

## House Rules

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

### 1. Living in THE FIZZ.

- 1.1 Persons may only live in the building after a valid Tenant agreement has been concluded. The same applies to the use of all communal areas and the use of the underground parking space. Friends and acquaintances are welcome to stop by for visits. The Tenant must notify the house manager in advance if a friend or acquaintance will be spending the night.
- 1.2 The Landlord or his designated agent may enter the Landlord premises following prior arrangement or posted notice. In the event of imminent danger, access is permitted at any time and must be allowed.

### 2. Use of the Landlord living area.

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

- 2.1 Furnishings may not be removed or installed in the Landlord premises without the consent of the Landlord. In the event that the owner gave permission to install the Tenant's own furniture or other fixtures, all such items must be removed from the building no later than the expiration of the Tenant term. In the event that the Tenant fails to fulfill this responsibility, the owner will remove such items at the expense of the Tenant.
- 2.2 The Tenant must immediately notify the house manager of necessary repairs and defects.
- 2.3 Technical equipment in the Landlord premises must be used in accordance with the operating instructions which are handed out during move-in.
- 2.4 Damage to furnishings in rooms must be immediately reported to the house manager.
- 2.5 The installation of lock cylinders not issued by the building is prohibited.
- 2.6 Tenants are prohibited from placing signs, photos and stickers, banners, labels, etc. on the walls/ceilings of the entire premises, except for the walls of the apartment
- 2.7 Floors, windows, doors and co-Landlord furnishings may only be cleaned with commercial cleaners suitable for this purpose. Natural wood must be regularly treated with the appropriate polishes. Cleaning and care instructions must be observed.
- 2.8 No objects/food remnants which could cause blockages may be thrown into the toilet or other drains. Discharge siphons are to be maintained in usable condition at the Tenant's expense.
- 2.9 The use of caustic pipe cleaners is prohibited due to resulting acute danger to drainage pipes.
- 2.10 During storms or when absent, doors and windows must be kept properly locked.
- 2.11 The Tenant must immediately file a report with the house manager if vermin or pests are detected in the Landlord premises. A delay or failure to file the report shall result in the loss of the Tenant's potential claims against the Landlord.
- 2.12 Installing and operating additional household appliances such as cooking plates, washing machines, dishwashing machines, electric clothes dryers, refrigerators and electric heaters of any type is prohibited.
- 2.13 Clothing, suits and similar items may not be hung in front of or out of windows. Liquids, refuse and the like may not be emptied and/or thrown from windows or the balcony into the courtyard, the yard, onto the roof or into the gutters.
- 2.14 The balcony may solely be used in the normal manner. The storage of refuse, junk etc. and usage as a storage area is not permitted.
- 2.15 Barbecuing is not allowed on the balcony.
- 2.16 Carpets, bedcovers, coverings, upholstered furniture and similar items may not be cleaned in the stairwell, in windows or on the balcony.
- 2.17 Structural modifications to the room, the building or the furnishings are not permitted, even if minor in nature.
- 2.18 The Tenant shall bear the cost of replacing light bulbs and fluorescent tubes. When moving out, all light bulbs and fluorescent tubes must be returned in the same wattage and be in usable condition.
- 2.19 Care should be taken to be economical when consuming water, electricity, hot water and space heating. For extended absences, the Tenant must turn down the heat and keep windows closed.
- 2.20 The Tenant must ensure adequate ventilation. During hot weather, this can be suitably accomplished by a full airing several times a day to replace the air. Continuously tilting the window sash causes significant energy loss, which should be avoided.

### 3. Use of communal facilities in THE FIZZ

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

- 3.1 The Tenant must take care to avoid unnecessary consumption of water and electricity in communally used areas of the building. The Tenant must also prevent unauthorized use of building facilities.

- 3.2 Communal spaces must be cleaned immediately following their use. This also applies to technical equipment which has been provided in the communally used facilities.  
Refrigerators must be periodically cleaned, and defrosted. Stoves (including ovens), washing machines and dryers in the central washing machine room must be cleaned immediately after use (wipe up spilled detergent!).
- 3.3 Sweepings and trash may only be emptied into the trash cans or trash chute provided for this purpose. Official regulations regarding trash separation (organic waste, residual waste, waste paper bins, etc.) must be observed in this context. Bulky or highly flammable waste must be disposed of by other means.
- 3.4 The Tenant is liable for all damages caused by himself or herself in all publicly accessible areas of the building.
- 3.5 The house manager will place the respective room numbers on the mailboxes in the building. For reasons of data privacy and to maintain the uniform appearance of THE FIZZ, name plates are not permitted to be attached.
- 3.6 Installation of outdoor antennas and satellite systems is not allowed.
- 3.7 Structural and technical modifications, as well as work which impacts safety and utility services (e.g. locking systems, gas, water and sanitary areas, electrical network) are not permitted. All electrical devices used by the Tenant must bear the EU's CE conformity marking.
- 3.8 Communal spaces and study rooms may only be used for parties and celebrations after prior consultation with the house managers. Floor hallways and escape routes may not be used for parties or celebrations.

#### 4. Consideration & Nighttime Quiet

- 4.1 Residents in our THE FIZZ student residence should have the opportunity to study undisturbed and do their academic work. Living together in THE FIZZ necessitates special consideration to be practiced. Disturbing other residents is prohibited. Noise such as loud music, slamming doors, etc. should be avoided. Televisions and radios should be used at low volume. Shoes which produce loud footfall, e.g. clogs, must be used with great care.
- 4.2 Silence must be observed in the living area from 10pm to 7am.
- 4.3 Nighttime quiet is in effect from 10pm to 7 am in communal areas. Designated common areas may still be used between 10pm and 12 midnight at low noise levels as long as no other residents are disturbed. The house manager will inform the Tenant of which common areas fall under this exemption.

#### 5. Fire prevention

- 5.1 Fire safety in the building is an important requirement. After moving in, the Tenant is obligated to acquaint himself or herself with fire safety precautions, emergency exits and alarm options and to act in a manner that prevents fires.
- 5.2 Fire safety equipment must not be damaged or limited in its function.
- 5.3 Misuse of fire extinguishers is prohibited.
- 5.4 Bicycles, strollers, scooters, beer crates and other objects may not be placed in the hallways, stairwells or in the forecourts of the apartment.

#### 6. Vehicles / cars / motorcycles / parking spaces

- 6.1 Bicycles may not be parked inside living areas, corridors or stairwells. Bicycles must be parked in the dedicated area/parking space.
- 6.2 Motorcycles, scooters, mopeds and cars must be parked in rented parking spaces or in a garage.
- 6.3 For reasons of traffic and fire safety, access to parking areas and accesses used by fire department vehicles must be kept clear.
- 6.4 The Landlord is responsible for keeping parking spaces, access to buildings and sidewalks free of snow and ice.
- 6.5 The Landlord does not assume any warranty for the safety of vehicles.

#### 7. Safety

- 7.1 For reasons of safety, the door to the building and the door to the floor/door to the apartment and all means of access to the entire property must be kept locked at all times.
- 7.2 Door access cards must be kept in a safe location. In the event of loss, the house manager must be notified immediately.

#### 8. Ban of Smoking

- 8.1 On the entire premises, i.e. in the apartment and the common areas, smoking is strictly prohibited. Smoking is only allowed in dedicated outside smoking areas.

#### 9. Obligations of the Tenant regarding the use of the Internet

- 9.1 During the internet use, the tenant is responsible for the transmitted data, the used services and any legal transactions made while using the internet.
- 9.2 The tenant is obliged to comply with the applicable law when using internet access, to refrain from violating the rights of third parties and the principles of the protection of minors.

In particular, the tenant is **prohibited from taking the following actions:**

- the retrieval or distribution of unmoral or unlawful content,
- the unlawful reproduction, distribution or making available to the public copyright, trademark, personal or otherwise legally protected content, goods and products; this applies in particular to participation in file-sharing services or other means of exchanging data,
- the posting, distribution, offer and promotion of pornographic content, services and/or products that violates laws on the protection of minors, data protection law and/or other law and/or fraudulent content, services and/or products,

- the publication or making available of content which offends or defys other participants or third parties, and/or
  - the sending of mass messages (spam) and/or inadmissible advertising.
- 9.3 When hosting own content on the internet and when communicating with other users, the following acts are also **prohibited**:
- the transmission of above-average amounts of data,
  - any activity affecting the smooth operation of internet access and to make disproportionate use of the systems,
  - the connection or use of routers other than those provided (the instructions provided for connecting the routers must be observed),
  - the spread of viruses, Trojans and other harmful files, and/or
  - the dissemination of obscene or defamatory content and content likely to promote or support racism, fanaticism, hatred, physical violence or illegal acts.
- 9.4 The tenant indemnifies the landlord from all damages and claims of third parties, which are based on an illegal internet use by the tenant and / or on a violation of the terms of use contained in § 9 no. 2 and no. 3; also from all costs incurred by the landlord due to the claim of an (alleged) infringement of the law and related costs to defend such claim, such as legal and court costs and expenses. The tenant is obliged to inform the landlord immediately as soon as s/he has indications that his/her internet use has led to or threatens to lead to a violation of the law or that there is or threatens to be a violation of the terms of use.