

Convenience Translation

Please note:

The following document is a sample tenancy 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

Booking Overview

	Rental Agreement (Apartment)	Agreement (THE FIZZ Service)
1. Booking ID	XXX	XXX
2. Rental object / subject of agreement	Apartment-No.: XXX THE FIZZ München Hanebergstr. 2 80637 München Use of an Internet access <i>(S. 2, §1.1 des MV)</i>	THE FIZZ Service <i>(S. 13, §1 des SV)</i>
3. Period of rental agreement	XX.XX.XXXX to XX.XX.XXXX <i>(S. 2, §2.1 des MV)</i>	The service agreement begins with the start of the rental agreement (apartment) and ends automatically with its termination. <i>(S. 13, §2.1 des SV)</i>
4. Termination Notice Period	a) With a notice period of three month 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. <i>(S. 3, §2.7 des MV)</i>	Termination conditioned on the termination of the rental agreement (apartment) <i>(S. 13, §2.2 des SV)</i>
5. Rent / Payment from 2. month (in EUR)	Cold rent: XXX Euro Operational Costs: XXX Euro Furniture Rent: XXX Euro Internet: XXX Euro <i>(S. 4, §4 des MV)</i>	(-) Monthly All in Rent: XXX Euro
6. Payment method	According to SEPA-Direct-Debit-Mandate. <i>(S.12)</i>	
7. Payments before contract start (in EUR)	Deposit: XXX Euro Rent: XXX Euro Operational Costs: XXX Euro Furniture Deposit: XXX Euro Furniture Rent: XXX Euro Internet: XXX Euro	Service Fee: XXX Euro
8. Bank details of the landlord	Account holder: XXX IBAN: XXX BIC: XXX Purpose of use: XXX	

Rental Agreement (Apartment, Furniture, Internet) with stepped-rent

Landlord:
XXX

Hereinafter also referred to as "Landlord".

Tenant:
XXX
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 rental agreement for an apartment in THE FIZZ student dormitory in the sense of § 549 paragraph 3 BGB is concluded.

The Parties are aware that the student dormitory "THE FIZZ München", Hanebergstr. 2, 80637 Munich (hereinafter referred to as "THE FIZZ"), will still be partially in a construction phase at the start of the rental agreement. At the start of the rental period, the common rooms in particular will not yet be completed.

§1 Rental Property, Construction Phase

1. The landlord shall provide the following as the rental property:
 - a. the Apartment-Nor. XXX, consisting of entrance area, bathroom with shower, living room/bedroom, in the student dormitory „THE FIZZ München“, Hanebergstr. 2, 80637 München (Hereinafter referred to as „Apartment“), rented for residential purposes, which may only be occupied by the persons listed as tenants in the rubric; and
 - b. the furnishings listed in the handover protocol (hereinafter referred to as "Furniture"), only for exclusive use in the Apartment, rented to the tenant for a limited period. (Hereinafter apartment and furniture together are also referred to as "rental property").
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 still ongoing construction work THE FIZZ, in particular the completion of the common rooms there, is expected to be completed by December 31, 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 for temporary use only.

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2. The Rental Agreement is subject to the condition precedent (§ 158 para. 1 BGB) that on the day before the commencement of the rental period agreed in § 2 item 1 (i) the Service Agreement between the Tenant and International Campus GmbH for Services in THE FIZZ has been concluded and (ii) has not been terminated by the Tenant (including revocation of the corresponding declaration of intent by the Tenant). It is clarified that the termination of this Service Agreement after the commencement of the rental period does not imply a condition precedent for this Rental Agreement.
3. During the rental period specified in § 2 No. 1, ordinary termination shall be excluded. The right to extraordinary termination remains unaffected.
4. If the rental object is not handed over to the tenant within 7 days after the commencement of the rental period 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.
5. If the rented property is not made available at the agreed time, the tenant may - subject to the provisions of § 16 - 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 shall remain 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 a rental 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 rental 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 subsequent 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. 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. 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 Agreement on the use of Internet access

1. The landlord shall ensure that the tenant has access to the Internet in the apartment and in the common areas via WLAN or LAN through an Internet service provider arranged by the landlord. The Internet service provider also provides digital television (hereinafter "television") in The FIZZ. The mediated Internet service corresponds to a bandwidth of up to 100 Mbit (hereinafter "standard bandwidth"). The landlord does not provide any warranty for the service of the internet service provider.
The parties hereby clarify that the landlord itself does not provide any telecommunication services. Internet use shall be provided exclusively by the Internet service provider to the tenant on the basis of the terms of use of the Internet service provider to be agreed separately between the tenant and the Internet service provider (hereinafter "Terms of Use"). Only the Internet service provider is a service provider within the meaning of § 3 No. 6 TKG.
The Internet service provider is currently D.T.NET Service OHG. The mediator reserves the unilateral right to change the Internet service provider for THE FIZZ. In doing so, it undertakes to take the tenant's concerns into

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account appropriately; in particular, it will either ensure that the Internet bandwidth provided is of equal or higher quality or make an appropriate reduction in the media fee.

2. The tenant agrees that the landlord provides the following data to the internet service provider for the purpose of arranging the internet and television service and thus for the conclusion of the terms of use: (a) first name, last name, (b) email address, (c) apartment number and (d) rental start and end dates.
The tenant may revoke his consent to the transfer of this data at any time and without giving reasons. The revocation can be declared to the landlord or a representative authorized by the landlord (currently: International Campus GmbH, Blumenstraße 28, 80331 Munich). The revocation shall not affect the legality of the transmission of the data carried out based on the consent up to the revocation, nor the contractual obligations of the tenant.
3. Access takes place after registration of the tenant in the apartment and in the common areas via the access data applicable for this purpose. The tenant is obliged to accept the terms of use provided by the Internet service provider.
4. The agreement on the use of Internet access shall begin with the start of the rental agreement and end with its termination, without the need for termination. During this period, ordinary termination shall be excluded; the right to extraordinary termination shall remain unaffected.
5. The landlord may terminate the agreement on the use of an Internet access in particular - without prior warning - extraordinary, if the landlord is claimed by third parties due to (alleged) violations of the law by the tenant for omission and damages or blocking the use of information or if he otherwise becomes aware that the tenant uses the Internet access in violation of applicable laws or the conditions set out in this agreement and at the same time the conditions for termination of the terms of use of the Internet service provider. Termination of the agreement on the use of Internet access shall be in text form and shall not otherwise affect the rental agreement.
6. The tenant is responsible for the data transmitted during the use of the Internet, the services used and the legal transactions made via the Internet.
7. The tenant is obligated to comply with applicable law when using the Internet access, not to violate the rights of third parties and not to violate the principles of the protection of minors. Furthermore, the terms of use of the Internet service provider must be observed.
8. The tenant shall indemnify the landlord against all damages and claims of third parties based on unlawful internet use by the user and/or a breach of the obligations contained in § 3 item 6; this also extends to all costs incurred by the mediator as a result of the claim due to an (alleged) infringement and its defence, such as lawyer's fees and court costs and expenses. The tenant is obliged to inform the landlord immediately as soon as he has any indication that a violation of rights has occurred or is threatened by his use of the internet or that a violation of the obligations contained in § 3 item 6 has occurred or is threatened.
9. The tenant is obliged to keep registration and access data confidential and not to make them accessible to unauthorized third parties. The tenant must inform the landlord immediately if he has any indication that unauthorized third parties have gained knowledge of his access data. The tenant may not allow third parties to use the services provided by the landlord, either for a fee or free of charge.
10. The landlord informs the tenant that the landlord does not provide internet service and the user must assert warranty claims for internet use against the internet service provider.

§4 Rent / Operating costs / Media Fee / 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. The monthly rent to be paid to the landlord for the furniture amounts to XXX Euro including statutory value added tax (hereinafter referred to as "furniture rent").
3. The monthly fee to be paid to the landlord for the Internet use with the standard bandwidth as well as television mediated by the landlord pursuant to § 3 and provided by the Internet service provider shall amount to a flat rate of XXX Euro gross (hereinafter referred to as "media flat rate"). The landlord shall collect the media flat rate in particular also for the internet service provider with regard to the internet use of the standard bandwidth by the user as well as for television.
4. If necessary, the tenant has the option to book a higher bandwidth than the standard bandwidth directly with the Internet service provider and, if applicable, additional services at the expense of the tenant (hereinafter referred to as "additional services"). The media flat rate shall remain unchanged even if additional services are booked. Payment for additional services and their processing shall be made directly between the tenant and the Internet service provider.
5. The total monthly amount to be paid by the tenants for the apartment (cold rent and operating costs), the furniture rent and the media fee is XXX euros per month (hereinafter referred to as "total rent").

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6. 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 Regulation, and roof maintenance. These operating costs to be paid by the tenant, including heating and hot water costs, are covered by the operating costs mentioned above under § 4 item 1 b). A separate statement of operating costs shall not be issued.
7. The tenant is only allowed to operate his own refrigerators, stoves, air conditioners, electric heaters of any kind, as well as aquariums and terrariums in the apartment with the written consent of the landlord. The operating costs for the operation of such equipment, in particular the electricity costs, shall be paid by the tenant.
8. 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 costs apportioned to him 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.
9. 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.
10. 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 EUR...	XXX Euro
Starting year 3 EUR...	XXX Euro
Starting year 4 EUR...	XXX Euro

§5 Deposit

1. The tenant pays to the landlord to secure all claims of the landlord based on the rental of the apartment a rental deposit in the amount of XXX euros (hereinafter "apartment deposit"). This should be done 14 days before the start of the rental period.
2. The tenant shall pay a deposit in the amount of XXX euros (hereinafter referred to as "furniture deposit") to the landlord no later than 14 days before the start of the rental period to secure all claims of the landlord arising from the rental of the furniture.
3. The tenant shall transfer the apartment deposit and furniture deposit to the account of the landlord:

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

4. In the event of changes in the rent or the monthly flat rate 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.
5. The landlord is not obliged to pay interest on the apartment deposit, Section 551 (3) sentence 5 BGB. The landlord is not obliged to pay interest on the furniture deposit.
6. 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.
7. For the repayment of the rental collateral, 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.

§6 Payment method (SEPA-Direct-Debit-Mandate) of monthly rent

1. The first month's rent shall be paid to the landlord no later than 14 days prior to the commencement of the rental agreement. Furthermore, the rent for the entire duration of the tenancy is 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. § 5 No. 3). In the case of non-cash payment, the tenant shall be considered 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 without delay. 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).
3. The tenant shall be liable for any costs incurred by the landlord because of any failure to credit the direct debit.

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§7 Other obligations of the tenant; theft of furniture

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 window sills (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.
8. The furniture or parts of the furniture may be removed by the tenant from the apartment during the rental period only if it is ensured that the furniture or parts of the furniture are not endangered by the transportation back and forth. Likewise, interim storage may not endanger the furniture or parts of the furniture outside the apartment. Prior to the removal of furniture, the landlord must be informed of this in text form.
9. The landlord's liability for theft of the furniture or parts of the furniture is excluded - with the exception of the provisions in § 16.

§8 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).

§9 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.
3. Changes to the substance of the furniture are not permitted. Exempt from this prohibition are only changes that do not affect the substance of the furniture and can be reversed without more than insignificant effort. The tenant is obliged to reverse any changes made by him to the furniture at the end of the contract.

§10 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.

§11 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 without delay.
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 fault of family members, visitors, subtenants and all persons who, with his consent, (1) stay in the building or apartment or (2) use the furniture.
4. The tenant must prove that there was no culpable behaviour.

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5. The landlord shall keep the common rooms, areas, their facilities, installations and accesses in proper condition. If damage occurs for which the tenant is liable, the landlord may have the damage repaired at the tenant's expense after a request for repair has expired without success and a deadline has been set for the tenant to do so.
6. The tenant is obliged to the landlord to take out liability insurance with sufficient coverage for the duration of the rental period of the furniture, 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. 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.

§12 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.

§13 Cosmetic repairs concerning apartment; maintenance, repair of furniture

1. The tenant is obligated to professionally carry out or have carried out the cosmetic repairs required as a result of the rental use inside the premises of the apartment 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 as well as the windows and exterior doors from the inside.
2. The tenant is obliged to carry out the maintenance and repair measures including replacement purchases of the furniture (in particular bulbs) professionally or to have them carried out. Maintenance also includes the necessary servicing of the furniture. 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 Furniture, (ii) is not caused by the rental use of the Furniture or (iii) is not attributable to the Tenant's sphere of risk with regard to the Furniture. 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.

§14 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. Any damage to the rented property culpably caused by the tenant must be repaired.
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, § 14 item 6 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 rental property, the landlord is entitled to enter the apartment with the tenant after arranging an inspection date no later than the 15th of the month in which the rental agreement ends. For this purpose, he may call in additional persons or have the inspection carried out by third parties. If the 15th of the month in which the rental agreement ends falls on a Saturday, Sunday or public holiday, the inspection shall take place on the previous working day at the latest. The tenant is entitled to refuse the inspection for important reasons, if he immediately notifies the landlord in text form and offers short-term alternative dates for the inspection. The inspection appointment serves to determine defects and/or cosmetic repair requirements that still need to be remedied/fulfilled by the tenant before return.
5. Key, access chip, and apartment handover and return 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.

§15 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.

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§16 Liability of the landlord, offsetting, reduction of the furniture rent

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 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 § 16 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.

§17 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 that 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 devices.

§18 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

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
+49 (0) 89 – 88 96 90 – 302
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

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

Name and address of the payment receiver XXX XXX XXX XXX	
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Creditor identification number XXX	Mandate reference XXX
Tenant according to rental agreement XXX	The first debit will be made on XX.XX.XXXX

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, XX, XXX XXX

Credit institute XXX	
BIC XXX	IBAN XXX
Place and Date	Signature (Payment obligated) X

THE FIZZ Service Contract

International Campus GmbH

Blumenstraße 28
80331 München

Hereinafter also referred to as "Service Provider"

XXX

XXX
XXX
XXX
XXX

Apartment-No.: XXX
Booking ID: XXX

Hereinafter also referred to as „Service Recipient“.

§1 Services

1. The Service Provider shall provide the Service Recipient, according to the service agreement between the Service Recipient and "THE FIZZ München", Hanebergstr. 2, 80637 (hereinafter "THE FIZZ"), with a House Manager Service in "THE FIZZ". As of January 2022 at the latest, 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 tenants of "THE FIZZ" may participate. (hereinafter jointly referred to as "THE FIZZ Service").
2. 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).
3. The Parties are aware that THE FIZZ will still be partially in a construction phase at the beginning of the contract. At the beginning of the contract, in particular the common rooms will not yet be completed.

§2 Period of contract / exclusion of ordinary termination

1. The service agreement shall begin with the commencement of the rental agreement (Section 549 (3) BGB) between the Service Recipient and IC München KAS S.á.r.l. for the apartment in The FIZZ ("Residential Rental Agreement") and shall end in accordance with Section 2 (2) without any termination being required. During this period, ordinary termination is excluded; the right to extraordinary termination remains unaffected (in particular § 2 Clause 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 Service fee

1. For the purpose of providing THE FIZZ Service (§ 1.1), the Tenant is obliged to pay to the Landlord a one-time service fee in the amount of XXX Euro (including VAT) to the following account of the Landlord:

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

The service fee must be paid to the landlord at least 14 days before the start of the contract.

Convenience Translation

- 2. The service fee already takes into account that THE FIZZ is under construction (cf. § 1 item 3).

§4 Liability of the landlord, reduction, set-off

- 1. The service provider and its representatives are liable for intent and gross negligence. For slight negligence they are only liable for breach of contractual obligations. Significant contractual obligations are those whose fulfilment characterizes this contract and on whose fulfilment the Service Recipient may rely. Liability for breach of significant contractual obligations is limited to the foreseeable damage typical for this type of contract. The exclusion of liability under this § 5 shall not apply in the event of injury to life, limb, health, freedom or sexual self-determination resulting from a negligent breach of duty by the landlord or an intentional or negligent breach of duty by a legal representative or assisting person. Furthermore, the exclusion of liability shall not apply if the landlord has warranted or guaranteed a certain aspect of the service or has deliberately concealed a defect.
- 2. The exclusion of liability does not apply to damage for which the landlord has received insurance coverage.
- 3. The tenant may only set off claims against the landlord that are acknowledged by the landlord, undisputed, ready for a decision or legally established.

§5 Final clauses, change of service provider

- 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. 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.
- 5. The Service Provider shall be entitled to transfer this Service Agreement to a company affiliated with it within the meaning of §§ 15 et seq. AktG (German Stock Corporation Act). The Service Recipient hereby already agrees to such transfers of the Service Agreement. The transfer shall be notified to the Service Recipient in text form.

Place and Date

Place and Date

X

Service Recipient

Service Provider

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
+49 (0) 89 – 88 96 90 – 302
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 provision of the following service:

Service contract from: XX.XX.XXXX

About the following 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 based on 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 name plates 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

Convenience Translation

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.

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.