

**Lease agreement
(Student and trainee residence
SÜDWINK, Constanze-Hallgarten-Str. 6, 81379 Munich)**

between

SÜDWINK Apart GmbH
Kistlerhofstraße 172 c
81379 Munich

- hereinafter referred to as the "Landlord" -

and

Mr XXX XXX,d.o.b. XX.XX.XXXX
Costanze-Hallgarten-Straße 6, 81379 Munich – App. XXX
Tel:
E-Mail:
GUARANTOR:

- hereinafter referred to as "Tenant" -

is

the following rental agreement is concluded:

Preliminary remark

The Landlord is the operator of the student and trainee residence SÜDWINK at Constanze- Hallgarten- Straße 6 in 81379 Munich (hereinafter referred to as the "Property"). The landlord has been authorised by the owner of the property, currently SÜDWINK 1 Vermietungs GmbH & Co. KG, to conclude rental agreements in its own name for the property.

The tenant is aware that one of the aims of letting the flats in the property is to provide accommodation for as many students and trainees as possible due to the limited supply of accommodation. To ensure ongoing rotation, the tenancies can be terminated after a term of six months and are dependent on the tenant's status as a student or trainee.

§1 Rental object, rental purpose, submission obligations

1.1 The Landlord lets to the Tenant in the property:

- The flat with the number XXX on the XXX floor, consisting of one room, bathroom, pantry kitchen, hallway and balcony with approx. XXX sqm ("Apartment").

The flat is shown in Appendix 1.1.a).

The rental space, including the proportionate communal area (roof terraces and common room on the ground floor), is approx. [...] sqm; the size of the exclusive rental space is approx. [...] sqm.

- The storage room number XXX on the 2nd basement floor. ("storeroom")

The storage room is displayed in Appendix 1.1.b).

- The furnishings for the flat listed in Appendix 1.1.c) (hereinafter "Inventory"). The Inventory remains the unrestricted property of the Landlord.

The above areas together with the Inventory are referred to individually or collectively as the "Leased Property".

1.2 The areas pursuant to § 1.1 were calculated in accordance with the Living Space Ordinance, whereby the areas of the balconies are included at a rate of 50% and those of the communal areas pro rata at a rate of 35%.

1.3 The tenant must treat the inventory with care and respect. Any care, use and operating instructions must be observed. The rented property shall be handed over to the Tenant in a renovated condition.

1.4 The rental is for the purpose of

(Please tick as appropriate)

student accommodation

accommodation for trainees.

Any other use is not permitted.

The parties agree that the rented property is rented in a hall of residence for students and trainees in accordance with Section 549 (3) BGB.

The Tenant is aware that the number of rented rooms in student halls and halls of residence for trainees is limited, that the rental period is bindingly limited and that a place in a hall of residence should therefore be made available to as many students and trainees as possible by means of a rotation principle (cf. also preliminary remarks).

1.5 The Tenant may use common areas in the property (such as the bicycle storage room (2nd basement), the laundry room (2nd basement), the common room (ground floor) and the roof terraces together with the other tenants of the property or their guests/visitors, subject to availability. The landlord is not responsible for availability.

The tenant shall treat the communal areas with care and leave them in a tidy condition and show consideration for the interests of the other tenants.

- a) With regard to the laundry room, it is clarified that the use of the washing machines and dryers installed there by the landlord is subject to a charge.
- b) Furthermore, the property has a common room with kitchen on the 1st basement floor. This common room can be rented by the tenants of the property for a short period of time to hold a party/event, subject to prior notification to the property management and subject to availability, and against payment of a flat-rate usage/party fee of EUR 50.00 and a deposit of EUR 150.00. However, the tenant is not entitled to this. The usage/party flat rate does not include the costs for final cleaning and waste disposal after a party/event. Cleaning and waste disposal are carried out by the tenant immediately after the party/event. The tenant shall reimburse the landlord for any additional costs incurred by the landlord through the use of the common room that go beyond the contractual use (e.g. for the removal of damage caused by the tenant or his guests, visitors, etc. or soiling that has not been cleaned or not been cleaned properly).

The maximum number of persons in the event of a celebration is limited to a maximum of 40 persons and may not be exceeded. The landlord expressly draws the tenant's attention to the fact that the communal areas are not approved as places of assembly or do not fulfil the relevant requirements. The Tenant must observe this when using the premises. When holding a party, the tenant must show the greatest possible consideration for the interests of the other tenants and neighbours and avoid disturbances. In particular, the tenant must take into account the main traffic routes and necessary escape routes and keep them clear for unhindered traffic at all times.

The tenant shall indemnify the landlord against all third-party claims asserted against the landlord or the owner in connection with the party organised by the user, unless the event causing the damage was caused by gross negligence or intent on the part of the landlord/owner.

The Tenant may not derive any rights against the Landlord from a short-term or long-term non-usability of the rooms specified under this § 1.5, in particular no claims for reduction and/or damages. The Landlord reserves the right to change the purpose of use of the common rooms and areas at any time. The house rules apply, see §15.

1.6 The Tenant is aware that the mixed use of the SÜDWINK, such as catering use, may result in noise and odour nuisance, particularly from the outdoor areas (or retail use and the associated delivery and customer traffic). The tenant accepts this as a contractual condition of the rented property.

- 1.7** The flat has a TV connection, Internet access, network cabling and a WLAN network. With regard to the use of the Internet access by the Tenant and any liability of the Landlord, the terms of use listed in Appendix 1.7 apply.

1.8 Certificate of enrolment/training certificate

(Please tick as appropriate)

- The tenant is obliged to provide the landlord with a valid certificate of enrolment from a state or state-recognised university by 30.09. for the winter semester and 31.03. for the summer semester without being requested to do so. If the tenancy begins after one of the aforementioned dates, the certificate must be submitted to the landlord within seven days of the start of the tenancy without being requested to do so.
The tenant must inform the landlord immediately in writing of any de-registration and present the certificate of de-registration.
- The tenant is obliged to present the training contract with his employer to the landlord before the start of the tenancy. Furthermore, the tenant is obliged to submit a certificate from their training company regarding their training (apprenticeship) by 31 July for the start of the training year and by 1 February for the start of the second half of the training year without being asked. If the tenancy begins after one of the aforementioned dates, the certificate must be submitted to the landlord within seven days of the start of the tenancy without being requested to do so.
In the event that the training period ends, the landlord must be informed immediately in writing.

For the submission to the landlord or the information of the landlord, it is sufficient if this is sent by e-mail to the landlord or the property management company commissioned by the landlord

Hausverwaltung Schlamp GmbH,
Kistlerhofstraße 172c
81379 Munich
anfragen@studentenapart.de

is made.

§2 Start of tenancy, tenancy term, handover and termination/cancellation/keys

- 2.1** The tenancy shall commence on XX.XX.XXXX (hereinafter "commencement of tenancy"). The tenancy is concluded for a fixed term of six months (hereinafter "Fixed Term").
- 2.2** After expiry of the Fixed Term, the tenancy shall run for an indefinite period and can be terminated in compliance with the statutory notice periods – currently 3 months.
Notice of cancellation must be given in writing and must be received by the 3rd working day of month at the latest.
An electronic form is not sufficient.
- 2.3** The tenancy may be terminated by either party in writing without notice in the cases provided for by law (i.e. for good cause). In this respect, the Landlord may terminate the tenancy without notice, in particular if the Tenant provides false and/or incomplete information in the application for a place in a hall of residence or in the self-disclosure.
- 2.4** In addition to the statutory grounds, due to the special purpose of the tenancy - to promote the fulfilment of housing requirements for students and trainees - there is also good cause for termination by the Landlord if the Tenant breaches his/her obligation under § 1.8 despite a prior warning with a deadline. In the event of cancellation by the landlord for good cause, the tenant must compensate the landlord for any resulting loss of rent until the end of the contractually agreed rental period.
- 2.5** Temporary absences, e.g. due to illness, during the semester break/school holidays, holidays, a stay abroad or for any other reason, have no influence on the agreed duration of the tenancy and thus also on the accrual and amount of the rent and the flat-rate operating costs. The aforementioned circumstances also do not entitle the tenant to terminate the tenancy prematurely.
- 2.6** Section 545 BGB shall not apply, so that the tenancy shall not be deemed extended if the Tenant continues to use the rented property after the end of the rental period.
- 2.7** A handover protocol shall be drawn up as part of the handover of the rented property. The Tenant must complete and sign the handover report on the day of handover of the rental item. Unless otherwise noted in the handover report, the tenant recognises the contractual condition of the rented property. The Lessor shall subsequently provide the Lessee with a copy of the handover report.

- 2.8** At the beginning and end of the rental agreement, the handover and return dates must be agreed and carried out on Mondays to Fridays during the normal business hours of the property management company. No appointments will be made on Saturdays and Sundays.
- 2.9** The Tenant shall receive a programmed key token (hereinafter "key") for the duration of the rental period. The handover shall be recorded in the handover protocol. The Tenant is not permitted to make additional keys.
- 2.10** The Tenant is obliged to store all keys carefully and to ensure that they are not lost or stolen. In particular, the Tenant is prohibited from hiding keys in the entrance area, for example under a doormat. For security reasons, keys may not be passed on to persons who do not live in the property and are not registered with the landlord. If a key is lost, the tenant must inform the landlord immediately. The cost of replacing and reprogramming a key must be reimbursed by the tenant. The landlord expressly reserves the right to claim further damages. This also includes costs incurred by changing or replacing locks and/or locking systems. This is expressly pointed out.

§ 3 Flat-rate rent, due date

- 3.1** The flat-rate rent for the rented property described in § 1 shall be EUR XXX per month from the commencement of the tenancy (hereinafter referred to as "rent"). In addition, the Tenant shall owe a monthly flat rate for operating and ancillary costs in the amount of EUR XXX (this portion is hereinafter referred to as the "flat rate for operating costs").

The total monthly transfer amount is therefore EUR XXX

The flat-rate operating costs include all operating costs in accordance with Section 2 of the German Operating Costs Ordinance (Betriebskostenverordnung) as amended, heating costs and electricity costs as well as the costs of the Internet flat rate. Should the operating costs covered by the flat rate increase after the conclusion of this tenancy agreement, the landlord is entitled, in accordance with the provisions of Section 560 of the German Civil Code (BGB), to pass on the resulting additional costs to the tenant on a pro rata basis by means of a declaration in text form.

This does not include GEZ fees. If applicable, the tenant is obliged to register with the GEZ contribution service and pay the GEZ contributions.

If operating costs are incurred for the first time in accordance with the Operating Costs Ordinance or if they are newly introduced, the landlord may take this into account when apportioning and adjusting the flat-rate operating costs as part of proper management in accordance with the statutory provisions. The provision of Section 556a (1) sentence 2 BGB, according to which the operating costs are to be invoiced according to recorded consumption or causation, unless expressly regulated otherwise in this tenancy agreement, is excluded. Mandatory statutory regulations remain unaffected.

3.2 The rent plus the flat-rate operating costs must be paid to the landlord in advance on the third working day of the month.

(Please tick as appropriate)

- The Tenant shall transfer the rent plus flat-rate operating costs to the following account of the Landlord:

Account holder: SÜDWINK Apart GmbH
IBAN: DE30 7002 0270 0010 1733 49
BIC: HYVEDEMMXXX
Bank: Hypo Vereinsbank
Subject: Month, name of tenant, flat number
(for standing orders without month)

The tenant fulfils his obligation to pay on time if, in the normal course of events, he can expect the landlord's account to be credited on time on the third working day.

- The rent plus flat-rate operating costs shall be paid by direct debit from the tenant's account. The Tenant shall grant the Landlord a SEPA direct debit authorisation for this purpose in accordance with Appendix 3.2. The direct debit authorisation may be revoked by the Tenant at any time; in the event of revocation, the rent plus flat-rate operating costs shall be paid by bank transfer to the above-mentioned Landlord's account.

3.3 In the event that the Tenant falls into arrears with his payments, he shall pay interest on the respective arrears at five percentage points above the base interest rate per annum. In addition, the landlord is entitled to demand reminder costs of EUR 5.00 for the first reminder and EUR 10.00 for the second reminder. The reminder costs are a lump-sum compensation claim. The tenant can prove that no or less damage has been incurred.

§4 Defects in the rented property, liability of the landlord, liability of the tenant, duty of care and insurance

4.1 Damage to and defects in the rental object must be reported to the Lessor immediately and in writing. If the Lessee fails to do so, he shall be obliged to pay compensation for the resulting damage.

4.2 The assertion of claims for damages by the Lessee due to a defect in the rental object or due to the Lessor's delay in remedying a defect is excluded unless the defect was caused by the Lessor wilfully or through gross negligence. This does not affect the tenant's right to have the defect rectified. The exclusion of liability shall not apply if claims for injury to life, limb or health are affected, or in the event of a breach of material contractual obligations by the Lessor or in the absence of a warranted characteristic of the rental item.

The landlord's liability for damages regardless of fault is excluded. This applies in particular to the Lessor's liability for initial material defects under Section 536 a (1) sentence 1, 1st alternative BGB.

4.3 Insofar as an exclusion of liability pursuant to § 4.2 applies and insofar as the Rental Firm is entitled to claims of any kind against third parties, it undertakes to assign these to the Hirer and to provide it with the information necessary to enforce these claims, insofar as it has this information. The agreements under § 4.6 shall take precedence for insurance claims.

4.4 The Tenant shall be liable to pay compensation for damage to the rented property and to the fixtures, fittings and inventory in the rented property if and insofar as such damage is culpably caused by the Tenant or, in breach of the Tenant's duty of care and diligence, by persons belonging to the Tenant's household, by the Tenant's subtenants or third parties to whom the Tenant has transferred the use of the rented property, by visitors whose presence is attributable to the Tenant, by suppliers commissioned by the Tenant or by tradesmen commissioned by the Tenant.

4.5 The Lessee assumes the duty to ensure the safety of the rented property. The Lessee shall indemnify the Lessor against all third-party claims resulting from a breach of the Lessee's duty to ensure public safety in relation to the rented property.

4.6 The Landlord is obliged to take out homeowners' and landowners' liability insurance. The tenant undertakes to take out personal liability insurance including rental damage when moving into the apartment, unless this is already in place. The following waiver is agreed between the tenant and landlord to exclude recourse claims in connection with the insurance policies taken out: The parties mutually waive claims for compensation for all future damages to the extent that these are covered by their own insurance policies and to the extent that compensation payments are actually and finally made under the insurance policies. This waiver of liability shall apply to any type of damage caused, with the exception of intentional or grossly negligent acts or omissions.

§5 Treatment of the rented property, cosmetic repairs

- 5.1** The Tenant undertakes to treat the rented property and the rooms, facilities and equipment intended for communal use as well as the fixtures and fittings provided to him with care and attention, and to observe any care, use and operating instructions. The tenant must also clean, ventilate and heat the rented property appropriately. Drilling into the walls or inserting dowels into the walls of the rented property is not permitted for reasons of fire protection and sound insulation.
- 5.2** The Landlord is not obliged to carry out cosmetic repairs on or in the rented premises.
- 5.3** The Tenant undertakes to test and maintain the function of the installed smoke alarms annually. The agreement signed in **Annex 5.3** applies to this.

§6 Maintenance and repair

- 6.1** The necessary minor maintenance and repair measures, including the replacement of damaged small parts with new parts in the rented property, shall be carried out by the Landlord after the Tenant has reported the need for repair or the damage to the property management company commissioned by the Landlord. Unauthorized commissioning of tradesmen by the tenant is only permitted in the event of imminent danger and if the property management company commissioned by the landlord cannot be reached in time.

The costs of minor maintenance and repair work shall be borne by the tenant if costs of up to EUR 100.00 (including any statutory VAT) are incurred per individual case. Minor maintenance and repair work is no longer deemed to exist if the amount of EUR 100.00 (including any statutory VAT) is exceeded in an individual case; in this case, the costs incurred are to be borne solely by the landlord. If several smaller maintenance and repair works are carried out in the course of a calendar year, the tenant shall bear a maximum amount (including statutory VAT) of 8% of the annual rent per calendar year.

The Tenant's obligation to bear the costs of minor maintenance and repair work, including the replacement of defective small parts with new parts, applies to the fixtures and fittings provided to the Tenant as well as to items installed for electricity and water, heating equipment, window and door locks, shutters and blinds and comparable items that are subject to the Tenant's direct and frequent access.

The Tenant's obligation to bear the costs under this § 6.1 shall only apply if the work is caused solely by the Tenant's use of the rented property or is otherwise attributable to the Tenant's sphere of risk.

6.2 The Lessee shall not be obliged to bear the costs of maintenance and repair measures pursuant to § 6.1 para. 2 with regard to damage that already existed at the time of handover or if the Lessor or a third party for whom the Lessee is not liable under this contract caused the damage or against which the Lessor is insured, or if the Lessor has a claim under warranty rights against construction companies/suppliers for the implementation of the measure. In this respect, however, the tenant is obliged to report the defect immediately.

§7 Use of the rented property, subletting,

7.1 The Tenant may only use the rented property for the purpose specified in the contract. The rented property is an apartment which may only be occupied by [1] person.

7.2 The Tenant must obtain the Landlord's prior written consent, e.g. if he wishes to

- wishes to allow third parties to use the rented property or part of it (so-called subletting), or
- wishes to make changes to the rented property, for example gluing carpeting or installing ceiling tiles.

The tenant has no claim to the granting of consent. The consent granted may be revoked at any time for good cause.

7.3 If the Tenant has allowed a third party to use the rented property with the consent of the Landlord, the Tenant shall also be liable for the fault of the third party.

7.4 With regard to the use of the rented property, reference is made to the house rules as per Appendix15.

7.5 Any form of crypto-mining (e.g. Bitcoin mining) or similar energy-intensive uses (charging e-bikes, e-scooters, etc.) is not permitted and will be prosecuted in the case of infringement.

7.6 The installation of private antennas outside the apartment rented by the Tenant (e.g. on the balcony) is not permitted. In justified exceptional cases (e.g. if the foreign tenant cannot receive any home channels via the Internet), the landlord may be asked for permission to install a private antenna.

§ 8 Keeping animals

- 8.1** The keeping of dogs, cats, rabbits, pigeons and other animals that may cause disturbance, soiling or nuisance to others is only permitted with the prior written consent of the landlord. Excluded from this prohibition are non-disturbing small animals, e.g. ornamental fish or birds. Permission granted in individual cases for a specific animal may be limited in time or revoked in the event of inappropriate behaviour. The licence to keep animals expires upon the death or removal of the animal. The tenant is liable for all damage caused by keeping the animal. In order to avoid disturbances for the other tenants of the building, animals may not be kept on the balcony under any circumstances; this also applies to the keeping of animals for which the landlord has given his consent.
- 8.2** Feeding free-roaming animals on window sills or balconies is not permitted.

§ 9 Entering the rented property

- 9.1** The Landlord and his authorised representatives are entitled to enter the rented property if there is a justifiable reason, in particular to inspect its condition, to identify and rectify defects, to carry out necessary structural work and to read meters during the usual times (on weekdays from 10.00 am to 1.00 pm and from 3.00 pm to 6.00 pm and on Sundays and public holidays from 2.00 pm to 6.00 pm): 00 h to 13:00 h and from 15:00 h to 18:00 h on weekdays and from 14:00 h to 18:00 h on Sundays and public holidays), provided that the Tenant has been notified of the inspection in good time and the Tenant is not unreasonably inconvenienced by it.
- 9.2** In the event of termination/cancellation of the tenancy or in the event of the intended sale of the rented property, the Lessor and its agents shall be entitled to enter and inspect the rented property during normal hours, also together with prospective buyers or tenants, after giving due notice.
- 9.3** The Lessor shall, as far as possible, give the Lessee 3 days' notice of the appointment. If the Tenant is unable to attend the appointment, the Tenant must inform the Landlord immediately. If the Tenant does not agree to an inspection in his absence, he must agree an alternative date with the Landlord without delay.
- 9.4** In urgent cases, in particular in the event of imminent danger, the Lessor or a person authorised by the Lessor may enter the rented property at any time and without prior notice.
- 9.5** In the event of prolonged absence, the Tenant must ensure that the Landlord's rights under § 9.1 can be exercised. The Tenant must ensure that the rooms can also be entered during his absence.

§ 10 Structural and other alterations by the Tenant

The tenant may not make any structural or other changes (e.g. alterations or installations) to the rented property or the communal areas. In particular, the following measures are forbidden: the affixing of wallpaper or painting in a different wall colour, hammering nails into the walls, windows (frames), doors or furnishings or drilling holes into the aforementioned objects, gluing on additional (e.g. carpet or tile) flooring, installing a new floor covering or installing a new floor covering. (e.g. carpet or tiles), making changes to the gas, electrical, water and sewage installations or to the appliances and fittings connected to them by the landlord in the rented property or in the shared rooms, attaching an external aerial to the facade or on the roof, attaching signs on the property or in communal areas.

§ 11 Structural alterations by the Landlord

- 11.1** The Tenant must tolerate measures by the Landlord that are necessary to maintain the rented property or the object, as well as measures to improve it in accordance with §§ 555a ff. of the German Civil Code (BGB). The tenant must keep the rooms in question accessible by prior arrangement and must not culpably hinder or delay the execution of the work. Otherwise he shall be liable for any damage caused as a result.
- 11.2** If the Tenant has to tolerate the work, he may neither reduce the rent nor exercise a right of retention or claim damages. However, the Tenant shall be entitled to reduce the rent in the event that the Landlord's measures completely exclude or significantly impair the use of the rented property.

§ 12 Return of the rental property / termination of the rental period

- 12.1** At the end of the tenancy, the Tenant must return the rented property in the condition stipulated in the contract, completely vacated and thoroughly cleaned (including windows).
- 12.2** The rented property (including any inventory also rented out) must be free of damage and defects upon return, insofar as the Tenant is liable to the Landlord (cf. § 4.4).
- 12.3** The new mattress cover of the bed provided to the Tenant at the start of the tenancy must be returned to the Landlord freshly laundered at the end of the tenancy. The mattress cover must be washed at least 60 degrees. If this obligation is not fulfilled, the Tenant must reimburse the Landlord for the costs of cleaning the mattress cover or, in the event that cleaning is no longer possible due to the seamless re-letting of the rented property, reimburse the costs of a new mattress cover for the next tenant.

- 12.4** The Tenant must have removed all personal belongings from the rented property and the object upon return. The Tenant must also provide his new address. The Tenant is also obliged to provide the Landlord with a certificate of deregistration. The landlord may store items left behind at the tenant's expense if they are not removed despite a request to do so.

Incoming mail and parcels will not be accepted after the end of the contract period. The Tenant shall be liable for any consequences arising from this.

- 12.5** At the Landlord's request, the Tenant is obliged to take part in a preliminary inspection of the rented property in preparation for its return. This serves the mutual interest of both parties in determining and agreeing the necessary work at an early stage. At the Landlord's request, the parties shall draw up a pre-handover protocol during the pre-inspection, in which the work still to be carried out by the Tenant is recorded. The pre-inspection shall take place at least [14] days before the end of the tenancy.

- 12.6** The return shall take place as part of a joint inspection with the Landlord. The return date (date and exact time) shall be agreed between the parties in advance. The parties shall draw up and sign a return protocol during the inspection. Any existing damage will be recorded in the return protocol. In the event of a late return, the tenant shall be liable for all resulting damages, e.g. hotel costs incurred by a subsequent tenant who is only able to move into the rented property at a later date due to the late handover. All keys must be returned.

§ 13 Premature termination of the tenancy

If the tenancy ends due to termination without notice by the landlord in accordance with § 543 BGB (e.g. use of the premises in breach of contract, rent arrears), the tenant shall be liable for the loss suffered by the landlord as a result of the premises being vacant for a period of time after the tenant moves out or having to be rented out more cheaply. The liability lasts until the end of the agreed rental period, but for a maximum of one year after the tenant moves out; in the case of an open-ended tenancy, the liability lasts until the expiry of the ordinary notice of termination.

§ 14 Data protection

- 14.1** When collecting, transmitting, processing or using the Tenant's personal data, the Landlord shall comply with all data protection regulations, in particular the Federal Data Protection Act, and take sufficient technical and organisational measures to ensure adequate protection of personal data. Reference is made to the Landlord's general declaration on data protection in accordance with Appendix 14.1.

14. Within the scope and for the purpose of concluding, executing or handling the tenancy agreement, the Landlord also works together with other service providers, in particular with the property management of the property. Insofar as the Landlord transmits personal data of the Tenant to these service providers and these service providers process personal data of the Tenant, this is done exclusively on behalf of and on the instructions of the Landlord.

14.3 The Tenant grants the Landlord its consent to the extended processing of its Tenant data in accordance with Appendix14.3.

14.4 The property is video-monitored in the following areas to protect against unauthorised intruders and unauthorised use of the property.

- Entrance area of the property
- Corridor and bicycle cellar on the 1st and 2nd basement floors

This surveillance serves the security interests of all tenants, other users or visitors to the property. The tenant will receive further information on video surveillance of the property when the rented property is handed over.

§ 15 House rules

The house rules attached in **Appendix15** are an integral part of this tenancy agreement. A persistent breach of the house rules entitles the landlord to terminate the tenancy without notice.

§ 16 Electricity, gas, water, use of lift facilities

16.1 The Tenant must notify the Landlord immediately in the event of faults or damage to the supply lines for electricity, gas and water.

16.2 The Tenant is entitled to use existing lift facilities. When using the lift, the Tenant is obliged to comply with the special operating and safety regulations, in particular those of the TÜV. A short-term breakdown due to malfunctions does not entitle the Tenant to a rent reduction, unless the malfunctions are due to grossly negligent or wilful behaviour on the part of the Landlord.

16.3 The use of the lift facilities for the purpose of transporting removal goods must be notified in advance to the property management company appointed by the Landlord. The lift cabin must be protected in a suitable manner.

§ 17 Deposit

- 17.1** To secure the Landlord's claims against the Tenant arising from this Tenancy Agreement, the Tenant shall pay a deposit of three rents, i.e. in the amount of
XXXX EUR (..... Euro)
to provide.
- 17.2** The security deposit shall be provided in the form of an unlimited and unconditional directly enforceable guarantee issued by a credit institution authorised as a customs and tax guarantor in Germany (i.e. a German institution or a foreign institution if it has a branch in Germany that issues the guarantee).
- 17.3** must be provided. The guarantee must contain the guarantor's waiver of the right to deposit the guaranteed amount.
- 17.4** The deposit shall not be due for return/repayment until all claims arising from the terminated tenancy have been settled and settled.

§ 18 Right of cancellation

- 18.1** If the Tenant is a natural person who concludes this contract for a purpose that can predominantly be attributed neither to his commercial nor his independent professional activity (consumer), the Tenant has a right of cancellation (§ 312 para. 4 sentence 1, para. 3 no. 7 BGB in conjunction with §§ 312g, 355 BGB).
- 18.2** Information on the aforementioned right of cancellation can be found in the cancellation policy and sample cancellation form attached as Appendix18.2.

§ 19 Miscellaneous

- 19.1** Should any provision of this contract be or become invalid or unenforceable, this shall not affect the validity of the remainder of the contract. Rather, the parties undertake to replace the invalid or unenforceable provision with a valid or enforceable provision that comes as close as possible to the economic and idealistic intentions of the parties. The above shall apply accordingly in the event of loopholes in the provisions of the rental agreement.
- 19.2** There are no verbal collateral agreements or agreements other than those made in this contract. These must be made in writing to be valid.
- 19.3** Unless otherwise stipulated in this rental agreement, the statutory provisions shall apply. The law of the Federal Republic of Germany shall apply exclusively, to the exclusion of the provisions of international private law.
- 19.4** The Lessee declares that he has read and understood the individual points of the rental agreement. He has had sufficient time and opportunity to clarify any points that were not understood.
- 19.5** The following appendices form an integral part of this rental agreement:

- Appendix 1.1.a):** Flat plan
- Appendix 1.1.b):** Storage room plan
- Appendix 1.1.c):** Inventory list
- Appendix 1.7:** Agreement on internet use
- Appendix 3.2:** Direct debit authorisation
- Appendix 5.3:** Agreement on maintenance of smoke alarms
- Appendix 14.1:** General data protection declaration
- Appendix 14.3:** Consent to the extended processing of tenant data
- Appendix 15:** House rules
- Appendix 18.2:** Cancellation policy

Munich, the

....., the

Landlord

Tenant

in printed form:

First name

Last name

SÜDWINK Apart GmbH

Signature [of parents]

¹ for minors: Representation and signature by all legal guardians (both parents if joint custody exists)

Appendix 1.7- Internet use

1. the flat has Internet access (LAN and WLAN-capable). The landlord authorises the tenant to use the internet access.
2. in order to use the Internet access, the Tenant shall receive access data for a user account with login identification and a password. The tenant is obliged to keep the access data and passwords provided to him secret from unauthorised third parties and to keep them safe from access by unauthorised third parties.
3. the landlord assumes no liability for the actual availability, suitability or reliability of the Internet access for the purposes of the tenant. There is no entitlement to a free line at all times, a certain data transmission speed or the transmission of a certain minimum amount of data.
4. the tenant is advised that only Internet access is provided. Virus protection, firewalls and similar security measures as well as devices via which the Internet can be used (PC, laptop, smartphones etc.) are not provided by the landlord. The data traffic generated using the Internet access is generally unencrypted. The data can therefore possibly be viewed by third parties.
5. the use of Internet access is at the tenant's own risk and peril. The landlord shall not be liable for any damage suffered by the tenant as a result of or in connection with the use of Internet access.
6. the tenant is responsible for the data transmitted via the Internet access, the services utilised (for a fee) and the legal transactions carried out. If the tenant visits chargeable websites or enters into liabilities, the resulting costs shall be borne by the tenant.
7. The tenant is obliged to comply with the applicable law when using the Internet. The applicable youth protection regulations must also be observed. In particular, the following is not permitted
 - a. the retrieval or distribution of illegal content (such as child pornography, defamatory, anti-constitutional, racist, violence-glorifying, offensive or inciting content),
 - b. the unlawful reproduction, distribution or making available as well as the unlawful retrieval of copyright-protected goods on file-sharing programmes (download and/or upload) or on other Internet sites,
 - c. the sending or distribution of harassing, defamatory and threatening content,
 - d. the sending of mass messages (spam) and/or other forms of unauthorised advertising and the use of Internet access for so-called denial of service attacks or similar attacks.
 - e. Crypto-mining and other forms of use that make above-average use of the landlord's resources.
8. the landlord is entitled at any time to suspend the operation of the Internet access in whole, in part or temporarily and/or to restrict the tenant's access in whole or in part if the tenant violates essential provisions of this annex. In particular, § 7 of these Terms of Use constitutes an essential provision in the aforementioned sense.

9. the tenant shall indemnify the landlord against all third-party claims based on (i) culpable unlawful use of the Internet access by the tenant and/or (ii) a culpable breach by the tenant of his obligations under these terms and conditions of use. The above obligation also extends to costs and expenses associated with the claim or defence (in particular costs of legal defence).
10. the data protection declaration of the respective Internet provider, which is made available for retrieval as part of the Internet access, applies to the use of the Internet access.

Appendix 3.2 - To Room Tenancy Agreement

Authority for collection of amounts owed by direct debit

SÜDWiNK Apart GmbH
Kistlerhofstraße 172 C
81379 München

I/we hereby authorize,

(Please write your name and address in block capitals)

You hereby revocably authorize collection of the rent due from me/us at the due date from my current account:

Account: _____

At: _____

IBAN: _____

BIC: _____

by direct debit.

I / we have the right to revoke this authority at any time without giving any reasons.

Place and date:

Signature:

Appendix 5.3.:
Agreement: Maintenance of smoke alarms

App. No.: _____

This agreement transfers the maintenance and care of the smoke alarms to you as the tenant.

In order to ensure the functional safety of the detector, it must be serviced at least once a year in accordance with DIN EN 14676.

Please proceed as follows:

1. if necessary, remove dust from the detector with a cloth.
2. if necessary, remove dirt with a damp cloth. Do not use any cleaning agents for this.
3. press the test button and wait for a positive response from the smoke detector.
If you do not receive a response, the detector must be replaced.
Please inform Schlamp GmbH property management or the caretaker immediately.
4. in environments with high levels of dust, it is recommended that the detector is dusted or wiped with a cloth more often, but not vacuumed or cleaned with compressed air.
5. Smoke detectors must not be removed, moved, pasted over, painted over or otherwise obstructed in their function. The same applies to its magnetic attachment.
6. Please ensure that no lamps, plants or other objects are placed in the immediate vicinity of the smoke alarms. In the event of a fire, these objects can prevent smoke from entering the smoke alarm and thus prevent the alarm from sounding.
7. You will receive an annual maintenance report from us. Please complete this and confirm that you have carried out the annual maintenance. Please drop the completed maintenance log in the letterbox of Schlamp property management.

As a tenant, I / we agree to the maintenance of the smoke alarms being carried out by me/us.

Tenant: _____ the, _____
Name Place Date Signature

Annex 14.1 - General privacy policy

Status: July 2022

The landlord would like to inform you with this information about how it processes personal data of you as a tenant (and possibly of third parties) in connection with your tenancy of the property [...] (hereinafter the property).

1. Who is responsible for data processing? How can you contact us?

This data protection information applies to data processing by the landlords concerning the property as data controllers within the meaning of the General Data Protection Regulation ("GDPR").

If you have any questions, suggestions or complaints about data protection, you can contact the landlord in particular using the following contact details Email: teistler@hvschlamp.com or sbonias@hvschlamp.com.

2. What personal data is processed?

The landlord processes certain data that it receives in connection with your tenancy. This includes the following data in particular:

- a. The landlord processes your name, address, telephone number and e-mail address in particular for the purpose of establishing, implementing and executing the tenancy agreement - including the implementation and coordination of maintenance and repair measures and for contacting you (e.g. if the landlord wishes to provide you with important information regarding the property) or to answer your enquiries regarding the property.
- b. For billing purposes (collection of rent), the landlords also process your bank details.
- c. Processing of image data in the context of video surveillance of common areas of the property for the purpose of tenant security, building protection, property security and vandalism prevention. If video surveillance is used in the property, this will also be indicated by appropriate signs in the property.

The legal basis for the processing of personal data mentioned in sections 2.a. and 2.b. is Art. 6 para. 1 sentence 1 lit. b GDPR (fulfilment of contract or pre-contractual measures). Without the provision of the data specified in sections 2.a and 2.b, it is not possible to conclude a corresponding rental agreement or to fulfil the rental agreement. Data processing in accordance with section 2.c. is based on the legal basis of Art. 6 para. 1 lit. f GDPR (legitimate interest).

3. Do third parties receive your personal data?

In principle, the landlord does not pass on your personal data to third parties, unless otherwise stated in this data protection information.

The landlord may share your personal data (name, address, details of your tenancy agreement) with third parties if this is necessary for the execution and handling of the tenancy (e.g. with tradesmen). The legal basis for such a transfer of personal data is generally Art. 6 para. 1 sentence 1 lit. b GDPR (contract or pre-contractual measures) and / or in individual cases Art. 6 para. 1 sentence 1 lit. f GDPR (legitimate interests; the legitimate

interest arises from the fact that the landlord has an interest in being able to let the property as efficiently as possible. For this purpose, third parties may require relevant information).

The personal data collected as part of video surveillance will not be passed on to third parties or transmitted in any other way without your consent. This does not apply to the transfer of personal data to state institutions and authorities if the landlord is legally obliged to do so or for the purpose of prosecuting criminal offences. The legal basis for this processing of your personal data is Art. 6 para. 1 sentence 1 lit. c GDPR (fulfilment of a legal obligation).

For the commercial and technical administration of the rental contract data, for example, the landlord may use (technical) service providers who process your personal data on behalf of the landlord. These service providers process the data exclusively in accordance with the landlord's instructions (processors). The legal basis for such data processing is Art. 28 GDPR (order processing).

In addition, the landlord may pass on your personal data to third parties if he is legally obliged to do so (e.g. at the request of a court or law enforcement authority). The legal basis for such processing is Art. 6 para. 1 sentence 1 lit. c GDPR (fulfilment of a legal obligation).

4. How long will your personal data be stored?

Unless a different storage period is specified in the other information in this data protection notice, the landlord will store your personal data collected in connection with the tenancy for the duration of the tenancy with you or until the respective processing purpose has been fulfilled, and thereafter only to the extent and insofar as the landlord is obliged to do so due to mandatory statutory retention obligations or if you have given your express consent to this. If the landlord no longer requires your personal data for the purposes described above, it will only be stored for the respective statutory retention period and will generally not be processed for other purposes.

The landlord will only store your personal data obtained in connection with video surveillance for as long as is necessary to check whether further storage is necessary for the purposes stated in section 2. This will regularly require a period of at least [...] days. If the check shows that storage is not necessary for the purposes stated in Section 2, the video recordings will be deleted immediately, unless further storage is required - e.g. due to mandatory statutory retention obligations.

5. What rights do you have?

You have the right to request information from the landlord about your personal data stored by the landlord. Insofar as the legal requirements are met, you also have the right to rectification, erasure or restriction of processing of the relevant personal data, the right to object to the processing of your personal data by the landlord and the right to receive the personal data concerning you that you have provided to the landlord in a structured, commonly used and machine-readable format (you can transmit this personal data to other bodies or have it transmitted).

If you have given your consent to the use of your personal data, you can revoke it at any time for the future.

If you are of the opinion that the processing of your personal data by the landlord violates the applicable data protection law, you can lodge a complaint with the (competent) supervisory authority for data protection.

**Appendix 14.3 Declaration of consent
for the extended processing of tenant data**

I/we, the tenant, hereby declare that I/we

(FIRST NAME and Surname in block capitals)

(FIRST NAME and Surname in block capitals)

I/we agree that

**Hausverwaltung Schlamp GmbH
Kistlerhofstraße 172c
81379 München**

stores and processes my personal data for a maximum of 10 years after the end of the contract [in the following, for the sake of simplicity, only the singular is used on the tenant side]. The details are described in this document. I have been informed that the data controller is authorised to process my personal data for a certain period of time during and after termination of the rental agreement, even without my consent. This duration may vary depending on the information in question. The extension to a maximum of 10 years is referred to below as the extended processing period. The processing of my personal data for the purposes mentioned below is based on my consent for as long as this consent exists.

The extended processing period serves the following purposes:

- Simplification of contract execution and processing through standardised storage and processing periods.
- Processing after termination of the tenancy, e.g. clarification and settlement of deposit and ancillary costs, communication about new tenants and potential prospective tenants;
- Cooperation of the responsible parties with tax authorities and other authorities with information claims, financing partners, banks and insurance companies.

The controller stores and processes the following categories of personal data during the extended retention period:

- Name
- address
- telephone number
- email address
- Former address
- Date of birth
- bank detail
- future address - copy of identity documents

- Date of birth
- Copy of residence documents
- Consumption data for service charges
- Rental account
- Deposit account
- Correspondence
- Schufa/Crefo information
- Proof of salary
- Proof of enrolment
- Self-disclosure

The data will be stored exclusively within the Federal Republic of Germany.

I agree that my personal data may be disclosed to the following categories of recipients during the extended processing period:

- Employees of the controller;
- Service providers involved in the processing of rental agreements, e.g. for property management, accounting, debt collection, tax and legal advice, in each case for contractual purposes
- Companies affiliated with the controller and their employees;
- Service providers involved in the execution of purchase contracts, e.g. for accounting, debt collection, caretaker activities, repairs, tax and legal advice, in each case for contractual purposes;
- IT service providers of the controller;
- Tax authorities and other authorities with a right to information;
- Banks and insurance companies.

I am aware that I can refuse this consent in whole or in part without giving reasons. The conclusion of other contractual agreements between me and the controller is not dependent on my giving this consent.

I have the right to withdraw my consent at any time. The cancellation can be sent by post to:

**Hausverwaltung Schlamp GmbH
Kistlerhofstraße 172c
81379 München**

or by email to:

teistler@hvschlamp.com or improta@hvschlamp.com

Upon receipt of the revocation, the controller will no longer process or use the data on the basis of the consent, but will delete it, unless there is another legal basis or legal obligation for processing or storage.

Place, date

signature of the tenant

Appendix 15- House rules

The house rules regulate the coexistence of all residents of the house (the "residents") and persons who stay or move around in the house at the instigation of a resident. Without certain rules, it is not possible for several people to live together under one roof. Everyone will only feel comfortable if all residents show consideration for each other. In the interests of public safety and order, all official regulations, in particular those of the police and regulatory authorities, must be observed even if the house rules do not specify these in detail. They contain the following rights and obligations:

§ 1 Permitted use

- 1.1 Any use other than that agreed in the tenancy agreement (here and below, this includes both the tenancy agreement and the associated annexes) is not permitted.
- 1.2 Unless otherwise agreed in the Tenancy Agreement, the flat may only be occupied by one person.
- 1.3 Only the cooking facilities belonging to the rented property may be used for cooking in the flats and, with the exception of small items, no laundry may be dried.
- 1.4 The Resident shall not install or operate any additional cooking facilities, refrigerators, washing machines, spin dryers, electric tumble dryers, dishwashers, air conditioning units or similar.
- 1.5 Each resident is liable for his/her family members, service personnel and visitors as well as for his/her tenants with regard to compliance with the house rules. Complaints about non-compliance with individual provisions of the house rules must be reported to the landlord in writing.
- 1.6 The Tenant is prohibited from using the flat for commercial activities.
- 1.7 The existing balcony drainage opening must be cleaned regularly and must not be blocked or covered.
- 1.8 Textiles and footwear must not be cleaned in the windows, above the balcony parapets or in the stairwell.
- 1.9 Under no circumstances should leftover food or similar items be thrown out of the window for feeding. Pigeons can make a house very dirty and the leftover food not ingested by pigeons attracts rats or other vermin. The property management must be informed immediately if vermin are detected.
- 1.10 Balconies must be kept free of ice and snow.

§ 2 Quiet times

- 2.1 Residents must behave at all times in such a way that their fellow residents are not disturbed by noise, listening to music, playing music, noise from household appliances such as washing machines or similar.

- 2.2 TV sets and music systems may only be used at room volume. In particular, due consideration must be given when windows are open. The use of the aforementioned devices outdoors (balcony, loggia, garden, etc.) must not disturb the residents or neighbours.

Care must be taken to ensure that house and flat doors are generally closed quietly and that any unnecessary noise is avoided.

The official regulations must be observed.

- 2.3 The daily periods between 1 p.m. and 3 p.m. and 10 p.m. and 7 a.m. as well as 10 p.m. and 9 a.m. on Sundays and public holidays are defined as the basic quiet periods. No work that disturbs the peace may be carried out during the agreed rest periods.

§ 3 Common rooms and areas, corridors, stairwells

- 3.1 When using the common rooms, the interests and well-being of other users must be taken into consideration. Use of the common rooms is at your own risk. Any existing rules of use or instructions from the landlord or manager must be observed and followed when using the common areas.
- 3.2 Any communal kitchens must generally be cleaned after use and left in such a way that they can continue to be used by other users of the building without restriction. No food may be stored in the communal kitchens.
- 3.3 The common rooms must be left tidy and clean.
- 3.4 Any culpably caused soiling of communal rooms and furnishings must be removed immediately by the person responsible. Damage must be reported immediately by the responsible resident and, after consultation with the property management, the repair will be commissioned either by the damaging party itself or by the property management, with the costs incurred in this respect being passed on to the damaging party.
- 3.5 No posters, pictures or other wall decorations may be displayed in corridors, stairwells and common rooms.
- 3.6 No bicycles or motorbikes (e.g. mopeds, mopeds), prams, shoes or other objects may be parked in the stairwell or basement corridor.
- 3.7 Entrances to houses and cellars must not be parked in or blocked by bicycles, motorbikes, prams, bulky waste and other objects.
- 3.8 Cellar and stairwell windows must be kept closed during the cold season.
- 3.9 The storage of toxic or flammable substances in the flats, common rooms or cellars, including the corridors and stairwells, is not permitted.
- 3.10 The Tenant must inform the Landlord as soon as possible of any damage, in particular to supply and waste water pipes, damp in the cellar and roof area, lift and damage to the heating system. Defective appliances, lighting or other objects in the common rooms, corridors and stairwells must also be reported to the landlord immediately. Stairwell, roof and cellar windows must be closed in the event of rain or storms.

- 3.11 The laundry room shall be available for use in accordance with the allocation by the landlord. After completion of the laundry, the laundry room and all furnishings must be thoroughly cleaned.
- 3.12 With the exception of the roof terraces, the Tenant or his authorised representatives are not permitted to enter the roof.
- 3.13 Any soiling caused by pets in the house and on the property must be removed immediately and without delay by the respective pet owner.
- 3.14 Flammable, highly flammable objects or liquids and substances that cause odours may not be placed or stored in the cellar.
- 3.15 Explosives may not be brought into the house or onto the property.

§ 4 Entrance and flat doors, doorbell signs

- 4.1 The attachment of self-designed signs to the entrance or flat doors is not permitted.
- 4.2 The house entrance door and all communal facilities with doors (e.g. cellars) must always be kept closed.
- 4.3 Changing locks and lock cylinders is prohibited - also for fire safety reasons.

§ 5 Use of the flat

- 5.1 All furnishings must be treated with care. They may not be removed from the rooms or replaced. The tenant must air the flat regularly in order to avoid damage caused by dampness. The Landlord is entitled to give the Tenant instructions for the use of the rented property, which the Tenant must observe if this is expedient to avoid damage.
- 5.2 The tenant must ensure that the flat is kept tidy and clean.
- 5.3 Defective appliances, lighting or other damage to the objects and fixtures in the flats must be reported to the Landlord immediately.
- 5.4 Any modification of electrical or sanitary wiring and connections is prohibited.
- 5.5 All facilities in the flat must be treated and cared for in accordance with the care instructions; the associated care and maintenance instructions must be complied with.
- 5.6 In winter, care must be taken to ensure that all water pipes are protected from frost (even during longer periods of absence).
- 5.7 With the exception of the usual balcony furniture, no items may be placed or hung on balconies, loggias and terraces.
- 5.8 The installation of external aerials, awnings, external blinds outside the windows, on balcony/loggia parapets facing outwards, is not permitted.

- 5.9 Flower boxes must be installed properly and securely. When watering flowers on balconies, care must be taken to ensure that the water does not run down the wall of the building and drip onto the windows and balconies of other residents.
- 5.10 If available, only the communal rooms provided are to be used for drying laundry.

§ 6 Use of the kitchenette, kitchen equipment

- 6.1 The kitchen units, appliances and the entire furnishings are to be treated carefully and gently. The surfaces must be cleaned regularly with surface-friendly agents.
- 6.2 No waste, leftover food, grease or objects that could block the drainage system may be disposed of through the drainage pipe in the kitchen. These items must be disposed of in the designated waste container or in the hazardous waste.

§ 7 Sanitary facilities

- 7.1 All sanitary facilities and equipment must be treated with care and kept clean.
- 7.2 No bulky waste or harmful liquids may be disposed of in the sinks, showers and toilets.
- 7.3 In the event of a prolonged absence (more than one week), the resident is requested to leave the hot water in the kitchen and showers running for approx. 1 minute before use, as bacteria can proliferate in water that has been standing for a long time.

§ 8 Waste

- 8.1 All waste, with the exception of bulky waste, must be disposed of properly in the bins provided in the waste room on the ground floor. The bin storage area must be kept clean and the bins must be kept closed. Cardboard boxes must be shredded. Ashes may only be poured into the bin after they have cooled down. Each resident is responsible for the proper removal of bulky waste. Proper separation of waste - in accordance with official regulations - must be ensured.
- 8.2 It is expressly forbidden to deposit bulky waste or similar items in stairwells, cellar entrances or other communal areas. Objects deposited there will be removed at the expense of the person responsible.

§ 9 Vehicles

Motor vehicles, mopeds etc. may not be parked in the courtyard, on the pavements or in green areas. The washing of motor vehicles and mopeds as well as repairs and maintenance work, in particular oil changes, are only permitted in the designated areas. Vehicles that are not ready for use or have been deregistered may not be parked in the area of the house. Bicycles may only be parked in the bicycle room or in the tenant's own cellar. All e-vehicles (e-bikes, e-mopeds, e-cars) may expressly not be charged in the property

§ 10 Fire protection

- 10.1 The resident is obliged to strictly comply with all building and fire safety regulations. In particular, the storage of highly flammable or toxic materials in the property as well as the

blocking or obstruction of escape routes and the placing of objects of any kind on all circulation areas, including the communal balconies, is prohibited.

10.2 Barbecuing is not permitted on balconies, the two roof terraces or areas directly adjacent to the building in the interests of the other residents.

§ 11 Smoking ban

The landlord's building is a non-smoking building. Smoking is therefore prohibited in the building, especially in the flats.

Appendix 18.2 Cancellation policy

Cancellation policy

Right of cancellation

You have the right to cancel this contract within fourteen days without giving any reason.

The cancellation period is fourteen days from the date of conclusion of the contract.

To exercise your right of cancellation, you must inform us ([...], represented by [...], [address], phone: +49 [...], e-mail: [...]) of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or an e-mail). You can use the attached sample cancellation form, but this is not mandatory.

To meet the cancellation deadline, it is sufficient for you to send your notification of exercising your right of cancellation before the cancellation period has expired.

Consequences of cancellation

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged any fees for this repayment.

If you have requested that the services should commence during the cancellation period, you must pay us a reasonable amount corresponding to the proportion of the services already provided up to the time at which you inform us of the exercise of the right of cancellation with regard to this contract compared to the total scope of the services provided for in the contract.

Sample cancellation form

(If you wish to cancel the contract, please complete this form and return it to us).

To

[...]

represented by

[...]

Phone: +49 [...], e-mail: [...]

I/we (...) hereby cancel the contract concluded by me/us (...) for the provision of the following services (residential rental contract)

Ordered on (...)/received on (...)

Name of the consumer(s) (...)

Address of the consumer(s):

(...)

(...)

(...)

_____ Signature of the consumer(s) (only for notification on paper)

Date (...)