

## Terms of business for landlords ( Terms of biz )

### § 1 Commission

- 1.1 You are commissioning **Zeitraum Wohnkonzepte** to market your flat in order to mediate a tenancy.
- 1.2 **Zeitraum Wohnkonzepte** as a specialist for temporary lodgings will put your flat on the market in line with the industry standard and will enable you and the prospective tenant to establish contacts for the purpose of a letting of your flat.
- 1.3 In case of a successful mediation you as a landlord have to pay a service charge to **Zeitraum Wohnkonzepte**.

### § 2 Duration and Cancellation

- 2.1 The mandate is open-ended for the consecutive marketing of your flat and will not be brought to an end because of a tenancy.
- 2.2 The assignment can be terminated in written form by both parties with a notice of two weeks. The rights of use and duties of notification, which account for §§ 7.1., 7.2. and 8.1, 8.2,8.3 (in case the tenant has been mediated by **Zeitraum Wohnkonzepte**), further §§ 8.5, 9.2 and 9.3., as well as 11.1. until 11.5. (in case the tenant has been mediated by **Zeitraum Wohnkonzepte**) and 13.1. until 13.5 will remain unaffected.

### § 3 Obligations of the landlord

- 3.1 You are confirming that all your data will be always kept up-to-date, complete and truthful.
- 3.2 You are committing yourself as a landlord to follow all laws and regulations regarding the letting of your flat (e.g. "Wohnraumzweckentfremdung") and to provide **Zeitraum Wohnkonzepte** with all necessary documentations.
- 3.3 You are explicitly affirming **Zeitraum Wohnkonzepte**, that you are entitled to let or sublet the entire flat or parts of the flat.
- 3.4 You are obligating yourself to inform **Zeitraum Wohnkonzepte** as soon as you are offering your flat via other sources, particularly when offering at a differing rental price.

### § 4 Certificate of Energy

You are familiar with the fact that **Zeitraum Wohnkonzepte** is obliged to publish all energetic parameters of the current certificate of energy of your flat. You are releasing **Zeitraum Wohnkonzepte** from all claims and in particular from possible expenses in case of infringement which result from either inaccurate specifications or in case you fail to deliver the general information.

### § 5 Exposé

- 5.1 **Zeitraum Wohnkonzepte** will compile a detailed exposé optimised for search engines based on your binding specifications which will perform the technical standard of diverse real estate gateways.
- 5.2 The exposé applies as mandatory template for the marketing of the flat and the establishment of the tenancy contract by **Zeitraum Wohnkonzepte**.
- 5.3 **Zeitraum Wohnkonzepte** reserves the right to refuse requests of modification in the exposé from the landlord.

- 5.4 The rent will be published as a lump-sum in the exposé, irrespective of whether the running costs are stated as a lump-sum or an advance payment. Optional costs will be stated separately.

## § 6 Advertisements

- 6.1 **Zeitraum Wohnkonzepte** publishes a description of the premises incl. name of street, photo material and if so, floor plan, on [www.zeit-raum.de](http://www.zeit-raum.de) and on other, relevant real estate gateways. Your contact details and street number will not be published. There is no claim of publishing your flat offer on specific gateways.
- 6.2 For the endurance of the assignment you are committing yourself not to advertise by yourself in media or real estate gateways in which **Zeitraum Wohnkonzepte** is marketing your flat. In particular you are obliging yourself not to create any links or shortcuts onto the exposé published by **Zeitraum Wohnkonzepte** and/or photo material and/or floor plan in media or real estate gateways.

## § 7 Copyrights of photographic material

- 7.1 **Zeitraum Wohnkonzepte** holds the copyright of photo material generated by **Zeitraum Wohnkonzepte**. **Zeitraum Wohnkonzepte** is allowed to publish this material and to use it for own and promotional purposes.
- 7.2 The linking, copying, storing and the providing to third parties of the photographic material is generally and explicitly forbidden.
- 7.3 It is up to **Zeitraum Wohnkonzepte** to decide on the necessity of compiling and the selection of the photograhic material for the exposé.

## § 8 Obligations of information and declaration of the landlord

- 8.1 You are obliging yourself to inform **Zeitraum Wohnkonzepte** immediately and to name the tenant unrequested as soon as a contract has been concluded, regardless whether it has been mediated by **Zeitraum Wohnkonzepte** or not.
- 8.2 If you are cancelling the assignment with **Zeitraum Wohnkonzepte** you are declaring that no tenancy has come about the marketing of **Zeitraum Wohnkonzepte** and that such agreement will not take place within the next two years with prospective tenants or tenants given evidence by **Zeitraum Wohnkonzepte**.
- 8.3 You are obliging yourself to inform **Zeitraum Wohnkonzepte** immediately once an extension of the tenancy is planned, however, latest one month prior the stipulated period of tenancy is expiring.
- 8.4 You are obliging yourself to inform **Zeitraum Wohnkonzepte** immediately once there are important modifications on property- or contact data, in case viewings cannot take place and in case of further circumstances which prevent a successful marketing.
- 8.5 You are obliging yourself to inform **Zeitraum Wohnkonzepte** immediately once tenants or prospective tenants given evidence by **Zeitraum Wohnkonzepte** are requesting for other persons or for other periods of tenancy.
- 8.6 You are obliging yourself to inform **Zeitraum Wohnkonzepte** immediately once building measures or construction works in the building or in neighbouring buildings are planned to take place and could affect the letting.
- 8.7 If a prospective tenant is already known to you via other sources, you will have to notify us immediately by indicating the source.

## § 9 Customer protection

- 9.1 You are obliging yourself to only rent out flats reported to **Zeitraum Wohnkonzepte** to prospective tenants given proof by **Zeitraum Wohnkonzepte**. In case of disregard you will be made liable for the maximum service charge.
- 9.2 You are obliging yourself not to pass on data of prospective tenants or tenants communicated by **Zeitraum Wohnkonzepte** to other landlords. In case of disregard you will be made liable for the maximum service charge.
- 9.3 The maximum service charge is also due to be remitted in case a tenancy has been concluded as a result of a prospective tenant or tenant forwarded by **Zeitraum Wohnkonzepte** has established contact on behalf of another potential prospective tenant. In particular this is relevant for corporate customers and for customers searching flats as representatives. The maximum service charge is also due in case the contracting parties of

the lease stay identic, but the occupants of the flat are being exchanged, e.g. different employees of a company and their relatives. Or occupants of the flat/ members of staff and their relatives stay, but the contracting parties of the lease change or a new contract is stipulated for these occupants of the flat.

## § 10 Stipulation of the tenancy

- 10.1 **Zeitraum Wohnkonzepte** will prepare a tenancy contract based on a judicial certified tenancy contract form and provides it to the contracting parties. The assessment of signature falls to the contracting parties.
- 10.2 For his own sake the landlord should only use own tenancy contract templates after prior acknowledgement of **Zeitraum Wohnkonzepte**.
- 10.3 **Zeitraum Wohnkonzepte** will unrequestedly receive a copy of the tenancy agreement signed by both contracting parties.
- 10.4 **Zeitraum Wohnkonzepte** is no contracting party in the tenancy contract.

## § 11 Service charges

- 11.1 In case of a successful mediation the landlord has to pay the following service charge to **Zeitraum Wohnkonzepte**:

period up to 1 month	= 20% of the monthly all-inclusive rent incl. 19% MwSt.
period up to 2 months	= 40% of one monthly all-inclusive rent incl. 19% MwSt.
period up to 3 months	= 60% of one monthly all-inclusive rent incl. 19% MwSt.
period up to 4 months	= 80% of one monthly all-inclusive rent incl. 19% MwSt.
period up to 5 months	= 100% of one monthly all-inclusive rent incl. 19% MwSt.
period up to 6 months	= 120% of one monthly all-inclusive rent incl. 19% MwSt.
period up to 7 months	= 140% of one monthly all-inclusive rent incl. 19% MwSt.
period up to 8 months	= 160% of one monthly all-inclusive rent incl. 19% MwSt.
period up to 9 months	= 180% of one monthly all-inclusive rent incl. 19% MwSt.
period up to 10 months	= 200% of one monthly all-inclusive rent incl. 19% MwSt.
period up to 11 months	= 220% of one monthly all-inclusive rent incl. 19% MwSt.
period from 12 months	= 240% of one monthly all-inclusive rent incl. 19% MwSt.

The **maximum service charge** amounts to **240%** of one monthly all-inclusive rent incl. 19% MwSt.

- 11.2 **Zeitraum Wohnkonzepte** offers partial payments graduated by the period of rent which are explicitly considered as down-payments. The total receivables are remaining at all times and will be claimed in case of extensions of the rental period. The total amount of the partial payments will not exceed the maximum service charge. Should the total amount of the partial payments at the end of the period of rent be less than the total receivables, **Zeitraum Wohnkonzepte** will resign from the difference payment incorporating the regulations in §11.5.
- 11.3 The calculation basis for the service charge is the all-inclusive rent including all running costs.
- 11.4 The service charge is deserved immediately after the conclusion of a tenancy - verbally or in written form - irrespective of the date of moving in.
- 11.5 In case a tenancy agreement is terminated prematurely, the service charges paid too much will only be refunded, if the possibility of termination had been stipulated in the tenancy contract.
- 11.6. If **Zeitraum Wohnkonzepte** is enabled to place a substitute tenant after a premature termination, the service charges will not be charged twice.

## § 12 Household- and Personal Liability Insurance

- 12.1 It is up to you to insure your flat and its contents with a household insurance. **Zeitraum Wohnkonzepte** will mediate you a suitable household insurance by request and free of charge.
- 12.2 You may ask from your prospective tenant to make the conclusion of a tenancy interdependent from the existence of a personal liability insurance. **Zeitraum Wohnkonzepte** will mediate your tenant a suitable personal liability insurance by demand and free of charge.

## § 13 Claim of compensation of damages or service charges

- 13.1 **Zeitraum Wohnkonzepte** and the tenant made evident by **Zeitraum Wohnkonzepte** do have a claim of compensation of damages at an appropriate rate, for all costs arising from illegitimate letting.
- 13.2 **Zeitraum Wohnkonzepte** does have a full claim of the service charge against fraud and/or fraudulent evasion.
- 13.3 **Zeitraum Wohnkonzepte** does have a claim of compensation of damages at an appropriate rate, in case tenancy conclusions should eventually fail because of false statements of the landlord. False statements are in particular specifications referring to the rental price and the furnishings/fittings.
- 13.4 **Zeitraum Wohnkonzepte** will demand a full claim of the service charge, if prospective tenants made evident by **Zeitraum Wohnkonzepte** will rent another flat of the landlord. In doing so it is insignificant, whether this flat has been registered with **Zeitraum Wohnkonzepte** or not.
- 13.5 **Zeitraum Wohnkonzepte** can ask for an appropriate compensation for service charges missed out in case you rent out your flat via other sources at a lower rental price, without prior announcement to **Zeitraum Wohnkonzepte**, that you are going to offer the premises via other sources at a lower rent.

## § 14 Privacy protection

- 14.1 The data of your offer will be treated confidentially by **Zeitraum Wohnkonzepte** and will only be passed on to third parties in the interest of marketing your flat.
- 14.2 The handling of "processing personal data" is described in detail in our [data privacy statement](#) on our website under the category **Privacy Protection / Datenschutz**.
- 14.3 **Zeitraum Wohnkonzepte** is obliged to preserve your data at the end of the assignment for a certain period and will follow legal provisions. In case of a successful procurement of a tenancy agreement the transmitted personal data will be stored pursuant to §§ 238, 257 IV HGB / § 147 II AO for a period of 10 years. Should a conclusion of a tenancy not take place the data will be stored for a period of 6 months maximum.

## § 15 Limitation of liability

- 15.1 **Zeitraum Wohnkonzepte** acts on the assumption that all data forwarded and published are correct and will administer your database with the utmost diligence. However, **Zeitraum Wohnkonzepte** cannot take over responsibility for its correctness. Amendments of data can be carried out at any time.
- 15.2 Any liability of **Zeitraum Wohnkonzepte** in case of non-establishment of mediations, absence of prospective tenants or non-establishment of tenancy agreements is explicitly excluded.
- 15.3 **Zeitraum Wohnkonzepte** does not take over any liability arising from the tenancy agreement, e.g. the missing of rental payments, damages on the premises respectively damages which emerge from the lease or from infringement of the contract by the tenant.
- 15.4 **Zeitraum Wohnkonzepte** does not take over any liability or claims arising from an unauthorised letting.
- 15.5 **Zeitraum Wohnkonzepte** does not take over any liability for the credit-worthiness or incorrect specifications of the prospective tenant.
- 15.6 **Zeitraum Wohnkonzepte** is not liable for permanent availability and verifications of its website.
- 15.7 **Zeitraum Wohnkonzepte** is not liable for availability, content and correctness of the websites being linked on to. The utilization of the websites being linked on to takes place on one's own authority.
- 15.8 **Zeitraum Wohnkonzepte** is not liable for the functioning of the real estate gateways on which advertisements are being disposed.
- 15.9 Damage claims against **Zeitraum Wohnkonzepte** are excluded. The exclusion does not apply to deliberate intention, culpable negligence or to violation of life and limb, also not to negligent behaviour or absolute liability. The limitation period for the enforcement of damage claims is one year. The beginning of the limitation period is based upon the legal provisions.

## § 16 Solvency check

16.1 **Zeitraum Wohnkonzepte** offers you as a landlord the possibility of obtaining a solvency check (SCHUFA-check) of the potential tenant. SCHUFA is a Credit Check Institution.

16.2 Landlords who instruct **Zeitraum Wohnkonzepte** to market their premises vote for the following conditions in order to obtain a SCHUFA-check:

- They authorise **Zeitraum Wohnkonzepte** to an obtaining of SCHUFA-information. For this purpose **Zeitraum Wohnkonzepte** has concluded a contract with SCHUFA.
- In order to comply with **Zeitraum Wohnkonzepte**'s obligation out of it to hand out notifications, you are obliging yourself towards **Zeitraum Wohnkonzepte** to deliver the following information for the purpose of forwarding it to SCHUFA:
  - a) Outstanding claims after gaining a title after an effective cancellation according to §§ 543 Abs. 2 Nr. 3, 569 Abs. 3 BGB (German Civil Code), respectively because of default of payment according to § 573 Abs. 2 Nr. 1 BGB (German Civil Code).
  - b) Consequently to reporting a claim to SCHUFA you are also obliging yourself to report the settlement respectively the balance of this claim.

Any information processing or utilization of these informations by **Zeitraum Wohnkonzepte** for other than the named purposes is explicitly excluded. **Zeitraum Wohnkonzepte** releases you from all claims, which will be enforced on you as a consequence of information processing and utilization at other than the named purposes.

## § 17 Concurrent activity

**Zeitraum Wohnkonzepte** is able to work for or to start working for the prospective tenant at the same time – in return for payment or gratis. If acting concurrent **Zeitraum Wohnkonzepte** is obliged to impartialness.

## § 18 Verifications of terms of business

**Zeitraum Wohnkonzepte** is entitled to carry out verifications on the terms of business, on the website, on the application or on the services at their own discretion, at any time and without prior announcement. Verifications will be published on the website and posted to you via e-mail. Should you go on using our services or should you not contradict within two weeks after the notification it applies as an approval. At the same time it is irrelevant whether you have read the verifications.

## § 19 Severability clause

In case one of the stipulations of this contract should become ineffective, totally or partially, this will not affect the validity of the other stipulations. In that case the essential meaning of the contract, as agreed upon by both parties, will be followed. If the ineffectiveness is due to a specification of accomplishment or time, this will be replaced by the legal provisions.

## § 20 German Law and place of jurisdiction

20.1 Orders from landlords to **Zeitraum Wohnkonzepte** apply to german law.

20.2 The place of jurisdiction for orders from landlords to **Zeitraum Wohnkonzepte** is Berlin, provided that the customer is a merchant or a legal entity under public law or a public law special fund, headquartered in Germany or not a resident in Germany.