

Please note:

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

It serves as information on contract conditions, regardless of rent, deposit or other costs. These are individual for each apartment.

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SAMPLE

Booking overview

Rental, service and Internet usage agreement	
1. Booking ID	Xxx
2. Rental object / subject matter of the contract	Apartment No. Xxx Xxx, Xxx, Xxx Xxx <i>(S. 2, § 1.1)</i>
	Rental of the furniture <i>(S. 2, § 1.1)</i>
	THE FIZZ Service <i>(S. 5, § 11)</i>
	Usage of an Internet access <i>(S. 5, § 14)</i>
3. Duration of contract	Xxx bis Xxx <i>(S. 7, § 16.1)</i>
4. Cancellation period	With a notice period of four weeks to the end of the month, if a suitable next tenant named by the tenant is provided, who concludes a contract of tenancy with a minimum term of 6 months to the 30.09. of a year <i>(S. 7, § 16.6)</i>
5. Transfer by the tenant at least 14 days before the start of the contract (in EUR)	Rental deposit: Xxx First cold rent: Xxx Fixed operating cost: Xxx Furniture deposit: Xxx First furniture rent: Xxx First media rent: Xxx <i>(S. 3, §§ 2.1, 2.2, 3.1, 3.2; S. 6, § 15)</i>
6. Payment method first payments (in EUR)	Transfer by tenant in total: xxx
7. Bank details of the landlord	Accountholder: Xxx IBAN: Xxx BIC/SWIFT: Xxx Bank name: Xxx Paymentreference for transfer of the first payment according to item 5: Xxx + Xxx
8. Credit card payments (in EUR)	Service fee: Xxx <i>(S. 5, § 12)</i>
9. Rent / compensation starting from the 2nd month (in EUR)	Cold rent: Xxx Fixed operating cost: Xxx <i>(S. 3, § 2.1)</i>
	Furniture rent: Xxx <i>(S. 3, § 2.2)</i>
	Media fee: Xxx <i>(S. 6, § 15)</i>
	Total monthly cost: EUR Xxx
10. method of payment from 2nd rent / payment	Automatic debit from tenant's account according to SEPA basic direct debit mandates
11. from 2nd year annual debit service fee	Service Fee: EUR Xxx Automatic debit from tenant's account according to SEPA basic direct debit mandate <i>(S.5, § 12)</i>

Rental, service and Internet usage agreement

Xxx

Xxx
Xxx Xxx

„Landlord“

Xxx

Xxx
Xxx Xxx

Apartment-No.: Xxx
Booking ID: Xxx

„Tenant“

International Campus GmbH

Blumenstr. 28
80331 Munich

„Provider“

PREAMBLE

According to this contract, the tenant receives three service components (rent, service, Internet usage), which are regulated in this uniform contract. The contract contains in Part A special agreements that apply to the respective component and in Part B general agreements (esp. term, termination, method of payment, liability) that apply to all components.

PART A - SPECIAL AGREEMENTS

SECTION I - RENTAL AGREEMENTS - APARTMENT AND FURNITURE

A tenancy agreement is concluded between the Landlord and the Tenant for an apartment in THE FIZZ student dormitory within the meaning of Section 549 (3) of the German Civil Code (BGB).

§1 Rental object, rental purpose

1. As rental property the landlord provides the following in the dormitory „Xxx“, Xxx, Xxx Xxx („THE FIZZ“) to the tenant:
 - a) Apartment No. Xxx, consisting of an entryway, bathroom with shower, living area ("Apartment"), for residential purposes, to be occupied only by the persons listed as tenants in the caption; and
 - b) the in the handover protocol listed fixtures ("furniture" and together with the apartment "rental property") for exclusive use in the apartment
2. The mailboxes are marked with numbers only. The tenant must include 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 at THE FIZZ is expected to be completed by 31.03.2022 ("Construction Phase"). The Tenant is aware that during the completion of the aforementioned construction phase there may be impairments to the use of the rental space, in particular due to access restrictions, tremors, noise, dirt, etc., and acknowledges this situation as being in accordance with the contract until completion of the work, which is why reductions in rent, claims for damages and other claims due to the aforementioned impairments are excluded.

§2 Rent / Fixed operating costs / Stepped Rent

1. The monthly rent that must be paid to the landlord for the apartment is as follows
 - a) Rent (Cold rent) EUR xxx
 - b) Fixed operating costs EUR xxx

4. The monthly rent to be paid to the Supplier for the Furniture is xxx including statutory value added tax ("Furniture Rent").
5. In addition to the rent, the tenant has to pay the operating costs according 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 according to the drinking water regulation as well as roof maintenance. These operating costs to be paid by the Tenant, including heating, hot water and electricity costs, are covered by the fixed operating costs referred to above under § 2 No. 1 lit. b). A separate statement of operating costs will not be issued.
4. The replacement of light bulbs is carried out by the tenant at his own expense; these costs are not included in the fixed operating costs. Upon return, all lightbulbs must be the same type and have same wattage they were by the tenants move in and must be in working condition.
5. The tenant is obliged to immediately register any broadcasting equipment used in the apartment with the ARD, ZDF Deutschlandradio-Beitragsservice. The tenant pays the licence fee ("Rundfunkbeitrag") himself; they are not included in the fixed operating costs.
6. The tenant needs the landlords written consents to operate his own refrigerators, stoves, air conditioners, electric heaters of any kind as well as aquariums and terrariums in the apartment. The operating costs for the operation of such equipment, in particular the electricity costs are to be paid by the tenant.
7. The landlord is entitled to allocate increases in operating costs onto the tenant on a pro rata basis by means of a explanation in text form; the explanation must specify the reason for the allocation. The tenant owes the amount of the allocation attributable to him from the beginning of month that comes second following the explanation. The Landlord is also entitled to claim increases that occurred in operating costs retroactively; however, at most from the beginning of the calendar year preceding the declaration of the increase.
8. 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.
9. A stepped rent is agreed for the period from Xxx to Xxx:
 The monthly rent (cold rent) for the apartment will be increased to
 From year 2 to EUR **Xxx**
 from year 3 on EUR **XXX**

§3 Rental Deposit

- The Tenant provides the landlord with a rental deposit in the amount of EUR xxx ("Rental Deposit") to secure all claims of the landlord arising from the tenancy relationship concerning the apartment. This should be done 14 days before the start of the contract.
2. The Tenant pays a deposit in the amount of EUR Xxx ("Furniture Deposit") to the landlord no later than 14 days prior to the start of the rental period to secure all claims of the landlord arising from the rental of the furniture.
 3. The tenant has to pay the rental deposit and the furniture deposit to the following account of the landlord:
 Accountholder: Xxx
 IBAN: Xxx
 BIC/SWIFT: Xxx
 Bank name: Xxx
 4. In the event of changes to the rent or the monthly fixed operating costs, the landlord has the right to adjust the amount of the security deposit taking into account the increase that has occurred within a period of two weeks, in accordance with Section 315 of the German Civil Code.
 5. The landlord is not obliged to pay interest on the rental deposit, Section 551 (3) sentence 5 BGB. The landlord is not obliged to pay interest on the furniture deposit.
 1. 6. The rental deposit and the furniture deposit will be returned to the tenant no later than three months after the termination of the contract and the return of the rented property by the tenant. If at this time claims of the Landlord against the Tenant arising out of or in connection with the rental relationship still exist or may exist, the landlord is entitled to retain an appropriate amount of the respective security deposit. For the repayment of the rental deposit and the furniture deposit, the tenant is obliged to provide the landlord with a valid SEPA account at the time of handover. If the Tenant does not notify the Landlord of a valid SEPA account, the Tenant has to bear the costs that arise and are necessary for the repayment of the rental deposit and the furniture deposit; the Landlord has the right to withhold these costs from the respective amount of the rental deposit or furniture deposit.

§4 Other obligations of the tenant

1. The leased property may only be used for residential purposes and not for a business or commercial activity.
2. The tenant is obliged to register and deregister at the relevant residents' registration office when moving in and out.

3. The tenant may only remove the furniture or parts of the furniture during the contract period if it is guaranteed that the furniture or parts of the furniture will not be endangered by the back-and-forth transport. Likewise, the temporary storage of the furniture or parts of the furniture outside the apartment must not endanger it. Before the removal of the furniture, the landlord must be informed of this in text form.
4. The landlord is not liable - subject to the provisions of § 19 - for theft of some or all of the furniture.

§5 Subleasing

1. Subleasing of the leased property requires the written permission of the landlord.
2. The tenant is not permitted to provide the rental object to tourists (airbnb, etc.). The use of the rental object is - in accordance with the rental purpose agreed in § 1 No. 1 - only permitted under public law for residential purposes. Any commercial subletting is strictly prohibited and entitles the landlord to terminate the lease 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).

§6 House rules

The house rules attached to this contract as attachment A are an integral part of this contract. The house rules may be changed one-sidedly by the landlord if this is required for reasons of order or management. He will then notify the tenant of the new house rules. In case of contradictions between the house rules and the regulations of this contract, the regulations of the contract take priority.

§7 Cosmetic repairs concerning apartment; maintenance / repair of furniture

1. The tenant is obliged to carry out or have carried out in a professional manner the cosmetic repairs necessary as a result of the use of the apartment for rental use inside the premises of the apartment. Cosmetic repairs are wallpapering, painting or whitewashing of walls and ceilings, painting of floors, painting of radiators including heating pipes, interior doors as well as 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 lightbulbs) professionally or to have them carried out. Maintenance also includes the necessary upkeep of the furniture. The aforementioned obligations of the Tenant to carry out maintenance and repair measures, including replacement purchases, have been excluded if the need for maintenance and/or repair (i) already existed at the time of handover of the furniture, (ii) is not caused by the use of the rental object 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 violations of obligations by the Tenant remains unaffected by the aforementioned provisions.

§8 Handover and return of the rental property

1. At the end of the contract the tenant has to hand over the rental object cleaned, completely cleared, as far as the belongings brought in by him are concerned, and in accordance with the contract.
2. Furnishings and fixtures 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. Key, access chip, and apartment return must be scheduled and can only be done during the opening hours of the House Manager's office.

§9 Right of entry

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 the proper management of the property. For this purpose, he may call in additional persons or have the inspection carried out by third parties. 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.
2. In case of termination and subletting or in case of intended sale of the apartment, the tenant has to allow the inspection on workdays in the time from 9 a.m. to 1 p.m. and 3 p.m. to 7 p.m., on Sundays and holidays from 11 a.m. to 1 p.m. after reasonable advance notice. When carrying out necessary work, this obligation exists during the working hours of the craftsmen concerned, and in cases of urgent danger also without prior notice at any time of the day or night.

§10 Operating facilities

1. Landlord has the right to transfer all property owned by Landlord and given to Tenant for Tenant's use that qualifies or could qualify as operating equipment or otherwise as chattel for tax purposes to a special purpose entity and to give such property 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 right at any time without restriction, once or several times.
2. The Tenant must support the Landlord to the best of his abilities in carrying out the transfer and, in particular, make all explanations, including to third parties, which may be required for this purpose. The Landlord makes it clear that the rent for these operating facilities agreed upon after the transfer in the aforementioned sense is owed by the Tenant in each case including value added tax at the legal rate.

SECTION II - SERVICE AGREEMENTS

§11 Services

1. The provider provides a house manager service in "THE FIZZ". In addition, the provider provides the tenant 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 organizes The FIZZ events at regular intervals, in which only tenants of THE FIZZ may participate ("THE FIZZ Service").
2. The parties clarify that the provider offers the THE FIZZ Service to all residents of THE FIZZ and maintains only limited capacities. Therefore, the tenant is only entitled to share the limited capacities together with the other residents of THE FIZZ. If the demand for THE FIZZ service exceeds the available capacity, the provider will distribute the available capacity according to objective criteria (e.g. order of applications).

§12 THE FIZZ-Service fee

For the purpose of providing THE FIZZ Service (§ 11), the tenant is obligated to pay to the provider a one-time THE FIZZ service fee of EUR Xxx including statutory value-added tax.

§13 Transfer of service agreement

The provider is entitled to transfer its rights and obligations under this section II (§§ 11 to incl. 13) to a company affiliated with it within the meaning of §§ 15 et seq. AktG (German Stock Corporation Act). The tenant already gives his consent to such transfers herewith. The tenant has to be notified of the transfer in text form.

SECTION III - AGREEMENT ON THE USE OF THE INTERNET

§14 Services

1. The Landlord ensures that the Tenant has access to the Internet via WLAN or LAN in the Apartment as well as in the common areas and will assist the Tenant in concluding a telecommunications service contract with an Internet service provider.
The Internet service provided by the Internet service provider corresponds to a bandwidth of up to 100 Mbit ("standard bandwidth"). The landlord does not provide any warranty for the service of the internet service provider.
By way of clarification, the parties state that the landlord itself does not provide any telecommunications services within the meaning of the Telecommunications Act (TKG). Internet use is exclusively provided by the Internet service provider to the tenant on the basis of the terms of use of the Internet service provider ("Terms of Use") to be agreed separately between the tenant and the Internet service provider. Only the Internet service provider is a service provider within the meaning of § 3 No. 6 TKG.
The Internet service provider is currently ASK4 Germany Limited (German Branch). The agent reserves the one-sided right to change the internet service provider for THE FIZZ. In doing so, he agrees to give due consideration to the tenant's concerns, and in particular he will either ensure that the Internet bandwidth provided is of equal or higher quality or make an appropriate reduction in the fixed media fee.
2. **The tenant agrees that the landlord transmits the following data to the internet service provider for the mediation of the internet offer and thus for the conclusion of the terms of use: (a) first name, last name, (b) email address, (c) apartment number and (d) start and end of tenancy.**
The consent to the disclosure of this data can be withdrawn by the tenant at any time and without justification. The withdrawal can be declared to the landlord or a representative authorized by him (currently: International Campus GmbH, Blumenstraße 28, 80331 Muenchen). The withdrawal does not affect the legality of the transmission of the data that took place on the basis of the consent until the withdrawal, nor does it affect the contractual obligations of the tenant.
3. Access is provided after registration of the tenant in the apartment and common areas using 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 begins with the start of the tenancy and ends with its termination without the need for notice of termination. During this period, ordinary termination is excluded; the right to extraordinary termination remains unaffected.
5. The landlord may terminate the agreement on the use of Internet access in particular - without prior warning - extraordinarily, if the landlord is claimed by third parties for injunctive relief and damages or blocking of the use of information due to (alleged) violations of the law by the tenant, or if the landlord 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 exist. Termination of the agreement on the use of Internet access must be in text form and does not affect the remainder of the tenancy.
6. The tenant is personally responsible for the data transmitted during the use of the Internet, the services used through it and legal transactions made through it.

7. When using the Internet access, the tenant is obliged to comply with the applicable law, not to infringe 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 are to be observed.
8. The tenant exempts the landlord from all damages and claims of third parties, which are based on an illegal internet use by the user and/or on a violation of the obligations contained in § 14 item 7; this also extends to all costs incurred by the mediator due to the claim because of an (alleged) violation of the law and its defence, such as lawyer's fees and court costs and expenses. The tenant is obligated to inform the landlord immediately as soon as he has evidence that a violation of rights occurred or is threatened by his use of the Internet or a violation of the obligations contained in § 14 clause 7 exists or is threatened.
9. The tenant is obliged to keep registration and access data secret and not to make them accessible to third parties without authorization. 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 is not allowed to give the services provided by the landlord to third parties for use, neither against payment nor free of charge.
10. The landlord points out to the tenant that the landlord does not provide any Internet service and that the user must assert warranty claims for Internet use against the Internet service provider.

§15 Media fee

1. The monthly fee to be paid to the Landlord for the use of the Internet with the standard bandwidth provided by the Internet Service Provider and arranged by the Landlord as per § 14 is EUR Xxx including statutory value added tax ("Media fee"). The landlord collects the media fee in its own name but for the account of the Internet service provider with regard to the Internet use of the standard bandwidth by the user.
2. The tenant may have the option to book a higher bandwidth than the standard bandwidth directly with the Internet service provider and, if applicable, additional services at the tenant's expense ("Additional Services"). The media fee also remains unchanged when booking additional services. Payment for additional services and their processing are made directly between the tenant and the Internet service provider.

SAMPLE

PART B - GENERAL REGULATIONS
(esp. duration, termination, method of payment, liability)

§16 Contract period / Termination / Student dormitory

1. the contractual relationship begins on Xxx ("start of contract") and ends on Xxx without the need for termination ("term of contract").
2. Ordinary termination is excluded during the period of the contract specified in § 19 No. 1. The tenant has a right of termination with a notice period of three months to 30.09. of the second contract year. The right to extraordinary termination remains unaffected.
3. If the leased property is not handed over to the tenant within 7 days after the start of the contract agreed in §19 item 1, the landlord has a contractual right of rescission; the aforementioned contractual right of rescission is excluded if the handover fails due to circumstances for which the landlord is responsible.
4. If the leased property is not made available at the agreed time, the tenant - subject to the provisions of § 22 - may 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 lease without notice for failure to provide timely use remains unaffected.
5. After the expiration of the contract period, there is no automatic extension of the contractual relationship by continuing the use of the apartment (§ 545 BGB does not apply in this case).
6. Contrary to §19 item 1, the tenant has the right to terminate this contractual relationship with a notice period of four weeks to the end of the month, if the tenant names a suitable new tenant who is willing to enter into a rental, service and Internet use contract with the landlord and provider with a minimum term of 6 months ending on September 30 of a year, which seamlessly follows this contractual relationship. The new tenant is suitable in the aforementioned sense if he or she is an enrolled student at a state-recognized university, solvent and the landlord and the provider can objectively be reasonably expected to conclude the contract. The conclusion of the contract with the new tenant named by the tenant is deemed unreasonable 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 re-rented to a third party under the law of obligations.
The termination of this contractual relationship is recorded in a corresponding termination agreement. If the tenant terminates this contractual relationship on the basis of the aforementioned arrangement, the tenant is obligated to pay EUR 150.00 to the landlord (new tenant fee) as compensation for the increase in processing effort required by the landlord. The new tenant's fee is due upon return of the rented property to the landlord. The landlord is free to prove that his specific expenses were higher in the individual case. The tenant is free to prove that the landlord incurred lower expenses than the subsequent tenant fee in the specific case.
7. The landlord rents out the apartment according to the occupancy concept and rotation concept which can be viewed at www.the-fizz.com. The tenant agrees to provide the landlord, represented by International Campus GmbH, with a current certificate of enrolment every semester without being requested to do so, which is to be sent to the e-mail address: service@the-fizz.com. The tenant is also obligated to inform the landlord of his de-registration without delay. Within the context of his special right of termination, the landlord or provider is 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 next.
 - Residents who have provided false information on their applications;
 - In case of discontinuation of enrolment;
 - When graduating without a direct connection to a second degree program.
8. Termination of the contractual relationship must be in writing and, in the event of termination by the tenant, must be received by mail by International Campus GmbH, Blumenstraße 28, 80331 Munich, Germany, who is authorized by the landlord to receive the notice of termination.

§17 Method of payment (SEPA direct debit mandate)

1. The rent for the apartment, the furniture rent, the media fee and the fixed operating costs for the first month are to be paid to the landlord no later than 14 days before the start of the contract. The payment of THE FIZZ service fee is due immediately. Apart from that, the rent for the apartment, the furniture rent, the fixed operating costs as well as the media fee for the entire duration of the tenancy are due for payment in advance on the first working day of each month. For the timeliness of the payment, the time of crediting to the landlord's account is decisive. In the case of non-cash payment, the tenant satisfies 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 or provider.
2. The tenant is obliged to submit the respective attached SEPA basic direct debit mandates to the landlord without delay. In the event of a change of account, the landlord must be notified immediately and a new SEPA direct debit mandate must be issued. The SEPA data have to be sent by e-mail to the e-mail address provided for this purpose (currently: rentalaccounting@the-fizz.com). The tenant has to refund the costs incurred by the landlord and, if applicable, the provider due to a non-payment of the respective direct debits.
3. The Provider is entitled to also collect the cold rent and the fixed operating costs on behalf of the Landlord, unless the Landlord collects the cold rent and the fixed operating costs itself.

§18 Liability of the tenant / liability insurance

1. The tenant is also liable for the fault of family members, visitors, subtenants and all persons staying in the building or apartment with his consent.
2. The tenant has to prove that there was no wrongful behaviour.
3. The tenant agrees to the landlord and the provider to take out liability insurance with sufficient coverage for the duration of the contract, 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 contract: service@the-fizz.com.

§19 Liability of the landlord and the provider, compensation, 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 leased property is excluded; § 536a para. 1, 1st Alt. BGB does not apply in this case.
2. The landlord, the provider and their agents 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 the fulfillment of which the tenant may rely on. Liability for breach of essential contractual obligations is limited to the foreseeable damage typical for the contract. The exclusion of liability pursuant per § 19 does not apply in case of injury to body, life, health, freedom or sexual self-determination, which are based on a negligent breach of duty of the landlord or the provider or an intentional or negligent breach of duty of a legal representative or vicarious agent. Furthermore, the exclusion of liability does not apply if the landlord or the provider has assured a certain quality of the rental object or the service or has fraudulently concealed a defect.
3. Furthermore, the exclusion of liability does not apply in the event of damage for which the landlord or the provider has received insurance coverage.
4. The tenant is entitled to reduce the furniture rent only if the reason and amount of the rent reduction are recognized by the landlord, undisputed, ready for a decision or legally established. Claims of the tenant to (partial) reclaim of rents as well as to correction of defects remain unaffected by this.
5. The tenant may only set off claims against the rent, the fixed operating costs and the media fee if these are undisputed, have been legally established or are ready for a decision.

§20 Notification, Majority of Tenants, Data Protection, Final Provisions

1. The tenant is obliged to always provide the landlord and the provider with a deliverable address.
2. If several persons are named as tenants in this contract, all tenants are liable for all obligations arising from the contract as joint and several debtors. The tenants authorize each other to receive declarations of intent from the landlord as well as the provider. The power of attorney can be withdrawn by the tenants only for important reasons.
3. The landlord and the provider store the tenant's data for the purpose of processing the contract and pass them on to third parties if this is necessary for the processing of the contract or if there is a legitimate interest. Reference is made to the privacy policy (<https://www.ic-campus.com/datenschutz>).
4. The tenant may only exercise rights concerning this contract uniformly for the entire contract and not only for individual parts; this also applies to a possible withdrawal. The invalidity of an entire section of the contract (Section I, II and/or III) results in the invalidity of the entire contract (also in the case of § 355 BGB). If, on the other hand, only individual regulations of this contract are or become invalid, this does not affect the validity of the remaining regulations.
5. The law of the Federal Republic of Germany applies.

Place and Date

Place and Date

X

Tenant

Landlord

Place and Date

Provider

Withdrawal policy

(applies to Part A Sections I, II and III - in each case in conjunction with Part B of the contract)

Right of withdrawal

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

To exercise your right of withdrawal, you must contact us, the

International Campus GmbH
Blumenstr. 28
80331 Munich
service@the-fizz.com

authorized by the landlord, by means of a clear explanation (e.g. a letter sent by mail, fax or e-mail) about your decision to withdraw from this contract. You can use the attached sample withdrawal form for this purpose, which is, however, not mandatory.

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

Effects of the withdrawal

If you withdraw from this contract, we will refund 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 cheapest standard delivery offered by us), without undue delay and at the latest within fourteen days from the day on which we received the notification of your withdrawal from 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 refund.

If you have requested that the services begin during the withdrawal period, you have to 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 withdrawal with regard to this contract compared to the total scope of the services provided for in the contract.

Place and date

_____ X _____
Tenant

Knowing the above revocation instruction, I expressly demand that the landlord begins with his obligation to perform already before the expiration of the withdrawal period. **I am aware that I am obligated to pay compensation for services rendered up to the point of withdrawal and that, in the event of complete fulfillment of the contract by the**

Xxx
Xxx
Xxx Xxx

Or respectively by the

International Campus GmbH
Blumenstr. 28
80331 Muenchen

lose my right of withdrawal.

Place and date

_____ X _____
Tenant

Template Withdrawal form

The withdrawal is addressed to the:

International Campus GmbH
Blumenstr. 28
80331 Muenchen

I / we hereby withdraw from the contract concluded by me / us for the the following services:

Contract from: Xxx

For the following apartment: Apartment-No: Xxx
Xxx
Xxx Xxx

as well as

about the use of the Internet and

about the granting of THE FIZZ service

Name of the consumer:
Adresse of the consumer:

Xxx
Xxx
Xxx Xxx

Place and date

Tenant

SAMPLE

SEPA core direct debit mandate / for SEPA-Basis Direct Debit - Landlord

Name and address of the recipient of the payment	
Xxx Xxx Xxx Xxx -Landlord International Campus GmbH, Blumenstr. 28, 80331 Muenchen - Provider	

Creditor identification number	Mandate reference
xxx	Xxx
Tenant according to lease agreement	The first debit is made on the 1st working day of the month following
Xxx	Xxx.

SEPA core direct debit mandate

I / We authorize the

Name of the recipient of the payment
Xxx

to collect payments from my / our account by direct debit. At the same time, I / we instruct my / our credit institution to debit the amount due from the

Name of the recipient of the payment
Xxx

to redeem the direct debits drawn on my / our account.

Note: I/We can demand a refund of the debited amount within eight weeks, starting with the debit date. The terms and conditions agreed with my / our credit institution apply in this case.

Account holder / payer (first name, last name)
xxx
Street number, postal code City
Xxx, Xxx Xxx

Credit institution	
xxx	
BIC	IBAN
xxx	xxx
Place and date	Signature (payer)
	X

Houserules

Living together in THE FIZZ requires special consideration for each other, the willingness to settle conflicts with each other and tolerance. Harassment and disturbance of fellow residents are to be avoided. The tenant agrees to mutual consideration in order to preserve the peace of the house.

1. Living in THE FIZZ

- 1.1 Living in the building is only permitted on the basis of a valid (rental) contract. The same applies to the use of all common rooms and the use of the underground garage. Friends and acquaintances are welcome for a visit.
- 1.2 The landlord or his representative may enter the rented property, after prior notification, if there is an objective reason to do so. In case of imminent danger, access is permitted at any time and to allow.

2. Use of the apartment and furniture

- 2.1 The rented spaces entrusted to the tenant for use must be treated with care and protected from damage
- 2.2 Necessary repairs and defects are to be reported immediately to the House Manager. The tenant is liable for damages caused by culpable breach of the duty of care and notification obligations incumbent on him.
- 2.3 The use of the technical equipment in the rented room must be carried out in accordance with the issued operating instructions.
- 2.4 The tenant may only make changes, in particular installations, alterations or similar with regard to the apartment with the landlord's permission; they must be removed by the tenant at the tenant's expense before the apartment is returned. For security reasons, the tenant is not allowed to install his own locks or lock cylinders in the apartment door. The following applies to furniture: Changes to the substance are not permitted. The only exceptions to this prohibition are changes that do not affect the substance of the furniture and can be reversed without more than insignificant effort. The tenant is obliged to undo any changes made by him to the furniture at the end of the contract.
- 2.5 Placing posters, pictures and stickers, banners, inscriptions, etc. on the walls is prohibited in the entire building. Excluded from this are the walls of the apartment.
- 2.6 Cleaning and maintenance with respect to the leased property is the responsibility of the tenant; this includes the exterior windows and exterior window sills (with respect to those windows that open). If the tenant fails to comply with these obligations or does so inadequately, the landlord is entitled, after the expiry of an unsuccessful deadline, to commission a company to carry out this work at the tenant's expense. Floors, windows, doors and the rented furnishings may only be cleaned with commercially available and suitable cleaning agents. Care instructions must be observed.
- 2.7 Do not throw into the WC or other drains any objects/food leftovers that are likely to cause blockage.
- 2.8 The use of corrosive pipe cleaners is prohibited because of the danger they pose to the drainage pipes.
- 2.9 Doors and windows are to be kept properly locked during severe weather and absence.
- 2.10 In case of vermin infestation in the rented premises, the tenant has to report immediately to the House Manager.
- 2.11 Barbecuing on the balcony/terrace is not allowed.
- 2.12 The landlord is not liable for the loss of property and valuables of the tenant, unless they are due to a defect in the leased property.
- 2.13 Water, electricity, hot water and heat energy must be used sparingly.
- 2.14 The tenant has to provide sufficient heating and ventilation; he is liable for damages caused by culpable violation of these obligations. During the heating period, several times a day shock ventilation for air exchange is suitable for this purpose. Constant tilt position of the window sash causes significant energy losses, which should be avoided.
- 2.15 Appropriately standardized connection cables must be used for the use of the radio and television sockets. Manipulations on the connection socket are to be refrained from.

3. Use of the common facilities at THE FIZZ

- 3.1 When using common house facilities, these are also to be treated carefully and with care and damage is to be refrained from. This also applies to technical equipment provided in the shared facilities. § 2.2 applies accordingly.
- 3.2 Sweepings and waste may only be emptied into, not next to, the garbage cans or waste chutes intended 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 permanent storage of garbage in front of the apartment and in the corridors is prohibited.
- 3.3 Commonly used property and building areas are to be kept free of private storage objects. This applies in particular to corridors, stairwells, sanitary rooms, kitchens, TV rooms, balconies, etc.
- 3.4 Highly flammable, harmful, hazardous or malodorous substances / materials may not be stored on the property or in the building.
- 3.5 The tenant is liable for all damage culpably caused by him in all publicly accessible areas of the building. After unsuccessful expiry of a request to the tenant to repair the damage within a specified period of time, the landlord may have the damage repaired at the tenant's expense.
- 3.6 The house mailbox system will be provided with corresponding room numbers by the House Manager. The attachment of name plates is not permitted for reasons of data protection law and to maintain the uniform appearance of THE FIZZ.
- 3.7 Outdoor antennas and satellite systems may only be installed with the written consent of the landlord.

- 3.8 Structural and engineering 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 bear the CE conformity mark of the EU.
- 3.9 The common areas may only be used for parties and celebrations after prior consultation with the house managers. Floor corridors and escape routes may not be used for parties and celebrations.

4. Visitors, guests and children

- 4.1 Visitors and guests are generally welcome. For larger groups (>3 persons) a registration must be made with the House Manager.
- 4.2 Non-permanent overnight stays of guests and visitors are allowed in terms of dual use of apartments without registration.
- 4.3 THE FIZZ does not have special furnishings, in the apartments and common areas and rooms for the stay of children. Likewise, no supervision of children by the operator's staff is guaranteed. In the event that children are present in the building, the legal guardians are fully responsible for them and are liable accordingly. §§ 4.1 and 4.2 apply.

5. Consideration, night rest and community life, animal keeping

- 5.1 In our THE FIZZ the resident should have the possibility to study or to work scientifically 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 sets are to be set to room volume.
In the time from 22:00 to 07:00 o'clock the night rest in the living area is to be kept. In the common rooms, the night's rest is generally from 22:00 to 07:00. In the period between 22:00 and 24:00 hours, designated common areas may still be used to stay at room volume, as long as no other residents are disturbed.
- 5.2 The goal of our THE FIZZ is to include all residents in community life. THE FIZZ aims to create a friendly, safe and welcoming environment for all residents, regardless of their cultural, social, religious or sexual backgrounds.
- 5.3 Community life at THE FIZZ should be characterized by respectful interaction between residents. This is to be observed in communication as well as in all other actions within the residential community. Strictly forbidden are condescending, insulting, discriminatory, intimidating or humiliating statements or actions towards other residents and third parties associated with them. In particular, behavior is prohibited that is likely to endanger the building as a domestic retreat for all co-inhabitants. Exemplary and not exhaustive are mentioned here: Taking photographs of the housemates and their guests without their consent; being in the common area without clothing; stalking and any other form of sexual harassment.
- 5.4 Active participation in community life is expressly desired. This creates a lively and, at best, long-lasting residential community from which all residents benefit. An essential part of THE FIZZ are therefore the THE FIZZ community events, for which the common areas in particular are used. These events are intended to provide community life for the residents and thus establish and strengthen the residential community. Therefore, they are primarily addressed to the members of THE FIZZ. Whether the possibility of participation of visitors and guests exists, is to be inquired with the House Manager.
- 5.5 Keeping animals - 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 withdrawal of a granted approval for an important reason. Important reasons are in particular odor and/or noise nuisance, damage to the rented property and/or interference with other tenants.

6. Fire protection

- 6.1 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.
- 6.2 Fire protection systems must not be damaged or their function restricted.
- 6.3 The misuse of fire extinguishers is prohibited.
- 6.4 The parking of bicycles, baby carriages, scooters, beer crates and other objects in the corridors, stairwells or on the forecourts of the apartment is not permitted, if escape routes are blocked or other parking areas are designated or available.

7. Vehicles / Cars / Motorcycles / Parking spaces

- 7.1 Bicycles may not be parked in the hallways and stairwells. The parking space provided for this purpose must be used to park the bicycles.
- 7.2 Motorcycles, scooters, mopeds and cars are to be parked only on rented parking spaces or the garage.
- 7.3 Parking lot and fire department access roads must be kept clear for traffic and fire safety reasons.
- 7.4 The StVO applies on the entire property. Signs must be observed. Every road user must behave on the premises in such a way as to avoid endangering or obstructing others.
- 7.5 If a permit is issued for the purpose of determining parking authorization, it has to be displayed or affixed to the passenger car in such a way that it is clearly visible from the outside.

8. Safety

- 8.1 For security reasons, the front door or floor door / apartment entrance door and all access points to the entire property must be kept locked at all times.
- 8.2 Keys (especially door keys/PACO access chips/ Chip cards) are to be kept carefully. In case of loss, the House Manager must be notified immediately.

9. **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.

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