



**in Landsberger Straße 10-10b,
80339 Munich**

between

The 1487 Betriebsgesellschaft mbH
Widenmayerstr. 14, 80538 München
– hereinafter referred as **landlord**–

and

– hereinafter referred as **tenant**–

– landlord and tenant together hereinafter referred as the **parties**.

Preamble

The landlord is tenant of the object at Landsberger Straße 10-10b, 80339 Munich (hereinafter the property).

§ 1 Lease object and lease purpose

1.1 The landlord rents to the tenant in the property in the Landsberger Straße 10, 80339 Munich the following lease object:

1.1.a) the apartment **no. XX**, in **x floor** (hereinafter the Apartment), consisting of **X.0 room**, bathroom, balcony and cellar

1.1.b) the cellar compartment no. **(=No. Apartment)** (hereinafter the cellar compartment)

1.1.c) the equipment or inventory listed in Annex A

(hereinafter together referred as lease object).

1.2 The lease shall meet a short-term and temporary housing need of the tenant due to:

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1.3 The Apartment has access to the Internet via cable network and a wireless LAN-network. This is a basic supply with an extendable maximum data transmission speed up to 1 gigabit. The landlord does not guarantee and the tenant has no claim for a free line at any time, a certain data transmission speed or the transmission of a certain minimum data volume. With regard to the use of the Internet access by the tenant, the conditions of use listed in Annex B apply.

1.4 Additional services are not provided by the landlord. Those can be booked over the website of the landlord. The contract is concluded with the third party alone. The landlord is not liable for any damages.

§ 2 Lease period and termination

- 2.1 The lease agreement begins on **01.12.2019** (hereinafter the start of lease) and ends on **31.03.2020** (hereinafter the lease period).
- 2.2 Early termination is only possible for good cause. Insofar the statutory provisions apply. In case of a termination by the landlord for good cause the tenant shall compensate the landlord for loss of profit, i.e. the resulting rent loss up to the end of the contractually agreed lease term.
- 2.3 Para. 545 of the German Civil Code (BGB) does not apply, so that the lease agreement is not considered to be extended if the tenant continues the use of the lease object after the end of the lease period.

§ 3 Lease payment, operating and additional costs

- 3.1 The tenant shall pay to the landlord on a monthly basis the total amount of **EUR brutto-amount**. This includes the net rent (**netto-amount**), the Starter-Set, a flat rate for all incidental operating and incidental costs (in particular according to para. 2 of the German operating cost regulation (BetrKV) as well as the costs for heat, hot water and electricity) plus VAT (in the currently applicable legal amount of 7 % amounting to **EUR 172.27**).
- 3.2 The amount due pursuant to § 3.1 shall be paid monthly in advance, at the latest up to the third working day of each month, free of charge to the following account of the landlord:

IBAN: **DE59 7002 0270 0020 0641 11**

BIC: **HYVEDEMMXXX**

Bank: **HVB München**

Matter: **Lease payment xxxxx, Apartment No. xx**

Duly payment requires the credit of the amount in the landlord's account.

- 3.3 The tenant shall, upon request, provide the landlord with a SEPA Direct Debit Mandate (hereinafter referred as the SEPA-Mandate). The tenant has to submit the SEPA-Mandate to the landlord at the latest when handing over the lease object. The tenant must ensure that the account specified in the SEPA-Mandate is always sufficiently covered for the collection of the amount due pursuant to § 3.1. The tenant shall to bear the costs for the unpaid direct debits invoiced to the landlord.
- 3.4 If the tenant is in arrears with the payments pursuant to this lease agreement, he shall pay interest in the amount of five percentage points above the current basic rate per year. In addition, the landlord is entitled to reminder fees in the amount of EUR 5.00 for the first



reminder and in the amount of EUR 10.00 for the second reminder. The reminder fees are a lump sum compensation. The tenant may prove that no or less damage has occurred.

§ 4 Handover, Keys

- 4.1 The handover of the lease object takes place on the first day of the lease period.
- 4.2 During the handover of the lease object a handover protocol will be prepared. The tenant shall complete the handover protocol on the day of handover of the lease object and upload it in the tenant's login area on the platform or send it by email to the landlord. If the tenant fails to comply with this obligation or if the landlord does not take part in the handover process, e.g. in the event that the keys are handed over via the post box of the object or similar, the landlord may request from the tenant a joint inspection of the lease object and the joint preparation of the handover protocol. Unless otherwise noted in the handover protocol, the tenant accepts the condition of the lease object to comply with this lease agreement and the correctness of the handover protocol. The tenant will receive a (written or digital) copy of the handover protocol.
- 4.3 The tenant receives three keys (hereinafter each a key) for the lease period. The handover is recorded in the transfer protocol. The tenant shall not produce additional keys. The tenant is aware and he consents that the landlord will keep a (master) key for the lease object.
- 4.4 The tenant shall keep all keys carefully and ensure that these are not lost or stolen. Especially, the tenant shall not hide keys in the entrance area; e.g. under a floor mat. The handover of keys to persons who do not live in the property and are not reported to the landlord is prohibited for security reasons. If a key is lost, the tenant shall notify this to the landlord immediately. The expenses for replacing and reprogramming the key shall be compensated by the tenant with a lump sum of EUR 50 per key plus additional costs for the exchange of the general locking system, unless the tenant can prove to the landlord that a misuse of the lost key is impossible. The landlord is expressly reserving the right to assert further damages.

§ 5 Rent Security

- 5.1 As a security for the landlord's claims under this lease agreement the tenant shall provide to the landlord a security in the amount of

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(hereinafter referred to as Security) on the landlord's account according to § 3.2. As a reference for the transaction the tenant shall use **"Security XXXX , Apartment No. xx"**.

- 5.2 The landlord shall create and keep the Security on an account separate than the account mentioned in § 3.2

- 5.3 The landlord will return the Security to the tenant within a period of six weeks after the return of the lease object in accordance with the provisions of this lease agreement and the settlement of all claims of the landlord against the tenant.

§ 6 Treatment of the lease object, damages

- 6.1 The tenant shall treat the lease object, all facilities and the common rooms carefully. Due to the short-term stay and provided inventory from the landlord the permit to smoke in the entire apartment is excluded.
- 6.2 If there is a damage or exceptional wear and tear of the lease object or the property or a precaution is required to protect the lease object or the property against an unforeseen risk the tenant shall notify the landlord immediately.
- 6.3 The tenant is liable for damage caused by himself or an exceptionally high degree of wear and tear of the lease object or object. The tenant is also liable for any fault by persons who are present on the property due to the tenant's wish/invitation.

§ 7 Lien of the landlord

According to para. 562 of the German Civil Code (BGB), the landlord has a right of lien on the tenants property in the lease object for claims arising from this lease agreement.

§ 8 Sub-renting, Usage by the tenant

- 8.1 The tenant shall not sub-rent the lease object.
- 8.2 The house rules enclosed as Annex D are an integral part of this lease agreement and shall be obeyed by the tenant. A repeated breach of the house rules entitles the landlord to extraordinary termination.

§ 9 Constructional changes by the landlord

- 9.1 The tenant shall tolerate measures by the landlord, which are necessary for the maintenance of the lease object or the property, as well as maintenance measures in accordance with paras. 555a et seq. of the German Civil Code (BGB). The tenant shall keep the respective rooms accessible according to a time schedule coordinated in advance and shall not impede or delay the work performance. Otherwise, the tenant is liable for the resulting damages.
- 9.2 Insofar as the tenant has to tolerate the work, he may neither reduce the rent nor exercise a right of retention or demand compensation. However, the tenant is entitled to a right of reduction in the event that the measures of the landlord completely exclude or significantly impair the use of the apartment, or lead to special nuisances to the tenant.

§ 10 Constructional and other changes by the tenant

The tenant shall not conduct any constructional or other changes (modifications or installations e.g.) to the lease object. In particular, the following measures are prohibited: attaching wallpapers or painting in a different wall colour, nailing into the walls, windows (frames) or doors, glue an additional floor covering (carpets or tiles e.g.), making changes to the gas, electrical, water and sewage installations, to the devices and fittings installed by the landlord in the lease object or in common rooms.

§ 11 Entering the apartment by the landlord

- 11.1 The landlord or a landlord's representative may enter the lease object, if necessary. This applies in particular to the examination of the condition, for the determination and removal of defects, to carry out necessary constructional work, for reading measuring meters, in the presence of an urgent suspicion, that the tenant or other users of the lease object use the lease object contrary to this lease agreement or neglect their custody or due diligence obligations, in order to visit the property with a person interested in purchasing or leasing the property or the lease object.
- 11.2 As far as possible the landlord shall announce the date of the visit to the tenant 3 days in advance. If the tenant is unable to attend the appointment, the tenant shall inform the landlord immediately. If the tenant does not agree to an absence visit, the tenant shall arrange for an alternative appointment with the landlord immediately.
- 11.3 In case of imminent danger, the landlord or a representative of the landlord may enter the lease object at any time and without prior notice.
- 11.4 In the event of a long lasting absence, the tenant shall ensure that the landlord's rights can be exercised in accordance with § 11.1.
- 11.5 The tenant is liable for costs resulting from the fact that the lease object could not be entered by the landlord despite a timely announcement.

§ 12 End of lease and return of the lease object

- 12.1 On the last day of the lease period, the tenant shall return the lease object in the contractual condition. The lease object must be in a condition which allows for a direct next lease without complaints. The obligation to return the lease object does not include those objects from the Starter-Set, which are intended for consumption.
- 12.2 The lease object (including possible rented equipment) must be thoroughly cleaned upon return. The landlord advises the tenant that the tenant can book a final cleaning service over the landlord. With the use of this additional service, the tenant's duty to carry out cleaning is

performed; this does not apply to unusually severe contamination, which the tenant is still responsible for removing.

- 12.3 The lease object (including possible rented equipment) must be undamaged and free of defects upon return as far as the tenant is liable to the landlord cf. § 6. If there are damages or deficiencies, the parties will agree on the expected costs of the removal and the landlord conducts the removal at the expense of the tenant. In the absence of an agreement on the costs of disposal, the tenant is responsible for the disposal at his expense. The tenant shall strictly comply with the landlord's instructions regarding the materials used (such as the color mark and color tone).
- 12.4 The tenant shall remove all personal belongings from the lease object and the property.
- 12.5 All lease items, equipment and keys must be available and in perfect condition.
- 12.6 The return takes place during a joint visit of the lease object with the landlord. The date of return (date and time) shall be agreed in advance between the parties. During the inspection the parties will prepare and sign a return report (possibly digital). In the return report, existing damages will be recorded and the tenant may inform the landlord that he shall take care of the final cleaning of the lease object at the tenant's expense.
- 12.7 If the tenant leaves any object in the lease object, the landlord will dispose of them at the expense of the tenant.

§ 13 Liability of the landlord

The landlord is not liable for material defects of the lease object existing prior to the conclusion of this lease agreement (excluded para. 536a, sec. 1 var. 1 of the German Civil Code (BGB)). In all other respects the landlord's liability is limited to intent and gross negligence. These limitations do not apply to damages resulting from the breach of the material obligations of the landlord and for damages resulting from injury to life, body or health resulting from a negligent breach of duty on the part of the landlord or his vicarious agents.

§ 14 Electricity, gas, water, heating and lift

- 14.1 In case of disturbances or damage to the supply lines for electricity, gas and water the tenant shall notify the landlord immediately. In the case of imminent danger, the tenant shall ensure – as far as it is possible and reasonable – an independent immediate shutdown.
- 14.2 In the case of disturbances in the lift operation, the tenant is not entitled to compensation, unless the disturbances are attributable to an act of gross negligent or intentional behavior of the landlord.

§ 15 Sale of the property

In case of a sale of the property, the tenant herewith irrevocably agrees to the transfer of the lease agreement to the purchaser of the property prior to the transfer of ownership.

§ 16 Right of revocation

- 16.1 If the tenant is a natural person who concludes this lease agreement for a purpose which is predominantly not attributable to his commercial or independent practice (consumer), the tenant is entitled to a right of revocation according to para. 312 sec. 4 sentence 1, no. 7 of the German Civil Code (BGB) in conjunction with paras. 312g, 355 BGB).
- 16.2 Information on the abovementioned right of revocation is provided in the revocation instruction. The revocation instruction together with a sample revocation form is attached to this lease agreement as Annex E.

§ 17 Data protection

- 17.1 In the collection, transmission, processing or use of personal data of the tenant, the landlord shall observe all data protection regulations, in particular the Federal Data Protection Act, and will take adequate technical and organizational measures to ensure adequate protection of the personal data.
- 17.2 The landlord also cooperates with other service providers for the purposes of the conclusion, performance or execution of the lease agreement. Insofar as the landlord conveys personal data of the tenants to these service providers, and these providers process personal data of tenants, this shall be done exclusively in the order and at the instruction of the landlord.
- 17.3 The property is monitored to prevent unauthorized intruders and unauthorized use of the object video in the following areas:
- 17.3.a) Entrance
- 17.3.b) Common Alleys

This monitoring serves the security interests of all tenants, other users or visitors of the object and the property. Further information on video surveillance of the object is given to the tenant when the lease object is handed over.

§ 18 Final provisions

- 18.1 The landlord is entitled to transfer the rights from this lease agreement to a third party; e.g. an administrator.
- 18.2 All declarations by the parties in connection with this lease agreement shall be made in writing, unless otherwise required by law (for example with regard to a termination of the lease agreement).

- 18.3 Should individual provisions of this lease agreement be or become invalid, the validity of the remaining provisions shall remain unaffected. An invalid provision shall be replaced by an effective provision which comes closest to the economic purpose of the invalid provision. The abovementioned applies in the case of gaps in the provisions of the lease agreement.
- 18.4 The competent courts for all legal disputes arising from this contract or in connection with it are the courts at the location of the property.
- 18.5 This Agreement shall be governed by the laws of the Federal Republic of Germany, excluding the provisions of International Private Law. The German text of this lease agreement is the binding version. The English text only serves information purposes and cannot be used to interpret the lease agreement.
- 18.6 The signature of the tenant also confirms the complete receipt of the lease agreement including the following annexes.

- Annex A Inventory and furnishings**
- Annex B Terms of use of the Internet**
- Annex C House rules**
- Annex D Revocation information and form**

Place, Date

Signature landlord

Place, Date

Signature tenant