

General business terms for the temporary use of furnished apartments of the landlord

§ 1 Subject

The following terms and the agreements in the written rent contract to be finalised separately, apply exclusively to the rent contract for different categories of furnished apartments in Berlin. If terms of the written rent contract differ from the terms of these general business terms, the terms of the rent contract take precedence. All furnished apartments have been fitted individually according to a uniform, modern standard, but vary in the furnishings, fittings, size and location. The tenant has the right to at least rent an apartment in the booked category, but not to rent a special apartment or exactly the same type that is illustrated as an example in an advertising medium (e.g. Internet portal www.apartments-mitte.de, advertising flyer etc.) The tenant is not a tour organiser as mentioned in §§ 651a ff. BGB (German Civil Code). The legal and liability regulations for tour organisers described there are therefore not applicable.

§ 2 Contract conclusion

After the reservation enquiry or booking with the landlord or an agent appointed by the landlord, the tenant still does not have the right to rent an apartment booked by him in one of the categories. The binding reservation enquiry/booking is a proposal to finalise a contract. The contract only comes into effect when the booking is confirmed by the landlord by letter, fax or E-mail, i.e. after mutual agreement on the renting period and the rent to be paid for an apartment for this period. If there are differences in the landlord's confirmation of the booking enquiry of the tenant, the confirmation counts as accepted if there has been no written objection by the tenant within 3 days of receipt.

§ 3 Use

3.1

The furnished apartment is rented out for the period agreed on in the rent contract.

The tenant is not permitted to use the apartment (partly) commercially. The apartment is only rented for use with the registered and confirmed number of people. Sub-letting or transfer or use to third parties is expressly forbidden. Taking in additional persons is only permitted with the prior written approval of the landlord and, if required, against payment of an amount to be agreed on in addition to the rent.

3.2

The landlord will make the furnished apartment available to the tenant for the registered and confirmed number of persons on the first day of the agreed rental period from 3 p.m. onwards. At the time of contract termination, the apartment must be left in proper condition, to be handed over by 10 a.m. of the last day of use. A tacit renewal of the rental period due to continuation of the use for rent by the tenant is expressly ruled out.

3.3

Handing over/returning the keys takes place during the working hours of our office in Behrenstr. 1C, 10117 Berlin, i.e. Monday to Friday, daily, from 9 a.m. to 9 p.m., Saturday and Sunday, 9 a.m. to 6 p.m. The tenant cannot expect handing over/returning of keys outside the above mentioned working hours. However, this can usually be organised for the tenant as far as possible. Earlier or later arrival/departure and arrival/departure at weekends must therefore be agreed on in advance with the information office by phone, personally or by E-mail.

3.4

The tenant will take over the furnished apartment in a clean and proper condition with the existing inventory. Any defects or damages

when taking over must be reported immediately to the information office of the landlord.

3.5

The tenant must immediately report any damages occurring in the rented and common rooms to the landlord. If the damage increases because it was not reported and repairs therefore did not take place, the tenant is liable without limitations.

The tenant is liable to the landlord for any violations of these conditions for use and for all damages to the rented property and its fittings caused knowingly by him or a co-resident, visitor, etc. It is essential that the tenant must repair blockages to the drainage pipes between the drain points and the connection points of the main pipe himself, unless, he himself or the persons mentioned above, have not caused the damage. The same applies to breakage of glass in the area of the rented rooms. If the tenant does not immediately comply with his obligation to repair the damage, the landlord can undertake the repair of the damage after sending reminders and setting deadlines at the tenant's expense or demand compensation for damages due to non-fulfilment. In case of imminent danger due to delays, a reminder and setting of deadlines is not required.

3.6

The tenant or a co-resident, visitor etc. must treat the rented rooms including their inventory and the common rooms with all their equipment and furnishings (e.g. installations, heating and cooking facilities) with good and proper care.

The tenant must ensure proper cleaning, ventilation and heating of the apartment rooms in particular.

He is also obliged to get rid of any vermin and bugs, to report this incident immediately to the landlord or the representative responsible and after it occurs, to keep all remaining food in closed containers.

The tenant is not permitted to store any fuel and toxic substances, large quantities of perishable waste or animal feed and similar substances in the rented rooms. Smoking and use of open fire (e.g. candles) is not permitted in the bedrooms.

The applicable times of rest between 1 p.m. and 3 p.m. and 10 p.m. to 7 a.m. must be maintained by the tenant and his co-residents, visitors, etc.

The landlord can compile house rules at his own discretion, on the use of other common facilities, and also change it afterwards, if there are reasonable and fitting reasons to do so. Rights of use only exist within the limitations of these house rules.

3.7

Whenever the tenant leaves the apartment, all windows, doors and taps must be closed and all electrical devices and equipment including the lights must be switched off. At the time of departure of the tenant, the tenant's property in the apartment must be cleared and it must be handed over to the landlord in a clean condition after any heavy dirt and grime, going beyond the normal dirt and grime caused by usage, is removed, with the complete inventory provided at the time of taking over, undamaged.

§ 4 Due Date and Payment

4.1

Unless legal regulations state otherwise, the rent agreed on is to be paid in advance.

Rent is due as follows:

a) Advance payment of 20 % of the rent agreed on

- Basically, within 14 days, after confirmation of the booking by the landlord by letter, fax or E-mail.
- If booking confirmation takes place in less than 14 days

before arrival, advance payment must be made 10 days before arrival at the latest.

- In case of booking confirmations in less than 10 days before arrival, advance payment must be made within 3 days of receiving the booking confirmation.
Receipt of the payment in the landlord's account is essential for the punctuality of payment.

b) Remaining payment

The still open remaining amount of the agreed total rent must be paid at the time of handing over the keys, at the latest. Payment can be made in cash, advance bank transfer, with EC/Maestro card by entering the PIN or by credit card (Visa, MasterCard, American Express).

The above mentioned advance payment can be waived if the tenant provides the landlord with the possibility, within the periods mentioned under a), by informing him of a credit card, including details of the card holder, card number, expiry date, checking number, to draw the agreed rent through credit card payment. The credit card will be charged on the day the agreed rental begins in this case. If the tenant does not comply with the obligation to pay as mentioned under a) or the obligation to provide the credit card information on time, the landlord is obliged not to hand over the rented property and the contract counts as dissolved. The landlord reserves the right to enforce compensation for damages due to non-payment of rent.

4.2

In case of re-booking or cancellation of a rental contract, the tenant must pay a flat rate for expenses of € 30.00 to the landlord. In case of cancellation, this fee is due in addition to the withdrawal fees required by the landlord.

The tenant declares that he agrees to and is committed to pay the above mentioned costs to the landlord in case of re-booking/cancellation of an apartment for temporary use.

The tenant declares that he agrees to and is committed to pay the above mentioned costs to the landlord in case of occupation of an apartment for temporary use.

4.3

The landlord reserves the right to make changes to the price of the rent until contract termination. If rent prices are subject to VAT, they include the respective, valid, legal VAT.

§ 5 Reporting Act

The tenant is obliged to follow the requirements of the Reporting Act.

§ 6 Notice and early termination of the rent contract

The tenant has the right to terminate the rent contract at any time without specifying reasons.

If the arrival periods are from 27.12 - 4.1. of a year and 22.9 - 29.9. of a year, terminations are free of costs, as long as notice of termination is received 10 days before the start of the renting period agreed on. Terminations are free of cost on all other arrival dates, if the notice of termination takes place by 6 p.m. at the latest on the day before the start of the renting period agreed on. If notice of termination is on time, the landlord will only raise cancellation fees in accordance with 4.2. of this contract.

Receipt of a written notice of termination by the landlord is essential for calculating the settlement. If notice of termination arrives late, the full price of rent agreed on must be paid.

If the tenant departs early after the rental period has started, the payment for rent already made for the rental period falls in favour of the landlord.

§ 7 Liability of landlord and tenant

7.1 Liability of the landlord

Any liability of the landlord is limited to wilful intent and gross negligence.

Liability for disturbances due to force majeure or strikes, for transfer disturbances in communications networks and for indirect damages, subsequent damages due to defects and due to lost profits is ruled out.

The landlord is also not liable for damages or losses to the tenant as a consequence of a burglary in the landlord's furnished apartment rented out by the tenant.

Any other possible, additional claims for compensation for damages are limited to 5,000 € per case of damage and expire 6 months after the end of the rent contract.

7.2

The tenant is liable for damages or deterioration of the rented property in accordance with the legal regulations. At the start of the renting period, the tenant is handed over the apartment keys. These keys are a part of the house locking system. The tenant is obliged to return all keys handed over to him to the landlord at the time the rent contract ends. If the tenant does not return the full set of keys, he must pay a flat rate for damages of 221.50 EUR per missing set of keys to the landlord. If all keys cannot be handed over at the time of returning the apartment, however, they are returned to the landlord within 10 working days of handing over the apartment, a flat rate compensation for damages of 21.50 EUR must be paid per set of keys handed over late.

§ 8 Data privacy

The tenant is aware of and approves of, his important personal information being saved on data media. The landlord guarantees, that the relevant customer data have only been collected in connection with the processing of the rent contract, have been processed, saved and used (hereafter jointly described as "use") and passed on to connected companies. If the tenant agrees to additional use by the landlord, the tenant has the right to revoke this approval at any time by sending a relevant E-mail to info@apartments-mitte.de or to revoke it in any other way.

The landlord will not pass on tenant data to third parties for advertising purposes.

§ 9 Place of jurisdiction

The law of the Federal Republic of Germany applies. The place of jurisdiction and place of fulfilment is Berlin in each case.

§ 10 Severability Clause

Even if individual terms of the contract are ineffective, the remaining contract remains binding. If a term is fully or partly ineffective, the contract partners will try and find a solution which comes as close as possible to the intended term.

Landlords: DieApart GmbH
Behrenstr. 1C
10117 Berlin

I have acknowledged the content of the above Landlord's Business Terms and Conditions, declare that I agree with them and confirm it with my signature.

Name of the tenant

Rental period from to

Signature