

Dear tenant, the following English version of the rental agreement and its annexes is merely a reading aid as a supplement to the rental agreement concluded in German language and makes no claim to the binding nature or legal certainty of the translation. Only the German version of the rental agreement signed by you is legally binding.

## Checklist Rental agreement for an apartment

### *What document do I have to submit*

- Rental agreement
- Direct debit authorization for the SEPA direct debit
- (only banks in the euro zone with European currency are permitted)
- Cancellation policy
- Identity card or passport (front and back) of the signatory or residence title / fiction certificate
- Proof of private liability insurance for damage to rented property (at the latest on the day of moving in)

#### **For students**

- Current certificate of enrollment / alternatively certificate of admission to university, technical college, college of applied sciences, or similar

Alternatively in individual cases:

#### **For trainees / interns**

- Training certificate / internship certificate

#### **For young professionals**

- Last two payslips  
(if no pay slips are available yet: employment contract)

#### **For companies**

- Commercial register excerpt (managing director or authorized signatory must be visible as authorized signatory of the lease) and / or business evaluation for small companies / self-employed persons

The documents must be received by us within five days - preferably using digital signature via Adobe Sign. Incomplete or late documents will not be taken into account for the allocation of the apartments.

Requesting the lease does not create a tenancy. The submission of the documents only constitutes an application. After review, we reserve the right to cancel without giving any reason.



**Rental Agreement**

in

" \_\_\_\_\_ "

Between

Rental Pool " \_\_\_\_\_ "  
as trustee \_\_\_\_\_

represented by

XXX

Julius-Bausch-Straße 50

73431 Aalen

(hereinafter referred to as Landlord)

and

Name:

Street:

Zip Code / City:

Country:

Email:

Phone:

(hereinafter referred to as tenant)



**1. Rental Property and Components of the Rental Agreement**

- 1.1. The landlord rents to the tenant the furnished apartment (rental property) with number \_\_\_\_\_, of the category:
- o Comfort
- located in the building " \_\_\_\_\_ " and consisting of an apartment with a kitchen, shower-bath, toilet, and furniture.
- 1.2. The rental property may only be inhabited by the tenant.
- 1.3. The rental property is rented out as an apartment in an apartment complex according to an occupancy concept; § 549 (3) of the German Civil Code (GCC) applies.
- 1.4. Binding components of this contract are:
- o Data protection notice for the tenant
  - o Direct debit authorization for SEPA direct debit procedure
  - o Cancellation policy / sample cancellation form
  - o House rules
- 1.5. The number of keys/transponders (hereinafter referred to as "keys") is recorded in the handover protocol. Additional keys may only be made with the landlord's permission and must be returned to the landlord without reimbursement upon return of the rental property.
- 1.6. The loss of a key must be reported to the landlord immediately. The landlord may require the tenant to replace the lock system unless the tenant can prove that the key cannot be misused.

**2. Rental Period and Termination**

- 2.1. The rental agreement is concluded for a fixed term. It begins on \_\_\_\_\_ and ends on \_\_\_\_\_.
- 2.2. During the term of the contract, ordinary termination by the tenant or the landlord is excluded. This does not apply if the landlord bases the ordinary termination on reasons which also entitle the landlord to declare an extraordinary termination.
- 2.3. The right of both parties to extraordinary termination without notice is not affected by this, in accordance with the statutory provisions.
- 2.4. Due to the limited rental period in accordance with Section 2.1, ordinary termination by the tenant or landlord before the agreed rental period has expired is not permitted. However, the landlord shall take into account the specific life situation of the tenant - which may require an early termination/abortion of studies at the end of a semester - by granting the tenant a special right of termination in addition to the statutory extraordinary right of termination:

*(Unfortunately, our termination options are different for each location, please either check your German rental contract or read our FAQ on the website. You can find the termination options with the question: "When can I cancel my rental contract?". If you have any questions, please feel free to contact us at any time.)*



- 2.5. The landlord reserves the right to terminate with legal notice (termination by no later than the third working day of a calendar month for the expiry of the following month), if
- 2.5.1. the tenant has intentionally provided false information in the rental agreement or self-disclosure, which in circumstance of the landlord knowledge would not result in signatory of the rental agreement (especially deliberately giving a false age, concealing a completed degree, providing incorrect information about income, etc.) or
- 2.5.2. the owner of the rented property claims to use it for themselves or for a relative within the meaning of § 15 of the Tax Code.
- In addition, in the case of students and trainees, if
- 2.5.3. the tenant has not complied with his obligation to submit a certificate of enrollment pursuant to Sections 7.1 and 7.2 or has not complied with it in due time even after the Landlord has set a written grace period, or in addition, in the case of students and trainees, if
- 2.5.4 the tenant has passed the exam, bachelor's, master's, or other comparable degree or has definitely failed, unless the tenant immediately begins a second degree at a university in the location of the rental property (the start of the second degree must be proven by sending the letter of acceptance or the certificate of enrolment) or
- 2.5.5. the proof of education of the tenant expires.
- 2.6. The application of § 545 GCC is excluded. If the tenant continues to use the rental property after termination or after the contract has expired, the rental relationship will not be extended for an indefinite period.
- 2.7. The notice of termination can also be given in text form for the tenant. This can be done either via the homepage of the respective property in the tenant's own user profile, via the Community App or by e-mail.

### 3. Handover

- 3.1. A corresponding protocol ("handover protocol") is created for the handover of the apartment to the tenant, in which any damages or functional impairments to the rental property are recorded.
- 3.2. If the start of the lease falls on a Saturday, Sunday or a public holiday, the rental property will be handed over to the tenant on the next working day.

Exception: If the start of the rental period falls on \*\*\*, the rented property shall be handed over to the tenant on \*\*\*.

\*\*\*(our rental cycles are different for each location, please check the concerned dates in your German rental contract)

If the tenant is already in possession of the rented property on the basis of a previous rental agreement, the rented property is available to the tenant for use without transition.



**4. Rent and flat-rate operating costs**

4.1. The monthly rent ("basic rent") is: EUR [ ].

4.2. In addition to the rent, the tenant pays a monthly flat-rate operating cost that covers the operating costs, in the amount of: EUR [ ].

4.3. The total monthly payment by the tenant is therefore: EUR [ ].

4.4. The tenant owes the monthly rent in full for each month rented, even if the rented property is handed over after the start of the tenancy. If the tenancy agreement begins on the 15th of a month, the first month's rent is calculated pro rata.

4.5. The flat-rate operating costs according to Section 4.2 include all allocable operating costs according to § 2 Operating Costs Regulation (OCO), including the costs for heating and hot water, electricity, TV and internet connection, as well as for waste disposal. In addition, the following costs are included according to § 2 No. 17 OCO:

- security service costs
- inventory security
- flat-rate fee for cleaning, care, maintenance and servicing of the data transmission devices and networks.
- costs for auxiliary and operating materials
- cleaning of shared kitchens and bathrooms
- costs for the operation, cleaning, and maintenance of technical and mechanical equipment, elevators, underground parking, smoke detectors, drinking water tests, gutters, fire extinguishers, windows, and facades.

Since the operating costs are covered by the flat-rate fee mentioned in Section 4.2, the landlord is not obliged to prepare an operating cost statement.

Goods and services provided by the landlord may be charged at the amount that would be charged for an equivalent service by a third party, particularly a contractor.

4.6. Broadcasting fees are not included in the flat-rate operating costs and must be paid by the tenant himself.

4.7. The landlord is entitled to adjust the monthly flat-rate operating costs if the price/consumption calculation on which the flat rate is based deviates significantly from the actual circumstances. The adjustment shall be made on a pro rata basis and shall be declared in writing, stating the reason for the adjustment ("adjustment declaration"). The tenant is obliged to pay the adjusted operating costs for the first time at the beginning of the second month following the adjustment declaration.

**5. Payment of rent and flat-rate operating costs / SEPA Mandate**

5.1. The rent and flat-rate operating costs are due for payment monthly, on the first working day of each month. The date on which the payment is credited to the landlord's account is decisive for the timeliness of the payment.



- 5.2. The tenant is obliged to grant the landlord the attached direct debit authorization (SEPA Direct Debit Mandate) for the collection of the monthly rent and flat-rate operating costs. In the event of a change of account, the tenant must notify the landlord immediately and grant a new direct debit authorization.
- 5.3. The valid SEPA mandate must be submitted to the community manager on the day of move-in at the latest.
- 5.4. The debit will be made at the beginning of the month. Should the signing of the rental agreement overlap with the SEPA creation, the 1st rent will be debited on the 15th of the month and in the following months at the time stated in item 5.1.
- 5.5. The tenant shall bear the costs incurred by the landlord as a result of any non-redemption of the direct debit.
- 5.6. The tenant may revoke the SEPA mandate for good cause.

## 6. Security deposit

- 6.1. To secure all the tenant's obligations under the lease, the tenant is required to provide security by paying a sum of money (deposit) amounting to 3 months' rent excluding flat-rate operating costs in accordance with clause 4.1. This corresponds to a total amount of: EUR [ ].
- 6.2. The landlord is not obliged to pay interest on the deposit (§ 551 para 3 sentence 5 GCC).
- 6.3. The tenant is obliged to transfer the deposit to the following account of the landlord immediately after conclusion of rental agreement, but no later than one week before rental start the apartment:

Account owner: *see german original version*  
IBAN: *see german original version*  
BIC, bank: *see german original version*  
Reference: Rental Deposit XXX, first and last name, ap. no  
The credit to the account is decisive for the timely receipt of the deposit.

- 6.4. There is no entitlement to handover the apartment until the deposit has been paid in full.
- 6.5. The tenant may not offset due rent payments with the deposit. In addition, the tenant is not entitled to offset claims for the refund of the deposit against claims of the landlord, unless the tenant's claim is undisputed or legally binding.

## 7. Notification requirements

- 7.1. Against the background of the occupancy concept practiced by the landlord, the tenant is obliged to provide the landlord with the documents required by the landlord in the reservation/contract conclusion process in accordance with the checklist (e.g. Certificate of enrolment/letter of admission).



7.2. The following applies to students: The tenant must send the landlord a certificate of enrollment before the start of each semester without being asked to do so and without delay; he must notify the landlord immediately of any exmatriculation. This applies accordingly to evidence that was submitted with the approval of the landlord instead of the certificate of enrollment. The landlord can request this proof at any time. The Landlord shall be entitled to retain such evidence, in particular enrollment certificates, during the current tenancy, insofar as this is necessary to prove compliance with the occupancy concept.

## **8. Subletting**

8.1. Subletting or other complete or partial transfer of the leased property requires the prior written consent of the landlord. The landlord may require the tenant to explain their interests in subletting. If the tenant's interests in subletting are based on understandable reasons, the landlord will generally grant consent.

- If the tenant is a legal entity and intends to transfer the use of the leased property to its employees for residential purposes, and there is a direct connection between the employment contract and the transfer of use of the leased property (work/service apartment), so that in case of termination of the employment relationship, the transfer of use for residential purposes also ends automatically, this generally constitutes a comprehensible reason.
- Any intention of the tenant to sublet for profit or in any other commercial way, especially for short-term subletting (e.g. Airbnb), will generally not be approved.

The landlord's consent may also be subject to the payment of a processing fee for the services provided by the landlord.

8.2. In case of an approved subletting, the tenant is obliged to provide the landlord with information about the personal data of the subtenant, in particular his or her full name.

## **9. Duty of care and cleaning, keeping animals, house rules, permit requirements**

9.1. The use of the leased property for purposes other than residential purposes (such as for commercial purposes) is not permitted.

9.2. The tenant is obliged to treat and clean the leased property (including furniture, etc.) with care. The tenant must also handle the rooms and areas assigned as common areas for shared use with care.

9.3. As the electricity costs are included in the flat rate operating cost, the use of additional electrical devices other than those with which the apartment is equipped requires the landlord's consent. In particular, air conditioning, terrariums, ovens or similar devices require approval. Laptops, razors, toothbrushes or similar devices are not subject to approval.

9.4. The tenant is obliged to circulate the hot water for at least five minutes every 72 hours. The reason for this is that only with the tenant's cooperation can a legionella infection be prevented. Therefore, if the tenant is absent for more than three days, the tenant is obliged to ensure that he or a person commissioned by him runs hot water for five minutes at each fitting/tapping in the leased property to prevent the risk of legionella (Drinking Water Ordinance of the Federal Republic of Germany).

9.5. The installation of shelves, wall boards, coat hooks, and similar items using wall plugs, nails, power strips, or similar items is not permitted.



- 9.6. If the tenant changes the original paint without the landlord's permission, the landlord may have the original condition restored by a specialist company at the tenant's expense.
- 9.7. The tenant is responsible for regular ventilation and heating of the leased property.
- 9.8. The tenant is obligated to clean external section of the windows and window sills. If the tenant fails to meet these obligations or only does so inadequately, the landlord is entitled to request the tenant to clean the windows after setting a reasonable deadline. After an unsuccessful deadline, the landlord has the right to have the necessary cleaning work carried out by a third party at the tenant's expense. This also applies to balconies, which must be freed from moss and weeds.
- 9.9. The keeping of animals is prohibited, except for small animals. The keeping must be notified to the landlord in advance.
- 9.10. The tenant is obliged to comply with the house rules, which are an integral and binding part of this contract.
- 9.11. The landlord is entitled to unilaterally amend the house rules if necessary for the proper management of the rental property and/or communal facilities. The amended house rules must be brought to the attention of the tenant. The landlord is entitled to close the common areas, terraces, fitness lounge, etc. in the event of violation.
- 9.12. The landlord is entitled to restrict the use of common areas or to completely close the common areas (see also clause 9.10) in case of official or judicial orders or to comply with health protection measures for tenants and employees, particularly in case of pandemics and resulting regulations.

#### **10. Changes to the Rental Property**

- 10.1. Changes to the rental property, especially structural modifications, installations, and renovations, are not permitted.
- 10.2. Movable furniture [tables, desks, chairs, etc.] must remain in the apartment. This also applies to any subsequent additions or modifications to the apartment's inventory.
- 10.3. Room doors must be affixed with name tags or similar items.
- 10.4. The tenant is not permitted to install antennas or any other reception devices on the exterior of the rental property.
- 10.5. In case of the tenant's violation of their obligations, the landlord is authorized to restore the rental property to its contractual state at the expense of the tenant, after an unsuccessful deadline for remedy has elapsed.

#### **11. Cosmetic repairs / small repairs / costs**

- 11.1. The tenant is obligated to carry out necessary cosmetic repairs during the rental period at their own expense, depending on their requirement. The necessity of the cosmetic repairs is determined by the degree of wear and tear or damage to the rental property.



11.2. The tenant is responsible for the costs of replacing filters in the apartment (exhaust fan in the bathroom and recirculating hood in the kitchenette) amounting to EUR 30.00. The filters will be replaced by a representative of the landlord during or after the handover of the apartment. The costs will be deducted from the security deposit. For hygienic reasons, the mattress is protected by a boil-proof cover. This cover will be replaced by a representative of the landlord during or after the handover of the apartment. The costs of EUR 40.00 will be deducted from the security deposit. In addition to the above-mentioned costs, an amount of EUR 10.00 will be charged for the toilet brush, which will also be deducted from the security deposit.

11.3. The tenant shall bear the costs of necessary repairs/maintenance during the rental period that have arisen independently of the fault of the tenant, up to an amount of EUR 100.00 per repair. These are exclusively damages to parts of the apartment that are exposed to the direct and frequent access of the tenant, such as light bulbs, taps or switches for water, gas and electricity, shutters, toilet and bathtub fittings, locking devices for windows and doors, etc. The obligation to bear costs exists only up to a maximum annual amount of 8% of the yearly cold rent or a maximum of EUR 200.00 for all individual repairs combined.

## **12. Defects, tenant's obligation to notify and liability**

12.1. If a significant defect in the rental property becomes apparent during the rental period or precautions become necessary due to expected damage or hazards to the rental property or the building, the tenant must inform the landlord immediately.

12.2. The tenant is liable for damages arising from culpable violation of his duty of care and duty to report. This also applies to damages caused by improper operation and handling of facilities and technical equipment, insufficient heating or ventilation, or insufficient protection against frost.

12.3. The tenant is also liable for the fault of family members, visitors, subtenants, and all persons who are in the building or the apartment with his consent.

12.4. The tenant undertakes to take out liability insurance with sufficient coverage for rental property damage for the duration of the rental period, which also includes liability for rented items. Proof must be provided to a representative of the landlord at the latest upon handover.

12.5. If a defect needs to be remedied, the tenant is obliged to cooperate, as defects in the apartment can often only be remedied if a review (inspection) is carried out beforehand and the contracted craftsmen are given access to the apartment for the defect remediation. The following applies to cooperation:

- Appointments for defect remediation with a lead time of 3-7 days must be confirmed, scheduled and attended by the tenant.
- Of course, the tenant can also leave his key for the apartment with a representative of the landlord (in particular community/facility manager) for the scheduled appointment for the defect remediation, thereby granting access to his apartment.
- If the scheduled appointment cannot be attended by the tenant and the tenant does not want to leave the key with a representative of the landlord, the tenant must propose an alternative appointment.



**13. Landlords liability**

- 13.1. The landlord shall not be liable for the timely provision of the premises for contractual use unless he is not to blame for the untimely provision of use.
- 13.2. The liability of the landlord for initial defects according to § 536a para. 1 of the GCC is excluded, unless it is a matter of injury to life, body or health. Otherwise, the tenant is entitled to damages for initial defects only if the landlord is responsible for their existence or non-removal.
- 13.3. The landlord and his agents are liable for intent and gross negligence. For slight negligence, they are liable only for the violation of essential or typical contractual obligations. This exclusion of liability does not apply to the violation of the body, life, health, freedom, or sexual self-determination, which are based on a negligent breach of duty by a legal representative or vicarious agent. Furthermore, the exclusion of liability does not apply if the landlord has assured or guaranteed a certain property of the rental object or fraudulently concealed a defect.
- 13.4. The exclusion of liability does not apply to damages for which the landlord has taken out insurance or for which the landlord can successfully claim recourse from a third party.

**14. Landlord's right of entry**

- 14.1. The landlord and/or his authorized representatives, who must identify themselves accordingly, have the right to inspect the rental premises between 9:00 a.m. and 12:00 p.m. and between 3:00 p.m. and 7:00 p.m., provided that the landlord has notified the tenant of the inspection at least one week in advance in text form. The reason for the inspection shall be communicated with the notification. In urgent cases (particularly to avert a danger to life and limb or to avoid significant property damage), access is permitted at any time.
- 14.2. The tenant shall ensure that the rental premises can be accessed at all times, including during their absence (of at least one week), in urgent cases (especially to avert danger to life and limb or to prevent significant property damage). To this end, they shall ensure that they are reachable (via email or phone) to enable entry themselves or through an authorized representative.

**15. Landlord's emergency master key**

- 15.1. All properties of the landlord are generally equipped with an emergency master key, which is securely kept in a key safe. It will only be used in case of imminent danger (especially in the event of fire, flooding, disasters, etc.) after unsuccessful attempts have been made to contact the tenant. The tenant expressly agrees to this.
- 15.2. In the event that the tenant does not agree with this emergency master key regulation, they are free to install their own door lock to the apartment door at their own cost and risk for the entire rental period and to restore the original condition at the end of the rental period at their own cost and risk.

**16. consent to video surveillance**

The tenant expressly agrees that security-relevant areas, in particular main and side entrances including underground car park entrances, may be secured with a video surveillance system. The purpose of video surveillance is to ensure the safety of residents, protect property and facilitate law enforcement. Corresponding areas are labelled with pictograms. The landlord undertakes to use the collected data in accordance with the applicable data protection regulations and to store it securely.



**17. Return of the rental property**

- 17.1. Upon moving out, the tenant shall return the apartment with all keys, including those procured by the tenant (see section 1.5).
- 17.2. The parties have the option of carrying out a voluntary preliminary inspection no later than four weeks before the tenant moves out. This offers the tenant the advantage of being informed of any defects in good time and being able to rectify them independently in order to avoid possible additional claims or additional costs at the final inspection.
- 17.3. The apartment must be returned in a clean and undamaged condition and completely vacated, insofar as the tenant has brought in items belonging to him.
- 17.4. Any damages caused by the tenant's negligence must be repaired by the tenant before returning the apartment. The apartment handover protocol signed by the tenant upon handing over the rental property shall be the determining factor for the state of the rental property.
- 17.5. If the tenant returns the rental property to the landlord of his own accord before the end of the contract term, he shall not be entitled to a reduction of the monthly rent.
- 17.6. The tenant shall arrange a date with the landlord's representative for the return of the apartment and keys. The return can only take place during the opening hours of the office of the community/facility manager; the office is closed on Saturdays, Sundays, and holidays. The parties mutually agree to prepare a handover protocol provided by the landlord.
- 17.7. If the rented property is in a condition contrary to the contract at the time of return, which cannot be restored by the time of re-letting, the landlord reserves the right to claim the loss of rent as damage.

**18. Internet Access rules**

- 18.1. Internet access is provided via WLAN or LAN access, depending on the building structure, which is provided by a specialized company. The tenant can obtain contact information from the landlord's representative.
- 18.2. Disruptions in internet reception do not constitute a defect in the rental property unless they are within the landlord's control.
- 18.3. The tenant is prohibited from engaging in legally prohibited actions on the network and internet; in particular, violations of criminal law provisions and/or commercial property rights and personal rights, such as illegal music or video downloads or uploads, are prohibited.
- 18.4. In particular, the tenant is not permitted to do the following:
  - use or operate file sharing (P2P) services
  - change or store the IP address assigned by the firewall
  - operate their own DHCP or DNS server
  - connect their own access point or router to the existing network ports
  - examine the internal network owned by the landlord with illegal or legal network analysis tools (sniffer/finger), including tools for recording network content, etc.
  - use a port scanner, or
  - implement network speed measurements.



18.5. The tenant must keep the personal user ID and associated password confidential and not disclose them to third parties.

18.6. The permanently installed access points must not be disconnected from the network; unplugging them is only allowed on instruction from the administrators/support hotline. If an access point is disconnected from the network (plug pulled), an alarm is triggered in the technical support immediately.

18.7. The landlord reserves the right to block internet access if the tenant violates the above conditions of use.

### 19. Final provisions

19.1. The tenant agrees to the storage and transmission of their data to the extent necessary for the administration of the property and the execution of this contract.

19.2. Should individual provisions of this contract or a provision included into it in the future be wholly or partially invalid or unenforceable, this shall not affect the validity of the contract in other respects. The same shall apply if the contract contains a loophole. The parties undertake to replace the invalid or unenforceable clause or a loophole by a provision which – as far as legally possible – comes as close as possible to what the parties intended or would have been intended in accordance with the purpose of the contract if they had considered this point when concluding the contract or its subsequent amendment.

19.3. Changes and additions to this contract require written form. This also applies to a waiver of the above written form requirement.

*Optional, only if necessary:*

19.4. *The tenant is aware at the conclusion of this rental agreement that:*

- *Construction work is currently being carried out on the neighboring property XY, which may result in nuisances, in particular noise pollution. The construction work is expected to last until \_\_\_\_\_.*
- *Construction work will be carried out in the future on the neighboring property XY, which may result in nuisances, in particular noise pollution. The construction work is expected to start on \_\_\_\_\_ and last until \_\_\_\_\_.*

*The tenant has no rights whatsoever due to this fact in relation to a defect in the rental property, in particular no right to rent reduction or the right to extraordinary/ordinary termination.*

## Data protection declaration for the tenant

With the following information we would like to provide you with an overview of the processing of your personal data and your rights under data protection law.

### Who is responsible for data processing and who can I contact?

Responsible is:

i Live Group GmbH  
Julius-Bausch-Str. 50  
73431 Aalen  
Telefon: +49 7361 9412-0  
info@i-live.de  
[hereinafter referred to as "Company"](#)

You can reach our data protection officer(s) at

Data Protection Officer  
Julius-Bausch-Strasse 50  
73431 Aalen  
Phone: +49 7361 9412-353  
[datenschutz@i-live.de](mailto:datenschutz@i-live.de)

### Which sources and data do we use?

We process personal data that we receive from you a part of the rental application. In addition, we process - to the extent necessary for the fulfillment of our obligations - personal data that we legitimately obtain from publicly accessible sources (e.g., trade and association registers, press, internet) or that are legitimately transmitted to us by other affiliated companies from other third parties.

Relevant personal data is, but is not limited to personal details (name, address, and other contact details) and identification data (e.g., ID data). In addition, it can also be order data (e.g., payment order), data from the fulfillment of our contractual obligations (e.g., consumption data and operating costs), documentation data (e.g., extract from the commercial register) and other data comparable to the categories mentioned.

### What is the purpose of processing your data and on what legal basis?

We process personal data in accordance with the provisions of the EU General Data Protection Regulation (GDPR) and the Federal Data Protection Act (FDPA)

a. to fulfill contractual obligations (Art. 6 Para. 1 lit. b GDPR).  
Processing of data takes place to fulfill our obligations from the rental contract or to carry out pre-contractual measures, which are carried out on request.

b. within the scope of the balancing of interests (Art. 6 Para. 1 lit. f GDPR).  
If necessary, we process your data beyond the actual fulfillment of the contract to safeguard our legitimate interests or those of third parties. Examples:

- Assertion of legal claims and defense in legal disputes,
- Prevention and investigation of criminal offenses,
- Video surveillance to maintain house rules, to collect evidence in the event of robberies and fraud,
- Measures for building and system security (e.g., access controls),
- Measures to ensure housekeeping,
- Measures for business management,
- Risk management

### Who will get my data?

Within the company, those departments have access to your data that need it to fulfill our contractual and legal obligations such as Employees of the i Live Group, i Live Services GmbH and i Live Immobilienverwaltung GmbH. Service providers and vicarious agents used by us can also receive data for these purposes (e.g., property management, billing service, prospective buyers, tax advisors, legal advisors, debt collection, IT service providers, affiliated companies (within the meaning of §§ 15ff. AktG).

Regarding the transfer of data to recipients outside of our company, it should first be noted that we only transfer required personal data in compliance with the applicable data protection regulations. We are generally only allowed to pass on personal data of our tenants if this is required by statutory provisions if the person concerned has consented or if we are otherwise authorized to pass it on. Under these conditions, recipients of personal data can be, for example:

- Public bodies and institutions if there is a legal or official obligation,
- Affiliated companies for risk control based on legal or regulatory obligations,
- Creditors or insolvency administrators who inquire about foreclosure,
- Auditors,
- Service providers that we use in the context of order processing relationships.

Further data recipients can be those bodies to which we are authorized to transmit personal data based on a weighing of interests.

### Will data be transferred to a third country or to an international organization?

A data transfer to locations in countries outside of the European Union (so-called third countries) takes place, insofar as

- it is necessary for the execution of the contractual relationship,
- it is required by law (e.g., tax reporting obligations),

Furthermore, a transfer of the information to bodies located in third countries is planned in the following cases:

- If this is necessary in individual cases, your personal data may be transmitted to an IT service provider in the USA or another third country to guarantee the company's IT operations in compliance with the European level of data protection.

### How long will my data be saved?

We process and store your personal data if this is necessary for the fulfillment of our contractual and legal obligations.

If the personal data of the tenant are no longer required for the fulfillment of contractual or legal obligations, they are regularly stored until the expiry of the statutory three-year period of limitation and deleted when the period expires, unless their - limited - further processing is necessary for the following purposes:

- Fulfillment of commercial and tax retention obligations, which can result e.g., from: Commercial Code (HGB), Tax Code (AO). The periods for storage and documentation specified there are usually two to ten years.
- Preservation of evidence within the framework of the statutory statute of limitations. According to §§ 195 ff of the German Civil Code (BGB), these limitation periods can be up to 30 years, whereby the regular limitation period is 3 years.

### What data protection rights do I have?

Every data subject has the right to information under Article 15 GDPR, the right to rectification under Article 16 GDPR, the right to erasure under Article 17 GDPR, the right to restriction of processing under Article 18 GDPR, the right to object under Article 21 GDPR as well as the right to data portability from Article 20 GDPR. The restrictions according to Sections 34 and 35 FDPA apply to the right to information and the right to delete. In addition, there is a right of appeal to a competent data protection supervisory authority (Article 77 GDPR in conjunction with Section 19 FDPA). The supervisory authority in Baden-Württemberg is the state commissioner for data protection and freedom of information in Baden-Württemberg.

Please contact:

Email: [datenschutz@i-live.de](mailto:datenschutz@i-live.de) or the data protection officer of the i Live Group.

### Is there an obligation for me to provide data?

As part of our tenancy, you must provide the personal data that is required for the commencement, implementation and termination of the tenancy and the fulfillment of the related contractual obligations or that we are legally obliged to collect. Without this data, we will usually not be able to conclude, execute and terminate a contract with you.

If you do not provide us with the necessary information and documents, we are not allowed to start or continue the rental relationship you require.

### To what extent is there automated decision-making?

In principle, we do not use fully automated decision-making in accordance with Article 22 GDPR to establish and implement the lease. If we use these procedures in individual cases, we will inform you separately about this and about your rights in this regard, provided this is required by law.

### Information about your right of objection under Article 21 GDPR

#### Right to object on a case-by-case basis

You have the right, for reasons that arise from your individual case to object at any time to the processing of personal data relating to you, which is based on Article 6 (1) (f) GDPR (data processing based on a weighing of interests).

If you object, we will no longer process your personal data unless we can prove compelling legitimate reasons for the processing that outweigh your interests, rights and freedoms, or the processing serves to assert, exercise, or defend legal claims.

#### Recipient of an objection

The objection can be made informally with the subject "Objection" stating your name, address and date of birth and should be addressed to:

i Live Group GmbH  
Julius-Bausch-Straße 50  
73431 Aalen  
Email: [info@i-live.de](mailto:info@i-live.de)

## Direct debit authorization for the SEPA direct debit

Requirement: SEPA capable bank account

I hereby authorize

Paying tenant:

Apartment-Nr.:

Current address:

the

[Mietpool XXX / adress]

- Landlord –

represented by the

**i Live Immobilienverwaltung GmbH** | Julius-Bausch-Straße 50 | D-73431 Aalen

the payments to be made by me [rent and flat-rate operating costs] from my account below by direct debit. At the same time, I instruct my bank to redeem the direct debits drawn by the landlord.

Creditor ID:

Credit Institution:

IBAN:

BIC:

Account owner: \_\_\_\_\_

Credit Institution/Bank: \_\_\_\_\_

IBAN: \_\_\_\_\_

BIC: \_\_\_\_\_

**If my account does not have sufficient funds, there is no obligation on the part of the bank holding the account to redeem it. I confirm that the bank I have specified participates in the Europe-wide direct debit system "SEPA direct debit". Only banks in the euro zone (European currency) are permitted.**

## Cancellation policy /cancellation form

### Right of withdrawal

You have the right to withdraw from this contract within fourteen days without giving any reason. The withdrawal period shall be fourteen days from the day of conclusion of the contract. To exercise your right of withdrawal, you must inform us - Mietpool -see *german original version*-, represented by - see *german original version* - by means of a clear statement (e.g. a letter sent by post or an email) of your decision to withdraw from this contract. You can use the attached sample withdrawal form, but it is not mandatory. To comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

### Consequences of withdrawal:

If you withdraw from this contract, we shall reimburse you for all payments we have received from you, including delivery costs (except for any additional costs resulting from your choosing a different method of delivery than the cheapest standard delivery offered by us), immediately and no later than fourteen days from the day on which we receive notice of your withdrawal from this contract. We will use the same means of payment for this refund as you used for the original transaction, unless expressly agreed otherwise with you; in no event will you be charged any fees for this refund. If you have requested that the services commence during the withdrawal period, you shall pay us a reasonable amount corresponding to the proportion of services already provided up to the time you notify us of the exercise of the right of withdrawal with respect to this contract compared to the total scope of the services provided for in the contract.

### Cancelation form

If you want to cancel the contract, please fill out this form and send it back.
Addressed on
I / we hereby revoke that from me / us concluded lease over: _____
Apartment-Nr: _____
Ordered on: _____
Received at: _____
Name of the tenant: _____
Address of the tenant: _____
Place / date / signature of the tenant: _____

The above-mentioned cancellation policy has been read in full and taken note of:

## House rules

Living in a large and international community, such as in our **i Live apartments complexes**, requires special care for each other. Nuisance and disturbance of the roommates in general are to be avoided. Every tenant is obliged to keep peace and must always behave considerately. Mutual respect, consideration and tolerance are indispensable prerequisites for a harmonious and balanced coexistence in the i Live apartment complexes.

### A. Living by i Live

- A.1 Living in the building is only permitted based on a valid rental agreement. The same applies to the use of all common rooms and the use of the underground car park and parking areas.

### B. Use of the rented accommodation

- B.1 The rented premises entrusted to the tenant for use must be handled carefully and protected from damage. The cleaning and care of the rented space is the responsibility of the tenant.
- B.2 The use of technical equipment in the rented space must be carried out according to the operating instructions provided.
- B.3 Floors, windows, doors, and the rented furnishings may only be cleaned with commercially available and suitable cleaning agents. Care instructions must be observed.
- B.4 Hygiene items, objects, or food waste that are likely to cause a blockage may not be thrown into the toilet or other drains.
- B.5 The use of corrosive drain cleaners is prohibited due to the danger they pose to the drains.
- B.6 Necessary repairs and defects must be reported immediately. The tenant is liable for any damages resulting from a culpable breach of their duty of care and notification.
- B.7 Doors and windows must be properly locked during storms and absence.
- B.8 If there is an infestation of pests in the rental premises, the tenant must immediately report it to the landlord's representative.
- B.9 The balcony may only be used in the usual manner, storage of garbage, junk and similar items, as well as its use as a storage and parking space (especially for bicycles, tires, etc.), is not permitted.
- B.10 Barbecuing on the balcony with open fire is not allowed.
- B.11 Water, electricity, and heat energy must be used sparingly. In case of longer absence, the tenant shall reduce the heating supply.
- B.12 The tenant shall ensure sufficient ventilation. During the heating season, several times daily shock ventilation is suitable for air exchange. Constantly leaving the window sash tilted causes significant energy losses, which should be avoided. Additionally, this can lead to moisture and mold due to resulting thermal bridges.
- B.13 Bicycles may not be stored in the living rooms or on balconies. If there is a special storage room for bicycles available, it must be used. Placing bicycles in the courtyard is also prohibited.

### C. Use of communal areas

- C.1 When using communal facilities that are accessible to all, they must also be treated with care and damage must be avoided. Personal belongings must be removed immediately after using communal areas and must not be left or stored there.
- C.2 Water, electricity, and heat energy should also be used sparingly in the shared areas of the building.
- C.3 Communal areas and their furnishings must be cleaned immediately after use. This also applies to technical equipment in communal areas. Stoves (including ovens), washing machines, and dryers in the central laundry room must be emptied and cleaned immediately after use (spilled detergent should be removed!).
- C.4 Garbage and waste may only be emptied into designated bins or garbage chutes. The relevant regulations on waste separation (organic waste, residual waste, paper bin, etc.) and our notices must be observed. Bulky or easily flammable waste must be disposed of in other ways. It is prohibited to store or leave rubbish and bulky waste beside the designated containers. Spilled liquids must be cleaned up immediately.
- C.5 Attaching posters, pictures, stickers, banners, signs, etc., to walls/ceilings in all communal areas is prohibited.
- C.6 All electrical devices used by the tenant must bear the CE conformity mark of the EU.
- C.7 Communal areas may be used for parties and celebrations only after prior consultation with the landlord's representative. Corridors and escape routes may not be used for parties and celebrations.
- C.8 The tenant is liable for all damages caused by them through fault, even in communal areas. If a request to remedy the damages with a deadline is unsuccessful, the landlord may have the damages repaired at the tenant's expense.
- C.9 The mailbox system will be labeled with the corresponding room numbers and the doorbell system with a list of tenants by the community manager. The affixing of name tags is not allowed to maintain the uniform appearance of i Live.

#### **D. Consideration & Quiet Hours**

- D.1 In our i Live apartment complexes, residents should have the opportunity to study or work undisturbed. Living together at i Live requires special consideration. Disturbing roommates is to be avoided. Noise, such as loud music, slamming doors, etc. should be avoided. Radio and television sets should be set to room volume.
- D.2 From 10:00 p.m. to 7:00 a.m. you are required to keep the night's rest in both residential and communal areas.
- D.3 Between 10:00 p.m. and midnight, communal areas may still be used for quiet activities, as long as they do not disturb other residents. Use of recreational facilities such as sports fields is generally not permitted after 10:00 p.m..

#### **E. Storage**

- E.1 Commonly used property and building areas spaces are to be kept free of private storage items. In particular this applies to corridors, stairwells, sanitary rooms, kitchens, TV rooms, balconies, as well as the open areas of the living complex.
- E.2 Highly flammable, harmful, dangerous, or foul-smelling substances/materials may not be stored on the property or in the building.

#### **F. Fire protection**

- F.1 Fire protection in the building is an important requirement. After moving in, the tenant is obliged to inform himself about fire safety precautions, escape routes, assembly points, and alarm options and to behave in such a way that fire is prevented. More details can be found on the corresponding notices and signs. Regular fire drills are carried out, and tenants will be informed about them in advance.
- F.2 Fire protection systems, especially smoke detectors, must not be damaged, manipulated, or restricted in their function.
- F.3 The improper use of fire extinguishers is prohibited.
- F.4 Parking bicycles, strollers, scooters, and other objects in the hallways, stairwells, or on the apartment complex's front courtyards is not permitted if it impedes escape routes.
- F.5 Fire doors must always be kept closed and should not be temporarily blocked.

#### **G. Motorized Vehicles / Parking Spaces**

- G.1 Only a valid parking space rental agreement entitles the tenant to use the parking space. The tenant is assigned a fixed parking space after concluding the agreement.
- G.2 Motorcycles, motor scooters, mopeds, and cars must be parked on rented outdoor parking spaces or in the garage.
- G.3 Visitor parking spaces are exclusively available to visitors for a limited period of time indicated at each parking space.
- G.4 Parking and fire brigade access routes must be kept clear at all times.
- G.5 Unauthorized vehicles parked will be removed at the expense of the respective offender.
- G.6 The German Road Traffic Regulations apply to the entire area of the complex.. Signs are to be observed and always followed. Every road user must behave on the site in such a way there is no danger or hindrance to others.
- G.7 Parking spaces may only be used by vehicles that are ready for operation and registered with the police.
- G.8 Where authorization certificates or stickers are issued to determine parking entitlement, these must be visibly displayed in the vehicle.
- G.9 The landlord assumes no liability for vehicle safety.

#### **H. Radio and television**

- H.1 Connection cables must be used to use the radio and television sockets. Manipulations with the connection socket are prohibited.
- H.2 The registration for televisions and radio services must be carried out by the tenant.

#### **I. Safety**

- I.1 For safety reasons, the main entrance door, floor or apartment entrance door, and all access points to the entire property must always be kept locked.
- I.2 Door keys/access chips must be kept safe and with care. In case of loss, the landlord's representative must be notified immediately. The tenant bears the cost of replacement and/or changing the lock.
- I.3 Candles and open flames are not allowed in the rented premises.
- I.4 Security-relevant areas, especially the main and side entrances of the building, may be secured with a video surveillance system to safeguard house rights, protect property and facilitate law enforcement. Appropriate areas are marked with pictograms.

#### **J. Right of access for the landlord**

- J.1 The landlord or a person commissioned by him may enter the rented premises with the tenant's consent and prior notice, if there is a legitimate reason. In case of imminent danger, access is permitted at any time and must be facilitated.

**K. Smoking/Smoking area**

- K.1 To protect non-smokers, all of our i Live apartment complexes are non-smoking areas. Smoking is therefore not permitted in the entire building, especially in common areas. This regulation applies in particular to e-cigarettes and shishas. Smoking is only allowed in designated smoking areas.

**L. Notice boards and information**

- L.1 Important information and news from the community as well as information and instructions from i LIVE will be posted on designated notice boards and in the i LIVE app.
- L.3 Access to the closed i Live community app will be granted to the tenant by a representative of the landlord after submitting the appropriate consent form.

non-binding reading guide

*Welcome to your object*

## Checklist

**Community- and Service contract**

**Declaration of consent i Live Community App**

### **Contract partner**

i Live Services GmbH

Julius-Bausch-Straße 50

73431 Aalen

### **Documents to be submitted**

- Community- and Service contract
- Declaration of consent i Live Community App

The documents must be received by us within five days together with the lease documents - preferably by means of a digital signature.

The conclusion of the service and community contract is a mandatory prerequisite for the conclusion of a rental contract.

The declaration of consent must be given in any case, even if no consent has been given.

## *i Live means community and joy of life*

**We want you to enjoy life in all its colors and facets. With us, everyone can be who they are and be part of our community. So that you can really enjoy this and concentrate fully on your new environment, your studies or your job, you get a lot of services at i Live that make your life easier.**

- Our **Community Manager** is the good soul of the house. If you have questions, need help or just someone to give you tips & info about the city, he is there for you.
- Your community manager will take care of your **safety** and **cleanliness** in your new home and will be happy to organize one or two **events** with you.
- Your Community Manager will receive your **packages** for you and let you know that you can pick them up.
- We lend many **household appliances & games** that you don't have to buy separately, such as iron and ironing board, tool box, vacuum cleaner, board games, game console, and many more. You can get all this at the Community Manager's office.
- Fancy some **urban gardening**? We invite you to plant, tend & harvest with us. Get in touch. In most cases we can make it happen. If available at the site.
- Your own **beehive** or **fresh eggs** from your own chickens? Our friends have already moved into many i Live homes. This is your chance to see these farm animals live. If available at the location.
- Our i Live app with chat function gives you the opportunity for further exchange & appointments with your roommates, book services and report damages.
- We make sure you feel comfortable in your **Community Areas**. You will find a foosball or pool table and TV in your lounge. You'll have everything you need in the fitness room, sports facilities and outdoor areas - if available at the location..
- You will receive your personal **Welcome Package**.
- You have the opportunity to help shape the i Live experience through our **surveys**.
- As an **i Live family member**, you benefit from our i Live Family Specials, such as family prices for our RIOCA hotels in Vienna, Munich, Stuttgart and Neu-Ulm.  
With the code "**ILIVEFAMILYSPECIAL**" you get 10% discount on the Best Flexible Rate in all our RIOCA Hotels.

The community and service contract with i Live Services GmbH

begins on \_\_\_\_\_ and ends on \_\_\_\_\_.

Please transfer the amount of EUR \_\_\_\_\_ directly to the following account immediately after signing the contract (at the latest one week before the start of the rental period).

Account holder: XXX  
IBAN: DE 123 XXXX  
BIC, Credit Institution: XXXX  
purpose: Service fee, Object XXX, first and last name, apartment no.

Early termination does not entitle the customer to a full or partial refund of the lump sum.

\_\_\_\_\_  
First, last name

\_\_\_\_\_  
place, date

\_\_\_\_\_  
signature

## Declaration of consent



### Get access to all i Live services and your community!

Housing, living, finding home - that's i Live.

The i Live app makes it even easier to organize living with us: Because here you can find all the info, all the news and all the events. A virtual meeting point where our community is connected, you get an info when you have received a package and can book services. It couldn't be easier.

To make all this possible, we need your consent according to the guidelines of the German Data Protection Regulation (DS-GVO). You can freely decide whether you want to give your consent or not. You will not suffer any disadvantages from refusing to give your consent or from revoking it. You can also revoke your consent in whole or in part at any time for the future. In the event of a revocation, corresponding data may no longer be used for the above-mentioned purposes in the future and must be deleted immediately from the corresponding offers. The legality of the processing carried out on the basis of the consent until the revocation is not affected.

### Declaration of consent

Yes, I consent to my first name, last name and e-mail address from the details of my rental agreement with i Live being entered within the i Live Community App by employees and partners of the i Live group of companies.

No, I do not agree to the above.

---

First, last name

---

place, date

---

signature

non-binding reading guide



## Data protection information according to Art. 13 DS-GVO on the occasion of registration and use of the i Live Community App

### **Who is responsible for data processing:**

i Live Group GmbH  
Julius-Bausch-Str. 50  
73431 Aalen  
Telefon: +49 7361 9412-0  
[info@i-live.de](mailto:info@i-live.de)

### **You can reach our data protection officer(s) at:**

Datenschutzbeauftragter  
Julius-Bausch-Str. 50  
73431 Aalen  
Phone: +49 7361 9412-353  
[datenschutz@i-live.de](mailto:datenschutz@i-live.de)

### **Purpose of data processing**

The i Live Community App makes it even easier to organize living with us: Because here you can find all info, all news and all events. A virtual meeting point where our community connects, you get an info when you have received a package and can book services. Access to the respective communities is only permitted to the tenants of your respective location, as well as to our employees who manage the respective community.

### **Legal basis**

- Data processing in the context of the registration of the Community App: Art. 6 para.1 lit. a, b DS-GVO.
- Data processing in the context of the use of the Community App: Art. 6 para.1 lit. b DS-GVO

### **Recipient**

First and last name as well as email address: Employees of the i Live Group as well as Animus GmbH & Co.KG, if you have previously consented to the processing of your data within the i Live Community App.

### **Storage period**

Your personal data will be deleted as soon as it is no longer required to achieve the purpose for which it was collected or in the event of revocation. This is the case when your registration on our neighborhood network is cancelled or modified. This occurs at the latest when you move out of the property you live in.

### **For more information, visit:**

<https://www.i-live.de/datenschutzhinweise/>