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 Building &

Land State Association of

Rhineland-Palatinate

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Publisher:

State Association of Building, Flat and Land Owners of Rhineland-Palatinate, e.V.

Diether-von-Isenburg-Str. 9-11, 55116 Mainz Tel.: (+49 61 31) 61 97 20, fax: (+49 61 31) 61 98 68

Email: [info@hausundgrund-rlp.de](mailto:info@hausundgrund-rlp.de) Internet: [www.hausundgrund-rlp.de](http://www.hausundgrund-rlp.de)

Production & Sales:

Satzbaustein Medienservice GmbH

Luxemburger Str. 124 / 208, 50939 Cologne Tel.: (+49 221) 677 865 282, fax: (+49 221) 94 11 842

Email: [service@satzbaustein.de](mailto:service@satzbaustein.de) Internet: [www.mietvertraege-rlp.de](http://www.mietvertraege-rlp.de)

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The template agreement can therefore serve as a suggestion only 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 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: Mobileye 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 entered into:

# Section 1 Rental Property

1. The property to be let:

Located on the premises of Florinskaul 3, 56218 Muelheim Kaerlich; including

a) Six rooms and one kitchen, two bathrooms, one heating room located on/in the ground floor, right/ left/centre, front building/rear building/annex

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

four 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 that the premises conform to the terms of the agreement.

3. Under the terms of this rental agreement, the premises are to be used as office space.

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

4. The landlord is obligated to meet the necessary legal requirements, in particular those under commercial law, at its own expense, and to obtain the official permits for personal and operational use. The landlord shall bear the risk of use insofar as the cause of any breach is the result of the landlord’s own circumstances.

The landlord is exclusively liable for ensuring that the use permitted by law is first and foremost permissible under building law. The landlord must ensure that these requirements are met during the term of the existing tenancy.

5. The tenant is obligated to carry out the following measures at its expense:

6. The landlord is obligated to carry out the following measures at its expense:

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

8. The tenant shall be provided with the following sets of keys:

The tenant may have additional keys made only with the consent of the landlord. All keys must be returned upon termination of the agreement. All duplicate keys shall be delivered to the landlord free of charge or destroyed. In the event that the keys have been 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 landlord may do the same if the tenant does not hand over all keys when moving out or if there is a central locking system. In the event that the tenant can demonstrate that the security of the rental property is not compromised by any loss of keys, the tenant is not obligated to reimburse the costs of making new locks and keys.

# Section 2 Heating and Hot Water Supply

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

2. The tenant may not demand heating in the event of a 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. Even if the tenant does not use the heating system, the tenant 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. In the event that the tenant operates the heating system on its own, it shall operate it to the extent required during the heating period and maintain it in proper and workable condition at its own expense in accordance with the statutory regulations and technical requirements. The operating costs and costs of minor maintenance work shall be borne by tenant.

6. The landlord shall keep the hot water supply system in operation. In the event that 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 is responsible for the shutdown. The scope of the costs shall be determined in accordance with the statutory provisions.

7. The landlord may switch from operating the central heating and hot water supply system on its own to doing so through the services of 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 is not unreasonable. The scope of the costs shall be determined in accordance with the statutory provisions.

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

# Section 3 Multiple Tenants

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

2. Multiple tenants authorise each other to receive notices from the landlord and to submit their own notices. 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 agreement.

Multiple landlords authorise one another accordingly.

In the event that one of the multiple tenants moves out of the premises, its contractual obligation shall remain unaffected. Early release from the contractual obligation shall only be possible upon agreement of the landlord.

# Section 4 Rental Term

1. Agreement for an indefinite term:

The tenancy shall begin on

The following applies for termination (mark or complete either a or b)

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 the 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.

The tenancy shall be extended by two years, unless a party objects to the extension in writing

within the agreed upon notice period of six 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 notice to the landlord, which the landlord must receive 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). In the event that this extension option is exercised, the tenancy shall be continued on the same terms. If no value retention clause is (Section 5, Clause 3) is agreed upon, the rent shall be adjusted to the customary 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 is determined by the time of receipt of such notice by the other party and not by time of its dispatch.

6. In the event that the tenant continues to use the rental property after the expiration of the tenancy, the tenancy shall not be tacitly extended or re-established.

7. However, in derogation of 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 previous rental term, for which the landlord is not liable for simple negligence. 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

Statutory VAT[[1]](#footnote-1) EUR

Total EUR 1,640.00

In the event that 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 sum of the VAT, provided that the tenant is entitled to deduct the input tax.

In the event of the exercise 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 permissible only 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 Consumer Price Index for Germany determined by the Federal Statistical Office.

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

In the event that the Consumer Price Index for Germany, as determined by the Federal Statistical Office, increases or decreases by at least one percent according to the index published for the month in which the agreement was concluded, 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 aforesaid circumstances reoccur. 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. This does not include rent increases arising from value improvement measures taken by the landlord in accordance with paragraph 5. The landlord's right to charge for changed operating costs shall remain unaffected.

4. Graduated rent agreement

The rent in accordance with Section 5 Clause 1a shall rise as follows:

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

In the event that the landlord opts to charge 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. This does not include rent increases arising from value improvement measures taken by the landlord according to paragraph 5.

Furthermore, the landlord's right to charge for 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, or which permanently improve the general conditions of use, or 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% 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 tenant shall be notified of any such rent increase due to costs incurred in writing, with detailed explanations of the expenses. The tenant shall be obligated to pay the increased rent from the beginning of the third month after receipt of the notice.

6. Subletting

In the event of subletting and/or transfer of use of the premises in whole or in part, the tenant shall pay a surcharge on the rent insofar as it is not reasonable for the landlord that the original rent will apply. 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) Public charges (e.g., property tax, recurring road development charges, etc.)

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

c) Drainage costs (surface and waste water)

d) Central and floor heating systems’ operating costs

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

f) Elevator (lift) operating costs

g) Street cleaning and refuse disposal costs

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

i) Garden maintenance costs (insofar as the tenant does not carry out such work on his own)

j) Lighting costs

k) Chimney cleaning costs

l) Property and liability insurance costs

m) Property caretaker costs

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

In addition, the tenant is obligated to pay the costs of the commercial and technical property management, the maintenance of the fire extinguishers, smoke warning systems and fire warning and extinguishing systems, including sprinkler systems, garage door maintenance, gutter cleaning, inspecting the lightning protection system; and maintenance of the air conditioning and ventilation systems and of the alarm systems, intercom and door-opening systems. The tenant must also pay the costs of security for the property, including personnel and equipment, 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 the costs of regular TÜV approvals.

Further operating costs:

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

In the event that 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.

In the event that the landlord does not allocate individual contractually agreed upon types of operating costs to the tenant at the beginning of the tenancy or later, the landlord is nonetheless entitled to allocate these types of operating costs in 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. Cost allocations

a) Costs of heating and hot water supply

aa) The tenant shall bear

% of the heating and hot water costs according to the proportion of its recorded share

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 allocation shall be made according to the existing metering equipment or according to the following apportionment formula:

c) Refuse collection costs

The costs are specifically allocated to the tenant if the tenant uses his own refuse containers. If this is not the case, 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 rates:

The landlord is authorised to change the apportionment rates within the legally permissible scope if there is a justified reason for doing so.

In the event that the tenancy ends during the current settlement period, an interim reading of the recording devices (heating and hot water supply as well as water supply costs) will be made.

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

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

In the case of partial ownership, the allocation formula used by the all the owners, as evidence from their last account or reporting statement, is deemed to apply. These 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 provision and is apportioned in full.

4. The advance payments shall be settled annually. The landlord shall be entitled to change the settlement period to suit the landlord’s convenience.

5. If new operating costs are incurred after the conclusion of the agreement, the landlord may allocate them to the tenant in a manner consistent with the allocation of the other costs. The landlord is entitled to set an appropriate advance payment, to commence at the beginning of the month following the notice of increase. This applies to retroactive increases in operating costs as well.

6. In the event of an operating cost flat rate, the landlord shall be entitled to charge for increases in the operating costs up to the currently incurred amount. The adjustment must be made in writing and shall take effect from the beginning of the month, following receipt of the notice. In the event that 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

(three thousand and eighty euros).

Payment can be made 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 guarantee issued 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 immediately in the event that the tenant defaults on this obligation.

3. In the event of payment as per 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. The landlord has sole and irrevocable powers of disposal.

The interest rate is set

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

or

according to the following terms:

The tenant is entitled to the interest on the deposit.

4. The deposit shall be settled upon termination of the agreement and return of the rental property and paid to the tenant as soon as it is determined that the landlord is not entitled to any justified counterclaims. In the event of multiple tenants (joint creditors), the landlord may discharge its obligation to repay the security deposit by repay said security deposit to any of the tenants at its discretion. During the tenancy, the tenant is not entitled to set off any rental due and/or operating costs against the deposit.

5. In the event that 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. Upon the registration of the purchaser as owner in the land register, but as soon as possible after settlement of the purchase 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 monthly payment, including rent plus operating costs and, where applicable, value added tax –

in the current amount of EUR 1,640.00

shall be paid monthly in advance, at the latest on the third working day of the month and without cost to the account with the IBAN no.: DE:

with

BIC:

Account holder:

The time of the payment is determined by receipt by the landlord.

2. At the landlord’s request, the tenant undertakes to pay the relevant valid overall monthly payment 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 no item is checked, 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.

The tenant shall be authorised to revoke the direct debit/SEPA authorisation if there is good cause.

# 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 provision 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 about to be determined.

2. The tenant may offset claims for rent against counterclaims or exercise a right of retention if the tenant 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 as carefully and considerately 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 installs machines, apparatus or other equipment, it must enquire with the landlord and the competent authorities about the permissible load. Furthermore, the tenant shall obtain the prior written consent of the landlord for the installation and operation of such items. 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 equipment at the landlord's request if their operation leads to impairments, including but not limited to cracks forming on the rented property or on the building.

3. The tenant is authorised to change the purpose of use and to practise a different type of operation only with the prior written consent of the landlord. The landlord shall be entitled to refuse consent insofar as it is contrary to its protectable interests. The tenant shall procure all approvals and permits required for the change of use at its own expense. This provision 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 permitted to sublet or otherwise transfer the use of the rental property in whole or in part only with the prior written consent of the landlord. If the landlord withholds its consent, the tenant is not entitled to terminate the tenancy unless the landlord's refusal is grossly unreasonable. The consent to subletting or transfer of use applies only to the individual case. The landlord is entitled to revoke its consent upon reasonable grounds.

The tenant undertakes to assign its claims against the subtenant to the landlord immediately upon the latter’s demand. The tenant shall be liable for the conduct of the subtenant or the third party to whom the use of the rental property has been transferred, insofar as the tenant is responsible for such conduct.

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 in accordance with local practice 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 to the tenant 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 with natural usage and aging. 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 of such repairs.

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 their condition 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 and 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.

Repair costs in excess of this sum shall not affect the tenant’s pro rata obligation in this cost.

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).

Annually, 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 water heating appliances, 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 in advance. 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 premises to the original 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 were present at the time of the commencement 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 manner that respects the environment and can be adjusted to the style of the building.

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

# Section 13 Structural Modifications or Furnishings by the Tenant

1. The tenant may make structural modifications to the rental property, in particular alterations, installations and the like, only 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 any 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, or if it culpably acts contrary to them, the tenant shall be liable to compensate the landlord for all resulting harm, such as 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 the furnishings and/or equipment the tenant has placed in the rental property to the landlord free of charge. If the landlord is not prepared to take over the furnishings, the tenant shall be obligated to remove the aforesaid and restore the premises 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 building 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; the tenant shall bear any costs incurred if the tenant fails to fulfil this obligation.

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 maintained 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 the tenant’s direct access and use. Electricity and fuel must be handled with care. The tenant shall keep the rental property free of vermin, insofar as the tenant or persons belonging to its rental area or subtenants have culpably caused the infestation.

3. The tenant must inform the landlord immediately of any defects in the rental property. This provision 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 and at its own expense in compliance with the provisions of the 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 exceptionally 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 be parked on the property only 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 be on the property only for the time necessary to load and unload their cargo.

2. In addition, motor vehicles may be parked indoors only in accordance with paragraph 1 if the fire regulations are complied with. The landlord's consent must be obtained in advance 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 which is not heeded.

# 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 customary 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. The keeping of any animals (e.g., dog, cat) within the rental property requires the prior consent of the landlord. The consent is granted for the individual case only 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 valid only until the death or removal of the animal. If the tenant acquires a new animal, new consent must be sought from the landlord.

# Section 18 Building and Pavement Cleaning - Winter Service

1. Unless carried out by the landlord or its agents, the tenant shall rotate responsibility with the other tenants of the property for 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 other days. If the tenant is unable to do so, it shall ensure that the cleaning is carried out by a third party. The tenant shall provide the equipment and cleaning agents required for cleaning at its own expense.

2. In the event of improper cleaning, the landlord must notify the tenant of inadequacies. Only in the event that the tenant does not heed the landlord’s warning, the landlord may have the necessary work carried out at the tenant's expense. Insofar as the tenant carries out the cleaning work, its pro rata share of the costs of building cleaning shall not apply.

3. If the landlord or his agents does not clean the pavement and other traffic routes on the property, the tenant shall rotate responsibility with the other tenants for doing so. 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 from carrying out these actions (e.g., holiday, illness, etc.), it must ensure that the work is carried out by a third party at its own expense.

# Section 19 Liability of the Landlord / Tenant / Insurances

I. Landlord

The landlord shall be liable for property damage and financial loss of the tenant only 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. Similarly, the landlord shall be liable for the conduct of its legal representative or vicarious agent/s.

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 agent/s.

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

4. If damage occurs for which the landlord has existing insurance, 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 there was no culpable conduct with respect to rooms, facilities and furnishing in its custody. It shall not be liable for accidents 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 show this insurance to the landlord upon request. The tenant shall not be so obliged 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 any individual case of harm.

Furthermore, the tenant is obligated to take out the following insurance policies at its own expense at a sum sufficient to cover costs 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 existence of these insurance policies at the landlord’s request by presenting copies of the insurances. The tenant must maintain them for the duration of the rental term. The tenant shall not be required to take out insurance if the landlord takes out corresponding insurance policies 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 according to the above meaning can be exercised. The tenant shall deposit the keys if necessary.

# Section 22 Extraordinary Right of Termination by the Landlord

1. The landlord may terminate the tenancy without notice if the tenant defaults on payment for two consecutive dates or for more than one month's rent. This provision applies if the tenant defaults on an amount that totals the value of 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 will be made, the parties shall make the following provision:[[4]](#footnote-4)

# Section 24 Building Rules

The building rules in Addendum 2 are an integral part of this Agreement. The tenant undertakes that it and everyone who is included in the tenancy agreement (e.g. subtenants, workers, visitors, customers, and 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 the landlord’s obligations arising from the tenancy agreement and its performance in accordance with Article 6 (1) lit. b and f GDPR can be fulfilled. For further details, please refer to the data protection information in Addendum 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. There is no evaluation, forwarding, aggregation, or other processing of the data.

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 ensures 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 proof of their destruction shall be furnished.

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 furnishings or equipment which it has placed in 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 them and to restore the premises 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, in the alternative, the rent customary in the locality for comparable rooms as compensation for the duration of the delay. 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):

# Addendum 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 less 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 |

# Addendum 2

Building Rules

The building rules are an integral part of the tenancy agreement.

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

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 causing any odours caused by the operation of his business.

2. Safety precautions

Hazardous substances may not be stored in the building; flammable substances may not be stored in the cellar or attic.

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

3. Consideration/Avoidance of noise

Consideration for the co-existence of the users of the building 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 must 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, such as 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 building rules for the purpose of proper administration.

# Addendum 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, such as 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 Building & Land Association.
* Where necessary, information on the tenant’s conduct when using the rental space, such as 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, tradespeople, service staff) or observed 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.

The landlord receives information from third parties about tenants or their employees, e.g. in connection with complaints.

In this event, 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, such as tradespeople, service providers or experts or the respective building insurer and liability insurer of the property;
* public bodies, such as 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 charged only if the landlord subjects the rental income to VAT within the framework of the statutory option right. [↑](#footnote-ref-1)
2. The prerequisite for exercising this option 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 this in full or in part. [↑](#footnote-ref-4)