

**Rental agreement for temporary living space
(§ 549 Abs.2 Nr. 1 BGB)**

between

Regina Burgard-Flach

as landlord

Von-Rosen-Straße 12, 66482 Zweibrücken

und

Firma Muster GmbH

as tenant

Musterstraße 1, 12345 Musterstadt

The following rental agreement is concluded:

1. Rental object

The landlord rents to the tenant for residential use by the following person:

Felix Mustermann

and only for temporary use in the following apartment in

Von-Rosen-Straße 12, 66482 Zweibrücken, DE, on the 3rd floor consisting of

LIVING/DINING ROOM WITH KITCHEN AND UTILITY AREA, BATHROOM WITH SHOWER AND BATHTUB, BEDROOM.

The living area is about 87 m².

This information is not used to determine the rental object. The spatial extent of the rented object results rather from the number of rented rooms.

The rental object is fully furnished and equipped according to the appendix or the handover protocol.

Upon handover of the apartment, keys will be handed to the tenant in accordance with the handover protocol.

2. Rental period

(1) The minimum rental period is one month.

The rental agreement begins on **xx.xx.2023** and ends on **xx.xx.2023**.

(2) The apartment is rented out only for temporary use in accordance with § 549 Para. 2 No. 1 BGB. The Landlord shall in principle let the rented property exclusively for temporary use. There is a temporary special need on the part of the lessee, which is to be covered by renting the fully furnished leased object within the scope of § 549 Paragraph 2 No. 1 BGB.

The tenant confirms a temporary special need as follows: bestätigt einen vorübergehenden Sonderbedarf wie folgt:

Project work for the company X GmbH

(3) If the temporary need for accommodation continues beyond the agreed period of time due to changed circumstances, an extension of the tenancy can be considered. For this purpose, the lessee must inform the lessor of the reason for temporary use at least two weeks before the end of the lease. The landlord is not obliged to accept the new or updated reason for the stay and to continue the tenancy

(4) If the tenant continues to use the rental property after expiry of the lease term, the lease shall not be extended for an indefinite period. § 545 BGB is excluded.

3. rent

(1) The monthly rent amounts to a total of **1.480.00 €**.

This includes the net cold rent including the furniture surcharge, all additional costs including operating costs, heating, hot water, electricity and Internet costs.

The costs of cleaning the staircase are included in the operating costs, the tenant is responsible for the regular cleaning of the apartment. After moving out, the apartment will be thoroughly cleaned by professional staff, so that a constant standard of the apartment can be guaranteed. The costs for this final cleaning are charged to the tenant with **238,00 €**.

(2) For a rental period of more than 2 months, the monthly rent is **1.400.00 €**.

(3) If the tenancy agreement ends in a current month, a day-accurate billing is applied for this month. The daily rate is **49.50 €**.

(4) The tenant undertakes to ensure that electricity, water and heating are used properly.

The total rent also includes an internet flat rate. Further costs arising from the use of the Internet connection (e.g. chargeable or illegal downloads etc.) are to be borne by the tenant of the apartment and will be invoiced separately to the tenant if necessary. The landlord shall provide the tenant with the router and the access data for the WLAN connection. Both parties agree that the tenant is solely responsible for the use of the Internet connections and illegal Internet use. In the event of illegal use, the landlord may block the Internet connection without prior notice. In this case, the tenant shall not be entitled to a rent reduction. Further consumption costs directly related to the apartment shall be borne exclusively by the tenant.

4. rental payments

(1) The first rent is generally due two days before the rental relationship begins, but in any case before the handover of the rental object and amounts to **xxxx.00 €**.

If the tenant does not pay the agreed rent, there is no claim to handover of the leased property.

(2) In the following, the tenant pays monthly in advance, at the latest by the 1st working day of the respective month, to the landlord to the following account at Bank **xxxxxxxx**:

Account holder: Regina Burgard-Flach

IBAN: xxxxxxxx BIC/SWIFT: xxxxxxxx

(3) For the timeliness of the payment it does not depend on the dispatch, but on the receipt of the money by the landlord.

(4) The lessee has to pay a reminder fee of 5.00 Euro for each reminder / payment reminder due to late payment of the rent, unless the lessee can prove that the lessor incurred lower costs or no costs at all.

5. Security deposit

(1) The tenant provides the landlord with a security deposit of auf **xxxx.00 €** for the fulfilment of his obligations under this lease.

The security deposit is to be paid to the following account at Bank **xxxxxxxx**:

Account holder: Regina Burgard-Flach

IBAN: xxxxxxxx BIC/SWIFT: xxxxxxxx

(2) An agreed security deposit is to be paid with the first rental payment according to §4 paragraph 1. If the tenant does not provide the agreed rental security deposit, there is no claim to handover of the rental object.

6. Termination

(1) The tenancy is concluded for a limited period of time until the date specified in § 2. At this time it ends automatically without the need for termination. The lease is concluded for a limited period of time because the special circumstances according to § 2 paragraph 2, namely the purpose pursued by the tenant and recognizable to both parties as being temporary, as well as the imminent end of the contract have been determined and have become part of the contract according to the ideas of both parties.

(2) The right of the parties to extraordinary termination of the lease remains unaffected.

(3) If the tenancy ends through justified termination without notice by the landlord for good cause, the tenant is liable for the damage suffered by the landlord as a result of the fact that the apartment is vacant for a period of time after the tenant moves out or has to be let at a lower price. The liability is limited to a period of one month after the return of the apartment.

7. Use of the rental property

(1) The lessee is aware of the condition and age of the leased property. The lessee may only use the leased property for the contractually agreed purpose. Any further subletting or other transfer of use to third parties is expressly not permitted.

(2) Pets are not allowed in the apartment.

(3) Smoking is not allowed in the apartment.

8. Liability of the landlord

The strict liability of the landlord according to § 536a BGB paragraph 1 alternative 1 BGB for initial material defects of the rental property, which are already present at the time of conclusion of the contract, is excluded.

9. Maintenance obligation / structural changes

(1) The tenant undertakes to treat the leased object, the furniture and accessories as well as the common facilities, installations, areas and rooms with care and attention. The tenant undertakes to heat, clean and ventilate the leased property sufficiently and properly and to keep it free of vermin. The tenant shall be liable to pay compensation for damage and missing inventory within the scope of the statutory provisions.

(2) The tenant shall notify the landlord immediately of any defects in the leased object in order to prevent further damage. The tenant shall not be entitled to claim reimbursement of his expenses if he has not given the landlord the opportunity to remedy the defects beforehand, unless there was imminent danger.

(3) The tenant shall bear the burden of proof for the fact that he is not responsible for damage if the cause of the damage lies in an area of the leased property which is accessible only to him as a party to the lease.

(4) If the tenant is responsible for a damage, he is obliged to remedy it immediately. This means an appropriate compensation payment or the replacement of the damaged inventory.

(5) The tenant is not entitled to make structural changes to the rented rooms.

10. Entry of the leased object by the landlord

(1) In order to check the condition of the apartment, to determine the necessity of work that cannot be postponed, to read measuring instruments or for the purpose of selling the property, the landlord is entitled to enter the leased property together with craftsmen or prospective buyers after prior consultation with the tenant in good time.

(2) The landlord may also enter the property if there is a concrete danger for the leased property or other tenants.

(3) The tenant has to ensure that the landlord can exercise these rights even in the case of longer absences and will inform the landlord in advance in text form about longer absences.

11. Handover and return of the leased property

(1) At the time of handover and return, a protocol must be recorded in which the condition of the rental property is determined on the basis of a joint inspection by the contracting parties. The inspection protocol and the inventory list serve as an attachment to the rental agreement.

(2) At the end of the rental period, the rental object is to be returned free of garbage, cleaned, in a condition in accordance with the contract, with all furnishings and equipment and with all keys.

(3) Objects brought along by the tenant are to be removed.

12. Individual agreements

13. Final clauses

(1) Amendments and supplements to this agreement must be in text form to be effective.

(2) Oral collateral agreements do not exist.

(3) If individual clauses of this contract are or become invalid, the validity of the remaining clauses shall not be affected. In this case, the contractual partners shall replace the invalid clause by another clause which comes closest to the economic purpose of the omitted clause in a permissible manner.

(4) Place of performance and jurisdiction for all obligations arising from this agreement is the place of the apartment / Zweibrücken.

Annexes:

Place, date

Landlord signature

Place, date

Tenant signature