXX		

# Convenience Translation

## Rental Agreement (Apartment) with stepped-rent

Landlord:

XXX

XXX  
XXX  
XXX

Hereinafter also referred to as "Landlord".

Tenant:

XXX

XXX  
XXX  
XXX

Apartment-No.: XXX  
Booking ID: XXX

Hereinafter also referred to as „Tenant“

**Account holder: XXX**

**IBAN: XXX**

**BIC: XXX**

**Bank name: XXX**

Between XXX as landlord of the apartment (landlord) and the tenant a tenancy agreement is concluded for an apartment in THE FIZZ student dormitory in the sense of § 549 Abs.3 BGB.

### §1 Rental Property

1. The apartment no. XX, consisting of entrance area, shower room, living/bedroom, in the student dormitory "XXX", XXX, XXX (hereinafter also referred to as "The FIZZ"), is rented out by the landlord for residential purposes. The apartment may only be occupied by the persons listed as tenants in the rubric.
2. The mailboxes are marked with numbers only. The tenant must indicate the number of his apartment, in addition to his name and address, so that letters can be delivered to him.
3. The construction work still in progress in the neighbouring residential home "HVNS", Oeverseestraße 7 in 22769 Hamburg, is expected to be completed by 31.11.2021 ("Construction Phase"). The tenant is aware that in the process of the completion of the aforementioned construction phase there may be restrictions on the use of the rented premises, in particular due to access restrictions, vibrations, noise, dirt, etc., and acknowledges this condition as being in accordance with the contract until completion of the work, which is why rent reductions, claims for damages and other claims due to the aforementioned impairments are excluded.

### §2 Rental Period / Termination / Student residence

1. The rental period for the rental object begins on XX.XX.XXXX and ends on XX.XX.XXXX without the need for termination. The rental object is rented for a limited period of time for temporary use only.
2. The Rental Agreement is subject to the condition precedent (Section 158 (1) of the German Civil Code) that on the day before the commencement of the rental period agreed in Section 2 (1) (i) the Furniture Rental Agreement between the Landlord and the Tenant for the furniture in the rented property and the Service Agreement between the Tenant and International Campus GmbH for services in The FIZZ and the Agreement on the use of the Internet in The FIZZ between the Tenant and International Campus GmbH have each been concluded and (ii) not one of these agreements has been terminated by the Tenant (including revocation of the corresponding declaration of intent by the Tenant). It is clarified that the termination of any of the listed agreements after the commencement of the Rental Agreement shall not constitute a condition subsequent to this Rental Agreement.
3. During the rental period specified in § 2 No. 1, ordinary termination shall be excluded; the right to extraordinary termination shall remain unaffected.
4. If the rented property is not handed over within 7 days after the commencement of the tenancy agreed in § 2 item 1, the landlord shall have a contractual right of withdrawal; the aforementioned contractual right of withdrawal shall be excluded if the handover fails due to circumstances for which the landlord is responsible. The aforementioned right of withdrawal shall expire at the time of handover of the rented property.

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5. If the rented property is not made available at the agreed time, the tenant may - subject to the provisions of § 15 - claim damages only if the landlord is responsible for the delay due to intent or gross negligence. The tenant's right to reduce the rent or to terminate the contract without notice due to failure to provide the use of the object on time remains unaffected.
6. After the end of the tenancy - contrary to § 545 BGB - there is no tacit renewal of the tenancy by continuing the use of the rented property.
7. In deviation from § 2 Clause 1, the tenant has a special right of termination:
  - a) With a notice period of three months to the 30.09. of each year;
  - b) with four weeks' notice to the end of the month, if the tenant names a suitable new tenant who is willing to conclude an agreement with the landlord for a minimum term of 6 months ending on 30.09. of a year, which seamlessly follows this tenancy. The new tenant is suitable in the aforementioned sense if he/she is an enrolled student at a state-recognized university, solvent and the landlord can objectively be expected to conclude the contract. The conclusion of the contract with the new tenant named by the tenant shall be not acceptable in the aforementioned sense in particular if the landlord cannot fulfil the rental agreement with the new tenant named by the tenant due to the fact that the rental object has already been rented to a third party under the law of obligations. If the tenant terminates the agreement on the basis of the aforementioned regulation (§ 2 item 7 b)), the tenant is obligated to pay EUR 150.00 (incl. VAT) to the landlord (new tenant fee) as compensation for the increased processing costs incurred by the landlord. The new tenant fee shall become due upon return of the rental property to the landlord. The landlord shall be at liberty to prove that his specific expenses were higher in the individual case. The tenant shall be at liberty to prove that the landlord incurred lower expenses than the new tenant fee in the specific case.
8. The landlord rents out the rental property in accordance with the occupancy concept and rotation concept, which can be viewed at [www.the-fizz.com](http://www.the-fizz.com). The tenant is obliged to submit to the landlord every semester, without being asked, a current certificate of enrolment, which is to be sent to the e-mail address: [service@the-fizz.com](mailto:service@the-fizz.com). The tenant is also obliged to inform the landlord immediately of his exmatriculation. Within the scope of his special right of termination, the landlord shall be entitled to terminate the contract at the latest on the third working day of a calendar month with effect from the end of the month after the following month
  - Tenant, who provided false information on their application;
  - In case of exmatriculation;
  - When completing the exam without directly following a second-degree program.
9. Termination of the rental agreement must be in writing and, in the event of termination by the tenant, must be received by mail by the landlord or by a representative authorized by the landlord (currently: International Campus GmbH, Blumenstraße 28, 80331 Munich, Germany), who is authorized by the landlord to receive the termination.

## §3 Rent / Operating costs / Stepped Rent

1. The monthly rent to be paid to the landlord for the apartment is as follows
  - a) Rent (cold rent) XXX Euro
  - b) Operating costs XXX Euro
2. In addition to the rent, the tenant shall bear the operating costs pursuant to § 2 No.1 to 17 of the Operating Costs Regulation as well as the costs of maintenance of fire extinguishers, electrical lines and gas lines, gutter cleaning, legionella testing pursuant to the Drinking Water Ordinance, and roof maintenance. These operating costs to be borne by the tenant, including the heating and hot water costs, are covered by the lump sum for operating costs mentioned above under § 3 No. 1 lit. b). A separate statement of operating costs shall not be issued.
3. The tenant is entitled to operate his own refrigerators, stoves, air conditioners, electric heaters of any kind, as well as aquariums and terrariums in the apartment only with the written consent of the landlord. The operating costs for the operation of such appliances, in particular the electricity costs, shall be borne by the tenant.
4. The landlord shall be entitled to allocate increases in the operating costs proportionately to the tenant by means of a declaration in text form; the declaration shall specify the reason for the allocation. The tenant shall owe the part of the apportionment attributable to him with effect from the beginning of the month after next following the declaration. The landlord shall be entitled to claim increases in operating costs also retroactively; however, at the most from the beginning of the calendar year preceding the declaration of increase.
5. The landlord is entitled to change the type of heating and hot water supply, in particular to heat contracting or district heating, without the tenant's consent.
6. For the period from XX.XX.XXXX to XX.XX.XXXX a stepped rent is agreed on  
The monthly rent (cold rent) will increase

Starting year 2 to EUR...	XX Euro
Starting year 3 to EUR...	XX Euro
Starting year 4 to EUR...	XX Euro

## §4 Deposit

1. The tenant pays to the landlord, to secure all claims of the landlord from the agreement, a rental deposit in the amount of two months' cold rent in accordance with § 3 No. 1 lit. a) for the apartment (excluding operating costs flat rate). This should be done 14 days before the start of the rental period.

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2. The tenant shall transfer the rental deposit in the amount of EUR 1,500.00 to the account of the landlord

**Account holder: XXX**

**IBAN: XXX**

**BIC: XXX**

**Bank name: XX**

3. In the event of changes in the rent or the monthly lump sum for operating costs, the landlord has the right to adjust the amount of the apartment deposit within a period of two weeks, taking into account the increase that has occurred in the meantime in accordance with Section 315 of the German Civil Code.
4. The landlord is not obliged to pay interest on the apartment deposit, Section 551 (3) sentence 5 BGB.
5. The security deposit shall be repaid to the tenant three months after the end of the tenancy and return of the rented property by the tenant. Insofar as at this time claims of the landlord against the tenant from or in connection with the tenancy still exist or may exist, the landlord is entitled to retain an appropriate amount of the security deposit.
6. For the repayment of the rental deposit, the tenant is obliged to provide the landlord with a valid SEPA account at the time of handover. If the Tenant does not inform the Landlord of a valid SEPA account, the Tenant shall bear those costs that are incurred and necessary for the repayment of the rental deposit; the Landlord shall have the right to withhold these costs from the rental deposit amount.

## **§5 Payment method (SEPA-Direct-Debit-Mandate) of monthly rent for the rental property and operating costs**

1. The rent and the operating costs for the first month shall be paid to the landlord no later than 14 days before the start of the tenancy. Furthermore, the rent and the operating costs for the entire duration of the tenancy are due for payment in advance on the first working day of each month. The date on which the payment is credited to the landlord's account shall be decisive for the timeliness of the payment (cf. § 4 No. 2). In the case of non-cash payment, the tenant shall be deemed to have fulfilled his obligation to make timely payment if, according to the normal course of events, he could expect timely crediting to the account designated by the landlord.
2. The tenant is obliged to give the landlord the attached SEPA direct debit mandate immediately. In the event of a change in the account, this must be notified to the landlord immediately in order to issue a new SEPA direct debit mandate. The SEPA data shall be sent in each case to the e-mail address provided by the landlord for this purpose (currently: [rentalaccounting@the-fizz.com](mailto:rentalaccounting@the-fizz.com)).
3. The tenant shall be liable for any costs incurred by the landlord as a result of any failure to credit the direct debit.

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## §6 Other obligations of the tenant

1. The rental property may only be used for residential purposes. Use for business and commercial purposes is not permitted.
2. The tenant shall ensure regular and sufficient heating and ventilation of the apartment.
3. The tenant shall treat the rental property and the rooms, areas and their facilities available for general use with care and observe the attached house rules as **Annex A**.  
During the rental period, the tenant shall be responsible for the cleaning and maintenance of (1) the apartment, including the exterior windows and windowsills (with regard to those windows that can be opened) and (2) the furniture, to the extent required by the condition of the furniture. If Tenant fails to perform these duties, or fails to perform them adequately, Landlord shall have the right, after the expiration of an unsuccessful notice period, to hire a company to perform such work at Tenant's expense.
4. The tenant is obliged to immediately register any broadcasting equipment used in the apartment with the ARD, ZDF Deutschlandradio-Beitragsservice. The tenant pays the broadcasting fees himself; they are not included in the operating costs.
5. The tenant is obliged to register and deregister at the relevant residents' registration office when moving in and out.
6. The installation of external antennas outside the apartment is not permitted. The tenant must remove unauthorized external antennas at his own expense and restore it to its previous condition.
7. The replacement of bulbs is carried out by the tenant at his own expense. Upon return, all light bulbs must be of the same type and wattage as when the rental property was handed over to the tenant and must be in functional condition.

## §7 Sub renting

1. Sub renting of the rental property requires the written permission of the landlord.
2. The tenant is not permitted to provide the rental property to tourists (airbnb, etc.). The use of the rental property - in accordance with the rental purpose agreed in § 1 No. 1 lit. a) - is only permitted under public law for residential purposes. Any commercial subletting is strictly prohibited and entitles the landlord to terminate the rental agreement without notice. Any infringement in the aforementioned sense will immediately be reported to the relevant authorities (including trade supervisory office, tax office, public order office).

## §8 Changes to the rental property by the tenant

1. Changes, in particular construction and alterations, installations or the like in relation to the apartment, may be made by the tenant only with the permission of the landlord; they must be dismantled by the tenant at the expense of the tenant before the apartment is returned.
2. For security reasons, the tenant is strictly prohibited to install his own locks or lock cylinders in the apartment door.

## §9 Keeping of pets

Keeping pets - with the exception of small animals such as pet birds, pet fish, hamsters, etc. - is only possible with the landlord's consent in text form, which the landlord may refuse for an objective reason. The landlord reserves the right of revocation of a granted consent for important reasons. Important reasons are in particular odour and/or noise nuisance, damage to the rental property and/or interference with other tenants.

## §10 Defects in the rented property / Tenant's duty of notification and liability / Insurance policies

1. If during the rental period a not only insignificant defect of the rented property becomes apparent or if precautions against expected damage or danger to the rented property or the house become necessary, the tenant shall notify the landlord thereof immediately.
2. The tenant is liable for damages caused by culpable violation of the duty of care and notification required of him. This also applies to damage caused by improper operation and handling of equipment and technical installations as well as insufficient heating or ventilation or insufficient protection against frost.
3. The tenant is also liable for the damages caused by family members, visitors, subtenants and all persons staying in the building or in the apartment with the tenant's consent.
4. The tenant must prove that there was no culpable behaviour.
5. The landlord shall keep the common rooms, areas, their facilities, installations and accesses in proper condition. In the event of damage for which the tenant is liable, the landlord may have the damage repaired at the tenant's expense after a request to repair the damage has expired and a deadline has been set for the tenant to do so.  
Furthermore, the landlord advises the tenant to take out household insurance for the tenant's own belongings, as otherwise the tenant may have to bear any damage for which the landlord is not responsible.

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## §11 House rules

The house rules attached to this contract as **Annex A** are an integral part of this rental agreement. The house rules may be amended unilaterally by the landlord if this is required for reasons of order or management. He will then bring the new house rules to the attention of the tenant. In the event of contradictions between the house rules and the provisions of this rental agreement, the provisions of the rental agreement shall take precedence.

## §12 Cosmetic repairs concerning rental property

The tenant is obliged to carry out or have carried out in a professional manner the cosmetic repairs required as a result of the use of the rented property inside the premises rented for exclusive use. Cosmetic repairs are wallpapering, painting or whitewashing the walls and ceilings, painting the floors, painting the radiators including heating pipes, the interior doors and the windows and exterior doors from the inside.

## §13 Handover and return of the rental property

1. At the end of the contract, the tenant must leave the rental object cleaned, completely vacated, as far as the items brought in by him are concerned, and in accordance with the contract.
2. Furnishings and installations with which the tenant has equipped the apartment must be removed by the tenant and restored to their original condition, unless otherwise agreed with the landlord.
3. For the return of the set of keys or the access chips, § 13 No. 5 of this contract applies. Unless otherwise agreed, the set of keys or access chip must be handed over personally to the landlord, a representative authorized by him (currently: International Campus GmbH or one of the respective House Managers).
4. In order to determine the need for work and/or the condition of the rented property, the landlord is entitled to enter the rented property with the tenant after arranging an inspection date no later than the 15th day of the month in which the agreement ends. For this purpose, he may call in further persons or have the inspection carried out by third parties. If the 15th of the month in which the tenancy ends falls on a Saturday, Sunday or public holiday, the inspection shall take place on the previous working day at the latest. Regarding the time of the inspection, reference is made to § 14 item 2. The Tenant shall be entitled to refuse the inspection for important reasons, if he notifies the Landlord thereof in text form immediately and offers alternative appointments for the inspection at short notice. The inspection appointment serves to determine any defects and/or cosmetic repair requirements that still need to be remedied/fulfilled by the tenant prior to return.
5. Key, access chip, and apartment pick-up and drop-off for tenant move-in and move-out must be scheduled and can only be done during the hours the House Manager's office is open; the office is closed on Saturdays, Sundays, and holidays.

## §14 Right of Access

1. In order to determine the need for work or the condition of the rented property, the landlord is entitled to enter the apartment after giving notice of an inspection appointment with the tenant, if there is an objective reason for doing so, which results from proper management of the property. For this purpose, he may call in additional persons or have the inspection carried out by third parties.
2. In case of termination and subletting or in case of intended sale of the apartment, the tenant has to allow the inspection on working days between 9 a.m. and 1 p.m. and 3 p.m. and 7 p.m., on Sundays and holidays between 11 a.m. and 1 p.m. after reasonable advance notice. In the case of necessary work, this obligation exists during the working hours of the craftsmen concerned, in cases of urgent danger also without prior notice at any time of the day or night.

## §15 Liability of the landlord, offsetting

1. The strict liability of the landlord for damages for material defects existing at the time of conclusion of the contract (warranty liability) of the rented property is excluded; § 536a para. 1 1st alt. BGB does not apply in this respect.
2. The landlord and his representatives are liable for intent and gross negligence. For slight negligence they are liable only in case of breach of essential contractual obligations. Essential contractual obligations are those whose fulfillment characterizes this contract and on whose fulfillment the tenant may rely. Liability for breach of essential contractual obligations shall be limited to the foreseeable damage typical for this type of contract. The exclusion of liability pursuant to this § 15 shall not apply in the event of injury to life, limb, health, freedom or sexual self-determination resulting from a negligent breach of duty on the part of the landlord or an intentional or negligent breach of duty on the part of a legal representative or vicarious agent. Furthermore, the exclusion of liability shall not apply if the landlord has assured or guaranteed a certain property of the rental object or has fraudulently concealed a defect.
3. Furthermore, the exclusion of liability shall not apply in the event of damage for which the landlord has received an insurance benefit.
4. The tenant may only offset claims against the landlord that are recognized by the landlord, undisputed, ready for decision or legally established.

# Convenience Translation

## §16 Operating devices

1. Landlord is entitled to transfer all items, which are owned by Landlord and are given to Tenant for Tenant's use, that qualify or could qualify as operating equipment or otherwise as chattel for tax purposes, to a special purpose entity and to give them to Tenant in Landlord's own name (in trust) or in the name of the special purpose entity (directly through the special purpose entity). The landlord may exercise this authority at any time without restriction, on one or more occasions.
2. The Tenant shall support the Landlord in the process of the transfer to the best of its ability and, in particular, shall make all declarations, including to third parties, which may be required for this purpose. The Landlord clarifies that in addition to the rent agreed upon after the transfer in the aforementioned sense, value added tax in the statutory amount shall be owed by the Tenant in each case for these operating device.

## § 17 Delivery, majority of tenants

1. The tenant is obliged to always provide the landlord with a deliverable address.
2. If several persons are named as tenants in this agreement, all tenants shall be collectively liable for all obligations arising from the rental agreement. The tenants authorize each other to receive declarations of intent from the landlord. The power of attorney can only be revoked by the tenants for important reasons.

\_\_\_\_\_  
Place and Date

\_\_\_\_\_  
Place and Date

**X**

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Landlord

Sample Agreement



# Convenience Translation

## Revocation policy

### Right of Revocation

You have the right to revoke this contract within fourteen days without giving any reason. The revocation period is fourteen days from the date of conclusion of the contract.

To exercise your right of revocation, you must inform us, the

International Campus GmbH  
Blumenstraße 28, 80331 München  
service@the-fizz.com

authorized by the landlord, by a clear statement (e.g. a letter sent by mail, fax or e-mail) of your decision to revoke this contract. You can use the attached sample cancellation form, which is not mandatory.

In order to comply with the revocation period, it is sufficient that you send the notification of the exercise of the right of revocation before the expiry of the revocation period.

### Consequences of revocation

If you revoke this contract, we shall reimburse you all payments we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a type of delivery other than the most favourable standard delivery offered by us), without undue delay and no later than within fourteen days from the day on which we received the notification of your revocation of this contract. For this repayment, we will use the same method of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged for this repayment.

If you have requested that the services begin during the revocation period, you shall pay us a reasonable amount corresponding to the proportion of the services already provided up to the time you notify us of the exercise of the right of revocation with respect to this contract compared to the total scope of the services provided for in the contract.

\_\_\_\_\_  
Place and Date

X  
\_\_\_\_\_  
Tenant

In knowledge of the above revocation instruction, I expressly demand that the landlord begins with his obligation to perform already before the expiry of the revocation period. I am aware that I am obliged to pay compensation for services rendered until the revocation and that I lose my right of revocation upon complete fulfilment of the contract by the

International Campus GmbH  
Blumenstraße 28  
80331 München

\_\_\_\_\_  
Place and Date

X  
\_\_\_\_\_  
Tenant

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## Sample revocation form

The revocation is addressed to the:

International Campus GmbH  
Blumenstraße 28  
80331 München

I / we hereby revoke the contract concluded by me / us for the following service provision:

Rental Agreement from: XX.XX.XXXX

On the following apartment: XXX  
XXX

Name of the consumer: XXX  
Address of the consumer: XXX  
XXX

\_\_\_\_\_  
Place and Date

\_\_\_\_\_  
Tenant

Sample Agreement

# Convenience Translation

## SEPA-Direct-Debit-Mandate / for SEPA direct debit procedure

Name and address of the payment receiver  XXX XXX XXX
---

Creditor identification number XXX	Mandate reference XXX
Tenant according to rental agreement XXX	The first debit will be made on XXX

### SEPA-direct-debit

I / we hereby authorize

Name of the payment receiver XXX
-------------------------------------

At the same time, I / we instruct my / our credit institution to debit the amount debited by the

Name of the payment receiver XXX
-------------------------------------

to my / our account.

Note: I/We can demand repayment of the debited amount within eight weeks, beginning with the debit date. The conditions agreed with my / our credit institution apply.

Account holder / Payment obligated (Surname, Name) XXX
Street, number, postal code City XXX XXX

Credit institute XXX	
BIC XXX	IBAN XXX
Place and Date	Signature (Payment obligated) <b>X</b>

# Convenience Translation

## Rental Agreement (Furniture)

Landlord:

**XXX**

XXX  
XXX  
XXX

Hereinafter also referred to as "Landlord".

Tenant:

**XXX**

XXX  
XXX  
XXX

Apartment-No.: XX  
Booking-ID: XX

Hereinafter also referred to as „Tenant“.

### §1 Rental Property

1. As rented property, the Landlord rents the furnishings listed in the handover protocol (hereinafter referred to as "rented property") of the apartment in the student dormitory "XXX", XXX, XXX (hereinafter referred to as "THE FIZZ") rented by Rental Agreement between the Tenant and XXX.

### §2 Rental Period / Exclusion of ordinary termination

1. The rental property is rented for a limited period of time only for temporary use and only for exclusive use in the apartments in the student dormitory "XXX", XXX, XXX (hereinafter referred to as "THE FIZZ") rented with Rental Agreement between the landlord and XXX ("Residential Tenancy Agreement"). The tenancy commences at the beginning of the Residential Tenancy Agreement and ends according to § 2 clause 3 without the need of a notice of termination. During this period, ordinary termination is excluded; the right to extraordinary termination remains unaffected.
2. After the end of the tenancy - contrary to § 545 BGB - there is no tacit renewal of the tenancy by continuing the use of the rented property.
3. The rental relationship ends with the termination of the apartment rental agreement, i.e. this agreement also ends with immediate effect if the aforementioned apartment rental agreement is terminated (e.g. by notice of termination, revocation or cancellation agreement).
4. In case of termination by the tenant, the notice of termination of the tenancy must be sent in text form by mail to International Campus GmbH, Blumenstraße 28, 80331 Munich, Germany, who is authorized by the landlord to receive the notice of termination.

### §3 Rent

1. The monthly rent to be paid to the landlord for the rented property is XX euros.

### §4 Payment method (SEPA-Direct-Debit-Mandate) of monthly furniture rent

1. The furniture rent for the first month is to be paid to the landlord at the latest 14 days before the start of the lease. Furthermore, the furniture rent is due for payment in advance on the first working day of each month for the entire duration of the tenancy. For the timeliness of payment, the time of crediting to the subsequent account of the landlord is decisive:

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**Account holder: XXX**  
**IBAN: XXX**  
**BIC: XXX**  
**Bank name: XXX**

2. The tenant is obliged to give the landlord the attached SEPA core direct debit mandate immediately. In the event of a change in the account, this must be notified to the landlord immediately in order to issue a new SEPA core direct debit mandate. The SEPA data shall be sent in each case to the e-mail address set up by the landlord for this purpose (currently: [rentalaccounting@the-fizz.com](mailto:rentalaccounting@the-fizz.com)).
3. The tenant shall be liable for any costs incurred by the landlord as a result of any failure to collect the direct debit.

## §5 Deposit

1. The tenant shall pay a deposit of EUR 400,00 to the landlord's account no later than 14 days before the start of the rental period to secure all claims of the landlord arising from the rental relationship:

**Account holder: XXX**  
**IBAN: XXX**  
**BIC: XXX**  
**Bank name: XXX**

2. The landlord is not obliged to pay interest on the deposit.
3. The security deposit shall be returned to the tenant three months after termination of the tenancy and return by the tenant if the landlord is not entitled to any counterclaim due under the tenancy. Insofar as at that time claims of the landlord against the tenant from or in connection with the tenancy still exist or may exist, the landlord is entitled to retain an appropriate amount of the security deposit.
4. For the repayment, the tenant is obliged to inform the landlord of a valid SEPA account at the time of handover. If the tenant does not inform the landlord of a valid SEPA account, the tenant shall bear those costs that are incurred and necessary for the repayment of the deposit; the landlord has the right to withhold these costs from the deposit amount.

## §6 Other obligations of the tenant

1. The rented property may in general only be used for residential purposes.
2. The use for a business and commercial activity is prohibited.
3. The rented item or parts of the rented item may only be removed by the tenant from the apartment rented with the residential rental agreement during the rental period if it is ensured that the rented item or parts of the rented item are not endangered by the transport to and from. Likewise, the interim storage of the rented property or parts of the rented property outside the apartment rented with the residential rental agreement must not endanger the rented property or parts of the rented property. Prior to the removal of the rented property, the landlord shall be informed thereof in text form.

## §7 Sub tenancy

Subleasing of the rented property requires the written permission of the landlord.

## §8 Changes in the substance of the rented property by the tenant, maintenance, repairs

1. Modifications are not permitted. The only exceptions to this prohibition are changes that do not affect the substance of the rental object and can be reversed without more than insignificant effort. The tenant is obliged to reverse any changes made by him to the rented property upon termination of the contract.
2. The tenant is obligated to carry out the maintenance and repair measures including replacement purchases of the rental object (in particular light bulbs) in a professional manner or to have them carried out. Maintenance also includes the necessary servicing of the rental object. The aforementioned obligations of the tenant to carry out maintenance and repair measures, including replacement purchases, are excluded insofar as the need for maintenance and/or repair (i) already existed at the time of handover of the rented property, (ii) is not caused by the use of the rented property or (iii) is not attributable to the tenant's sphere of risk. The assertion of claims for damages by the Landlord against the Tenant due to culpable breaches of duty by the Tenant shall remain unaffected by the above provisions.

## §9 Defects in the rented property / Tenant's duty of notification and liability / Insurance policies

1. If during the rental period a not only insignificant defect of the rental object becomes apparent or precautions against expected damage or danger to the rental object become necessary, the tenant shall notify the landlord thereof without delay.
2. The tenant is liable for damages caused by culpable violation of the duty of care and notification for which he is responsible. This also applies to damage caused by improper operation and handling of the rental object.
3. The tenant is also liable for the fault of family members, visitors, subtenants and all persons who use the rented property with his consent.

# Convenience Translation

4. The tenant is obliged to the landlord to take out liability insurance with sufficient coverage for the duration of the rental period, which also includes liability for rented items. The proof must be sent to the following e-mail address no later than 14 days after the start of the rental period: [service@the-fizz.com](mailto:service@the-fizz.com).

## §10 Cleaning and care, theft

1. The tenant shall be responsible for cleaning and maintenance of the rental object during the rental period, insofar as this is required by the condition of the rental object. If the tenant fails to fulfil these obligations or fulfils them insufficiently, the landlord is entitled, after the expiration of an unsuccessful deadline, to commission a company to carry out this work at the expense of the tenant.
2. The landlord's liability for theft of the rental object or parts of the rental object is - subject to the provisions of § 12 - excluded.

## §11 Return of the rental object

1. At the end of the contract, the tenant must hand over the rental object in accordance with the contract.
2. In order to determine the need for work and/or the condition of the rented property, the landlord is entitled to enter the rented property with the tenant after arranging an inspection date no later than the 15th day of the month in which the agreement ends. For this purpose, he may call in further persons or have the inspection carried out by third parties. If the 15th of the month in which the tenancy ends falls on a Saturday, Sunday or public holiday, the inspection shall take place on the previous working day at the latest. Regarding the time of the inspection, reference is made to § 14 item 2. The Tenant shall be entitled to refuse the inspection for important reasons, if he notifies the Landlord thereof in text form immediately and offers alternative appointments for the inspection at short notice. The inspection appointment serves to determine any defects and/or cosmetic repair requirements that still need to be remedied/fulfilled by the tenant prior to return.

## §12 Liability of the landlord, reduction, set-off, right of retention

1. The strict liability of the landlord for damages for material defects existing at the time of conclusion of the contract (warranty liability) of the rental object is excluded; § 536a para. 1 1st alt. BGB does not apply in this case.
2. The landlord and his representatives are liable for intent and gross negligence. For slight negligence, they are liable only in case of breach of essential contractual obligations. Essential contractual obligations are those, whose fulfilment characterizes this contract and on whose fulfilment the tenant may rely. Liability for breach of essential contractual obligations shall be limited to the foreseeable damage typical for this type of contract. The exclusion of liability pursuant to this § 15 shall not apply in the event of injury to life, limb, health, freedom or sexual self-determination resulting from a negligent breach of duty on the part of the landlord or an intentional or negligent breach of duty on the part of a legal representative or vicarious agent. Furthermore, the exclusion of liability shall not apply if the landlord has assured or guaranteed a certain property of the rental object or has fraudulently concealed a defect.
3. Furthermore, the exclusion of liability shall not apply in the event of damage for which the landlord has received an insurance benefit
4. The tenant is only entitled to reduce the furniture rent if the reason and amount of the rent reduction are recognized by the landlord, undisputed, ready for decision or legally established. Claims of the tenant to (partial) reclaim of rents and advance payments of operating costs as well as to removal of defects remain unaffected by this.
5. The tenant may only offset claims against the landlord that are recognized by the landlord, undisputed, ready for decision or legally established.

## §13 Delivery, majority of tenants

1. The tenant is obliged to always provide the landlord with a deliverable address.
2. If several persons are named as tenants in this agreement, all tenants shall be collectively liable for all obligations arising from the rental agreement. The tenants authorize each other to receive declarations of intent from the landlord. The power of attorney can only be revoked by the tenants for important reasons.
3. Should the (beneficial) ownership of the Rental Property be transferred, the Landlord shall be obliged and entitled to transfer this Rental Agreement to the acquirer of the (beneficial) ownership of the Rental Property. The Tenant hereby already agrees to such transfers of the Rental Agreement. The transfer shall be notified to the Tenant in text form.

\_\_\_\_\_  
Place and Date

\_\_\_\_\_  
Place and Date

X

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Landlord

# Convenience Translation

## Revocation policy

### Right of Revocation

You have the right to revoke this contract within fourteen days without giving any reason. The revocation period is fourteen days from the date of conclusion of the contract.

To exercise your right of revocation, you must inform us, the

International Campus GmbH  
Blumenstraße 28, 80331 München  
service@the-fizz.com

authorized by the landlord, by a clear statement (e.g. a letter sent by mail, fax or e-mail) of your decision to revoke this contract. You can use the attached sample cancellation form, which is not mandatory. In order to comply with the revocation period, it is sufficient that you send the notification of the exercise of the right of revocation before the expiry of the revocation period.

### Consequences of revocation

If you revoke this contract, we shall reimburse you all payments we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a type of delivery other than the most favourable standard delivery offered by us), without undue delay and no later than within fourteen days from the day on which we received the notification of your revocation of this contract. For this repayment, we will use the same method of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged for this repayment.

If you have requested that the services begin during the revocation period, you shall pay us a reasonable amount corresponding to the proportion of the services already provided up to the time you notify us of the exercise of the right of revocation with respect to this contract compared to the total scope of the services provided for in the contract.

\_\_\_\_\_  
Place and Date

X  
\_\_\_\_\_  
Tenant

In knowledge of the above revocation instruction, I expressly demand that the landlord begins with his obligation to perform already before the expiry of the revocation period. I am aware that I am obliged to pay compensation for services rendered until the revocation and that I lose my right of revocation upon complete fulfilment of the contract by the

International Campus GmbH  
Blumenstraße 28  
80331 München

\_\_\_\_\_  
Place and Date

X  
\_\_\_\_\_  
Tenant

# Convenience Translation

## Sample revocation form

The revocation is addressed to the:

International Campus GmbH  
Blumenstraße 28  
80331 München

I / we hereby revoke the contract concluded by me / us for the following service provision:

Rental Agreement from: XX.XX.XXXX

On the following apartment: XXX  
XXX

Name of the consumer: XXX  
Address of the consumer: XXX  
XXX

\_\_\_\_\_  
Place and Date

\_\_\_\_\_  
Tenant

Sample Agreement



# Convenience Translation

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

Service Provider:

**International Campus GmbH**

Blumenstraße 28  
80331 München  
Germany

Hereinafter also referred to as "Service Provider"

Service Recipient:

**XXX**

XXX  
XXX  
XXX

Apartment-No.: XX  
Booking-ID: XX

Hereinafter also referred to as „Service Recipient“

### §1 Services

1. The Service Provider provides the Service Recipient of the apartment rented with Rental Agreement between the Service Recipient and XXX ("Residential Rental Agreement") in the student dormitory "XXX", XXX, XXX (hereinafter referred to as "THE FIZZ"), with access to the Internet for use. By using it, the Service Recipient expressly accepts the terms of use regulated in this Agreement. The Internet access depends on the respective technical and operational possibilities of the service provider. Usual fluctuations in bandwidth and insignificant failures are, as far as they do not exceed the usual level, known to the Service Recipient and are considered to be in accordance with the agreement. The Service Provider does not guarantee that the Internet access can be used without disturbances and interruptions, nor does it guarantee a certain transmission speed. The Service Provider reserves the right to temporarily restrict or suspend the Internet access in case of necessary technical maintenance and repair works.
2. The service provider provides a house manager service in "THE FIZZ". In addition, the Service Provider shall additionally provide the Service Recipient with the use of the common rooms, the common facilities in the house and in the outdoor facilities as well as the use of rental equipment e.g. PlayStation, iron and ironing board, vacuum cleaner, board games etc. and shall organize "THE FIZZ" events at regular intervals in which only Service Recipients of "THE FIZZ" may participate (hereinafter jointly referred to as "THE FIZZ Service").
3. The Parties clarify that the Service Provider offers THE FIZZ Services to all residents of THE FIZZ and only reserves limited capacities. Therefore, the Service Recipient is only entitled to share the reserved capacities together with the other residents of THE FIZZ. If the demand for THE FIZZ Services exceeds the reserved capacity, the Service Provider will distribute the reserved capacity according to objective criteria (e.g. order of applications).

### §2 Period of contract / exclusion of ordinary termination

1. The service agreement shall begin with the commencement of the rental agreement and shall end in accordance with § 2 No. 2 without the need for termination. During this period, ordinary termination is excluded; the right to extraordinary termination remains unaffected (in particular § 2 No. 3).
2. The service agreement shall end upon termination of the rental agreement for residential premises, i.e. this agreement shall also end with immediate effect if the aforementioned rental agreement is terminated (e.g. by termination, revocation or cancellation agreement).
3. In particular, the Service Provider may terminate the Agreement for cause - without prior warning - if third parties assert claims for injunctive relief and damages against the Service Provider based on (alleged) violations of law by the Service Recipient, or if the Service Provider otherwise becomes aware that the Service Recipient is using the Internet access in violation of applicable laws or the terms of use set forth in this Agreement. Termination of the contractual relationship must be in text form.

### §3 Media Fee, Service fee

1. The monthly fee to be paid to the Service Provider for the Internet use granted by the Service Provider pursuant to § 1.1 amounts to a lump sum of XX Euro, in each case including statutory value-added tax.

# Convenience Translation

2. For the purpose of providing THE FIZZ Service (§ 1.2), the Service Recipient is obliged to pay a one-time service fee in the amount of XX Euro (incl. 19% VAT) to the Service Provider to the following account of the Service Provider

**Account Holder: XXX**  
**IBAN: XXX**  
**BIC: XXX**  
**Bank name: XXX**

The payment is due immediately.

## §4 Payment method (SEPA basic direct debit mandate) Media usage

1. The media fee for the first month and the service fee must be paid to the service provider no later than 14 days before the start of the contract. Otherwise, the media fee is due for payment in advance on the first working day of each month for the entire duration of the lease. For the timeliness of payment, the time of crediting to the subsequent account of the service provider is decisive:

**Account Holder: XXX**  
**IBAN: XXX**  
**BIC: XXX**  
**Bank name: XXX**

2. The Service Recipient is obliged to issue the enclosed SEPA core direct debit mandate to the Service Provider immediately. In the event of a change to the account, this must be notified to the Service Provider immediately in order to issue a new SEPA core direct debit mandate. The SEPA data shall be submitted in each case to the e-mail address provided by the landlord for this purpose (currently: [rentalaccounting@the-fizz.com](mailto:rentalaccounting@the-fizz.com)).
3. The tenant shall be liable for any costs incurred by the landlord as a result of any failure to credit the direct debit.

## §5 Further obligations of the service recipient, liability of the service recipient

1. The Service User is responsible for the data transmitted during the use of the Internet, the services used and the legal transactions carried out via the Internet.
2. When using the Internet access, the Service Recipient is obliged to comply with the applicable law, not to violate the rights of third parties and not to violate the principles of the protection of minors. In particular, the Service User is prohibited from the following actions:
  - the download or distribution of immoral or illegal content;
  - the unlawful duplication, distribution or making available to the public of content, goods and products protected by copyright, trademark, personal rights or other laws; this applies in particular to participation in Internet file-sharing networks or file-sharing services;
  - the posting, distribution, offer and advertising of pornographic content, services and/or products that violate the laws for the protection of minors, data protection laws and/or other laws and/or are fraudulent;
  - publishing or making available content that insults or defames other participants or third parties; and/or
  - the sending of mass messages (spam) and/or unauthorized advertising.
3. When posting your own content on the Internet and communicating with other users, **the following actions are prohibited:**
  - the transmission of above-average amounts of data;
  - any activity likely to interfere with the smooth operation of the Internet access and to place a disproportionately high load on the systems,
  - the connection or use of routers other than those provided (the instructions provided for connecting the routers must be observed),
  - the distribution of viruses, Trojans and other malicious files;
  - the distribution of lewd, offensive, sexually oriented, obscene or defamatory content, as well as content that is likely to promote or support racism, bigotry, hatred, physical violence or unlawful acts;
  - any activity likely to interfere with the smooth operation of the Internet access and to place a disproportionately high load on the systems.
4. The Service Recipient shall keep the Service Provider indemnified against all damages and claims of third parties that are based on illegal Internet use by the Service Recipient and/or on a violation of the Terms of Use contained in § 5 item 2 and item 3; this also extends to all costs incurred by the Service Provider as a result of the claim due to an (alleged) infringement and its defence, such as attorney's fees and court costs, and expenses. The Service User is obligated to inform the Service Provider immediately as soon as he has indications that a violation of rights has occurred or is threatened by his Internet use or that a violation of the Terms of Use has occurred or is threatened.

# Convenience Translation

## §6 Access data / Third party exclusion

1. The service recipient is obliged to keep registration and login data secret and not to make them accessible to unauthorized third parties. The Service Recipient must inform the Service Provider immediately if he has any indication that unauthorized third parties have gained knowledge of his access data. The Service Recipient may not make the services made available to him by the Service Provider available for use by third parties, either in return for payment or free of charge.

## §7 Liability of the service provider, set-off

1. The service provider as well as its representatives are liable for intent and gross negligence. They shall only be liable for slight negligence in the event of a breach of material contractual obligations. Material contractual obligations are those whose fulfilment characterizes this contract and on whose fulfilment the service user may rely. Liability for breach of essential contractual obligations shall be limited to the foreseeable damage typical for this type of contract. The exclusion of liability pursuant to this § 7 shall not apply in the event of injury to life, limb, health, freedom or sexual self-determination resulting from a negligent breach of duty on the part of the Service Provider or an intentional or negligent breach of duty on the part of a legal representative or vicarious agent. Furthermore, the exclusion of liability shall not apply if the service provider has warranted a certain characteristic of the service or fraudulently concealed a defect.
2. The exclusion of liability does not apply to damages for which the service provider has received insurance coverage.
3. The Service Recipient may only set off claims against the Service Provider that are recognized by the Service Provider, undisputed, ready for decision or legally established.

## §8 Final clauses

1. The law of the Federal Republic of Germany shall apply.
2. To the extent legally possible, the landlord's registered office shall be the exclusive place of jurisdiction for all disputes arising from this service contract.
3. Should any individual clause of this service contract be or become invalid, this shall not affect the validity of the remaining clauses.
4. The service user is obliged to always provide the landlord with a deliverable address.
5. If several persons are named as service recipients in this contract, all service recipients are liable as joint and several debtors for all obligations arising from the service contract. The service recipients authorize each other to receive declarations of intent from the service provider. The power of attorney can only be revoked by the service recipients for good cause.
6. The Provider shall have a special right of termination of this contractual relationship in the event that the Provider changes the provision of the Internet for the tenants in THE FIZZ. In this case, the Provider shall ensure that the User receives an essentially equivalent or higher-quality Internet use, in particular through the procurement of Internet services by a third party. If this new Internet service is of higher value and/or more extensive than the Internet use provided in this contractual relationship, the Provider is entitled to make an appropriate increase in the media fee.  
If the Provider exercises this special right of termination, the User shall be obligated to (1) conclude a new agreement on the use of Internet access with the Provider or a company designated by the Provider and affiliated with the Provider and (2) accept the terms of use provided by the new Internet service provider. The other contractual relationships between the Provider and the User shall remain unaffected by this special right of termination.

\_\_\_\_\_  
Place and Date

**X** \_\_\_\_\_  
Service Provider

\_\_\_\_\_  
Place and Date

\_\_\_\_\_  
Service Recipient

# Convenience Translation

## Revocation policy

### Right of Revocation

You have the right to revoke this contract within fourteen days without giving any reason. The revocation period is fourteen days from the date of conclusion of the contract.

To exercise your right of revocation, you must inform us, the

International Campus GmbH  
Blumenstraße 28, 80331 München  
service@the-fizz.com

authorized by the landlord, by a clear statement (e.g. a letter sent by mail, fax or e-mail) of your decision to revoke this contract. You can use the attached sample cancellation form, which is not mandatory.

In order to comply with the revocation period, it is sufficient that you send the notification of the exercise of the right of revocation before the expiry of the revocation period.

### Consequences of revocation

If you revoke this contract, we shall reimburse you all payments we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a type of delivery other than the most favourable standard delivery offered by us), without undue delay and no later than within fourteen days from the day on which we received the notification of your revocation of this contract. For this repayment, we will use the same method of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged for this repayment.

If you have requested that the services begin during the revocation period, you shall pay us a reasonable amount corresponding to the proportion of the services already provided up to the time you notify us of the exercise of the right of revocation with respect to this contract compared to the total scope of the services provided for in the contract.

\_\_\_\_\_  
Place and Date

X \_\_\_\_\_  
Service Recipient

In knowledge of the above revocation instruction, I expressly demand that the landlord begins with his obligation to perform already before the expiry of the revocation period. I am aware that I am obliged to pay compensation for services rendered until the revocation and that I lose my right of revocation upon complete fulfilment of the contract by the

International Campus GmbH  
Blumenstraße 28  
80331 München

\_\_\_\_\_  
Place and Date

X \_\_\_\_\_  
Service Recipient

# Convenience Translation

## Sample revocation form

The revocation is addressed to the:

International Campus GmbH  
Blumenstraße 28  
80331 München

I / we hereby revoke the contract concluded by me / us for the provision of the following service:

Service contract from: XX.XX.XXXX

About the following use:

- Access to the Internet for private use
- Guarantee of THE FIZZ service

Name of the consumer:  
Address of the consumer:

XXX  
XXX  
XXX

\_\_\_\_\_  
Place and Date

\_\_\_\_\_  
Service Recipient

Sample Agreement

# Convenience Translation

## House Rules (Annex A)

Living together in THE FIZZ requires special consideration for each other. Annoyances and disturbances of other residents are to be avoided. The tenant is obliged to show mutual consideration in order to preserve the peace of the house. Mutual consideration, the willingness to settle conflicts with each other and tolerance are indispensable requirements 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 rental agreement. The same applies to the use of all common rooms and the use of the underground garage. Friends and acquaintances are welcome to visit.
- 1.2 The Landlord or its representative may enter the rented premises after prior notification if there is an objective reason to do so. In the event of urgent danger, access shall be permitted and made possible at any time.

### 2. Use of the rented living space

- 2.1 The rented premises entrusted to the Tenant for use shall be treated with care and protected against damage.
- 2.2 Necessary repairs and defects have to be reported immediately to the House Manager.
- 2.3 Use of the technical equipment in the rented room shall be in accordance with the operating instructions issued at the time of moving in.
- 2.4 The installation of external locks is not permitted.
- 2.5 It is not allowed to put posters, pictures and stickers, banners, inscriptions, etc. on the walls in the whole building. Excluded from this are the walls of the apartment.
- 2.6 Floors, windows, doors and the rented furnishings may only be cleaned with conventional and suitable cleaning supplies. Care instructions are to be observed.
- 2.7 No objects or food leftovers that are likely to cause blockages may be thrown into the WC or other drains.
- 2.8 The use of acid pipe cleaners is prohibited because of the danger they pose to the drainage pipes.
- 2.9 Doors and windows shall be kept properly locked during stormy weather and absence.
- 2.10 In the event of any vermin infestation in the rented premises, the tenant shall immediately report it to the House Manager.
- 2.11 The use of barbecue on the balcony is not permitted.
- 2.12 The Tenant shall ensure that water and electricity are not used unnecessarily in the common areas of the building.
- 2.13 Water, electricity, hot water and heat energy must be used in an economic way.
- 2.14 The tenant shall ensure sufficient ventilation. During the heating period, several times daily impact ventilation for air exchange is suitable for this purpose. Constant tilting of the window causes considerable energy losses, which are to be avoided.
- 2.15 For the use of the radio and television sockets, appropriately standardized connection cables must be used. Manipulations of the connection socket have to be avoided.

### 3. Use of the common facilities at THE FIZZ

- 3.1 When using common building facilities, these are also to be treated with care and damage is to be avoided. This also applies to technical equipment provided in the shared facilities.
- 3.2 Garbage and waste may only be emptied into, not next to, the garbage cans or garbage chutes designated for this purpose. The official regulations on waste separation (organic waste, residual waste, paper garbage can, etc.) must be observed. Bulky or easily inflammable waste must be disposed of elsewhere. The storage of garbage in front of the apartment and in the hallways is prohibited.
- 3.3 Commonly used areas and building areas are to be kept free of private storage objects. This applies in particular to corridors, staircases, sanitary rooms, kitchens, TV rooms and balconies.
- 3.4 Easily inflammable, harmful, dangerous or malodorous substances / materials may not be stored on the property or in the building.
- 3.5 The tenant is liable for all damage caused by him culpably in all publicly accessible areas of the building.
- 3.6 The mailbox system of the house will be provided with corresponding apartment numbers by the House Manager. The attachment of nameplates is not permitted for data protection reasons and to maintain the appearance of THE FIZZ.
- 3.7 The installation of outdoor antennas and satellite systems is only permitted with the prior consent of the Landlord.
- 3.8 Structural and construction-related changes as well as interventions in safety and supply facilities (e.g. locking systems, gas, water and sanitary areas, electronic network) are not permitted. All electrical equipment used by the tenant must have the CE conformity mark of the EU.
- 3.9 The common areas and study rooms may only be used for parties and celebrations after prior consultations with the House Managers. Floor corridors and escape routes may not be used for parties and celebrations.

### 4. Consideration and Night Rest

- 4.1 In our THE FIZZ student residence, the resident should have the opportunity to study or to do academic work undisturbed. Living together in THE FIZZ requires special consideration. The disturbance of fellow residents is to be refrained from. Noise, such as loud music, slamming doors, etc., is to be avoided. Radio and television devices are to be set to room volume.
- 4.2 Between 10 p.m. and 7 a.m. night rest must be observed in the living area.

# Convenience Translation

4.3 In the common areas, night rest is from 10:00 p.m. to 07:00 a.m.. In the period between 10:00 p.m. and 12:00 a.m., designated common areas may still be used to stay at room volume, as long as no other residents are disturbed.

## 5. Fire protection

- 5.1 Fire protection in the building is an important requirement. After moving in, the tenant is obliged to inform himself about the fire safety precautions, escape routes and alarm possibilities and to behave in such a way that fires are prevented.
- 5.2 Fire protection systems must not be damaged or restricted in their function.
- 5.3 The misuse of fire extinguishers is prohibited.
- 5.4 The parking of bicycles, baby carriages, scooters, beer crates and other objects in the hallways, stairwells or on the forecourts of the apartment is not permitted, insofar as escape routes are blocked or other parking areas are designated or available.

## 6. Vehicles / Cars / Motorcycles / Parking spaces

- 6.1 Bicycles may not be parked in the hallways and stairways. Bicycles must be parked in the parking space provided for this purpose.
- 6.2 Motorcycles, scooters, mopeds and cars are to be parked in rented parking spaces or the garage.
- 6.3 Parking space and fire department access roads shall be kept clear for traffic and fire safety reasons.
- 6.4 Keeping the parking spaces, access to the building and sidewalks free of snow and black ice is the responsibility of the landlord.
- 6.5 The German Road Traffic Regulations (StVO) apply on the entire residence grounds. Signs must be observed. Every traffic participant must behave on the premises in such a way as to avoid endangering or obstructing others.
- 6.6 Insofar as an authorization card is issued to determine parking authorization, it shall be displayed or affixed to the automobile in such a way that it is clearly visible from the outside.

## 7. Security

- 7.1 For security reasons, the front door or floor door / apartment entrance door and all means of access to the entire property must be kept closed at all times.
- 7.2 Keys (in particular door keys/ (PACO) access chips/ chip cards) must be kept carefully. In case of loss, the House Manager must be notified immediately.

## 8. Smoking Ban

Smoking is strictly prohibited throughout the building, i.e. the apartment and common areas. Smoking is only allowed in designated areas outside the building.