

Tenant agreement with stepped rent

Landlord:

1. For the apartment:

IC FIZZ Generalmieter GmbH & Co. KG

- **Landlord 1** -

represented by

IC Service GmbH

Blumenstr. 28 | 80331 Munich

2. For furnishings, fixtures and the use of the apartment's internet access:

IC Service GmbH

- **Landlord 2** -

Blumenstr. 28 | 80331 Munich

(Hereinafter also collectively referred to as the "Landlords")

Tenant:

First name and surname

Current address:

Landlords' bank account for all payments:

IC FIZZ Generalmieter GmbH & Co. KG

IBAN: DE47 7009 3200 0102 0997 56

BIC: GENODEF1STH

Bank: Volksbank Raiffeisenbank Starnberg-Herrsching-Landsberg

IC FIZZ Generalmieter GmbH & Co. KG has leased the property at Universitätsallee 1-3, Bremen ("The FIZZ") from Württembergische Lebensversicherung AG under a general lease agreement, for the purposes of commercially subletting the thus rented residence to third parties for residential purposes. A Tenant agreement is hereby concluded between IC FIZZ Generalmieter GmbH & Co. KG as Landlord of the apartment (Landlord 1) and the Tenant for an apartment in a student residence within the meaning of Section 549, paragraph 3 of the German Civil Code (BGB). In this same document, a Tenant agreement is concluded between IC Service GmbH as Landlord of the furnishings of the apartment and the internet access (Landlord 2), and the Tenant. In the event of termination of the general lease agreement between Württembergische Lebensversicherung AG and IC FIZZ Generalmieter GmbH & Co. KG, the Lessor of IC FIZZ Generalmieter GmbH & Co. KG (currently Württembergische Lebensversicherung AG) shall, at such time, enter into the present lease agreement as the Lessor, in accordance with Section 565 BGB.

Section 1 Landlord Property

1. As **Landlord Property 1, Landlord 1** leases apartment No. __ consisting of an entrance area, shower room, living / sleeping room in its student residence "THE FIZZ Generalmieter", Universitätsallee 1 in 28359 Bremen (hereinafter also called "The FIZZ") for residential purposes. The apartment may only be occupied by the persons listed as Tenants on page 1. Multiple tenants shall be jointly and severally liable.

Landlord 1 leases the apartment according to the occupancy concept visible at www.the-fizz.com. The Tenant agrees to submit current proof of enrolment each semester to **Landlord 1**, represented by IC Service GmbH, without being requested to do so. Proof of enrolment shall be sent to the email address: service@the-fizz.com. The Tenant is furthermore obliged to immediately inform **Landlord 1** of his or her removal from the register of students.

Landlord 1 shall be entitled to terminate the Tenant agreement for convenience by giving three months' notice as of the end of a calendar month in the following circumstances:

- in the event that residents furnished false information during the application process
- if the individual(s) is no longer enrolled
- in the event that residents have Landlord another apartment in the vicinity of The FIZZ
- in the event that examinations have been completed and no second degree is immediately pursued

2. **Landlord 2** leases, as **Landlord Property 2**, the furnishings as they are listed in detail in the handover report. The handover report is part of the Tenant agreement. In addition, use of the internet access (wired and/or wireless) comprises a part of **Landlord Property 2**. The Tenant agrees to comply with the requirements concerning use of the internet in accordance with the **Acceptable Use Policy** enclosed as **Attachment 2**, which is part of the Tenant agreement. **Landlord Property 1** and **Landlord Property 2** are hereinafter also referred to as "Landlord Property".

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

4. 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 Tenant's name and address, the Tenant must also furnish the apartment number so that correspondence can be delivered to him or her.

use. The Tenant begins on ____ and ends on ____, without the need for termination. Ordinary termination is excluded during this period. The right to extraordinary termination remains unaffected.

2. Following the end of the Tenant – and contrary to Section 545 BGB – no tacit renewal of the Tenant occurs by continuing to use the apartment.

3. Notwithstanding Section 1, the Tenant shall have the exceptional right of termination

a) with three months' notice as of 30 September of each year

b) with four weeks' notice as of the end of the month if a suitable new Tenant designated by the Tenant who is also enrolled as a student at a university or college enters into a Tenant agreement with the Landlord for the aforementioned apartment and said agreement continues this Tenant agreement without interruption and is based on a subsequent Tenant agreement period of at least 6 months as of 30 September.

4. The expiration of the Tenant agreement for **Landlord Property 2** is subject to the termination of the Tenant for **Landlord Property 1**.

5. The termination of the Tenant agreement for **Landlord Property 2** may solely be exercised by the parties in conjunction with the termination of the Tenant agreement for **Landlord Property 1**. The parties agree that notice of the termination of the Tenant agreement solely for **Landlord Property 2** is not allowed. In the event that the Tenant has cause for extraordinary termination without notice vis-a-vis **Landlord 2**, **Landlord 1** shall also recognize the said cause of termination with respect to **Landlord Property 1**, such that the Tenant may extraordinarily terminate both Tenant agreements without notice.

6. Termination of the Tenant agreements must be made in writing and shall be brought to the attention of IC Service GmbH, Blumenstraße 28, 80331 Munich, which is authorized by **Landlord 1** to receive said notice.

§ 3 Rents / Operating costs / Stepped rent

1. The monthly rent to be paid to **Landlord 1** for **Landlord Property 1** is as follows

a) Rent	€ .00
b) Flat fee for operating costs	€ .00
Total	€ .00

2. The monthly rent to be paid to **Landlord 2** for **Landlord Property 2** is as follows

Furniture rental	€ .00
Media usage	€ .00

whereby each item includes Value Added Tax currently in the amount of 19%

Section 2 Term of Tenant / Exclusion of ordinary termination

1. The Landlord Property is only Landlord for temporary

3. Thus, the monthly payable amount to the Landlords totals
Total € .00
4. In addition to the payment of rent, the Tenant shall bear operating costs pursuant to Section 2, nos. 1-17 of the German Regulation on Operating Costs (Betriebskostenverordnung) and the costs of maintenance of fire extinguishers, electrical lines and gas lines, gutter cleaning, and maintenance of the roof. These operating costs to be paid by the Tenant, including heating and hot water costs, will be assessed to the Tenant in prorated manner 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 provided.
5. Due to the fact that electricity costs are included in the flat fee for operating costs, the Tenant is only entitled to operate refrigerators, stoves, air conditioners and electric heaters of any kind in the apartment with the written permission of **Landlord 1**.
6. **Landlord 1** is entitled to assess increases in operating costs against the Tenant in prorated manner by declaration made in writing. The reason for the assessment shall be cited. The Tenant shall be liable to pay the portion of the charge apportioned to him or her as of the beginning of the second month following the said declaration. **Landlord 1** is also entitled to assess accrued increases in operating costs retroactively, however for a maximum period starting with the commencement of the calendar year which precedes the announcement of the increase.
7. **Landlord 2** shall provide a House Manager service, the use of common areas, community facilities in the building and in the outdoor area, as well as make available the use of rental devices such as a Playstation, iron and ironing board, vacuum cleaner, board games, etc. and shall periodically organize "The FIZZ" events, in which solely tenants may participate. For these services, the Tenant is obliged to pay **Landlord 2** a one-time **service fee** in the amount of €195.00 to be remitted onto the Landlords' account specified in Section 4, paragraph 1. Payment must be made to **Landlord 2** by the date of the handover of **Landlord Property 2**.
8. Following the expiration of the first year after the commencement of the Tenant, the base rent shall increase to € __.00.
Following the expiration of the second year to € __.00.
Following the expiration of the third year to € __.00.
and following the expiration of the fourth year, if applicable, the increase in rent shall be based on the statutory provisions.
9. **Landlord 1** 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.

§ 4 Deposit

1. In order to secure all claims by **Landlord 1** under the Tenant agreement for **Landlord Property 1**, the Tenant shall, no later than 14 days before the start of the Tenant, pay **Landlord 1** a Tenant deposit equivalent to three months' rent pursuant to Section 3, paragraph 1, item a) for the apartment (without flat-fee for operating

costs).

The Tenant shall, at the beginning of the Tenant agreement, remit the Tenant deposit in the amount of € _____ onto the account of **Landlord 1**:

IC FIZZ Generalmieter GmbH & Co. KG

IBAN: DE47 7009 3200 0102 0997 56

BIC: GENODEF1STH

Bank: Volksbank Raiffeisenbank Starnberg

Section 551, paragraph 2 BGB remains unaffected.

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

§ 5 Method of Payment (SEPA Direct Debit) of the rents for the Landlord properties and the flat-fee operating costs

1. The rents and the flat-fee for operating expenses shall be paid in advance for the entire duration of the Tenant 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 Landlords' account (see page 1).
2. Rents totaling € _____ for the first month, in addition to the flat fee for operating costs, shall be paid onto the Landlords' account specified in Section 4, paragraph 1 by the commencement of the Tenant pursuant to Section 2, paragraph 1. Subsequent rents will be deducted from a checking account to be provided by the Tenant, together with the flat-fee operating costs.
3. The Tenant is obligated to give the Landlord the attached authorization for direct debit. In the event that the account is changed, the Landlords shall be immediately informed so that a new debit authorization can be provided. Valid SEPA information must be sent via email to the following addresses no later than 14 days after the commencement of the Tenant term:
rentalaccounting@the-fizz.com.
4. The Tenant must pay the Landlords for any expenses which are incurred in the event that the debit is not honored.

§ 6 Other obligations of the Tenant

1. The **Landlord property** may solely be used for residential purposes. Use for business or commercial purposes is prohibited.
2. The Tenant must ensure regular and adequate heating and ventilation of **Landlord Property 1**.
3. The Tenant must treat the **Landlord Property** and the areas and spaces available for general use, together with their furnishings, with care and observe the attached house rules.

The Tenant is responsible for cleaning and maintenance of the **Landlord properties**. This includes the exterior windows and exterior window sills (this includes the windows that can be opened). In the event that the Tenant fails to fulfill these obligations or only does so to an inadequate extent, after a deadline to remedy the situation has passed without remedy the Landlord shall be entitled to hire a company to perform this work at the expense of the Tenant.

4. The Tenant is obligated to immediately register the

broadcast devices used in **Landlord Property 1** with Deutschlandradio Beitragsservice. License fees shall be borne separately by the Tenant and are not included in the flat fee for operating expenses.

5. The Tenant is obligated to register or de-register at the local Residents' Registration Office when moving in or moving out.
6. The installation of outdoor antennas on the exterior of **Landlord Property 1** is not allowed. The Tenant must remove unauthorized outdoor antennas at his or her own expense and restore the original condition of the premises.
7. The Tenant shall bear the cost of replacing lighting sources. When moving out, all sources of light must be returned in the same type and wattage and be in good working condition.

Section 7 Sublease
Subleasing **Landlord Properties 1 and/or 2** or parts of the Landlord properties is subject to permission from the respective **Landlord**.

Section 8 Modifications to the Landlord Properties 1 and 2 by the Tenant

1. Modifications, in particular fittings and conversions, installations or the like with respect to **Landlord Property 1** may only be undertaken with the permission of **Landlord 1**, and must be dismantled before returning the Landlord property.
2. Modifications to **Landlord Property 2** are prohibited.

Section 9 Pets and animals
In consideration of all of the residents, the responsibility of **Landlord 1** and in the interest of sound management of the building and the residents' apartments, keeping animals is prohibited. This takes into account both the close proximity of the apartments within the building and the spaces, areas and associated facilities provided for communal use, as well as the different cultural and religious upbringing of the residents of the building.

Section 10 Defects in the Landlord properties / Tenant's duty to notify and liability / Insurance

1. If, during the Tenant term, a defect which is not minor in nature becomes apparent in **Landlord Property 1** or **Landlord Property 2** or it becomes necessary to take precautions against anticipated damages or hazard to the Landlord properties of the building, the Tenant shall immediately notify **Landlord 1 and 2** thereof.
2. The Tenant shall be liable for any damages which result from the culpable breach of his or her duty of care and duty to notify. This also applies to damage caused by improper operation and handling of equipment and technical facilities as well as by inadequate heating or ventilation, or insufficient protection against frost.
3. The Tenant is also liable for the negligence of family members, visitors, lodgers and all persons residing with his or her consent in the building or in the apartment.
4. **Landlord 1** shall maintain common-use areas, spaces, their fixtures, facilities and accesses in proper condition.

In the event of damage to these for which the Tenant is liable, **Landlord 1 and/or Landlord 2** may, after unsuccessfully requesting that said damages be remedied and giving the Tenant a deadline to do so, make good the damages at the latter's expense.

5. The Tenant agrees vis-a-vis **Landlord 2** to obtain liability insurance for the furniture with adequate coverage for the duration of the Tenant term and which also includes liability cover for rented items. Proof of coverage must be sent to the following email address: service@the-fizz.com no later than 14 days following the start of the Tenant.

In addition, the Landlord advises the Tenant to take out homeowner's insurance for his or her personal items since the Tenant may potentially have to bear any costs associated with damage that has not been caused by the Landlord.

Section 11 Tenant regulations
The tenant regulations attached to this contract as **Annex 3** are an integral part of the Tenant agreement. The tenant regulations may be changed unilaterally by **Landlord 1** if necessary to maintain order or for management reasons. In such instances, the Landlord will inform the Tenant of the new tenant regulations.

Section 12 Cosmetic repairs to Landlord Property 1

1. The Tenant shall be responsible for cosmetic repairs to **Landlord Property 1** during the Tenant term, to the extent they are necessary in light of the condition of the Landlord property.
2. Cosmetic repairs include painting or wallpapering the walls and ceilings, painting the floors, the radiators including the heating pipes, the interior doors and the windows and exterior doors on the inside, as well as the other wooden parts inside the dwelling.
3. All work is to be carried out professionally.
4. In the event that the Tenant fails to perform required cosmetic repairs during the Tenant term, the Tenant must perform the outstanding work no later than as of the end of the Tenant term.
5. When returning the Landlord premises at the end of the Tenant, the walls and ceilings must be painted or wallpapered in neutral, opaque, bright colors or wallpaper. Sentence 1 does not apply to the parts of the Landlord premises which followed a different color scheme at the time of handover to the Tenant.
6. Lacquered wooden parts are to be handed back in the same shade of color they were in as of the start of the Tenant. Painted wooden parts may also be returned painted white or light colors.
7. The preceding paragraphs are not applicable if and insofar as the contractual parties have reached and concluded a different individual agreement.
8. **Landlord 1** is not obligated to perform cosmetic repairs.

Section 13 Return of the Landlord Properties

1. At the end of the Tenant, the Tenant shall return **Landlord Property 1** completely empty of any items brought in by the Tenant, and in accordance with the regulations in Section 14. Damage to the Landlord property for which the Tenant is responsible shall be repaired.

2. The Tenant shall be liable to pay for any damages to **Landlord Property 1 and/or 2** or for the loss of individual items from **Landlord Property 2** or the furnishings and fixtures located in the jointly used rooms. The Tenant acknowledges that, in the event of damage to the interior of **Landlord Property 1** and damage to and/or the loss of **Landlord Property 2** or parts thereof, the Tenant will be required to prove that he or she is not responsible for said damage or loss.
3. Furnishings, fixtures and installed items with which the Tenant has equipped **Landlord Property 1** must be removed and the premises restored to their original state, unless otherwise agreed with **Landlord 1**.
4. Section 1, paragraph 2 of this agreement applies to the return of the set of keys. Unless otherwise agreed, the set of keys and the access token are to be personally returned to the representative authorized by **Landlord 1** (IC Service GmbH or house manager).

Section 14 Handover and return of the Landlord property

1. All returns of keys and the access token, as well as the handover and acceptance of the apartment when the Tenant moves in and out, must be completed in full and can only be performed during the office business 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 Tenant shall return **Landlord Properties 1 and 2** in the contractually agreed condition.
3. In the event that the **Tenant** fails to show up on the acceptance date, acceptance of **Landlord Properties 1 and 2** will be performed in the absence of the Tenant. The certificate of acceptance (and, if necessary, photographs showing damage) will be sent to the **Tenant** via email.

Section 15 Right of entry

1. In order to determine the need to perform work or the condition of the Landlord property, Landlord 1 is entitled to enter Landlord Property 1 after arranging a date for viewing with the Tenant. Landlord 1 may include other persons for this purpose or solely have a third party conduct the visit.
2. In the event of termination and re-Tenant, or if the apartment is intended to be sold, the Tenant shall permit inspection on business days between the hours of 9am-1pm and 3pm-7pm, as well as between 11am-1 pm on Sundays and public holidays. When work is being carried out, this obligation shall be in effect during the working hours of the relevant laborers and, in cases of imminent danger, at any time of day or night.
3. If the Tenant intends to remain away from the apartment for several days, the keys must be kept in an easily accessible location which **Landlord 1** is informed of in writing. Otherwise, **Landlord 1** shall have the right to have the Landlord premises opened at the expense of the Tenant in urgent cases.

Section 16 Landlords' liability

1. The strict liability of **Landlords 1 and 2** for damages for material defects which exist as of the conclusion of the contract (warranty liability) for their respective Landlord

- property is excluded. Section 536, paragraph 1, 1st alternative German Civil Code does not apply in this respect.
2. **Landlord 1 and 2** and their vicarious agents shall be liable for intent and gross negligence. For slight negligence, they are liable only for the breach of essential or typical contractual obligations. This exclusion of liability does not apply to the injury of life, limb, health, liberty or sexual self-determination which is based on a negligent breach of duty by the Landlords or an intentional or negligent breach of duty by a legal representative or vicarious agent. Furthermore, the exclusion of liability does not apply if the Landlords warrant certain features of the Landlord property or fraudulently conceal a defect.
3. The exclusion of liability shall not be in effect for damages for which the Landlords have insurance cover or for which the Landlords can successfully seek recourse against a third party.

Section 17 Data privacy and declaration of informed consent pursuant to Section 4 Federal Data Protection Act

Processing of personal data is done on the basis of Section 28 of the Federal Data Protection Act specifically in order to fulfill the business purposes of the Landlords.

The Tenant has been informed that, as part of contract management, the Landlord saves contractually pertinent data on data storage media and that the data is stored, processed and transmitted to third parties (e.g.

Owner (being the main Lessor as well) of Leased Property 1, property management, accounting services, estate agents, prospective buyers, tax advisors, affiliates within the meaning of Section 15 et seq. Federal Data Protection Act) in line with the provisions of the Federal Data Protection Act (BDSG).

Said storage and transmission may be revoked at any time with future effect. In the event that this is not precluded by regulations on retention under the tax code or other laws, this personal data will then be deleted or otherwise blocked.

Section 18 Video monitoring

1. According to judicial rulings, **Landlord 1** must inter alia ensure that the Tenant is not harassed or potentially endangered by "unwanted visitors" in the stairwell, underground car parks or empty apartments. In light of cases of vandalism in the Landlord's FIZZ buildings and underground car parks and/or at its affiliated companies, Landlord 1 had decided to monitor the entrance area and the common areas of The FIZZ and underground parking **by means of a video camera**.
2. This monitoring will be 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 tenable.
3. The Landlord space and the doors to the Landlord space are not monitored. The latest survey of tenants by Landlord 1 and its affiliated companies revealed that no one

objects to video monitoring. On the contrary, tenants even request/welcome video surveillance since it makes them feel safer.

4. Video monitoring only records images, and no sound recordings of the aforementioned areas are created. Recorded images will be stored electronically for a period of up to 14 days and then immediately overwritten.
5. The recorded images will only be reviewed and stored for a longer period of time in case of suspicion that crimes have been committed. The electronic storage location for recorded images is password protected. Access to these recordings is limited to solely the house manager and/or his or her representative(s) as well as the IT service provider of Landlord 1, all of whom are sworn to secrecy. In the event that there is suspicion that a crime has been committed, the house manager reports solely to the management of Landlord 1, which can then inspect the video recordings.
6. The Tenant consents to the recording of video images

Section 21 Transfer of the lease agreements

1. The Lessee hereby irrevocably agrees to the transfer of the lease for Leased Property 1 and the lease deposit pursuant to Section 4 to the owner and main Lessor of Leased Property 1. At the request of the owner, the Lessee agrees to conclude a corresponding, valid supplement to the lease agreement (Section 550 BGB). At the time of transfer of the lease, in the place of Lessor 1 the owner shall enter into the lease agreement for Leased Property 1 and Lessor 1 shall exit the lease agreement together with all rights and obligations.

Place and date

Tenant

and the electronic storage of recordings of the entrance area and the public areas of The FIZZ and the underground garage by means of video cameras, and shall ensure that the 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

Legal venue is the head office of the respective Landlord unless the Tenant has no general legal venue in Germany or the party to be pursued via litigation transfers their domicile or habitual residence abroad following the conclusion of the contract or their domicile or habitual residence at the time legal action is brought is unknown.

Section 20

Applicable law

This contract is subject to the laws of the Federal Republic of Germany.

2. The Lessee hereby irrevocably agrees to the transfer of the lease for Leased Property 2 to any future acquirer of Leased Property 2. At the request of the acquirer of Leased Property 2, the Lessee agrees to conclude a corresponding, valid supplement to the lease agreement (Section 550 BGB). At the time of transfer of the lease, in the place of Lessor 2 the acquirer shall enter into the lease agreement for Leased Property 2 and Lessor 2 shall exit the lease agreement along with all rights and obligations.
3. In the aforementioned cases, the Lessee agrees to grant the respective new Lessor a new SEPA direct debit mandate pursuant to Section 5.

Place and date

per pro _____
Landlord 1

Landlord 2

Notice of right of cancellation

Right of cancellation

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

Name: IC FIZZ Generalmieter GmbH & Co. KG or IC Service GmbH

Address: Blumenstraße 28, 80331 Munich

Phone number: 089 – 90 40 60 700 - 10

Fax number:

Email address:

by means of an explicit declaration to this effect (e. g. a letter sent by regular mail, by fax or email).

You may use the attached cancellation form template to do so, however this is not mandatory.

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

Consequences of cancellation

If you cancel this contract, we must 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 contract. We will reimburse you using the same payment method you used for the original transaction, unless we expressly agreed on another arrangement with you. In no instance will you be charged fees in connection with this reimbursement.

In the event that you requested that service begin during the cancellation period, you must pay us a reasonable amount that corresponds to the percentage of the services already performed up to the time you inform us that you will exercise your right of cancellation vis-a-vis this contract, compared to the overall extent of services provided for in the contract.

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

(Place and date)

(Tenant's personal signature)

Annex for right of cancellation

Cancellation form template

If you wish to cancel the contract, please fill out this form and return it to us. To:

Name:
Fax number:
Email address:
I/we hereby cancel the Tenant contract concluded by me/us dated:
Name of consumer(s):
Address of consumer(s):

_____, _____
(Place and date)

(Tenant's personal signature)

House Rules

Living together in THE FIZZ requires special mutual consideration on the part of residents. Annoying and disturbing co-residents must be avoided. The Tenant agrees to maintain peace and quiet in the building and to take mutual consideration of other residents. Mutual consideration, the willingness to jointly control conflicts and tolerance are all indispensable prerequisites for living together in THE FIZZ.

1. Living in THE FIZZ.

- 1.1 Persons may only live in the building after a valid Tenant agreement has been concluded. The same applies to the use of all communal areas and the use of the underground car park. Friends and acquaintances are welcome to stop by for visits. The Tenant must notify the house manager in advance if a friend or acquaintance will be spending the night.
- 1.2 The conclusion of a Tenant agreement for a THE FIZZ student residence building requires prior proof of matriculation.
- 1.3 The Tenant agrees to obtain liability insurance with sufficient cover amount from a German insurance company for the living area Landlord by him or her. When moving in, the Tenant must present and provide the Landlord with a copy of the insurance policy. The Landlord additionally recommends that the Tenant obtain household insurance.
- 1.4 The Tenant agrees to open a German bank account and provide the Landlord with a SEPA direct debit authorization for the collection of rent which is due.
- 1.5 The Landlord or his designated agent may enter the Landlord premises following prior arrangement or posted notice. In the event of imminent danger, access is permitted at any time and must be allowed.

2. Use of the Landlord living area.

The Landlord premises entrusted to the Tenant for use must be treated with care and protected from damage. Among others, the following rules are in effect in this respect:

- 2.1 Furnishings may not be removed or installed in the Landlord premises without the consent of the Landlord. In the event that the owner gave permission to install the Tenant's own furniture or other fixtures, all such items must be removed from the building no later than the expiration of the Tenant term. In the event that the Tenant fails to fulfill this responsibility, the owner will remove such items at the expense of the Tenant.
- 2.2 The Tenant must immediately notify the house manager of necessary repairs and defects.
- 2.3 Tenants must keep rooms sufficiently neat to permit visitors to be shown around at any and all times.
- 2.4 Technical equipment in the Landlord premises must be used in accordance with the operating instructions which are handed out 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 placed on 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 Landlord residential unit.
- 2.10 Floors, windows, doors and co-Landlord furnishings may only be cleaned with commercial cleaners suitable for this purpose. Natural wood must be regularly treated with the appropriate polishes. Cleaning and care instructions must be observed.

- 2.11 No objects/food remnants which could cause blockages may be thrown into the toilet or other drains. Discharge siphons are to be maintained in usable condition at the Tenant'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 allowed.
- 2.14 During storms or when absent, doors and windows must be kept properly locked.
- 2.15 The Tenant is liable for damages caused by negligence.
- 2.16 The Tenant must immediately file a report with the house manager if vermin or pests are detected in the Landlord premises. A delay or failure to file the report shall result in the loss of the Tenant's potential claims against the Landlord.
- 2.17 Installing and operating additional household appliances such as cooking plates, washing machines, dishwashing machines, electric clothes dryers, refrigerators 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 and the like may not be emptied and/or thrown from windows or the balcony into the courtyard, the yard, onto the roof or into the gutters.
- 2.19 The balcony may solely be used in the normal manner. The storage of refuse, junk etc. and usage as a storage area is not permitted.
- 2.20 Barbecuing is not allowed on the balcony.
- 2.21 Carpets, bedcovers, coverings, upholstered furniture and similar items may not be cleaned in the stairwell, in windows or on the balcony.
- 2.22 The Tenant 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 if minor in nature.
- 2.24 Personal property and items of value must be kept securely locked away.
- 2.25 The Tenant 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 Care should be taken to be economical when consuming water, electricity, hot water and space heating. For extended absences, the Tenant must turn down the heat and keep windows closed.
- 2.27 The Tenant must ensure adequate ventilation. During hot weather, this can be suitably accomplished by a full airing several times a day to replace the air. Continuously tilting the window sash causes significant energy loss, which should be avoided.
- 2.28 Subletting and/or relinquishing the Landlord living area to third parties by the Tenant is prohibited.

3. Use of communal facilities in THE FIZZ

Communally accessible building facilities must be treated with care when used, and damage should be avoided. The Tenant is therefore obligated to observe the following:

- 3.1. The Tenant must take care to avoid unnecessary consumption of water and electricity in communally used areas of the building. The Tenant must also prevent unauthorized use of building facilities.
- 3.2. Communal spaces must be cleaned immediately following their use. This also applies to technical equipment which has been provided in the communally used facilities. Refrigerators must be periodically cleaned, and defrosted at least once every 4 weeks. Stoves (including ovens), washing machines and dryers in the central washing machine room must be cleaned immediately after use (wipe up spilled detergent!).
- 3.3. Sweepings and trash may only be emptied into the trash cans or trash chute provided for this purpose. Official regulations regarding trash separation (organic waste, residual waste, waste paper bins, etc.) must be observed in this context. 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 Tenant is liable for all damages 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 privacy and to maintain the uniform appearance of THE FIZZ, name plates are not permitted to be attached.
- 3.7. Installation of outdoor antennas and satellite systems is not allowed. Drilling holes in the walls, ceiling and balcony is strictly prohibited since utility lines are partially embedded in the concrete and the Tenant does not know their location. The lines are easily damaged. The Tenant 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 safety and utility services (e.g. locking systems, gas, water and sanitary areas, electrical network) are not permitted. All electrical devices used by the Tenant 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 escape routes 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 carriages is to 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 undisturbed and do their academic work. Living together in THE FIZZ necessitates special consideration to be practiced. Disturbing other residents is prohibited. Noise such as loud music, slamming doors, etc. should be avoided. Televisions and radios should be used at low volume. Shoes which produce loud footfall, e.g. clogs, must be used with great care.
- 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 areas. Designated common areas may still be used between 10pm and 12 midnight at low noise levels as long as no other residents are disturbed. The house manager will inform the Tenant of which common areas fall under this exemption.
5. Fire prevention
- 5.1. Fire safety in the building is an important requirement. After moving in, the Tenant is obligated to acquaint himself or herself with fire safety precautions, emergency exits and alarm options and to act in a manner that prevents fires.
- 5.2. Fire safety equipment must not be damaged or limited in its function.
- 5.3. Misuse of fire extinguishers is prohibited.
- 5.4. Bicycles, strollers, scooters, beer crates and other objects may not be placed in the hallways, stairwells or in the forecourts of the apartment.
6. Storage
- 6.1. Jointly used areas on the property and in the building should be kept clear of private storage items. This particularly applies to the corridors, stairwells, restrooms, kitchens, TV rooms, balconies, as well as to the open spaces of the residence.
- 6.2. Highly flammable, harmful, dangerous or malodorous substances may not be kept on the grounds or in the building.
7. Vehicles / cars / motorcycles / parking spaces
- 7.1. The Tenant shall only be entitled to use the assigned parking space after concluding a Tenant agreement. In order to prepare the Tenant agreement and for safety reasons, the Tenant is obligated to disclose the official registration number to the Landlord.
- 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 Landlord 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 on all dormitory premises. 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.
- 7.8. Vehicles may not be parked outside of marked parking spaces, and unauthorized parking in parking spaces is not allowed. Vehicles nevertheless parked will be removed at the expense of the owner.
- 7.9. The renter of a car parking space agrees to open a German bank account and provide the Landlord with a SEPA direct debit authorization for the collection of rent which is due.
- 7.10. The Landlord does not assume any warranty for the safety of vehicles.

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| <p>7.11 Parking spaces may not be sublet and/or relinquished to third parties by the Tenant.</p> <p>7.12 Motor vehicles with a valid rental agreement for a car parking space may solely be parked in the associated designated parking areas. Violations of this – in particular where access for deliveries, waste disposal or emergency vehicles is blocked – shall result in the lawful towing of vehicles at the owner's expense. Associated costs shall be borne by the vehicle owner/Tenant.</p> <p>8. Radio & TV</p> <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 Tenant is responsible for registering television and radio equipment.</p> <p>9. Posted notices / Information / FIZZY FIZZ Facebook</p> <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 renters 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 Tenant will be given access to the closed Facebook community by the house manager.</p> <p>10. Safety</p> | <p>10.1 For reasons of safety, the 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 notified immediately. The Tenant shall bear the cost of replacement.</p> <p>10.3 If the key/PACO access token become(s) lost, the Landlord shall be entitled to replace the lock at the Tenant's expense. The Landlord shall not be held responsible if a key/PACO access token to the Landlord premises is used by unauthorized persons.</p> <p>10.4 The lock installed by the Landlord may not be replaced.</p> <p>10.5 Outside doors must always be maintained closed.</p> <p>11. Landlord's right of access</p> <p>11.1 The Landlord or his designated agent may enter the Landlord 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> |
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SEPA Direct Debit Mandate for SEPA Core Direct Debit Scheme

Name and address of payment recipient (creditor)

Recurrent Payments

1. **IC FIZZ Generalmieter GmbH & Co. KG**
- Landlord 1 -
represented by
IC Service GmbH
Blumenstraße 28, 80331 Munich
2. **IC Service GmbH**
- Landlord 2 -
Blumenstraße 28, 80331 Munich

(CI/Creditor Identifier)

DE48ZZZ00001918195

[Mandate reference]

hier müsste PEX automatisch die Tenancy-ID eintr.

(Tenant per the Tenant agreement)

hier müsste PEX automatisch den Mieternamen eintragen!

(first debit to occur on)

hier müsste PEX den Mietvertragsbeginn eintragen!

The amounts to be debited are in the Tenant agreement.

SEPA Core Direct Debit Mandate

I/We hereby authorize

[name of payee]

IC FIZZ Generalmieter GmbH & Co. KG / IC Service GmbH

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

[name of payee]

IC FIZZ Generalmieter GmbH & Co. KG / 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, number, post code, city

Bank

BIC

IBAN

Place, date

Signature (payer)