

Contract for the rental of a Safe deposit box with the number: _____

1. Tenant

Surname:	First Name:		
Company:	Commercial register:		
Street, number:	Postcode/place:		
Country:	Place of birth:	date:	
E-Mail, telephone:	identified IDC	,PP	Nr.:
Nationality:	Authority:	valid until:	

2. Lessor

PfandBAR 23 & SchließBAR 23 GmbH, represented by the managing director Michael Roßbach, Tegernseer Landstraße 23, in 81541 München

3. Contractual object

- ✓ The object of the contract is the safe deposit box.
- ✓ The removable cassette.
- ✓ The tenant receives 2 safe deposit keys.

4. Payment due dates

To rent the safe deposit box, the tenant pays a monthly payment corresponding to the current price list of PfandBAR 23 - SchließBAR 23 GmbH that is valid upon conclusion of contract and available in the branch.

The lessor is entitled to make reasonable price increases. The tenant will be notified of price changes. For fixed-term contracts, the rental price is measured in monthly instalments and is to be paid in advance for the duration of the lease upon conclusion of the rental contract. For rental contracts of indeterminate duration, the rental price is to be paid in advance for one year, in each case on 1 January. If the contract commences during the year, payment for the current year is to be made in advance at the beginning of the contract on a pro rata basis. In the event that the safe deposit box is returned late, the tenant is to pay a fee on the 1st of each month amounting to a monthly instalment in accordance with the current price list for each month of delay commenced..

5. Payment methods, direct debit authorisation

The tenant grants the lessor PfandBAR 23 & SchließBAR 23 GmbH, creditor ID: DE67ZZZ00001956708, a direct debit authorization and a SEPA direct debit mandate and declares:

I authorise PfandBAR23-SchließBAR 23 GmbH to deduct the payment for my safe deposit box and the expenses associated with the rental contract from my account by direct debit when due until cancellation:

Account holder:	IBAN:
Signature:	

6. Contractual conditions

The contractual conditions of the lessor in their respective applicable version, the house regulations of the lessor, and his security regulations, which the tenant acknowledges by concluding this contract, apply to this contract.

In the event that the tenant uses general terms and conditions of business that conflict with the terms and conditions of business of the lessor, the parties agree that the contractual conditions of the lessor take precedence..

Date:	Signature, Tenant:
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Date:	Signature, Lessor:
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1. Contracting Parties, Subletting, Authorisation

1.1 A safe deposit box can only be rented by a customer of legal age. The provision of a safe deposit box to minors is excluded.
1.2 The rights under this rental agreement are not transferable. Subletting or transfer of use of the safe deposit box is not permitted. The same applies to the storage of third party items. 1.3 The contents of the safe deposit box are at the sole and unrestricted disposal of the customer. With the consent of the provider, the customer may authorise up to a maximum of 2 additional persons. The provider is entitled to refuse the admission of a person as an authorised representative and is not obliged to give reasons for the refusal. Authorisation is presented to the provider by a declaration of the customer on the authorisation document, as well as by providing the personal data of the authorised representative and their signature on the authorisation document. The provider is not obliged to check the identity and legitimacy of authorised representatives. An authorisation granted may only be revoked in writing to the provider with effect for the future.

2. Term and termination

2.1 A safe deposit box rental agreement concluded for a definite term ends with the expiry of the term for which it was concluded.
2.2 A rental agreement concluded for an indefinite period of time may be terminated by either party at any time, without giving reasons, with 4 weeks' notice to the end of the month. Notice of termination must be given in writing; declarations by email or fax are not sufficient.
2.3 The right to termination without notice for good cause remains unaffected. In particular, the provider may terminate the rental agreement without notice in the event that the safe deposit box is sublet or the obligation under clause 3.1 is breached or the customer is in arrears with more than two months' rent due or is in arrears with liabilities arising from this agreement which exceed an amount of 2 months' rent.

3. Subject matter of the agreement

3.1 The safe deposit boxes and the boxes contained therein may only be used to store securities, deeds, precious metals, precious stones, jewellery and comparable objects that do not pose a risk to life or health or to the building and cannot cause contamination. The provider is entitled to demand inspection of the contents of the safe deposit box at any time in order to ascertain compliance with the obligation to use the safe deposit box in accordance with the agreement. Refusal to allow inspection shall entitle the provider to extraordinary termination of the safe deposit box rental agreement with immediate effect.

3.2 The customer is obliged to treat the safe deposit box and box with care.

3.3 The customer is liable for any damage caused by non-compliance.

4. Access to the safe deposit box & responsibility for the keys

4.1 The customer has access to the safe deposit box during the provider's opening hours.

4.2 The customer is obliged to comply with the provider's building rules.

4.3 The safe deposit box is locked by the customer and can only be opened or locked by the customer. The customer shall receive two keys for the safe deposit box upon conclusion of the rental agreement. The customer is solely responsible for the safekeeping of the keys. The costs incurred in connection with the loss of keys shall be borne by the customer. In the event of loss of a key, the customer is obliged to notify the provider immediately, who will arrange for the lock to be replaced and new keys to be cut. The customer is liable for all damages caused by negligence. The customer shall be notified of the date on which the safe deposit box will have to be opened to replace the lock.

5. Termination of the rental agreement

5.1 Upon termination of the rental agreement, the customer or an authorised representative of the customer shall, without being asked to do so, return to the provider all keys to the safe deposit box, as well as the box belonging to the safe deposit box, emptied and in a usable condition within the provider's business hours at the end of the agreement.

5.2 If the customer does not comply with the obligation to vacate the safe deposit box and return the keys even after a written request by the provider within a set period of time, the provider is entitled to have the safe deposit box opened 4 weeks after sending the request without involving the customer and without legal proceedings. The opening shall take place in the presence of two representatives of the provider and a record shall be made of the contents of the safe deposit box. The costs incurred by opening the safe deposit box shall be borne by the customer. Until the safe deposit box is opened, the customer is obliged

to pay the rental fee. The provider may recover damages from the contents of the safe deposit box on account of all claims arising from the rental agreement and its termination. The provider is entitled to choose the items to use to satisfy the costs.

In all other respects, the items shall be sold in accordance with the provisions of the German Civil Code (Bürgerliches Gesetzbuch). The provider may store the unsold items and any remaining surplus in another secure place or hand them over to a state depository. Insofar as the deposit of the contents of the safe deposit box by the court is inadmissible and it is not possible to do this, the provider may destroy them after prior warning and with a record being kept.

6. Liability of the provider and insurance

6.1 The provider shall only be liable for damages in the event of intent, gross negligence and fraudulent intent. In the event of simple negligence, the provider shall only be liable for damages arising from injury to life, limb or health, as well as for damages arising from the breach of a material contractual obligation (an obligation the fulfilment of which makes the proper performance of the agreement possible in the first place and on the observance of which the contractual partner may regularly rely). In the latter case, the liability of the provider is limited to the compensation of the foreseeable, typically occurring damage. The provider accepts no liability for damage due to force majeure (natural disasters, strike, seizure, confiscation, etc.). The provider is not liable for objects brought into the safe deposit box contrary to the terms of the agreement. The provider is not liable for sentimental or commemorative value. The provider shall not be liable for consequential risks, such as the risk of misuse, replacement of locking systems in the event of loss of keys, etc., which the customer keeps in the safe deposit box.

6.2 The safe deposit box is insured by the provider against fire (fire, lightning, explosion) burglary, vandalism in the event of burglary and robbery within the business premises. The minimum insurance is €5,000.00 per safe deposit box. The insurance can be customised. The fair market value is refundable; sentimental or commemorative value is not refundable, nor are risks of misuse and other consequential risks in the event of loss of keys which the customer keeps in the safe deposit box. It is the responsibility of the customer to take out a higher insurance policy through the provider upon application to the provider's insurance company.

6.3 The customer is obliged to check the stored items immediately after removing them from the safe deposit box for any damage, loss, etc. and to notify the provider in writing of any loss or damage.

6.4 In the event of loss of keys, the provider shall only be liable for the loss of the items stored if the provider has failed to prevent access to the safe deposit box despite the customer's notification of the loss.

7. Legal succession

7.1 The customer's heirs must prove their identity to the provider by means of a certificate of inheritance, executors by means of a certificate of executorship. If the provider is presented with a copy or a court-certified decree of death and the order to open the safe deposit box, the provider may grant access to the safe deposit box with discharging effect to the person appointed in the decree as heir or executor. An existing power of attorney granted by the customer for their lifetime shall expire when the provider learns of the customer's death, or otherwise upon withdrawal of the power of attorney to the provider. Powers of attorney may be revoked by the customer or their heirs upon presentation of a certificate of inheritance.

8. Place of jurisdiction, applicable law

8.1 For customers who are business users, the place of jurisdiction is the registered office of the provider.

8.2 The same applies to customers who do not have a general place of jurisdiction in Germany or who move their place of residence or habitual domicile outside the area of application of this law after conclusion of the agreement or whose place of residence or habitual domicile is not known at the time the action is brought.

8.3 The law of the Federal Republic of Germany shall apply exclusively to this agreement.

Date: _____

Signature Tenant: _____

1. Safe Deposit Box Tenant

- ✓ Signature, Safe Deposit Box Contract Page 1, Point 1 Tenant.

Please fill in your Name and Birthday,
with your handwriting _____

2. Legitimation

With personal ID or passport.

With safe deposit password.

Safe deposit password: _____

- ✓ authorized people will be given the password by the safe deposit tenant.
✓ new personal information will be given independently and promptly

3. Safe deposit Box power of attorney

with effect beyond death

for life, to.

Surname:	First Name:
Company:	Commercial register:
Street, number:	Postcode/place:
Country:	Place of birth: date:
E-Mail, telephone:	identified IDC ,PP Nr.:
Nationality:	Authority: valid until:
	Signature:

4. Schließfachvollmacht

with effect beyond death

for life, to.

Surname:	First Name:
Company:	Commercial register:
Street, number:	Postcode/place:
Country:	Place of birth: date:
E-Mail, telephone:	identified IDC ,PP Nr.:
Nationality:	Authority: valid until:
	Signature:

Datum: _____

Signature Tenant: _____