

## 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

Offer to Rent	
<b>1. Contract number/ Tenant ID</b>	XXX
<b>2. Rental property and facilities</b>	Apartment Number: XXX; XXX XXX XXX XXX XXX XXX <span style="float: right;"><i>(P. 2, §1)</i></span>
	Rent for the rental space and furnishings <span style="float: right;"><i>(P. 2, § 1.2; P.3, §4.1)</i></span>
	Move-In-Process and THE FIZZ Service <span style="float: right;"><i>(P. 3, §4.1)</i></span>
	Use of Media access <span style="float: right;"><i>(P. 3, §4.1)</i></span>
<b>3. Duration of the Agreement</b>	XXX through XXX <span style="float: right;"><i>(P. 3, §3.1)</i></span>
<b>4. Notice period</b>	With a notice period of three months' notice to 31 August or 30 September of a year. <span style="float: right;"><i>(P. 3, §3.3)</i></span>
<b>5. Payment by credit card or wire transfer (in EUR)</b>	<b>Admission Fee:</b> EUR XXX <span style="float: right;"><i>(P. 2, Nr.4)</i></span>
<b>6. Transfer by the Tenant within 14 days of payment of the admission fee, but no later than 30 days before the commencement of the tenancy (in EUR)</b>	<b>Deposit:</b> EUR XXX <span style="float: right;"><i>(P. 2, Nr.5)</i></span>
<b>7. Bank details of the Landlord (only for Deposit)</b>	<b>Account Holder:</b> XXX <b>IBAN:</b> XXX <b>BIC/SWIFT:</b> XXX <b>Bank Name:</b> XXX  <b>Reason for payment/transfer according to Para. 5:</b> XXX + XXX <span style="float: right;"><i>(P. 2, Nr.5)</i></span>
<b>8. Rent/Payments as of the 1st month (in EUR)</b>	<b>Rent for the rental space and furnishings (gross) for the 1<sup>st</sup> year (gross):</b> EUR XXX <b>Operating costs (gross):</b> EUR XXX <b>Heating fee (gross):</b> EUR XXX <b>Media fee (gross):</b> EUR XXX <b>Service Fee (gross):</b> EUR XXX <span style="float: right;"><i>(P. 3, §4.1)</i></span>
	<b>Total monthly costs: EUR XXX</b>
<b>9. Method of payment as of the 1st month</b>	Automatic debiting from the Lessee account acc. SEPA Basic Direct Debit Mandates

## Offer to Rent

Landlord:

**XXX**

XXX  
XXX XXX

In the following also referred to as "Landlord".

Tenant:

**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 submits an offer, which is legally binding for two months, to the Landlord to rent a furnished apartment of the category XXX XXX in the building "XXX", XXX; XXX XXX with an area of approximately XXX m<sup>2</sup> with kitchen/bathroom/toilet on the basis of the present Offer to Rent and the conditions stated herein. For the avoidance of doubt, it is agreed that the Tenant shall not be entitled to occupy a particular apartment within the category XXX XXX.
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, that the tenant has fully paid an **admission fee of EUR XXX** either by credit card via the booking tool or as a wire transfer to **XXX, XXX, XXX**.
5. The security deposit pursuant to section 9 shall be transferred to **XXX, XXX, XXX within 14 days of payment of the admission fee, but no later than 30 days before the commencement of the tenancy, unless otherwise mutually agreed.**
6. If the condition mentioned in point 4. is not met or if the Tenant unjustifiably withdraws his legally binding Offer to Rent pending its acceptance by the Landlord, the Tenant will be charged a lump-sum cancellation/withdrawal fee in the amount of EUR XXX. This cancellation/withdrawal fee is by way of lump-sum compensation for the prejudice suffered by the Landlord due to the failure to let. The Tenant hereby agrees that the Landlord may collect the cancellation/withdrawal fee through the SEPA direct debit authorisation issued by the Tenant or via the Tenant's credit card. Any further prejudice must be demonstrated and asserted by the Landlord. If the condition precedent according to point 4. is fulfilled, but the Tenant does not meet the payment obligations under point 5. in due time, the landlord may, at his discretion, adhere to the contract or terminate the contract, in which case the regulation on the lump-sum cancellation/withdrawal fee shall apply.

### §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 m<sup>2</sup>.
2. The apartment is let to the Tenant fully furnished.
3. The letting does not include any other parts of the building. 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 in compliance with relevant legal requirements. The Tenancy Agreement may also be terminated by the Landlord if the Tenant repeatedly violates the House Rules, which constitute an integral part of the Tenancy Agreement.
3. Termination by the Landlord shall be notified through the court at four weeks' notice to the last day of a month. Termination by the Tenant shall be notified in writing at three months' notice to **31 August or 30 September** 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](mailto: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. The Tenant has the right to suggest a new tenant to the Landlord before the end of the agreed tenancy period (presentation right). If the Landlord agrees to the conclusion of a new Tenancy Agreement for the Accommodation Unit with the new tenant introduced by the Tenant, the Tenant undertakes to pay the Landlord a lump-sum administration fee of €150.00 including VAT for such management of switch of tenancy agreements.

**§4 Rental and value protection**

1. The parties mutually agree as follows:

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
- plus the monthly service fee for THE FIZZ Service	EUR	XXX	net	+10% tax =	EUR	XXX	gross
<b>Amounting to a total of currently</b>					<b>EUR</b>	<b>XXX</b>	<b>gross</b>

2. The monthly rent referred to in paragraph 1 for rental space and furnishings is a graduated rent. It is agreed that this will increase by 3% of the last net bare rental (Section 4 (1)) after the end of each year from the start of the tenancy. The starting point for the increase is the rent payable for the previous year. The increased amount is rounded to the nearest euro.
3. In addition to the monthly rent, the Tenant shall pay (contrary to Section 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 understood are included in the gross monthly fee (see above section 4 no. 1) and consist of 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 Sections 21 and 23 MRG in the version applicable at the time of concluding the Agreement.
  - b. Reasonable 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.
  - c. Costs incurred for the property (e.g. through maintenance, cleaning, drawing electricity or hot water, calibration, TÜV inspection or troubleshooting); in respect of: safety and security facilities (consisting of: smoke extractors, video surveillance, fire extinguishers, carbon monoxide warning system), intercom system, lift, garage (consisting of: 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, it is agreed that the other provisions of Sections 21 et seq. 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, which shall be calculated according to the size of the rental property (single studio or double studio). Operating costs will not be billed separately.
5. The Landlord may pass on increases in operating costs to the Tenant in due proportion, for which a written declaration is required stating the reason for the increase and the new amount of the monthly operating cost lump-sum fee. The increase in operating costs shall take effect from the beginning of the second calendar month following the written declaration and is capped at a maximum of 10% of the previous operating cost lump-sum fee.
6. In addition to the monthly rent, the tenant shall pay a monthly service fee for the provision of THE FIZZ Service.

7. The agreed rent including the lump-sum fee for operating costs, ongoing public charges and charges for communal facilities, as well as the flat rates for heating, media use and the service flat rate plus VAT shall be payable in advance by SEPA direct debit on the first day of each calendar month. If the SEPA direct debit mandate cannot be issued without undue delay before the commencement of the tenancy, the first month's rent including the lump-sum fee for operating costs, ongoing public charges and charges for communal facilities, as well as the flat rates for heating, media use and the service flat rate plus VAT shall be payable to the Landlord within 14 days of payment of the admission fee, but no later than 30 days before the commencement of the tenancy.
8. The Landlord is entitled, but not obliged, to collect any outstanding claims - whether claims for rent, the agreed deposit, refund of expenses or the agreed contractual penalties (cancellation fee) – via the SEPA direct debit mandate or the notified credit cards.
9. Multiple tenants are jointly and severally liable for the entire rent.

#### **§5 Maintenance, servicing and repair obligations**

1. The Landlord is obliged to maintain the rental property and the general parts of the building, only to the extent of what is possible, economically affordable and reasonable, in a condition that allows simple use within the meaning of Section 1096 (1) ABGB for the purposes of the Agreement (referred to as the “core scope of maintenance” [Erhaltungskernbereich]). Hence, the Landlord is only obliged to remedy defects that conflict with the usability of the rental property for simple residential purposes. The Landlord’s maintenance obligation in this respect is entirely nullified if simple usability is thwarted through the fault of the Tenant or persons associated with the Tenant.
2. If work within the Landlord’s core scope of maintenance – particularly the repair of serious damage to the building – becomes necessary, the Tenant shall be obliged to notify the Landlord without delay.
3. The Tenant is responsible for all maintenance works beyond the core scope of maintenance defined in paragraph 1 and shall keep the rental property in good order and condition. It is therefore expressly understood that, with the exception of the said core scope of maintenance inside the rental property, the maintenance obligation within the meaning of Section 1096 (1) ABGB rests entirely with the Tenant.
4. If the Tenant does not comply with the maintenance and repair obligations, the Landlord may, after unsuccessful request and setting of a deadline, arrange for the necessary work to be carried out in the rental property at the Tenant’s expense.
5. The Tenant is obliged to replace inventory items that have become unusable due to improper use with items of the same type and quality in new condition. At the end of the Agreement, the replacement items shall, at the Landlord’s discretion, either remain in the rental property or be removed by the Tenant at his own expense. Lamp replacement shall be at the Tenant’s expense. On vacating the property, all lamps must be handed over, being of the same type and wattage and in good working order.

#### **§6 Other rights and obligations of the parties**

1. The Tenant may not carry out structural alterations, particularly fixtures, conversions, installations or similar, without the Landlord’s consent.
2. The Tenant shall, after pre-registration, permit the entering, the temporary use and modification of his rental property if necessary or expedient in order to carry out maintenance or improvement works (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 outside the rental property and 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 movable property. Damages and wear that go beyond usual wear and tear or are caused by improper use shall be remedied at the Tenant’s expense.
5. The landlord shall take over the administration and support the tenant on site during the move-in process (“move-in process”). An admission fee of EUR XXX must be paid for the move-in process.
6. 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 tenants of THE FIZZ in limited capacity. Therefore, the tenant is only entitled to share the limited capacity with the other tenants 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 Tenant is aware of the House Rules in their latest version. They form an integral part of the Agreement and the Tenant expressly undertakes to observe and comply with all rules laid down therein. The Landlord may change the House Rules unilaterally, where necessary for building management reasons. In this case, the Tenant is obliged to comply with the changes to the House Rules from the time they are notified.

**§8 Section 8 Prohibition of transfer and subletting**

Any transfer including partial transfer in any form whatsoever, or paid or unpaid, full or partial subletting or any other handover of the rental property to third parties is not permitted without the Landlord’s express consent. For the avoidance of doubt, it is expressly agreed that this prohibition of transfer and subletting also includes temporary letting via travel websites and Internet portals (Airbnb, Wimdu, etc).

It has been specifically agreed between the parties that any breach of this contractual prohibition of transfer and subletting shall entitle the Landlord to demand a contractual penalty in the amount of up to three monthly rental (net bare rental) payments.

**§9 Deposit**

The Tenant undertakes, upon concluding the Agreement, to pay a deposit of three (3) monthly Net Bare Rental, in total value of € XXX. After the rental property has been handed back, the Landlord shall return the deposit to the Tenant as soon as possible together with interest earned thereon at the basic interest rate for overnight deposits, 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 lessor shall assume the deposit with the consent of the lessee 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 and conditions precedent point 5.

**§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. In the event that any provision of the Agreement is null and void, the parties agree to replace the provision in question with another legally effective provision which comes economically closest to the invalid provision or which would have been agreed by the parties had they been aware of the nullity of the provision in question when the Agreement was signed. The remaining provisions shall remain unaffected.
3. This Agreement shall be governed by Austrian law to the exclusion of international conflict-of-law rules.
4. The place of jurisdiction for all disputes arising from this Agreement is the competent court at the location of the rental property.

\_\_\_\_\_  
Place, Date

\_\_\_\_\_  
Place, at Date

\_\_\_\_\_  
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 <b>XXX</b> <b>XXX,</b> <b>XXX XXX</b>		<b>Recurrent payments</b>
CI/Creditor Identifier <b>XXX</b>	Mandate reference <b>XXX</b>	
Tenant as per Tenancy Agreement <b>XXX</b> <b>XXX, XXX</b>		
Date of first direct debit <b>XXX</b>	The amounts to be debited are stated in the Tenancy Agreement and in the fee list	

**SEPA Direct Debit Mandate**

I/we authorise

Payee's name <b>XXX</b>
----------------------------

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 <b>XXX</b>
----------------------------

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) <b>XXX</b>	
Street name and number, postcode and city <b>XXX, XXX XXX</b>	
Bank name <b>XXX</b>	
SWIFT/BIC code <b>XXX</b>	IBAN account number <b>XXX</b>
Place, date	Signature(s) of payer(s) <b>X</b>

## 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. An overnight stay of a friend or acquaintance must be notified to the House Manager in advance.
- 1.2 To conclude a tenancy agreement for THE FIZZ Young Professional, a certificate from the employer (employment confirmation) and copies of the last three salary statements must be presented to the Landlord.
- 1.3 The Landlord or its representative may enter the rented rooms after prior notification or announcement on the notice board. Access shall be permitted and facilitated at any time in case of danger.

### 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 Furnishings may not be removed from the rented rooms nor new ones added without the Landlord's consent. If the owner has allowed the Tenant to introduce his own furniture or other equipment, such items must be removed from the building no later than the end of the tenancy. If this obligation is not fulfilled, the owner will remove them at the Tenant's expense.
- 2.2 Necessary repairs, defects and damage to the room furnishings must be reported to the House Manager immediately.
- 2.3 Tenants shall keep the rooms in good order such that visitors can be received at any time.
- 2.4 Technical equipment in the rented room must be used in accordance with the operating instructions provided at the time of moving in.
- 2.5 Posters, stickers and the like must not be affixed to room doors.
- 2.6 Carpets may not be glued or nailed.
- 2.7 Posters, pictures, stickers, banners, placards, etc. must not be affixed to the walls or ceilings of the rented residential unit.
- 2.8 Floors, windows, doors and furnishings included in the rental may only be cleaned with commercially available and appropriate agents; natural woods must be treated regularly with suitable polishes. Care instructions must be observed.
- 2.9 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.
- 2.10 The use of corrosive pipe cleaners is prohibited due to the resulting danger to the drainage pipes.
- 2.11 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.
- 2.12 Doors and windows must be kept properly closed in case of bad weather or absence.
- 2.13 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.
- 2.14 In view of the communal nature of electricity costs as part of the operating costs, the installation and operation of additional household appliances, such as hotplates, washing machines, spin dryers, tumble dryers, refrigerators and heat sources of any kind, shall be prohibited without the prior written consent of the Landlord.
- 2.15 Clothes, suits, etc. may not be hung on or in front of the windows. 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.
- 2.16 The balcony may only be used in the usual manner. It must not be used for storing rubbish, junk etc. or for parking.
- 2.17 Barbecuing on the balcony is not allowed.
- 2.18 Carpets, beds, blankets, upholstered furniture and similar items may not be cleaned in the stairwell, out of the window or on balconies.
- 2.19 The Tenant is liable for ensuring that the room inventory is complete and intact.
- 2.20 It is not permitted to make building alterations – even minor ones – to the room, the building, the inventory or the outside area (balcony, terrace and plants) .
- 2.21 Personal property and valuables shall be kept securely under lock and key.
- 2.22 Light bulbs or fluorescent tubes shall be replaced at the Tenant's expense. When vacating the room, all light bulbs and fluorescent tubes of the same wattage must be handed over in serviceable condition.
- 2.23 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.
- 2.24 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.
- 2.25 The Tenant may not sublet the rented living space and/or hand it over to third parties without the Landlord's written permission.
- 2.26 The Tenant may not operate refrigerators, stoves, air conditioners or electric heaters of any kind in the apartment without the Landlord's written consent.
- 2.27 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. The Tenant is liable for all damage caused by him and his visitors in all publicly accessible areas of the building.
- 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 or technical 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 which are common in the apartment and which are kept in suitable containers in a manner appropriate to the species. The keeping of non-residential animals is only permitted with the written consent of the House Manager. The keeping of dogs, cats or free-roaming, dangerous as well as exotic animals is not permitted. If the keeping of animals causes a nuisance to fellow residents and/or a considerably detrimental use of the apartment (unclean keeping of animals), this may lead to the prohibition of keeping animals.

### 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.
- 5.5. Access to the apartment must be provided for annual fire safety maintenance.

### 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 in particular 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 FIZZ operates a cooperation with the parking garage Hauptbahnhof Ost 2 in Maria-Lassnig-Strasse. Tenants can conclude a contract directly at [www.goldbeck-parking.at](http://www.goldbeck-parking.at) and receive a code for online registration from the building management.
- 7.2 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.
- 7.3 Motorcycles, scooters, mopeds and cars must only be parked in rented parking spaces or in the garage.
- 7.4 The car park and fire brigade access roads must be kept clear for reasons of traffic and fire safety.
- 7.5 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.
- 7.6 If parking permits or stickers are issued to establish the right to park, these must be affixed to the vehicle.
- 7.7 The parking spaces may only be used for roadworthy vehicles that are registered with the authorities.
- 7.8 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.
- 7.9 The Landlord does not guarantee vehicle safety.
- 7.10 The Tenant may not sublet the parking space and/or hand it over to third parties.

## **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 Public notices from THE FIZZ on the FIZZ Boards provided for this purpose are binding on tenants.
- 9.2 Information for tenants from THE FIZZ can also be found on the FIZZ Board. All items of information and news from THE FIZZ are additionally communicated to the community via the closed Facebook group "FizzyFizz".
- 9.3 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. The Landlord is not liable if a key or giving access to the rented rooms falls into the wrong hands.
- 10.4 The lock fitted by the Landlord may not be replaced by a different lock.
- 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.
- 12.2 Upon moving out, a final cleaning fee in the amount of € 90 gross will be charged and deducted directly from the deposit.

## Fees and Rates



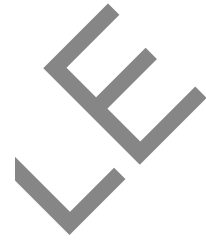
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### Fees and Rates

Address of the property: Bloch Bauer Promenade 6, 1100 Wien, Austria  
 Owner of the property: ICA Generalmieter GmbH  
 UID-Nr. of the owner: ATU74456126

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

Fees & Rates	One-off	Monthly	Annual
<b>Final cleaning charge</b>	€ 90,00	---	---
<b>Admission fee (Full Year Stay, Long Term Stay, Early Bird, Last Minute)</b>	€ 80,00	---	---
<b>Admission fee (Semester Stay)</b>	€ 150,00	---	---
<b>New tenant-rate</b>	€ 150,00	---	---
<b>Administration-, examination rate for subtenancy</b>	€ 25,00	---	---
<b>Landlord confirmation</b>	€ 8,00	---	---
<b>Reminder fee</b>	€ 9,50	---	---
<b>Chargeback fee</b>	€ 10,00	---	---
<b>1st Warning notice fee</b>	€ 20,00	---	---
<b>2nd Warning notice fee</b>	€ 50,00	---	---



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## Charged Services – optional bookable

**Address of the property:** Bloch Bauer Promenade 6, 1100 Wien, Austria  
**Owner of the property:** ICA Generalmieter GmbH

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

Services	One-off	Mon. - Fri.	Fri. - Sun.
<b>Extra bed excl. bed linen*</b>	---	€ 10,00 per day	€ 25,00
<b>Bed clothes</b>	€ 10,00	---	---
<b>Colour copies</b>	€ 0,50	---	---
<b>Black and white copies</b>	€ 0,25	---	---
<b>Door opening by FIZZ</b>	---	€ 25,00	---
<b>Door opening by Locksmith</b>	€ 150,00	---	---
<b>Guest key/chip</b>	€ 5	---	---
<b>Wash cycle</b>	€ 3,00	---	---
<b>Dry cycle</b>	€ 3,00	---	---
<b>Apartment cleaning service</b>	---	€ 45,00	---
<b>Power plug (3 plugs)</b>	€ 4,50	---	---
<b>LAN-cable</b>	€ 4,00	---	---



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<b>HDMI-cable</b>	Sale of HDMI-cable	€ 7,20	----	----
<b>Glass cleaner</b>	Sale of glass cleaner	€ 3,50	----	----
<b>Floor cleaner</b>	Sale of floor cleaner	€ 3,90	----	----
<b>Kitchen cleaner</b>	Sale of kitchen cleaner	€ 4,80	----	----
<b>Bathroom cleaner</b>	Sale of bathroom cleaner	€ 4,80	----	----
<b>Cleansing sponge</b>	Sale of eraser sponge for the walls	€ 2,00	----	----

