

# Conditions

## General terms and conditions of hire

### Conclusion of contract

The tenancy agreement for the holiday flat described below is bindingly concluded when the tenant has signed the attached tenancy agreement and sent it to the landlord.

The holiday flat is rented to the tenant for the specified contract period exclusively for use for holiday purposes and may only be occupied by the maximum number of persons specified in the rental agreement.

### Rental price and additional costs

The agreed rental price includes all ancillary costs (e.g. for electricity, heating, water) calculated on a flat-rate basis. If the contracting parties have expressly agreed to consumption-based billing or additional services (e.g. bed linen, final cleaning, firewood), the use of which is at the discretion of the tenant, these additional costs shall be invoiced separately.

If a deposit of 20% of the total price has been agreed, this is due upon conclusion of the contract. The balance must be paid no later than 14 days before the start of the rental period.

### Deposit

If the contracting parties have agreed a deposit, the tenant shall pay the landlord a security deposit of EUR 150 for the furnishings and equipment provided. The deposit is to be paid together with the final payment and does not bear interest. It will be refunded to the tenant within 14 days of the end of the tenancy at the latest.

### Rental period/inventory list

On the day of arrival, the landlord shall make the rented property available to the tenant from 4.00 p.m. in the condition stipulated in the contract. Should the tenant arrive after 6.00 p.m., the tenant should inform the landlord accordingly.

The tenant is requested to check the inventory list in the rented property immediately after arrival and to inform the landlord or the contact person named by the landlord of any missing items on the day following arrival at the latest.

On the day of departure, the tenant shall hand over the rented property to the landlord by 11.00 a.m. at the latest, cleared and swept clean. The tenant must carry out the following work himself: Removing the bed linen, washing the dishes and emptying the waste paper baskets and rubbish bins.

#### Cancellation by the tenant

The tenant may withdraw from the rental agreement before the start of the rental period by giving written notice to the landlord. The date of receipt of the declaration of cancellation by the landlord is decisive.

If the Lessee cancels the rental contract, he must pay a flat-rate compensation for the expenses already incurred by the Lessor and the loss of profit in the following amount:

Cancellation up to the 45th day before the start of the rental period: 20 % (but at least 25 EURO)

Cancellation up to the 35th day before the start of the rental period: 50%

thereafter and in case of no-show 80%

The lessee reserves the right to prove that the lessor has incurred less damage.

In the event of cancellation of the contract, the tenant may nominate a replacement tenant who is prepared to take his place in the existing contractual relationship. The landlord may object to the entry of the third party if the latter appears to be economically or personally unreliable.

If a third party enters into the rental agreement, he and the previous tenant shall be jointly and severally liable to the landlord for the rental price and the additional costs incurred by the entry of the third party.

The landlord must in good faith rent out the accommodation not used to another party and must allow the savings to be offset against the cancellation fees claimed by him.

The Tenant is recommended to take out travel cancellation insurance.

#### Cancellation by the landlord

The landlord may terminate the contractual relationship before or after the start of the rental period without notice if the tenant fails to make the agreed payments (down payment, final payment and deposit) on time despite a prior reminder or otherwise behaves in a manner contrary to the contract to such an extent that the landlord cannot reasonably be expected to continue the contractual relationship. In this case, the landlord can demand compensation from the tenant for the expenses incurred up to the cancellation and the loss of profit.

## Cancellation of the contract due to exceptional circumstances

The rental contract may be cancelled by either party if the fulfilment of the contract is significantly impeded, jeopardised or impaired as a result of force majeure unforeseeable at the time of conclusion of the contract. Both contracting parties shall be released from their contractual obligations. However, they must reimburse the other party for services already rendered.

## Obligations of the tenant

The tenant undertakes to treat the rented property and its inventory with all due care. The tenant shall be liable to pay compensation for culpable damage to furnishings, rented rooms or the building as well as the facilities belonging to the rented rooms or the building if and insofar as such damage has been culpably caused by him or his accompanying persons or visitors.

The tenant must immediately notify the landlord or the contact point designated by the landlord (property management) of any damage occurring in the rented premises, unless the tenant is obliged to remedy the damage himself. The Tenant shall be liable to pay compensation for any consequential damage caused by failure to notify the Landlord in good time.

Waste, ash, harmful liquids and the like must not be thrown or poured into sinks, sinks and toilets. If blockages occur in the sewage pipes due to non-compliance with these regulations, the person responsible shall bear the costs of repair.

In the event of any faults occurring in the systems and facilities of the rented property, the tenant is obliged to do everything reasonable to help rectify the fault or minimise any damage that may arise.

The tenant is obliged to inform the landlord or, if applicable, the property management company immediately of any defects in the rented property. If the tenant fails to do so, he shall not be entitled to any claims for non-fulfilment of the contractual services (in particular no claims for rent reduction).

## Liability of the landlord

The landlord is liable for the accuracy of the description of the rental property and is obliged to provide the contractually agreed services properly and to maintain them throughout the rental period. The landlord is not liable according to § 536a BGB. The liability of the landlord for property damage arising from unauthorised acts is excluded, unless they are based on an intentional or grossly negligent breach of duty by the landlord or his vicarious agents. The landlord is not liable in cases of force majeure (e.g. fire, flooding, etc.).

## Keeping animals

Animals, in particular dogs, cats and the like, may only be kept or kept temporarily with the express permission of the landlord in the tenancy agreement. The authorisation is only valid for individual cases. It may be revoked if inappropriate behaviour occurs. The tenant is liable for all damage caused by keeping animals.

## Amendments to the contract

Additional agreements, amendments and additions to the contract as well as all legally relevant declarations must be made in writing.

## House rules

Tenants are requested to show mutual consideration.

In particular, disruptive noises, namely loud door slamming and activities that disturb the other tenants through the resulting noise and impair the peace and quiet of the house, are to be avoided.

Music must not be played between 10.00 pm and 8.00 am and between 1.00 pm and 3.00 pm. Radio, television and phono equipment must be set to room volume only.

## Choice of law and place of jurisdiction

German law shall apply.

The local court in whose district the defendant has its general place of jurisdiction shall have jurisdiction for all disputes arising from this contractual relationship.

For legal actions brought by the lessor against merchants, legal entities under public or private law or persons who do not have a general place of jurisdiction in Germany or who have moved their domicile or usual place of residence abroad after conclusion of the contract or whose domicile or usual place of residence is unknown at the time the action is brought, the lessor's domicile is agreed as the exclusive place of jurisdiction.