

Rental agreement under German law - short stay (B2B; version 1.0)

This agreement was registered on Lento.eu with contract number {{ \$contractNumber }}

Between

@if (\$rentalParty['isCompany'])

1. {{ \$rentalParty['name'] }}, having its registered office and principal place of business in {{ \$rentalParty['city'] }} at {{ \$rentalParty['address'] }}, represented by:

FullNameRentalParty

hereinafter referred to as the **‘Host’**;

@else

2. @if (\$rentalParty['gender'] == "male") Mr @elseif (\$rentalParty['gender'] == "female") Ms @endif

{{ \$rentalParty['name'] }}

born on {{ \$rentalParty['dateOfBirth'] }}, residing in {{ \$rentalParty['city'] }} at {{ \$rentalParty['address'] }}, hereinafter referred to as the **‘Host’**;

@endif

and

@if (\$rentingParty['isCompany'])

1. {{ \$rentingParty['name'] }}, having its registered office and principal place of business in {{ \$rentingParty['city'] }} at {{ \$rentingParty['address'] }}, represented by:

FullNameRentingParty

hereinafter referred to as the **‘Tenant’** or **‘Intermediary’**;

@else

2. @if (\$rentingParty['gender'] == "male") Mr @elseif (\$rentingParty['gender'] == "female") Ms @endif

{{ \$rentingParty['name'] }}

born on {{ \$rentingParty['dateOfBirth'] }}, residing in {{ \$rentingParty['city'] }} at {{ \$rentingParty['address'] }}, hereinafter referred to as the **‘Tenant’** or **‘Intermediary’**;

@endif

1. Rented Object, Purpose of rent

1.1. The Host lets to the Tenant and the Tenant rents from the Host the @if (\$isFurnished) furnished @else unfurnished @endif accommodation(s) situated at:

@foreach (\$addressList as \$adres)

- de {{ \$adres }}
- @endforeach

as described in more detail in the Portal (the Rented Object), for the purpose that the Tenant makes the Rented Object available to employees, other staff or third parties for residential purposes. @if (\$hasCapacity) The Rented Object may be used by a maximum of {{ \$capacity }} persons. @endif

1.2. 2. The Tenant is entitled to use the communal facilities in the Rented Object (if available).
@if (\$isFurnished) The furniture and equipment present in the Rented Object are rented as described on the Lento portal. The Tenant undertakes to treat the Rented Object with care and to return it in full at the end of the tenancy. The rented items may not be removed or exchanged. @endif @if (\$isSnfCertified)
The Rented Object is SNF-certified. @endif @if (\$isAkfCertified)
The Rented Object is AKF certified. @endif
@if (!\$hasUtilitiesIncluded)
1.3. The Rented Object is rented without gas/heat, water and electricity (GWE). For this purpose, the Tenant must conclude his own energy/water contracts and bear the additional costs.
@endif

2. General Terms and Conditions of Contract / Provisions Referred to

2.1. The content of this contract is subject to the framework agreement between Lento and the Host, insofar as obligations arise for the Host from it.
2.2. The content of this contract is subject to the framework agreement between Lento and the Tenant, insofar as obligations arise for the Tenant from it.
2.3. The General Terms and Conditions of Lento (B2B) must be observed and complied with within the framework of the execution of this contract.

3. Start, Duration and Termination of the Tenancy @if(\$endDate != null)

3.1. The tenancy begins on the {{ \$startDate }} and runs until the {{ \$endDate }}.

@else

3.1. The tenancy begins on the {{ \$startDate }}.

@endif @if (\$noticePeriod == 0)

3.2. Parties cannot terminate the rent during the rental period. The right to extraordinary termination remains unaffected by this.

@else

3.2. In deviation from the statutory provisions, the tenancy can be terminated by the Host and Tenant with a notice period of {{ \$noticePeriod }} month(s) to the end of a month, despite its limited duration. The right to extraordinary termination remains unaffected by this.

@endif

3.3. Every termination must be in the form prescribed by law.

3.4. If the Tenant continues to use the Rented Object after the expiry of the rental period, the rent is not considered to be extended. Section 545 of the German Civil Code does not apply.

The Host is aware that the Tenant grants his subtenants the right to extend the sublease agreement by four weeks if the employment contract between the Tenant or at least a company affiliated with the Tenant and the subtenant expires. If this provision results in the sublease agreement continuing to exist until after the end of the period referred to in § 3.1, this agreement shall be extended for a period leading to the simultaneous termination of this contract and the sub-rental agreement. If this contract covers several locations, the extension will only apply to those locations that are sublet for a longer period of time on the basis of the aforementioned agreement.

3.5. If the authorities find that the accommodation of migrant workers in the Rented Object is not permitted, both the Host and the Tenant have the right to terminate the rent with immediate effect, without the parties owing each other damages or compensation of any kind.

3.6. The rented item must be returned cleaned and undamaged at the end of the rental period and with the return of all keys.

4. Rental costs, operating costs, costs for additional services

4.1. The rent is paid for the use of the Rented Object and the communal facilities that may be present in the Rented Object. The payment of the operating costs covers the costs incurred in accordance with § 2 of the Operating Costs Ordinance. In the event of an increase or new introduction of apportionable operating costs, the Host is entitled to apportion them within the framework of the statutory provisions.

4.2. Operating costs for heating and hot water are billed in accordance with the Heating Costs Ordinance (§ 2 BetrKV - Individual Standard (gesetze-im-internet.de)), unless the Tenant concludes corresponding contracts directly with the energy suppliers. In addition, the operating costs are apportioned according to the proportion of the rented area to the total rentable area.

4.3. The rent/operating costs/costs for additional services (see 4.4 below) are to be paid to the following account:

Owner: Lento Operations B.V.

Credit institution: RABOBANK
IBAN: NL38 RABO 0315 4013 70
BIC: RABONL2U

@if (\$contractPeriodLongerThenPaymentPeriod) 4.4. The costs of this agreement should be paid {{ \$paymentPeriod['en'] }} (payment period).

The Tenant must make the following payment for each payment period:

- Rent (cold) € {{ \$rentalPrice }}

@if ((float) \$servicePrice)

- Advance payment on operating costs (service costs): € {{ \$servicePrice }}

@endif @if (\$hasOtherCostsOfferPeriod)

- Costs for additional services as displayed on the Lento-portal: € {{ \$otherCostsOfferPeriod }}

@endif Total payment to be made by the Tenant every payment period € {{ \$totalPrice }},

in words: {{ \$totalPriceWord['en'] }} euro{{ \$hasVat ? ', excluding VAT' : '' }}. @else 4.4. The Tenant has to pay in total €{{ \$totalPrice }},

in words: {{ \$totalPriceWord['en'] }} euro{{ \$hasVat ? ', excluding VAT' : '' }}. @endif @if

(\$hasOtherCostsOnce)

In addition to the payment per payment period, Tenant has to pay a one-time amount of €{{ \$otherCostsOnce }},

in words {{ \$otherCostsOnceWord['en'] }} euro @if (\$otherCostsOnceHasVat) , excluding VAT @endif , for the one-time additional services as displayed on the Lento portal. @endif @if (\$hasOtherCostsYearly)

In addition to the payment per payment period, Tenant has to pay annually an amount of € {{ \$otherCostsYearly }},

in words {{ \$otherCostsYearlyWord['en'] }} euro @if (\$otherCostsYearlyHasVat) , excluding VAT @endif , for the annual additional services as displayed on the Lento portal. @endif

The total amount must be paid in advance no later than the third working day of the payment period. If taxes or duties are incurred for the transfer of the Rented Object due to local or regional regulations, these are to be levied by the Host in addition to the total amount and paid by the Tenant.

4.5. All of the provisions referred to in No. 4 are exclusive of the VAT attributable thereto, if and to the extent that this is incurred.

5. Value preservation/indexation

5.1. If the consumer price index for Germany (base 2020 = 100), published monthly by the Federal Statistical Office, changes by more than 5% compared to the level at the start of the lease or the level at the time of the last adjustment, there will be a change in the amount of the basic rent in the same percentage ratio to the index change from the beginning of the month following this change. The obligation to pay the amended rent occurs automatically in each case regardless of receipt of a written request from the beneficiary party. However, the party burdened by the rent adjustment is in default from the next month at the earliest after receipt of a request in text form from the beneficiary party.

5.2. If the basis for calculating the index referred to in paragraph 1 is changed or the index itself is abolished, the parties agree that the rent shall be linked to the comparable, other published price index of the Federal Statistical Office that comes closest to it economically, or, in the alternative, to the corresponding price index for Germany of the European Statistical Office in accordance with the above provisions.

5.3. The parties assume that the value retention provision under the Price Clause Act is effective. If this is not the case, the other agreements concluded between the parties will nevertheless remain valid. In this case, the parties will agree on a new, effective value retention regulation or a reservation of performance that comes as close as possible to the original clause from an economic point of view.

6. Contact Person/Responsible Person

6.1. 1. The contact person and responsible for all tenancy matters is the Host.

6.2. Unless otherwise agreed, the Tenant must contact the Host regarding all matters relating to the content of this rental agreement. Any notices of termination must be sent to both the Host and Lento.

7. Deposit @if (!\$hasDeposit)

7.1. A deposit is not owed by the Tenant.

@else

7.1. The Tenant must pay a rental deposit of {{ \$deposit }} EUR before the start of the tenancy. The deposit is paid into the account specified in § 4.3.

- 7.2. If the rental deposit is claimed by the Host during the duration of the tenancy, the Tenant is obliged to replenish it immediately.
- 7.3. If the deposit is not used or not completely used at the end of the tenancy, the remaining amount will be paid out by the Host to the Tenant no later than three months after the end of the tenancy.
- 7.4. The deposit does not bear interest and there is no VAT.
- @endif

8. Damage/Return of the Rented Object

- 8.1. The Tenant is obliged to treat the Rented Object as well as the facilities and facilities located therein with care and to adequately heat and ventilate the Rented Object in accordance with the technical conditions. The same applies to the common areas, provided that the Tenant also uses them.
- 8.2. The Tenant is responsible for any damage to the Rented Object, even if the damage was caused by his relatives, employees, collaborators, subtenants, visitors, suppliers and craftsmen.
- 8.3. Any damage or contamination to the Object and building outside the Rented Object that is caused and attributable to the Tenant, his relatives, employees, employees, subtenants, visitors, suppliers or craftsmen must be remedied by the Host without delay.
- 8.4. The Rented Object must be returned cleaned, cleaned and undamaged at the end of the rental period and with the return of all keys. If the Tenant violates this, the Host is entitled to have the cleaning carried out at the Host's expense.

9. Changes to the Rented Object

- 9.1. The Tenant may not make structural or other changes within the Rented Object or the facilities and facilities located therein that exceed the contractual consumption without the consent of the Host.

10. Condition of the Rented Object at the beginning of the lease, handover

- 10.1. Upon handover of the Rented Object, the parties will jointly draw up a handover protocol documenting the date of handover, the current condition of the Rented Object on that day and any defect remedy measures that the Host still has to carry out within a reasonable period of time in order to record the condition at the time of handover of the Rented Object. If and to the extent that the handover protocol does not contain any measures to remedy defects, the Tenant acknowledges the condition of the Rented Object as being in accordance with the contract and unreservedly suitable for the agreed rental purpose. If there are defects but there is no significant impairment of the use of the Rented Object for the contractually agreed purpose, the Tenant is not entitled to refuse to take over. This handover protocol is uploaded to the portal.

11. Liability of the Host, set-off, retention

- 11.1. The Host's strict liability pursuant to Section 536a (1) of the German Civil Code (BGB) for material defects existing at the time of conclusion of the lease agreement is excluded.
- 11.2. The Tenant can declare the set-off or assert a right of retention with a claim under § 536a BGB and for reimbursement of rent paid in excess due to a reduction. He can only offset or assert a right of retention with other claims if they are undisputed or have been legally established or are ready for a decision. If the Tenant's set-off or right of retention is permissible, he must notify the Tenant of it at least one month before the Host's claim is due. minste één maand voor het opeisbaar worden van de vordering van Verhuurder op de hoogte te stellen.

12. Cosmetic repairs

- 12.1. The Tenant is obliged to carry out the ongoing cosmetic repairs professionally and therefore also bears the costs of the cosmetic repairs. Decorative damage that is not attributable to rental use is excluded; these must be removed by the Host.
- The cosmetic repairs include, in particular, the painting or other re-treatment or cleaning of walls and ceilings, radiators, as well as the re-treatment of windows, interior and exterior doors. Cosmetic repairs are to be carried out if they are necessary due to the condition of the Rented Object.
- 12.2. The Tenant is obliged to bear the costs for minor repairs of those parts of the Rented Object that are frequently exposed to his access, such as installation items for electricity, gas and water, heating and cooking equipment, window and door locks, locking devices of shutters, roller shutters, awnings, blinds and any furnishings that are rented out as well, such as refrigerators, washing machines, insofar as the costs for the individual repair are 60.00 EUR and the costs for the Tenant annual expenses arising from this do not exceed 5% of the annual gross cold rent (rent plus ancillary costs excluding heating costs).
- 12.3. The Tenant must immediately notify the Host of any damage to the Rented Object.

12.4. The Tenant is liable to pay compensation for damage to the Rented Object as well as to the facilities and installations present in the Rented Object if and to the extent that it is caused by him or, in violation of the duties of care and care incumbent on him, by the persons belonging to his household, by his subtenants or third parties to whom he has left the use of the Rented Object, by visitors whose appearance is attributable to him, suppliers or craftsmen commissioned by him are culpably caused.

12.5. The Host is only obliged to carry out the cosmetic repairs if and to the extent that they are agreed in writing in this rental agreement or in a rental agreement addendum.

13. Entry of the rented premises by the Host

13.1. In the event of imminent danger, the Host, a person commissioned by the Host or both are entitled to enter the rented premises in order to determine and carry out the measures necessary to avert danger.

13.2. If the Host wants to sell the Object or if the tenancy has been terminated, the persons referred to in paragraph 1 above are entitled to enter the rented premises together with prospective buyers or Tenants for viewing by appointment with a reasonable period of time and at reasonable times.

14. Use of the Rented Object, subletting

14.1. The use of the Rented Object is only permitted within the scope of the contractually agreed purpose. Keeping animals in the Rented Object is not permitted. With regard to the keeping of small animals, the Tenant requires the prior written consent of the Host, which may only be refused for justified reasons.

14.2. The Tenant is not entitled to leave the use of the Rented Object to a third party without the Host's permission, in particular to sublet it, insofar as this is not intrinsic to the purpose of the contract (see § 1.1).

15. House Rules

15.1 The Host's house rules are an essential part of the rental agreement and are attached as an annex. The Tenant is obliged to comply with these house rules.

16. Applicable law

16.1. German law applies to the rental agreement. If a translation of this agreement is used and there are differences between the German-language agreement and the foreign-language agreement, the German-language agreement shall prevail.

17. Final Provisions

17.1. This contract contains all the provisions agreed between the parties regarding the tenancy. There are no oral ancillary agreements. Changes or additions to this contract must be made in writing (§ 126 BGB/126a BGB). This also applies to the waiver of the written form requirement.

17.2. If any provision of this rental agreement is void or voidable or invalid for any other reason, the remaining contract shall nevertheless remain effective. The parties are aware that, according to the case law of the Federal Court of Justice, a severability clause only leads to a reversal of the burden of proof. However, it is the express intention of the parties to maintain the validity of the remaining provisions in any case and accordingly to exclude the applicability of Section 139 of the German Civil Code in its entirety. In such a case, the contracting parties undertake to agree on a provision that comes as close as possible to your meaning and ensures a corresponding economic success instead of the void, voidable or invalid provision.

17.3. The Tenant is informed that in the context of the rental agreement, the data relating to the contractual relationship will be stored on data carriers and processed in accordance with the provisions of the Federal Data Protection Act.

@if (\$previousContract !== null) 18. Termination of adjusted Rental Agreement

18.1. The rental agreement between the Host and the Host with Lento contract number {{ \$previousContract['contractNumber'] }} will terminate with effect from the starting date as referred to in Article 3.1.

@endif

APPENDICES

The following annexes have been attached to this agreement:

- Internal Regulations

DRAWN UP AND SIGNED:

@if(!\$disableSigning) @endif

Host Tenant

Place: Place:

{{ \$rentalParty['city'] }} {{ \$rentingParty['city'] }}

Date: Date:

COMMON_SECTION:sign

Annex Internal regulations

It is mandatory to follow the lento.eu house rules below at all times.

- During your stay and at the end of the rental period, the accommodation will be checked on quality, safety, hygiene and damages. You are liable for all damage caused to the accommodation or to goods belonging to the accommodation during your stay, as well as for loss of inventory, excessive energy consumption and insufficient cleaning.
- The accommodation is handed to you clean @if (\$isFurnished) , furnished and equipped with standard inventory @endif. You are responsible for keeping the accommodation and if applicable the garden end/or the balcony, tidy and clean. Ventilate regularly, especially in the bathroom.
- Be frugal with gas, water and electricity. The maximum permissible temperature is 21 °C. If the heating is turned on, the windows and doors must be closed. Turn down the thermostat, if you have access to it, to 17 °C when leaving the residence or going to bed.
- Take your fellow residents and neighbours into account and do not cause noise nuisance. After 22.00 hrs till 7:00 hrs it has to be quiet in the accommodation as well as in the direct vicinity of the accommodation.
- It is not permitted to alter anything on, in or at the accommodation. Placing satellite dishes, an additional refrigerator, air conditioning, an additional washing machine, a heater or any other additional equipment is not allowed. It is not allowed to put nails or thumbtacks in the walls of the accommodation or to fill any additional shelves to the walls of the accommodation.
- For your safety the accommodation is equipped with fire prevention and firefighting equipment. It is forbidden to sabotage this, for instance, by placing plastic bags over the smoke detectors or removing the batteries.
- On the last day of your stay you have to leave the accommodation at the indicated time. On the last day of your stay you have to leave the accommodation behind clean and tidy. The accommodation has to be cleared of personal possessions and delivered (broom)clean. Do not leave dirty dishes, remove the bedlinen from the bed, clean the kitchen, refrigerator and any other electric equipment and place garbage bags in the containers. Any personal belongings left behind will be removed.
- Smoking is not allowed in the accommodation.
- Using, producing, dealing or storing narcotics in the accommodation is forbidden.

For houses

- As a resident you have to maintain the garden.
- Household waste must be offered according to the locations' household waste schedule.
- The windows must be cleaned every month.

For apartments

- The public areas must be left clean after every use.