

## 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.