

## Checklist for the rental agreement for an apartment

### *Which documents do I have to submit?*

- Signed rental agreement for an apartment.
- Direct debit authorization for the SEPA direct debit procedure. Only banks in European Union are permitted (Euro Currency).
- Right of withdrawal
- Data protection declaration / declaration of consent.

#### **For young professionals:**

- Copy of identity card or passport (front and back).
- Copy of the last two pay slips.
- Copy of the employment contract, if pay slips are not yet received.

#### **For corporate rentals:**

- Copy of the identity card or passport (front and back) of the authorized signatory (Managing Director or equivalent).
- Copy of the confirmation from commercial registry.
- Copy of the BWA for small businesses / self-employed.

### *How can i sign??*

#### **Digital signature**

- The documents can preferably be submitted using the digital signature via Adobe Sign.

#### **By post (optional)**

- Rental application including the attachments must be submitted in two exemplars of all 17 pages by post. It could be printed on both sides. Please do not staple it together.
- Both exemplars of the rental application including the appendix must be completed and signed.

Rental application must be returned **within five working days of receipt**. Incomplete or late rental agreements cannot be processed and will not be considered during apartment allocation.

Your i Live Rental Team



**Rental agreement for an apartment  
in the apartment complex**

”

between

(hereinafter referred to as the landlord)

and

Company (only for corporate rentals):

\_\_\_\_\_

Commercial register number (only for corporate rentals):

\_\_\_\_\_

Name:

Street:

Postcode/Town:

County:

E-Mail:

Phone:

(hereinafter referred to as tenant)

is concluding the following rental agreement for an apartment.

## Rental agreement for an apartment

### 1. Leased property and lease components

- 1.1. Landlord rents out the furnished property Nr. \_\_\_\_\_ located in „\_\_\_\_“, which consists of an apartment with kitchen, shower-bath, toilet and furniture, balcony or terrace – if available.
- 1.2. The rented property may only be inhabited by the tenant.
- 1.3. The above-mentioned property is rented out for temporary use. Based on that, the rental agreement is limited (refer to the section 2.1 of the contract). Allocation of the property is made available for the following purposes, as an example: taking up an employment relationship, working as an intern, participating in a further training measure; participating in retraining; taking up a teaching / research at one of the local universities, etc.)
- 1.4. Binding components of this contract are:
  - Privacy policy
  - Declaration of consent
  - Direct debit authorization for the SEPA direct debit procedure
  - Cancellation instruction/ Cancellation form
  - 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 of costs - when the leased property is returned.
- 1.6. The landlord must be notified of the loss of a key immediately. The landlord can request the tenant to replace the locking system, unless the tenant can prove that misuse of the key is impossible.

### 2. Rental period, handover of the apartment

- 2.1. The lease is temporary. It starts on \_\_\_\_\_ and finishes on \_\_\_\_\_.
- 2.2. During the term of the rental agreement ordinary termination (in accordance with § 573, 573a, § 573d Abs. 1, § 575a Abs. 1 German Civil Code (GCC)) by the tenant or landlord is barred. This does not exclude the right of both parties for extraordinary termination.
- 2.3. According to the statutory right to extraordinary termination, the parties have the right to special termination of the rental contract in accordance with Clause 6.1 and Clause 6.2.
- 2.4. If the rent starts on a Saturday, Sunday or public holiday, the rental item will be handed over to the tenant on the next following working day.
- 2.5. A corresponding protocol is kept of the handover of the apartment (“handover protocol”), in which any damage or functional impairment of the rented property is recorded.

### 3. Rent, graduated rent and flat-rate operating costs

- 3.1. The monthly rent („cold rent“) is: \_\_\_\_\_ EUR [ \_\_\_\_\_ ]

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3.2. Regardless of the actual consumption, the tenant pays compensation on the operating costs, which represent monthly addition of EUR [        ]  
 In total, the tenant has to pay monthly: EUR [        ]

3.3. With regard to the rental property, it is a rental contract with staggered rent according to § 557 GCC and a flat-rate operating cost. After the 1st year, the rent excluding charges increases by EUR and after the 2nd year by a further EUR. The duration of the scales is independent of the duration of the tenancy. During the term of the graduated rental agreement, the rent increase is based on the statutory provisions.

3.4. As part of the flat-rate operating costs according to Section 3.2, the tenant bears the operating costs according to § 2 Operating Costs Ordinance (OCO). In addition, to the operating costs for heating and hot water, tenant bears costs for electricity, TV and internet connection. The operating costs according to section 3.2 are allocated proportionally. Since the operating costs are covered by the flat rate mentioned in Section 3.2, the landlord is not obliged to prepare an operating cost statement. In addition to the operating costs contained in § 2 000, the tenant must pay the following other operating costs in accordance with § 2 No. 17 000:

- Security service costs
- Inventory security
- Fee for cleaning, care, maintenance and servicing of the data transmission devices and networks.
- Costs for supporting and operating materials (light bulbs, road salt, etc.)
- Costs of the communal kitchens and bathrooms cleanings
- Broom-clean handover

Costs for the operation, cleaning and maintenance of technical and mechanical facilities, elevators, underground parking, smoke alarms, drinking water tests, gutters, fire extinguishers, windows and facades and personal protective equipment. The landlord is entitled to carry out individual operating costs himself and to apply the costs of an equivalent service by a third party.

3.5. Since the electricity costs are included in the flat-rate operating costs, the installation and operation of additional electrical devices than those with which the apartment is equipped require the consent of the landlord. This also applies to all general electrical devices and small devices.

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

3.7. The landlord is entitled to pass on increases in operating costs to the tenant. The increase is proportionate and must be declared in writing, stating the reason for the increase ("declaration of increase"). The tenant is obliged to pay the increased operating costs for the first time in the month following the declaration of increase.

## **4. Payment of rent and flat-rate operating costs**

4.1. The rent and flat-rate operating costs are due for payment monthly, at the latest by the third working day of every month. Timeliness of the payment is judged based on the time when amount has arrived on the landlords account.

4.2. The debit takes place at the beginning of the rental contract. If the signing of the rental agreement overlaps with the creation of the SEPA, the advance payment of the rent will be debited on the 15th of the month and in the following months at the time specified in Section 4.1.

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- 4.3. The tenant is obliged to give the landlord the attached direct debit authorization (SEPA direct debit mandate). If the account is changed, this must be reported to the landlord immediately and a new direct debit authorization must be provided.
- 4.4. The valid SEPA data must be submitted to the Community Manager on the day of move-in at the latest.
- 4.5. The tenant must pay the costs incurred by the landlord due to any non-payment of the direct debit.

## 5. Rent security/Deposit

- 5.1. To secure tenant 's obligations under the rental agreement, tenant must provide security by paying deposit equal to the 3 monthly rental payments in accordance with section 3.1 (excluding flat-rate operating costs).

This corresponds to a total amount of: EUR [            ]

- 5.2. The landlord is not obliged to pay interest on the deposit (Section § 551 Abs. 3 GCC).
- 5.3. The tenant is obliged to transfer the deposit to the landlord's bank account no later than one week before the apartment is handed over:

**Account owner:**

**IBAN: , BIC:**

*Intended purpose: „Mietkaution            , Apartment Nr.            , first and last name of the tenant“.*

For the timely receipt of the deposit credit on the account is decisive. The tenant is also entitled to have the deposit debited one week before handover of the apartment through SEPA mandate or in extreme emergency on-site payment by credit card.

- 5.4. Handover of the apartment can only be possible after deposit is paid in full.
- 5.5. Tenant cannot set off rental payments against the deposit, or against claims of the landlord, unless those claims are undisputed or have been legally established.

## 6. Termination by the tenant, termination by the landlord

- 6.1. 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 considers the occupational situation of the tenant by granting the tenant a special right of termination in addition to the statutory extraordinary right of termination as follows:

- 6.1.1. *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.*

- 6.1.2. Termination notice according to the section 6.1.1 must be received by the landlord no later than the third working day of the calendar month with effect from the end of the month after following month.

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- 6.2. The landlord reserves the right to terminate the contract if:
- 6.2.1. Tenant has deliberately provided incorrect information in the rental agreement or in disclosure agreement, which in circumstance of the landlord knowledge would not result in signatory of the rental agreement (in particular: age information, information related to the studies and similar).
  - 6.2.2. Owner of the leased property claims to use it in the future by himself or provide it for use by relative within the paragraph § 15 of the tax code.
- 6.3. The application of § 545 GCC is excluded. If the tenant continues to use the rented property after termination or after the contract has expired, the tenancy will not be extended for an indefinite period.
- 6.4. Notice of termination must always be given in writing.
- 6.5. The contractual partners can terminate this contract extraordinarily and without notice in accordance with the statutory provisions. If the tenant violates the general rental conditions or the house rules, the landlord is entitled, under the conditions of §§ 543 and 569 GCC, to terminate the tenancy without notice if he has warned the tenant twice in writing within the last 4 months of such violations. Violations of the provisions of the general rental conditions and the house rules are contrary to the contract (Sections 541 and 543 GCC).
- In cases in which a certain use of the rental property is only permitted with the written consent of the landlord or according to a special contractual agreement, the conditions under which consent was granted and the provisions of the special agreements as components of this rental agreement and violations of this shall apply these provisions and conditions as use contrary to the contract. The same applies to any use that requires consent and is dependent on the agreement in the general rental conditions or the house rules.

## **7. Subletting**

- 7.1. The subletting or other full or partial transfer of the rental property requires the prior written consent of the landlord. The consent of the landlord can be made dependent on the payment of a flat fee for the services on the part of the landlord (for the creation of a sublease agreement, new lease agreement, additional cleaning, etc.).
- 7.2. The tenant is not entitled to allow third parties to use the rented property free of charge. An exception is made if the tenant is a legal person and the free or paid use of the rental property for employees is made for residential purposes and there is a direct link between the employment contract and the transfer of use (work / service apartment) exists, so that in the event of termination of the employment relationship, the transfer of use for residential purposes, whether against payment or free of charge, automatically ends. The tenant must immediately inform the landlord (community manager) about the transfer of use via the person of the respective employee by presenting the identity card.

## **8. Duty of care and cleaning, animals keeping and house rules**

- 8.1. The use of the rented property for purposes other than residential (example - for commercial purposes) is not permitted.
- 8.2. The tenant is obliged to treat and clean the rented property (including furniture, etc.) with care. The tenant must also handle the rooms assigned as common areas for shared use with care.

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- 8.3 The tenant is obliged to circulate the hot water for at least five minutes every 72 hours. The background is that legionella infestation can only be prevented with the cooperation of the tenant. In the event of an absence of more than three days, the tenant is therefore obliged to ensure that he or a person appointed by him runs hot water for five minutes at each fitting / tapping point in the rental property to prevent the risk of legionella (Drinking water ordinance of the Federal Republic of Germany).
- 8.4 Attachment of shelves, wall shelves, coat hooks and identical items using wall plugs, nails, power strips or the like is not permitted.
- 8.5 Change of the original paintwork without the landlord's permission is not permitted. Landlord can have the original condition restored by a specialist company at the tenant's expense.
- 8.6 The tenant is responsible for regular ventilation and heating of the rented property.
- 8.7 The tenant is obligated to clean external section of the windows and windowsills. If the tenant does not meet these obligations or does so only inadequately, the landlord is entitled to request the tenant to clean 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 expense of the tenant. This also applies to balconies, which must be freed from moss and weeds.
- 8.8 Keeping animals is prohibited.
- 8.9 The tenant is obliged to comply with the house rules, which are a binding part of this contract as an annex.
- 8.10 The landlord is entitled to unilaterally change the house rules if this is necessary for the proper management of the rental property and / or the communal facilities. The tenant must be made aware of the changed house rules. The landlord is entitled to close the communal areas, terraces, fitness lounge, etc. in the event of violation.
- 8.11 In the event of official or judicial orders or to comply with the health and safety regulations targeting tenants and employees, especially due to epidemics and the related circumstances, the landlord is entitled to restrict use or close completely common or communal areas (see also section 9.9).

## **9. Changes to the rented property**

- 9.1 Changes to the rented property, in particular additions, modifications, or installations, are not permitted.
- 9.2 Movable furniture [tables, desk chairs, etc.] must be left in the apartment. This also applies to a so-called facelift of the apartment inventory.
- 9.3 Name tags or identical items should not be installed on the door or nearby.
- 9.4 The tenant is not permitted to attach antennas or other receiving devices to the outside or inside of the rental property.
- 9.5 If the tenant violates his obligations, the landlord is entitled to have the leased property restored to its contractual condition at the tenant's expense after deadline set for the tenant to remedy the situation.

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### **10. Cosmetic repairs, scope of costs under tenant**

- 10.1. The tenant is obliged to carry out the cosmetic repairs required during the tenancy at his own expense.
- 10.2. The cost of replacing the filters in the apartment (exhaust air in the bathroom and recirculating air extractor hood in the kitchen unit) in the amount of EUR 30.00 must be borne by the tenant. The filters will be changed by the community manager when the apartment is handed over. The costs are offset against the deposit. For hygienic reasons, the mattress is protected by a boil-proof cover. This cover will be replaced by the community manager after apartment hand-over. The costs of 40.00 EUR will be offset against the deposit. In addition to the costs mentioned above, there is a fee of EUR 10.00 for the toilet brush, which will also be offset against the deposit.
- 10.3. During move-in tenant is obliged to pay one time community and service fee of 250,00 EUR to the i Live Services GmbH. This fee must be paid at the handover. The package includes various rental items. Exact content could be discovered at FAQ section on the website. It could be settled by credit/ debit card payment.

### **11. Defects, tenants obligation to notify and liability**

- 11.1. Shall there be there any insignificant defects, precautions against expected damage, or danger to the rental property, tenant must inform landlord immediately.
- 11.2. Tenant is liable for damaged caused by the duty of care and notification violation. This also applies to damage as a result of improper operation and treatment of the equipment and technical systems, as well as insufficient heating or ventilation, as well as insufficient protection against frost.
- 11.3. The tenant is also liable for the negligence of family members, visitors, sub-tenants, and all persons who are in the building or in the apartment with his consent.
- 11.4. The tenant undertakes to take provide sufficient coverage insurance against damage fort he rented property for the duration of the rental period, which also includes rented items. Evidence must be submitted at latest to the Community Manager at the handover.
- 11.5. If a deficiency must be remedied, the tenant is obliged to cooperate, as deficiencies in the apartment can often only be remedied if an inspection was carried out beforehand and the contracted craftsmen are given access to the apartment to remedy the deficiency. With cooperation, the following understanding applies:
- Appointments to remedy defects with a lead time of 3-7 days must be confirmed, planned for, and considered by the tenant.
  - Of course, the tenant can also provide apartments key to the community manager for the announced date to identify remedying defects and thus grant access to apartment for the same.
  - If the agreed date cannot be accommodated by the tenant, and he/she does not want to provide the key, tenant must immediately provide alternative date.

### **12. Liability of the landlord**

- 12.1. The landlord is not liable for the late provision of the rooms for contractual use, provided that he is not to blame for the untimely provision of use.



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- 12.2. The landlords' fault-based guarantee liability for initial defects in accordance with Section 536a (1) of the German Civil Code (GCC) is excluded - unless it involves injury to life, body, or health. Otherwise, the tenant can only claim damages for initial defects if the landlord is responsible for their existence or non-rectification.
- 12.3. The landlord, as well as his agents are liable for intent and negligence. Responsibility for light negligence is considered in the event of a breach of essential or typical obligations. This exclusion of liability does not apply to injury associated with body, life, health, freedom, or sexual self-determination that is based on a negligent breach of duty by the landlord or a respective representative. Furthermore, the exclusion of liability does not apply if the landlord has assured or guaranteed a certain property of the rental object or has fraudulently concealed a defect.
- 12.4. The exclusion of liability does not apply to damage for which the landlord has taken out insurance or for which the landlord can successfully recourse to a third party.

### **13. Right of access or inspection, as well as entry in case of the imminent danger or long absence**

- 13.1. Landlord and/or his representatives, who must identify themselves at the time of the inspection are entitled to inspect the leased premises from 09:00 until 12:00 and from 15:00 until 19:00 o'clock, if landlord has notified tenant at least one week in advance in text form. The reason for the inspection has to be communicated in the announcement.
- 13.2. The rental property may be inspected twice a year; it is permissible to the extent necessary for an important reason. In urgent cases (specially to avert danger to life and limb or to avoid significant property damage), access is permitted at any time.
- 13.3. Tenant is obliged at least once a year to grant access to the premises directly to the landlord or a commissioned third party (specialist company) based on the prior notice in a text form, whether on the spot or by providing key to the community manager, or designated third party, for example to readjust the radiators. If the tenant is not present or if the key is missing, the tenant grants a power of attorney for the right of access to the landlord or a third party commissioned by the landlord to grant access to the rented premises. The reason is that this measure can be a particularly urgent and significant measure.
- 13.4. The tenant must ensure that the rented premises can be accessed at any time during his/her absence (of at least one week) in urgent cases (in particular to avert danger to life and limb or to avoid significant property damage). To do this, he/she must ensure that he/she can be reached (by e-mail or telephone) to enable access himself/herself or via a representative.

### **15. Return of the rental agreement**

- 15.1. When moving out, the tenant must return the apartment with all the keys, including those he has procured himself (for the term "key", see section 1.5).
- 15.1.1. The parties agree on a preliminary acceptance, which must take place no later than six weeks before the tenant moves out. The landlord proposes two alternative dates to the tenant with a notice period of one week in writing, whereby the tenant is obliged to confirm a pre-acceptance date at least three days in advance. A protocol must be drawn up about the pre-acceptance date. The tenant must remedy the defects listed therein until the apartment is returned. Otherwise, the landlord is entitled to refuse the return and has the right to demand compensation from the tenant for the delayed return.

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- 15.2. The return of the apartment must be returned in a clean and undamaged condition and completely vacated, provided that the tenant has removed personal belongings from the rented premises.
- 15.3. Damage caused culpably by the tenant must be solved by the tenant before the handover of the apartment. Determinant of the condition is the handover protocol, signed by the tenant at the handover. Regarding damage that is not noted in the handover protocol, the tenant is aware that he is responsible for proving that he is not responsible for this damage.
- 15.4. Shall tenant return the rental premises before the end of the rental agreement he has no right for a reduction in the monthly rent.
- 15.5. The tenant must make an appointment with the community manager to return the apartment and the keys. The return can only be carried out during the opening hours of the Community Manager's office; the office is closed on Saturdays, Sundays, and public holidays. In this respect, the parties mutually undertake to draw up a handover protocol, which is provided by the landlord.
- 15.6. If the tenant fails to agree on the return date or if he does not appear on the agreed return date, the landlord can open, clean, and install new locks at the tenant's expense after a reasonable grace period set for the tenant has expired.  
The landlord's right to have new locks fitted does not apply if the tenant can prove that misuse of the key (s) that have not been returned is excluded. In this case, the apartment will be returned in the absence of the tenant. Any damage is documented photographically. The photos will be included in the return protocol, which will be sent to the tenant by email.

## **16. Internet access usage policy**

- 16.1. Internet access is granted - depending on the structural conditions - via WLAN or LAN access, which is provided by the specialized vendor. The tenant receives access information from the community manager.
- 16.2. Disruptions in internet reception do not constitute a defect in the rental property unless they are within the control of the landlord.
- 16.3. The tenant is prohibited from performing legally prohibited actions on the network and the Internet; In particular, violations of criminal law provisions and / or commercial property rights and personal rights, such as illegal music / video downloads or uploads, are prohibited.
- 16.4. In particular, the tenant is not permitted to do the following:
- the use or operation of file sharing networks (P2P),
  - the change or permanent storage of the IP address assigned by the firewall,
  - the operation of your own DHCP or DNS server,
  - the connection of your own access point or router to the existing network ports,
  - the investigation of the internal landlord's own network with illegal or legal tools for network analysis (sniffer / finger), this also includes tools for recording network content, etc.,
  - the use of a port scanner or
  - the implementation of network speed measurements.
- 16.5. The tenant must keep the personal user ID and the associated password confidential and not pass them on to third parties.

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- 16.6. The permanently installed access points must not be disconnected from the network, "pulling the plug" is only permitted if instructed by the administrator / support hotline. If an access point is disconnected from the network (plug pulled), an alarm is immediately triggered in technical support.
- 16.7. The landlord reserves the right to block internet access if the tenant violates the above conditions of use.

### 17. General Jurisdiction

- 17.1. The general provisions of the applicable civil procedure code apply.
- 17.2. Shall tenant have no general place of jurisdiction in Germany because he changes his residence abroad, or it is at the moment unknown for reasons for which landlord is not responsible – landlords place of jurisdiction is applied.
- 17.3. The tenant agrees to the storage and usage of his data, as far as this is necessary for the administration of the property and the execution of this contract.
- 17.4. Should any part of this contract be void or contestable, the validity of the rest of the contract will not be affected. In this case, the parties undertake to make an agreement regarding the legally ineffective part that comes closest to what the contracting parties would have agreed if they had known the ineffectiveness. The same applies to loopholes in the contract.

In the event of a delay due to the currently spreading coronavirus (SARS-CoV-2 virus Covid -19), the landlord is entitled for an extension. This applies regardless of the nature of the delay cause: let it be problem with appointments scheduling or absenteeism of the administration core. Tenant will not assert any claims related to the delays based on the circumstances mentioned above. Following also applies to the fact that landlord does not employ sick employees, taking a due care, because a risk of illness or infection cannot be ruled out based on specific indications.

Place, date

Aalen

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Tenant

Landlord

# 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 Konzerngruppe  
Julius-Bausch-Str. 50  
73431 Aalen

hereinafter referred to as "Company"

## 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).
  - b. 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.
  - c. 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

d. within the scope of your consent (Art. 6 Para. 1 lit. a GDPR)

With the i Live app, living with us is even easier to organize this is where you will find all the information, all news, and events. A virtual meeting point where our community connects, you get an information when you have received a package and even when you can book services.

## 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. 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).

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

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.

Your first and last name and email address, provided you have previously consented to the transmission of the data to the i Live Community App. The data will then be deleted in the event of a revocation, at the latest with the termination of the rental relationship between you and the i Live Group.

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).

Please contact:

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

The supervisory authority in Baden-Württemberg is the state commissioner for data protection and freedom of information in Baden-Württemberg.

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



## Declaration of consent

### Get access to all: i Live Services and your community!

Live, live, find a home - that's i Live.

With the i Live app, living with us is even easier to organize: This is where you will find all the information, all news, and events. A virtual meeting point where our community connects, you get an information when you have received a package and even can book services. It could not be easier.

For all of this to be possible, we need your consent in accordance with the guidelines of the GDPR. You are free to decide whether you want to give your consent or not. There are no disadvantages for you from the refusal of consent or its revocation. You can also revoke your given consent in whole or in part at any time for the future. In the event of a revocation, the relevant data may no longer be used for the above-mentioned purposes in the future and must be deleted from the corresponding offers immediately. The legality of the processing carried out based on the consent up to the point of revocation is not affected.

### Declaration of consent

- Yes**, I agree that my first and last name and email address from the details of my rental agreement with the i Live will be processed within the i Live Community App by employees and partners of the i Live Group.
- No**, I do not agree with the above.

First Name, last name:

Place, date:

Signature:

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READING EXAMPLE - PLEASE DO NOT PRINT



**Direct debit authorization for the SEPA direct debit requirement:**  
SEPA- enabled bank account

**I hereby authorize**  
- freely revocable at any time -

Paying tenant:

Apartment-Nr.:

Current address:

die

- Landlord –

represented by the

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

the payments to be made by me [rent (graduated 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:

Mandate reference:

(To be filled in by the landlord)

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.**

\_\_\_\_\_  
Place, date

\_\_\_\_\_  
Signature of the account owner

## Cancellation instructions /cancellation form

### Right of withdrawal

You have the right to cancel this contract within fourteen days without giving any reason. The cancellation period is fourteen days from the day the contract is concluded. To exercise your right of withdrawal, you must inform us - the X - by means of a clear declaration (e.g., a letter sent by post or e-mail) of your decision to withdraw from this contract. You can use the attached withdrawal form for this purpose, but this is not mandatory. To meet the cancellation deadline, it is sufficient to send the notification of the exercise of the right of cancellation before the cancellation period has expired.

Consequences of the withdrawal:

If you withdraw from this contract, we will give you all payments that we have received from you, including delivery costs (with the exception of the additional costs that result from the fact that you have chosen a different type of delivery than the cheapest standard delivery offered by us ) to be repaid immediately and at the latest within fourteen days from the day on which we received notification of your cancellation of this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless something else was expressly agreed with you; In no case will you be charged any fees for this repayment.

If you have requested that services or deliveries begin during the cancellation period, you must pay us a reasonable amount, which corresponds to the portion of the services already provided up to the point in time at which you inform us that you are exercising your right of cancellation with regard to this contract compared to the total scope of the services provided in the contract.

### Cancellation 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:

\_\_\_\_\_  
Place, date

\_\_\_\_\_  
Signature

## 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.

### B. Usage of the common areas

The rented rooms entrusted to the tenant for use are to be treated with care and protected from damage, among other things. the following applies to this:

- B.1 The rooms are to be kept in order by the tenants so that visitors can be brought in at any time.
- B.2 The use of the technical devices in the rental room must be carried out in accordance with the operating instructions issued for moving in.
- B.3 Floors, windows, doors, and the rented furnishings may only be cleaned with commercially available and suitable agents, natural wood must be treated regularly with suitable polishes. Care instructions are to be observed.
- B.4 No hygiene articles, objects or leftover food that are likely to cause blockage may be thrown into the toilet or other drains. Drain siphons are to be kept in a usable condition at the expense of the tenant.
- B.5 The use of corrosive pipe cleaners is prohibited because of the danger they pose to the drainage pipes.
- B.6 Washing or drying laundry in the rooms is not permitted.
- B.7 Doors and windows are to be kept properly locked in bad weather and in absence.
- B.8 Damage caused by negligence will be borne by the tenant.
- B.9 In the event of vermin infestation in the rented rooms, the tenant must immediately notify the community manager.
- B.10 The installation and operation of additional household appliances, in particular hotplates, washing machines, spin dryers, electric tumble dryers, refrigerators and (electrical) heat sources of any kind are prohibited.
- B.11 No clothes, suits, etc. may be hung in or in front of the windows. Liquids, rubbish, and the like must not be emptied or thrown out of the windows and from the balcony into the courtyard, the garden, on the roof or in the gutters.
- B.12 The balcony may only be used in the usual way, the storage of rubbish, junk, etc. as well as the use as storage and parking space (especially bicycles, tires, etc.) is not permitted.
- B.13 Grilling on the balcony is not permitted.
- B.14 Carpets, beds, blankets, upholstered furniture, and similar items should not be cleaned in the stairwell, out of the window or on balconies.
- B.15 Structural changes - even smaller ones - in the room, the building or the inventory are not permitted.
- B.16 The replacement of light bulbs or fluorescent tubes is at the expense of the tenant. When moving out, all light bulbs and fluorescent tubes of the same wattage must be handed over in a usable condition.
- B.17 Use water, electricity, hot water, and thermal energy sparingly. In the event of a longer absence, the tenant must reduce the heating supply and keep the windows closed.
- B.18 The tenant must ensure adequate ventilation. During the heating season, repeated daily burst ventilation is suitable for air exchange. Constant tilting of the window sash causes considerable energy losses, which must be avoided. In addition, the resulting thermal bridges can cause moisture and mold.

### C. Use of communal facilities

Common building facilities must be treated with care during usage. Personal items must be removed immediately after using the communal facilities and must not be left / stored there. This obliges the tenants to:

- C.1 The tenant must ensure that water and electricity are not used unnecessarily in the shared parts of the building. He also must prevent the unauthorized use of house facilities.
- C.2 The common rooms and their furnishings must be cleaned immediately after they have been used. This also applies to technical devices in the communal facilities. Cookers (including ovens), washing machines and

dryers in the central washing machine room must be emptied immediately after use (remove spilled detergent!).

- C.3 Garbage and rubbish may only be emptied into the designated bins or garbage chutes. The official regulations on waste separation (organic waste, residual waste, paper bins, etc.) must be observed. Bulky or easily flammable waste must be disposed of elsewhere. It is forbidden to store or put down rubbish and bulky waste next to the containers provided for this purpose. Spilled liquids must be picked up immediately.
- C.4 The affixing of posters, pictures and stickers, banners, lettering etc. to the walls / ceilings in all common areas is prohibited.
- C.5 The community manager provides the house mailbox system with the corresponding room numbers. The affixing of name tags is not permitted to preserve the uniform appearance of i Live.
- C.6 All electrical devices used by the tenant must bear the CE conformity mark of the EU.
- C.7 The common areas and may only be used for parties and celebrations after prior consultation with the Community Manager.
- C.8 Floor corridors and escape routes may not be used for parties and celebrations.
- C.9 Bicycles may not be parked in the living rooms and / or on the balconies. If there is a special storage room for bicycles, this must be used. The setting up of bicycles in the courtyard is also prohibited.

### D. Consideration & sleep

- D.1 In our i Live apartment complexes, the resident should have the opportunity to study or work undisturbed. Living together in i Live requires special consideration. Do not disturb roommates. Noise such as loud music, slamming doors, etc. should be avoided. Radio and television sets must be set to room volume. Footwear that generates a lot of impact noise, such as clogs, should be used with great care.
- D.2 Time period between 22:00 and 07:00 o'clock is considered as quiet time in the living area.
- D.3 In the common rooms, quiet period is from 20:00 to 7:00. Some common areas could be still used in the time between 22:00 and 24:00, considering that noise will not exceed room volume. Tenant can contact community manager to find out to which rooms this exception applies.
- D.4 Smoking is not prohibited. However, to accommodate non-smokers, smoking on balconies and terraces is allowed in designated time slots. We ask you to always take this into account and to limit tobacco consumption to the following times:  
6:00 a.m. - 9:00 a.m.  
12:00 p.m. - 3:00 p.m.  
6:00 p.m. - 12:00 a.m.  
Unrestricted tobacco consumption is permitted around the clock in marked open-air smoking areas.

### E. Storage

- E.1 Commonly used property and building areas are to be kept free of privately storage items. This applies to corridors, stairwells, sanitary rooms, kitchens, TV rooms, balconies, also for the open spaces of the living complex.
- E.2 Highly flammable, harmful, dangerous, or malodorous substances/materials must not be stored on the property or in the building.

### F. Fire safety

- F.1 Fire protection in the building is an important requirement. After moving in, the tenant is obliged to inform himself about the fire safety precautions, escape routes and alarm protocols and locations, and when required, to behave in such a way that fire is prevented. More information can be found in the relevant notice boards and instruction provisions.
- F.2 Fire protection systems must not be damaged or restricted in their function.
- F.3 The improper use of fire extinguishers is prohibited.



## Hausordnung

- F.4 The parking of bicycles, strollers, scooters, beer crates and other objects in the hallways, stairwells or on the forecourt of the apartment is prohibited.

### G. Vehicles / cars / motorbikes / parking spaces

- G.1 Only a valid rental agreement entitles the tenant to use the allocated parking spot. Provision of the official registration number is necessary to enter rental agreement and serves security precautions measures.
- G.2 Motorcycles, scooters, mopeds, and cars are to be parked on rented parking spaces or in the garage.
- G.3 Parking lot and fire service access points are to be kept clear for reasons of the fire safety and emergency services access requirements.
- G.4 Keeping the parking spaces, building entrance and sidewalks free of snow and black ice is the responsibility of the landlord.
- G.5 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 that there is no danger or hindrance to others.
- G.6 Insofar as authorization tickets or badges are issued to determine the parking authorization, these must be displayed in a clearly visible manner in the vehicle.
- G.7 The parking spaces may only be used by vehicles that are ready for operation and registered with the police.
- G.8 Parking of motor vehicles outside the marked parking spaces and unauthorized parking in the parking spaces are not permitted. Vehicles parked in the undesignated places will be removed at the owner's expense.
- G.9 Landlord does not guarantee safety of the vehicle.
- G.10 Vehicles with a valid rental contract must be parked at the allocated by the landlord parking spots. Violations of a general nature and violations leading to restriction of access for the rescue vehicles entitle landlord for removal of the vehicle at expense of the vehicle owner.

### H. Radio & 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 security reasons, the floor entrance door / apartment entrance door and all access options to the entire property must always be kept locked.
- I.2 Door keys / access chips are to be kept safe and with care. In the event of loss, the Community Manager must be notified immediately. The tenant bears the cost of replacement.
- I.3 If the key / access chip is lost, the landlord can have the lock changed at the expense of the tenant. He is not responsible for the fact that a key / access chip to the rented rooms is in unauthorized hands.
- I.4 The replacement of the lock is only allowed by the landlord or appointed by the landlord third party contractor.
- I.5 All common areas and main entrances to the building are under video surveillance. Corresponding areas are marked with corresponding pictograms.

### J. Right of the landlord to access.

- J.1 In the event of danger, access is permitted and enabled at any time.

### K. Smoking and smoking areas

- K.1 All of our i Live residential complexes are non-smoking. Smoking is generally not permitted in the building or premises. This rule also applies to e-cigarettes and shishas.

### L. Notice / Information / I LIVE BOARD & iLIVE APP

- L.1 Notice boards are provided for the informational purposes by I Live.
- L.2 Information for i Live tenants can also be found on the whiteboard. Community related information and news, in addition to the tips and additional information can be found in iLIVE APP.
- L.3 Access to the closed i Live Community App is provided to the tenant by Community Manager.