

# LEASE AGREEMENT

The following lease is hereby entered into between

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

– hereafter »the lessor« –  
Verpächter

and

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

– hereafter »the lessee« –  
Pächter

for the Internet domain known as \_\_\_\_\_

## § 1 The Lease

1. The lessor is the holder of the Internet domain known as \_\_\_\_\_ (hereafter »the domain«).
2. The lessor undertakes to grant the lessee the unrestricted use of the domain and enjoyment of the proceeds of the same for the duration of the lease.

3. The lessee must seek the permission of the lessor before subleasing the domain.

## § 2 Charge for the Lease, Additional Costs

1. The charge for the lease of the domain is EUR \_\_\_\_\_ per calendar month (in words: \_\_\_\_\_) plus the rate of sales tax as calculated each month.
2. The charge for the lease is payable on the 3rd day of each month.
3. The amount is to be transferred to the following bank account:

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## § 3 Commencement, Duration and Termination of the Lease.

1. The lease of the domain is to commence on \_\_\_\_ . \_\_\_\_ . \_\_\_\_ .
2. The lease is of no fixed duration. It may be terminated by either party with a period of notice of \_\_\_\_\_ months. Any termination must be in writing and is to be made by the end of the month.

## § 4 Special Grounds for Termination

1. Either party may terminate the lease without notice and with immediate effect if he has special grounds for so doing.
2. Such special grounds include a situation in which the lessee is two or more months in arrears with his monthly payments or if the lessee has fraudulently or negligently violated Clause 5b and/or Clause 5c.

## § 5 Liability, Rights of Third Parties, Material Published.

1. Both parties are liable only for fraudulent and grossly negligent conduct and/or misstatement (subject to any express terms of this contract providing otherwise).

2. The lessee guarantees that he will not provide, publish or use any material under the domain which is illegal or which contravenes any agreement of the lessor with any third party.
3. The lessee specifically guarantees that the material published under the domain has no discriminatory, racist or pornographic content, that it in no way incites violence and that it makes no references whatsoever to left or right wing extremism.
4. The lessee undertakes to immediately absolve the lessor of all responsibility in respect of any claim brought against the lessor which results from the illegal activities of the lessee or which involves the contravention of the rights of third parties. This undertaking specifically includes relieving the lessor of the costs of defending any national or international legal action (eg. court fees, legal fees, WIPO proceedings).

#### § 6 Domain Holder, admin-c, Use of the Domain

1. The lessor remains the holder of the domain and the admin-c for the purposes of the WHOIS databank.
2. For the duration of the lease, the domain is forwarded to the Internet address of the lessee as follows \_\_\_\_\_

OR

The lessee is to receive the necessary access codes to enable him to establish and to use Internet services such as Webspaces (FTP-Access) and e-mail accounts.

OR

The lessee is to change to another provider. The lessor undertakes to cooperate promptly with the fulfilment of any tasks necessary to the completion of this changeover. Neither a change of the domain holder nor of the admin-c is to take place. The lessee is himself responsible for the costs of changing provider.

nicht Zutreffendes streichen

## § 7 Claims Following Increase in Value

The lessee is not entitled to be compensated in any way whatsoever for expenditure or any other loss he may incur in increasing the value of the domain. This includes any claims of the lessee based on unjust enrichment.

## § 8 Law Applicable, Court of Jurisdiction

Solely the law of the Federal Republic of Germany is to be applied to this contract. As far as is permitted, the court with jurisdiction over all claims relating to this contract is \_\_\_\_\_ (e. g. Munich).

OR

This Agreement shall be governed by and construed in accordance with the laws of \_\_\_\_\_ (e. g. United Kingdom). Venue for any disputes is the District of \_\_\_\_\_ (e.g. Munich).

nicht Zutreffendes streichen

## § 9 Form of the Contract

Any alterations or supplements to this contract must be made in writing. This also applies to the alteration of this clause.

## § 10 Construction of the Contract

1. If any individual term of this contract is or becomes fully or partly ineffective or void, the effectiveness of the rest of the contract shall remain unaffected. The parties to the contract undertake to replace any such ineffective or void term.

The replacement term should reflect the legal and above all commercial intention of the parties as closely as possible.

2. In the event that terms of this contract must be construed and/or supplemented, this should be done having the greatest possible regard for the purpose and content of the contract. The presumed intention of the parties, had they discovered the need for construction and/or supplementing, should also be considered. The same is to apply to matters on which the contract is silent.

§ 11 Other Provisions

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Place, Date

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Signature of Lessee  
Pächter

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Place, Date

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Signature of Lessor  
Verpächter