

Terms and Conditions

1. My Home Agency Immobilien's contractor Cindy Schwörer van Laarhoven provides the contracting entity with currently available rental accommodations, which were previously unknown to the client, in writing (by post, in writing, fax or email) or a verbal conversation (in person or by telephone). If the client has been provided with the offer of an accommodation that he knows of, it has to be reported to My Home Agency Immobilien immediately, and give a proof on request. Otherwise, it is assumed that the evidence of a new and unknown property has been provided to the client. Despite all efforts, My Home Agency Immobilien can not be sure of the accuracy or completeness of an offer.

2. The client is obliged not to forward or maintain proposals to any third person, without the contractor's approval. By unauthorised transmissions the client for the fee, which would be asked to pay in case of a successful procurement.

3. In case leasing a quotation for a property of an announced client exists and is accepted by the contractor (oral or written), then the contractor has to be informed immediately, because the offer of another or an additional transaction is made as originally intended and the contractor is able to provide a proof of this transaction, then the contractor is illegally entitled with a commission according to the matched transaction. This applies especially in the case, when the client is given a different place to live from the same housing contractor than the one that was shown to him by the contractor. This does not constitute a tenancy nor does the contract come through because of other reasons, the client has to inform the contractor about it immediately. He declares that he has not used offered properties and landlord's data and does not intend to use it in future either.

4. The calculation basis for the commission is the all-inclusive rent specified by the provider, in case the landlord doesn't separately declare the additional charges. Subsequently, changes to the lease have no effect on the calculation basis of the completed contract. The additional costs which have been already declared separately, such as final cleaning, internet etc. are disregarded by the landlord.

The amount of commission specified is in the successful procurement case which consists of a 1.5 monthly rental plus VAT = 178.5% on the monthly rental fees. If the lease is shorter than 10 months, My Home Agency Immobilien offers clients voluntarily and out of consideration, with a shorter period of tenancy a deduction based on temporal rates. The corresponding scale is based on the actual length of the lease, the amount of commission is determined solely by the actual rental period and the total debt claim of 1.5 months' rental remains. With the commission table below, we give the customer the option to minimize the amount of commission on the actual contract period. As the corresponding amount is not established at the beginning of the lease, the calculation is usually made gradually. If here a preliminary pending period is exceeded, the corresponding difference will be calculated according to the schedule. In this procedure subsequent charges are in the process of adaptation to the actual course of time. They are not to evaluate as a commission for a new tenancy, nor the payment for a past period of time can be considered as a reward for an expired leasing agreement. Thus, if the real end of the contract extends beyond the current expected period, the previous calculation ultimately proves to be a surety to a final commission.

Scale of Commission

Up to 1 month	25 % plus VAT =29,75 %
Up to 2 months	40 % plus VAT = 47,60 %
Up to 3 months	55 % plus VAT= 65,45 %
Up to 4 months	70 % plus VAT =83,30 %
Up to 5 months	85 % plus VAT =101,15 %
Up to 6 months	100 % plus VAT =119,00 %
Up to 8 months	115 % plus VAT =136,85 %
Up to 10 months	130 % plus VAT =154,70 %
10 months onwards /unfurnished homes	150 % plus VAT =178,50 %

6. The offer of billing according to the scale of commission is available in the following cases which are promptly revised and replaced in favor of a flat fee of 178.50% on a monthly rent:

- a) If 14 days is recorded after the invoice receipt and payment is still not payed when issued a debit and no coverage was possible or in the case of a reclamation
- b) more blatant attempts to use the installment agreement to delay the payments
- c) any incorrect or omitted notification of a successful mediation or conceal the extension of the lease
- d) attempt to defraud

7. The fee applies immediately while signing a lease agreement(oral or written form) even if the tenancy starts at a later date. Installments are possible only in special cases and with the agreement of the contractor. The expected length of stay is calculated by the desired time of prospective tenants of contract and the length of time for which the rental was offered by the landlord.

8. A premature termination of the lease does not confer any claims against My Home Agency Immobilien. The claim of My Home Agency Immobilien is full after the originally agreed rental commission fee remains unchanged. If the landlord did not or can not fulfill his duty and obligations, which can be proved, this leads to a premature termination. In such cases there is a possibility of a claim on refunding a commission.

9. The contractor provides the client the opportunity to meet the landlord through his/her work as an informational broker, both the establishments of contact that is, the actual perception of the opportunity procured by the agent to inspection of the property and housing providers to enter into contract negotiations. These are solely the responsibility of the client. The mediator is not liable for the quality of the property even for promises of housing lessor, nor for damages which may come from the failure of a desired tenancy.

10. The data will be stored by the data protection law taking into account the tax and accounting obligations, and the Supreme Court concerning the commission claims. The data is not used for forwarding on or selling of data for advertising purposes.

11. The laws of the Federal Republic of Germany excluding the UN sales law is valid in such a case. Changes and additions must proceed in writing. This also applies to the waiver in written form. Verbal agreements to these contracts do not exist. As far as the client acting as or on behalf of a salesman the place of jurisdiction would be Mainz. In case one of these provisions should be or become invalid the remaining provisions shall remain unaffected.