

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 and exact rent period, please refer exclusively to your own contract.

Booking Overview

Offer to Rent	
1. Contract number/ Tenant ID	XXX
2. Rental property and facilities	Apartment Number: XXX; XXX XXX XXX XXX XXX XXX <i>(P. 2, §1)</i>
	Rent for the rental space and furnishing <i>(P.2, § 1.2, P.3 §4.1)</i>
	THE FIZZ Service <i>(P. 4, §6.5)</i>
	Use of Media access <i>(P. 3, §4.1)</i>
3. Duration of the Agreement	XXX through XXX <i>(P. 2, §3.1)</i>
4. Notice period	With a notice period of three months' notice to 31 August of a year. <i>(P. 3, §3.3)</i>
5. Transfer by the Tenant within 14 days after acceptance of this offer (in EUR)	Deposit: XXX <i>(P. 2, Nr.4)</i>
6. Bank details of the Landlord (only for Deposit)	Account Holder: XXX IBAN: XXX BIC/SWIFT: XXX Bankname: XXX Reason for payment/transfer according to Para. 5: XXX + XXX <i>(P. 2, Nr.4)</i>
7. Rent/Payments as of the 1st month (in EUR)	Monthly rent for the rental space and furnishings (gross) for the 1st contract year: EUR XXX Operating costs (gross): XXX Heating fee (gross): EUR XXX Media fee (gross): EUR XXX <i>(P. 3, § 4.1)</i>
	Total monthly fee: EUR XXX
8. Method of payment as of the 1st month	At the tenant's request: payment by SEPA direct debit mandate or bank transfer; bank charges are to be borne in full by the tenant.

Offer to Rent

Landlord:

XXX

XXX
XXX XXX
XXX

In the following also referred to as "Landlord".

Tenant:

XXX

Date of birth: XXX

XXX
XXX XXX
XXX

Tenant ID: XXX

Hereinafter also referred to as "Tenant".

Preamble and conditions precedent

1. The Landlord lets fully furnished apartments and also provides other services.
2. The Tenant hereby makes an offer to the Landlord, valid for 14 days, to rent the apartment of category XXX XXX in the house "XXX", XXX; XXX XXX with an area of around XXX m² furnished with kitchen/bathroom/WC listed in § 1.1 below on the basis of the present rental offer and the conditions stated herein.
3. The Landlord accepts this offer signed by the Tenant by signing this Offer to Rent. This may also be done using electronically generated signatures.
4. The legal validity of this offer is subject to the condition precedent that the Tenant transfers the deposit in the amount of XXX in full. If the deposit is not received within 14 days after acceptance of this offer, the condition precedent shall be deemed not to have been fulfilled and the contract shall lapse.
5. In the event that the Tenant submits this offer on the same day on which he has viewed the contractual property for the first time, the Tenant is entitled to withdraw from this contract within one week of submission of this offer accepted by the Landlord in accordance with § 30a KSchG. This right of withdrawal expires at the latest one month after the day of the first viewing of the apartment. In the event of the timely exercise of the right of withdrawal pursuant to § 30a KSchG, the Tenant shall not be required to transfer the deposit.

§1 Rental property and facilities

1. Only the interior of the apartment XXX in the building "XXX", XXX; XXX XXX (hereinafter also referred to as "THE FIZZ") is let. The apartment has a floor space of approximately XXX m².
2. The apartment is let to the Tenant fully furnished.
3. The letting does not include any other parts of the building for exclusive use. The right to shared use of the building's communal facilities is expressly agreed.

§2 Use of the rental property

The rental property is intended to be a Young-Professionals / Student apartment in a privately-run Student dormitory/ Young-Professional residence. Use of the property - as well as the application of the present agreement in general (e.g., in terms of the rent amount due) - is, in the case of a Student tenancy agreement, dependent on the tenant being a student at any university, academy or comparable educational institution, whereas in the case of a Young Professional tenancy agreement, dependent on the tenant being an employee ("Non-Student"). The rental property may only be used in a manner consistent or compatible with its residential purpose.

§3 Duration of the Agreement

1. **The tenancy begins on XXX and ends on XXX, without written notice of termination being required.**
2. It may be dissolved by either party, but by the Landlord only in accordance with § 30 MRG for good cause, in compliance with relevant legal requirements. The Tenancy Agreement may also be terminated by the Landlord if the Tenant repeatedly and despite repeated warnings violates essential provisions of the House Rules attached as an annex (§ 7), which constitute an integral part of the Tenancy Agreement.

3. Termination by the Landlord shall be notified through the court at three months' notice to the last day of a month. Termination by the Tenant shall be notified in writing at three months' notice to **31 August** of a year. The Tenant shall address his notice of termination to International Campus GmbH, Blumenstrasse 28, 80331 Munich, or to the following email address of the Landlord: contact@the-fizz.com. In the event of termination in electronic form, the email message must include the signed letter of termination as an attachment; (a pure text message as an email does not meet the requirement of the written form).

§4 Rental and value protection

1. The parties mutually agree as follows:

Monthly rent for the rental space and furnishings (net bare rental)	EUR	XXX	net	+10% tax =	EUR	XXX	gross
- plus the monthly fee for current operating costs, ongoing public charges and charges for communal facilities	EUR	XXX	net	+10% tax =	EUR	XXX	gross
- plus the monthly fee for use of media	EUR	XXX	net	+20% tax =	EUR	XXX	gross
- plus the monthly fee for heating	EUR	XXX	net	+20% tax =	EUR	XXX	gross
Total fee currently					EUR	XXX	gross

2. The monthly rent referred to in paragraph 1, first line, is a graduated rent. It is agreed that, after the end of each year from the start of the tenancy, this will increase by 3% of the flat-rate rent of the previous year (§ 4.1). The increased amount is rounded down to the nearest euro.
3. In addition to the monthly rent, the Tenant shall pay (contrary to § 1099 ABGB) the operating costs associated with the rental property and, in accordance with the following paragraphs, the general operating costs and public charges plus VAT. These operating and ancillary costs are included in the total monthly fee (see above § 4.1) and include the following expenses incurred in connection with the operation of the rental property or with general parts of the building:
 - a. Operating costs and public charges as listed in §§ 21 and 23 MRG
 - b. Pro rata incurring costs for extended insurance against mains water damage, glass breakage, machine breakage and storm damage, which may lead to an increase in operating costs per insurance class; and costs incurred for operating of the property (maintenance, cleaning, drawing electricity and hot water, calibration, TÜV inspection and troubleshooting); in respect of: safety and security facilities (consisting of: smoke extractors, video surveillance, fire extinguishers, carbon monoxide warning system), intercom system, lift, garage (garage door, stacked parking system, barrier system, carbon monoxide warning system, fire alarm system, exhaust air system), heating, cooling system and water heating, home satellite system and cable television, laundry room, property management's 24-hour emergency service, property management charges according to the agreement concluded between the building owner and the property management; porter service, graffiti removal, sauna, children's playground, signage system, changing of dirt mats.
4. For the avoidance of doubt, the remaining provisions of §§ 21 et seq. of the MRG do not apply to the present contractual relationship. The operating costs according to paragraph 3 shall be collected in the form of a monthly lump sum according to § 4.1. Operating costs will not be billed separately.
5. The Landlord is entitled to pass on increases in the lump sum for operating costs, the ongoing public charges and charges for the communal facilities and the monthly lump sum for heating to the Tenant on a pro rata basis, for which a written declaration is required, which must contain the reason for the increase and the new amount of the monthly lump sum for operating costs, the ongoing public charges and costs for the communal facilities and the monthly lump sum for heating. The increase in the flat rate for operating costs, the ongoing public charges and costs for the communal facilities and the monthly lump sum for heating shall take effect at the beginning of the second following calendar month after the written declaration and shall be capped at a maximum of 10% of the previous flat rate for operating costs, the ongoing public charges and costs for the communal facilities and the monthly lump sum for heating.
The Landlord is obliged to pass on to the Tenant a reduction in the lump sum of the operating costs, the ongoing public charges and costs for the communal facilities and the monthly lump sum for heating in accordance with paragraph 3 on a pro rata basis by means of a corresponding, pro rata reduction in the lump sum of the operating costs, the ongoing public charges and costs for the communal facilities and the monthly lump sum for heating if these costs have been reduced overall in accordance with paragraph 3. The Landlord must inform the Tenant of the corresponding reduction, for which purpose a written declaration is required, which must contain the reason for the reduction and the new amount of the lump sum for operating costs, the ongoing public charges and costs for the communal facilities and the monthly lump sum for heating. The reduction of the lump sum for operating costs, ongoing public charges and costs for communal facilities and the monthly lump sum for heating shall take effect at the beginning of the calendar month following the written declaration.
6. The Tenant shall not be required to pay any additional fee for the provision of THE FIZZ Service, which is provided by the Landlord.

7. The total fee is due in advance on the fifth day of each calendar month.
8. If the Tenant grants the Landlord a direct debit authorization as a SEPA direct debit mandate, the Tenant hereby expressly agrees that the Landlord may collect any outstanding claims in accordance with this contract via the SEPA direct debit mandate [or the provided credit cards]. All bank charges incurred by transferring or debiting the fee owed by the Tenant shall be borne in full by the Tenant.
9. Multiple tenants are jointly and severally liable for the entire rent.

§5 Obligation to notify necessary maintenance measures

If work is required to maintain the rented property, the Tenant is obliged to notify the Landlord without delay.

§6 Other rights and obligations of the parties

1. The Tenant may only make structural changes that are not merely minor, in particular non-minor installations and alterations, with the Landlord's prior consent.
2. The Tenant must permit access to temporary use of and modification to his rented property after prior notification if this is necessary or expedient for the justified execution of maintenance or improvement work (modification or construction work) or for other important reasons.
3. The placement and storage of movable property of any kind and the parking of vehicles and conveyances on common areas outside the areas especially provided and marked for that purpose require the Landlord's consent.
4. At the end of the tenancy, the Tenant shall hand the rental property back to the Landlord swept clean and cleared of all items brought in by the tenant. Damages and wear that go beyond usual wear and tear shall be remedied at the Tenant's expense.
5. The Landlord provides a House Manager service in THE FIZZ. In addition, the Landlord provides the use of the common rooms, the common facilities in the house and 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 at regular intervals the FIZZ events in which only tenants of THE FIZZ may participate ("THE FIZZ Service"). The THE FIZZ Service is available to all legal residents of THE FIZZ in limited capacity. Therefore, the legal residents are only entitled to share the limited capacity with the other legal residents of THE FIZZ. If the demand for THE FIZZ service exceeds the available capacity, the Landlord will distribute the available capacity according to objective criteria (e.g. order of applications). The tenant is not entitled to any reimbursement from the Landlord for non-utilization of THE FIZZ Service and/or for capacity limits on a case-by-case basis.

§7 House Rules

The valid House Rules are attached as an annex. They form an integral part of the contract, and the Tenant expressly undertakes to observe and comply with all the rules set out therein. The Landlord may amend the House Rules unilaterally if this is necessary for important reasons to achieve the purposes stated in the introduction to the House Rules and if the interests of the tenant community are adequately taken into account. In this case, the Tenant is obliged to comply with the changes to the House Rules from the time they are announced.

§8 Prohibition of transfer and subletting

The Tenant is not entitled to let the apartment to third parties for a fee or free of charge if this would impair important interests of the Landlord. Against this background, the Tenant is in particular not entitled to offer the apartment via travel and internet portals or in any other way (Airbnb, Wimdu, etc.) and to sublet or pass it on, as such use is contrary to the Landlord's essential interests and also leads to a safety risk for the other residents. In the event of a breach of this contractual prohibition, the Tenant must compensate the Landlord for any damage incurred as a result.

§9 Deposit

The Tenant undertakes, upon concluding the Agreement, to pay a deposit in total value of € XXX. After the rental property has been handed back, the Landlord shall return the deposit immediately to the Tenant together with interest earned thereon, except to the extent it has been used to repay justified claims of the Landlord arising from the tenancy. The Tenant is not entitled to demand that the deposit be used to cover current rent. It is noted that any legal successors of the Landlord shall assume the deposit with the consent of the Tenant already hereby granted, with the same rights and obligations as the legal predecessor has had it. The due date of the security deposit is regulated under Preamble no. 4.

§10 Data protection

1. The Tenant acknowledges that his personal data will be stored and processed by the Landlord for the purposes of execution of the tenancy agreement and the measures required in the context of the management of the rental property and the building. The Tenant can obtain further information on data protection via the data protection declaration under <https://www.the-fizz.com/datenschutz>.

2. The Tenant acknowledges that the general areas of the building are under video surveillance to ensure the security of residents and the Landlord's property and that this is in the legitimate interests of the Landlord and of residents. The video surveillance is appropriately marked at the respective locations and recordings are deleted at latest after 72 hours. The card for the security locking system handed over to the Tenant is registered in the Tenant's name for the purposes of security and internal allocation. Cards for the security locking system do not record any data about the stay, such as entering or leaving the rented property.

§11 Final provisions

1. No verbal supplementary agreements have been made in relation to this Agreement. Any written or verbal agreements made prior to the conclusion of this Agreement cease to be valid upon conclusion of this Agreement.
2. This Agreement shall be governed by Austrian law to the exclusion of international conflict-of-law rules.

Place, Date

Place, Date

X _____
Legally binding offered by the Tenant

Legally binding accepted by the Landlord

SEPA Direct Debit Mandate / for SEPA Core Direct Debit Scheme

Payee's name and address XXX XXX XXXXXXX XXX

CI/Creditor Identifier XXX	Mandate reference XXX
Tenant as per Tenancy Agreement XXX	The first debit will take place on the 5th working day of the month.

SEPA Direct Debit Mandate

I / we authorise

Payee's name XXX

to collect payments from my/our account by direct debit. I/we also instruct my/our bank to release the amounts debited by

Payee's name XXX

from my/our account.

Note: I/we may request refund of the debited amount within eight weeks of the debit date. The terms and conditions agreed with my/our bank apply.

Account holder / payer (first name, surname) XXX
Street name and number, postcode and city XXX, XXX XXX

Bank name XXX	
SWIFT/BIC code XXX	IBAN account number XXX
Place, date date: d	Signature(s) of payer(s) X

House Rules

Residents living together in THE FIZZ must have particular consideration for one another. Nuisances and disturbance of fellow residents are to be avoided. The Tenant undertakes to respect the peace of others. Mutual consideration, willingness to settle conflicts and tolerance are essential prerequisites for living together in THE FIZZ.

1. Living in THE FIZZ

- 1.1 Living in the building is only permitted on the basis of a valid tenancy agreement. The same applies to the use of all communal areas and the underground car park. Friends and acquaintances are welcome to visit. At the request of the House Manager, his employees and the security staff, visitors must provide information as to which Tenant of THE FIZZ has invited them to visit. If visitors do not comply with the request or if they have not been invited by a tenant of THE FIZZ ("Unauthorized Visitor"), the House Manager, his employees and the security staff may expel an Unauthorized Visitor from THE FIZZ by exercising their domiciliary rights.
- 1.2 The Landlord or his representative may enter the rented premises after prior notification or announcement by notice, taking into account the legitimate interests of the Tenant. In the event of danger, access shall be permitted and made possible at all times.

2. Use of the rented living space

The rented rooms entrusted to the Tenant for his use must be treated with care and protected from damage, with the following rules to be observed, among others:

- 2.1 Own furniture must be removed from the building by the end of the rental period at the latest. If this obligation is not fulfilled, the owner will remove the furniture at the Tenant's expense. In accordance with § 1111 ABGB, the Tenant is liable for damage to the rented property caused by him and his family members, guests or other persons present in the rented property with his consent. If the Tenant causes damage to the rented property, e.g. by moving furniture in and out, he must therefore compensate the Landlord for this damage.
- 2.2 Necessary repairs, defects and damage to the room furnishings must be reported to the House Manager immediately.
- 2.3 Technical equipment in the rented room must be used in accordance with the operating instructions provided at the time of moving in.
- 2.4 It is not permitted to put posters, stickers or similar on the common areas - including the outside of the door of the rented apartment.
- 2.5 Floors, windows, doors and furnishings included in the rental may only be cleaned with customary and appropriate agents. Care instructions must be observed.
- 2.6 Do not throw any objects or food leftovers into the WC or other drains that are liable to blockage. Drain traps must be kept in serviceable condition at the Tenant's expense.
- 2.7 The use of corrosive pipe cleaners is prohibited due to the resulting danger to the drainage pipes.
- 2.8 The washing or drying of laundry in the rooms is not recommended due to the risk of mould developing in the living spaces. The Tenant should use the specially equipped laundry and drying rooms provided.
- 2.9 Doors and windows must be kept properly closed in case of bad weather or absence.
- 2.10 The Tenant shall report any case of vermin infestation in the rented rooms to the House Manager immediately. Failure to report or culpable delay in reporting means that the Tenant will forfeit any claims against the Landlord.
- 2.11 The installation and operation of additional household appliances that are unusual for apartments of this size, such as additional hotplates (if hotplates are available), washing machines, spin dryers, electric tumble dryers, refrigerators and electric heat sources (fan heaters), for which an unreasonably high additional electricity requirement is incurred in relation to the Tenant's usual electricity requirements or for which there is an increased risk of fire, thereby grossly impairing the interests of the Landlord, is prohibited without the prior consent of the Landlord due to the communal nature of the electricity costs as part of the operating costs. The Tenant is therefore not entitled, for example, to connect and operate heat lamps for plants, devices for "mining" cryptocurrencies and such electrical devices that are not normally required for the household management of an apartment. Of course, standard household appliances, e.g. tea kettles, chargers, hair dryers, etc. are not prohibited. Unusual additional household appliances may also be operated in the apartment with the consent of the Landlord.
- 2.12 Clothes, suits, etc. may not be hung on or in front of the windows outside of the rented areas. Liquids, rubbish and the like must not be emptied or thrown from the windows or from the balcony into the courtyard, garden, roof or gutters.
- 2.13 The storage of garbage, junk etc. on the balcony and its use as a compound site is not permitted.
- 2.14 Barbecuing on the balcony is not allowed.
- 2.15 Carpets, beds, blankets, upholstered furniture and similar items may not be cleaned in the stairwell, out of the window or on balconies.
- 2.16 Structural alterations - in the room, on the building or on the inventory - which are not only minor are not permitted.
- 2.17 Personal property and valuables shall be kept securely under lock and key.
- 2.18 Light bulbs or fluorescent tubes shall be replaced at the Tenant's expense. Lamps that are no longer functional at the time the apartment is handed over back, e.g. light bulbs and fluorescent tubes, must be replaced by the Tenant with functioning light sources so that they have the same luminosity to when the Tenant moved in.
- 2.19 Water, electricity and heating must be used sparingly. If the Tenant is going to be away for a prolonged period, the heating should be turned down and the windows kept closed.

- 2.20 The Tenant shall ensure adequate ventilation. During the heating season, several bursts of fresh air per day are sufficient to air the room. Keeping the window sash permanently tilted leads to considerable energy losses, which must be avoided.
- 2.21 The Tenant is not entitled to let the apartment to third parties for a fee or free of charge if this would impair important interests of the Landlord. Against this background, the Tenant is in particular not entitled to offer the apartment via travel and internet portals or in any other way (Airbnb, Wimdu, etc.) and to sublet or pass it on, as such use is contrary to the Landlord's essential interests and also leads to a safety risk for the other residents. In the event of a breach of this contractual prohibition, the Tenant must compensate the Landlord for any damage incurred as a result.
- 2.22 If the rental property has balcony or terrace areas, these must be kept free of weeds and any water drains must be kept free of leaves and dirt. If there is an outside water connection, the Tenant shall ensure that it is turned off and drained at the beginning of the cold season, otherwise he shall be liable for any resulting damage. At the end of the tenancy, the Tenant shall also hand back the balcony or terrace in proper condition and cleared of all movable property.

3. Use of communal facilities in THE FIZZ

When using communally available facilities of the building, these must also be treated with care and damage must be avoided. Tenants thus have the following obligations:

The Tenant shall avoid unnecessary use of water and electricity in the communal parts of the building. He shall also prevent unauthorised use of the building's facilities.

- 3.1. Communal rooms are to be cleaned immediately after use. This also applies to technical equipment provided in the communal facilities.
Refrigerators must be cleaned regularly and de-iced at least once every four weeks. Cookers (including ovens), washing machines and dryers in the central laundry room must be cleaned immediately after use (spilled detergent to be removed).
- 3.2. Rubbish and waste may only be emptied into, not next to, the bins provided for this purpose. Any official regulations on waste separation (organic waste, residual waste, waste paper bins, etc.) must be observed. Bulky or easily combustible waste is to be disposed of outside the building in accordance with regulations.
- 3.3. Posters, pictures, stickers, banners, placards, etc. must not be affixed to the walls or ceilings of any communal areas.
- 3.4. According to § 1111 ABGB, the Tenant is liable for damage to the rented property caused by him and his family members, guests or other persons present in the rented property with his consent. If the Tenant causes damage to the rented property, e.g. by moving furniture in and out, he must, therefore, compensate the Landlord for this damage.
- 3.5. The building's mailbox facility is provided with corresponding room numbers by the House Manager. To maintain the uniform appearance of THE FIZZ, it is not permitted to affix names to mailboxes.
- 3.6. It is not permitted to erect outdoor aerials or satellite dishes. The drilling of holes in the walls, ceilings and balconies is strictly forbidden, as some of the pipes and cables are embedded in the concrete and their routing is unknown to the Tenant. They could easily be damaged. Costs incurred by the owner due to the prohibited drilling of holes, particularly in the plumbing and wiring, shall be reimbursed by the Tenant.
- 3.7. It is not permitted to carry out structural modifications or interfere with safety and security facilities or utilities (e.g. locking systems, gas, water and sanitary areas, electrical system). All electrical equipment used by the Tenant must bear the CE conformity mark of the EU.
- 3.8. The communal areas and study rooms may only be used for parties or celebrations after prior consultation with House Managers. For a party in these premises, the maximum number of persons is 15. For a party of 5 or more external guests, a guest list must be submitted to the Landlord no later than the day before the party.
- 3.9. Corridors and escape routes must not be used for parties or celebrations.
- 3.10 It is permitted to keep small animals that are common in apartments and are kept in suitable containers species-appropriately. The keeping of animals not common in apartments is only permitted with the consent of the House Manager. The keeping of dogs, cats or free-roaming, dangerous or exotic animals is not permitted. If the keeping of animals causes a nuisance or allergy-related nuisance to other residents and/or causes a significantly detrimental use of the apartment (unclean keeping of animals), this may lead to the keeping of animals being prohibited.

4. Considerate use and night-time quiet hours

- 4.1 In our THE FIZZ student residence, residents should be able to work and study undisturbed. Residents living together in THE FIZZ must have particular consideration for one another. Their fellow residents must not be disturbed. Noise such as loud music, slamming doors, etc. is to be avoided. Radio and television sets must be set to room volume. Residents should be very considerate when wearing noisy footwear such as clogs.
- 4.2 In the living area, night-time quiet must be observed from 10 pm to 7 am.
- 4.3 In the period between 10 pm and 7 a.m., the common areas (1st-7th floor), as well as the outdoor areas (courtyard and roof terrace) are closed. For exceptions please contact the House Manager.

5. Fire prevention

- 5.1 It is vital to ensure that fires are prevented in the building. After moving in, the Tenant must acquaint himself with the fire precautions, escape routes and alarm facilities and behave in such a way that fires are prevented.
- 5.2 Fire protection systems must not be damaged or have their operation restricted.
- 5.3 Misuse of fire extinguishers is prohibited.
- 5.4 It is not permitted to leave bicycles, prams, scooters, beer crates or other objects in the corridors, stairwells, balconies, living areas, the courtyard or on the forecourts of the residence. Bicycles should only be left in the areas / parking spaces provided for this purpose.

6. Storage

- 6.1 Personal items must not be stored in areas of the site and of the building intended for communal use. This applies to corridors, stairwells, wash rooms, kitchens, TV rooms and balconies, and also to the open spaces of the residence.
- 6.2 Highly flammable, harmful, dangerous or foul-smelling materials or substances must not be stored on the site or in the building.
- 7. Vehicles, cars, motorcycles, parking spaces**
 - 7.1 The Tenant shall only be entitled to use the parking space assigned to him once he has concluded a tenancy agreement. In order to draw up the tenancy agreement and for safety reasons, the Tenant shall provide the Landlord with the vehicle's registration number.
 - 7.2 Motorcycles, scooters, mopeds and cars must only be parked in rented parking spaces or in the garage.
 - 7.3 The car park and fire brigade access roads must be kept clear for reasons of traffic and fire safety.
 - 7.4 Road traffic regulations apply throughout the residential site. Signs must be obeyed. Every road user must behave on the site in such a way that others are not endangered or impeded.
 - 7.5 If parking permits or stickers are issued to establish the right to park, these must be affixed to the vehicle.
 - 7.6 The parking spaces may only be used for roadworthy vehicles that are registered with the authorities.
 - 7.7 The parking of motor vehicles outside the marked parking spaces and unauthorised parking in the parking spaces are not permitted. Vehicles parked nevertheless will be removed at the expense of the keeper.
 - 7.8 The Landlord does not guarantee vehicle safety.
- 8. Radio and television**
 - 8.1 Standardised connection cables must be used for the radio and television sockets. The connection sockets must not be tampered with.
 - 8.2 The Tenant is himself responsible for logging in television and radio sets.
- 9. Notices, information, FIZZY FIZZ Facebook**
 - 9.1 Information for tenants from THE FIZZ can be found on the FIZZ Boards provided for this purpose. All items of information and news from THE FIZZ are additionally communicated to the community via the closed Facebook group "FizzyFizz".
 - 9.2 Tenants can gain access to the closed Facebook community through the House Manager.
- 10. Security**
 - 10.1 For security reasons, the door to the building, floor or residence and all points of access to the overall property must be kept locked at all times.
 - 10.2 Door keys must be kept carefully. In case of loss, the House Manager must be notified immediately. The Tenant shall bear the costs of providing a replacement.
 - 10.3 If the key is lost, the Landlord may have the lock replaced at the Tenant's expense.
 - 10.4 For security reasons, the lock and locking system installed by the Landlord may not be replaced and changed at will without good cause. The Landlord has an interest in maintaining a uniform locking system unchanged, so that he suffers a considerable economic disadvantage by replacing the locking system of an apartment. In the event of a lock change by the Tenant, the Tenant must compensate the Landlord for all disadvantages incurred by the Landlord as a result. The Landlord points out that the special locking system installed cannot be replaced by a normal lock without causing damage. In addition, the Tenant must restore the function of the installed locking system when returning the apartment.
 - 10.5 Outer doors must always be kept closed.
- 11. Smoking is strictly prohibited throughout the entire building, i.e. in the apartment and the communal areas. This includes: cigarettes, e-cigarettes, and steamers.**
- 12. Move-in / out**
 - 12.1 Residents may only move in or out from Monday to Friday.

Fees and Rates

Address of the property: XXX, XXX XXX, XXX
 Owner of the property: XXX
 UID-Nr. of the owner: XXX

All stated prices below include the value added tax of 20%.

Fees & Rates		One-off	Monthly	Annual
Landlord confirmation ("Wohnungsgeberbescheinigung")	One-off rate for the issue of a Landlord confirmation („Wohnungsgeberbescheinigung“) for the registration office.	€ 8,00	---	---
Reminder fee	One-off reminder fee in case of default of payment of the monthly rent and/or other chargeable services for reminder costs, insofar as these are necessary for the appropriate collection or claiming of the claim and are reasonable in relation to the claim being collected.	€ 9,50	---	---
Chargeback fee	One-off chargeback fee, if monthly rent and/or other chargeable services cannot be debited from a Tenant's account if the Tenant is responsible for this and the fee is required to cover the specific bank charges and processing costs (which the Landlord must prove).	€ 10,00	---	---