

Contract

City – Wohnen Immobilien und Beratung GmbH
formerly City Mitwohnzentrale GmbH

Customer-No.

Linienstraße 111
10115 Berlin

Tel: 030 / 19 430
Fax: 030 / 216 94 01

berlin@city-wohnen.de
www.city-wohnen.de

Client (name, first name, company)

Permanent residence

Telephone private

telephone at work

Fax

mobile phone

e-Mail

Passport-No.

issued in/date

date and place of birth

Other tenants

Requested accommodation (apartment or house?)

how many rooms min.?

Max. rent (warm incl. electricity etc.)

requested districts

Additional wishes

smoker/nonsmoker

Period of rent: from

until

min. months

Please let us know, where you found our adress / phone number

The client accepts per signature the enclosed general terms of contract of the City - Wohnen Immobilien und Beratung GmbH.

X

Place, date, signature

Direct debit authorization:

Having successfully found accommodation through the City - Wohnen Immobilien und Beratung GmbH, I hereby authorize, until revoked, the above agency to debit the relevant commission fee from the following german bank account. If you do not have a german bank account, please provide your credit card details.

Account holder (when not identical with client name above)

German Bank, Bank ID Number, Account Number *or* Credit Card Company, Credit Card Number valid to (MM/YY)
(We accept Visa, Mastercard, JCB and American Express)

X

Place, date, signature

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

Definitions

1. General Business Terms for Searchers = City-Wohnens General Business terms for the person searching for a living space.
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. City-Wohnen Berlin = City-Wohnen Immobilien und Beratung GmbH Berlin
4. City-Wohnen Hamburg = City-Wohnen Immobilien und Beratung Hamburg
5. Commission, charges, or brokerage fees as the case may be: are drawn from the rules of the respective agency with whom a contract has been signed.

1. Commissioning

- a. As a person seeking housing you commission City-Wohnen Immobilien und Beratung GmbH Berlin (City-Wohnen Berlin) with the mediation of housing
- b. City-Wohnen Berlin shall send you offers which suit your search profile and enable you to establish contact with the providers of housing.
- c. Commission will be due and payable to City-Wohnen if housing is handed over to you based on proof provided by City-Wohnen - albeit by verbal or written agreement with the housing provider.
- d. 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 in the rental or in case of breach of contract of the rental parties.

2. Commission

a. Amount of commission

The maximum commission is to be paid in case of a successful mediation. However, the commission - depending on the period of time stated in the tenancy agreement - is adjusted in the form of an instalment payment. The Berliner commission table is applicable for contracts with City-Wohnen Berlin and the Hamburg commission table is applicable for contracts with City-Wohnen Hamburg. The total claim is always upheld and is asserted in case the period is extended. The monthly rent is the rent agreed between the landlord and the tenant including the ancillary costs (flat rate rent). If the ancillary costs are to be settled separately in case of an unlimited tenancy agreement with not merely a temporary use of the rented premises then the agreed rent without these ancillary costs shall be decisive.

Commission: Berlin

Commission: Hamburg

Should a property be offered for sale to you, you also undertake to pay commission to City-Wohnen earned and due with the conclusion of a contract. The Berliner commission rate is applicable for contracts with City-Wohnen Berlin and the Hamburg commission rate is applicable for contracts with City-Wohnen Hamburg. The entitlement to commission shall also exist upon conclusion of a financially equivalent business transaction associated with the offer.

b. Due date

The commission is due and payable directly after the hand-over agreement - albeit verbally or in writing - irrespective of the date when the housing is occupied.

c. Extension of the rental agreement

In the event of an extension City-Wohnen shall invoice you a further instalment payment, depending on the duration of rental. The already charged commission is credited in full.

d. Reduction of the term of lease and termination

A reduction of the term of lease or the premature termination of the tenancy is not taken into consideration for determining the commission.

e. Commission is also to be paid if another property than that offered by City-Wohnen is offered to you for rental by a provider and this is actually rented. This shall also apply if a provider is not the owner of the property or proposes further offers in the name of third parties

3. Information obligations

a. Hand-over agreement

You undertake to inform City-Wohnen immediately about the conclusion and details of a tenancy agreement and send a copy of the contract upon request.

b. Intention to extend

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.

c. Notification obligation

If you are already aware of an offer you must report this immediately, no later however than on the next workday after receipt, by stating the source. Otherwise City-Wohnen shall claim an entitlement to the full commission upon conclusion of a tenancy agreement.

4. Non-disclosure agreement

You must obtain the prior written consent of City-Wohnen before forwarding any and all information provided by City-Wohnen - in particular the offers and personal details of the providers - to third parties. Otherwise you shall be liable - irrespective of a further claim for damages - in full for the commission in the event of the conclusion of a contract by third parties.

5. Cancellation of the mediation order

If you terminate the mediation order you thus declare that the offers you received did not lead to any provision of housing and that neither you nor any other persons, who were informed of the offers by you, will make any further use of the provided addresses in the future.

6. Liability exclusion

a. Permission to sublet

City-Wohnen assumes no guarantee for the existence of sub-tenancy permits or other necessary permits. However, City-Wohnen shall have the providers confirm in writing that sub-tenancy is permitted and an official registration is possible.

b. Brokerages that fall through

A liability of City-Wohnen for the case of unsuccessful mediation is expressly excluded.

c. Compensation

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.

d. Correctness and changes from data

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 not however accept responsibility for the accuracy of the information. Details regarding the objects offered, on the webpages of City-Wohnen, in exposés, brochures, descriptions, etc. are based upon the information provided to City-Wohnen by the property providers. It is not possible for City-Wohnen to check this information in its entirety. Data changes, including changes in price, can take place at any time.

7. Other provisions

Should one of the provisions of this contract be or become legally invalid either in whole or in part, this shall have no effect on the validity of the other provisions. In this case the contract shall be executed according to its sense and purpose.

8. Place of jurisdiction

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

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

As of 10.09.07

Commission Berlin (see point 2) - The commission is calculated as follows:

up to 1 month: 25%	+ 19% VAT	= 29,75% of a monthly rent
up to 2 months: 45%	+ 19% VAT	= 53,55% of a monthly rent
up to 3 months: 65%	+ 19% VAT	= 77,35% of a monthly rent
up to 4 months: 85%	+ 19% VAT	= 101,15% of a monthly rent
up to 5 months: 105%	+ 19% VAT	= 124,95% of a monthly rent
up to 6 months: 125%	+ 19% VAT	= 148,75% of a monthly rent
up to 7 months: 145%	+ 19% VAT	= 172,55% of a monthly rent
8 months or longer: 165%	+ 19% VAT	= 196,35% of a monthly rent

Commission upon purchase: 6% plus the statutory VAT (at present: 19%) = 7,14% of the purchase price.

As of 10.09.07