

1. By placing the order the customer incurs the obligation of paying the agreed commission for negotiating the transaction. The commission amounts to a maximum of 208,25% of one monthly rent incl VAT. The commission falls due, if a valid transaction has been concluded with regard to the rented property disclosed. The transfer of a rented property is equal to the conclusion of a contract.

<b>Calculation table for the commission for timely limited rental periods. For timely unlimited rental contracts a commission of 208,25 % (= 175% + 19 VAT) are applicable.</b>		
<b>Duration of the rental period up to</b>	<b>Portion of the monthly rent incl. 19 % VAT</b>	
1 month	25% + 19% MwSt. =	<b>29,75%</b>
2 months	40% + 19% MwSt. =	<b>47,60%</b>
3 months	55% + 19% MwSt. =	<b>65,45%</b>
4 months	70% + 19% MwSt. =	<b>83,30%</b>
5 months	85% + 19% MwSt. =	<b>101,15%</b>
6 months	100% + 19% MwSt. =	<b>119,00%</b>
7 months	115% + 19% MwSt. =	<b>136,85%</b>
8 months	130% + 19% MwSt. =	<b>154,70%</b>
9 months	145% + 19% MwSt. =	<b>172,55%</b>
10 months	160% + 19% MwSt. =	<b>190,40%</b>
11 months and more	175% + 19% MwSt. =	<b>208,25%</b>

An extension of the term of tenancy leads to an additional partial commission according the above shown table.

**Zeitwohnen Essen**  
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2. The customer agrees to immediately inform the party with whom the order is placed or when a legal transaction has been concluded as a result of the negotiation and/or disclosure of the opportunity by the party with whom the order is placed.

3. All commissions are payable immediately after conclusion of a verbal or written contract of tenancy.

4. Offers and messages are exclusively intended for the recipient. Transmission to third parties entails the obligation of transmitting also the general terms and conditions of trade and agency. Before any transmission or information is effected the party with whom the order is placed is to be informed in any case. Non-compliance leads to liability for damages amounting to the agreed commission.

5. The establishment of a contract is the responsibility of Zeitwohnen Essen Katrin Susanne Gems. The party with whom the order is placed creates the conditions for the contracting parties (offerer and customer) to get together. Any liability of the party with whom the order is placed which goes beyond its contractual scope is excluded. The party with whom the order is placed shall in particular not be liable for damage resulting from failure of concluding a planned contract of tenancy. Despite its obligation for careful handling the party with whom the order is placed does not give any guarantee with regard to the details passed on to the customer about the rented property. The content of the rental agreement applies to both parties entering the rental agreement.

6. If a substitute transaction is effected instead of the initiated transaction, the originally intended commission is to be paid for this -or, if no agreement has been made to this effect, the commission according to local custom will be payable.

7. Data will be electronically saved and used only for the purpose of execution of the service to be rendered, namely the procurement of housing. Data will be made available to a third party only when necessary for the fulfillment of the contract e.g. to the landlord. Customer data will not be passed on or sold to third parties not involved in the service to be rendered.

8. Later modifications and agreements are to be made in writing in order to become effective.

9. In other respects the legal provisions shall apply.

10. Place of jurisdiction is Essen.

Zeitwohnen Essen Katrin Susanne Gems

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**Contract of agency:** Zeitwohnen Essen Katrin Susanne Gems (party with whom the order is placed) is hereby instructed by:

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Name, first name, company	Street/No.	Postal code and place
Date and place of birth	Phone no., private	Mobile phone
Employer with full Address	Phone no, at work	Profession
ID card/passport no.	Issued on	in
Registration address	e-mail address	
Reason for stay	Name(s) of all potential tenants	

to negotiate a contract of tenancy for rented property or to disclose an opportunity for conclusion of a contract of tenancy.

Requested type of rented property:

Period from \_\_\_\_\_ at least until: \_\_\_\_\_ until \_\_\_\_\_ at the latest

- Apartment     Flat with \_\_\_\_ rooms     Going home at weekends  
 Smoker     Non-smoker    Persons \_\_\_\_\_     Children \_\_\_\_\_

Maximum rent.: \_\_\_\_\_ including heating    Other: \_\_\_\_\_

Requested rented property no.: \_\_\_\_\_    Requested date of inspection: \_\_\_\_\_

Rights and obligations arising from this contract of agency/ order are ruled by the General terms and Conditions of Trade and Agency mentioned overleaf which are accepted by the customer with his/her signature. Place of jurisdiction is Essen.

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Place, date, signature and stamp of customer

**Direct debit authorization:** I hereby authorize Zeitwohnen Essen Katrin Susanne Gems in case of successful negotiation to deduct the commission according to the General Terms and Conditions of Trade and Agency mentioned overleaf from my/ our German bank account:

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Bank(German unit)	Account number	Bank code
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Place, date, signature of account holder