

General Terms and Conditions for Tenants

As of March 1, 2026

Those seeking rental properties are hereinafter referred to as tenants. The agency SPOT MUNICH is hereinafter referred to as SPOT MUNICH.

1. Agency services for tenants free of commission

For tenants, the brokerage of residential space is commission-free in accordance with § 2 (1a) WoVermRG.

2. Rental offers

The tenant will receive rental offers from SPOT MUNICH by telephone or in writing (email or fax). If the tenant is already aware of a property that has been offered, SPOT MUNICH must be notified immediately and proof provided upon request.

3. Prohibition on passing on rental offers to third parties

The tenant may not pass on rental offers received from SPOT MUNICH to third parties. The rental offers are intended solely for the prospective tenant. In the event of unauthorized disclosure, the tenant may be liable to SPOT MUNICH for damages (if SPOT MUNICH is no longer able to successfully rent the apartment offered to the tenant due to the unauthorized disclosure).

4. Parties to the rental agreement

The tenant and landlord are responsible for fulfilling the obligations under the rental agreement. SPOT MUNICH is not liable to either party to the rental agreement for claims arising from the rental agreement. SPOT MUNICH merely provides the opportunity to conclude rental agreements and acts exclusively as a referrer or intermediary.

5. Tenant's duty to provide information

The tenant undertakes to complete the registration for their apartment search on www.spotmunch.de truthfully.

If a tenant concludes a rental agreement, either verbally or in writing, for a rental property offered to them by SPOT MUNICH, they must notify SPOT MUNICH immediately and send a copy of the agreement upon request.

If the tenant extends the tenancy beyond the originally agreed period once or several times, they must notify SPOT MUNICH immediately and in advance and send a copy of the contract upon request.

6. Consent to inquiries with credit agencies

The lessee agrees that SPOT MUNICH may obtain information about the lessee from credit agencies such as Schufa at the latest when preparing the rental agreement. The lessee hereby declares his/her consent in advance.

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

The law of the Federal Republic of Germany applies to the apartment seeker's order.

The exclusive place of jurisdiction is Munich, provided that the tenant is a merchant or a legal entity under public law or a special fund under public law or is domiciled outside Germany.

Should any of the above provisions be or become invalid in whole or in part, this shall not affect the validity of the remaining part of the provision or the remaining provisions. The tenant and SPOT MUNICH undertake to apply a provision in place of the invalid provision that comes closest to the original intention and does not conflict with the rental order.