

Rental Agreement

Version: Rental Agreement 240519

The Tenant is aware that the employees of the Landlord are fundamentally not permitted to make promises or enter into any obligations which go beyond the content of this rental agreement or deviate therefrom. By making such promises or entering into such obligations, the employee exceeds his or her authority from the Landlord. This does not rule out the Tenant and a duly authorised representative of the Landlord mutually agreeing in writing to amend the rental agreement.

1. General rights of the Tenant

Until the end of the rental agreement, the Tenant is entitled to use the rented unit solely for the purposes of storage in conformity with the below contractual terms and conditions of the Landlord.

2. Acceptance of the unit

- 2.1. The Tenant must inspect the unit on handover and immediately notify any damage or contamination.
- 2.2. The Tenant is required to return the unit at the end of the rental period in the same clean and tidy condition in which it was accepted. The Tenant must clear the use of any cleaning materials to remove soiling with the Landlord in advance. The Landlord may not arbitrarily withhold permission.

3. Access to the storage premises and to the units

- 3.1. The Tenant has access to the storage premises and to his (her) unit during opening hours. The Landlord may also set opening hours specific to certain units in addition to the general opening hours. All opening hours may be changed at any time with 14 days' notice. The Tenant is not permitted to claim a reduction in rent against the Landlord for temporary interruptions to the supply of the unit or the premises with water, electricity etc.
- 3.2. Only the Tenant or a person authorised in writing by him (her) or accompanied by him (her) may enter onto the storage premises. The Tenant may revoke such authorisation at any time in writing. In such cases, it is recommended that the Tenant change his (her) access code. The Landlord is entitled, but not required, to demand identification from any person wishing to enter the premises and, if no appropriate identification is produced, to refuse entry.
- 3.3. The Tenant is required to lock his (her) unit and keep it locked during his (her) absence. The Landlord is not required to lock an unlocked unit.
- 3.4. In the event of imminent danger, the Tenant permits the Landlord or a person authorised by the Landlord to open and enter into the unit.
- 3.5. The Tenant is required to permit the Landlord to enter the unit at a time notified at least 7 days in advance if regulatory inspections are required or maintenance work and/or other mandatory works are necessary to ensure the safety or functionality of the facility and/or to extend/renovate the facility. If the Tenant does not comply with this obligation in good time, the Landlord is entitled to open and enter into the unit without further notice and, if necessary, to proceed in accordance with section 5.2.
- 3.6. The Landlord is entitled to open the unit without prior notice to the Tenant, to move the stored goods in accordance with section 5.2 and/or to make the necessary arrangements:
 - 3.6.1 If the Landlord has reason to believe that the unit contains prohibited items / goods in accordance with section 4 as a result of which danger to the surrounding units/area is to be assumed or the unit is not being used in accordance with the agreement.
 - 3.6.2 If the Landlord is legally required by the police, fire service or other authority to open the unit.
- 3.7. After leaving, the Landlord is obliged to securely lock with a suitable device and at his expense any unit which has been opened by him or a person authorised by him and to afford the Tenant access once more.

4. Use of the units and the premises by the Tenant

- 4.1. The Tenant warrants that the goods which are being stored in the unit are his (her) property or that the person(s) whose property they are has (have) granted him (her) power of disposal over the goods and permitted him (her) to store the goods in the unit.
- 4.2. The following may not be stored: The following may not be stored: Foodstuffs or perishable goods unless they are safely packaged, such that they are protected against pest infestation and do not attract vermin; Unpacked clothes (especially fur coats)
- 4.3. The Tenant and any other person who enters onto the premises or uses the unit with the Tenant or with the authorisation of the Tenant is forbidden from: 1. Using the unit or the premises in a way such that other tenants or the Landlord are or could be disturbed or negatively affected. 2. Performing any activity which breaches the terms of the insurance policy or which requires commercial or other regulatory approval. 3. Using the unit as an office, apartment or business address. 4. Attaching anything to the wall, ceiling or floor or making any other changes to the unit without the consent of the Landlord. 5. Permitting the escape of emissions of any kind from the unit. 6. Obstructing third parties or traffic on the premises in any manner whatsoever.
- 4.4. The Tenant is required to immediately notify any damage to the unit to the Landlord and to follow the instructions of staff.
- 4.5. The Tenant is not permitted to sublet the rented unit in whole or in part.

5. Alternative unit

- 5.1. If there is an important reason (e.g. necessary repairs, renovations, instructions from the authorities, imminent danger etc.), the Landlord is entitled to require the Tenant to clear the rented unit within 14 days and to move the goods to an alternative unit or storage area of comparable size.
- 5.2. If the Tenant fails to comply with this demand in time or more urgent action is required, the Landlord is entitled to open the rented unit and to move the goods to an alternative unit or storage area of comparable size. Where the Tenant has failed to open the unit in time, the removal will be at the risk and expense of the Tenant.
- 5.3. If goods are moved to a comparable alternative unit/storage area in accordance with section 5.1, the existing rental agreement remains in place on the same terms. There is no entitlement to revert back to the unit originally rented.

6. Deposit, rent, payment terms, default, transfer by way of security

6.1. Deposit

- 6.1.1. The Tenant is required to pay a non-interest bearing deposit of 6 weeks' rent on signing this rental agreement.
- 6.1.2. This deposit will be reimbursed without interest by the Landlord no later than 21 days after the end of the tenancy, but reduced by any sum required to:
 - 6.1.2.1 clean the unit, if the Tenant does not fulfil his (her) obligation under section 2.2 (rates for cleaning as appear on notices)
 - 6.1.2.2 repair damage to the unit or other equipment/goods on the premises caused by the Tenant or a person authorised by the Tenant.
 - 6.1.2.3 pay for arrears, debt collection expenses, interest on arrears, transfer costs and/or recycling/disposal costs for any items left behind by the Tenant.

6.2. Rent, minimum period, due date, payment

- 6.2.1. The level of the rent is set out in the rental agreement (see reverse). The minimum period is 2 (two) weeks and the billing period, unless otherwise set out on the reverse, is 4 (four) weeks.
- 6.2.2. The Landlord is entitled to adjust the rent following written notification to the Tenant by at least the annual increase in the CPI (consumer price index). This notification must be received by the Tenant at least 4 weeks before the rent adjustment comes into effect, specifying the time from which the rent will increase. Upon receiving such notification, the Tenant has a special right of termination which the Tenant must have exercised by 2 weeks before the effective date of the rent adjustment with effect from the time of the rent adjustment. The special notice of termination must be in writing.
- 6.2.3. The first rent payment is due at the start of the rental period and covers the first billing period. The following billing periods are due in accordance with the rental agreement
- 6.2.4. Payments are first set off against various costs and incidental expenses, then against interest and finally against the claim for rent.
- 6.2.5. Counterclaims of the Tenant may not be set off against claims of the Landlord unless the counterclaim has been the subject of a binding court decision or is not disputed by the Landlord.
- 6.2.6. Business customers who have declared the entitlement to deduct input tax on the reverse, declare their willingness to produce qualified proof at the Landlord's request that the area/unit(s) rented are used exclusively for purposes which entitle them under § 15 of the German VAT Act to deduct (full) input tax.

6.3. Default, non-payment of rent, statutory lien

- 6.3.1. If the Tenant does not pay the rent, the Tenant will be in default, unless the Tenant is not responsible for the delayed payment. In the event of default, the Landlord may charge default interest at the statutory rate (§ 288 of the German Civil Code). In addition, a processing fee for internal expenses (e.g. drafting correspondence, internal communication) in the sum of €5.95 will be due if a payment is more than 7 days overdue. The EL is allowed to prove that a damage has not occurred at all or is substantially lower than the processing fee. In addition, the Tenant must pay any debt collection costs e.g. debt collection agencies as well as legal fees.
- 6.3.2. If a cheque from the Tenant is not accepted by the bank or a direct debit authorised by the Tenant cannot be put through, the costs charged by the bank will also be due.
- 6.3.3. In respect of unpaid debts, and in exercise of his security right of the lessor, the Landlord is entitled to refuse the Tenant access to the premises and the unit and affix his own additional lock on the unit. These measures may be carried out regardless of whether the Landlord has terminated/dissolved the rental agreement or not. The exercise of this right does not affect the obligation of the Tenant to settle the outstanding claims of the Landlord.

6.4. Transfer by way of security, contingency measures, security right of the lessor

- 6.4.1. To secure the claims of the Landlord under the rental agreement, the Tenant assigns to the Landlord ownership of and all entitlements in all goods/items stored in the unit on the reference date or brought there at a later date ("collateral"). The transfer of ownership of the collateral comes into effect if the Tenant is in default of payment in whole or in part of a claim under and/or in connection with the rental agreement by more than 90 days (but at least one 4-week rental period) (= automatic ending of the rental agreement as per the rental agreement). The physical transfer of the collateral to the Landlord is replaced by the Tenant safeguarding the collateral for the Landlord free of charge (§ 930 of the German Civil Code). If the value of the securities in favour of the Landlord exceeds the claims of the Landlord by a total of more than 10%, the Landlord is required, at the demand of the Tenant, to release securities of the Tenant's choosing.
- 6.4.2. The possible contingency measures in respect of goods/items which remain in the unit after the end of the rental agreement can be found in the rental agreement.
- 6.4.3. The claims of the Landlord under the security right of the lessor are unaffected.

7. Termination of the rental agreement

- 7.1. The circumstances in which the rental agreement may be terminated are set out in the rental agreement. If termination occurs during a rental week, the notice period begins on expiry of this rental week.
- 7.2. Both parties have the right to terminate the tenancy without notice in writing for an important reason. An important reason grounding termination without notice by the Landlord includes in particular breaches of sections 4, 5 and 6 and if the Landlord ceases his business at the location of the unit for whatever reason.

8. Limitation of the liability of the Landlord for damages

Claims by the Tenant for damages as against the Landlord, irrespective of the type or legal basis, are excluded, unless the Landlord, his legal representatives, employees or agents have committed the breach of duty with intent or gross negligence. Where the breach of the material contractual obligation is due to minor negligence, liability is limited to foreseeable damage typical for the type of contract. A material contractual obligation in this sense is an obligation the fulfilment of which fulfilment of which is fundamental to the proper performance of the contract and compliance with which the Tenant regularly relies and may rely on. The limitation of liability does not apply to culpable fatal or personal injuries.

9. Insurance

- 9.1. The requirement to insure the stored items/goods is governed by the rental agreement.
- 9.2. The insurance cover taken out on the reverse only covers the period for which the insurance premiums have been paid by the Tenant in advance.
- 9.3. This insurance relationship is based on the value specified by the Tenant on the reverse. The Landlord has no opportunity to inspect the value stated and is not liable for any underinsurance.

10. No tacit renewal of the tenancy

If the Tenant continues to use the rented unit following expiry of the rental agreement, the tenancy shall not be deemed to have been extended. § 545 of the German Civil Code does not apply.

11. General contractual conditions

- 11.1. All written notifications of the Landlord or Tenant must be sent to the address listed in the rental agreement or to the last address of the Tenant/Landlord notified to the Tenant or Landlord. Both parties to the contract are obliged to notify immediately any changes to the address stated in the rental agreement to the other contracting party.
- 11.2. The rental agreement (rights and obligations) passes on to the legal successor on both sides. The Landlord may be replaced by a new Landlord without the consent of the Tenant by means of a change of contracting partner.
- 11.3. Only the terms set out in this rental agreement apply. There are no other additional agreements or verbal ancillary agreements.
- 11.4. The road traffic regulations apply on the Landlord's premises. All of the Landlord's instructions must be followed.
- 11.5. The sole legal forum is Munich, where both parties are business operators, public-law legal persons or special funds under public law.
- 11.6. Should a provision of this rental agreement be or become invalid, same does not affect the validity of the remaining contractual provisions. The parties undertake to replace the ineffective provisions with effective provisions which most closely approximate the commercial meaning.