

General Terms of Business for Future Tenants

As of September 1st, 2019

The future tenants will hereinafter be referred to as tenants.

The agency SPOT MUNICH GbR will hereinafter be referred to as SPOT MUNICH.



1. Placement for tenants is commission-free

The placement services of SPOT MUNICH are free of charge for the tenant, according to § 2 article 1a WohnVermittG.

2. Rental offers

The tenant will receive rental offers from SPOT MUNICH via phone call or in written form (e-mail or fax). In case that the tenant has already knowledge of an offer, he has to inform SPOT MUNICH immediately and, on request, provide proof of his knowledge.

3. Confidentiality of rental offers

The tenant shall not forward rental offers he received from SPOT MUNICH to third parties. The rental offers are intended for the tenant only. In the case of unauthorized disclosure, the tenant may be liable for compensation (if SPOT MUNICH is no longer able to successfully rent out the apartment because of the unauthorized disclosure of the rental offer, that was intended for the tenant).

4. Parties of the rental agreement

The contractual obligations apply only to the tenant and the landlord. SPOT MUNICH cannot be made responsible by any of the parties for a breach of the rental contract. SPOT MUNICH only shows up the possibility of a rental agreement and only acts as an agent.

5. Tenant's duty of disclosure

The tenant is obligated to truthfully fill out the registration of his apartment search on www.spotmunich.com.

If the tenant concludes a rental agreement, orally or in writing, for a property that was offered to him by SPOT MUNICH, he has to inform SPOT MUNICH immediately and has to provide SPOT MUNICH with a copy of the rental agreement on request.

If the tenant extends the rental agreement beyond the initially agreed term, once or multiple times, he has to inform SPOT MUNICH immediately and in advance, as well as provide SPOT MUNICH with a copy of the extension agreement, if requested.

6. Agreement on the query of credit agencies

The prospective tenant accepts, that SPOT MUNICH obtains informations of the tenant from credit agencies such as Schufa the latest when preparing the rental agreement. The tenant declares the tenant's consent herewith in advance.

7. Applicable law, place of jurisdiction, and severability clause

For the request of the prospective tenant, the laws of the Federal Republic of Germany apply.

Munich is the exclusive place of jurisdiction, provided the tenant is a merchant or a legal entity under public law or a special fund under public law, or if his place of residence is located outside of Germany.

Should one of the preceding terms become partly or fully invalid, the validity of the rest of the terms or the remaining terms are not effected. The tenant and SPOT MUNICH are obligated to replace the invalid stipulation with a stipulation that comes closest to the original intention and is not contrary to the rental contract.

Privacy Statement

The protection of personal data is taken very seriously by SPOT MUNICH GbR.

We want you to know at what time we save what kind of data and what we do with it. As a private-law company we are subject to the regulations of the federal law on data protection (BDSG) and telemedia law (TMG). We have taken technical and organizational actions to ensure that the rules for data protection are observed by both ourselves, as well as external service providers. For more Informations: Privacy statement of SPOT MUNICH GbR.