

General Terms of Business for Landlords

As of September 1st 2019



1. Assignment and activity

1.1. The landlord shall commission SPOT MUNICH GbR, referred to as SPOT MUNICH in the following, with the task of renting out a furnished apartment. In case that SPOT MUNICH introduces a tenant who results in an agreement to rent the landlord's property, the landlord shall pay a commission fee to SPOT MUNICH.

1.2. For this agreement to be valid, SPOT MUNICH has to confirm this in writing.

1.3. SPOT MUNICH shall publish an online portfolio on www.spotmunich.de, other appropriate real estate websites and social media.

1.4. The landlord will supply SPOT MUNICH with all energetic details of the „Energieausweis“ relating to the apartment-building.

1.5. SPOT MUNICH shall establish contact between the potential tenant and the landlord, as well as preselect potential tenants. If introducing this contact results in a rental contract, the landlord shall be liable to pay a commission fee.

1.6. SPOT MUNICH shall also conduct viewings, check tenant backgrounds and provide a rental contract (in German and English). This service is free of charge.

1.7. On request SPOT MUNICH can also take care of the handing over and return of apartments. This service is subject to charge.

2. Commission fee

2.1. If a tenant provided by SPOT MUNICH agrees to rent an apartment, the landlord shall pay a commission fee to SPOT MUNICH. This corresponds to the monthly rent, including utilities and special charges (e.g. internet, parking space, electricity).

2.2. The commission fee is calculated on the total term of the lease. This corresponds to 1.70 times the monthly rent, including VAT. If the tenant decides to renew beyond the initial lease term, SPOT MUNICH will invoice the landlord for the corresponding part of the commission fee that has not yet been paid.

up tp 6 months	84,03 % + VAT. =	100 % of one months rent
months 7 to 9	117,65 % + VAT. =	140 % of one months rent
up to 10 months	142,86 % + VAT. =	170 % of one months rent

For unlimited rental agreements the commission fee is 2.38 months rent including 19 % VAT.

2.3. The commission fee shall become payable once a rental agreement has been concluded, either orally or in writing, and shall be paid to SPOT MUNICH after invoicing within 10 working days.

2.4. In case that the tenant terminates the contract prematurely, SPOT MUNICH will refund the commission fee for the period of the lease that the landlord has already paid but for which they will not be receiving rent anymore. This does not apply to a termination of the lease within the minimum rental period.



3. Landlord's obligation

3.1. The landlord is obliged to promptly inform SPOT MUNICH of any oral or written rental agreement concluded with a tenant provided by SPOT MUNICH. SPOT MUNICH is entitled to view a rental contract that has been concluded.

3.2. The landlord is obliged to immediately inform SPOT MUNICH in case that the tenant intends to prolong the lease.

3.3. The landlord undertakes not to create links to the online portfolio published by SPOT MUNICH in other media sources or websites. If the landlord violates that, SPOT MUNICH is entitled to demand compensation for the lost commission fee.

3.4. Construction works must be disclosed. If the landlord is aware of significant building work currently taking place or scheduled to take place in their rental object, in the house in which their apartment is located or in neighbouring houses, they shall inform SPOT MUNICH of this at the time of, or after, commissioning immediately.

4. Authorisation to rent

If the landlord is not the owner of the apartment, they are obliged to provide SPOT MUNICH with evidence stating that they are entitled to sublet the apartment. Only the landlord is responsible for that. The landlord will be responsible for any loss towards SPOT MUNICH and the tenant provided by SPOT MUNICH, that may arise to them through unauthorised subletting.

5. Client protection

5.1. SPOT MUNICH and its landlords are working on a basis of mutual trust. The landlord therefore agrees not to use the contacts introduced by SPOT MUNICH for their own rental purposes and to not forward them to other landlords and hence compass SPOT MUNICH. In the event of non-compliance, the landlord shall be liable to pay SPOT MUNICH the commission fee that it has lost as a result of the unauthorised use or dissemination of the data to others.

5.2. In case the tenant found by SPOT MUNICH is not the user of the apartment (e.g. when a company is renting for an employee) and the property user becomes tenant of the property, the landlord is still obliged to pay a commission fee if the entire commission fee was not paid.

5.3. In case SPOT MUNICH has established contact between a potential tenant and the landlord, the landlord shall promptly inform SPOT MUNICH of any queries submitted by this tenant related to renting further properties (e.g. other lease terms or employees). This also applies in case the tenant introduces other potential tenants to the landlord. An obligation to pay a commission fee exists if these requests relate to apartments that SPOT MUNICH has already selected for the tenant or the original potential tenant or relate to apartments that are already being advertised actively by SPOT MUNICH.

6. Duration and termination of services

6.1. The agreement between the landlord and SPOT MUNICH is of an unlimited period of time. The possibility of a mutual written lease termination in accordance with the tenancy periods of 4 weeks is agreed.

6.2. If SPOT MUNICH finds a potential tenant prior to termination, and this leads to a signed rental agreement, then the landlord is still bound to pay a commission fee to SPOT MUNICH.

7. Photographic material

SPOT MUNICH owns the exclusive right to use all photographic material created by SPOT MUNICH and is entitled to publish this material online and to also use it for its own advertising purposes.

8. Data protection

8.1. SPOT MUNICH shall treat personal data about the landlord (name, contact details, information about the apartment) as confidential. Data shall only be passed on to potential tenants (or their representative) who are looking for an apartment through SPOT MUNICH and are in connection with advertising purposes.

8.2. The landlord agrees to treat information about potential tenants (name, contact details, information on employer) that they receive from SPOT MUNICH as confidential and shall not pass this information on to third parties. In case of the termination of the agreement with SPOT MUNICH, these obligations shall remain in place.

9. Limitation of liability

9.1. The conditions set down in the rental contract apply exclusively to the landlord and the tenant. SPOT MUNICH is not liable vis-à-vis the contractual parties for claims arising from the rental contract, SPOT MUNICH is not party to the rental contract. SPOT MUNICH is not liable for any damages to the rental object that may arise from it being rented out or from a breach of contract of the tenant.

9.2. SPOT MUNICH is not liable for the creditworthiness of the potential tenant nor for any false statements. SPOT MUNICH assumes no liability for rental contracts not being concluded.

9.3. SPOT MUNICH is not liable if a tenant cannot be found.

9. Changes to the terms and conditions

SPOT MUNICH is entitled to make changes to its terms and conditions at its exclusive discretion and without giving prior notice. Any changes will be announced on its website and the landlord will also receive notification. If the landlord continues to use the services of SPOT MUNICH or fails to contest the changes within two weeks, the landlord will be presumed to have accepted the changes.

10. Subsidiary agreements and severability clause

10.1. Changes and subsidiary agreements must be made in text form. This also valid for that clause.

10.2. If a part of the aforementioned terms and conditions is presumed to be invalid or set to become invalid, this invalidity does not affect the terms and conditions. Both parties are obliged to replace the invalid stipulation with a stipulation that most closely reflects the parties' original intention.



11. Valid law and jurisdiction

11.1. This agreement of services is governed by German law.

11.2. The place of jurisdiction are those for SPOT MUNICH responsible places of jurisdiction, provided the landlord is a business person, a legal entity under public law or a special fund under public law or if the landlord's place of residence is located outside of Germany.

12. Information on the right of revocation

Right of revocation

You have the right to revoke this contract within 14 days without giving any reason. The period of revocation is 14 days from the time of the conclusion of the contract. In order to use your revocation right, you have to inform us,

SPOT MUNICH GbR

Sollner Str. 43

81947 München

Telefon: 089/52 03 30 16

E-Mail: spot@spotmunich.com

of your decision to revoke this contract, by means of a clear declaration (by post, by fax or by email). For your revocation, you can, but are not required to, use the standard revocation form as shown below. It is sufficient for the compliance to the period of revocation, if you send the revocation before the end of the period of revocation.

Consequences of revocation

In case of a revocation, we have to return all payments that we received from you, including delivery costs (excluding additional costs that may arise if you selected another type of delivery other than our cheapest standard delivery option), promptly and at the latest within 14 days of the day that we were notified of your revocation of this contract. We will use the same payment method for the refund used by you in the original transaction, unless it is agreed otherwise with you; you will never be charged for this refund.

If you have requested that our services start during the period of revocation, you have to pay an appropriate amount that corresponds with the service already provided, the proportion of which corresponds until the time that you have informed us of your right of revocation with regard to this contract, in comparison to the total amount provided for in the contract.

Munich,

Landlord:

SPOT MUNICH GbR: