

1. The coming home GmbH is engaged to arrange the renting of residential property or to establish the opportunity thereof. In fulfilling this engagement the client receives offers of tenancy previously unknown to him or her. The offers can also be made by telephone, e-Mail or by fax. Should the client already know of an offer then the coming home GmbH is to be informed without delay detailing the source.

2. A commission is payable to the coming home GmbH upon the conclusion of a rental agreement (oral or written/per internet). Extensions of a rental agreement are also subject to commission fee compulsory. In this respect the total renting period (renting period and extension) is brought in to calculate the commission fee.

Price List (State 01/2008)

Concerning a successful booking a commission fee is to be paid to the coming home GmbH as shown below:

Rental Period 1 to 7 months = 25% from the full rental sum

Rental Period from 8 months = 2 months rent

All prices are considered plus the effective legal value added tax.

3. The basis for calculating the commission is the rental sum including utilities, insofar as the lessor has already included utility costs in the rent. Later changes to the amount of the rent have no effect on the calculation basis of the performed engagement.

4. Cancellation or premature termination of the rental agreement do not establish grounds for any claims against the coming home GmbH. This does not affect the rights of the coming home GmbH to the full commission.

5. The client has a duty to inform the coming home GmbH without delay of the conclusion or non-conclusion of a rental agreement and to forward to the coming home GmbH a copy of the rental agreement.

6. The offers made are confidential and intended solely for the client's personal use. The offers made known to the client may not be used further by her/him without the permission of the agency even after expiry of the contract with the coming home GmbH. A renewed usage of the offers received by the client or the passing of these offers to a third party incurs a contractual penalty amounting to the commission payable under point 2 of this agreement. The right of the coming home GmbH to take further action in damages is reserved.

7. Should the offer of the agency lead to an additional rental agreement or an extension of the original agreement or should instead of the originally arranged or established rental agreement a different rental agreement be concluded, the coming home GmbH is entitled to the commission from the rental agreement actually (or additionally) conclude.

8. The offers are based on the information received from the lessor. Notwithstanding all due care the coming home GmbH is liable for the correctness or completeness of the information only when the resulting damage is due to the intention or gross negligence of the coming home GmbH. Likewise liability for damage as a result of taking a lease is only founded on the basis of intention or gross negligence.

9. The place of jurisdiction and place of performance of the contract is Berlin.

10. Later changes to the contract with the coming home GmbH are only valid with written agreement. Should one or more clauses of this contract be partially or totally invalid this does not affect the validity of the rest of the contract. The invalid clause is to be replaced by a regulation, which is assumed to conform to the will of the parties.