

General terms and conditions of contract of

Baugesellschaft Gotha mbH

No. 1 - Provision of the leased property

The rented premises together with accessories and other facilities intended for the general use of the tenants are rented to the tenant in accordance with the respective provisions of the house rules or the rules of use. The courtyard and green areas are not rented out; they may be redesigned or used for another purpose by the landlord at any time or used for a different purpose at any time.

No. 2 - Use of the leased property

(1) Landlord and Tenant undertake to maintain domestic peace and to show mutual consideration.

(2) For the maintenance of order in the house and for the use of the communal facilities the house rules attached to the tenancy agreement shall apply (supplemented, if necessary, by special rules of use). They may only be changed by the Landlord if urgent reasons of order or management so require; these reasons must be communicated to the tenant at the same time as the new house with the new house or usage regulations. The provisions of the house and usage regulations may be used to provisions of the lease contract including the "General Contractual Provisions" and the "Apartment Description and Handover Negotiation" cannot be changed.

(3) The Tenant may use the leased property only for the purposes specified in the contract.

(4) In consideration of the interests of the Landlord, the Tenants as a whole and in the interest of and in the interest of the proper management of the house and the apartment the tenant's prior written consent of the landlord, if he

1. the use of the leased property or a part thereof in return for payment or free of charge third parties, unless it is a gratuitous admission of reasonable duration (visit, accommodation, etc.). of reasonable duration (visit, usually max. 6 weeks).

2. use the rented property or a part thereof for purposes other than residential use; or wants to use it for other than residential purposes.

3. a sign (with the exception of customary nameplates at the designated places), an inscription, or an object in common areas, in the or on the house or on the property.

4. Conditions to keep an animal.

Only small animals (e.g., small rodents, small birds, fish) may be kept in the living quarters in a manner appropriate to their species (small aquariums, small terrariums, cages, etc.) and as long as the number of animals remains within the usual limits and as far as the nature of the animals and their accommodation is such as to nuisance to residents and neighbors as well as impairment of the rented of the rented property and the land are not to be expected. For keeping dogs, cats, snakes, reptiles, lizards, arachnids and exotic animals always requires the written consent of the landlord. is required. For these animals, a certificate of origin and a veterinary certificate, for dogs it is also mandatory to have a liability insurance. For dogs there must be a liability insurance. Dogs must be provided with a chip. In addition, the tax certificate of the municipality must be presented. The landlord is entitled to demand proof. Dogs must be leashed in the building (staircase, basement, common areas) and on the property must be leashed. All dogs considered dangerous breeds must wear a muzzle outside the apartment. wear a muzzle. Permits are generally issued for a limited

period of time and are subject to the requirements of the building / property building / property given conditions. Pollution caused by animals in the residential building and on the property must be removed thoroughly and completely by the owner immediately (see house rules).

5. intends to carry out structural measures in or on the rented property. This also includes the installation of large aquariums and terrariums, because here it may be necessary to take into consideration special static. Proof of separate liability insurance must be provided.

(5) The landlord may refuse consent to the keeping of animals, if nuisance and neighbors as well as impairments of the rental property and the property are to be expected.

(6) All accommodation units shall be equipped with cable reception for radio and TV. The tenant and subtenants are therefore prohibited from using outdoor areas that are part of the (e.g. balconies, terraces, bay windows, the facade in general, if applicable, green areas) themselves to install or set up further reception equipment or to install them or have them installed. This also applies to mobile satellite reception devices and those used for a limited period of time. In particular, the aesthetics of facade shall be preserved. There shall be no entitlement to the provision or approval of further reception equipment or to permit further reception equipment. This applies in particular to satellite dishes.

(7) The Tenant shall be entitled to install household machines (e.g. washing machines, dishwashers, condensers, etc.) in the rented rooms. dishwashers, condensation dryers, heat pump dryers), if and to the extent that the capacity of the existing installations is sufficient and nuisances and neighbors as well as impairments of the rented property and the land are not and the property are not to be expected.

(8) The landlord may revoke consent, prohibit the keeping of animals permitted without consent under subsection (4) No. 4 without consent under subsection 4 No. 4, and to require the removal of an antenna and a household machine installed in accordance with paragraph 7, if conditions are not complied with, if residents or neighbors are inconvenienced or if the or if the rented property or the land is impaired, in particular if public law standards are violated or due to obligations under public law conditions must be remedied and the cooperation of the tenant is required for this. is required.

(9) The Tenant shall be liable, irrespective of his own fault, for all damage caused by the special use of the leased property in accordance with the aforementioned provisions (see paragraphs 4 to 7) during the provision of the leased property by the tenant, even if the landlord has even if the landlord has agreed.

No. 3 - Rent

(1) If advance payments have been agreed in accordance with Section 2 (1) of the Lease Agreement, they shall be settled once a year. The settlement shall be made without delay as soon as the settlement documents are available to the Lessor. The Tenant shall be entitled to inspect the documents within a reasonable the documents during normal business hours at the premises of the lessor or of a person designated by the lessor. At the Lessor's premises or at offices designated by the Lessor. Any difference on the basis of the statement in favour of the landlord (the tenant) shall be made by the tenant (the landlord) within one month after receipt of the statement to the the landlord (the tenant).

(2) In the event that a tenant moves out during a billing period, the distribution shall be made at the next due billing in the ratio of the rental period to the billing period.

(3) Operating costs are the costs specified in the Operating Costs Ordinance as amended from time to time. applicable version. Accordingly, operating costs are the following costs, which the landlord incurs

on an ongoing basis for the building or the business entity, unless they are usually borne directly by the tenant outside the rent. directly by the tenant outside of the rent. In general, the apportionment standard is the m² of living space. Insurance and house cleaning are apportioned according to residential units. For heating and hot water with metering equipment is apportioned according to the living space and consumption in proportion according to the agreement on the basis of the Heating Costs Ordinance.

(4) In accordance with the applicable waste fee statutes, the costs may be apportioned be made according to persons. The tenant shall notify the landlord immediately of any changes in the to the landlord without delay. After the end of a billing period a retroactive change is no longer possible.

(5) Operating costs are:

1. the current public charges of the property. This includes in particular the property tax, but not the mortgage profit levy.

2. the costs of water supply This includes the costs of water consumption and meter rent, the costs of the operation of an in-house water supply system and a water treatment plant including the treatment materials.

3. costs

a) of the operation of the central heating system; This includes the cost of fuels and their delivery, the cost of operating electricity operating current, the costs of operating, monitoring and maintaining the system, the regular inspection of its operational readiness and operational safety including the adjustment by a specialist, the cleaning of the installation and the operating room, the costs of the use of heat meters or heat cost allocators and the costs of measurements of emissions; b) the operation of the central fuel supply system; This includes the costs of the fuels and their supply, the costs of the operating and the costs of monitoring, as well as the costs of cleaning the plant and the operating of the plant and the operating room;

or

c) the supply of district heating; this includes the cost of heat supply from a plant not belonging to the business entity belonging to the economic unit and the costs of operating the related domestic installations, namely the operating current, the costs of operation, supervision and maintenance of the facility, regular inspection of its operational readiness and including the adjustment by a specialist, the cleaning of the equipment and the operating of the system and the operating room, as well as the costs of the use of heat meters or heat cost allocators.

4. the costs

a) of the operation of the central hot water supply system; this includes the costs of water supply in accordance with No. 2 and the costs of water heating in accordance with No. 3a), insofar as they are not already taken into account there;

or

b) the supply of district hot water; this shall include the costs of supplying the hot water and operating of the associated domestic installation in accordance with No. 3c), insofar as they have not already been taken into already taken into account there;

or

c) the cleaning and maintenance of hot water appliances; this includes the costs of removing water deposits and combustion residues and combustion residues inside the appliances and the costs of regular inspection of the operational readiness and operational safety and the associated adjustment by a specialist.

5. The costs of operating the passenger or freight elevator. This includes the cost of the operating current, the cost of operating, monitoring and maintenance of the system, the regular inspection of its operational readiness and operational safety, including the adjustment by a specialist as well as the costs of cleaning the installation.

6. The costs of street cleaning and garbage disposal. These include the fees to be paid for public street cleaning, garbage collection and garbage disposal or the costs of corresponding non-public street cleaning and waste public measures, such as bulky waste disposal within the building/property complex/property to which the respective apartment/rented property belongs in administrative terms.

7. The costs of drainage This includes the charges for the use of a public drainage system, the costs of operating a corresponding non-public facility and the cost of operating a drainage pump, as well as the cost of renting of the water meters.

8. The costs of building cleaning and vermin control. The costs of cleaning the building include the costs of keeping clean the staircases, cellars, floor rooms, laundry rooms used jointly by the residents, elevator.

9. garden maintenance costs This includes the costs of maintenance of gardened areas including the renewal of plants and woody plants, the maintenance of playgrounds and of accesses and driveways that do not serve public traffic.

10. The costs of lighting. This includes the cost of electricity for outdoor lighting and the Lighting of the parts of the building used in common by the residents, such as Entrances, hallways, stairways, basements, floor rooms, laundry rooms.

11. The costs of chimney cleaning/exhaust shafts/forced ventilation. This includes the sweeping fees and the fees for emission measurements according to the applicable fee schedules as well as costs of maintenance and operation of filter systems, filter replacement and filter mat replacement.

12. The costs of property and liability insurance.

This includes in particular the costs of insuring the building against fire, storm or water damage, glass insurance, liability insurance for the building, oil tank or for the building, the oil tank or the elevator.

13. The cost of the janitor. This includes the remuneration and all benefits of monetary value which the owner pays the janitor for his work, insofar as these do not include the maintenance, repair, renovation, cosmetic repairs or property management are concerned. Insofar as work is performed by the janitor, personal costs pursuant to numbers 2 to 9 may not be charged.

14. The costs of operating the communal aerial. These include the costs of the operating current and the costs of the regular inspection of its operational readiness, including adjustment by a specialist.

15. the costs of operation of the machine-washing equipment. This includes the cost of operating current, the cost of monitoring, maintenance and cleaning of the mechanical equipment, the regular inspection of its and operational safety, as well as the costs of the water supply in accordance with No. 2., insofar as they have not already been taken into are not already taken into account there.

16. the costs of (gas) pressure tests incl. house inspections and the maintenance of gas installations.

17. the costs of renting and maintaining smoke and fire alarm systems / smoke alarms.

18. the costs of cleaning and flushing of gutters and gutter inlets, as well as the costs of cleaning and flushing balcony and/or terrace drainage.

19. the costs of drinking water sampling and maintenance and flushing of the water pipes and piping systems of the building.

20. maintenance of windows and related movable components such as. e.g., window handles and window closing devices, the maintenance of doors and associated components such as electronic or hydraulic door closers, locks, stop and hold devices, the maintenance of shutters, blinds, shutters.

21. Other operating costs

These are the operating costs not mentioned in numbers 1 to 20, which are connected with the directly related to the management of the building or business unit, in particular the operating costs of outbuildings, installations and facilities.

(6) If public charges are newly introduced or if operating costs are newly incurred, the landlord may allocate them within the framework of the statutory provisions and set reasonable advance payments may be determined.

No. 4 - Payment of rent

(1) The rent, the advance payments/flat rates as well as any surcharges and remuneration (see § 2 para. 1 of the lease) are to be paid monthly in advance, no later than on the third working day of the month free of charge. For the timeliness of the payment depends not on the date of dispatch, but on the date of receipt of the money. In the case of non-cash payment, the Lessee fulfils his obligation to pay on time, if, according to the normal course of events, he could expect the money to be credited in time to the account designated by the landlord.

(2) In the event of late payment, the Lessor may charge a flat rate of five euros for each written reminder. Reminder costs.

(3) The Lessee may only set off counterclaims against claims for rent or exercise a right of or exercise a right of retention only if he notifies the Lessor of his intention to do so at least in writing at least one month before the due date of the rent.

No. 5 - Maintenance of the leased property, cosmetic repairs

(1) The Tenant undertakes to treat the leased property and the rooms, fixtures and fittings and facilities intended for common use with care and consideration. He shall ensure proper cleaning of the leased property and sufficient ventilation. Ventilation and heating of the rooms left to him. Doors and windows may not be altered. They must not be damaged. This also includes paintwork, stickers, etc. They are only to be cleaned if necessary.

(2) If a not insignificant defect in the leased property becomes apparent or a precaution is protection of the leased property or the land against an unforeseen danger, the danger, the Lessee shall notify the Lessor thereof without delay.

(3) The Lessee shall be liable for damages caused by culpable violation of the duty of care and duty of care and notification incumbent upon him, in particular if technical equipment and other equipment are improperly handled, the rented rooms are insufficiently ventilated, heated or protected against

frost. In this respect the tenant is liable also for the fault of family members, domestic servants, subtenants and persons and persons who stay in the apartment with his will or visit him. The tenant has to prove that there was no fault; this does not apply to damage to rooms, facilities and equipment. This does not apply to damage to rooms, facilities and equipment used jointly by several tenants use.

(4) The lessor undertakes to maintain the common accesses, rooms, equipment and facilities in a proper condition. Damage thereto, for which the tenant is liable may be repaired by the landlord at the tenant's expense after prior notification.

(5) Cosmetic repairs within the meaning of § 5 of the lease agreement include wallpapering and painting the walls and ceilings in the rented apartment.

(6) If the Tenant has assumed responsibility for the cosmetic repairs, he shall, at the latest at the end of the tenancy, all repairs that have been made up to that point, depending on the degree of wear or damage necessary until then, depending on the degree of wear and tear or damage, unless the new tenant has at his own expense - without being included in the rent - or reimburses the landlord for these costs. Reimburses the landlord for these costs. If cosmetic repairs are necessary due to the condition of the necessary during the term of the lease in order to prevent lasting damage to the substance of the rented premises, the necessary work shall be carried out immediately. Work must be carried out without delay. The cosmetic repairs must be carried out professionally. If the tenant does not fulfil his obligations If the tenant does not fulfil his obligations, the landlord may demand compensation for the costs the work, the landlord may demand reimbursement of the costs required to carry out the work. The work. In the event of non-fulfilment of its obligations pursuant to sentence 2, the tenant shall the performance of such work during the term of the lease by the landlord or the landlord's Landlord's agent during the term of the lease.

(7) The Tenant shall pay to the Landlord the costs of minor maintenance and repairs in the amount of in the amount of € 100.00, plus VAT in each individual case. The repair costs per calendar year (in the years of the beginning and end of the lease relationship pro rata if necessary) may not exceed 8 % of the annual net cold rent. Minor repairs include the repair of minor damage to the installation items, exposed to the direct and frequent access of the tenant, such as the installation for electricity, water and gas, the heating and cooking facilities, the window and door locks and the locking devices of shutters, the shutters, awnings, blinds and any co-rented furnishings.

No. 6 - Entry of the leased property by the lessor

(1) The lessor or persons authorized by him may enter the leased property to inspect its condition or to read measuring devices at reasonable intervals and after due notice. timely notice. Consideration shall be given to the personal prevention of the tenant. be taken into consideration.

(2) If the landlord wishes to sell the property or if the lease has been terminated, then the landlord or his agents shall be entitled to inspect the leased property after due notice. to inspect the leased property after due notice.

(3) In the event of prolonged absence, the tenant shall ensure that the rights of the landlord according to paragraphs 1 and 2 can be exercised.

No. 7 - Return of the rental object

(1) At the end of the lease, the lessee shall return the leased property completely vacated and clean. and clean. All keys, including those procured by the tenant, are to be handed over to the landlord.

The lessee is liable for all damages caused to the lessor or to a successor in or a successor to the tenant from failure to comply with this obligation.

(2) Upon return, the apartment must be painted in neutral colors. Dowels and hooks are to be removed by the tenant before moving out. fastening material are to be removed without residue.

(3) Furnishings or decorative material (e.g., ceiling or wall coverings, shelves or cabinets, carpets), with which the tenant has provided the rental object the rented property, he must remove them without leaving any residue. The landlord may avert the exercise of the right of removal by payment of reasonable compensation, unless the tenant has a legitimate interest in the removal.

(4) If the tenant has made changes to the leased property or has provided it with facilities equipment to the leased property, he shall be obligated, at the request of the lessor, to restore the original condition at the end of the lease at his own expense, unless otherwise was agreed in writing.

No. 8 - Arbitration

Baugesellschaft Gotha mbH does not take part in dispute resolution proceedings before a consumer arbitration body within the meaning of the Consumer Dispute Settlement Act of 19. February 2016 (BGBl. I p. 254, 1039) and is not obliged to participate.