

Lease agreement (apartment) with stepped rent

Lessor:

IC FIZZ GmbH & Co. KG

represented by
IC Service GmbH
Blumenstr. 28 | 80331 Munich

which is herewith authorized to issue and accept declarations of intent and undertake unilateral legal transactions (e.g. notices of termination, rejections pursuant to Sections 174, 180 of the German Civil Code (BGB), objections pursuant to Section 545 BGB) and to receive money, securities, the leased property.

(Hereinafter also referred to as the "Lessor")

Lessee:

First name and surname

Current address:

Apartment no. -

Lease no.:

(Hereinafter also referred to as the "Lessee")

A lease agreement is hereby concluded between IC FIZZ GmbH & Co. KG as Lessor of the apartment (Lessor) and the Lessee for an apartment in THE FIZZ student residence within the meaning of Section 549, paragraph 3 of the German Civil Code (BGB).

Section 1 Leased Property

1. The Lessor leases as the Leased Property apartment no. comprising an entrance area, shower room, living / sleeping room in its student residence "THE FIZZ ", (hereinafter also called "The FIZZ") for residential purposes. The apartment may only be occupied by the persons listed as lessees on page 1. Multiple tenants shall be jointly and severally liable.

The Lessor leases the apartment based on the occupancy concept described at www.the-fizz.com. The Lessee agrees to submit current proof of enrolment each semester to the Lessor, represented by IC Service GmbH, without being requested to do so. Proof of enrolment shall be emailed to: service@the-fizz.com. The Lessee is furthermore obliged to immediately inform the Lessor of his or her removal from the register of students.

The Lessor shall be entitled to terminate the lease agreement for convenience by giving three months' notice at the end of a calendar month in the following circumstances:

- in the event that residents provided false information during the application process;
- if the resident(s) is/are no longer enrolled;
- in the event that residents have leased another apartment in the vicinity of The FIZZ;
- in the event that examinations have been completed and no second degree is immediately started.

2. For safety reasons, the Lessee is prohibited from installing his or her own locks or lock cylinders in the apartment door.

3. Mailboxes are exclusively identified by numbers since, due to the large number of tenants, Deutsche Post has declined to effect delivery by name due to the sorting effort involved. In addition to the Lessee's name and address, the Lessee must also provide the apartment number so that correspondence can be delivered to him or her.

Section 2 Term of lease / Exclusion of ordinary termination

1. The Leased Property is only leased for temporary use. The lease begins on **START** and ends on **END**, without the need for notice of termination. Ordinary termination is excluded during this period. The right to extraordinary termination remains unaffected.
2. Following the expiration of the lease – and contrary to Section 545 BGB – no tacit renewal of the lease occurs through continued use of the apartment.
3. Notwithstanding paragraph 1, the Lessee shall have exceptional right of termination
 - a) subject to three months' notice at 30 September of each year;
 - b) subject to four weeks' notice at the end of the month if a suitable new lessee designated by the Lessee who is also enrolled as a student at a university or college enters into a lease agreement with the Lessor for the aforementioned apartment and said agreement continues this lease agreement without interruption and is based on a subsequent lease agreement period of at least 6 months at 30 September.

4. Termination of the lease agreement must be given in writing and shall be notified to IC Service GmbH, Blumenstraße 28, 80331 Munich, which is authorized by the Lessor to receive said notice.

§ 3 Rents / Operating costs / Stepped rent

1. The monthly rent to be paid to the Lessor is as follows
 - a) Rent .00 €

- b) Flat fee for operating costs .00 €

3. In addition to the payment of rent, the lessee shall bear operating costs pursuant to Section 2, nos. 1-17 of the German Regulation on Operating Costs (Betriebskostenverordnung) and the costs for the maintenance of fire extinguishers, electrical and gas service lines, roof gutter cleaning, legionella testing pursuant to the German Drinking Water Ordinance (*Trinkwasserverordnung*) and roof maintenance. These operating costs to be paid by the Lessee, including heating and hot water costs, will be allocated to the Lessee on a prorated basis as part of the flat-rate operating costs stated in paragraph 1, item b) Operating Costs. A separate bill for operating costs will not be issued.

4. As electricity costs are included in the flat fee for operating costs, the Lessee is only entitled to operate refrigerators, stoves, air conditioners and electric heaters of any kind in the apartment with the written permission of the Lessor.

5. The **Lessor** is entitled to allocate increases in operating costs to the Lessee on a prorated basis by declaration made in writing. The reason for the allocation shall be cited. The Lessee shall be liable to pay the portion of the charge allocated to him or her as of the beginning of the second month following the said declaration. The Lessor is also entitled to apply accrued increases in operating costs retroactively, but only from the start of the calendar year preceding the announcement of the increase.

6. After the end of the first year after the commencement of the lease, the base rent shall increase to

Year 2

Year 3

Year 4

and for each year thereafter the increase in rent shall be in accordance with the statutory provisions.

7. **The Lessor** shall, after carrying out modernization work as defined in Section 555b No.1, 3, 4 or 6 BGB, be entitled to increase the rent in accordance with Section 559, paragraphs 1-5; Section 559a, paragraphs 1-4; and Section 559b, paragraphs 1 and 2 BGB.

Section 4 Deposit

In order to secure all claims by the **Lessor** under the lease agreement, the Lessee shall, no later than 14 days before the start of the lease, remit to the **Lessor** a lease deposit equivalent to three months' rent pursuant to Section 3, paragraph 1, item a) for the apartment (excluding flat-fee for operating costs).

The Lessee shall, at the beginning of the lease agreement, remit the amount of € to the **Lessor's** account:

IC FIZZ GmbH & Co. KG

IBAN: DE22 7009 3200 0001 2902 40

BIC: GENODEF1STH

Bank: VR Bank Starnberg

Section 551, paragraph 2 BGB remains unaffected.

1. The Lessor is not obliged to pay interest on the lease deposit, Section 551, paragraph 3, sentence 5 BGB.
2. Set-off by the Lessee in conjunction with the claim for repayment of the deposit against receivables due to the **Lessor** is excluded during the lease term.

Section 5 Method of payment (SEPA Direct Debit) of rent for the Leased Properties and the flat-fee operating costs

1. The rent and the flat-fee for operating expenses are payable in advance for the entire duration of the lease and no later than the third business day of each month. The timeliness of payment shall be determined by the date on which payment is credited to the Lessors' account (see page 1).
2. Upon falling due, the rent and the flat-fee operating costs will be deducted from a checking account to be provided by the Lessee.
3. The Lessee is obliged to give the Lessor the attached direct debit authorization. In the event that the account is changed, the Lessor shall be immediately informed so that a new debit authorization can be provided. Valid SEPA information must be emailed to the following address no later than 14 days after the commencement of the lease term:
rentalaccounting@the-fizz.com.
4. The Lessee shall pay the Lessor any expenses incurred in the event that the debit is not honored.

Section 6 Other obligations of the Lessee

1. The Leased Property may solely be used for residential purposes. Use for business or commercial purposes is prohibited.
2. The Lessee must ensure regular and adequate heating and ventilation of the Leased Property.
3. The Lessee must treat the Leased Property and the rooms and spaces available for general use, together with their furnishings, with care and comply with the attached house rules.
The Lessee is responsible for cleaning and maintenance of the Leased Property. This includes the exterior windows and exterior window sills (including the windows that can be opened). If the Lessee fails to fulfill these obligations or only does so inadequately, after a deadline has passed without remedy the Lessor shall be entitled to hire a company to perform this work at the expense of the Lessee.
4. The Lessee is obliged to immediately register the broadcasting appliances used in the Leased Property with ARD ZDF Deutschlandradio Beitragsservice. License fees shall be borne separately by the Lessee and are not included in the flat fee for operating expenses.
5. The Lessee is obliged to register or de-register at the local Residents' Registration Office when moving in or out.

6. The installation of outdoor antennas on the exterior of the leased property is prohibited. The Lessee must remove unauthorized outdoor antennas at his or her own expense and restore the premises to their original condition.
7. The Lessee shall bear the cost of replacing lamps and bulbs. When moving out, all lamps and bulbs must be returned in the same type and wattage and be in working condition.

Section 7 Sublease

Subletting the Leased Property is subject to permission from the Lessor.

Section 8 Lessee's modifications to Leased Properties 1 and 2

Modifications, in particular fittings and conversions, installations or similar with respect to the Leased Property may only be undertaken with the Lessor's permission, and must be dismantled before returning the Leased Property.

Section 9 Pets and animals

In consideration of all of the residents, the responsibility of **Lessor 1** and in the interests of orderly management of the building and the residents' apartments, the keeping of animals is prohibited. This takes into account the close proximity of the apartments within the building and the rooms, areas and associated facilities provided for communal use, as well as the different cultures and religions of the residents of the building.

Section 10

Defects in the Leased Properties / Lessee's duty to notify and liability / Insurance

1. If, during the lease term, a major defect becomes apparent in the Leased Property, or it becomes necessary to take precautions against anticipated damage or hazards to the Leased Property or the building, the Lessee shall immediately notify the Lessor accordingly.
2. The Lessee shall be liable for any damage resulting from the culpable breach of his or her duty of care and duty to notify. This also applies to damage caused by incorrect operation and handling of equipment and technical facilities as well as by inadequate heating or ventilation, or insufficient protection against freezing.
3. The Lessee is also liable for the negligence of family members, visitors, sub-lessees and all persons residing in the building or in the apartment with his or her consent.
4. The **Lessor** shall maintain communal rooms and spaces, their fixtures, facilities and accesses in a proper condition. In the event of damage to these for which the Lessee is liable, the **Lessors and/or 2** may, after unsuccessfully setting a deadline for said damages to be remedied, make good the damage at the latter's expense.
5. The Lessee undertakes to **Lessor 2** to take out liability insurance for the furniture with adequate cover for the duration of the lease term, which also includes liability cover for rented items. Proof of cover must be emailed no later than 14 days after the start of the lease to: service@the-fizz.com.
In addition, the Lessor advises the Lessee to take out

homeowner's insurance for his or her personal items, since the Lessee may otherwise potentially have to bear any costs associated with damage that has not been caused by the Lessor.

Section 11 House rules

The house rules attached to this lease form an integral part of this lease agreement. The house rules may be changed unilaterally by the **Lessor** if necessary to maintain order or for management reasons. In such cases, the Lessor will inform the Lessee of the new house rules.

Section 12 Cosmetic repairs to Leased Property 1

1. The Lessee shall be responsible for cosmetic repairs to the **Leased Property** during the lease term, to the extent necessary according to the condition of the Leased Property.
2. Cosmetic repairs include painting or wallpapering walls and ceilings, painting floors, radiators including heating pipes, interior doors and windows and exterior doors on the inside, as well as other wooden parts inside the apartment.
3. All work is to be carried out professionally.
4. In the event that the Lessee fails to perform required cosmetic repairs during the lease term, the Lessee must perform the outstanding work at the latest by the end of the lease.
5. When returning the leased premises at the end of the lease, walls and ceilings must be painted or wallpapered in neutral, opaque, light colors or wallpaper. Sentence 1 does not apply to parts of the leased premises which had a different color scheme at the time of handover to the Lessee.
6. Varnished wooden parts must be handed back in the same shade as at the start of the lease. Painted wooden parts may also be returned painted in white or light shades.
7. The preceding paragraphs are not applicable if and insofar as the contractual parties have negotiated and concluded a different individual agreement.
8. The **Lessor** is not obliged to perform cosmetic repairs.

Section 13 Return of the Leased Properties

1. At the end of the lease, the Lessee shall return the **Leased Property** completely empty of any items brought in by the Lessee, and in accordance with the regulations in Section 14. Damage to the Leased Property for which the Lessee is responsible shall be repaired.
2. The Lessee shall pay compensation for damage to the Leased Property. The Lessee acknowledges that, in the event of damage to the Leased Property or parts thereof, the Lessee will be required to prove that he or she is not responsible for said damage or loss.
3. Fixtures and fittings installed by the Lessee in Leased Property 1 must be removed and the premises restored to their original condition, unless otherwise agreed with the Lessor.
4. Section 1, paragraph 2 of this agreement applies to the return of the set of keys and/or access token. Unless otherwise agreed, the set of keys and/or access token

must be personally returned to the representative authorized by the Lessor (IC Service GmbH or house manager).

Section 14 Handover and return of the Leased Property

1. The handover and return of keys and the access token, as well as the handover and acceptance of the apartment when the Lessee moves in and out, must be scheduled in advance and can only take place during the office opening hours of the house manager. The office is closed on Saturdays, Sundays and public holidays.
2. Specific details are regulated in the apartment handover form. The Lessee shall return Leased Properties 1 and 2 in the contractually agreed condition.
3. If the Lessee fails to appear on the acceptance date, acceptance of Leased Properties 1 and 2 will be completed in the absence of the Lessee. The certificate of acceptance (and, if applicable, photos of damage) will be emailed to the Lessee.

Section 15 Right of entry

1. In order to determine the need to perform work or the condition of the Leased Property, the Lessor is entitled to enter Leased Property 1 after agreeing an inspection date with the Lessee. The Lessor may include other persons for this purpose or arrange for a third party to conduct the inspection alone.
2. In the event of termination and re-lease, or if the apartment is intended to be sold, the Lessee shall permit inspection on business days between the hours of 9am-1pm and 3pm-7pm, and between 11am-1 pm on Sundays and public holidays. When work is being carried out, this obligation shall apply during the working hours of the relevant laborers and, in cases of imminent danger, at any time of day or night.
3. If the Lessee is absent from the apartment for several days, the keys must be kept in an easily accessible location, of which Lessor 1 is informed in writing. Otherwise, Lessor 1 shall be entitled to have the leased premises opened at the expense of the Lessee in emergencies.

Section 16 Lessors' liability

1. The strict liability of Lessors 1 and 2 for damages for material defects which exist at the time of conclusion of the lease (warranty liability) for their respective Leased Property is excluded. Section 536a, paragraph 1, 1st alternative BGB does not apply in this respect.
2. Lessors 1 and 2 and their agents shall be liable for intent and gross negligence. In the case of slight negligence, they are liable only for breach of material or typical contractual obligations. This exclusion of liability does not apply in the case of injury to life, limb, health, liberty or sexual self-determination caused by a negligent breach of duty by the Lessors or an intentional or negligent breach of duty by a legal representative or agent. Furthermore, the exclusion of liability does not apply if the Lessors have warranted or guaranteed certain features of the Leased Property or fraudulently concealed a defect.
3. The exclusion of liability shall not apply to damage for which the Lessors have insurance cover or for which the

Lessors can successfully seek recourse against a third party.

Section 17 Data protection and informed consent pursuant to Section 4 German Data Protection Act (BDSG)

The processing of personal data is carried out on the basis of Section 28 BDSG specifically in order to fulfill the business purposes of the Lessors.

The Lessee has been informed that, for the purposes of the Lessors' lease management, contractually relevant data is stored on data storage media and is stored, processed and transmitted to third parties (e.g. property managers, accounting services, estate agents, prospective buyers, tax advisors, affiliates within the meaning of Section 15 *et seq.* of the German Companies Act (AktG)) in accordance with the provisions of the German Data Protection Act).

An objection to future storage and transmission may be made at any time. Provided that this is not precluded by regulations on retention periods under the German Tax Code or other laws, the personal data will then be deleted or otherwise blocked.

Section 18 Video surveillance

1. In accordance with legal practice, **Lessor 1** must *inter alia* ensure that the Lessee is not harassed or potentially endangered by "uninvited visitors" in the stairwell, underground car parks or empty apartments. In light of cases of vandalism in Lessor 1's FIZZ buildings and underground car parks and/or at its affiliated companies, the Lessor has decided to monitor the entrance area and the public areas of The FIZZ and the underground car park using a video camera.
2. This surveillance is clearly announced on signs in the entrance areas of The FIZZ and in the underground car park, as well as in the monitored public areas. Unfortunately, due to the large number of tenants and visitors entering and exiting each day, a less restrictive measure of ensuring the safety of The FIZZ and its residents is not feasible.

3. The leased spaces and the doors to the leased spaces are not monitored. The latest survey of tenants by Lessor 1 and its affiliated companies revealed that no one objects to video surveillance. On the contrary, tenants even request/welcome video surveillance since it makes them feel safer.
4. Video surveillance only records images, and no sound recordings of the aforementioned areas are produced. Recorded images are stored electronically for a period of up to 14 days and then immediately overwritten.
5. The recorded images are viewed and stored for a longer period of time only if it is suspected that crimes have been committed. The electronic storage location for recorded images is password protected. Access to these recordings is limited solely to the house manager and/or his or her representative(s) as well as the IT service provider of Lessor 1, all of which are sworn to secrecy. In the event of suspicion that a crime has been committed, the house manager reports solely to the management of Lessor 1, which can then view the video recordings.
6. The Lessee consents to the recording of video images and the electronic storage of recordings of the entrance area and the public areas of The FIZZ and the underground car park by means of video cameras, and shall ensure that people who enter The FIZZ with his or her consent/at his or her behest are informed of the video surveillance.

Section 19 Legal venue

The legal venue is the head office of the Lessor unless the Lessee has a general legal venue in Germany or the party to be pursued in court transfers their domicile or normal place of residence abroad following the conclusion of the lease, or their domicile or normal place of residence at the time the action is filed is unknown.

Section 20 Applicable law

This lease is governed by the laws of the Federal Republic of Germany.

Place and date

Lessee

Place and date

Lessor

Notice of right of cancellation

Right of cancellation

You have the right to cancel this lease within fourteen days without cause. The cancellation period is fourteen days from the date the lease is concluded. To exercise your right, you must inform us of your decision to cancel this lease

Name: **IC Service GmbH**
Address: Blumenstraße 28, 80331 Munich
Phone number: 089 – 88 96 90 - 302
Apartment: DMI%Tenancy.property.name%

by means of an explicit declaration to this effect (e. g. a letter sent by regular mail, fax or email).
You may use the attached cancellation form template to do so, although this is not mandatory.

To meet the withdrawal deadline, it is sufficient to send notification of your exercise of the right of cancellation before the cancellation period expires.

Consequences of cancellation

If you cancel this lease, we shall reimburse you for all payments we have received from you without delay, and no later than within 14 days from the date on which we received notification of your cancellation of this lease. We will reimburse you using the same payment method you used for the original transaction, unless we expressly agreed a different arrangement with you. Under no circumstances will you be charged fees in connection with this reimbursement.

If you asked for service to begin during the cancellation period, you must pay us a reasonable amount corresponding to the percentage of the services already performed up to the time you inform us that you will exercise your right of cancellation in respect of this lease, compared to the total extent of services provided for in the lease.

The above notice of right of cancellation has been read in full and acknowledged.

(Place and date)

(Lessee's personal signature)

Annex to right of cancellation

Cancellation form template

If you wish to cancel the lease, please complete and return this form to:

Name:
Apartment: DMI%Tenancy.property.name%
Fax number:
Email address:
I/we hereby cancel the lease concluded by me/us dated:
Name of customer(s):
Address of customer(s):

(Place and date)

(Lessee's personal signature)

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

Name and address of payment recipient (creditor)

Recurrent Payments

IC Service GmbH
Blumenstraße 28
80331 Munich

(CI/Creditor Identifier)

DE14ZZZ00001319499

[Mandate reference]

(Lessee per the lease agreement)

(first debit to occur on)

**The amounts to be debited are stated in the
lease agreements.****SEPA Core Direct Debit Mandate**

I/We hereby authorize

[name of payee]

IC Service GmbH

to collect payments from my/our account by direct debit. Additionally, I/we instruct my/our bank to honor debit payments to

[name of payee]

IC Service GmbH

drawn on my/our account.

Note: I/we may request reimbursement of the amount charged within eight weeks from the debit date. The terms agreed with my/our bank shall apply.

Account holder/payer (first name, surname)

Street, house number, post code, city

Bank

BIC

IBAN

Place, date

Signature (payer)

Lease Agreement (Furniture lease)

Lessor:

IC Service GmbH

Blumenstr. 28 | 80331 Munich

(hereinafter also referred to as "Lessor")

VAT ID no.: DE 291416001

Lessee:

First name and surname

Current address:

Apartment no. -

Lease no.:

(hereinafter also referred to as "Lessee")

Lessor's bank account for all payments:
IC FIZZ GmbH & Co. KG
Bank: VR Bank Starnberg
IBAN: DE22 7009 3200 0001 2902 40
BIC: GENODEF1STH

Section 1 Leased Property

The Lessor leases as the Leased Property the facilities in apartment no. in the student residence "THE FIZZ", (hereinafter "THE FIZZ"), as listed in detail in the handover certificate; the handover certificate forms an integral part of the Lease Agreement. The Lease also includes internet access (via LAN and/or W-LAN) in THE FIZZ.

Section 2 Term of lease / Exclusion of ordinary termination

1. The Leased Property is only leased for temporary use. The lease begins on **START** and ends – subject to Section 3 - on **END** without the need for notice of termination. Ordinary termination is excluded during this period. The right to extraordinary termination remains unaffected.
2. Following the end of the lease - and contrary to Section 545 BGB - no tacit renewal of the lease occurs through continued use of the apartment.
3. The lease is subject to a condition subsequent, namely the end of the existing residential lease agreement between the Lessee and IC FIZZ Generalmieter GmbH & Co. KG (Section 549 paragraph 3 BGB) for apartment no. in The FIZZ, i.e. this lease too will end with immediate effect if the aforementioned residential lease is terminated (e.g. by notice of termination or cancellation).
4. Termination of the lease agreement must be given in writing.

Section 3 Rent

1. The monthly rent to be paid to the Lessor is as follows:

a).Furniture rent:	.00 €
b). Media use	.00 €

including VAT in each case, currently 19%
3. The Lessor shall provide a house manager service in "THE FIZZ" for use of the communal rooms and communal facilities in the building and in the grounds, as well as use of equipment on loan, e.g. Playstation, iron and ironing board, vacuum cleaner, board games, etc. and shall organise "THE FIZZ" events at regular intervals, which only lessees of "THE FIZZ" may attend. For these services, the Lessor is obliged to pay the Lessor a one-off **service charge** of €250.00 to the account specified on Page 1. Payment is due immediately.

Section 4 Rent payment method (SEPA Direct Debit)

1. The rent is payable in advance for the entire duration of the lease and no later than the third business day of each month. The timeliness of payment shall be determined by the date on which payment is credited to the bank account specified on Page 1.
2. The Lessee is obliged to provide the Lessor with the attached direct debit authorization, which also applies to the apartment lease. In the event that the account is changed, the Lessor shall be immediately informed, so that a new debit authorization can be provided. Valid SEPA information must be emailed to the following address no later than 14 days after the start of the lease term: rentalaccounting@the-fizz.com.
3. The Lessee shall pay the Lessor any expenses incurred in the event that the debit is not honored.

Section 5 Other obligations of the Lessee

1. The Leased Property may solely be used for residential purposes. Use for business or commercial purposes is prohibited.
2. The Leased Property must not be removed from the premises in which it is located at the time of handover.
3. The Lessee must treat the Leased Property with care. The Lessee is responsible for cleaning and maintenance of the Leased Property. If the Lessee fails to fulfil these obligations or only does so inadequately, after a deadline has passed without remedy the Lessor shall be entitled to hire a company to perform this work at the expense of the Lessee.

Section 6 Sublease

Subletting the Leased Property or parts thereof is subject to permission from the Lessor. Provided the Lessor of the apartment lease agrees to the subletting of the apartment, the Lessor also permits the Leased Property to be sublet to the sublessee of the apartment.

Section 7 Lessee's modifications to the Leased Property

Modifications to the Leased Property are prohibited.

Section 8 Defects in the Leased Property/Lessee's duty to notify and liability/Insurance

1. If, during the lease term, a major defect becomes apparent in the Leased Property, or it becomes necessary to take precautions against anticipated damage or hazards to the Leased Property, the Lessee shall immediately notify the Lessor accordingly.
2. The Lessee shall be liable for any damage resulting from culpable breach of his or her duty of care and duty to notify. This also applies to damage caused by incorrect operation and handling of the Leased Property.
3. The Lessee is also liable for negligence by family members, visitors, sub-lessees and all persons using the Leased Property with his or her permission.
4. The Lessee undertakes to the Lessor to take out liability insurance with adequate cover for the duration of the lease term of the furniture, which also includes liability for leased items. Proof of cover must be emailed to the following address no later than 14 days after the start of the lease: service@the-fizz.com.

Section 9 Cleaning and maintenance

The Lessee shall be responsible for cleaning and maintenance of the Leased Property during the term of the lease, to the extent necessary according to the condition of the Leased Property.

Section 10 Return of the leased property

1. At the end of the lease, the Lessee shall return the Leased Property in accordance with the terms of the lease. Damage to the Leased Property for which the Lessee is responsible shall be repaired.
2. The Lessee shall be liable to pay compensation for any damage to and/or loss of the Leased Property. The Lessee acknowledges that, in the event of damage to and/or loss of the Leased Property or parts thereof, the Lessee will be required to prove that he or she is not responsible for said damage or loss.

Section 11 House rules

The house rules attached to this lease form an integral part of this lease agreement. The house rules may be changed unilaterally by the Lessor if necessary to maintain order or for management reasons. In such cases, the Lessor will inform the Lessee of the new house rules.

Section 12 Handover and return of the Leased Property

1. At the end of the lease, the Lessee shall return the Leased Property in the condition stipulated in the lease.
2. If the Lessee fails to appear on the return date, the return of the Leased Property will be completed in the Lessee's absence. The certificate of return (and if applicable, photos of damage) will be emailed to the Lessee.

§ 13 Lessors' liability

1. The strict liability of the **Lessor** for damages for material defects which exist at the time of conclusion of the lease (warranty liability) for the Leased Property is excluded; Section 536a paragraph 1, 1st alternative BGB does not apply in this respect.

2. The Lessor and its agents shall be liable for intent and gross negligence. In the case of slight negligence, they are liable only for breach of material or typical contractual obligations. This exclusion of liability does not apply in the case of injury to life, limb, health, liberty or sexual self-determination, caused by a negligent breach of duty by the Lessor or an intentional or negligent breach of duty by a legal representative or agent. Furthermore, the exclusion of liability does not apply if the Lessor has warranted or guaranteed certain features of the Leased Property or fraudulently concealed a defect.
3. The exclusion of liability shall not apply to damage for which the Lessor has insurance cover or for which the Lessor can successfully seek recourse against a third party.

Section 14 Data protection and informed consent pursuant to Section 4 German Data Protection Act (BDSG)

The processing of personal data is carried out on the basis of Section 28 BDSG specifically in order to fulfil the business purposes of the Lessor.

The Lessee has been informed that, for the purposes of the Lessor's lease management, data is saved on data storage media and stored, processed and transmitted to third parties (e.g. property managers, accounting services, brokers, prospective buyers, tax advisors, affiliates within the meaning of Sections 15 *et seq.* of the German Companies Act (AktG.)) in accordance with the provisions of the German Data Protection Act.

An objection to future storage and transmission of personal data may be made at any time. Provided this is not precluded by regulations on retention periods under the German Tax Code or other laws, the personal data will then be deleted or otherwise blocked.

§ 15 Legal venue

The legal venue is the head office of the Lessor, unless the Lessee has a general legal venue in Germany or the party to be pursued in court transfers their domicile or normal place of residence abroad following the conclusion of the lease, or their domicile or normal place of residence at the time the action is filed is unknown.

§ 16 Applicable law

This lease is governed by the laws of the Federal Republic of Germany.

Place and date

Lessee

Place and date

Lessor

Notice of right of cancellation

Right of cancellation

You have the right to cancel this lease within fourteen days without cause. The cancellation period is fourteen days from the date the lease is concluded. To exercise your right, you must inform us of your decision to cancel this lease

Name: **IC Service GmbH**
Address: Blumenstraße 28, 80331 Munich
Phone number: 089 – 88 96 90 - 302
Apartment: DMI%Tenancy.property.name%

by means of an explicit declaration to this effect (e. g. a letter sent by regular mail, fax or email).
You may use the attached cancellation form template to do so, although this is not mandatory.

To meet the cancellation deadline, it is sufficient to send notification of your exercise of the right of cancellation before the cancellation period expires.

Consequences of cancellation

If you cancel this lease, we shall reimburse you for all payments we have received from you without delay, and no later than within 14 days from the date on which we received notification of your cancellation of this lease. We will reimburse you using the same payment method you used for the original transaction, unless we expressly agreed a different arrangement with you. Under no circumstances will you be charged fees in connection with this reimbursement.

If you asked for service to begin during the cancellation period, you must pay us a reasonable amount corresponding to the percentage of the services already performed up to the time you inform us that you will exercise your right of cancellation in respect of this lease, compared to the total extent of services provided for in the lease.

The above notice of right of cancellation has been read in full and acknowledged.

(Place and date)

(Lessee's personal signature)

Annex to right of cancellation

Cancellation form template

If you wish to cancel the lease, please complete and return this form to:

Name:
Apartment: DMI%Tenancy.property.name%
Fax number:
Email address:
I/we hereby cancel the lease concluded by me/us dated:
Name of customer(s):
Address of customer(s):

_____,
(Place and date)

(Lessee's personal signature)

House Rules

Living together in THE FIZZ requires special mutual consideration on the part of residents. Annoyance and disturbance by co-residents must be avoided. The Lessee agrees to maintain peace and quiet in the building and to show mutual consideration for other residents. Mutual consideration, tolerance and a willingness to jointly manage conflicts are all essential prerequisites for living together in THE FIZZ.

1. Living in THE FIZZ.

- 1.1 Persons may only live in the building on the basis of a valid lease agreement. This also applies to the use of all communal areas and the underground car park. Friends and acquaintances are welcome to visit. The Lessee must notify the house manager in advance if a friend or acquaintance will be staying the night.
- 1.2 The conclusion of a lease agreement for a THE FIZZ student residence building requires prior proof of matriculation.
- 1.3 The Lessee agrees to take out liability insurance with sufficient cover from a German insurance company for the living area leased by him or her. When moving in, the Lessee must present and provide the Lessor with a copy of the insurance policy. The Lessor also advises the Lessee to take out household insurance.
- 1.4 The Lessee agrees to open a German bank account and provide the Lessor with a SEPA direct debit authorization for the collection of rent due.
- 1.5 The Lessor or its designated agent may enter the leased premises following prior arrangement or posted notice. In the event of imminent danger, access is permitted at any time and must be granted.

2. Use of the leased living area.

The leased premises entrusted to the Lessee for use must be treated with care and protected from damage. Among others, the following rules apply in this connection:

- 2.1 Furnishings may not be removed or installed in the leased premises without the consent of the Lessor. If the owner gave permission to install the Lessee's own furniture or other fixtures, all such items must be removed from the building no later than on the expiration of the lease term. If the Lessee fails to fulfill this obligation, the owner will remove such items at the expense of the Lessee.
- 2.2 The Lessee must immediately notify the house manager of necessary repairs and defects.
- 2.3 Tenants must keep rooms sufficiently neat to enable visitors to be shown around at any time.
- 2.4 Technical equipment in the leased premises must be used in accordance with the operating instructions issued during move-in.
- 2.5 Damage to furnishings in rooms must be immediately reported to the house manager.
- 2.6 The installation of lock cylinders not issued by the building is prohibited.
- 2.7 Posters, stickers etc. may not be affixed to room doors.
- 2.8 Carpets may not be glued or nailed to the floor.
- 2.9 Tenants are prohibited from placing signs, photos and stickers, banners, labels, etc. on the walls/ceilings in the leased residential unit.
- 2.10 Floors, windows, doors and co-leased furnishings may only be cleaned using commercial cleaners suitable for this purpose. Natural woods must be regularly treated with the appropriate polishes. Care instructions must be observed.
- 2.11 No objects/food remains which could cause blockages may be thrown into the toilet or other drains. Discharge siphons must be maintained in usable condition at the Lessee's expense.

- 2.12 The use of caustic pipe cleaners is prohibited due to resulting acute danger to drainage pipes.
- 2.13 Washing or drying laundry in the rooms is not permitted.
- 2.14 During storms or when absent, doors and windows must be kept securely locked.
- 2.15 The Lessee is liable for damage caused by negligence.
- 2.16 The Lessee must immediately file a report with the house manager if vermin or pests are detected in the leased premises. Undue delay or failure to file a report shall result in the loss of the Lessee's potential claims against the Lessor.
- 2.17 Installing and operating additional household appliances such as hotplates, washing machines, dishwashing machines, electric clothes dryers, cooling appliances and electric heaters of any type is prohibited.
- 2.18 Clothing, suits and similar items may not be hung in front of or out of windows. Liquids, refuse etc. may not be emptied and/or thrown from windows or the balcony into the courtyard, the yard, onto the roof or into the roof gutters.
- 2.19 The balcony may be used solely in the normal manner. The storage of refuse, junk etc. and use as a storage area is not permitted.
- 2.20 Barbecues are not permitted on the balcony.
- 2.21 Carpets, bedding, blankets, upholstered furniture and similar items may not be cleaned in the stairwell, from windows or on the balcony.
- 2.22 The Lessee is liable for the completeness and intact condition of the room furnishings.
- 2.23 Structural modifications to the room, the building or the furnishings are not permitted, even on a minor scale.
- 2.24 Personal property and valuables must be kept securely locked away.
- 2.25 The Lessee shall bear the cost of replacing light bulbs and fluorescent tubes. When moving out, all light bulbs and fluorescent tubes must be returned in the same wattage and be in usable condition.
- 2.26 Water, electricity, hot water and heating systems should be used economically. In the event of extended absences, the Lessee must turn down the heat and keep windows closed.
- 2.27 The Lessee must ensure adequate ventilation. During hot weather, this can be suitably accomplished by a full airing several times a day to change the air. Continuously tilting the window sash causes significant energy loss, which should be avoided.
- 2.28 Subletting and/or handing the leased living area over to third parties by the Lessee is prohibited.

3. Use of communal facilities in THE FIZZ

Communally accessible building facilities must be treated with care during use, and damage should be avoided. The Lessee is therefore obliged to observe the following:

- 3.1. The Lessee must take care to avoid unnecessary consumption of water and electricity in communal areas of the

- building. The Lessee must also prevent unauthorized use of building facilities.
- 3.2. Communal rooms must be cleaned immediately following their use. This also applies to technical equipment which has been provided in the communal facilities. Refrigerators must be cleaned regularly and defrosted at least once every 4 weeks. Stoves (including ovens), washing machines and dryers in the central laundry room must be cleaned immediately after use (remove spilled detergent!).
- 3.3. Sweepings and trash may only be emptied into the trash cans or trash chute provided for this purpose. Official regulations on trash separation (organic waste, residual waste, waste paper bins, etc.) must be obeyed. Bulky or highly flammable waste must be disposed of by other means.
- 3.4. Tenants are prohibited from placing signs, photos and stickers, banners, labels, etc. on the walls/ceilings in all communal areas.
- 3.5. The Lessee is liable for all damage caused by himself or herself in all publicly accessible areas of the building.
- 3.6. The house manager will place the respective room numbers on the mailboxes in the building. For reasons of data protection and to maintain the uniform appearance of THE FIZZ, the attachment of name plates is not permitted.
- 3.7. Installation of outdoor antennas and satellite systems is not allowed. Drilling holes in the walls, ceiling and balcony is strictly prohibited since some utility lines are embedded in the concrete and the Lessee does not know their location. The lines could easily be damaged. The Lessee must reimburse the owner for any costs incurred in connection with the unlawful drilling of holes, in particular in the building wiring.
- 3.8. Structural and technical modifications, as well as work which impacts on security and utility services (e.g. locking systems, gas, water and sanitary facilities, electrical network) are not permitted. All electrical devices used by the Lessee must bear the EU's CE conformity marking.
- 3.9. Communal spaces and study rooms may only be used for parties and celebrations after prior consultation with the house managers.
- 3.10. Floor hallways and emergency exits may not be used for parties or celebrations.
- 3.11. Bicycles may not be parked in living areas and/or on the balconies. If provided, a special storage area for bicycles and baby strollers must be used. In addition, bicycles may not be parked in the courtyard.
4. Consideration & nighttime quiet
- 4.1. Residents in our THE FIZZ student residence should have the opportunity to study and do their academic work undisturbed. Living together in THE FIZZ requires special consideration to be exercised. Disturbing other residents is prohibited. Noise such as loud music, slamming doors, etc. should be avoided. Televisions and radios should be set to moderate volume. Noisy shoes, e.g. clogs, must be used with great consideration.
- 4.2. Silence must be observed in the living area from 10pm to 7am.
- 4.3. Nighttime quiet is in effect from 10pm to 7 am in communal rooms. Designated communal areas may still be used between 10pm and 12 midnight at moderate noise levels provided no other residents are disturbed. The house manager will inform the Lessee which communal rooms fall under this exemption.
5. Fire prevention
- 5.1. Fire safety in the building is an important requirement. After moving in, the Lessee shall acquaint himself or herself with fire safety precautions, emergency exits and alarm systems and to act in a manner that prevents fires.
- 5.2. Fire safety equipment must not be damaged or limited in terms of its function.
- 5.3. Misuse of fire extinguishers is prohibited.
- 5.4. Bicycles, baby strollers, scooters, beer crates and other items may not be placed in the hallways, stairwells or in the forecourts of the apartment.
6. Storage
- 6.1. Communal areas on the site and in the building should be kept clear of private storage items. This applies in particular to corridors, stairwells, restrooms, kitchens, TV rooms, balconies, as well as to the open spaces of the residence.
- 6.2. Highly flammable, harmful, hazardous or foul smelling materials/substances may not be kept on the site or in the building.
7. Vehicles / cars / motorcycles / parking spaces
- 7.1. The Lessee shall only be entitled to use the assigned parking space if he/she has a lease agreement. In order to prepare the lease agreement and for security reasons, the Lessee is obliged to disclose the official registration number to the Lessor.
- 7.2. Bicycles may not be parked inside living areas, corridors or stairwells. Bicycles must be parked in the dedicated area/parking space.
- 7.3. Motorcycles, scooters, mopeds and cars must be parked in rented parking spaces or in a garage.
- 7.4. For reasons of traffic and fire safety, access to parking areas and accesses used by fire department vehicles must be kept clear.
- 7.5. The Lessor is responsible for keeping parking spaces, access to buildings and sidewalks free of snow and ice.
- 7.6. The German Road Traffic Act (StVO) is in force across the whole residential site. Signs must be observed. Every road user must conduct himself or herself in a manner which avoids endangering or obstructing others.
- 7.7. If certificates or stickers are issued which authorize individuals to park, they must be affixed to the car.
- 7.8. Parking spaces may only be used for motor vehicles which are operational and registered with the police.
- 7.9. Vehicles may not be parked outside of marked parking spaces, and unauthorized parking in parking spaces is not permitted. Vehicles parked nonetheless will be removed at the expense of the owner.
- 7.10. The lessee of a car parking space agrees to open a German bank account and provide the Lessor with a SEPA direct debit authorization for the collection of rent due.
- 7.11. The Lessor assumes no liability for the safety of vehicles.
- 7.12. Parking spaces may not be sublet and/or transferred to third parties by the Lessee.
- 7.13. Motor vehicles with a valid lease agreement for a car parking space may be parked solely in the designated parking areas. Violations of this regulation – in particular where such violations block access for delivery, waste disposal or emergency vehicles – shall result in the vehicles being towed away at the owner's expense. The associated costs shall be borne by the vehicle owner/Lessee.
8. Radio & TV

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| <p>8.1 Standard connection cable shall be used for radio and television sockets. Manipulation of connector sockets is prohibited.</p> <p>8.2 The Lessee is responsible for registering television and radio equipment.</p> | <p>10.3 notified immediately. The Lessee shall bear the cost of replacement.</p> <p>10.4 If the key/PACO access token is lost, the Lessor shall be entitled to replace the lock at the Lessee's expense. The Lessor shall not be liable if a key/PACO access token to the leased premises is used by unauthorized persons.</p> <p>10.5 The lock installed by the Lessor may not be replaced. Outside doors must always be kept closed.</p> |
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9. Posted notices / Information / FIZZY FIZZ Facebook
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| <p>9.1 Publicly posted THE FIZZ notices on FIZZ Boards which have been provided for this purpose are binding.</p> <p>9.2 Information for THE FIZZ lessees can also be found on the FIZZ Board. In addition, all information and THE FIZZ news will be communicated to the community in the closed Facebook group "FizzyFizz".</p> <p>9.3 The Lessee will be given access to the closed Facebook community by the house manager.</p> | <p>11. Lessor's right of access</p> <p>11.1 The Lessor or its designated agent may enter the leased premises following prior arrangement or posted notice.</p> <p>11.2 In the event of imminent danger, access is permitted at any time and must be granted.</p> <p>12. Smoking ban throughout the building, i.e. smoking is strictly forbidden in the apartment and the communal areas.</p> |
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10. Security
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| <p>10.1 For security reasons, the main door to the building and the door to the floor/door to the apartment and all means of access to the entire property must be kept locked at all times.</p> <p>10.2 Door keys/PACO access tokens must be kept in a safe location. In the event of loss, the house manager must be</p> | |
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