



**EXPLANATION IN ENGLISH ABOUT INFORMATION COMPULSORY STATEMENTS 4-2018  
(Erläuterungen für englischsprachige Interessenten über Informationspflicht und AGB)**

**SUPPLIERS IDENTITY**

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Phone: 030- 325 24 007, Fax: 030- 325 24 008, License/control authority, §16 MaBV/§34c GewO:  
District office, public order office, commerce, 10247 Berlin Friedrichshain-Kreuzberg, Germany  
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**ACCOMPLISHMENT OF THE ESTATE BROKERAGE CONTRACT**

By sending your request to our property offers, you agree to the published offer conditions. With receipt of the property details, your request to start our real estate brokerage services, your explicit written searching order or an order to sell or rent, a real estate brokerage contract originates.

**SERVICE, TERM, TERMINATION AND ACCOMPLISHMENT**

Jakobs real estate Agent renders, open-ended and terminable within a month period, the written proof/or brokerage. The single service bases the claim for the estate brokers commission, which a termination does not affect.

**COMMISSION**

Only if you conclude a rental, purchase or lease contract (Main Contracts) about the offered property, you commit yourself, to pay the commission to Jakobs real estate agent, incl. legally valid VA, due when the main contract is operative :

If not stated or agreed in writing differently, the estate brokers commission amounts and is paid by the following person:  
Purchase, re-purchase, Leasing: Seller: No commission Purchaser: 7.14% based on purchase price  
Flat rent: Tenant: No commission Landlord: 2.38 month cold rents  
Commercial rent: Tenant: 3.57 month cold rents Landlord: No commission  
In case of written, explicit, individual search order by the Flat tenant, the Flat Tenant pays 2,38 month cold rents

We are entitled, to work for the seller as well as for the Purchaser. If an operative main contract expires, based on dissolving reason, which the orderer of the estate brokerage contract is responsible for, commission claim is not affected.

You commit yourself to insert the commission clause in the bill of sale: "The buyer declares, that he/she pays to Jakobs real estate the commission of 7,14 % including V.A.T, due when the main contract is operative. "

**PROHIBITION OF DISCLOSURE OF INFORMATION**

The information, including the objects data, sent by Jakobs real estate, are determined only for the customer. The Customer is interdicted, to forward these information and objects to third Parties, without the prior written approval of Jakobs real estate. If the customer offends this obligation and if the third or other Party, to whom the third has disclosed the Information, concludes the main contract, the customer is obliged to pay the commission to Jakobs real estate.

**INFORMATION BASED ON THE PROPRIETOR**

Jakobs indicates that, Information passed on by Jakobs, originate from the proprietor or by his mandate and that Jakobs does not verify these information for their correctness. It's the matter of the client, to verify this information. Jakobs, who pass the information, assume no liability for the correctness.

**TERMS AND CONDITIONS + PRESCRIPTION + OTHER MATTERS + STATUE OF LIMITATION**

Jakobs liability is restricted to negligence and conditional intent, if the client does not suffer bodily injury or loses his life. Visit of the property take place at one's own risk.

The offer is subject to alterations, to prior sale or rental and is also valid, if brokered by phone or electronically. Intermediate contract formation, errors and omissions excepted. Especially for economic, juridical, building, trade and tax issues, dealing with real estate transactions, a professional, independent consultation, by third parties is recommended.

The limitation period for claim damages of the client to Jakobs come to 3 years and begin at the moment, the action caused the claim damages. If legal statute of limitation lead to shorter limitation periods for Jakobs, these are valid.

Main contract language is German. If Jakobs and the client are fully Qualified trades place of fulfilment and legal domicile is Berlin, Germany.

**CONSUMER PROTECTION**

The published property offer, our website or our written reply, informs the consumer about his legal cancellation right, information obligation details, the imprint informs about data protection regulations, before the conclusion of the contract.

Consumer information: Online quarrel settlement according to article. 14 paragraphs 1 ODR-VO:

The European Commission provides a platform for online quarrel settlement (OS) which you find here:  
[ec.europa.eu/consumers/odr](http://ec.europa.eu/consumers/odr)