

# Agency Agreement

Firms, Public Authorities, Associations

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HomeCompany

## Standard Terms and Conditions for Seekers of Housing

- In fulfilment of the contract, the client shall receive offers from providers of living accommodation of which the client has no previous knowledge. This information can be provided verbally or in written form. Despite all due care, no liability can be accepted for accuracy and completeness.
- The offers are confidential and intended only for the client/s. The permission of HomeCompany is required to pass these on to third parties. The original client remains obliged to make payment unless an alternative agreement is reached with HomeCompany. Should the client have prior knowledge of an offer, HomeCompany is to be informed of this immediately naming the source.
- Should a lease be concluded (verbally/in writing) for one of the properties made known by HomeCompany or with a provider of housing made known by HomeCompany, HomeCompany is to be informed of this immediately. If, as a result of the offer, instead of the originally intended transaction, another or an additional transaction is concluded and if HomeCompany had pointed out the possibility of concluding this transaction or acted as an agent for it, then HomeCompany is entitled to the commission on the transaction/s concluded.
- The basis for calculation is the fixed rental, provided the lessor has not already stated the incidental costs separately. Later amendments to the rental have no influence on the calculation basis for the completed contract.
- Upon conclusion of a lease (verbally/in writing), commission in the sum of 1.785 months' rent including German value-added tax [MwSt] (1.5 month's rent plus MwSt) at the rental stated in the offer becomes due immediately. If the property is offered to HomeCompany by the lessor for a rental period of less than 10 months, if the client is seeking to rent for less than 10 months and if the actual period of use is less than/up to 10 months, then the commission is calculated under express consideration of the provisions of the scale in clause 6.
- The commission scale granted voluntarily by HomeCompany (see box: "Table of commission") for leases of up to a rental period of 10 months defines the partial commission due. This scale ceases to apply and the full commission is due if:
  - in the case that no debit authorisation has been issued, payment has not been received 14 days after issue of the invoice for the partial commission or, in the case that a debit authorisation has been issued, if there was no coverage available or payment was recalled;
  - the client does not report conclusion of a lease upon information provided by HomeCompany within two weeks of contractual conclusion or handover of the rental property stating the rental and intended or agreed rental period. The same applies for alternative transactions in line with clause 3;
  - an extension of the lease is not reported.
- The premature termination of the lease does not constitute grounds for any claims against HomeCompany. HomeCompany's entitlement to the full agency fee arising on the original lease remains unaffected by this.
- The information provided is to be stored in line with the provisions of data protection law taking account of taxation law and accounting obligations and the judgment of the highest court on the commission claim. The information is not to be passed on or sold for advertising purposes. Further details and the exact time periods can be viewed at <http://datenschutz.homecompany.de>.
- The law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG), is applicable. Amendments and supplements must be made in written form. This also applies to any waiver of the requirement for written form. There are no verbal agreements to this contract. To the extent that the client is acting as or on behalf of a merchant, the agreed jurisdiction shall be Schwerin. Should one of these provisions be or become invalid, this shall not affect the remainder of the provisions.

### Table of commission

Our commission rates (in % of a month's rent including the statutory MwSt) are dependent upon the rental price and rental period of the rented property (see clause 6 of our STCs)

up to 1 month	25 % + MwSt =	29,75 %
up to 2 months	40 % + MwSt =	47,60 %
up to 3 months	55 % + MwSt =	65,45 %
up to 4 months	70 % + MwSt =	83,30 %
up to 5 months	85 % + MwSt =	101,15 %
up to 6 months	100 % + MwSt =	119,00 %
up to 8 months	120 % + MwSt =	142,80 %
up to 10 months	135 % + MwSt =	160,65 %
over 10 months	150 % + MwSt =	178,50 %

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The HomeCompany Schwerin is hereby commissioned by:

Firm/Institute: .....

Address: .....

Sort code, Town: .....

represented

by Mr / Ms: .....

Tel. (office): .....

Fax/e-mail: .....

Mobile: .....

**under the adjacent terms and conditions of business to act as an agent for conclusion of a residential lease or to inform of the opportunity to conclude a lease.**

**Property requirements:** ☐ **for the following person:**

Surname, First name: .....

Position, Telephone: .....

Nationality: .....

☐ non-smoker ☐ smoker ☐ weekday-only occupant ☐ constant occupant

☐ **for several persons:** at least: ..... maximum: .....

the lessees are mainly: ☐ weekday-only occupants ☐ constant occupants

Professional group: .....

Contact person

for viewings: .....

Telephone: .....

**Type of ppty:** ☐ room ☐ apartment(s) / flat(s) ☐ house

**Furnishings:** ☐ fully furnished ☐ part-furnished ☐ unfurnished ☐ no pref.

No. of rooms required: ..... minimum: ..... maximum: .....

any preferred town

any preferred districts: .....

Commencement of

lease required on: ..... at the latest on: .....

planned rental

any extension

period until at least: ..... up to maximum: .....

☐ rental period open (unlimited)

Other/Interest

in offer(s) no.: .....

**Maximum monthly rental incl. incidental costs:** ..... €

**Assumption of Costs** We hereby confirm assumption of the agency commission in accordance with the above STCs of HomeCompany.

Place:

Date:

Signature of payee / Stamp

Stamp