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

Checklist
Rental agreement for an apartment

What document do I have to submit

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

For students

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

Alternatively in individual cases:

For trainees / interns

- ☐ Training certificate / internship certificate

For young professionals

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

For companies

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

non-binding reading guide

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

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

Rental Agreement

in

"_____"

Between

Rental Pool "_____"
as trustee _____
represented by
XXX
Julius-Bausch-Straße 50
73431 Aalen

(hereinafter referred to as Landlord)

and

Name:

Street:

Zip Code / City:

Country:

Email:

Phone:

(hereinafter referred to as tenant)

non-binding reading guide

1. Rental Property and Components of the Rental Agreement

1.1. The landlord rents to the tenant the furnished apartment (rental property) with number _____, of the category *Apartment-category*

located in the building "_____" and consisting of an apartment with a kitchen, shower-bath, toilet, and furniture.

1.2. The rental property may only be inhabited by the tenant.

1.3. The rental property is rented out as an apartment in an apartment complex according to an occupancy concept; § 549 (3) of the German Civil Code (GCC) applies.

1.4. Binding components of this contract are:

- data protection information
- Direct debit authorization for SEPA direct debit procedure
- Cancellation policy / sample 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 upon return of the rental property.

1.6. The loss of a key must be reported to the landlord immediately. The landlord may require the tenant to replace the lock system unless the tenant can prove that the key cannot be misused.

2. Rental Period and Termination

2.1. The rental agreement is concluded for a fixed term.
It begins on _____ and ends on _____.

2.2. During the term of the contract, ordinary termination by the tenant or the landlord is excluded. This does not apply if the landlord bases the ordinary termination on reasons which also entitle the landlord to declare an extraordinary termination.

2.3. The right of both parties to extraordinary termination without notice is not affected by this, in accordance with the statutory provisions.

2.4. Due to the limited rental period in accordance with Section 2.1, ordinary termination by the tenant or landlord before the agreed rental period has expired is not permitted. However, the landlord shall take into account the specific life situation of the tenant - which may require an early termination/abortion of studies at the end of a semester - by granting the tenant a special right of termination in addition to the statutory extraordinary right of termination:

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

non-binding reading guide

2.5. The landlord reserves the right to terminate with legal notice (termination by no later than the third working day of a calendar month for the expiry of the following month), if

2.5.1. the tenant has intentionally provided false information in the rental agreement or self-disclosure, which in circumstance of the landlord knowledge would not result in signatory of the rental agreement (especially deliberately giving a false age, concealing a completed degree, providing incorrect information about income, etc.) or

2.5.2. the owner of the rented property claims to use it for themselves or for a relative within the meaning of § 15 of the Tax Code.

In addition, in the case of students and trainees, if

2.5.3. the tenant has not complied with his obligation to submit a certificate of enrollment pursuant to Sections 7.1 and 7.2 or has not complied with it in due time even after the Landlord has set a written grace period, or in addition, in the case of students and trainees, if

2.5.4 the tenant has passed the exam, bachelor's, master's, or other comparable degree or has definitely failed, unless the tenant immediately begins a second degree at a university in the location of the rental property (the start of the second degree must be proven by sending the letter of acceptance or the certificate of enrolment) or

2.5.5. the proof of education of the tenant expires.

2.6. The application of § 545 GCC is excluded. If the tenant continues to use the rental property after termination or after the contract has expired, the rental relationship will not be extended for an indefinite period.

2.7. The notice of termination can also be given in text form for the tenant. This can be done either via the homepage of the respective property in the tenant`s own user profile, via the i Live App or by e-mail.

3. Handover

3.1. A corresponding protocol ("handover protocol") is created for the handover of the apartment to the tenant, in which any damages or functional impairments to the rental property are recorded.

3.2. If the start of the lease falls on a Saturday, Sunday or a public holiday, the rental property will be handed over to the tenant on the next working day.

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

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

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

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4. Rent and flat-rate operating costs

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

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

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

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

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

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

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

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

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

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

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

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

non-binding reading guide

5.2. The tenant is obligated to grant i Live Immobilienverwaltung GmbH, as the landlord's authorized collection agent, the attached direct debit authorization (SEPA direct debit mandate) for the collection of the monthly rent and operating cost charges due. The claim remains a claim of the landlord. In the event of a change of bank account, the landlord must be notified immediately and a new direct debit authorization must be issued.

5.3. The valid SEPA mandate must be submitted to the community manager on the day of move-in at the latest.

5.4. The debit will be made at the beginning of the month. Should the signing of the rental agreement overlap with the SEPA creation, the 1st rent will be debited on the 15th of the month and in the following months at the time stated in item 5.1.

5.5. The tenant shall bear the costs incurred by the landlord as a result of any non-redemption of the direct debit.

5.6. The tenant may revoke the SEPA mandate for good cause.

6. Security deposit

6.1. To secure all the tenant's obligations under the lease, the tenant is required to provide security by paying a sum of money (deposit) amounting to 3 months' rent excluding flat-rate operating costs in accordance with clause 4.1. This corresponds to a total amount of: EUR [ ].

6.2. The landlord is not obliged to pay interest on the deposit (§ 551 para 3 sentence 5 GCC).

6.3. The tenant is obligated to transfer the security deposit immediately after signing the rental agreement, but no later than one week before the start of the apartment tenancy, to the following account of i Live Immobilienverwaltung GmbH, acting as the landlord's authorized collection agent:
Account owner: *see german original version*
IBAN: see german original version
BIC, bank: see german original version
Reference: Rental Deposit XXX, first and last name, ap. no
The credit to the account is decisive for the timely receipt of the deposit.

6.4. There is no entitlement to handover the apartment until the deposit has been paid in full.

6.5. The tenant may not offset due rent payments with the deposit. In addition, the tenant is not entitled to offset claims for the refund of the deposit against claims of the landlord, unless the tenant's claim is undisputed or legally binding.

7. Notification requirements

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

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

8. Subletting

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

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

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

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

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

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

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

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

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

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

9.6. If the tenant changes the original paint without the landlord's permission, the landlord may have the original condition restored by a specialist company at the tenant's expense.

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9.7. The tenant is responsible for regular ventilation and heating of the leased property.

9.8. The tenant is responsible for cleaning exterior windows, exterior windowsills, and balconies/terraces. Waste, open food, animal feed, or other attractants may not be stored on balconies/terraces. The tenant must ensure that balconies/terraces do not provide nesting or resting opportunities for pigeons or other animals. Balconies/terraces must be kept free of moss and weeds. If the tenant fails to meet these obligations or performs them inadequately, the landlord is entitled to request immediate cleaning within a reasonable deadline. If this deadline expires without result, the landlord has the right to have the necessary cleaning or pest control carried out by a third party at the tenant's expense.

9.9. The keeping of animals is prohibited, except for small animals. The keeping must be notified to the landlord in advance.

9. 10. The tenant is obliged to comply with the house rules, which are an integral and binding part of this contract.

9.11. The landlord is entitled to unilaterally amend the house rules if necessary for the proper management of the rental property and/or communal facilities. The amended house rules must be brought to the attention of the tenant. The landlord is entitled to close the common areas, terraces, fitness lounge, etc. in the event of violation.

9.12. The landlord is entitled to restrict the use of common areas or to completely close the common areas (see also clause 9.10) in case of official or judicial orders or to comply with health protection measures for tenants and employees, particularly in case of pandemics and resulting regulations.

10. Changes to the Rental Property

10.1. Changes to the rental property, especially structural modifications, installations, and renovations, are not permitted.

10.2. Movable furniture [tables, desks, chairs, etc.] must remain in the apartment. This also applies to any subsequent additions or modifications to the apartment's inventory.

10.3. Room doors must not be affixed with name tags or similar items.

10.4. The tenant is not permitted to install antennas or any other reception devices on the exterior of the rental property.

10.5. In case of the tenant's violation of their obligations, the landlord is authorized to restore the rental property to its contractual state at the expense of the tenant, after an unsuccessful deadline for remedy has elapsed.

11. Cosmetic repairs / small repairs / costs

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

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

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

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

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

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

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

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

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

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

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13. Landlords liability

13.1. The landlord shall not be liable for the timely provision of the premises for contractual use unless he is not to blame for the untimely provision of use.

13.2. The liability of the landlord for initial defects according to § 536a para. 1 of the GCC is excluded, unless it is a matter of injury to life, body or health. Otherwise, the tenant is entitled to damages for initial defects only if the landlord is responsible for their existence or non-removal.

13.3. The landlord and his agents are liable for intent and gross negligence. For slight negligence, they are liable only for the violation of essential or typical contractual obligations. This exclusion of liability does not apply to the violation of the body, life, health, freedom, or sexual self-determination, which are based on a negligent breach of duty by a legal representative or vicarious agent. Furthermore, the exclusion of liability does not apply if the landlord has assured or guaranteed a certain property of the rental object or fraudulently concealed a defect.

13.4. The exclusion of liability does not apply to damages for which the landlord has taken out insurance or for which the landlord can successfully claim recourse from a third party.

14. Landlord's right of entry

14.1. The landlord and/or his authorized representatives, who must identify themselves accordingly, have the right to inspect the rental premises between 9:00 a.m. and 12:00 p.m. and between 3:00 p.m. and 7:00 p.m., provided that the landlord has notified the tenant of the inspection at least one week in advance in text form. The reason for the inspection shall be communicated with the notification. In urgent cases (particularly to avert a danger to life and limb or to avoid significant property damage), accessis permitted at any time.

14.2. The tenant shall ensure that the rental premises can be accessed at all times, including during their absence (of at least one week), in urgent cases (especially to avert danger to life and limb or to prevent significant property damage). To this end, they shall ensure that they are reachable (via email or phone) to enable entry themselves or through an authorized representative.

15. Landlord's emergency master key

15.1. All properties of the landlord are generally equipped with an emergency master key, which is securely kept in a key safe. It will only be used in case of imminent danger (especially in the event of fire, flooding, disasters, etc.) after unsuccessful attempts have been made to contact the tenant. The tenant expressly agrees to this.

15.2. In the event that the tenant does not agree with this emergency master key regulation, they are free to install their own door lock to the apartment door at their own cost and risk for the entire rental period and to restore the original condition at the end of the rental period at their own cost and risk.

16. consent to video surveillance

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

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17. Return of the rental property

17.1. Upon moving out, the tenant shall return the apartment with all keys, including those procured by the tenant (see section 1.5).

17.2. The parties have the option of carrying out a voluntary preliminary inspection no later than four weeks before the tenant moves out. This offers the tenant the advantage of being informed of any defects in good time and being able to rectify them independently in order to avoid possible additional claims or additional costs at the final inspection.

17.3. The apartment must be returned in a clean and undamaged condition and completely vacated, insofar as the tenant has brought in items belonging to him.

17.4. Any damages caused by the tenant's negligence must be repaired by the tenant before returning the apartment. The apartment handover protocol signed by the tenant upon handing over the rental property shall be the determining factor for the state of the rental property.

17.5. If the tenant returns the rental property to the landlord of his own accord before the end of the contract term, he shall not be entitled to a reduction of the monthly rent.

17.6. The tenant must arrange an appointment with the landlord's representative for the return of the apartment and the keys. The return can only take place during the office hours of the Community/Facility Manager; the office is closed on Saturdays, Sundays, and public holidays. If the end of the tenancy falls on one of these days, the return must take place no later than the preceding business day. In this context, both parties are mutually obligated to prepare a handover protocol, which will be provided by the landlord.

17.7. If the rented property is in a condition contrary to the contract at the time of return, which cannot be restored by the time of re-letting, the landlord reserves the right to claim the loss of rent as damage.

18. Internet Access rules

18.1. Internet access is provided via WLAN or LAN access, depending on the building structure, which is provided by a specialized company. The tenant can obtain contact information from the landlord's representative.

18.2. Disruptions in internet reception do not constitute a defect in the rental property unless they are within the landlord's control.

18.3. The tenant is prohibited from engaging in legally prohibited actions on the network and internet; in particular, violations of criminal law provisions and/or commercial property rights and personal rights, such as illegal music or video downloads or uploads, are prohibited.

18.4. In particular, the tenant is in not permitted to do the following:

- use or operate file sharing (P2P) services
- change or store the IP address assigned by the firewall
- operate their own DHCP or DNS server
- connect their own access point or router to the existing network ports
- examine the internal network owned by the landlord with illegal or legal network analysis tools (sniffer/finger), including tools for recording network content, etc.
- use a port scanner, or

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- implement network speed measurements.

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

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

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

19. Final provisions

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

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

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

Place, date

Aalen, the

_____

_____

_____

_____

Tenant

Landlord

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Privacy Policy

according to Art. 13 and Art. 14 GDPR for Tenants / Prospective Tenants

(as of: 01/01/2025)

Trust is important, especially when it comes to your data.
For this reason, we consider it our responsibility to collect only the data that is absolutely necessary, to manage the data with due care, and to protect it from misuse. Below you will find information about the processing of your data in connection with the rental agreement and your associated rights:

1. Controller within the meaning of data protection law

i Live Group GmbH
Julius-Bausch-Str. 50
73431 Aalen

Further information about our company, details of authorized representatives, and additional contact options can be found in the legal notice on our website:
https://www.i-live.de/impressum
Represented by:
i Live Immobilienverwaltung GmbH
Julius-Bausch-Str. 50
73431 Aalen
or
i Live Services GmbH
Julius-Bausch-Str. 50
73431 Aalen

2. Data Protection Officer

Group Data Protection Officer, datenschutz@i-live.de, Julius-Bausch-Str. 50, 73431 Aalen

3. Type and purpose of the data collected and how we obtain it

We process the following data, which we either receive directly from you or during the rental initiation process, in order to establish and manage the tenancy:

- Salutation, first name, last name, postal/home address
- Date and place of birth
- ID card/passport number, date of issue, issuing authority
- Email address(es), phone number(s), mobile number(s)
- Specific tenant requirements for the apartment (e.g., accessibility, parking space)
- Occupation and income situation
- Bank account details (bank, account holder, IBAN, BIC)
- Open and pending (consumer) insolvency proceedings
- Where necessary, information on the condition and equipment of the apartment, e.g., during handover and return or when tenants report damages or defects
- Number of persons living in the household and the content of sublease agreements to prevent overcrowding and unauthorized subletting
- Amount of rent including any surcharges and operating costs, as well as the security deposit
- Payment data, especially rent, operating costs, and deposit, and any outstanding receivables
- Where necessary, correspondence related to the initiation, execution, and termination of the tenancy
- If the tenant occupies publicly subsidized housing: information from the housing entitlement certificate (WBS), whether the WBS is withdrawn from the tenant, and whether the tenant's use of the apartment complies with the WBS

We also process – insofar as necessary for fulfilling our obligations – personal data that we obtain from publicly accessible sources (e.g., debtor registers, land registers, commercial and association registers, press, internet) lawfully, or that is legitimately provided to us by other companies or third parties (e.g., credit agencies, rental service providers).

4. Legal basis for processing

Data is processed on the following legal bases:

4.1 To fulfil contractual obligations (Art. 6 (1) b GDPR)

Data is processed within the scope of renting apartments or parking spaces, or to carry out pre-contractual measures taken at your request.
You can find further details on data processing purposes in the relevant contractual documents.

4.2 Based on legitimate interests (Art. 6 (1) f GDPR)

Where necessary, we process your data beyond the actual fulfilment of the contract to safeguard our legitimate interests or those of third parties, in particular for:

- Determining creditworthiness or risk of default
- Assertion of legal claims and defense in legal disputes
- Prevention and investigation of criminal offenses
- Video surveillance to uphold property rights, protect property, and facilitate criminal prosecution
- Measures to ensure building and facility security (e.g., access controls)
- Measures to ensure property rights
- Risk management

4.3 Based on Your Consent (Art. 6 (1) a GDPR)

If you have given us consent to process personal data for specific purposes (e.g. transferring data to craftsmen, IT service providers), the lawfulness of this processing is based on your consent. Consent that has been granted can be revoked at any time.

4.4 Based on Legal Requirements (Art. 6 (1) c GDPR)

As a landlord, we are also subject to various legal obligations, i.e. statutory requirements, such as issuing landlord confirmations, fraud and money laundering prevention, fulfilling tax-related control and reporting obligations, as well as the assessment and management of risks.

5. Recipients or Categories of Recipients to Whom the Data May Be Disclosed

We may only disclose personal data of our tenants if legal provisions allow or require it, if the data subject has given consent, or if we are otherwise authorised to do so.
The data collected from the tenant will be passed on exclusively to the following third parties for the purpose of initiating, performing, or handling the existing tenancy, or due to legal obligations:

- Employees of the landlord or their authorised representatives,
- Employees of affiliated companies involved in the initiation, performance, or handling of the tenancy agreement,
- Third parties, insofar as necessary for the initiation, performance, or handling of the tenancy, e.g. craftsmen, (IT) service providers, lawyers, tax advisors or experts, as well as the building and liability insurer of the property/building/apartment and the members of the homeowners' association or its management and their employees,
- Public bodies responsible for securing housing that pay, have paid, or may pay the rent and/or deposit for the tenant or provide debtor counselling, concerning information about rental arrears, the tenant's ability to pay, or the deposit, as well as to prevent homelessness,
- Public authorities and institutions where a legal or regulatory obligation exists, e.g. the competent registration authority, the housing office in the case of publicly subsidised housing, or statistical offices such as for census purposes,
- Credit agencies for the purpose of checking the tenant's creditworthiness,
- Debt collection companies for the purpose of claims management,
- Prospective buyers of the property.

The data transferred by the landlord to third parties may only be used for the purposes stated above. Other data recipients may include entities to whom we are permitted to transfer personal data based on a balancing of interests.

6. Planned Data Transfer to Third Countries

No transfer to countries outside the EU takes place, nor is such transfer planned.

7. Your Rights as a Data Subject

You have the right to obtain information about the personal data we process relating to you. For information requests made in a non-written form, please understand that we may need proof from you confirming that you are the person you claim to be. You also have the right to rectification, deletion, or restriction of processing, where legally permitted. Furthermore, you have the right to object to processing within the legal framework. The same applies to the right to data portability.

8. Storage Period

Data collected for the purpose of initiating a contract will be deleted if the contract is not concluded and statutory retention or documentation obligations do not prevent deletion. During an existing contractual relationship, storage follows statutory retention regulations. After the end of the contractual relationship, data will be deleted after expiry of the statutory retention periods.

9. Right to Lodge a Complaint with a Supervisory Authority

You have the right to lodge a complaint with the competent data protection supervisory authority regarding our processing of your personal data. Please address complaints to: The State Commissioner for Data Protection and Freedom of Information Baden-Württemberg, Lautenschlagerstraße 20, 70173 Stuttgart.

10. Automated Decision-Making

Automated decision-making does not take place.

11. Notice on the Right to Object under Art. 21 GDPR

If data processing is carried out based on legitimate interests, you may object to the processing pursuant to Art. 21 (1) GDPR. The objection must be justified, and the reasons must relate to your particular situation. A purely subjective opinion that you oppose the processing is not sufficient for a valid objection.
The objection can be submitted informally with the subject "Objection," including your name, address, and date of birth, and should be addressed to the responsible party stated in the relevant section.

non-binding reference

Direct debit authorization for the SEPA direct debit

Requirement: SEPA capable bank account

I hereby authorize

Paying tenant:

Apartment-Nr.:

Current address:

the

[Mietpool XXX / adress]

- Landlord –

represented by the

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

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

Creditor ID:
Account owner:
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 within the Eurozone (currency: Euro) are permitted.
I am aware that i Live Immobilienverwaltung GmbH acts as the appointed management and collection agent of the *XXX* rental pool and handles the technical processing of the direct debit procedure.

_____ _____

Place, date signature account owner

Cancellation policy /cancellation form

Right of withdrawal

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

Consequences of withdrawal:

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

Cancelation form

If you want to cancel the contract, please fill out this form and send it back.

Addressed on

Rental Pool "_____"
as trustee _____
represented by XXX
Julius-Bausch-Straße 50
73431 Aalen

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 and parking areas.

B. Use of the rented accommodation

B.1 The rented premises entrusted to the tenant for use must be handled carefully and protected from damage. The cleaning and care of the rented space is the responsibility of the tenant.

B.2 The use of technical equipment in the rented space must be carried out according to the operating instructions provided.

B.3 Floors, windows, doors, and the rented furnishings may only be cleaned with commercially available and suitable cleaning agents. Care instructions must be observed.

B.4 Hygiene items, objects, or food waste that are likely to cause a blockage may not be thrown into the toilet or other drains.

B.5 The use of corrosive drain cleaners is prohibited due to the danger they pose to the drains.

B.6 Necessary repairs and defects must be reported immediately. The tenant is liable for any damages resulting from a culpable breach of their duty of care and notification.

B.7 Doors and windows must be properly locked during storms and absence.

B.8 If there is an infestation of pests in the rental premises, the tenant must immediately report it to the landlord's representative.

B.9 The balcony may only be used in the usual manner, storage of garbage, junk and similar items, as well as its use as a storage and parking space (especially for bicycles, tires, etc.), is not permitted.

B.10 Barbecuing on the balcony with open fire is not allowed.

B.11 Water, electricity, and heat energy must be used sparingly. In case of longer absence, the tenant shall reduce the heating supply.

B.12 The tenant shall ensure sufficient ventilation. During the heating season, several times daily shock ventilation is suitable for air exchange. Constantly leaving the window sash tilted causes significant energy losses, which should be avoided. Additionally, this can lead to moisture and mold due to resulting thermal bridges.

B.13 Bicycles may not be stored in the living rooms or on balconies. If there is a special storage room for bicycles available, it must be used. Placing bicycles in the courtyard is also prohibited.

C. Use of communal areas

C.1 When using communal facilities that are accessible to all, they must also be treated with care and damage must be avoided. Personal belongings must be removed immediately after using communal areas and must not be left or stored there.

C.2 Water, electricity, and heat energy should also be used sparingly in the shared areas of the building.

C.3 Communal areas and their furnishings must be cleaned immediately after use. This also applies to technical equipment in communal areas. Stoves (including ovens), washing machines, and dryers in the central laundry room must be emptied and cleaned immediately after use (spilled detergent should be removed!).

C.4 Garbage and waste may only be emptied into designated bins or garbage chutes. The relevant regulations on waste separation (organic waste, residual waste, paper bin, etc.) and our notices must be observed. Bulky or easily flammable waste must be disposed of in other ways. It is prohibited to store or leave rubbish and bulky waste beside the designated containers. Spilled liquids must be cleaned up immediately.

C.5 Attaching posters, pictures, stickers, banners, signs, etc., to walls/ceilings in all communal areas is prohibited.

C.6 All electrical devices used by the tenant must bear the CE conformity mark of the EU.

C.7 Communal areas may be used for parties and celebrationsonly after prior consultation with the landlord's representative. Corridors and escape routes may not be used for parties and celebrations.

C.8 The tenant is liable for all damages caused by them through fault, even in communal areas. If a request to remedy the damages with a deadline is unsuccessful, the landlord may have the damages repaired at the tenant's expense.

C.9 The mailbox system will be labeled with the corresponding room numbers and the doorbell system with a list of tenants by the community manager. The affixing of name tags is not allowed to maintain the uniform appearance of i Live.

D. Consideration & Quiet Hours

D.1 In our i Live apartment complexes, residents should have the opportunity to study or work undisturbed. Living together at i Live requires special consideration. Disturbing roommates is to be avoided. Noise, such as loud music, slamming doors, etc. should be avoided. Radio and television sets should be set to room volume.

D.2 From 10:00 p.m. to 7:00 a.m. you are required to keep the night`s rest in both residential and communal areas.

D.3 Between 10:00 p.m. and midnight, communal areas may still be used for quiet activities, as long as they do not disturb other residents. Use of recreational facilities such as sports fields is generally not permitted after 10:00 p.m.

E. Storage

E.1 Commonly used property and building areas spaces are to be kept free of private storage items. In particular this applies to corridors, stairwells, sanitary rooms, kitchens, TV rooms, balconies, as well as the open areas of the living complex.

E.2 Highly flammable, harmful, dangerous, or foul-smelling substances/materials may not be stored on the property or in the building.

F. Fire protection

F.1 Fire protection in the building is an important requirement. After moving in, the tenant is obliged to inform himself about fire safety precautions, escape routes, assembly points, and alarm options and to behave in such a way that fire is prevented. More details can be found on the corresponding notices and signs. Regular fire drills are carried out, and tenants will be informed about them in advance.

non-binding reading guide

House rules

F.2 Fire protection systems, especially smoke detectors, must not be damaged, manipulated, or restricted in their function.
F.3 The improper use of fire extinguishers is prohibited.
F.4 Parking bicycles, strollers, scooters, and other objects in the hallways, stairwells, or on the apartment complex's front courtyards is not permitted if it impedes escape routes.
F.5 Fire doors must always be kept closed and should not be temporarily blocked.

G. Motorized Vehicles / Parking Spaces

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

H. Radio and television

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

I. Safety

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

J. Right of access for the landlord

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

K. Smoking/Smoking area

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

L. Notice boards and information

L.1 Important information and news from the community as well as information and instructions from i LIVE will be posted on designated notice boards and in the i LIVE app.

Non-binding reading guide

i Live
Community

Welcome to your object XXX

Checklist

Community- and Service contract
Declaration of consent i Live App

binding reading guide

Contract partner
i Live Services GmbH
Julius-Bausch-Straße 50
73431 Aalen

Documents to be submitted

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

The documents must be received by us within five days using digital signature via Adobe Sign.

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

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

Community- and Service contract

i Live means community and joy of life

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

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

The community and service contract with i Live Services GmbH

begins on _____and ends on _____.

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

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

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

_____

First, last name

_____ _____

place, date signature

non-binding reading guide

Declaration of consent

Get access to all i Live services and your community!

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

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

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

Declaration of consent

> **Yes**, I consent to my first name, last name and e-mail address from the details of my rental agreement with i Live being entered within the i Live App by employees and partners of the i Live group of companies.
>
> **No**, I do not agree to the above.

_____

First, last name

_____ _____

place, date signature

non-binding reading guide

Data Protection Information

According to Art. 13 and 14 GDPR on the occasion of registration and use of the i Live App
(Status: 01.01.2025)

Who is responsible for data processing:

i Live Group GmbH
Julius-Bausch-Str. 50
73431 Aalen
Phone: +49 7361 9412-0
info@i-live.de

You can reach our Data Protection Officer at:

Data Protection Officer
Julius-Bausch-Str. 50
73431 Aalen
Phone: +49 7361 9412-353
datenschutz@i-live.de

Purpose of Data Processing

The i Live App makes living with us even easier to organise: here you'll find all information, news, and events. It is a virtual meeting place where our community connects, you receive a notification when a parcel has arrived, and you can book services. Access to the respective communities is restricted to tenants of your location and to our employees who manage that community.

Legal Basis

- Data processing in connection with registration for the i Live App: Art. 6(1)(a), (b) GDPR
- Data processing in connection with the use of the i Live App: Art. 6(1)(b) GDPR

Recipients

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

Storage Period

Your personal data will be deleted as soon as it is no longer required to fulfil the purpose for which it was collected or in the event of a withdrawal of consent. This is the case when your registration in our community network is cancelled or modified. This will occur no later than when you move out of the property you occupy.

You can find additional information at: https://www.i-live.de/datenschutzhinweise/

non-binding reading guide