

Contract for the rental of a secured 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 by: IDC PP No. _____
Nationality _____	Authority _____ Valid until: _____

## 2. Lessor

PfandBAR 23 & SchließBAR 23 GmbH, represented by the managing director Michael Roßbach, Tegernseerlandstraße 23, in 81541 Munich

## 3. Contractual object

The object of the contract is the rental safe deposit box number: \_\_\_\_\_ with a removable cassette. The tenant receives 2 safe deposit box keys.

## 4. Duration of the contract

The safe deposit box will be  
 rented for a specific time of \_\_\_\_ months  
 rented indefinitely, and can be cancelled at the end of the month with a period of notice of 4 weeks.

The contract is not extended if the safe deposit box has not been returned or has not been returned on time to the lessor upon expiration of contract.

## 4. Payment and 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 authorisation 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 _____	Bank _____
IBAN _____	BIC _____
Signature account holder _____	

At the same time, I instruct the bank to execute the drawn direct debit. I am aware that I can request a refund of the debited amount within 8 weeks, starting from the time of debit. The terms agreed with my bank apply.

## 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.

Munich, on \_\_\_\_ 20\_\_\_\_ Company; surname first name: \_\_\_\_\_

Munich, on \_\_\_\_ 20\_\_\_\_ PfandBAR 23 & SchließBAR 23: \_\_\_\_\_

## 1. Contractual parties, sublease, authorisation

1.1 A safe deposit box can only be rented by one tenant or a maximum of two tenants. It is not possible to arrange a safe deposit box for minors.

1.2 The rights resulting from this rental contract are not transferable. A sublease or transfer of use for the safe deposit box is not permitted. The same applies to storing third-party items.

1.3 The tenant disposes of the content of the safe deposit box solely and without restriction. With the agreement of the lessor, the tenant can authorise up to max. 2 further people. The lessor is entitled to refuse access to a person as an authorised representative. He is not obliged to justify the refusal. The lessor is informed of the authorisation by means of a declaration by the tenant on the signature card, as well as the provision of the authorised representative's personal details and his signature on the signature card.

The lessor is not obliged to verify the identity and legitimation of authorised representatives.

Granted authorisation can only be revoked by notifying the lessor in writing and with effect for the future.

## 2. Duration of the contract and termination

2.1 A safe deposit box rental contract concluded for a definite period ends upon expiry of the period for which it was concluded.

2.2 A safe deposit box rental contract concluded for an indefinite period can be terminated by either party, without stating reasons, at the end of the month with a period of notice of 4 weeks. The termination must be made in writing. A declaration by e-mail or fax is not sufficient.

2.3 The right to termination without notice for good cause remains unaffected. The lessor can terminate the contract without notice in particular in the event of subletting of the safe deposit box, an infringement against the obligation from clause 3.1, an outstanding payment of more than two due monthly rents, or if the tenant defaults with liabilities from this contract, which exceed a sum of 2 monthly rents.

## 3. Contractual object

3.1 The safe deposit boxes and the cassettes within them may exclusively be used to store securities, certificates, precious metals, gemstones, jewellery, and comparable items that pose no danger to life or health or the building and create no contamination. The lessor is entitled to inspect the content of the safe deposit box in order to convince himself of compliance with the obligation to use the safe deposit box in accordance with the contract. Refusal of access gives the lessor the right to extraordinary termination of the safe deposit box rental contract with immediate effect.

3.2 The tenant is obliged to handle the safe deposit box and cassette with care.

3.3 The tenant is liable for any damage resulting from an infringement.

## 4. Access to the safe deposit box

Responsibility for the keys

4.1 The tenant has access to the safe deposit box during the opening hours of the lessor.

4.2 The tenant is obliged to abide by the house rules of the house regulations of the lessor.

4.3 The safe deposit box is kept under lock and key by the tenant and can only be opened or locked by him. Upon conclusion of the rental contract, the tenant receives 2 keys to the safe deposit box. He is solely responsible for the secure storage of the keys. The costs incurred through the loss of the keys will be borne by the tenant. The tenant is obliged to inform the lessor immediately in the event that a key is lost, and will arrange for the replacement of the lock and the cutting of new keys. The tenant is liable for all damage arising due to failure to act. The tenant will be informed of the date on which the safe deposit box must be opened to replace the lock.

## 5. Termination of the rental contract

5.1 Upon termination of the rental contract, the tenant, either himself or via an authorised representative, is to return to the lessor all keys to the safe deposit box, and the cassette that belongs to the safe deposit box, emptied and in a usable condition, within the business hours of the lessor at the end of the contract.

5.2 If the tenant does not fulfil his duty to empty the safe deposit box and return the keys within a set period, even following a written request from the lessor, the lessor is entitled to have the safe deposit box opened without involving the tenant and without legal proceedings four weeks after sending the request. The opening will take place in the presence of 2 persons commissioned by the lessor, while making a record of the content of the safe deposit box. The costs incurred by opening the safe deposit box are borne by the tenant. The tenant is obliged to pay the fees until the safe deposit box is opened. The lessor can satisfy all claims from the rental contract and its termination using the content of the safe deposit box. He is authorised to select the items he wishes to use to satisfy his claims. In all other cases, the items will be sold in accordance with the regulations of the German Civil Code regarding the sale of a pledge. The items that are not sold and any remaining surplus can otherwise be stored securely by the lessor or handed to a government depository institution. If the legal depositing of the safe deposit box content is not permitted and its utilisation is not possible, the lessor may destroy this content following a prior warning while making a record.

## 6. Liability of the lessor and insurance

6.1 The lessor is only liable to pay compensation in the event of intent, gross negligence and fraud. In the event of simple negligence, the lessor is only liable for damage arising from personal injury, bodily harm or damage to health, and for damage arising from the infringement of an essential contractual obligation (an obligation that must be fulfilled in order to enable the proper conducting of the contract and on the observance of which the contractual partner may regularly rely). In the latter case, the lessor's liability is limited to the reimbursement of foreseeable, typically occurring damage. The lessor does not accept any liability for damage resulting from force majeure (natural disasters, strikes, seizure, confiscation, etc.). The lessor is not liable for items put into the safe deposit box in breach of the contract. The lessor is not liable for collector's value or sentimental value. He is not liable for subsequent risks, such as the risk of misuse, the replacement of locking systems in the event of the loss of keys and similar, which the tenant stores in the safe deposit box.

6.2 The safe deposit box is insured by the lessor against fire (fire within the building, lightning strike, explosion), burglary, and vandalism during a burglary and robbery within the business premises up to a maximum sum of €5,000 per safe deposit box. The market value is recoverable. The collector's value or sentimental value cannot be recovered. This includes the risk of misuse and other subsequent risks in the event of the loss of keys that the tenant stores in the safe deposit box. The tenant is free to conclude a higher insurance policy via the lessor with his insurance company on request.

6.3 The tenant is obliged to verify the stored items immediately upon removal from the safe deposit box for any damage, losses, etc. that may have occurred and notify the lessor in writing of any loss or damage.

6.4 If keys are lost, the lessor is only liable for the loss of the stored items if he has not prevented access to the safe deposit box, despite the tenant having reporting the loss.

## 7. Legal succession

7.1 The tenant's heirs are to identify themselves to the lessor with a certificate of inheritance or with a grant of probate if they are an executor. If the lessor is given a copy or a disposition by will certified by the court and the decision initiating the procedure, he may, with exempting effect, grant access to the safe deposit box to the person who is appointed as the heir or executor in the disposition. An existing authorisation granted by the tenant for his lifetime expires when the lessor learns of the death of the tenant, otherwise when the lessor is informed of its revocation. Powers of attorney can be revoked by the tenant or his heirs with the submission of a certificate of inheritance.

## 8. Place of jurisdiction, choice of law

8.1 For tenants who are traders, the place of jurisdiction is the headquarters of the lessor.

8.2 The same applies to tenants who have no general place of jurisdiction in Germany, move their place of residence or permanent address out of the area of application of this law following conclusion of contract, or whose place of residence or permanent address is unknown at the time when an action is brought.

8.3 The law of the Federal Republic of Germany applies exclusively to this contract.

Munich, on \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
[Company, surname first name]

## SIGNATURES & LEGITIMATION CARD

Safe deposit box number: \_\_\_\_\_

### 1. Safe deposit box owner (tenant)

└ Surname, first name \_\_\_\_\_ └ Born on \_\_\_\_\_ 19 \_\_\_\_\_

└ Safe deposit box password \_\_\_\_\_

The password is given to any authorised representatives by the safe deposit box owner.

### 2. Safe deposit box authority is granted

with effect beyond death       for life, to

#### 2.1

└ Surname \_\_\_\_\_ └ First name \_\_\_\_\_

└ Street, number \_\_\_\_\_ └ Postcode/place \_\_\_\_\_

└ Place of birth & date \_\_\_\_\_ └ identified by: IDC PP No. \_\_\_\_\_

└ Nationality \_\_\_\_\_ └ Authority \_\_\_\_\_ Valid until: \_\_\_\_\_

individual power of disposal       only joint power of disposal

└ Signature authorised representative \_\_\_\_\_

#### 2.2

└ Surname \_\_\_\_\_ └ First name \_\_\_\_\_

└ Street, number \_\_\_\_\_ └ Postcode/place \_\_\_\_\_

└ Place of birth & date \_\_\_\_\_ └ identified by: IDC PP No. \_\_\_\_\_

└ Nationality \_\_\_\_\_ └ Authority \_\_\_\_\_ Valid until: \_\_\_\_\_

individual power of disposal       only joint power of disposal

└ Signature authorised representative \_\_\_\_\_

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