

Rental agreement for a motor vehicle parking space



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As landlord:

Liberty Living (Galileo Residenz) GmbH,
Fahrenheitstr. 19-25, 28359 Bremen,
represented by Brynne Middlemass-Dry

As tenant:

First name/surname:

Current address:

The following rental agreement is concluded:

1. Rental property

The landlord rents out a parking space to the tenant for the purpose of parking a car/motorcycle in the parking area of

Liberty Living (Galileo-Residenz) GmbH
Fahrenheitstr. 19-25, 28359 Bremen

2. Rental period

The tenancy begins on _____

It is entered into for an indefinite period and can be terminated by either party to this agreement at the latest by the third working day of a calendar month to the end of the next but one month.

Notice of termination must be made in writing.

If the tenant continues to use the rental property after expiration of the rental period, this does not extend the tenancy to an indefinite period. § 545 of German Civil Code (BGB) does not apply in this respect.

3. The monthly rent amounts to €URO 25,00.

4. Payment of rent

Rent is to be paid in advance, i.e. at the latest by the third working day of the respective month.

Rent is, as a basic principle, payable monthly in advance and shall be debited directly from the tenant's own current account or from a current account which is to be specified by the tenant. The granting of authorisation to collect payments by direct debit is a prerequisite for the conclusion of the rental agreement. The tenant is responsible for payment of any additional costs incurred due to non-payment of the direct debit.

The rent is to be paid (free of charge) monthly in advance onto the landlord's account:

Commerzbank
IBAN: DE81 8504 0000 0800 3345 00
BIC: COBADEFFXXX

Any bank charges incurred are to be borne by the tenant. The date on which the amount is credited is considered the date of payment.

5. Increases in rent

The landlord is entitled to increase the rent within reason in accordance with rents charged for comparable garages or parking spaces. The procedures outlined in §§ 558 et seq. of German Civil Code (BGB) need not be adhered to.

6. Intended use

The parking space may only be used for the purpose of parking petrol and diesel-fuelled motor vehicles in accordance with the regulations pertaining to the use of garages (Garagenbenutzungsordnung). The storage of objects including tyres, motor vehicle accessories and bicycles is only permitted with the prior consent of the landlord.

7. Liability/German road traffic regulations

The landlord is not liable for damage to parked vehicles and additional stored objects/property unless such damage is caused with intent or by gross negligence on the part of the landlord. The same shall apply in cases of theft and theft by breaking and entering. The tenant must promptly rectify damage caused by spilled fuel, oil or acids at his/her own expense and without the need to provide proof of fault on the part of the landlord. If the floor of the rental property is damaged, a renovation must be undertaken. The tenant is aware that snow and ice will not be removed and sand will not be strewn. The landlord does not assume liability for personal injury or damage to property. If a third party or object prevents the tenant from accessing or entering the parking space, the tenant is not entitled to the abatement of rent or to the assertion of claims for damages against the landlord.

The tenant is only entitled to park his/her own vehicle, a vehicle belonging to a family member or a vehicle belonging to a person living in the same household as the tenant in the parking space. It is not permitted to wash vehicles in the courtyard. The landlord is entitled to terminate this rental agreement without notice in cases of infringement.

German Road Traffic Regulations (Straßenverkehrsordnung) as well as police and official provisions must be

complied with. A prerequisite for the use of the parking space is that the parked vehicle is – at all times – covered by liability insurance, has a registration number (in accordance with § 23 of the German Road Traffic Licensing Regulations (StVZO)) and a valid vehicle inspection sticker (e.g. the German Technical Control Association (TÜV)). The vehicle must also be roadworthy. Parked vehicles which do not meet these conditions will be removed at the vehicle owner's expense.

8. Maintenance

The tenant undertakes not to allow a third party to use the parking space for his/her sole or partial use without the prior consent of the landlord. This applies in particular to subletting. Permission granted can be revoked by the landlord if an important reason is given.

9. Termination of the rental period

Upon termination of the rental period, the garage/parking space must be handed over in proper condition together with any keys, code keys or transmitters.

Place and date

Landlord

10. Independence of the parking space tenancy

The renting of a parking space is legally, economically and actually independent from the renting of an apartment in the same or any other property.

11. Other stipulations:

12. Changes and amendments to the contract

Changes and amendments to this contract must be made in writing. If an individual provision of this agreement is or becomes completely or partially ineffective, the legal validity of the remaining provisions remains unaffected.

Place and date

 Tenant