

Brokerage contract

Client (First name and Surname): _____

Address of Client: _____

- The client hereby confirms the accuracy of his personal details as well as the information pertaining to the property to be offered. The client is entitled to rent out the property and is authorized to issue this brokerage contract.

I am the owner.

I am the main tenant, my landlord agrees to the sub-let.

or: _____

- The client commissions the City–Wohnen Immobilien und Beratung GmbH, Linienstraße 111, 10115 Berlin, to act as a broker and hereby agrees to the enclosed general terms and conditions for landlords.

Place, Date

Signature

City-Wohnen Immobilien und Beratung GmbH Berlin: General Business Terms for Providers

Definitions

1. General Business Terms for Providers = General Business Terms for those who offer their houses, apartments or rooms through City-Wohnen.
2. City-Wohnen = City-Wohnen Immobilien und Beratung GmbH Berlin (City-Wohnen Berlin) and/or City-Wohnen Immobilien und Beratung Hamburg (City-Wohnen Hamburg) depending on whether the registration form has been completed with City-Wohnen Berlin and/or City-Wohnen Hamburg
3. Rules regarding fees: the rules of the respective agency with whom a contract has been signed. (see also 1.g)

1. Commissioning

- a. As a housing provider you commission City-Wohnen with mediating your housing for the purpose of rental.
- b. City-Wohnen is entitled to market your offer in the best possible manner as customary for the industry and to enable contact to be established with suitable interested parties.
- c. Accordingly City-Wohnen is entitled to publish the description of the property incl. street name (without house number), available photo material, floor plans, etc.
- d. All advertisements of City-Wohnen are published anonymously.
- e. Only customers registered with City-Wohnen shall receive your contact data for the purpose of contacting you.
- f. You must inform City-Wohnen in writing if it is not permitted to publish individual data.
- g. The mediation is free of charge for you insofar as not otherwise agreed.

2. Own advertisements and exclusivity

For the duration of the commissioning of City-Wohnen you undertake not to place any own advertisements in the Internet portals Immobilienscout 24 and Immowelt. Exclusive providers shall be given preference in the mediation.

3. Information obligations

You undertake to inform us immediately:

- a. as soon as your property has been let. Decisive is the time of the agreement, not the form. A verbal agreement between the tenant and the landlord is also binding and is deemed a tenancy agreement. You undertake to name the tenant and/ or user, irrespective of whether the property was mediated by City-Wohnen or concluded otherwise. City-Wohnen is entitled to receive a copy of the tenancy agreement insofar as the mediation is concluded through City-Wohnen,
 - b. as soon as important property data are changed (as well as rent, period of time, equipment, criteria),
 - c. as soon as your contact data changes (phone, e-mail, contacts, etc.),
 - d. if you no longer wish to let the property,
 - e. if you will not be on site for a longer period of time and no viewings can take place,
 - f. in case of further, not mentioned circumstances, which prevent successful mediation.
- This information obligation also affects the persons whom you have commissioned, if applicable, to represent your interests. Please ensure that your representative is aware of this information obligation. City-Wohnen shall be entitled to compensation should City-Wohnen suffer, as proven, damages through the non-satisfaction of these information obligations.

4. Entitlement to let and official registration

You hereby assure City-Wohnen that you are entitled to let or sub-let and if applicable have informed the owner and/or the responsible administrative authority. City-Wohnen shall not be liable for any damages incurred from illicit sub-letting (BGB § 540 and § 553). It must be possible to officially register the tenant.

5. Data protection of the interested parties

You must treat all data of the interested parties, entrusted to you with regard to the mediation, as strictly confidential.

6. Enquiries from interested parties for further persons or periods of time

City-Wohnen is to be informed immediately of any enquiries from interested parties mediated by City-Wohnen for further persons or other periods of time. A rental which is concluded in this manner is deemed as mediation by City-Wohnen.

7. Termination or ending of the commissioning

a. Your order is unlimited. However, you can terminate the commissioning in writing at all times (e-mail, fax or letter). The obligations from Point 3a, Point 5 and Point 6 remain unaffected thereby.

b. City-Wohnen is to be informed immediately of an intention to extend, or of an extension option in the rental agreement as the case may be, latest one month before the end of the original rental period. The rented object can once again be brokered and advertised by City-Wohnen as soon as this time period has elapsed. Failure to meet this deadline can result in compensation claims from City-Wohnen.

8. Limitation to liability

a. City-Wohnen is not a contractual partner in the tenancy agreement and as housing agent assumes no responsibility for damages to the rented object and/or for damages incurred through the rental or in case of breach of contract of the tenant.

b. Neither can City-Wohnen assume any liability for false information given by the interested party despite showing all care and attention.

c. City-Wohnen shall not be held liable for brokerages that fall through.

d. Claims for damages against the City-Wohnen are excluded unless they are founded on malice aforethought or gross negligence or, in the case of injury to life, limb or health, active negligence or strict liability. The limitation period for asserting a claim for damages is one year. The start of the limitation period is determined by the statutory regulations.

e. City-Wohnen assumes that all information submitted and released in brokerage activities is correct and administers their databank with the utmost care. City-Wohnen can however not accept responsibility for the accuracy of the information. Data changes can take place at any time, including changes in price.

9. Place of jurisdiction

a. Place of jurisdiction for offers with City-Wohnen Berlin is Berlin.

b. Place of jurisdiction for offers with City-Wohnen Hamburg is Hamburg.

As of 21.07.2008