

Sublease - Rental Agreement for Second Home - Temporary Living

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The German version (<https://miete.2ix.at/mietvertrag.pdf>) is legally binding. This English version (made by Google-Translator) is intended to facilitate understanding for non-German speakers.

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Landlord and Owner:

Franz Josef Weihs, Töllergasse 42/1/29, 1210 Vienna, Tel.: 0676 555 99 42, Email: fjweihs@gmx.at

Tenant: Name: Date of Birth:

Tel.: Email:

Passport number: Valid until:

Issuing authority:

Employed at company/address/as

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Primary residence:

Number of people moving in:

Rental property:

Address: 1100 Vienna (the exact address is stated in the original rental agreement to be concluded)
Apartment door no. 13 with 38.15 m² and basement compartment no. 13 with 3.65 m² = 41.80 m²,
consisting of an entrance hall with kitchen, separate toilet, bathroom with shower, living room,
bedroom – all properly equipped according to the separate inventory list/handover protocol. The
entrance hall/kitchen, bathroom, and separate toilet are tiled, while the living room and bedroom
have parquet flooring.

Hot water connections are located in the bathroom and kitchen. Heating (and hot water generation)
is provided by a gas combi boiler with radiators in all main rooms.

Personal background:

I, Franz Weihs, have a busy international patchwork family situation and therefore do not want to
rent the apartment long-term and do NOT want to have to deal with lawyers, court proceedings, and
all sorts of other legal issues at some point due to my own use. This is neither satisfactory for me nor
for the tenant. I could therefore either leave this apartment vacant or offer it to someone who
agrees to the conditions listed below.

I rent the apartment for a fixed term of 6 months.

If you need more, we can discuss a new lease for a further 6 months in good time, as I will then have
a better understanding of the current situation regarding my potential personal needs in the next six
months and the future development of my family.

However, the agreed 6 months are guaranteed by the landlord and the tenant.

The tenancy begins on:

The tenancy ends on:

The security deposit is €3,333 and corresponds to three monthly flat rates. (This deposit will be invested with interest - you will receive a confirmation - and will be refunded including interest upon proper return.)

The rental fee is an all-inclusive flat rate of €1,111 per month and includes:

- Rent
- Electricity costs for a maximum of 3,000 kWh per year
- Heating and hot water costs for a maximum of 5,500 kWh = 500 m³ per year
- Unlimited internet connection with 60 Mbps download and 15 Mbps upload
- Household insurance with standard coverage, except for personal belongings brought in by the tenant and liability insurance for the tenant, as the insurance contract is issued to the owner of the apartment.
- General operating costs and building maintenance costs
- Boiler maintenance
- Complete furnishings and equipment of a typical household - see separate inventory list/handover protocol, which is part of this rental agreement.
- The tenant checks all individual items on the inventory list upon handover and reports any overlooked or hidden defects (e.g., testing of dishwasher, washing machine, etc.) to the landlord within one week of handover to enable remediation.

The deposit and the rental fee for the entire rental period of 6 months are to be paid in advance by bank transfer (received no later than 3 working days before key handover) or in cash upon key handover at the latest – thus a total of €9,999.

You will of course receive a correct invoice and payment confirmation. This will be taxed by my tax advisor.

The deposit will be refunded within 4 weeks after the tenant has properly returned the rental property to the landlord. The landlord is entitled to deduct claims against the tenant, such as damage to the apartment or its furnishings (see separate inventory list/handover protocol), contamination, or other disadvantages caused to the landlord in connection with the tenancy (including any associated necessary legal, representation, and collection costs), from the security deposit.

The tenant is not permitted to offset their own claims against the landlord's claims arising from this tenancy.

The tenant may only use the rental property for their own residential purposes. Subordinate use as a private office is permitted, provided that the predominant use for residential purposes remains guaranteed.

Subletting or subletting, in whole or in part, is not permitted.

The rental property and its furnishings have been thoroughly inspected by the tenant.

Only the interior of the rental property is rented out.

Any disposal of the exterior areas of the rental property requires the consent of the landlord, the property management company, and/or the homeowners' association, depending on the type of property.

The installation of a satellite system or other objects on the exterior surfaces is expressly prohibited.

It is agreed that tenant and landlord will not cause each other any damage of any kind. The tenant must treat the rental property and its contents carefully, with the greatest possible care, and preserve its substance. They must maintain cleanliness and prevent vermin infestation.

The tenant must keep electricity and gas consumption within the limits of normal residential use.

(Comparison basis: e-Control tariff calculator for a two-person household: 3,000 kWh for electricity

and 5,500 kWh for gas per year.) Any excess consumption will be charged at 30 cents per kWh for electricity and 15 cents per kWh for gas, or deducted from the security deposit.

The tenant is responsible for maintaining the facilities intended for the rental property, in particular the lighting, gas, water, heating, and sanitary systems, and, unless this involves repairing serious damage to the property or eliminating a significant health hazard, to maintain them in such a manner that no disadvantage arises for the landlord or the other tenants of the property. If repairing serious damage to the property becomes necessary, the tenant is obligated to notify the landlord or property management (contact details in the "Welcome" folder in the apartment) without delay, otherwise compensation will be payable.

The tenant is liable to the landlord for any damage to the rental property, its furnishings, and communal facilities caused by the tenant, their relatives, and all persons whose use of the rental property is considered to be indirect use by the tenant.

The tenant is responsible for all damage to the rental property caused by improper use during the rental period.

If the tenant fails to comply with the obligations set forth in this paragraph despite a reminder and the setting of a reasonable grace period, the landlord is entitled to arrange for the necessary work to be carried out at the tenant's expense.

With regard to the internet connection provided, the tenant undertakes:

to comply with applicable law when using the internet and acknowledges that use of the internet network is at the tenant's own risk and that the landlord assumes no responsibility for possible consequences arising from the use of the internet (e.g., transmission of malicious software, etc.). The tenant is solely responsible for the data transmitted via the internet network provided, the paid services used through it, and the legal transactions concluded therein, and must bear any resulting costs.

Furthermore, the tenant undertakes not to use the internet network to access or distribute immoral or illegal content, not to infringe any copyrights, and in this context, in particular not to use file-sharing networks that infringe copyrights.

The tenant acknowledges that house rules exist and agrees to comply with them and to instruct all of their relatives and visitors to do so. The house rules are included in the appendix and in the "Welcome" folder available in the apartment.

For communications and deliveries between the parties, it is agreed that these shall be made to the landlord at the address stated at the top of this rental agreement, and to the tenant at the address stated in this rental agreement. This applies unless the other party has been notified of a new delivery address in writing. In that case, delivery shall be made to this address.

The tenant has been made aware of the provisions of the Registration Act regarding registration and deregistration of residence. This is a rental pursuant to Section 1 Paragraph 2 Item 3 Letter b and Item 4 of the MRG (Mirrored Residence Act), the "Philharmonic Regulation." The tenant therefore undertakes to use the apartment as a second residence (or secondary residence) for professional or leisure purposes and to register it accordingly. (Section 1 Paragraph 2 Item 3 Letter b and Item 4 of the MRG can be found, among other places, at <https://www.jusline.at/gesetz/mrg/paragraf/1>)

In cases of imminent danger, entry to the premises is permitted even without the tenant's presence. During the last two months before the end of the tenancy, the tenant must allow persons notified by the landlord to inspect the rental property after an appropriate appointment has been made. Either the tenant or their representative and/or the landlord or their representative must be present.

At the end of the tenancy, all keys, the apartment, the basement storage compartment, the furniture, and other items must be returned to the landlord, tidy and clean, as per the inventory list,

just as they were at the time of the rental. If this contractual obligation is not properly fulfilled, the landlord is entitled to commission a specialist company to carry out the cleaning or repair any damage. The resulting costs will be deducted from the security deposit, and the tenant is obligated to reimburse the resulting costs within 14 days of the specialist company's invoice.

There is no right to reimbursement of investments or repair costs by the landlord.

By signing this agreement, the tenant is obligated to fully indemnify and hold the landlord harmless in all respects.

Vienna is agreed as the place of jurisdiction. Austrian law shall apply to this contractual relationship. It is expressly stated that the Tenancy Act (MRG) does not apply to this contractual relationship, as the full exception under Section 1 (2) Item 3 and Item 4 of the MRG is met.

Should any provision of this agreement be or become invalid, void, or unenforceable, the validity of the remaining provisions shall remain unaffected. In place of the invalid/unenforceable provision, the tenant and landlord shall agree on a provision that most closely approximates the purpose intended by the invalid/unenforceable provision. This also applies to filling any gaps in the agreement.

Appendix: House Rules (3 pages)

Place and Date

Signature
of the landlord

Signature
of the tenant

HAUSORDNUNG

Die Bestimmungen dieser Hausordnung gelten für alle Mieter des Hauses, einschließlich deren Beschäftigten sowie für Besucher und Personal.

Die Hausordnung erhebt keinen Anspruch auf Vollständigkeit. Sie kann von der Verwaltung im Bedarfsfall jederzeit durch Anfügung weiterer Bestimmungen ergänzt werden.

Diese Hausordnung in der jeweiligen Fassung gilt als Bestandteil des Mietvertrages. Die beharrliche Nichteinhaltung einzelner Bestimmungen der Hausordnung trotz Verwarnung stellt einen wichtigen Kündigungsgrund dar.



- Auf dem Dachboden, in der Gargage und in den Kellerräumen ist das Rauchen und Hantieren mit offener Flamme untersagt
- Lagerung leicht entzündbarer oder gesundheitsgefährdender Stoffe inner- und außerhalb der Mieträume ist untersagt
- Keine Gegenstände aus dem Fenster, vom Balkon/Terasse werfen
- Haustüre immer geschlossen halten
- Kindern ist das Spielen auf Treppen und Fluren untersagt



- Das Lärmen, Singen und Musizieren außerhalb der Mieträume ist untersagt.
- Nachtruhe: 22.00 bis 7.00 Uhr
- Tagsüber: 12.00 bis 14.00 Uhr



- Beschädigungen und Verunreinigungen des Hauses, der Hof- und Gartenflächen und des Gehsteiges sind zu unterlassen.
- Für Schäden (auch durch in seiner Obhut befindliche Tiere) hat der Verursacher/Mieter aufzukommen.



- Müll in dafür vorgesehene Tonnen entsorgen, nicht ins Klo spülen
- Sperriges entsorgen
- Eigenverantwortliche Verschmutzungen des Stiegenhauses ist selbst zu entfernen (zB bei Wohnungsumbauten etc.)
- Der Mieter hat dem Rauchfangkehrer zu den angekündigten Überprüfungs- und Kehrterminen den Zugang in die Wohnung (Kehrstellen und Feueranlagen) zu ermöglichen.

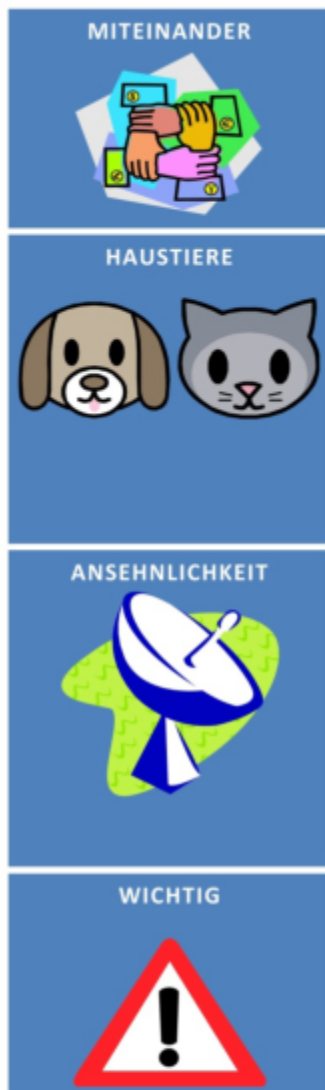
- Zufahrten und Wege für Einsatzfahrkräfte freihalten
- Abstellen von Fahrrädern, Kinderwagen und Fahrzeugen jeglicher Art außerhalb der Mieträume bedarf der schriftlichen Zustimmung des/r VermieterIn.
- Wäschetrocknen an Fenstern oder auf dem Gang ist untersagt.

- Die Aufzugsanlage ist gemäß Anleitung zu benutzen.

- Alle behördlichen Vorschriften (insbesondere solche der Orts-, Bau- oder Feuerpolizei, der Sanitätsbehörde usw.) sind von den Mietern auch dann einzuhalten, wenn hierüber im Mietvertrag und der Hausordnung keine Regelungen getroffen werden.
- Vor dem Anbringen von Dübeln etc. hat sich der Mieter über die Lage der Wasser- und Heizungsrohre zu informieren. Bei Nichtbeachtung haftet der Mieter für alle etwaigen Schäden.

- Wasserleitungen bei Unterbrechungen der Versorgung oder längerer Abwesenheit der Benützer absperren
- Steht die Wohnung für längere Zeit leer, ist der Verwalter/Hausmeister über die Abwesenheit zu informieren

- Sparen Sie nicht nur Geld, sondern schützen Sie die Umwelt:
- Undichte Wasserhähne, defekte Toiletten-Spülungen etc. so rasch wie möglich reparieren
- Türen und Fenster im Winter geschlossen halten
- Licht bei Verlassen des Raumes ausschalten
- Heizkörper gleichmäßig temperieren



- Umbau/Veränderungen nur durch befugte Professionisten und nach Zustimmung der Miteigentümer durchführen lassen
- Platzsparend parken
- Jedes die übrigen Nutzer des Hauses störende oder diesen nicht zumutbare Verhalten ist zu unterlassen

- Die Haltung von in Wohnungen allgemein üblichen Haustieren ist prinzipiell gestattet (ausgenommen gefährlicher Tiere zB Schlangen, Spinnen etc.)
- Hunde sind in der Wohnhausanlage ausnahmslos an der Leine zu führen
- Durch Tiere verursachte Verunreinigungen sind vom Besitzer auf eigene Kosten zu entfernen
- Geschieht das nicht, wird die Tierhaltung untersagt und das Tier ist vom Tierhalter aus der Wohnung zu entfernen.

- SAT-Schüsseln, Antennen, Markisen etc. nur mit Genehmigung sämtlicher Miteigentümer anbringen
- Das Anbringen von Blumenkästen ist bis auf Widerruf erlaubt, wobei für eine fachgerechte und sichere Montage zu sorgen ist. Bei Schäden durch mangelhafte Montage haftet ausschließlich der betreffende Mieter.
- Keine Lagerung von Gegenständen auf Allgemeinflächen

- Eltern haften für Ihre Kinder
- Allgemeines Rauchverbot außerhalb der Mieträume
- Leinenpflicht
- Beschwerden über Verletzungen der Hausordnung sind bei der Hausverwaltung ausnahmslos schriftlich einzubringen