

STATT HOTEL Inc. – Business Conditions

1. Rental Object

- 1.1 The STATT HOTEL Inc. (below: STATT HOTEL) lets service apartments as a commercial interim tenant over the internet (apartments.daslebendigehaus.de and several other internet portals). The sole item of agreement is the letting of furnished living space. Further services (for example breakfast, parking lots, meeting rooms, etc.) are to be booked at third party suppliers; STATT HOTEL only presents their services as a facilitator.
- 1.2 The mediated service apartments are functionally furnished and equipped. If advertising material shows specific/concrete furnishing/equipment the tenant has no right to claim identical furniture or equipment for his/her booked service apartment.

2. Conclusion Of Contract

- 2.1 All of STATT HOTEL's offers are non-binding. A rental contract for the tenant does not come about until he/she receives the booking confirmation; access to the Tenant-Sender-Account suffices.

3. Service

- 3.1 STATT HOTEL is obliged to provide the booked accommodations for the agreed time. The tenant is obliged to pay the amount for the contractual period. This obligation exists, no matter whether the tenant used the accommodation or not.
- 3.2 STATT HOTEL's service does not include insurances like travel cancellation insurance, theft insurance or similar insurances. Insurances are only mediated.

4. Withdrawal/ Consequences of Withdrawal

- 4.1 STATT HOTEL has the right to offer the tenant an equal accommodation if STATT HOTEL is not able to perform what was agreed upon in the contract due to acts of nature or other circumstances that are beyond the control of STATT HOTEL. If it is not possible to provide an equal, appropriate replacement object, STATT HOTEL reserves the right to withdraw from the contract. In this case, STATT HOTEL informs the tenant immediately. STATT HOTEL also reserves the right to withdraw from the contract out of justified reasons. A justified withdrawal from the contract does not entitle the tenant to claim compensation. Down payments that have already been made by the tenant have to be refunded by STATT HOTEL.

5. Arrival and Departure

- 5.1 Check-in is not possible before 3 p.m. on the day of arrival. Check out has to be made until at least 11 a.m. on the day of departure. Checking in before 3 p.m. on the day of arrival or checking out after 11 a.m. on the day of departure requires a special agreement with STATT HOTEL.
- 5.2 If the tenant checks out later than contractually agreed upon STATT HOTEL reserves the right to claim compensation
- Until 2 p.m.: 50% of the agreed room price
 - Later than 2 p.m.: 100% of the agreed room price
- 5.3 Contractual claims of the tenant for the over-utilization are not justified by that.
- 5.4 STATT HOTEL is not obliged to give the tenant any evidence of a financial loss that may have occurred or not.
- 5.5 If the tenant is not able to stick with the time that was agreed upon with STATT HOTEL, he/she has to inform STATT HOTEL about his/her predicted time of arrival; however, at least one hour before.

6. Prices

- 6.1 The prices given on the homepage and/or on other material are non-binding. The price which both parties agree upon is binding.
- 6.2 The prices given on the booking confirmation are final prices and include additional costs; unless indicated otherwise.
- 6.3 The rental object is only to be used by as many people (adults and children) as stated in the booking confirmation.
- 6.4 As the circumstances require, bed taxes or visitor's taxes imposed by the communes are also charged and remitted.

7. Payment

- 7.1 The rental price has to be paid 7 days before arrival at the latest and be on STATT HOTEL's bank account within 3 days after it is due. STATT HOTEL reserves the right to demand an advanced payment in the amount of 30% of the total price when delivering the booking confirmation. In this case, the advanced payment is due as soon as it is possible to access the booking confirmation and it has to be on STATT HOTEL's bank account within 3 days.
- 7.2 If the booking happens on such short notice that the full price cannot be transferred as stated in 7.1, the full rent has to be paid cash on the day of arrival on site.

7.3 If the tenant does not pay the advance payment on time or if the tenant does not pay it at all STATT HOTEL reserves the right to withdraw from the contract.

7.4 If the tenant leaves earlier he/she is obliged to pay the full amount that was contractually agreed upon.

8. Deposit

8.1 STATT HOTEL reserves the right to claim a deposit for security (damages and cleaning of the rental object) in the amount of 250 Euros. If STATT HOTEL claims a deposit, the tenant is obliged to pay it on the day of arrival at the latest.

9. Withdrawal from contract/Contractual cancellation right

9.1 It is possible for the guest to withdraw from the contract that he/she has with STATT HOTEL or the placement agency where he/she booked the rental object via an advice of cancellation.

Withdrawal from the contract must be made in writing.

A booking confirmation can be cancelled under the following conditions:

If the tenant withdraws from the rental contract he is obliged to compensate for the expense and effort that has already incurred and the loss of profit of STATT HOTEL

- Withdrawal until 8 days before the rental period: free of charge;
- Withdrawal from the 7th until the 2nd day before the rental period: 60% of the agreed rental cost;
- Withdrawal 1 day before the rental period: 80% of the agreed rental cost;

Withdrawal on the day of arrival is not possible. Taking out a travel cancellation insurance is advised.

9.2 STATT HOTEL is not obliged to give the tenant any evidence of a financial loss that may have occurred or not.

10. Cancellation

10.1 STATT HOTEL reserves the right to cancel the rental before the expiry of the contractual period if a proper/important reason exists.

10.2A proper/important reason exists when there is overcrowding, use as an hourly hotel, strong damage of the rental object, noise complaint, etc.

10.3 If the tenant abuses the service apartments, STATT HOTEL reserves the right to cancel the contractual relationship immediately.

11. Duty of Care

The tenants have to take care of the rental object and the furniture. The tenant has to pay for any damage that was culpably caused by him/her. The tenant is obliged to check the accommodation to see if it is complete and fit for purpose on the day of arrival. If the tenant has anything to complain about he/she must do this immediately. Damages that occur during the rental period also have to be reported immediately.

12. Exclusion of Liability

12.1 STATT HOTEL bears liability for items brought by the tenant in accordance with statutory provision. According to that, liability is limited to the hundredfold of the room price but not more than 3,500.00 Euros. For money, securities and valuables not more than 800.00 Euros.

13. House rules and usage of the rental object

13.1 The tenant is obliged to stick to the house rules. The house rules can be found in the accommodation. If the tenant breaks the house rules and/or causes noise complaints STATT HOTEL reserves the right to cancel the rental object without repaying any amount that has already been paid by the tenant.

13.2 The service apartments are non-smoking apartments.

Place of jurisdiction is Dresden, July 2016

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