

## Bitte beachte

Bei dem folgenden Dokument handelt es sich um einen **Mustermietvertrag**.

Er dient der Information zu Vertragsbedingungen, unabhängig von Mieten, Kaution oder sonstigen Kosten.

Für Bankverbindungen, Beträge und genaue Mieterperioden beachte bitte ausschließlich deinen eigenen Vertrag.

## Please Note

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

It serves to provide information on contractual conditions, regardless of rents, deposits or other costs.

For bank details, amounts an exact rent period, please refer exclusively to your own contract.

## Booking Overview

Rental, Service and Internet Usage Agreement	
<b>1. Contract number</b>	XXX
<b>2. Rental Property / Object of this Agreement</b>	Apartment No. XXX XXX, XXX, XXX XXX <i>(P. 2, § 1.1)</i>
	Rental of furniture <i>(P. 2, § 1.1)</i>
	Move-In-Process and THE FIZZ Service <i>(P. 5, § 11)</i>
	Use of Internet access <i>(P. 5, § 14)</i>
<b>3. Term of this Agreement</b>	XXX through XXX <i>(P. 7, § 16.1)</i>
<b>4. Notice period</b>	With a notice period of four weeks to the end of the month, if a suitable subsequent lessee named by the current Lessee is provided, who concludes a rental agreement with a minimum term of 6 months ending September 30 of a year. <i>(P. 7, § 16.6)</i>
<b>5. Transfer by the Lessee at least 14 Days before the Contract Commencement (in EUR)</b>	<b>Rental Security Deposit: XXX</b> <i>(P. 3, §§ 3.1, 3.2)</i>
<b>6. Method of payment for first payments (in EUR)</b>	<b>Transfer by the Lessee totalling: XXX</b>
<b>7. Bank details of the Lessor (only for Rental Security Deposit)</b>	Account Holder: XXX IBAN: XXX BIC/SWIFT: XXX Bank Name: XXX  Reason for payment/transfer for the first payment according to Para. 5: XXX + XXX
<b>8. Payment by credit card (in EUR)</b>	<b>Admission Fee: XXX</b> <i>(P. 5, § 12)</i>
<b>9. Rent/Payments as of the 1st month (in EUR)</b>	<b>Net Rent exclusive of heating and other additional costs: XXX</b> <b>Lump sum for operating costs: XXX</b> <i>(P. 3, § 2.1)</i>
	<b>Furniture Rent: XXX</b> <i>(P. 3, § 2.2)</i>
	<b>Internet Fee: XXX</b> <i>(P. 6, § 15)</i>
	<b>Grand total for apartment rent, Furniture Rent and Internet Fee: XXX</b>
	<b>Service Fee: XXX</b> <i>(P. 5, § 12)</i>
	<b>Total monthly costs: EUR XXX</b>
<b>10. Method of payment as of the 1st month</b>	Automatic debiting from the Lessee account acc. SEPA Basic Direct Debit Mandates

# Rental, Service and Internet Usage Agreement

**XXX**

XXX  
XXX XXX

"Lessor"

**XXX**

XXX  
XXX XXX

Apartment No.: XXX  
Contract number: XXX

"Lessee"

**International Campus GmbH**

Blumenstr. 28  
80331 Munich, Germany

"Provider"

## PREAMBLE

According to this Agreement, the Lessee receives three service components (rent, service, internet use), which are regulated in this uniform Agreement. This Agreement contains in Part A Special Arrangements that apply to the respective service components, and in Part B to General Arrangements (esp. term, termination, method of payment, liability), which apply to all service components.

## PART A - SPECIAL ARRANGEMENTS

### SECTION I - RENTAL AGREEMENTS - APARTMENT AND FURNITURE

A rental relationship is established between the Lessor and the Lessee for an apartment in THE FIZZ student residence within the meaning of § 549 Para. 3 BGB (German Civil Code).

#### §1 Rental Property, Rental Purpose

1. The Lessor of the student residence "XXX ", XXX, XXX XXX ("THE FIZZ") rents to the Lessee as rental property:
  - a) Apartment no. XXX, consisting of entrance area, shower room, living room ("Apartment"), which is rented for residential purposes and may only be occupied by the persons listed as Lessees in the Preamble; and
  - b) The furnishings listed in the handover protocol ("Furniture" and together with the Apartment "Rental Property") for exclusive use in the Apartment.
2. The mailboxes are marked exclusively with numbers. In addition to the Lessee's name and address, the Lessee must also indicate the number of the Lessee's Apartment so that mail can be delivered to the Lessee.

#### §2 Rent / Operating Costs

1. The monthly rent payable to the Lessor for the Apartment is
  - a) Rent (net rent exclusive of heating and other additional costs) EUR XXX
  - b) Lump sum for operating costs EUR XXX
2. The monthly rent for the Furniture to be paid to the Lessor is XXX ("Furniture Rent").

3. In addition to the rent, the Lessee shall bear the operating costs in accordance with § 2 No. 1 to 17 of the Operating Costs Ordinance as well as the costs of maintenance of fire extinguishers, electric lines and gas lines, gutter cleaning, legionella testing in accordance with the Drinking Water Ordinance and roof maintenance. These operating costs to be borne by the Lessee, including heating, hot water and electricity costs, are covered by the aforementioned lump sum for operating costs under § 2 Para. 1 lit. b). There is no separate billing of operating costs.
4. The replacement of illuminants carried out by the Lessee at the Lessee's own expense; these costs are not included in the lump sum for operating costs. All illuminants must be returned with the same type, watt strength as when the Rental Property was handed over to the Lessee and in working condition.
5. The Lessee is obliged to immediately register radio equipment used in the Apartment with the ARD, ZDF Deutschlandradio-Beitragsservice. The Lessee alone pays the broadcasting fees; they are not included in the lump sum for operating costs.
6. The Lessee is only entitled to operate the Lessee's own refrigerators, cookers, air conditioners, electric heaters of any kind as well as aquariums and terrariums in the Apartment with the written consent of the Lessor. The operating costs for the operation of such equipment, in particular the electricity costs, are to be borne by the Lessee.
7. The Lessor is entitled to transfer increases in operating costs pro rata to the Lessee by means of a declaration in text form; the reason for the levy is to be indicated in the declaration. The Lessee shall owe the part of the levy attributable to the Lessee at the beginning of the second month following the declaration.  
The Lessor is entitled to claim any increases in operating costs incurred retroactively; however, at most from the beginning of the calendar year preceding the declaration of increase.
8. The Lessor is entitled to change the type of heating and hot water supply, in particular to heat contracting or district heating, without the consent of the Lessee.
9. After the first year from the Contract Commencement, the monthly rent (net rent) for the apartment increases  
as of the second year to EUR           XXX  
as of the third year to EUR           XXX

### §3 Rental Security Deposit

1. The Lessee shall provide the Lessor with a rental security deposit in the amount of EUR XXX to secure all claims of the Lessor arising from the rental relationship regarding the Apartment ("Rental Security Deposit"). This should be done 14 days before the Contract Commencement.
2. The Lessee shall transfer the Rental Security Deposit to the following account of the Lessor:  
Account Holder: XXX  
IBAN: XXX  
BIC/SWIFT: XXX  
Bank Name: XXX
3. In the event of changes to the rent or the monthly lump sum for operating costs, the Lessor has the right to adjust the amount of the security deposit within a period of two weeks, taking into account the increase that has occurred in the meantime in accordance with § 315 BGB (German Civil Code).
4. The Lessor is not obliged to pay interest on the Rental Security Deposit, § 551 Para. 3 Sent. 5 BGB (German Civil Code).
5. The Rental Security Deposit is to be repaid to the Lessee no later than three months after the end of the tenancy and the return of the Rental Property by the Lessee. Insofar as claims of the Lessor against the Lessee from or in connection with the rental relationship still exist or may exist at this time, the Lessor is entitled to withhold a reasonable amount of the respective security deposit. For the repayment of the Rental Security Deposit, the Lessee is obliged to provide the Lessor with a valid SEPA account upon handover. If the Lessee does not notify the Lessor of a valid SEPA account, the Lessee shall bear the costs incurred and required for the repayment of the Rental Security Deposit; the Lessor has the right to withhold these costs from the respective sum of the Rental Security Deposit.

### §4 Other Obligations of the Lessee

1. The Rental Property may only be used for residential purposes and not for business and commercial activities.
2. The Lessee is obliged to register and de-register at the responsible Residents Registration Office (Einwohnermeldeamt) when moving in and out.
3. The Lessee may only remove the Furniture or parts of the Furniture from the Apartment during the Contractual Term if it is guaranteed that the Furniture or parts of the Furniture will not be endangered by the transport back and forth. Likewise, the temporary storage of the Furniture or parts of the Furniture outside the apartment must not endanger them. Before the Furniture is removed, the Lessor must be informed about this in text form.
4. The Lessor is not liable – subject to the provisions in § 19 – for theft of individual pieces of or all Furniture.

### §5 Sublease

1. The subletting of the Rental Property requires the written permission of the Lessor.
2. The Lessee is not allowed to hand over the Rental Property to tourists (airbnb, etc.). The use of the Rental Property is – in accordance with the agreed-upon rental purpose in § 1 Para. 1 – approved by public law only for residential purposes. Any commercial re-letting is strictly prohibited and entitles the Lessor to terminate the tenancy without notice. Any infringement in the aforementioned sense will be reported immediately to the relevant authorities (including the trade inspection office, tax office, regulatory office).

## **§6 House Rules**

The House Rules attached to this Agreement as Appendix A are an integral part of this Agreement. The House Rules can be changed unilaterally by the Lessor if this is required for reasons of order or management. The Lessor shall then inform the Lessee of any new rules. In the event of contradictions between the House Rules and the provisions of this Agreement, the provisions of this Agreement shall take precedence.

## **§7 Cosmetic Repairs concerning the Apartment; Maintenance/Repair of Furniture**

1. The Lessee is obliged to carry out or have carried out professionally the cosmetic repairs necessary as a result of the use of the Rental Property inside the premises of the Apartment. Cosmetic repairs include wallpapering, painting or liming the walls and ceilings, painting the floors, painting the radiators including heating pipes, the interior doors, as well as the windows and exterior doors from the inside.
2. The Lessee is obliged to carry out or have carried out the maintenance and repair measures including replacement purchases of the Furniture (in particular illuminants) professionally. Maintenance also includes the necessary maintenance of the Furniture. The above obligations of the Lessee to carry out maintenance and repair measures, including replacement purchases, are excluded if the need for maintenance and/or repair (i) was already present at the time of the handover of the Furniture, (ii) was not caused by the use thereof or (iii) is not attributable to the risk sphere of the Lessee. The assertion of claims for damages by the Lessor against the Lessee due to culpable breaches of duty by the Lessee remains unaffected by the above regulations.

## **§8 Handover and Return of the Rental Property**

1. Upon termination of this Agreement, the Lessee shall have cleaned the Rental Property, vacated it completely, as far as the items brought in by the Lessee are concerned, and handed it over in accordance with this Agreement.
2. The Lessee shall remove the equipment and fixtures with which the Lessee has equipped the Apartment and restore the Apartment to its original condition, unless otherwise agreed with the Lessor.
3. The key, access chip and handover/return of the Apartment must be scheduled and can only be carried out during the opening hours of the office of the House Manager.

## **§9 Right of Entry**

1. In order to determine the necessity of work or the condition of the Rental Property, the Lessor is entitled, if there is a factual reason arising from proper management of the property, to enter the Apartment with the Lessee after prior notice of a viewing appointment. The Lessor may involve other persons for this purpose or have the inspection carried out by third parties. The Lessee is entitled to refuse the inspection for important reasons, provided that the Lessee notifies the Lessor immediately in text form and offers short-term alternative appointments for the inspection.
2. In case of cancellation and re-letting or in case of an intended sale of the Apartment, the Lessee shall allow visitations on working days in the period from 9 a.m. to 1 p.m. and from 3 p.m. to 7 p.m. and on Sundays and public holidays from 11 a.m. to 1 p.m. after reasonable advance notice. When carrying out necessary work, this obligation exists during the working hours of the relevant craftspeople, in cases of urgent danger, even without prior notice at any time of the day or night.

## **§10 Operating Equipment**

1. The Lessor is entitled to transfer to a special purpose vehicle all objects that are the Lessor's property and are left to the Lessee for use and are or could be qualified as operating equipment or, in another form, as property for tax purposes, and is further entitled to hand them over to the Lessee in the Lessor's own name (fiduciary) or in the name of the special purpose vehicle (directly through the special purpose vehicle). The Lessor can make use of this authorisation at any time without restriction, once or several times.
2. The Lessee shall support the Lessor in the execution of the transfer to the best of the Lessee's ability and in particular make all declarations, including to third parties, which may be necessary for this purpose. The Lessor makes it clear that the rent for this operating equipment, including VAT and as agreed upon above, after the transfer has been made, is owed by the Lessee in the statutory amount in each case.

## SECTION II - SERVICE ARRANGEMENTS

### §11 Services

1. The Provider handles the administration and supports the Lessee on-site with the process of moving into THE FIZZ ("Move-In-Process").
2. The Provider provides a House Manager Service in "THE FIZZ". In addition, the Provider provides the Lessee with the use of the common areas, the common facilities within the property and in the outdoor facilities as well as the use of rental equipment, e.g. Playstation, iron and ironing board, vacuum cleaner, board games, etc. and organizes THE FIZZ events at regular intervals, in which only Lessees of THE FIZZ are allowed to participate ("THE FIZZ Service").
3. The parties agree that the Provider offers THE FIZZ Service to all residents of THE FIZZ and has limited capacity. The Lessee is therefore only entitled to share the limited capacities with the other residents of THE FIZZ. If the demand for THE FIZZ Service exceeds the reserved capacity, the Provider shall distribute the reserved capacity according to factual criteria (e.g. order of registrations).

### §12 Admission Fee and THE FIZZ Service Fee

The Lessee shall pay to the Provider for the Move-In-Process (§ 11 no. 1) an admission fee of EUR XXX including VAT as well as for the provision of THE FIZZ Service (§ 11 no. 2) a monthly THE FIZZ Service Fee of EUR XXX including VAT.

### §13 Transfer Service Agreement

The Provider is entitled to transfer the Provider's rights and obligations in accordance with this Section II (§§ 11 through 13) to a company affiliated with the Provider within the meaning of §§ 15 et seq. AktG (Companies Act). The Lessee hereby agrees to such transfers. The transfer must be notified to the Lessee in text form.

## SECTION III - AGREEMENT ON THE USE OF THE INTERNET

### §14 Services

1. The Lessor ensures that the Lessee has access to the Internet via WLAN or LAN in the Apartment and in the communal areas, and will support the Lessee in concluding a telecommunications service contract with an Internet service provider. The Internet service provided by the Internet service provider corresponds to a bandwidth of up to 100 Mbit ("Standard Bandwidth"). The Lessor assumes no warranty for the service of the Internet service provider.  
To clarify, the parties agree that the Lessor does not provide telecommunications services within the meaning of the Telecommunications Act (TKG). Internet use is provided exclusively by the Internet service provider to the Lessee on the basis of the Internet service provider's terms of use ("Terms of Use") to be agreed separately between the Lessee and the Internet service provider. Only the Internet service provider is a service provider within the meaning of § 3 No. 6 TKG (Telecommunications Act).  
The Internet service provider is currently D.T.Net Service OHG. The intermediary reserves the unilateral right to exchange the Internet service provider for THE FIZZ. In doing so, the intermediary undertakes to take the interests of the Lessee into account appropriately; in particular, the intermediary will either ensure that the mediated bandwidth of the Internet is equal or higher or make a reasonable reduction in the Internet Fee.
2. **The Lessee agrees that the Lessor may transfer the following data to the Internet service provider for the purpose of arranging the Internet offer and thus for the conclusion of the Terms of Use: (a) first name, last name, (b) e-mail address, (c) apartment number and (d) rental start and end. The consent to the transfer of this data can be revoked by the Lessee at any time and without providing justification. The revocation can be declared to the Lessor or a representative authorised by the Lessor (currently: International Campus GmbH, Blumenstraße 28, 80331 Munich, Germany). Any such revocation does not affect the legality of the transmission of data that occurred before revocation and that was based on the consent of the Lessee. Furthermore, any such revocation does not affect the contractual obligations of the User.**
3. Internet access takes place after registration of the Lessee in the Apartment and in the communal areas via the applicable access data. The Lessee is obliged to accept the Terms of Use provided by the Internet service provider.
4. The Agreement on the Use of Internet Access begins with the beginning of the lease and ends with its termination, without the need for termination. During this period, ordinary termination is excluded; the right to extraordinary termination remains unaffected.
5. The Lessor may extraordinarily terminate this Agreement on the Use of Internet Access, in particular – without prior warning – if claims are filed against the Provider by third parties for misprision or compensation for damages or for blocking the use of information due to (alleged) violations of the law by the Lessee or if the Provider otherwise becomes aware that the Lessee is accessing the Internet in violation of applicable laws or the conditions set out in this Agreement and at the same time the prerequisites for the termination of the Terms of Use of the Internet service provider are fulfilled. The termination of the Agreement on the Use of Internet Access requires the written form and otherwise does not affect the rental relationship.
6. The Lessee is responsible for the data transmitted during the use of the Internet, the services used and the legal transactions made over the Internet.

7. The Lessee is obliged to comply with the applicable law when using the Internet, not to violate the rights of third parties and not to violate the principles of the protection of minors. Furthermore, the Terms of Use of the Internet service provider must be observed.
8. The Lessee shall indemnify the Lessor from all damages and claims of third parties based on any illegal use of the Internet by the user and/or on any violation of the provisions of § 14 Para. 7; this also extends to all costs incurred by the intermediary due to the claim based on an (alleged) violation of the law and its defence, such as attorney and court costs and expenses. The Lessee is obliged to immediately inform the Lessor if the Lessee has suspicions that a violation of the law has occurred or may occur through the Lessee's use of the Internet or if there is or may be a violation of the provisions of § 14 Para. 7.
9. The Lessee is obliged to keep registration and access data secret and not to make them accessible to third parties without authorisation. The Lessee shall immediately inform the Lessor if the Lessee has suspicions that unauthorised third parties have gained knowledge of the Lessee's access data. The Lessee may not transfer the services provided by the Lessor to third parties for use, either for a fee or free of charge.
10. The Lessor hereby informs the Lessee that the Lessor is not an Internet service provider and the user must assert any warranty claims for the use of the Internet against the Internet service provider.

**§15 Internet Fee**

1. The monthly compensation to be paid to the Lessor for the use of the Internet procured by the Lessor pursuant to § 14 and provided by the Internet service provider with standard bandwidth is a flat rate of EUR XXX including VAT ("Internet Fee"). The Lessor collects the Internet Fee in the Lessor's own name but for the account of the Internet service provider with regard to the use of the Internet with standard bandwidth by the user.
2. The Lessee may have the opportunity to directly book a higher bandwidth than the standard bandwidth with the Internet service provider and, if necessary, to book further services at the expense of the Lessee ("Additional Services"). The Internet Fee remains unchanged even when booking Additional Services. The payment of Additional Services and their processing are carried out directly between the Lessee and the Internet service provider.

**PART B - GENERAL REGULATIONS**  
**(esp. Term, Termination, Payment Method, Liability)**

**§16 Contractual Term / Termination / Student Residence**

1. The contractual relationship begins on **XXX** ("Contract Commencement") and it ends on **XXX**, without the need to provide notice of termination ("Contractual Term").
2. During the Contractual Term specified in § 16 Para. 1, ordinary termination is excluded. The right to extraordinary termination remains unaffected.
3. If the handover of the Rental Property does not occur within 7 days after the Contract Commencement specified in § 16 Para. 1, the Lessor is entitled to a contractual right of withdrawal; the aforementioned contractual right of withdrawal is excluded if the handover fails due to circumstances for which the Lessor is responsible.
4. If the Rental Property is not made available at the agreed time, the Lessee can – subject to the provisions in § 19 – only claim damages if the Lessor is responsible for the delay due to intent or gross negligence. The right of the Lessee to reduce the rent or to terminate without notice due to non-timely granting of use remains unaffected.
5. After expiry of the Contractual Term, there is no tacit extension of the contractual relationship through the continued use of the Apartment (§ 545 BGB (German Civil Code) does not apply in this respect).
6. Deviating from § 16 Para. 1, the Lessee has the right to terminate this contractual relationship with a notice period of four weeks to the end of the month, if the Lessee designates a suitable subsequent lessee who is willing to conclude a rental, service and Internet use agreement with the Lessor and the Provider with a minimum term of six months ending on September 30 of a year, which seamlessly follows this contractual relationship. The subsequent lessee is suitable in the aforementioned sense if said subsequent lessee is an enrolled student at a state-recognised university, solvent and the Lessor and the Provider can objectively be reasonably expected to conclude the agreement. The conclusion of the agreement with the subsequent lessee named by the Lessee is unreasonable in the aforementioned sense, in particular, if the Lessor cannot fulfil the rental agreement with the subsequent lessee named by the Lessee due to the fact that the Rental Property has already been re-let to a third party under the law of obligations. The termination of this contractual relationship is recorded in a corresponding termination agreement. If the Lessee terminates this contractual relationship on the basis of the aforementioned regulation, the Lessee is obliged to pay EUR 150.00 to the Lessor (fee for a subsequent lessee) as compensation for the increased processing costs incurred by the Lessor. The fee for a subsequent lessee fee is due upon return of the Rental Property to the Lessor. The Lessor is at liberty to prove that the Lessor's concrete expenses were higher in individual cases. The Lessee is free to prove that the Lessor has incurred lower expenses than the fee for the subsequent lessee in a specific case.
7. The Lessor rents the Apartment according to the occupancy concept and rotation concept accessible under [www.the-fizz.com](http://www.the-fizz.com). The Lessee shall submit to the Lessor, represented by International Campus GmbH, a current enrolment certificate every semester without being requested to do so, which must be sent to the e-mail address: [service@the-fizz.com](mailto:service@the-fizz.com). The Lessee is also obliged to immediately inform the Lessor if the Lessee unenrolls. The Lessor or the Provider is entitled, within the scope of the Lessor's and the Provider's special right of termination, to terminate the contractual relationship, at the latest, on the third working day of a calendar month to the end of the second month thereafter, if any of the following apply:
  - A residents provides false information when applying;
  - A resident unenrolls;
  - A resident graduates and does not directly begin a second degree.
8. The termination of the contractual relationship must be in writing and, if the Lessee terminates the contractual relationship, must be sent by post to International Campus GmbH, Blumenstraße 28, 80331 Munich, Germany, which is authorised by the Lessor to receive notices of termination.

**§17 Method of Payment (SEPA Basic Direct Debit Mandate)**

1. The payment of the Admission Fee is due immediately. In addition, the rent for the Apartment, the Furniture Rent, the lump sum for operating costs, the Internet Fee and the THE FIZZ Service Fee for the entire duration of the contractual relationship are due for payment in advance on the first working day of each month. The time of crediting to the Lessor's account is decisive for the timeliness of payment. In the case of non-cash payment, the Lessee shall satisfy the Lessee's obligation to make timely payment if, according to the normal course, the Lessee could count on timely crediting to the account designated by the Lessor or the Provider.
2. The Lessee is obliged to immediately issue the enclosed SEPA Basic Direct Debit Mandates to the Lessor and Provider. If the SEPA Basic Direct Debit Mandates cannot be issued without undue delay before the Contract Commencement, the rent for the Apartment, the Furniture Rent, the Internet Fee and the lump sum for operating costs as well as the THE FIZZ Service Fee for the first month must be paid to the Lessor or Provider no later than 14 days before the Contract Commencement. If the account is changed, this must be reported to the Lessor immediately and a new SEPA Basic Direct Debit Mandate must be issued. The SEPA data must be sent by e-mail to the e-mail address provided for this purpose (currently: [rentalaccounting@the-fizz.com](mailto:rentalaccounting@the-fizz.com)). The Lessee shall reimburse the costs incurred by the Lessor and, if applicable, the Provider due to non-payment of the respective direct debits.
3. The Lessor is entitled to collect the THE FIZZ Service Fee on behalf of the Provider, unless the Provider collects the THE FIZZ Service Fee itself via the SEPA basic direct debit mandate issued to it.



**§18 Liability of the Lessee / Third Party Liability Insurance**

1. The Lessee is also liable for the actions of family members, visitors, sublessees and all persons who are staying in the building or Apartment with the Lessee's consent.
2. The Lessee has to prove that there was no culpable behaviour.
3. The Lessee shall, vis-a-vis the Lessor and the Provider, take out third party liability insurance with sufficient coverage for the duration of the Contractual Term, which also includes liability for rented items. Proof of this must be sent to the following e-mail address no later than 14 days after the Contract Commencement: service@the-fizz.com.

**§19 Liability of the Lessor and the Provider, Offsetting, Reduction of the Furniture Rent**

1. Strict liability on the part of the Lessor for damages for material defects of the Rental Property existing at the time of conclusion of this Rental Agreement (warranty liability) is excluded; § 536a Para. 1, 1. Alt. BGB (German Civil Code) does not apply in this respect.
2. The Lessor, the Provider and their respective vicarious agents are liable for intent and gross negligence. They are only liable for slight negligence in the event of a breach of essential contractual obligations. Essential contractual obligations are those the fulfilment of which enables this Agreement to be carried out and on the fulfilment of which the Lessee may rely. Liability for violation of essential contractual obligations is limited to the foreseeable damages typical for such an agreement. The exclusion of liability according to this § 19 does not apply to injury to the body, life, health, freedom or sexual self-determination, which are based on a negligent breach of duty by the Lessor or the Provider 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 Lessor or the Provider has assured a certain property/characteristic/feature of the Rental Property or service or fraudulently concealed a defect.
3. The exclusion of liability also does not apply to damages for which the Lessor or the Provider has received an insurance benefit.
4. The Lessee is only entitled to reduce the Furniture Rent if the reason and amount of the rent reduction have been recognised by the Lessor, are undisputed, are ready for a judicial decision or have been legally established. The Lessee's claims for (partial) recovery of rent as well as for rectification of defects remain unaffected by this.
5. The Lessee may only offset claims against the rent, the lump sum for operating costs, the Internet Fee and the THE FIZZ Service Fee if these are undisputed, legally established or ready for a judicial decision.

**§20 Delivery, Majority of Lessees, Data Protection, Final Provisions**

1. The Lessee is obliged to always provide the Lessor and the Provider with a deliverable address.
2. If several persons are named as Lessees in this Agreement, all Lessees are jointly and severally liable for all obligations arising from this Agreement. The Lessees authorise each other Lessee to accept declarations of intent from the Lessor and the Provider. Such authorisation can only be revoked by the Lessees for an important reason.
3. The Lessor and the Provider store the Lessee's data for the purpose of contract processing and pass it on to third parties if this is necessary for contract processing or if there is a legitimate interest. The Privacy Policy (<https://www.ic-campus.com/datenschutz>) is referenced here.
4. The right to influence this legal relationship by unilateral declaration can only be exercised by the Lessee uniformly for the entire Agreement and not only for individual parts; this also applies to any revocation. The invalidity of an entire part of this Agreement (Sections I, II and / or III) leads to the nullity of the entire Agreement (also in the case of § 355 BGB (German Civil Code)). If, on the other hand, only individual provisions of this Agreement are or become invalid, this shall not affect the validity of the remaining provisions.
5. The law of the Federal Republic of Germany governs this Agreement.

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

X

\_\_\_\_\_  
Lessee

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

p.p.\_\_\_\_\_  
Provider

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

p.p.\_\_\_\_\_  
Lessor

## Cancellation Policy

(applies to Sections I, II and III of Part A – in each case in conjunction with Part B of this Agreement)

### Right of Withdrawal

You have the right to withdraw from this Agreement within fourteen days without providing justification. The withdrawal period is fourteen days from the date of conclusion of this Agreement.

In order to exercise your right of withdrawal, you must inform us,

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

authorised by the Lessor, by means of a clear declaration (e.g. a letter sent by post, fax or e-mail) of your decision to withdraw from this Agreement. You may use the attached sample withdrawal form, but it is not mandatory.

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

### Consequences of Withdrawal

If you withdraw from this Agreement, we shall refund all payments we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a type of delivery other than the least expensive standard delivery offered by us), without delay and at the latest within fourteen days from the day on which we received notification of your withdrawal from this Agreement. For this repayment, we will use the same means of payment that you used for the original transaction, unless otherwise expressly agreed with you; in no case will you be charged fees for this repayment.

If you have requested that the services begin during the withdrawal period, you must pay us a reasonable amount that corresponds to the proportion of the services already provided by the time you inform us of your exercising of the right of withdrawal with respect to this Agreement compared to the total scope of the services provided for in the Agreement.

\_\_\_\_\_  
Place and Date X \_\_\_\_\_  
Lessee

With knowledge of the above Cancellation Policy, I expressly request that the Lessor begins with the Lessor's obligation to perform before the expiry of the withdrawal period. **I am aware that I am obliged to pay compensation for lost value for services provided up to the withdrawal and that I lose my right of withdrawal if**

XXX  
XXX  
XXX XXX

or

International Campus GmbH  
Blumenstr. 28  
80331 Munich, Germany

fully perform under this Agreement.

\_\_\_\_\_  
Place and Date X \_\_\_\_\_  
Lessee

## Sample Withdrawal Form

This withdrawal form is addressed to:

International Campus GmbH  
Blumenstr. 28  
80331 Munich, Germany

I / we hereby withdraw from the agreement concluded by me/us for the provision of the following service:

Agreement dated: XXX

concerning the following apartment:

Apartment No.: XXX  
XXX  
XXX XXX

and

concerning the use of the Internet and

concerning the provision of THE FIZZ Service

Name of the consumer:

XXX

Address of the consumer:

XXX

XXX XXX

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

\_\_\_\_\_  
Lessee

**SEPA Basic direct debit mandate / for SEPA-based Direct Debit Procedures**

Name and address of the payee  <b>XXX XXX XXX XXX - Lessor International Campus GmbH, Blumenstr. 28, 80331 Muenchen – Provider</b>	
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Creditor identification number <b>XXX Lessor DE14ZZZ00001319499 Provider</b>	Mandate Reference <b>XXX</b>
Lessee according to the Rental Agreement <b>XXX</b>	The first debit will be made on the 1st working day of the month of the Contract Commencement

**SEPA Basic Direct Debit Mandate**

I/We authorise

Name of the payee <b>XXX - Lessor International Campus GmbH - Provider</b>
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to collect payments from my/our account by direct debit. At the same time, I/we instruct my/our credit institution to allow

Name of the payee <b>XXX - Lessor International Campus GmbH - Provider</b>
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to withdraw direct debits from my/our account.

Note: I/We may request a refund of the debited amount within eight weeks, starting from the debit date. The conditions agreed with my/our credit institution apply.

Account holder /Payer (first name, last name) <b>DMI%Tenancy.tenant.ourClientBankAccount.name%</b>
Street, House number, Postal Code, City <b>XXX, XXX XXX</b>

Credit institution <b>XXX</b>	
BIC <b>XXX</b>	IBAN <b>XXX</b>
Place and Date	Signature (payer) <b>X</b>

## House Rules

Living together at THE FIZZ requires special consideration for each other, the willingness to settle conflicts with each other and tolerance. Nuisances and disturbances of roommates are to be avoided. The Lessee agrees to mutual consideration in order to preserve the peace of the house.

### 1. Living at THE FIZZ

- 1.1 Living in the building is allowed only on the basis of a valid (rental) agreement. The same applies to the use of all common areas and the use of the underground parking garage. Friends and acquaintances are welcome to visit.
- 1.2 The Lessor or the Lessor's representative can enter the rented rooms after prior notification if there is an objective reason to do so. In case of imminent danger, access shall be permitted and allowed at any time.

### 2. Use of the Apartment and Furniture

- 2.1 The rented rooms entrusted to the Lessee for use must be treated carefully and protected from damage.
- 2.2 Necessary repairs and defects must be reported immediately to the House Manager. The Lessee is liable for any damage caused by culpable breach of the duty of care or any notification requirements that the Lessee must comply with.
- 2.3 The use of the technical devices in the rented room must be carried out in accordance with the issued operating instructions.
- 2.4 The Lessee may only make changes, in particular fixtures and renovations, installations or the like concerning the apartment, with the permission of the Lessor; they must be dismantled by the Lessee at the Lessee's expense before the apartment is returned by the Lessee. For security reasons, the Lessee is prohibited from installing the Lessee's own locks or lock cylinders in the apartment door.  
The following applies to furniture: Changes to the substance of the furniture are not allowed. Excluded from this prohibition are only changes that do not interfere with the substance of the furniture and can be reversed without more than insignificant effort. The Lessee is obliged to undo any changes to the furniture made by the Lessee at the end of the agreement.
- 2.5 The fixing of posters, pictures and stickers, banners, inscriptions, etc. on the walls is prohibited throughout the building. The walls of the apartment are excluded from this.
- 2.6 The cleaning and care of the rental property is the responsibility of the Lessee; this includes the exterior windows and exterior windowsills (with regard to those windows that can be opened). If the Lessee does not comply with these obligations or only insufficiently, the Lessor is entitled, after the expiry of a grace period, to commission a company to carry out these works at the expense of the Lessee. Floors, windows, doors and the rented furnishings may only be cleaned with commercially available and suitable cleaners. Care instructions must be observed.
- 2.7 No objects or food residues that are likely to cause blockage may be thrown into the toilet or other drains.
- 2.8 The use of corrosive pipe cleaners is prohibited because of the imminent danger posed to the drainage pipes.
- 2.9 Doors and windows must be kept properly locked in case of severe weather and absence.
- 2.10 In the event of vermin infestation in the rented rooms, the Lessee must immediately notify the House Manager.
- 2.11 Barbecuing on the balcony/terrace is not allowed.
- 2.12 The Lessor is not liable for the loss of property and valuables of the Lessee, unless they are based on a defect of the rental property.
- 2.13 Water, electricity, hot water and thermal energy must be used sparingly.
- 2.14 The Lessee must ensure adequate heating and ventilation; the Lessee is liable for damages caused by culpable violation of these obligations. During the times of the year when heating is necessary, opening the windows for a short period of time several times a day to ventilate the apartment is appropriate. Constant tilting of the window causes significant losses of energy. This must be avoided.
- 2.15 For the use of the radio and television sockets, correspondingly standardized connection cables must be used. Do not tamper with the connection socket.

### 3. Use of the Communal Facilities at THE FIZZ

- 3.1 When using shared facilities, they must also be treated gently and carefully and damage must be avoided. This also applies to technical equipment provided in the community facilities. § 2.2 applies accordingly.
- 3.2 Garbage and waste may only be emptied into, not next to, the designated bins or garbage chutes. The official regulations on waste separation (organic waste, residual waste, paper waste, etc.) must be noted and followed. Bulky or easily flammable waste must be disposed of elsewhere. Permanent storage of garbage in front of the apartment and in the corridors is prohibited.
- 3.3 Common exterior and building areas are to be kept free of privately stored objects. In particular, this applies to corridors, staircases, sanitary rooms, kitchens, TV rooms, balconies.
- 3.4 Highly flammable, harmful, dangerous or foul-smelling substances / objects may not be stored on the property or in the building.
- 3.5 The Lessee is liable for all damages culpably caused by the Lessee in all publicly accessible areas of the building. After the unsuccessful expiry of a request for removal with a corresponding grace period for the Lessee to remedy the situation, the Lessor can have the damage repaired at the expense of the Lessee.

- 3.6 The house mailbox system is provided with corresponding room numbers by the House Manager. The affixing of name tags is not permitted for data protection reasons and in order to preserve the uniform appearance of THE FIZZ.
- 3.7 Outdoor antennas and satellite systems may only be installed with the written permission of the Lessor.
- 3.8 Structural changes as well as interference with security and utility services (e.g. locking systems, gas, water and sanitary areas, electrical network) are not permitted. All electrical equipment used by the Lessee must bear the CE conformity mark of the EU.
- 3.9 The common areas may only be used for parties and celebrations after prior consultation with the House Managers. Floor passages and escape routes may not be used for parties and celebrations.
- 4. Visitors, Guests and Children**
- 4.1 Visitors and guests are generally welcome. For larger groups (>3 Persons), visitors must be registered with the House Manager.
- 4.2 Non-permanent overnight stays of guests and visitors are permitted in the sense of double use of the apartments without registration.
- 4.3 THE FIZZ does not have any special furnishings, in the apartments and common areas, as well as rooms, for the stay of children. Likewise, no supervision of children by the operator's staff is guaranteed. In the case of children in the building, the legal guardians are fully responsible for them and are liable accordingly. §§ 4.1 and 4.2 apply accordingly.
- 5. Mutual Consideration, Quiet Hours and Communal Living, Animal Welfare**
- 5.1 In THE FIZZ, residents should have the opportunity to study or work undisturbed. Living together at THE FIZZ requires special consideration. Roommates must not be disturbed. Noise, such as loud music, the slamming of doors, etc. should be avoided. Radio and television must be set to room volume.  
In the period from 10:00 p.m. to 07:00 a.m., silence must be observed in the living areas. In the communal areas, silence must be observed generally from 10:00 p.m. to 07:00 a.m. In the period between 10:00 p.m. and midnight, designated communal areas may still be used, as long as no other residents are disturbed and noise is kept to a minimum.
- 5.2 The aim of THE FIZZ is to involve all residents in community life. THE FIZZ aims to create a friendly, safe and welcoming environment for all residents, regardless of their cultural, social, religious or sexual backgrounds.
- 5.3 The community life at THE FIZZ should be characterised by the respectful interaction of the residents with each other. This must be taken into account in communicating with each other as well as in all other actions within the framework of the shared apartment. It is strictly forbidden to make condescending, insulting, discriminatory, intimidating or degrading statements or actions towards other residents and third parties connected with them. In particular, THE FIZZ is a domestic retreat for all roommates and any actions endangering this are prohibited. For example, the following, non-exhaustive list of actions are prohibited: Photographing roommates and their guests without their consent; nudity in the communal area; stalking and any other form of sexual harassment.
- 5.4 Active participation in community life is expressly desired. This creates a lively and, at best, long-lasting residential community from which all residents benefit. An essential part of THE FIZZ is therefore THE FIZZ community events, for which the communal areas are used. These events are intended to support the community life of the residents and thus establish and solidify the residential community. They are therefore primarily aimed at the members of THE FIZZ. Please contact the House Manager to enquire about the possibility of guests/visitors participating in such events.
- 5.5 The keeping of animals – with the exception of small animals such as ornamental birds, ornamental fish, hamsters, etc. – is only possible with the consent of the Lessor in text form, which the Lessor may refuse. The Lessor reserves the right to revoke any given consent for good cause. Good cause includes, in particular, odours and/or noise pollution, damage to the rental property and/or impairments of other Lessees.
- 6. Fire Safety**
- 6.1 Fire safety in the building is an important requirement. After moving in, the Lessee is obliged to become informed about any fire protection measures, escape routes and alarm options and to behave in such a way that fires are prevented.
- 6.2 Fire protection systems must not be damaged or their function restricted.
- 6.3 The misuse of fire extinguishers is prohibited.
- 6.4 The parking of bicycles, strollers, scooters, beer crates and other objects in the corridors, the stairwells or on the forecourts of the apartment is not permitted, as far as escape routes are blocked or other parking areas are designated or available.
- 7. Vehicles / Cars / Motorcycles / Parking spaces**
- 7.1 Bicycles may not be parked inside the hallways and stairwells. The parking space provided for this purpose must be used to park the bicycles.
- 7.2 Motorcycles, scooters, mopeds and cars can only be parked on rented parking spaces or in the garage.
- 7.3 Parking and fire department access roads must be kept free for reasons of traffic and fire safety.
- 7.4 Traffic regulations (StVO) apply to the entire property. All signs must be observed. Every road user must behave in such a way that others are not endangered or hindered.
- 7.5 If a parking permit is issued, it must be displayed or attached to the car in such a way that it can be easily recognised from the outside.
- 8. Security**
- 8.1 For security reasons, the front door or floor door / apartment entrance door and all access options to the entire property must always be kept locked.

8.2 Keys (in particular door keys/PACO access chips/ smart cards) must be stored carefully. In case of loss, the House Manager must be notified immediately.

9. **Smoking Ban**

There is a strict ban on smoking throughout the building, i.e. the apartment and the communal areas. Smoking is only allowed on designated areas in the outdoor area.

MUSTER - SAMPLE