In accordance with

the latest laws\*

Commercial premises tenancy agreement

Mobileye Germany GmbH

Tenant

Luetticher Strasse 132, 40547 Duesseldorf

Address

Tax number

Agreement number

\* Last revised: July 2020

Issued by the House & Land

State Association of

Rhineland-Palatinate

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The template agreement can therefore act merely as a suggestion and must be adjusted to your individual needs on a case-by-case basis.

Tenancy agreement for commercial premises

between

Mr/Ms or company Ruediger Dommermuth AKS Dasis Dommermuth GmbH & Co KG

Address Auf dem Hahnenberg 14, 56218 Muelheim-Kaerlich

Telephone/Fax no. +49(0)2630 940135 Email [rd@dasis.de](mailto:rd@dasis.de)

Tax no. or ID no. DE185192898 as the landlord

Where applicable, represented by:

Mr/Ms or company

Address

Telephone / Fax no.: Email:

and

Mr/Ms or company Mobilye Intel Company

Address Luetticher Str. 132 405457 Duesseldorf

Telephone/Fax no.: Email:

Identified by ID no. / passport no.:

Commercial register no.: as the tenant

and

Mr/Ms or company

Address

Telephone/Fax no.: Email:

Identified by ID no. / passport no.:

Commercial register no.: as the tenant

The following tenancy agreement is concluded:

# Section 1 Rental property

1. The following are let:

On the preoprty Florinskaul 3, 56218 Muelheim Kaerlich

a) the 6 rooms and 1 kitchen, 2 x WC, 1 heating room located on/in the ground floor, right / left / centre, front building / rear building / annexe

b) the following additional spaces (property and wall spaces, parking spaces, garages):

4 outdoor parking spaces (EUR 140)

c) the following accessories

d) the following furniture

2. The tenant accepts the rented premises in their existing condition.

If a handover record has been drawn up, reference is made to it.

The parties shall also enter into the following agreement:

Furthermore, the tenant acknowledges the premises as in accordance with the agreement.

3. The lease is made for use as an office.

Any change of use requires the prior written consent of the landlord.

4. The landlord is obligated to establish the necessary public-law requirements, in particular those under commercial law, at its own expense, and to obtain the official permits for this purpose on a personal and operational basis. He shall bear the risk of use insofar as the cause is solely based on his personal circumstances.

The landlord is exclusively liable for ensuring that the use permitted under public law is first and foremost permissible under building law. It must provide for these requirements during the existing tenancy.

5. The tenant is obligated to have the following measures performed at its expense:

6. The landlord is obligated to have the following measures performed at its expense:

7. The tenant is obligated to maintain the business operations during the entire term of the agreement. In particular, it shall maintain the rental property in accordance with the purpose of the agreement.

8. The tenant shall be given the following keys:

The tenant may only have additional keys made with the consent of the landlord. The keys must be returned at the end of the agreement. The duplicated keys shall be handed over to the landlord free of charge or destroyed. If keys are lost, the landlord may have new locks and keys made at the tenant's expense if the security of the rental property so requires. The same applies if the tenant does not hand over all keys when moving out. The same applies in the case of a central locking system. If the tenant proves that the security is not specifically endangered, he is not obligated to reimburse the costs.

# Section 2 Heating and hot water supply

1. The landlord shall keep the heating system in operation at least until the heating season of each year, otherwise as required by the weather conditions.

2. The tenant may not demand heating in the event of disruption, force majeure, official orders or other impossibility of performance (e.g. fuel shortage), unless the landlord is responsible for the impossibility. The tenant's rights to a reduction in rent shall remain unaffected. The landlord shall ensure that any disruptions are remedied as soon as possible.

3. If the tenant does not use the heating system, he must nevertheless bear a share of the heating costs.

4. The scope of the heating costs shall be determined in accordance with the statutory provisions.

5. If the tenant operates the heating system itself, it shall put it into operation to the required extent during the heating period and keep it in proper and maintainable condition at its own expense in accordance with the statutory regulations and technical requirements. The operating costs shall be borne by it. In addition, it shall bear the costs of minor maintenance work itself.

6. The landlord must keep the hot water supply system in operation. If the system needs to be completely or partially shut down due to circumstances such as those described in this clause, the tenant may not assert any claims for damages unless the landlord has the option of representing the costs in accordance with the statutory provisions.

7. The landlord may switch from own operation of the central heating and hot water supply system to the supply of heat and hot water by an independent commercial heat supplier. In the event of such a change, the tenant shall bear the respective costs of heating and hot water insofar as the change does not violate the principle of economy.

8. Other forms of heating or hot water supply (e.g. district heating):

# Section 3 Majority of persons as tenants

1. Several tenants (e.g. spouses) shall be liable for all obligations under the tenancy as joint and several debtors.

2. Several tenants authorise each other to receive declarations from the landlord and to submit their own declarations. This authorisation also applies to the receipt of notices of termination and requests for rent increases, but not to the submission of notices of termination or the conclusion of a lease termination agreement.

Several landlords authorise one another accordingly.

If one of several tenants moves out, its contractual obligation shall remain unaffected. Early release from the contractual obligation shall only be possible if the landlord agrees.

# Section 4 Rental term

1. Agreement for an indefinite term:

The tenancy shall begin on

The following applies for termination (tick or fill in a or b alternative)

a) The tenancy may be terminated by either party subject to the statutory notice period (Annex 1).

or

b) The tenancy may be terminated by either party subject to a notice period of months as of the end of a month.

Written notice must be received by the other party by the third working day of a month. The right of the parties to extraordinary termination remains unaffected.

2. Agreement for a definite term:

The tenancy shall start on and end on

or

3. Agreement for a definite term with an extension clause:

The tenancy shall start on 01.07.2021 and end on 30.06.2023.

It shall be extended by 2 years, unless a party objects to the extension in writing in observance of a notice period of 6 months.

or

4. Agreement for a definitive term with an option:

The tenancy shall be concluded for a period of years and end on .

By written declaration to the landlord, which the landlord must have received no later than six months before expiry of the above deadlines, the tenant may unilaterally declare that this tenancy shall be extended by a further years (extension option). If the option is exercised, the tenancy shall be continued on the same terms. If no value retention clause is (Section 5 Clause 3) is agreed, the rent shall be adjusted to the common local rent at the start of the new option term.

5. The timeliness of the notice of termination or the objection to the extension of the tenancy shall not depend on the sending of the declaration but on the receipt of it by the other party.

6. If the tenant continues to use the rental property after the expiry of the tenancy, the tenancy shall not be tacitly extended or re-established.

7. However, in deviation from Section 4, clauses 1, 2 or 3, the tenancy shall not commence prior to the vacation of the rental property by the previous tenant or prior to the completion of the rental property, whereby the landlord's liability for simple negligence shall be excluded. The tenant's right to terminate shall not be affected.

# Section 5 Rent

1. The monthly rent is structured as follows:

a. Basic rent for the rental properties in accordance with Section 1 (1) EUR 1,540.00

b. Down payment on the operating costs in accordance with Section 6 (2) EUR 100.00

Subtotal EUR 1,640.00

Plus statutory VAT )[[1]](#footnote-1) EUR

Total EUR 1,640.00

If the landlord subjects the rental income to VAT only after the conclusion of the agreement by exercising the statutory option right, the landlord shall be entitled to increase the rent by the VAT, provided that the tenant is entitled to deduct the input tax.

In the event of the VAT option, the tenant may use the rental property for sales and may not exclude the deduction of input tax. Use for tax-exempt sales is only permissible to the extent that this is not detrimental to the landlord under the VAT regulations (currently tax-exempt sales up to the amount of 5% of total sales). The tenant shall notify the landlord in writing without delay of any deviations from this obligation.

2. Adjustment of the rent

The parties conclude the

a) Value retention clause in accordance with paragraph 3a

or

b) Graduated rent agreement in accordance with paragraph 4

3. Value retention clause

The basic rent in accordance with Section 6, Clause 1a shall be linked to the performance of the consumer price index for Germany determined by the Federal Statistical Office.

a) automatic value retention )[[2]](#footnote-2)

If, in the future, the consumer price index for Germany, as determined by the Federal Statistical Office, increases or decreases on the basis of the index published for the month in which the agreement was concluded by at least one per cent, the rent shall automatically change by the same percentage downwards or upwards at the beginning of the month following the month in which the above change occurred.

This regulation may be applied repeatedly if the conditions are again given. The basis for calculation is the rent last changed.

b) During the period of validity of the value retention clause, other rent increases shall not be permitted. Excluding rent increases due to value improvement measures by the landlord in accordance with paragraph 5. The landlord's right to claim for changed operating costs shall remain unaffected.

4. Graduated rent agreement

The rent in accordance with Section 5 Clause 1a shall rise with effect

a) from by EUR to EUR

b) from by EUR to EUR

c) from by EUR to EUR

d) from by EUR to EUR

e) from by EUR to EUR

f) from by EUR to EUR

If the landlord opts for VAT, the amounts shall increase by the respective statutory rates.

During the term of the graduated rent agreement, rent increases due to the index-linked rent are excluded in accordance with paragraph 3. Excluded are only rent increases due to value improvement measures of the landlord according to paragraph 5.

Furthermore, the landlord's right to assert changed operating costs shall remain unaffected.

5. If the landlord has carried out structural measures which permanently increase the utility value of the rental property, which permanently improve the general conditions of use, which permanently reduce water consumption or which permanently save primary or final energy or use energy more efficiently or otherwise protect the climate (energy modernisation) or which are carried out due to other circumstances for which the landlord is not responsible, the landlord may increase the annual rent by 8 per cent of the costs incurred for the rental property. Such a rent increase shall be considered in addition to a rent increase pursuant to paragraphs 3 or 4.

The rent increase shall be declared to the tenant in writing. The increase due to the costs incurred shall be calculated and explained. The tenant shall owe the increased rent from the beginning of the third month after receipt of the declaration.

6. Subletting

In the event of subletting / transfer of use in whole or in part, the tenant shall pay a surcharge on the rent insofar as it is not reasonable for the landlord that it remains at the original rent. The surcharge shall be based on the type and extent of the additional use and on the amount of the remuneration obtained by the tenant. The tenant shall provide the landlord with all necessary information.

# Section 6 Operating costs

1. In addition to the rent, the tenant shall bear all operating costs on a pro rata basis in accordance with Section 2 Operating Costs Ordinance.

a) the public charges (e.g. property tax) recurring road development charges etc.)

b) the costs of water supply (including calibration costs of cold and hot water meters)

c) the costs of drainage (surface and waste water)

d) the costs of operating the central heating system and the floor heating system

e) the costs of operating the central hot-water supply system and the hot-water appliances, including the costs of legionella testing

f) the costs of operating the mechanical passenger lift

g) the costs of street cleaning and refuse disposal

h) the costs of house cleaning and pest control (insofar as the tenant does not carry out the work on his own responsibility)

i) the costs of garden maintenance (insofar as the tenant does not carry out the work on his own responsibility)

j) the costs of lighting

k) the costs of chimney cleaning

l) the costs of property and liability insurance

m) the costs for the caretaker

n) the costs of operating the communal aerial system including the private distribution system connected to a broadband network

As other operating costs, the tenant owes, in particular, the costs of the commercial and technical property management, costs of the maintenance of the fire extinguishers, smoke warning systems and fire warning and extinguishing systems including sprinkler systems, costs of garage door maintenance, costs of gutter cleaning, costs of checking the lightning protection system, maintenance costs of the air conditioning and ventilation systems , Maintenance costs of the alarm systems, intercom and door opening systems, costs of personnel and technical guarding of the property, costs for window cleaning and cleaning of the outer facade (including graffiti removal), maintenance costs for roller doors, roller blinds and blinds, electricity and maintenance costs for advertising systems as well as costs regular TÜV approvals.

Further other operating costs:

The landlord's work and services which save operating costs or make them cheaper may be charged at the amount that could be charged for an equivalent service by a third party, in particular a contractor.

If public charges (e.g. taxes, levies, fees) are newly introduced or if new operating costs (e.g. environmental protection, energy-saving measures) arise during the lease term, these may be apportioned by the landlord and reasonable advance payments may be reassessed, provided this is permissible under Section 2 No. 1-16 BetrKV.

If the landlord does not allocate individual contractually agreed types of operating costs to the tenant at the beginning of the tenancy or later, he is nevertheless entitled to reallocate these types of operating costs for the future; operating costs that do not accrue annually, so-called aperiodic operating costs, may be assessed by the landlord in full in the year in which they accrue.

2. The tenant shall make a monthly down payment on

* Heating costs and hot water EUR
* All other operating costs EUR 100.00

Total EUR 100.00

3. Allocation standards

a) Costs of heating and hot water supply

aa) The tenant shall bear

% of the heating and hot water costs according to the ratio of the recorded shares

in the overall consumption

or

% of the heating and hot water costs according to the floor space )[[3]](#footnote-3).

b) Water supply / Drainage costs

The distribution shall be made on the basis of the existing metering equipment or according to the following apportionment formula.

c) |Refuse collection costs

The costs are specifically allocated to the tenant if he uses his own refuse containers. Otherwise, the costs are allocated according to the following apportionment formula.

d) Other operating costs

The other operating costs shall be allocated in accordance with the ratio of the floor space\* of the building / unit. Or in accordance with the following allocation keys:

The landlord is authorised to change the settlement standards within the legally permissible scope if there is a justified interest in doing so.

If the tenancy ends during the current settlement period, an interim reading of the recording devices takes place (heating and hot water supply as well as water supply costs).

The costs incurred are charged to the tenant. The other operating costs are settled in proportion to the rental period to the settlement period.

e) Partial ownership within the meaning of the German Condominium Act

In the case of partial ownership, the allocation formula used by the community of owners, which is evident from the last statement of account or the economic plan, is deemed to be agreed. The relevant documents were submitted to the tenant for information prior to the conclusion of the agreement. The landlord is therefore entitled to allocate the operating costs in accordance with the resolutions and regulations of the community of owners.

The property tax due on the rental property is not covered by this and is apportioned in full.

4. The advance payments shall be settled annually. The landlord shall be entitled to change the settlement period if this is expedient.

5. If new operating costs are incurred after the conclusion of the agreement, the landlord may allocate them to the tenant in accordance with the allocation of the other costs. The landlord is entitled to set an appropriate advance payment, starting at the beginning of the month following the letter of increase. The same applies to retroactive increases in operating costs.

6. In the event of an operating cost flat rate, the landlord shall be entitled to assert increases in the operating costs up to the current amount. The adjustment must be made in writing and shall take effect from the beginning of the month following receipt of the declaration. If the operating costs increase, the landlord is obligated to reduce the flat rate.

# Section 7 Deposit

1. The tenant shall pay a deposit in the amount of EUR 3,080.00

in words three thousand and eighty euros.

This is done by

a) Payment of a cash deposit to the landlord

or

b) Directly enforceable, irrevocable, unlimited and unconditional guarantee of a German credit institution (bank or public savings bank)

The bank is granted by

Name:

Address:

In the event of rent increases, the deposit shall be increased accordingly.

2. The tenant shall provide the cash deposit or written guarantee obligation to the landlord before the latter hands over the rental property. The landlord shall be authorised to withdraw from the agreement as soon as the tenant defaults on this obligation.

3. In the event of paragraph 1a, the landlord shall place the cash deposit with a bank or public savings bank separately from its assets in an insolvency-safe manner. It has sole and irrevocable powers of disposal.

The interest rate is

at a rate as is common for savings deposits with a three-month notice period

or

at the following terms:

The tenant is entitled to the interest; it increases the deposit.

4. The deposit shall be settled after termination of the agreement and return of the rental property and paid to the tenant as soon as it is clear that the landlord is not entitled to any justified counterclaims. In the event of a majority of tenants (joint creditors), the landlord may repay the security deposit with discharging effect to any of the tenants at its discretion. During the tenancy, the tenant is not entitled to set off due rents and operating costs against the deposit.

5. If the rental property is sold, the landlord shall settle the deposit with the tenant within a reasonable period of time and return any surplus, including interest, to the tenant. With the registration of the purchaser as owner in the land register, but at the earliest after settlement and - if a surplus is determined - repayment of the deposit credit, a claim of the buyer against the tenant for payment of a deposit in the amount of the deposit regulated in paragraph 1 shall arise. Upon instruction of the tenant, the landlord is obligated to pay a determined surplus to the buyer for the - if applicable partial - fulfilment of the buyer’s claim.

# Section 8 Payment of the rent and operating costs

1. The monthly total rent – rent plus operating costs and, where applicable, value added tax –

in the amount of currently EUR 1,640.00

shall be paid monthly in advance, at the latest on the third working day of the month and free of charge to the account with the IBAN no.: DE…

with

BIC:

Account holder:

Receipt by the landlord shall be authoritative for the timeliness of the payment.

2. At the landlord’s request, the tenant undertakes to pay the relevant valid overall rent as follows:

a) Standing order to the above account of the landlord

b) Direct debit (SEPA)

for the account no./IBAN

with

BIC:

Account holder:

(If nothing is ticked, the granting of the standing order is deemed to be agreed.)

The tenant undertakes to initiate all declarations required for the granting of the SEPA order without delay.

In the event of good cause, the tenant shall be authorised to revoke the direct debit / SEPA authorisation.

# Section 9 Reduction, offsetting, right of retention

1. The tenant may neither offset nor exercise a right of retention against the rent claim nor reduce the rent. Excluded from this are claims of the tenant for damages for non-performance or reimbursement of expenses as a result of an initial or subsequent defect in the rental property for which the landlord is responsible due to intent or gross negligence, and other claims insofar as they are undisputed, legally established or ready for a decision.

2. The tenant may only offset claims for rent against counterclaims or exercise a right of retention if he has notified the landlord of his intention in writing at least one month before the rent is due and has given the landlord sufficient opportunity to remedy any defects.

3. Any rights of the tenant under Section 812 BGB unjust enrichment, to reclaim the rent shall remain unaffected.

# Section 10 Use of the rental property, subletting

1. The tenant undertakes to treat the rental property and the communally used land and building parts, facilities and furniture in as carefully and gently as possible. It undertakes to be considerate towards the landlord and the other tenants of the building / land plot and neighbours.

2. Before the tenant sets up machines, apparatus or other installations, it must enquire with the landlord and the competent authorities about the permissible load. Furthermore, it shall obtain the prior written consent of the landlord for the installation and operation. If the permissible load limit is culpably exceeded and personal injury or damage to property occurs as a result, the tenant shall be obligated to compensate for the damage.

The tenant shall remove the machines, apparatus or other installations at the landlord's request if their operation leads to impairments, e.g. due to cracks forming on the rented property or on the building.

3. The tenant is only authorised to change the purpose of use and to practise a different type of operation with the prior written consent of the landlord. The landlord shall be entitled to refuse consent insofar as this is contrary to its interests that are worthy of protection. The tenant shall procure all approvals and permits required for the change of use at its own expense. The same shall apply accordingly in the event that the company owner or the legal form of the company are to be changed. If the landlord does not agree, the tenant shall not be entitled to terminate the tenancy unless the landlord's refusal would be grossly unreasonable.

4. The tenant is only permitted to sublet or otherwise transfer the use of the rental property in whole or in part with the prior written consent of the landlord. If the landlord refuses its consent, the tenant is not entitled to terminate the tenancy unless the landlord's refusal would be grossly unreasonable. The consent to subletting or transfer of use applies only to the individual case. The landlord is entitled to revoke it if there is an important reason.

The tenant undertakes to assign its claims against the subtenant to the landlord as soon as the latter so demands. The tenant shall be liable for the conduct of the subtenant or the third party to whom he has surrendered the use of the rental property, insofar as it is responsible for this.

In the event of unauthorised subletting or transfer of use, the landlord may demand that the tenant terminate the subletting or transfer of use within one month at the latest. Otherwise, the landlord may terminate the tenancy without notice.

5. Shop windows must be designed as is common locally at all times.

# Section 11 Cosmetic and minor repairs, maintenance costs

1. The cosmetic repairs include wallpapering, painting the walls and ceilings, painting the floors including skirting boards, the radiators and heating pipes, the interior doors as well as the windows and exterior doors from the inside as well as the basic cleaning of the carpet. Natural stained woodwork and plastic frames may not be painted over with finishing paint.

2. If the rental property has been handed over in a renovated condition, the tenant shall undertake the ongoing - recurring - cosmetic repairs at its own expense if and to the extent that they are based on use in accordance with the agreement or natural ageing. The tenant must carry out these repairs professionally during the rental term. The special features of commercial leases and the intensity of wear and tear in the individual case as well as the purpose of renting the rental property pursuant to Section 1 Clause 3 shall be taken into account when determining the frequency.

3. If the rental property has been handed over in an unrenovated condition, the landlord shall not be obligated to carry out cosmetic repairs or to have them carried out at its expense. Extraordinary repair measures (e.g. due to water damage) remain unaffected by this insofar as the tenant is not responsible for them.

Even if the rental property is in need of renovation, the tenant accepts it in its existing condition as being in accordance with the agreement. This shall not affect repair or maintenance work by the landlord due to deterioration of the rental property compared to its condition at the beginning of the rental term or in the event of newly occurring defects.

Upon return of the rental property at the end of the tenancy, the walls and ceilings must be painted or wallpapered in neutral, opaque, light colours, provided this was the case at the time of handover at the beginning of the agreement. The work must be carried out professionally.

5. The parties furthermore agree

6. The tenant shall contribute to the costs of minor maintenance and repair measures (minor repairs), irrespective of fault, which are incurred for those objects which are subject to its direct access. These are, in particular, the installation items for electricity, water and gas, the cooking facilities as well as the heating and hot water supply systems, the intercom and bell systems, the window and door locks, roller shutters as well as the locking devices of window shutters.

The tenant shall notify the landlord of the necessary repair measures without delay.

The tenant shall pay an amount of up to EUR 150.00 per repair.

If the repair costs are higher, this shall not affect its pro rata obligation in this amount.

This amount changes in the same proportion as the consumer price index for Germany, base 2015 = 100, changes compared to the beginning of the rent. However, the prerequisite is that the basic rent has changed at all in accordance with Section 5 (1a).

Per year, the total costs for minor repairs are limited to 6% of the annual basic rent.

7. The tenant shall also bear the costs for the annual maintenance of the electrical and gas appliances belonging to the rental property, in particular the appliances for the preparation of hot water, insofar as maintenance is prescribed and recommended.

# Section 12 Wall surfaces, advertising systems, vending machines

1. If the tenant intends to use wall surfaces on or in the building for advertising purposes or apply or install advertising systems or vending machines, it shall obtain written approval from the landlord beforehand. The landlord is authorised to grant approval for a limited period of time and subject to requirements and conditions and to revoke it for good cause. In all other respects, the landlord may demand that the tenant restore the old condition. The tenant is liable for all damage culpably caused by it. This also applies to modifications, renovations or the replacement of corresponding installations that are present at the time of the tenancy.

2. The tenant shall be responsible for ensuring that advertising installations, company signs, awnings and other objects to be attached to the outside are fastened securely and at the appropriate height so that no personal injury or damage to property can occur. Local building and trade regulations must be observed. The tenant shall be responsible and liable for compensation for any culpably caused damage.

3. Wall surfaces, advertising systems and vending machines must be designed in a way that suits the environment and be adjusted to the style of the building.

4. The tenant shall obtain any approvals at its expense.

# Section 13 Structural modifications or furniture by the tenant

1. The tenant may only make structural modifications to the rental property, in particular alterations, installations and the like, with the prior written consent of the landlord. The landlord may make the consent conditional on the tenant's undertaking to restore the former condition in whole or in part at the end of the agreement.

2. Insofar as official permits are required for the conversion measures, the tenant shall obtain them at its own expense. If the tenant fails to obtain official permits or if they are not granted to it or if it culpably acts contrary to them, the tenant shall be liable to compensate the landlord for all resulting disadvantages, e.g. fines. The landlord shall obtain the necessary building inspectorate permits, and the costs incurred shall be borne by the tenant.

3. Upon termination of the tenancy, the tenant shall first offer to the landlord the furnishings with which he has provided the rental property for takeover free of charge. If the landlord is not prepared to take over the equipment, the tenant shall be obligated to remove the equipment and restore it to its original condition at its own expense.

# Section 14 Structural and technical measures by the landlord

1. The landlord may make structural modifications that are necessary to maintain the house or the rented rooms or to avert imminent danger or to remedy damage, even without the tenant's consent.

2. This also applies to measures to improve the value in accordance with Section 5 (5), e.g. to save energy, as well as such extensions and alterations and measures for which the landlord is not responsible (e.g. compulsory connection and use, environmental protection measures). The landlord shall take into account the tenant's interests worthy of protection.

3. The tenant shall keep the rooms in question accessible and shall not culpably obstruct or delay the execution of the work, otherwise he shall bear the costs incurred thereby.

4. The landlord is entitled to a rent increase in accordance with Section 5 (5).

# Section 15 Custodial obligations, waste collection

1. The tenant shall, in particular, ensure that the rented rooms are properly cleaned and adequately heated and ventilated. If the rented property is equipped with insulated windows, the tenant is particularly obligated to provide heating and ventilation in order to avoid condensation and similar damage.

2. Accessories such as locks, valves and fittings must be kept in good working order. The tenant shall protect the water and drainage pipes in the rented rooms from freezing, insofar as they are subject to its direct influence. Electricity and fuel must be handled with care. The tenant shall keep the rental property free of vermin, insofar as he or persons belonging to its rented area or subtenants have culpably caused the infestation.

3. The tenant must inform the landlord immediately of any defects in the rental property. The same applies if there is a threat of danger to the rental property or the land plot.

4. The general waste disposal as well as the disposal of hazardous waste is to be carried out by the tenant itself and at its own expense in compliance with the provisions of public law. Household waste must be shredded and emptied into the bins provided.

5. If the tenant's business operations result in a large amount of packaging material or other material that particularly fills the waste containers, the tenant shall be obligated to bear the costs for additional waste containers requested by the landlord.

# Section 16 Vehicles

1. Motor vehicles of any kind may only be parked on the property with the consent of the landlord. The landlord also determines the parking location. Repair work is generally not permitted for the tenant. Third-party vehicles may only be on the land plot for the time necessary to load and unload their cargo.

2. In addition, motor vehicles may only be parked indoors in accordance with paragraph 1 if the fire regulations are complied with. The landlord's consent must be obtained beforehand and may be refused for good cause.

3. The landlord is entitled to have illegally parked vehicles removed at the expense of the tenant after issuing a warning without result.

# Section 17 Keeping of animals

1. The tenant may keep smaller animals (e.g. ornamental birds and ornamental fish) in the rented rooms without the written consent of the landlord, provided that the number of animals is kept within the usual limits and provided that, due to the type of animals and their accommodation, nuisances to fellow tenants and neighbours as well as impairments to the rental property and/or the land plot are not to be expected.

2. Any other keeping of animals (e.g. dog, cat) within the rental property requires the prior consent of the landlord. The consent is only granted for the individual case and may be revoked in the event of good cause. The consent may be revoked if the tenant does not comply with conditions, if it causes a nuisance to fellow tenants or neighbours or if the rental property or the land plot is impaired.

3. The relevant animal protection laws must be observed. Dogs that are considered “fighting dogs” according to the dog ordinance may not be kept. Any consent given is only valid until the death or removal of the animal. If the tenant acquires a new animal, this again requires the landlord's consent.

# Section 18 Building and pavement cleaning - winter service

1. Unless carried out by the landlord or its agents, the tenant shall take turns with the other tenants of the property in cleaning the jointly used rooms, stairs, courtyards and corridor windows as well as the access routes to the building. The cleaning of the access routes also includes winter maintenance as defined in Clause 3 below. The tenant shall clean the part of the corridor and staircase leading to the rental property at least twice a week and also keep it clean on the other days. If it is unable to do so, it shall ensure that the cleaning is carried out elsewhere. It shall provide the equipment and cleaning agents required for cleaning at its own expense.

2. In the event of improper cleaning, the landlord shall have the necessary work carried out otherwise at the tenant's expense. However, only after the warning has remained unsuccessful. Insofar as the tenant carries out the cleaning work, its pro rata share of the costs of house cleaning shall not apply.

3. If not carried out by the landlord or his agents, the tenant shall take turns with the other tenants in cleaning the pavement and other traffic routes on the land plot. In the event of icy conditions, gritting with gritting agents - repeatedly if necessary - shall be carried out. De-icing salt and agents containing de-icing salt may not be used. Snow must be cleared immediately after it has stopped falling. In the event of black ice, gritting must be carried out immediately. If gritting does not help, the ice must be removed. If the tenant is personally prevented (e.g. holiday, illness, etc.), it must ensure that the work is carried out elsewhere at its own expense.

# Section 19 Liability of the landlord / tenant / insurances

I. Landlord

The landlord shall only be liable for property damage and financial loss of the tenant in the event of intent or gross negligence, insofar as the defect is caused by the rental property and a risk untypical of the agreement materialises. In the same way, it shall be liable for the conduct of its legal representative or vicarious agent.

The exclusion of liability is not possible:

1. If the landlord has specifically warranted a certain property of the rental property or has maliciously concealed a defect.

2. If life, limb or health of the tenant are injured and this was caused by a negligent breach of duty of the landlord or intentional or negligent breach of duty of its legal representative or vicarious agents.

3. If the damage is based on a violation of a cardinal obligation, i.e.: a violation of contractual obligations that only make the correct performance of the agreement possible and on whose performance the tenant relies.

4. If damage occurs for which an insurance of the landlord is in place, e.g. a house or land owner liability insurance or a residential building insurance.

II. Tenant

1. The tenant shall be liable to the landlord for damage to the rental property and to the building / business unit together with facilities and installations caused by it, its subtenant, workers, employees, visitors, customers, suppliers and craftsmen commissioned by it, insofar as it is responsible for this.

If the tenant pays the landlord compensation, the latter undertakes to assign to the tenant any claims it may have against the party causing the damage. The landlord shall prove the objective breach of duty. The tenant shall bear the burden of proof that a culpable conduct was not given, insofar as rooms, facilities and furnishing are in its custody. It shall not be liable for coincidence and force majeure.

2. Damaged glass panes, shop windows and mirrors must be replaced by the tenant at its own expense, insofar as it culpably caused the damage.

The tenant undertakes to take out glass insurance for all window, shop window and door panes of the rental property in a sufficient amount and prove this to the landlord on request. It shall be released from this obligation insofar as the landlord has itself taken out a corresponding glass insurance and the operating costs are the responsibility of the tenant.

3. Furthermore, the tenant must insure itself against damage that may arise from the operation of its trade, oil furnaces or oil tanks as well as other hazardous installations. If it fails to do so, it shall be liable for such damage even if it is not at fault in the individual case.

Furthermore, the tenant is obligated to take out the following insurances to a sufficient extent at its own expense after conclusion of the tenancy agreement:

Business indemnity insurance with the inclusion of rental property damage to the building

Business interruption insurance

The tenant shall prove the taking out of these insurances at the landlord’s request by presenting copies of the insurances and maintain them for the duration of the rental term. The tenant shall not be required to take out insurance of the landlord itself takes out corresponding insurances and charges them to the tenant as operating costs.

# Section 20 Non-compete clause

The landlord shall grant the tenant

no protection against competition

protection against competition for the operation of the following business, insofar as it relates to the range:

The protection against competition does not apply in the case of existing tenancies. It only covers tenancies for commercial space that are newly established or whose range is changed after the conclusion of this agreement and the landlord can influence this.

# Section 21 Entering of the rented rooms by the landlord

1. The landlord or persons authorised by it may enter the rented rooms for the purpose of inspecting their condition, reading the measuring instruments or for other reasonable reasons at reasonable intervals and after due notice. Consideration shall be given to any personal absence on the part of the tenant.

2. If the landlord intends to sell the property and / or the rented rooms or if the tenancy agreement has been terminated, the landlord or persons authorised by it shall be entitled to inspect the rental property together with prospective buyers or tenants after giving due notice. The landlord shall exercise its right as considerately as possible.

3. In the event of prolonged absence (e.g. company holidays), the tenant shall ensure that the rights of the landlord in the above meaning can be exercised. The tenant shall deposit the keys if necessary.

# Section 22 Extraordinary right of termination of the landlord

1. The landlord may terminate the tenancy without notice if the tenant defaults on payment for two consecutive dates or with more than one month's rent. The same applies if it defaults on an amount that reaches the rent for two months for a period that extends over more than two months.

2. Rent arrears also include the monthly down payments of operating costs and lump sums, the deposit in arrears and subletting surcharges.

Further damage caused by the fact that the rented rooms remain vacant during the contractual term of the tenancy shall also be borne by the tenant.

3. If the tenant continues to use the rental property after expiry of the tenancy, the tenancy shall not be tacitly extended or re-established.

# Section 23 Written form

There are no verbal ancillary agreements. Insofar as subsequent amendments and additions to the lease are at issue, the parties shall make the following provision[[4]](#footnote-4):

# Section 24 House rules

The house rules in Annex 2 are part of this Agreement. The tenant undertakes that it and everyone who is included in the tenancy agreement (e.g. subtenants, workers, visitors, customers, suppliers as well as workmen instructed by it) observe the provisions.

# Section 25 Supplemental agreements

# Section 26 Data protection

1. The personal data collected in this tenancy agreement are required by the landlord to ensure that he can fulfil his obligations arising from the tenancy agreement and its performance in accordance with Article 6 (1) lit. b and f GDPR. For further details, please refer to the data protection information in Annex 3.

2. The tenancy agreement or the text thereof and the data contained therein shall also be processed and stored electronically by the landlord, if necessary. The tenancy agreement may also be stored and archived on an internet platform operated or licensed by the publisher of the tenancy agreement form. With the exception of IT service providers whose services are absolutely necessary for smooth operation, access by third parties is excluded. An evaluation, forwarding, aggregation or other processing of the data does not take place.

3. The tenant agrees that data on the amount of rent as well as on the type, size, equipment, condition and location of the rental property may be stored and passed on to third parties in order to compile rent overviews and comparative rent collections. The landlord assures that the data will be treated confidentially and used exclusively for these purposes. At the tenant's request, the landlord shall be obligated to provide it with information about the persons and bodies to whom the data are transmitted.

4. The tenant expressly consents to the landlord querying the energy consumption data of the rental property directly from the energy supplier, e.g. for the purpose of preparing a legally required energy certificate. This applies, in particular, in the event that the tenant obtains the energy supply directly from the supplier.

5. If the tenant refuses or revokes its consent, this shall not affect the existence of the tenancy agreement.

# Section 27 Termination of the tenancy

1. At the end of the tenancy, the tenant shall return the rental property to the landlord completely cleared and cleaned. The tenant shall hand over all keys to the landlord; any keys which the tenant has additionally had made at his own expense shall be handed over to the landlord free of charge or he shall furnish proof of their destruction.

Both parties may request that a joint acceptance record be drawn up.

2. The tenant must provide its new address when handing over the rental property. In addition, it is obligated to present its deregistration certificate to the landlord; in the event of a permitted subletting it must also present the subtenant's deregistration certificate to the landlord.

3. If, at the end of the tenancy, the tenant does not offer the facilities with which it has provided the rental property to the landlord for takeover free of charge or if the landlord is not prepared to take them over (Section 13 Clause 3), the tenant is obligated to remove the facilities and to restore them to their original condition at its own expense.

However, the landlord reserves the right to avert the exercise of the right of removal at any time by paying reasonable compensation. If no agreement can be reached on the amount of compensation, a binding decision shall be made by an expert to be appointed by the competent chamber of industry and commerce. The costs shall be borne equally by the parties.

4. If the rental property is returned late, the tenant shall pay the agreed rent or instead the rent customary in the locality for comparable rooms as compensation for the duration of the detinue. The assertion of further damages is not excluded if the return is not performed due to circumstances for which the tenant is responsible.

# Section 28 Effectiveness of the contractual provisions

Any invalidity of one or more provisions of this contract shall not affect the validity of the remaining provisions.

This Agreement is executed in duplicate and in identical form, read, approved and signed by the parties themselves. Each party shall receive one copy (spouses only one copy).

(Place)

(Date)

Signature(s) of the landlord(s):

Signature(s) of the tenant(s):

# Annex 1

Statutory period of notice according to Section 580a (2) BGB (German Civil Code):

In the event of a tenancy of business premises, ordinary notice of termination is permitted at the latest on the third working day of a calendar quarter as of the end of the next calendar quarter.

Note: Since the termination date is the end of the next calendar quarter, the notice period is six months minus the waiting days. The notice period is the same for landlord and tenant and applies regardless of the duration of the tenancy. This results in the following days of notice and termination dates.

|  |  |
| --- | --- |
| Day of notice  The recipient must receive notice at the latest on:  3rd working day January  3rd working day April  3rd working day July  3rd working day October | Termination date  The tenancy ends on expiry of  30 June  30 September  31 December  31 March of the following year |

# Annex 2

House rules

The house rules are an essential part of the tenancy agreement.

They must be scrupulously observed by all users of the house.

1. General rules of conduct

Smoking is not permitted in the stairwell, lift and other common parts of the building.

Windows must be kept closed during storms, rain or snowfall. Roller shutters and blinds may not be opened during rain and storms. In freezing weather, windows are to be kept closed except for necessary ventilation.

The heating system must be kept in operation at all times to prevent frost damage.

Contamination must be removed immediately by the person responsible.

The tenant must avoid any odours caused by the operation of his business.

2. Safety precautions

Hazardous substances may not be stored in the house, flammable substances may not be stored in the cellar or attic.

Heating oil may only be stored with the permission of the landlord and in compliance with all official requirements.

3. Consideration / Avoidance of noise

Consideration for the coexistence of the users of the house requires that any disturbing noise and such activities that affect the domestic tranquillity are avoided.

Tenants must show consideration for each other and must also urge other persons involved in the tenancy to do the same.

Mechanical devices in the rental property must be installed free of vibrations.

4. Use of communal rooms or areas

All tenants may use communal rooms or areas.

The allocation of space and time among the users should be as self-regulating as possible in order to meet the different needs and interests.

As a matter of principle, each user has to take good care of and clean his or her part.

In the event of conflicting interests, the Landlord shall be entitled to establish rules of use and to issue a cleaning schedule at its reasonable discretion.

5. Garages/Parking spaces

The garage doors must be kept closed at all times The tenant must keep the access to the garage clean and free of ice and snow and, if necessary, grit it in winter.

The use of fire and smoking are prohibited in the garage. Flammable objects, e.g. fuels, paints and varnishes, may not be stored there.

The garage may also not be used as a storage room.

Any avoidable noise, in particular noisy running of the engine in the garage, is prohibited. No vehicle may be parked on the access road to the garage.

6. The landlord may change or amend the house rules for the purpose of proper administration.

# Annex 3

General data protection information for tenants and joint users (commercial tenancy) in accordance with Art. 13 and 14 EU General Data Protection Regulation (GDPR)

The personal data collected within the framework of the tenancy are required by the landlord to ensure that the landlord's obligations under this Agreement and its performance towards the tenant(s) can be fulfilled and that the landlord can verify the fulfilment of the tenant(s)' obligations (performance of the agreement). The data may also be processed and stored electronically by the landlord.

1. Person responsible for data processing

The landlord or the persons authorised by it are responsible for data processing. In this respect, reference is made to the tenancy agreement.

2. Type of data collected, purposes and legal basis of data processing

The landlord or its authorised representatives process data in order to establish and implement the tenancy, in particular:

* Name, first name, date of birth, telephone numbers, postal address on conclusion of the tenancy agreement;
* Special requirements from the tenant for the rental space (e.g. size, shopwindow surface, frequented location, parking space);
* Data on payments and, if applicable, outstanding debts;
* Where necessary, information about the condition and equipment of the rental space, e.g. on handover and return or when tenants report damage or defects;
* Account details;
* For the purpose of invoicing the operating costs, the consumption data for heating / hot water from the commissioned metering service company. collected. This data (and any subsequent data) will be passed on to the commissioned forwarded to the commissioned billing company / the House & Land Association.
* Where necessary, information on tenant conduct when using the rental space, e.g. on breaches of contract and conduct leading to damage;
* Where necessary, other information provided by tenants to the landlord or its service providers (e.g. property management, tradesmen, service staff) or perceived by them.

Surveillance cameras may be installed in the entrance area and/or in front of the rental property. Further information on this can be found on the respective notice board on site.

It may also happen that the landlord receives information from third parties about tenants or their employees, e.g. in connection with complaints.

In this case, depending on the facts of the case and the assessment of the notice, the landlord may request a statement from the tenant and/or collect further information.

The legal basis for this is Article 6 (1) b) GDPR (performance of a contract with the data subject). The landlord collects and processes further data if there is a legitimate interest in doing so and the tenant has no overriding interest in the landlord not collecting this information.

With the express consent of the tenant, the landlord collects data on energy consumption or indoor temperature for the purpose of processing objections against operating cost statements and optimising the utilisation situation.

3. Automated decision making

Automated decision-making (including profiling) within the meaning of Article 22 GDPR is not used.

4. Categories of recipients of the data

Recipients of personal data of the tenant are:

* Employees of the landlord or its authorised representatives;
* Employees of companies who process data on behalf of the landlord in accordance with instructions;
* Third parties, insofar as necessary for the performance of the tenancy, e.g. tradesmen, service providers or experts or the respective building insurer and liability insurer of the property;
* public bodies, e.g. registration authorities;
* Credit agencies, for the purpose of credit information;
* After termination of the tenancy agreement, prospective tenants receive the tenant's telephone number for the purpose of arranging a viewing appointment; the tenant is informed of this in the termination confirmation and may object to the disclosure;
* Energy supply company (e.g. meter readings after moving out);
* Collection agencies, credit agencies, lawyers, courts, bailiffs, if outstanding debts are not paid despite several reminders.
* For the purpose of fulfilling legal claims, other tenants shall be granted access to all original vouchers and consumption records on which the respective annual statements of account are based upon their request.

5. Transmission to third countries

There shall be no transmission to third countries.

6. Duration of storage

The tenant's personal data are regularly stored until the expiry of the statutory standard retention period (Section 195 BGB) and deleted upon expiry and at the end of the period. Insofar as the landlord is obligated to store data for a longer period of time in accordance with Article 6 (1) (1) (c) GDPR due to tax and commercial law retention and documentation obligations or the tenant has consented to storage beyond this period in accordance with Article 6 (1) (1) (a) GDPR, these periods shall be authoritative.

7. Data subjects' rights

The tenant has the right to revoke consent given in accordance with Article 7 (3) GDPR, to request information about the data processed by the landlord in accordance with Article 15 GDPR, to request the correction of stored data records in accordance with Article 16 GDPR and to request the erasure of personal data in accordance with Article 17 GDPR. In addition, it has the right to restriction of processing pursuant to Article 18 GDPR, a communication in connection with the rectification or erasure of personal data or the restriction of processing pursuant to Article 18 GDPR as well as the right to data portability pursuant to Article 20 GDPR. Article 20 GDPR. It may also lodge a complaint with a supervisory authority pursuant to Article 77 GDPR.

8. Right of objection

If the personal data of the tenant is processed on the basis of legitimate interests pursuant to Article 6 (1) (1) (f) GDPR, the tenant has the right to object to the processing of the personal data pursuant to Article 21 GDPR, insofar as there are grounds for doing so that arise from the tenant's particular situation. If the tenant wishes to exercise its right of objection, it must contact the office responsible in accordance with Clause 1.

The tenant(s) has/have taken note of the information contained in this annex and the associated data protection declaration. These form an integral part of the tenancy agreement.

Place/Date Signature(s) of the landlord(s) Signature(s) of the tenant(s)

1. VAT is only charged if the landlord subjects the rental income to VAT within the framework of the statutory option right. [↑](#footnote-ref-1)
2. The prerequisite is that the landlord waives the right to ordinarily terminate the agreement for a period of at least ten years or that the tenant has the right to extend the term of the agreement to at least ten years.

   The percentage change in rent is calculated according to the formula (new index ./. old index x 100) - 100 [↑](#footnote-ref-2)
3. The area specification serves exclusively to allocate the pro rata operating costs and does not constitute an agreement of the actually rented area. [↑](#footnote-ref-3)
4. E.g. that amendments or addenda must be made in writing or that the parties waive in full or in part [↑](#footnote-ref-4)