

General Terms of Business (GTB) for Lessors of Housing Space

1. Scope of the GTB

Between the landlord as a provider of housing and the MWZ-Immobilien-Vermittlungs -GmbH & Co Mitwohnzentrale KG, hereinafter referred as HomeCompany, the following terms and conditions apply exclusively.

2. Conclusion of a tenancy agreement

(1) The HomeCompany informs the Lessor about prospective tenants that are not already known by the Lessor. Such information can be provided in writing or text form (email, telefax, postal letter) or by phone. In spite of all due care the HomeCompany cannot assume liability for the accuracy and integrity of such information.

(2) The data of prospective tenants is confidential and reserved for the Lessor. For the passing on of the data the consent of the HomeCompany is required. Unless agreed on otherwise the original Lessor remains recipient of the invoice. If the Lessor knows the prospective tenant already, he must notify the HomeCompany about his knowing and quote the information source without delay.

(3) The Lessor must notify the HomeCompany immediately, if a tenancy agreement (oral/in writing) with one of the prospective tenants is concluded.

(4) In case of an additional tenancy agreement is concluded or another tenancy agreement is concluded instead of the initial one, the commission on the basis of the concluded contract is due to the HomeCompany, if the HomeCompany has brokered such opportunity for the formation of the contract. The Lessor may provide evidence that a claim for commission is not constituted.

3. Brokerage

(1) Upon conclusion of the tenancy agreement (oral/in writing) a commission becomes due immediately. The commission amounts to a maximum of 2,6775 monthly rents inclusive value added tax (VAT). Decisive is the rental as mentioned in the rental offer. If the rental property is offered for a length of lease less than 15 months or the prospective tenant searches a rental property for a length of lease less than 15 months and the effective length of lease is less than or equal 15 months, a commission in the amount of 17,85% of the monthly rent inclusive VAT is charged for every month entered into, as long as the tenancy agreement endures. In the aforementioned case the total amount of the commission is limited to a maximum of 2,6775 monthly rents.

until a length of lease of 15 months	17,85% of the monthly rent for each month inclusive VAT
for a length of lease longer than 15 months	2,6775 of the monthly rent inclusive VAT

(2) Basis of calculation is the all-inclusive rent, unless additional costs are charged separately according to German Regulation on Operating Costs (Betriebskostenverordnung). Subsequent alterations of the rent or the additional costs will have no effect on the calculation of the commission.

(3) An early termination of the tenancy agreement does not constitute any claim against the HomeCompany. The claim for commission of the HomeCompany calculated on the basis of the primal length of lease remains unaffected.

4. Permission to let

(1) If the Lessor is not the proprietor of the housing space, it is necessary that he obtains the consent of his lessor for the subletting of the housing space in whole or in part. For the permission to sublet the housing space the Lessor is solely responsible. The Lessor is obligated towards the HomeCompany to offer housing spaces solely if he is the proprietor or he has obtained consent for subletting of such housing spaces. [Print out 17.04.2024](#)

(2) The Lessor warrants that the offered housing spaces are not public subsidized or price maintained and it is allowed to let the housing space for length of lease less than six months.

5. Notice about the conclusion of tenancy agreement

When the Lessor is entering into a tenancy agreement about an object, he shall inform the HomeCompany about the name and address of the tenant without undue delay. This obligation must be obeyed regardless, if the tenant has contacted the Lessor via the HomeCompany or not. The notice enables the HomeCompany to examine, if the conclusion of the tenancy agreement is grounded on the services of the HomeCompany. Furthermore the HomeCompany may forward name and address of the tenant to the credit agency Schufa Holding AG (SCHUFA). The Lessor must inform the prospective tenants about the necessity and purpose of such transfer of data. The obligation of the Lessor to give notice about the tenant, who rents the object, expires twelve month after the tenancy agreement is terminated.

6. Photos and videos of the Object and processing of data regarding the Object

(1) The HomeCompany is entitled but not obligated to take pictures of the interior and to produce video footage of the interior and to use such pictures and videos (Presentation Material) for the presentation of the objects. The HomeCompany is authorized to publish such Presentation Material on the internet or other media. Furthermore the HomeCompany is allowed to retain, process and use the contact data of the Lessor, the address of the object, the corresponding Presentation Material and exposés for a period of one year from the termination of the Brokerage Contract for its own contractual purposes, regardless if a successful procurement of a tenancy agreement has taken place or not. Retaining obligations pursuant to statutory provisions remain unaffected.

(2) In case of the Lessor providing Presentation Material he grants simple usage rights to the Presentation Material free of charge for the purpose of accomplishment of the Brokerage Contract. The simple usage rights contain all activities that are necessary for the presentation of the objects in advertisements and exposés regarding to print and online media and the further distribution thereof. The usage rights contain the use of the Presentation Material without designating the author and to earmark the Presentation Material with a visible watermark and logo of the HomeCompany.

(3) The Lessor must provide the Presentation Material unencumbered of rights of third persons. In case of the HomeCompany is claimed by third persons relating to the infringement of such rights of third persons, the Lessor is obliged to indemnify and hold harmless the HomeCompany regarding the corresponding reasonable costs.

7. Energy Pass

The Lessor is aware that he is obligated to include the energy pass in exposés and advertisements. Insofar the Lessor has requested a publication of the offer despite of the missing energy information, the Lessor indemnifies the HomeCompany from all claims and damages (in particular legal costs and lawyer fees) that are based on wrong or missing energy information during the brokering of the object.

8. Duration and termination of the Brokerage Contract

The Brokerage Contract is concluded without a limit of time. The contract can be terminated by both parties with a notice period of two weeks. The termination notice must comply with text form (email, telefax, postal letter).

9. Rest of the Brokerage Contract

The successful let of the object doesn't terminate the Brokerage Contract. The Brokerage Contract rests until the termination of the current tenancy agreement.

10. Liability of the HomeCompany

- (1) The HomeCompany solely gives opportunities to conclude a tenancy agreement with a prospective tenant. The Lessor is solely responsible for the choice of the tenant and the conclusion of the tenancy agreement.
- (2) The HomeCompany, legal representatives and persons whom the HomeCompany uses to perform an obligation of the HomeCompany are not liable for ordinary negligence, unless the damage results out of an injury to life, body or health or is based on a breach of an essential contractual obligation. In the event of a violation of an essential contractual obligation based upon ordinary negligence, the liability shall be limited to a maximum amount of triple the order value, unless there was an injury to life, body or health. The liability according to the German Product Liability Act is not affected.

11. Credit agency (SCHUFA-clause)

- (1) The Lessor empowers the HomeCompany to obtain information from SCHUFA. For this purpose the HomeCompany has concluded a contract with SCHUFA. The Lessor is obligated to notify the HomeCompany about outstanding legally established claims after a valid termination of tenancy agreement according to §§ 543, subparagraph 2 No. 3, 569 subparagraph 3 BGB (German Civil Code) respectively because of delayed payment according to § 573 subparagraph 2 No. 1 BGB (German Civil Code). The HomeCompany will forward the aforementioned information to SCHUFA to comply with its notification duties towards SCHUFA.
- (2) If SCHUFA was informed about an outstanding claim, the HomeCompany is also obligated to notify SCHUFA about the settlement of the claim.
- (3) The HomeCompany will use or process the information solely for the aforementioned purposes. The HomeCompany will indemnify the Lessor from any claims that will be alleged because of a non-appropriate processing or use of the information.

12. Miscellaneous

- (1) Modifications or supplements to the Brokerage Agreement shall be in writing to become legally binding. The above provision also applies to the amendment of this clause.
- (2) If parts of these GTB or the Brokerage Agreement are, or become invalid, the validity of the agreement as a whole shall not be affected. The parties are obligated to substitute invalid clauses by valid regulations that come as close as possible to the economic intent of the invalid ones.
- (3) In case of doubt the German wording of the GTB is decisive.

13. Choice of law and venue

- (1) The Brokerage Agreement shall exclusively be subject to and governed by the laws of the Federal Republic of Germany.
- (2) Regarding all disputes arising in connection with the Brokerage Agreement or its validity, the courts competent at the domicile or registered office of the HomeCompany shall be exclusively competent, if the Lessor is a merchant, a juridical person governed by public law or a public special property with domicile respectively registered office in Germany. Furthermore the aforementioned courts have got exclusive jurisdiction in the annotated scope, if the Lessor is a businessman with its domicile respectively registered office in the European Union outside Germany or in Norway, Swiss or Iceland.

14. Data protection

The data provided by the Lessor are recorded according to data protection regulations, taxation and accounting duties and the jurisdiction of the German Federal Supreme Court in regard to the brokerage claim. The HomeCompany will not transfer or sell the data of the Lessor for advertising purposes. You can find further details concerning the topic data protection and the term of the data storage at <http://www.homecompany.de/en/privacy-notice> .