

Tenancy Agreement for a Furnished Flat for Temporary Use

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Between

**Nassauische Heimstätte Wohnungs- und Entwicklungsgesellschaft mbH
Schaumainkai 47, 60596 Frankfurt am Main**

- hereinafter referred to as the „Landlord“ -

and

the tenant named in the tenancy offer

- hereinafter referred to as the „Tenant“ -

the following Tenancy Agreement has been concluded.

Preamble

This Tenancy Agreement applies exclusively to the renting of residential property for temporary use. In such tenancies, the legislator restricts key protective provisions of residential tenancy law in accordance with Section 549(2) of the German Civil Code (Bürgerliches Gesetzbuch — BGB) because the flat rented out for temporary use is not the Tenant's main place of residence, so the same level of protection that is provided in normal residential tenancies is not required. The regulations concerning the amount of rent at the start of the tenancy in areas with a tense housing market (Sections 556d to 556g), rent increases (Sections 557 to 561) and tenant protection on termination of the tenancy and when residential property is created (Section 568(2), Sections 573, 573a, 573d(1), Sections 574 to 575, 575a(1) and Sections 577, 577a) do not apply to these tenancies. Accordingly, the Landlord does not require cause for ordinary termination and must only observe the contractual notice periods, not the statutory notice periods.

Section 1 Formation of the Agreement

I. Conclusion of the Agreement

1. The Tenant has submitted a request to the Landlord via a form on the Landlord's website to rent the furnished flat specified in Section 2.
2. The Landlord has sent the Tenant via email an offer to conclude a tenancy agreement in response to this request. This Tenancy Agreement and the house rules are included with the offer. The Tenant's request is summarised again in the offer. In particular, the offer includes the start of the tenancy, the category of flat to be rented, and the rent. The Landlord's offer to conclude a tenancy agreement, which the Tenant receives via email, is hereinafter referred to as the „Tenancy Offer“. The Tenancy Offer forms an integral part of this Agreement and is appended to the Agreement as Annex 1.
3. If the Tenant is a consumer and has not viewed the flat prior to concluding the Agreement, the Tenant has a 14-day cancellation right. The cancellation policy is also included with the Tenancy Offer.
4. The Tenant has accepted the Landlord's offer by clicking on the acceptance link included in the Tenancy Offer. Upon acceptance of the Tenancy Offer, the Agreement provisionally takes effect until the cancellation period expires.
5. The Tenant has not cancelled the Tenancy Agreement, so this Agreement became binding 14 days after the Tenant accepted the Tenancy Offer.
6. The Tenant shall transfer to the Landlord the amount listed in the Tenancy Offer (pro-rata deposit and rent for the pro-rata or full first month of the tenancy) within one week following the end of the cancellation period. If the Tenant has provided credit card details to the Landlord for

payment, the Landlord shall charge the amount specified in the Tenancy Offer to the credit card once the cancellation period has ended. If this credit card payment is declined or if the Tenant is in default with payment, the Landlord is entitled, after issuing a reminder and setting a deadline that passes without payment being made, to withdraw from the Agreement.

7. The Landlord's and Tenant's signatures are unnecessary because the written form is not required for the conclusion of the Tenancy Agreement.
8. The rental property is rented by the Tenant for the Tenant's personal use. If the Tenant rents the rental property for use by a third party (user), the third party and the Tenant shall be jointly and severally liable for any claims asserted by the Landlord. The Tenant shall receive with the Tenancy Offer a declaration of liability that must be signed by the user. The declaration of liability must be signed by the third party and submitted to the Landlord by the start of the tenancy at the latest. If the declaration of liability is not submitted to the Landlord despite a reminder being issued and a deadline being set, the Landlord may terminate the Tenancy Agreement without notice.

II. Right of withdrawal in the case of late handover of the flat

1. The Tenant understands that the rental property is still rented out at the time of concluding this Tenancy Agreement and that the Landlord has only limited influence over whether the previous tenant vacates the rental property on time.
2. If the Landlord is unable to hand over the flat on time because the previous tenant does not vacate it in a timely manner, the Landlord is entitled to assign the Tenant to a different flat until the situation has been resolved. The Landlord shall notify the Tenant accordingly without delay. If the assigned flat is in a different category to the category that was booked, the Landlord shall reimburse the Tenant for the difference between the two categories. The Tenant will not be required to pay the difference if assigned to a flat in a higher-priced category. If the Landlord is unable to temporarily provide a different flat to the Tenant, the Landlord has the right to withdraw from the Agreement. The same applies accordingly in the event that the Landlord is unable to hand over the rental property at the agreed start of the tenancy for reasons of force majeure.
3. The right of withdrawal may be exercised by either party two weeks prior to the agreed start of the tenancy at the earliest. In the case of the withdrawal of the Landlord, the Tenant will be refunded any payments already made without undue delay.
4. If the right of withdrawal is exercised in accordance with the period defined in Section 1 II. No. 3, the Tenant is entitled to claim compensation for any additional costs incurred in renting a comparable replacement flat. The additional costs are calculated as the difference between the agreed rent and the rent payable for the replacement flat. The flats must be similar in terms of size and fixtures and fittings. Additional services provided in connection with the replacement flat are to be deducted. The Tenant's claim is limited in terms of amount to a monthly rent consistent with this Agreement. The Tenant is required to provide proof that the replacement flat is comparable. The Tenant must further provide proof of the rent paid for the replacement flat. Any further claims for compensation on the part of the Tenant are excluded.

Section 2 Rental Property

1. The Landlord shall rent to the Tenant the flat specified in the Landlord's confirmation by flat number and location in the building at Goldsteinstraße 130 (Cubus 130), 60528 Frankfurt, Germany.
2. The flat is furnished and the fixtures and fittings are as defined in the description and inventory, which are attached to the Agreement as Annex 2. The flat and the inventory are hereinafter referred to as the „Rental Property“.
3. A room containing washing machines and tumble dryers is available for shared use with the other tenants for a separate fee. There is also a waste disposal area outside.

Section 3 Purpose of the tenancy; use of the Rental Property

1. The Rental Property is rented exclusively for temporary use in accordance with Section 549(2) (1) BGB. The Tenant hereby expressly confirms that the Rental Property will not be his/her main place of residence and is not intended to be established as such. The Tenant provided the reasons for renting the Rental Property for temporary use in his/her request.
2. The flat is rented for residential purposes. Any other use requires the Landlord's express written consent.
3. The Tenant shall treat all items and appliances provided in the Rental Property with due care in accordance with the relevant operating and maintenance instructions. The instructions for all appliances, fixtures and fittings are available on the website www.cubus130.de.
4. The Tenant is not permitted to remove any inventory items from the flat.
5. The flat is rented for use by one person. The Landlord's express written consent is required for any additional persons to live in the flat. If an additional person is living in the flat, the monthly rent will increase.
6. The subletting of the flat or the transfer of use of the flat to third parties is permitted only with the Landlord's prior written consent. This consent may be refused until the Tenant provides proof of his/her legitimate interest in said subletting or transfer of use. The subtenant/third party must sign a declaration of liability. Section 1 I. No. 8 applies accordingly. Consent may also be refused if the Landlord cannot reasonably be expected to accept the transfer of use for reasons relating to the third party concerned or for other reasons.
7. Animals are not allowed to be kept in the flat, unless the Landlord provides written consent to the keeping of animals in response to a reasoned written request. The keeping of animals is then permitted if the Tenant is demonstrably unable to find a foster home or other place of care for his/her animal and is therefore reliant on being able to take the animal with him/her. The consent may be revoked at any time for good cause.
8. Smoking is prohibited inside the flat. If the Tenant nevertheless smokes in the flat in violation of this provision, separate final cleaning costs will be charged.
9. The Tenant is entitled to decorate the flat according to his/her taste, as long as the decoration can be removed again without leaving any residue. The Tenant is not permitted to insert nails, drill holes (wall plugs) or paint the walls. Structural changes, in particular installations and alterations, are prohibited.
10. The Landlord's consent is required to set up electrical appliances with a power rating of over 2500 W, as energy consumption is included in the rent as a flat rate.
11. The Tenant is advised that during the heating period (1 October to 30 April), the heating is lowered to 18°C between 11 p.m. and 6 a.m.

Section 4 Handover and fixtures and fittings in the Rental Property

1. The Tenant may move into the flat from midnight on the first day of the tenancy.
2. The flat is not handed over in person. The handover is completed by means of a self check-in process, which is explained on the website. The details of the check-in process are provided separately by email or messenger prior to the start of the tenancy.
3. The Rental Property is handed over to the Tenant in an orderly state that is suitable for the purpose of the tenancy. The Tenant can view the energy certificate for the building on the Landlord's website.
4. The Rental Property may show signs of wear that have been sustained through contractual use of the Rental Property by previous tenants. The handover of the Rental Property may not be refused on account of such signs of wear or minor defects.

5. The inventory that is included in and rented with the Rental Property is listed in the property description; see Annex 2. The fixtures and fittings listed are in an orderly and functional state. The Tenant shall check that the inventory listed in the property description is complete and in proper working order immediately upon moving into the flat. The Landlord must be notified of any defects identified without delay. If no defects are reported, it is concluded that the Rental Property is in an orderly state and that the appliances are fully functional at the time of handover. The inventory that is included in and rented with the Rental Property is listed in the property description; see Annex 2. The fixtures and fittings listed are in an orderly and functional state. The Tenant shall check that the inventory listed in the property description is complete and in proper working order immediately upon moving into the flat. The Landlord must be notified of any defects identified without delay. If no defects are reported, it is concluded that the Rental Property is in an orderly state and that the appliances are fully functional at the time of handover.

Section 5 Rental term

1. The tenancy commences on the date specified in the Tenancy Offer.
2. The tenancy is concluded for an indefinite period.
3. The minimum rental term is three full calendar months, unless a shorter rental term has been agreed in an individual contract.
4. If the tenancy commences partway through a month, the minimum rental term will be calculated from the month following the month in which the tenancy commences. Unless agreed otherwise, the tenancy always ends at the end of a month.

Section 6 Rent, ancillary costs

1. The monthly rent due is determined by the category of the flat rented as selected by the Tenant. The category of flat and the rent payable for it are listed in the Tenancy Offer.
2. The rent includes all ancillary costs in accordance with Section 2 of the German Ordinance on Operating Costs (Betriebskostenverordnung), heating and hot water costs, electricity costs, water consumption and use of the Internet. The final cleaning costs are charged separately. The Tenant is responsible for paying the TV and radio licence fees (GEZ). It is the Tenant's responsibility to check whether he/she is required to pay the TV and radio licence fees or whether an exception applies to second homes.
3. If an additional person is living in the flat, the rent will increase by EUR 10.00 per day for the duration of the stay.
4. The rent is payable on a monthly basis in advance and must be paid into the Landlord's bank account free of charge by the third working day of each month. The rent is collected by the Landlord on the first day of the month on the basis of a SEPA direct debit mandate issued.
5. The rent for the first month or the pro-rata month in which the Tenant moves in calculated by the number of days, as well as the pro-rata deposit, is due in accordance with Section 1 I. No. 6 and is payable within one week following the end of the cancellation period. If the pro-rata monthly rent is for less than ten days, the rent for the following month must also be paid. This will be indicated in the Tenancy Offer and the amount payable adjusted accordingly. The first payment is made by means of transfer by the Tenant or by debiting the Tenant's credit card. All future rent payments and, where applicable, portions of the deposit are collected on the third working day of each month on the basis of the SEPA direct debit mandate issued.
6. If a SEPA direct debit mandate is returned by the bank, the Tenant shall pay the outstanding amount within five working days following notification by the Landlord. The Landlord is not required to collect the amount again or charge the credit card. In addition to the statutory default interest, the Landlord is entitled to charge EUR 15.00 for the notification and each subsequent written reminder, unless the Tenant provides proof that substantially lower costs were incurred.
7. During the term of the Agreement, the rent may only be increased by mutual agreement with the Tenant.

8. Signs of wear and minor defects do not justify a reduction in rent, provided that the suitability of the Rental Property for the contractual use is not significantly impaired.
9. When renting out a flat for temporary use, charging hot water and heating costs on a usage-dependent basis based on intermediate readings involves significant costs due to the frequent change in users and makes renting flats in this way excessively difficult. The Tenant hereby expressly agrees to the inclusion of heating and hot water costs in the rent and waives the right to consumption-based billing, as carrying out intermediate readings and the pro-rata settlement of heating and hot water costs is unreasonable for financial reasons on account of the costs involved for the Tenant. This contractual agreement, which is in deviation from the German Heating Costs Ordinance (Heizkostenverordnung), takes precedence over Section 2 of the Heating Costs Ordinance in accordance with Section 9b(4) of this Ordinance. All heating and hot water costs are settled by the rent.

Section 7 Deposit/security

1. The Landlord waives the right to the payment of a deposit of three months' rent. As the flat is rented for temporary use, the Tenant shall pay the Landlord a cash bond in the amount of two months' rent. The Tenant is entitled to pay the deposit in three equal monthly instalments; Section 551(2)(1) BGB. The deposit is invested in accordance with Section 551(3) BGB.
2. The deposit is settled following the end of the tenancy—usually within three months—and the credit resulting from this settlement process is paid to the Tenant. The Landlord is entitled to offset any claims to which it is entitled under the Tenancy Agreement with the deposit.
3. If the amount of a claim to which the Landlord is entitled has not yet been determined at the time of settling the deposit, the Landlord may withhold an amount equivalent to the expected amount of the claim and return the rest of the deposit.
4. Rent payments due cannot be offset against the deposit.

Section 8 Termination of the tenancy

1. The Tenancy Agreement may be terminated ordinarily at any time without providing a reason, but no earlier than at the end of the third calendar month following the start of the tenancy.
2. Notice of termination must be provided no later than on the third working day of a calendar month for the end of the following month.
3. Termination without notice is governed by the statutory regulations. If the Tenant is in default with payment of the deposit and/or the rent by more than EUR 500.00, the Landlord is entitled to terminate the Tenancy Agreement without notice.
4. If the Tenant does not fulfil his/her obligation to take out and provide proof of liability insurance and contents insurance (Section 12 No. 2), the Landlord may terminate the Tenancy Agreement without notice after issuing a reminder and setting a deadline without success.
5. The written form is required by law for notice of termination. The notice of termination must be signed. Notification by email or fax does not constitute effective notice of termination.
6. If the Tenant provides incorrect personal information and/or incorrect information about the purpose of the tenancy, the Landlord is entitled to terminate the Tenancy Agreement without notice. If the Tenant transfers use of the flat to a third party without consent or uses the flat contrary to the Agreement for commercial or other purposes not related to residential use, the Landlord is entitled to terminate the Tenancy Agreement without notice and without issuing prior warning in accordance with Section 543(3)(2)(2) BGB.
7. If the Tenant continues to use the Rental Property after the end of the rental term or any period granted to vacate, this will not cause the tenancy to be extended. Section 545 BGB does not apply.

Section 9 Maintenance, duty to report defects

1. The Tenant is not required to perform cosmetic repairs.
2. The Tenant undertakes to use the flat, fixtures and fittings, including all appliances, properly and with due care. This includes using suitable cleaning agents, using technical appliances in accordance with the operating instructions and ensuring that the flat is adequately ventilated and heated. When using the kitchen, the Tenant shall ensure that the Rental Property does not sustain any long-term damage, e.g. due to steam, odours or similar. Household waste must be separated in accordance with the house rules. If absent for a weekend or longer, the Tenant shall properly dispose of all rubbish prior to leaving the Rental Property.
3. The Tenant's liability also includes any and all damage culpably caused by persons who come into contact with the Rental Property with the Tenant's consent.
4. The Tenant shall notify the Landlord of any damage to or defects in the Rental Property, including the fixtures and fittings, without delay. The Tenant is also liable for any further damage that occurs as a result of the Tenant culpably failing to comply with his/her duty to take care and to notify.
5. The Tenant's liability includes replacement and/or repair costs and the procurement of replacements for missing inventory items.

Section 10 Exclusion of withdrawal from the contract, early return

1. Once the cancellation period has passed, the Tenant is bound by the Tenancy Agreement and must adhere to this Agreement. The 14-day cancellation period gives the Tenant the option of withdrawing from the Agreement without providing a reason. After this period, it is no longer possible to withdraw from the Agreement (cancel). The Tenant is then obligated to pay the rent until the Agreement ends or, in the case of termination, until the end of the notice period.
2. Returning the Rental Property early does not release the Tenant from the obligation to continue paying the rent until the end of the tenancy.
3. If the Landlord is able to re-let the rented flat in the category booked, the Landlord shall extend an offer to the Tenant to cancel the Tenancy Agreement.

Section 11 Returning the Rental Property, final cleaning, rectification of defects

1. At the end of the rental term, the Tenant shall vacate and return the Rental Property on the last day of the tenancy. The Rental Property is not handed over in person. The Tenant shall leave the key card/transponder and the letter box key in the flat, close all windows and doors, pull the flat door shut and make sure that the flat is properly closed and locked. If the letter box key is not returned, the Landlord is entitled to have the letter box lock replaced at the Tenant's expense and to deduct the resulting costs from the deposit.
 1. The Landlord shall keep any items left behind by the Tenant for one week and shall notify the Tenant accordingly. If the Tenant does not respond to the notification and/or does not collect the items held by the Landlord, the Landlord is entitled to dispose of these items at the Tenant's expense. The Tenant shall pay a flat-rate amount of EUR 150.00 for the storage of these items and the associated expense. The Landlord is entitled to deduct this amount from the deposit.
2. The Rental Property (flat and inventory) must be returned in the same condition in which it was accepted. This excludes wear and tear sustained through proper use in accordance with the Agreement. The Tenant shall vacate the flat and return it in a clean and tidy condition. The Tenant is not obligated to clean the flat.
3. If, contrary to the provisions of this Agreement, the Tenant has made structural changes to the flat, laid carpets or painted walls in the flat, the Tenant shall return the flat to its original

condition. The same applies to remedying any holes created by inserting nails or drilling holes in the walls. If such measures delay the re-letting of the flat, the Tenant shall pay compensation.

4. To ensure the handover standard and the hygiene of the flat rented for temporary use, the parties to the Tenancy Agreement agree that the Landlord is entitled to arrange for professional final cleaning and disinfection to be carried out by an external company. The Tenant expressly agrees not to perform this work himself/herself. The final cleaning costs depend on the type of flat and are calculated on a flat-rate basis based on the square meters. If higher costs are incurred due to the level of uncleanliness and these costs are no longer covered by the flat-rate amount, the Landlord is entitled to charge the specific costs incurred. The Landlord is entitled to deduct the amount from the deposit. The Tenant is entitled to prove, by providing a quote, that a company selected by the Tenant could have completed the final cleaning to the Landlord's specified standard for a lower price.
5. If the Tenant has smoked in the flat in violation of the smoking ban, the Tenant shall pay the costs for removing any unpleasant odours and rectifying any discolouration based on the amount incurred, however at least in the amount of EUR 200.00. The Landlord is entitled to deduct the amount from the deposit.
6. The Tenant shall bear the costs of rectifying any defects and damage, in particular for the rectification of any stains, scratches and other visual or technical damage that goes beyond wear and tear sustained through proper use of the Rental Property in accordance with the Agreement.

Section 12 Liability, compensation, set-off

1. Unless already stipulated in the Agreement, the Tenant is liable for any and all damage caused by a violation of contractual obligations. If the Landlord has the right to withdraw under this Agreement, the Landlord may, in addition to withdrawing, claim compensation in accordance with Section 325 BGB.
2. To cover any damage, the Tenant shall take out adequate liability insurance and contents insurance and provide proof of these insurance policies to the Landlord within two weeks following the conclusion of the Tenancy Agreement. The Landlord may provide the details of an appropriate insurance policy to the Tenant at the Tenant's written request.
3. Strict liability for compensation on the part of the Landlord for initial material defects that exist at the time of concluding the Agreement (Section 536a(1) Alternative 1 BGB) is excluded.
4. The Landlord is liable in the event of gross negligence and wilful intent. Further liability is excluded unless stipulated otherwise in this Agreement. This also applies to fault on the part of the Landlord's representatives and vicarious agents. The exclusion of liability does not apply in the case of loss of life, bodily injury or damage to health or in the case of the violation of material contractual obligations.
5. If the Tenant culpably fails to fulfil his/her obligation to return the Rental Property to the Landlord, the Tenant shall pay compensation for use to the Landlord in accordance with Section 546a(1) BGB in the amount of the agreed rent until the Rental Property is returned/vacated.
6. The Tenant is hereby expressly advised that, after the tenancy ends, the flat is then rented out to a new tenant. If the Landlord is unable to make the flat available to the new tenant as agreed on account of the flat not being vacated on time, the Tenant shall pay compensation to the Landlord for the losses incurred as a result; Sections 546a(2), 571 BGB. The Landlord shall, by way of compensation, pass on to the Tenant who has not vacated the flat on time all costs that the Landlord itself is required to pay as compensation within the context of the subsequent tenancy to the new tenant who is unable to move into the flat. This also applies to any costs that the Landlord incurs in relation to alternative accommodation for the new tenant.
7. The Tenant may offset a claim against a claim based on Sections 536a, 539 BGB or arising from unjust enrichment due to too much rent being paid, or exercise a right of retention on account of such a claim, if the Tenant notifies the Landlord of his/her intention to do so at least one month prior to the rent being due in text form or in writing. The Tenant may only offset a claim against other claims if said claims are undisputed, legally established or ready for a decision. The Tenant may offset against claims pursuant to Sections 536, 812 BGB without limitation.

Section 13 Internet

1. The Landlord shall provide access to the Internet as a voluntary service offer. Access to the Internet is therefore not a binding part of the Tenancy Agreement and may be terminated, either completely or temporarily, by the Landlord at any time without providing the reasons for doing so. To the extent that it is reasonably possible, the Landlord shall provide advance notice of any termination of Internet access by email, by posting a notice or by other means.
2. Internet access is provided wirelessly via a WLAN (wireless local area network). No guarantees are provided with regard to a particular transfer rate (upload/download).
3. When using the Internet, the Tenant shall comply with the applicable law and child protection legislation and shall not access or distribute any immoral or illegal content, illegally duplicate, distribute or make accessible any copyright-protected property, send or distribute any harassing, defamatory, threatening or otherwise illegal content, or use the Internet access to send mass or chain emails (spam) and/or other forms of impermissible advertising, and shall furthermore refrain from any action that could expose the Tenant and/or the Landlord/provider to third-party liability claims.

Section 14 Inspections of the Rental Property by the Landlord

The Landlord may, in justified cases, inspect the Rental Property at an appropriate time with due notice. In the event of imminent danger, the Landlord is entitled to enter the Rental Property to determine and take the measures necessary to avert danger even in the Tenant's absence.

Section 15 Joint tenants

1. Joint tenants are jointly and severally liable for all obligations arising from the Tenancy Agreement.
2. A declaration of intent must be issued to all tenants. For the legally effective receipt of the declaration of intent, it is sufficient for said declaration to be issued to one of the tenants. This authority to take delivery, which also applies to the receipt of notices of termination, may be revoked if there is a legitimate interest in doing so.

Section 16 Data protection

The Landlord shall process and store the personal data that is required to process the contractual relationship electronically. The duration of storage following the end of the tenancy is determined by the statutory retention periods. The Landlord is entitled to pass on the Tenant's name and address to its vicarious agents, who for their part are required to comply with data protection regulations. Further information is available in the privacy policy, published at www.cubus130.de.

Tenancy requests that could not be accommodated are stored for three months and then deleted without replacement. If the Tenant/potential tenant wishes for his/her data to be included in the Landlord's mailing list, this data will be stored until the Tenant/potential tenant withdraws his/her consent. If no further tenancy is entered into within three years following the storage of the data, the data will be deleted — unless statutory retention periods apply.

Section 17 Dispute resolution

Notice in accordance with Section 36 of the German Act on Alternative Dispute Resolution in Consumer Matters (Verbraucherstreitbeilegungsgesetz):

The competent consumer arbitration body is the arbitration centre Zentrum für Schlichtung e.V., Straßburger Straße 8, 77694 Kehl am Rhein, Germany, www.verbraucher-schlichter.de. The Landlord is neither willing nor obligated to participate in dispute settlement proceedings before a consumer arbitration body.

Section 18 House rules

To ensure a pleasant shared living environment, residents are required to show mutual consideration. The relevant details are set out in the house rules, which are appended to this Agreement. The house rules form an integral part of the Tenancy Agreement.

Section 19 Cancellation policy

The Tenant has been made aware of his/her cancellation right and has acknowledged and signed the cancellation policy. The cancellation policy is included in the Annex to this Agreement.

Integral parts of this Tenancy Agreement

Annex 1	Tenancy Offer in accordance with Section 1 I. No. 2
Annex 2	Flat Description and Inventory
Annex 3	House Rules
Annex 4	Cancellation Policy