

General Terms and Conditions for Landlords and Customers in the Field of Interior Design



As of 1 March 2026

1. Commission and activity

- 1.1. The landlord commissions SPOT MUNICH GbR, hereinafter referred to as SPOT MUNICH, with the letting of a furnished flat. The landlord pays a commission to SPOT MUNICH if a tenancy agreement is concluded as a result of proof or brokerage activities.
- 1.2. The landlord's commission requires confirmation by SPOT MUNICH (in writing) to be valid.
- 1.3. SPOT MUNICH advertises the offer on its own website, real estate portals and other media.
- 1.4. The landlord is aware of their obligation to disclose all energy performance indicators from the current energy performance certificate and makes this available.
- 1.5. SPOT MUNICH establishes contact between prospective tenants and landlords and is responsible for pre-selecting prospective tenants. If the verification or mediation of this contact leads to the conclusion of a rental agreement, the landlord is obliged to pay commission for the mediation.
- 1.6. SPOT MUNICH takes care of viewings, tenant screening and prepares the tenancy agreement (in German and English). This service is free of charge.
- 1.7. SPOT MUNICH handles the handover and return of the flat on an individual basis.

2. Commission

- 2.1. When renting to a tenant referred by SPOT MUNICH, the landlord pays a commission to SPOT MUNICH. This commission is calculated based on the total monthly rent, including ancillary and special costs such as internet, underground parking and electricity.
- 2.2. The commission is calculated based on the total rental period. This commission amounts to 1.75 months' rent, including statutory value added tax. If the original tenancy (e.g. 6 months) is extended, SPOT MUNICH will invoice the partial or remaining commission that has not yet been charged.

Rental period		
Up to 6 months	84.03% + VAT =	100% of one month's flat-rate rent incl. 19% VAT
Up to 9 months	126.05% + VAT =	150% of one month's flat-rate rent incl. 19% VAT
From 10 months	147.06% + VAT =	175% of one month's flat-rate rent including 19% VAT.

For open-ended tenancies, the commission is 2.38 months' rent including 19% VAT.

- 2.3. The commission is due upon conclusion of a verbally or written rental agreement and must be paid to SPOT MUNICH within 7 days of invoicing.
- 2.4. If the tenant terminates the lease early, the commission for rental periods that have already been invoiced but for which no more rent is paid will be refunded to the landlord. This does not apply if the rental agreement is terminated before the end of the agreed minimum rental period.



3. Services

See appendix, page 6

4. Obligations of the lessor

4.1. SPOT MUNICH must be informed immediately by the landlord if he has concluded a verbal or written rental agreement that has been verified by SPOT MUNICH. SPOT MUNICH has the right to inspect the concluded rental agreement.

4.2. SPOT MUNICH must be notified immediately of any extension of the tenancy beyond the original period.

4.3. The landlord undertakes not to create any links to the property description published by SPOT MUNICH in the media or on websites. In the event of a breach, SPOT MUNICH may claim compensation for the lost commission.

4.4. Construction work must not be concealed. If the landlord is aware of any ongoing or planned significant construction work on the house or his rental property or on adjacent houses, he must inform SPOT MUNICH of this when placing the order and after placing the order.

5. Permission to rent

If the landlord is not the owner of the contractual living space, it is necessary for the landlord to obtain written permission for subletting from the owner or his landlord. The landlord is solely responsible for this. The landlord is liable to SPOT MUNICH and the tenant referred by SPOT MUNICH for all costs incurred by the latter as a result of unauthorised letting.

6. Customer protection

6.1. Landlords and SPOT MUNICH work together on the basis of mutual trust. Therefore, landlords shall not use customer contacts brokered or referred by SPOT MUNICH for their own rentals or pass them on to other landlords, thereby circumventing SPOT MUNICH. In the event of a culpable violation, the landlord shall be liable for the amount of commission that SPOT MUNICH has lost as a result of this unauthorised use or disclosure to third parties.

6.2. If the tenant referred by SPOT MUNICH is not the user of the flat (e.g. in the case of a company renting for an employee), the landlord is not released from the commission obligation if the tenancy is taken over by the user of the apartment, if the total commission for the brokerage of the apartment has not yet been reached.

6.3. If SPOT MUNICH has established contact between a prospective tenant and the landlord, the landlord shall inform SPOT MUNICH of any further enquiries from this prospective tenant or tenant for additional furnished tenancies (other periods, other employees) immediately. This also applies in cases where the prospective tenant or tenant introduces further interested parties to the landlord. In the event of a letting as a result of these further enquiries, the landlord shall be liable to pay commission if the enquiries relate to apartments belonging to the landlord that have already been shown to the first prospective tenant or tenant by SPOT MUNICH or that SPOT MUNICH already had actively on offer at the time of the enquiries.



7. Duration and termination of the contract

7.1. The referral contract is open-ended. It can be terminated by either party with a notice period of 4 weeks. Notice of termination must be given in writing.

7.2. If SPOT MUNICH refers a prospective tenant before the contract is terminated, any subsequent conclusion of a tenancy agreement with the prospective tenant referred by SPOT MUNICH shall remain subject to commission.

8. Photo and video material

SPOT MUNICH has the exclusive right to use the photos and videos created by SPOT MUNICH and is entitled to publish them on the internet and use them for its own advertising purposes.

9. Data protection

9.1. SPOT MUNICH undertakes to treat the landlord's data and the property data (name, contact details, apartment details) as confidential. These will only be passed on to prospective tenants or third parties who are looking for an apartment via SPOT MUNICH and are involved in marketing.

9.2. The landlord undertakes to treat data from prospective tenants (name, contact details, information about the employer) received from SPOT MUNICH as confidential and not to pass it on to third parties. This obligation remains in force even after termination of the contract.

10. Limitation of liability

10.1. The obligations under the tenancy agreement apply to landlords and tenants. SPOT MUNICH is not liable to either party for claims arising from the tenancy agreement; SPOT MUNICH is not a party to the tenancy agreement. SPOT MUNICH is not liable for damage to the rented property caused by the letting or by a breach of contract by the tenant.

10.2. SPOT MUNICH accepts no liability for the creditworthiness or false information provided by the prospective tenant. Any liability on the part of SPOT MUNICH in the event of a rental not being concluded is expressly excluded.

10.3. SPOT MUNICH accepts no liability for the absence of a prospective tenant who is ready to conclude a contract.

11. Copyright and rights of use for our design concepts

11.1 All drafts, sketches, plans, drawings, visualisations, design concepts and other documents created by the Agency (hereinafter referred to as "Services") are protected by copyright.

11.2. The client shall receive a simple, non-transferable right of use to the Services exclusively for the contractually agreed purpose.

11.3. Any use beyond this, in particular reproduction, distribution, editing or disclosure to third parties, requires the prior written consent of the Agency and may be subject to separate remuneration.

11.4. Until full payment of the agreed remuneration, all rights to the services remain with the Agency.

12. Disclaimer for design concepts

12.1. The services created by the Agency are intended solely for visualisation and brainstorming purposes. They do not constitute implementation or detailed planning and do not contain verifiable information on statics, technology, building physics, fire protection, costs or other aspects necessary for structural implementation.

12.2. The client is responsible for the technical and structural feasibility of the services. The client is obliged to consult suitable specialist planners, architects and/or tradesmen prior to implementation.

12.3. The Agency shall not be liable for any damage resulting from the performance of its services, unless caused by intent or gross negligence. In cases of slight negligence, the Agency shall only be liable for breach of essential contractual obligations (cardinal obligations), and even then only to the extent of typically foreseeable damage.

13. Changes to the General Terms and Conditions

SPOT MUNICH has the right, at its sole discretion, to make changes to the General Terms and Conditions at any time and without prior consultation. Changes will be published on the homepage and communicated to the lessor by email. If the services continue to be used or if the lessor does not object within 14 days of notification, this shall be deemed consent.

14. Ancillary agreements and severability clause

14.1. Amendments and supplementary agreements must be made in writing. This also applies to any amendment to this clause.

14.2. Should any part of these General Terms and Conditions or the proof contract be or become invalid, the remainder of the contract shall remain valid. The parties undertake to replace the invalid provisions with provisions that come as close as possible to the original intention.

15. Choice of law and place of jurisdiction

15.1. This contract is governed exclusively by German law.

15.2. The courts with local jurisdiction for the registered office of SPOT MUNICH shall have exclusive jurisdiction for disputes arising in connection with this contract or its validity, provided that the lessor is a merchant or a legal entity under public law or a special fund under public law or is domiciled outside Germany.



16. Cancellation policy

Right of withdrawal

You have the right to withdraw from this contract within fourteen days without giving any reason. The withdrawal period is fourteen days from the date of conclusion of the contract. To exercise your right of withdrawal, you must inform us

SPOT MUNICH GbR Kellner, Lechelmair
Tölzer Str. 1
82031 Grünwald
Telephone: 089. 520 330 16
Email: wohnen@spotmunich.com

by means of a clear statement (e.g. a letter sent by post or email) of your decision to withdraw from this contract. You can use the attached sample withdrawal form for this purpose, but this is not mandatory. To comply with the withdrawal period, it is sufficient that you send the notification of your exercise of the right of withdrawal before the expiry of the withdrawal period.

Consequences of withdrawal

If you withdraw from this brokerage contract, we shall reimburse you for all payments we have received from you without delay and at the latest within fourteen days of the day on which we receive notification of your withdrawal from this contract. We will use the same means of payment for this repayment as you used for the original transaction, unless expressly agreed otherwise with you; in no event will you be charged for this repayment.

If you have requested that the services should commence during the withdrawal period, you shall pay us a reasonable amount corresponding to the proportion of the services already provided up to the time you notify us of the exercise of the right of withdrawal in respect of this contract in comparison to the total scope of the services provided for in the contract.

Place: _____, on

Landlord: _____ SPOT MUNICH GbR:

Appendix 3 – Services Free

services:

- Get to know each other at an on-site appointment with a market-based rental price assessment
- Preparation of a property brochure including photos and, if applicable, a video
- Active distribution of the exposé to our contacts
- Presentation on all major property portals
- Conducting viewings in person or online
- Credit check of prospective tenants
- Preparation of rental agreements in German and English
- Issuing of a landlord confirmation
- Lease extension throughout the entire rental period
- Handover of the property upon move-in with a report and documentary photos
- Organisation of final cleaning after moving out
- Handover of the flat upon moving out with a report and documentary photos

Services subject to a fee:

	1 to 2 room flat	3 or more room flats
Checking an existing inventory list	€60.00 + VAT	€100.00 + VAT
Charged flat inspection upon moving out with report and documentary photos if not re-let by SPOT MUNICH	€80.00 + VAT	€120.00 + VAT
Organisation of tradesmen's services before, during or after the rental period	According to expenditure per hour €89.00 + VAT	According to expenditure Per hour €89.00 + VAT