

# **General Terms & Conditions & Rental Contract** **about renting a holiday home**

The following rental agreement is concluded between the landlord and the tenant:

## **§ 1 Rental item**

a) The penthouse holiday flat Im Wangertsfeld 48 in D-54294 Trier on the 2nd floor is rented.

b) The holiday home is rented with the following equipment and is furnished with the following accessories:

Dishwasher, coffee machine, microwave: Toaster, oven, 3x TV/colour/satellite, CD player, game console, vacuum cleaner, washing machine, tumble dryer, hairdryer, iron, ironing board, freezer, bed linen without extra charge, towels without additional charge, high chair, garden furniture, air conditioning by floor cooling, safe, mini wine refrigerator.

2 bedrooms; 1 living room; 1 kitchen; 1 living-dining room; 1 bathroom with shower; corridor; 1 utility room; 1 parking space for cars; 4 bicycle parking spaces; 2 balcony-terraces

c) The size of the rented premises is approximately 135 sqm. The maximum number of occupants is 4 adults and 1 child (up to 3 years).

## **§ 2 Rental periods and conclusion of the contract**

a) The apartment is rented for the period of the confirmed booking.

b) The rental contract for the described holiday apartment is bindingly concluded when the booking has been confirmed by the landlord.

c) The rented holiday home may be used by the tenant for the stated term of the contract exclusively for residential and holiday purposes and may only be occupied by the maximum number of persons stated in the rental agreement unless expressly agreed otherwise between the contracting parties.

## **§ 3 Rental price and ancillary costs**

a) The rent of the apartment is listed in the booking.

b) The price includes additional costs.

c) Pets are not allowed

**§ 4 Down payment, deposit, and payment**

- a) The deposit is 50% of the total price.
- b) The remaining amount (total price minus deposit) must be received by the landlord at least 30 days before the start of the rental period.
- c) The security deposit of 250 EURO as security for the furnishings and equipment must be received by the lessor at least 30 days before the start of the rental period.
- d) After the apartment has been duly handed over, the landlord will return the deposit to the tenant at the end of the rental period.
- e) If the down or balance payment or the deposit is not received by the lessor on time, the lessor reserves the right to withdraw from the contract after a reminder has been sent, and a deadline has been set. In this case, the lessee is obliged to reimburse the expenses incurred and the lost profit. The tenant can be charged with cancellation costs according to § 7.

**§ 5 Rental periods, arrival and departure**

- a) The lessor shall make the rental property available to the lessee on the day of arrival from 15.00 hrs in the condition stipulated in the contract. If the tenant should arrive after 18.00 o'clock, then he is to communicate this to the landlord.
- b) If this notification is omitted, the landlord reserves the right to change the accommodation for a single overnight stay 2 hours after the agreed provision date and for more than one overnight stay on the following day after 11 a.m. The tenant has to hand over the rented object to the landlord on the day of departure at the latest by 11.00 o'clock cleared in broom-clean condition. The tenant must wash the dishes and empty the wastepaper baskets and rubbish bins before departure.

**§ 6 Inventory list and duties of the tenant**

- a) The tenant must treat the rented premises, the furnishings, and the inventory with care and with all due diligence. If the lessee culpably damages furnishings, rented premises or the building as well as installations belonging to the leased premises or the building, he shall be liable to pay compensation to the lessor within the framework of the statutory provisions.
- b) The lessee is obliged to immediately notify the lessor or the contact point designated by the lessor (property management) of any damage occurring in the rented premises during the rental period - insofar as he does not have to remedy such damage himself. If the lessee does not report the injury in good time and consequential loss is caused. As a result, the lessee shall be liable for compensation within the framework of the statutory provisions.

- c) The lessee undertakes not to throw or pour any waste, ash, harmful liquids or the like into sinks, sinks or toilets. If the tenant does not pay attention to this and as a result blockages occur in the sewage pipes, the causer must bear the costs of the repair.
- d) If faults should occur in the equipment and facilities of the leased property, the lessee must do everything reasonable to help rectify the mistake or to minimize any damage that may arise.
- e) The tenant must comply with the maximum number of occupants. If the Lessee does not observe this provision and exceeds the maximum number of occupancy agreed in this contract, the Lessor may give the Lessee extraordinary notice of termination without notice. In this case, the tenant can be charged with cancellation costs according to § 7.

### **§ 7 Withdrawal by the tenant**

- a) The lessee is entitled to withdraw from the rental contract with the lessor before the start of the rental period. This requires a written declaration of withdrawal. The time of receipt of the notification by the lessor is decisive.
- b) In the event of withdrawal from the rental agreement, the Lessee shall pay a lump sum compensation for the expenses already incurred by the lessor and the loss of profit in the following amount:
  - Cancellation up to 60 days before the start of the rental period: 25%
  - Cancellation up to 30 days before the beginning of the rental period: 50%
  - after that and in case of non-appearance, 90% of the agreed total rent.
- c) The lessee reserves the right to prove that the lessor has suffered no damage or substantially less damage.
- d) If the tenant withdraws from the contract, he can name a substitute tenant who is willing to take his place in the existing contractual relationship between tenant and landlord. The landlord does not have to accept this and can object to the third party's entry if there are justified doubts about the reliability of the substitute tenant. If a third party enters into the rental agreement, he and the previous tenant shall be jointly and severally liable to the lessor for the rental price. They are also responsible to the lessor for the additional costs incurred by the third party.
- e) If the lessee does not nominate a substitute lessee, the lessor may also provide a replacement. An unoccupied accommodation has to be rented by the landlord in good faith. In this case, the costs incurred as a result of the withdrawal from the contract shall be reduced because the Lessor must offset the savings thereby made against the cancellation fees asserted by him.

**The conclusion of a travel cancellation insurance is recommended to the tenant.**

**§ 8 Right of termination**

- a) There is no right to ordinary termination.
- b) According to § 543 BGB or under the conditions of § 569 BGB, both contracting parties are entitled to terminate the rental contract without notice and extraordinarily for a good cause.

**§ 9 Right of termination of the lessor**

- a) For the landlord, this is an important reason, in particular, if the tenant uses the rental property in breach of contract (significant breach of contract) and if the tenant disregards the house rules considerably. This entitles the landlord after a previous warning to the extraordinary termination of the lease. The termination is also entitled without prior notice if the tenant behaves in such a way contrary to the contract that the immediate cancellation of the contract is justified. In this case, the landlord retains the right to the agreed rental price.
- c) In all other respects, the statutory provisions governing the right of extraordinary termination without notice shall apply.

**§ 10 Liability of the lessor**

- a) If the lessee was aware of defects at the time of conclusion of this contract, he should not be entitled to the rights under §§ 536 and 536 a BGB unless he reserved his powers at the time of acceptance of the contract. The strict liability of the lessor for material defects existing at the time of conclusion of the contract (§ 536 a BGB) is excluded.
- b) The lessee is obliged to immediately notify the lessor or the contact point (property management) designated by the lessor of any defects in the leased object. If the lessee fails to make this notification, he shall have no claims against the lessor for non-performance of the contractual services (in particular also no claims for rent reduction). Also, he is obliged to compensate the lessor for the damage caused by the omitted notice of defects.
- c) The Lessor's liability for property damage is excluded unless it is based on an intentional or grossly negligent breach of duty by the Lessor or its vicarious agents or a negligent violation of essential contractual obligations (so-called cardinal obligations) of the Lessor.
- d) The lessor is not liable for loss or theft of wardrobe, bicycles, or other items.
- e) No liability is assumed for the food available in the kitchen such as spices, salad oils, sugar, salt, etc.. Use is at the tenant's own risk.

**§ 11 Responsibility and indemnification of claims for WLAN or WiFi use**

- a) The renter is responsible for the data transmitted via the WLAN, the chargeable services used, and the legal transactions carried out. If he visits paid websites or enters into liabilities, the resulting costs shall be borne by him. He is obliged to comply with the applicable law when using the WLAN. In particular, he shall not use the WLAN to retrieve or distribute immoral or illegal content; he shall not unlawfully reproduce, distribute or make available any copyrighted goods and he shall observe the applicable youth protection regulations. It is expressly forbidden to visit file-sharing websites, in particular, to start the music and film downloads via W-LAN access.
- b) The lessee indemnifies the lessor against all damages and claims of third parties based on illegal use of the WLAN by him against the present agreement. If the lessee recognizes or must recognize that such an infringement of rights and such an infringement exists or threatens, he shall draw the lessor's attention to this circumstance.

**§ 12 Animal husbandry**

keeping of animals, pets are not allowed

**§ 13 Amendments to the contract**

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

**§ 14 House rules**

The tenants must take each other and each other into consideration. They must refrain from making peculiar disturbing noises, in particular, loud door throwing and such activities which disturb the roommates by the resulting sound and impair domestic peace. In the time from 22.00 clock to 8.00 clock and from 13.00 clock to 15.00 clock the tenants are forbidden to make music. Radio, television, and phono equipment must only be set to the room volume.

**§ 16 Choice of law and place of jurisdiction**

- a) German law shall apply, with the proviso that if the lessee has his usual place of business abroad by Art. 6 paras. 2 of the Rome - I Regulation also enjoys the protection of the mandatory provisions of the law that would be applicable without this clause.
- b) For all disputes arising from this contractual relationship, the local court in whose district the landlord has his general place of jurisdiction competent.
- c) For lawsuits of 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 habitual residence abroad after conclusion of the contract or whose home or habitual residence is not known at the time the lawsuit is filed, the house of the Lessor is agreed as the exclusive place of jurisdiction.

With the booking of the holiday apartment DiePenthouse, this rental agreement is concluded/recognized.