

Application form for FLATmix GmbH & Co. KG33102 **Paderborn** Paderwall 1-5 Tel. 05251-68 28 0 **Fax 05251-68 28 110**33602 **Bielefeld** Kreuzstraße 1 Tel. 0521-52 333 333 **Fax 0521-521 76 95**57072 **Siegen** Koblenzer Straße 18 Tel. 0271-30 30 553 **Fax 0271-30 30 552****Hereby the applicant:**

company/institution:

surname/Christian name:

address:

post code, city:.....date of birth:.....

tel.:.....fax:

mobile:

e-mail:

authorizes FLATmix, according to the opposite general terms and conditions and unless otherwise agreed in written, to give proof of the opportunity to conclude a tenancy agreement and a contract of sale property:

it is searched for (unless for the above-mentioned applicant):

 Mrs. Mr. company

surname/christian name:

address:

tel/mobile:

fax/e-mail:

search for: apartment/flat house room/flat share other properties:.....number of rooms:.....

requested area:.....ready for occupancy:.....

When would you like to view the properties?.....

additional details in case of purchase purchase price, max:.....€**additional details in case of leasing** furnished unfurnished either

rent incl. additional costs,max:

profession:.....company:.....

only in case of temporary leasing local company:..... non-smoker commuter vehicle bus/railwayterm of lease from:.....to..... also long term

miscellaneous:.....

.....

.....

X.....
date/lieu/signature of applicantmethod of payment: bank transfer direct debit CCard**direct debit authorisation** Herewith i authorize FLATmix to debit the agreed commission in case of successful completion of your order.

bank/lieu:.....

bank code:.....account no.:.....

CCard: VisaCard EuroCard/Master

CCard-no.:.....security number:.....

(credit card security number on the back of the CCard in the signature block)

CCard account holder:.....

X.....

date/signature CCard-/account holder

General terms and conditions of the company

(in the following referred to as FLATmix)

1. In performance of the contract the applicant will receive updated offers of tenderers which were previously unknown to him/her. This may also be provided by telephone, fax or e-mail. All information the proposals contain about the property is provided by the respective tenderer or third parties. In spite of all care no liability can be accepted for incorrectness or incompleteness.

2. The offers are confidential and intended for the applicant only. Passing on of offers to third parties requires consent of FLATmix. The primal applicant remains to be the invoice recipient. Should the applicant already have knowledge of an offer he or she has to inform FLATmix immediately and give proof of it. FLATmix is entitled of being commissionable for the tenderer as well.

3. The finalisation of an agreement (verbal/written/notarial) for one of the offers submitted to the applicant or of an agreement with one of the acquainted tenderers has immediately got to be reported to FLATmix. In case a written tenancy agreement has been made FLATmix is directly to be provided with a single copy. According to our commission rates agreed upon the applicant is obliged to settle the commission fee in case of alternative deals as well as in case of subsequent deals. E.g., in case a tenderer announced by FLATmix and related to FLATmix' action gives the applicant the opportunity to conclude another agreement and this agreement is made, an alternative deal is on hand. As well, with respect to FLATmix having given proof of the tenderer's details, an alternative deal is existent in case the applicant concludes a contract with a legal successor of the tenderer or in case he or she acquires the property by purchase instead of renting it. A subsequent deal is on hand, e.g. in case the applicant acquires the property by purchase at a later date resulting from FLATmix having given proof of the tenderer's details. An additional commission is inapplicable in case the subsequent deal is agreed upon more than three years after the tenancy agreement has been made.

4. The commission claim is due and earned as soon as an agreement (verbal/written/notarial) has been made owing proof by FLATmix. With regard to the conclusion of a contract concurrent causation is sufficient for the arising commission claim. When leasing the commission fee amounts to 1,5 month's rent plus VAT. Unless the landlord/landlady has already separately declared additional charges, basis of calculation is the all inclusive rent. Later modifications of the rent have no influence on the basis of calculation of the affair agreed upon. In case the landlord/landlady has provided FLATmix with his/her offer for a rental period of less than nine months, the applicant is searching for accommodation for a rental period of less than nine months, and the effective rental period is shorter than/up to nine months, the commission fee is explicitly calculated in consideration of the terms mentioned under point 5 according to the opposite commission scale.

Upon a rental period of

up to 1 month	30 %	up to 6 months	105 %
up to 2 months	45 %	up to 7 months	120 %
up to 3 months	60 %	up to 8 months	135 %
up to 4 months	75 %	up to 9 months	150 %
up to 5 months	90 %	more than 9 months	150 %

(plus VAT)

5. The commission scale indicated for tenancy agreements up to a rental period of nine months, which is voluntarily granted by FLATmix, marks partial payment dates of the commission fee.

This scale does not apply and the full commission fee is due:

a) in case payment of the partial commission has not been settled within 14 days after the date of invoice or legal dunning proceedings have to be taken, or

b) in case the customer does not notify the conclusion of an agreement effected on behalf of FLATmix within two weeks after the contract has been concluded or after the real estate has been handed over indicating the rent and the intended rental period.

The same applies for alternative affairs, or

c) in case the rental period continues and a resulting further accrued commission is concealed, or

d) in case of permanent tenancy agreements.

6. No claims can be made against FLATmix in the case of an early termination of a tenancy agreement. According to the original contact FLATmix is entitled to receive the full commission fee.

7. In case of purchase of real estate the commission amounts to 3,57 % including legal VAT of the purchase price of the property according to the act of sale.

8. In case FLATmix is entitled to a purchase commission resulting from a later purchase of property which was rented initially and of which FLATmix had given proof of, the already paid commission on the rent will be fully taken in account.

9. Supplementary agreements are required in written form; in order to be effective verbal or written promises have to be confirmed in written by FLATmix.

In all other cases legal requirements apply.