



Administration Contract Verwaltervertrag  
(Rental administration)  
(4 pages)

The following contract has been concluded between

\_\_\_\_\_

\_\_\_\_\_

Property owner of residential unit no. \_\_\_\_\_

- hereinafter referred to as owner -

.....

and

H&S Verwaltungsgesellschaft mbH  
Stuttgarter Str. 40, 12059 Berlin-Rixdorf  
CEO Horst Hüning

- hereinafter referred to as administrator-

**§ 1 Appointment and dismissal of the administrator**

1. Property administration commences on \_\_\_\_\_ and is of unlimited duration. The agreement may be terminated by either party by giving three months notice before the end of the calendar year.

**§ 2 General obligations and rights of the administrator**

1. The tasks and powers of authority are given in this contract.
2. The administrator is obliged to do all in his power in order to manage the property in relation to organisational / business matters, as well as regarding technology and maintenance. He is obliged to manage the property in the manner of a scrupulous businessman whereby he must comply with all legal regulations and contractual agreements.

3. The property administrator acts in principle for the owner and has also the authority to represent the owner vis a vis tenants, local authorities, third parties, companies and other bodies both singularly and before court in assets and liability matters. He has also power of authority in pending court proceedings against the owners.
4. The administrator is released from limitations as set by § 181 of the German Civil Code.

### **§ 3 Individual tasks of the property administrator**

The administrator must perform the following tasks in particular:

1. The closure and termination of necessary contracts and other legal transactions at his own discretion for with approval from the owner.
2. To select solvent tenants, to sign suitable rental agreements and ensure that all legal rent increases are implemented.
3. To take out and terminate all necessary insurance policies for the property.
4. To initiate repair and maintenance measures in agreement with the owner. Costs amounting to less than 500 € must not be approved of by the owner.
5. To ensure compliance with the house rules and to monitor the owners' obligations in accordance with legal stipulations.
6. To file all documents relating to the property correctly. The owner is to solely decide whether old invoices, banking or accounting documents should be destroyed.

### **§ 4 Further tasks of the property administrator**

1. To ensure that rents are paid promptly.
2. Rents are to be transferred to the owner's account
 

Bank	:	_____
Sort code	:	_____
Acc. No.	:	_____

All rental payments and other transactions are to made through this account

3. The annual financial statement for the account to be given to the owner by the fourth quarter of the ensuing year at the latest.

### **§ 5 Reimbursement**

The administrator will receive the following fees for his services:

1. The owner will pay a monthly fee of .....€ per rental unit for the services outlined in §2 and §3

The administrator has the right to offset the fees from the rents received.

2. Total fee on change of tenant

76.00 €

Further fees for

Commercial premises	15.00 €
Cellars and auxiliary rooms	15.00 €
Parking spaces	15.00 €

3. Reimbursement for special services

Comparative rent calculation / non price-maintained apartments; per apartment

46.00 €

Increase in utility fees 30.00 €

Extraordinary services will be provided upon agreement with the owner and invoiced according to actual costs; fees per hour at present:

Manager	61.00 €
Administrative staff	46.00 €
Trainee	28.00 €

4. All fees are liable to VAT.

5. The administrative fees do not include costs for lawyers and solicitors, court and surveyor expenses, banking fees, advertising expenses, rent for meeting halls etc. and will be invoiced separately.

## § 6 Further agreements

Should individual provisions of this contract become invalid as a whole or in part then the invalidity of any provision shall not affect any part of the remaining contract. In such case the parties shall be obliged to replace the invalid provision by way of mutual agreement with a provision that approximates the meaning and spirit of the agreement and serves the intentions of the parties to the contract.

- Place of jurisdiction: Berlin

Berlin, date, \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Horst Hüning  
H&S Verwaltungsgesellschaft mbH

Apartment owner