

# General Business Terms and Conditions – Hotel & Apart4you GmbH



Version: 02.07.2019

## 1. Sphere of Applicability

- (1) These Business Terms and Conditions shall be valid for contractual agreements for the rental of apartments/hotel rooms for lodging as well as for all additional services and deliveries rendered by Hotel & Apart4you GmbH for the Customer.
- (2) Moreover, the supplemental terms and conditions agreed upon the conclusion of the contractual agreement shall be respectively valid.
- (3) The General Business Terms and Conditions of the Customer shall not be valid unless a written agreement to the contrary has been concluded in this regard.
- (4) The subleasing or subletting of the rented apartment or hotel room as well as its usage for any other purposes than lodging purposes shall in principle be forbidden unless Hotel & Apart4you GmbH has issued its express written approval in this regard.

## 2. Conclusion of the Contractual Agreement, Contractual Content, Contractual Renewal

- (1) The contractual partners are Hotel & Apart4you GmbH and the Customer.
- (2) Any offers submitted by Hotel & Apart4you GmbH shall always be considered to be non-binding.
- (3) A contractual agreement shall only then be considered to have been concluded upon the acceptance of the Customer's request by Hotel & Apart4you GmbH and the sending of a written booking confirmation signed by both contractual partners. In the case that a booking is made by a third party – particularly by a client or an employer, this client or employer shall be liable to Hotel & Apart4you GmbH together with the Customer as joint and several debtors for all obligations resulting from the contractual agreement.
- (4) If the content of the booking confirmation deviates from the content of the Customer's request, the deviating content of the booking confirmation shall then be binding for the Customer and Hotel & Apart4you GmbH if the Customer does not object in writing within one week's time after the receipt of the booking confirmation. Hotel & Apart4you GmbH is not required to specially notify the Customer of the beginning of this timeframe.
- (5) A furnished apartment/hotel room is being rented out for the number of persons specified on the booking confirmation in "Appartement4you" or "Hotel & Apart4you – Marienhof". In the case of occupancy by more than the specified number of persons, the prior written consent of Hotel & Apart4you GmbH must be obtained. The rental price shall then be accordingly increased based upon the Price List issued by "Appartement4you" and/or "Hotel & Apart4you – Marienhof".
- (6) In the case that the guest should request an extension for his stay, then this option shall be made available to him insofar as unoccupied apartments/unoccupied rooms are available. In order to exercise the option, the Customer shall be obliged to notify Hotel & Apart4you GmbH in writing 14 days before the rental period for the apartment ends that he intends to exercise the option as well as to state for how long he intends to continue to use the apartment. In the case that Hotel & Apart4you GmbH has already concluded a rental agreement with another customer for the booked apartment, Hotel & Apart4you GmbH shall be entitled to lodge the Customer in a comparable

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- (7) apartment/hotel room. A continuation or a renewal of the rental agreement must be expressly agreed in writing. Any oral understandings shall be considered to be null and void.

## 3. Services, Prices, Payment, Offsetting

- (1) Hotel & Apart4you GmbH shall be obliged to provide the apartments/hotel rooms booked by the Customer and to also render the agreed services.
- (2) The Customer shall be obliged to pay the valid and/or agreed prices in accordance with Hotel & Apart4you GmbH's Price List for the rental of the apartments/hotel rooms and the additional services which he utilises. This shall also be valid for services and outlays affected by the Customer that are rendered/incurred by Hotel & Apart4you GmbH for the benefit of third parties.
- (3) The agreed prices shall be understood to include the taxes and local levies which are valid upon the conclusion of the contractual agreement. Not included shall be local levies which are owed by the Customer himself in accordance with the respective local law, e.g. visitor's tax. In the case of any changes in the statutory VAT or the new introduction, change in or abolition of local levies for the contractual object after the conclusion of the contractual agreement, the prices shall be accordingly adjusted (including during the stay). In the case of contractual agreements with customers, this shall be valid only if the timeframe between the conclusion of the contractual agreement and the fulfilment of the contractual agreement exceeds 4 months. In the event that the Customer should not agree to the price increase, then the Customer shall be entitled to a special right of termination which must be exercised in writing within 2 weeks after the announcement of the price increase.
- (4) The billing currency shall be the euro. With regards to foreign currency, the exchange rate differences and the bank fees shall be charged to the Customer who is obliged to make payment. The Customer shall also be at liberty to also make payments in cash, via EC Card or credit card.
- (5) Hotel & Apart4you GmbH may make its approval of a belated reduction of the number of booked apartments/hotel rooms, the services rendered by Hotel & Apart4you GmbH or the Customer's rental timeframe that is requested by the Customer contingent on the proviso that the price for the apartments/hotel rooms and/or for the other services rendered by Hotel & Apart4you GmbH increases.
- (6) Invoices issued by Hotel & Apart4you GmbH without a payment due date shall become payable without any discounts within 14 days after the receipt of the invoice. Hotel & Apart4you GmbH may at any time demand the immediate payment of any payment claims that are owed by the Customer. Any complaints regarding the invoicing must be promptly submitted to Hotel & Apart4you GmbH upon becoming aware thereof. The correct addressee for the invoice must be announced to Hotel & Apart4you GmbH by no later than when the contractual agreement is signed. Hotel & Apart4you GmbH shall be entitled at any time to accelerate any accrued payment claims and demand immediate payment thereof.
- (7) In the case of payment default, Hotel & Apart4you GmbH shall be entitled to respectively demand the currently valid statutory payment default interest in the amount of currently 8%-10% and/or, in the case of legal transactions in which a consumer is involved, in the amount of 5% above the base lending rate. Hotel & Apart4you GmbH reserves the right to document higher damages. For each

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warning letter after the payment default occurs, Hotel & Apart4you GmbH shall be entitled to charge a warning letter fee of at least 5.00 €.

- (8) Hotel & Apart4you GmbH shall be entitled, upon the conclusion of the agreement or thereafter, to demand an appropriate down payment and/or security in the form of a down payment, bank transfer or a credit card guarantee. The amount of the down payment and the payment timeframes shall be agreed in writing in the rental agreement. The security may also be provided by providing valid credit card data. The Customer hereby automatically approves the verification of and the reservations on the credit card. In this case, in the event that the payment timeframes are not met, Hotel & Apart4you GmbH shall be entitled to collect the respectively-agreed fee via credit card. The approval in this regard shall be considered to have already been agreed. The Customer shall assume any related fees.
- (9) The Customer may offset only with a payment claim which is undisputed, has been legally upheld or is ready for adjudication against a payment claim held by Hotel & Apart4you GmbH. Insofar as the Customer is an entrepreneur, he may also only then reduce the rental amount if the right to reduce the rental amount is undisputed and has been legally upheld.

## 4. Smoking Ban, Pets

- (1) All apartments/hotel rooms of Hotel & Apart4you GmbH are non-smoking areas. Thus, smoking is not permitted. Smoking is also forbidden within the entire apartment building/hotel and permitted only in designated areas.
- (2) In the case of a violation of the smoking ban, Hotel & Apart4you GmbH shall be entitled to make termination without notice of the rental agreement. Moreover, the Customer shall assume the damages and/or additional costs incurred from the smoking for the renovation and/or the cleaning work upon vacating the apartment in its full scope, but nonetheless at least € 100.00.
- (3) The keeping of pets is in principle forbidden both in the apartments as well as also throughout the entire premises of the apartment building. Conversely, in the hotel, this is permitted only upon express request.

## 5. Rental Timeframe/Availability/Handover/Arrival Date and Departure Date/Surrender

- (1) The rental timeframe for the apartments of Hotel & Apart4you GmbH shall amount to at least 7 days and shall be limited to a maximum of 6 months. The tenant may rent only for the purpose of temporary usage. Conversely, in the hotel, it is possible to rent a room for only one night.
- (2) Hotel & Apart4you GmbH shall be obliged to provide the apartment/hotel room booked by the Customer for a certain period of time in accordance with these AGB and the service specifications on the "www.hotelapart4you" website.
- (3) Unless a written agreement to the contrary has been concluded, the Customer shall have no claim to the provision of a specific apartment/hotel room.

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The booked apartment/hotel room shall be made available to the Customer as of 4:00 p.m. on the agreed arrival date. The Customer shall have no claim to an earlier availability of his booked apartment/hotel room.

- (4) For apartments provided by Appartement4You, the Customer shall check in on the agreed arrival date at Hotel & Apart4you – Marienhof, Marienplatz 10, 84405 Dorfen. A terminal located in the lobby of the apartment building may be an additional access option subject to Hotel & Apart4you GmbH's approval. After check-in, the Customer must promptly identify any defects in the apartment/hotel room and report them to Hotel & Apart4you GmbH in writing via e-mail: [hotel-dorfen@hotelapart4you.de](mailto:hotel-dorfen@hotelapart4you.de).
- (5) The Customer shall check out on the agreed departure date via Hotel & Apart4you – Marienhof, Marienplatz 10, 84405 Dorfen. For the apartment building, a solution that is easier for the Customer may be agreed in the individual case by mutual agreement. On the departure date, the apartment/hotel room must be vacated by 11:00 a.m. Thereafter, Hotel & Apart4you GmbH may, owing to the belated return of the apartment/hotel room, charge 50 % of the daily price (listed price) as a usage fee for its usage beyond the contractual term insofar as the vacating is done by 6:00 p.m. In the case of a vacating thereof after 6:00 p.m. on the agreed departure date, Hotel & Apart4you GmbH may charge 90 % of the daily price as a usage fee. Contractual claims upon the Customer's part shall not hereby be substantiated. Hotel & Apart4you GmbH reserves the right to document higher damages. In this case, the Customer shall also be at liberty to document that Hotel & Apart4you GmbH has suffered no damages at all or substantially lower damages.
- (6) The return of the apartment/hotel room must be made in the condition in which the Customer found it – in an orderly and tidy manner. The Customer must remove all his personal belongings from the premises and dispose of any foods that have been brought in the rental premises.
- (7) After the lapsing of the rental period, the apartment/hotel room shall be subjected to a final cleaning – for this, the apartment building shall collect an agreed amount in accordance with its Price List. If the Customer should not separately pay this amount, Hotel & Apart4you GmbH shall be entitled to withhold the outstanding amount from the security deposit and/or deduct it from a valid credit card.
- (8) In the case of the supplemental rental of a parking spot, the parking terms and conditions for the underground garage shall also be considered to have been agreed which have been published on the "www.hotelapart4you.de" website and in the underground garage.

## 6. Objects Brought into the Rental Premises/Technical Devices

- (1) The mounting and affixing of objects to walls and ceilings are forbidden owing to possible damage risks. Modifications of any kind to and within the rental premises may not be undertaken. The Customer alone shall be liable for any objects brought into the rental premises and shall indemnify Hotel & Apart4you GmbH from any third-party claims.
- (2) Hotel & Apart4you GmbH shall assume no liability for the loss, destruction of or damage to objects brought into the rental premises – including not for financial losses – except in the case of gross negligence or intentional wrongdoing. Exceptions in this regard shall be damages arising from the loss of life, physical injury or damage to health.

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- (3) Hotel & Apart4you GmbH shall provide an apartment/a hotel room equipped with technical devices and furnishings. The usage of one's own electrical devices by the Customer while using the electrical network of Hotel & Apart4you GmbH shall require written approval by Hotel & Apart4you GmbH. Mobile telephones, PCs, and similar devices may be used without approval. Any disruptions of or damage to the technical systems of the apartment/hotel as the result of the usage of any of the Customer's devices shall be charged to the Customer insofar as Hotel & Apart4you GmbH is not responsible in this regard.
- (4) Hotel & Apart4you GmbH shall be entitled to charge the Customer for the expected additional costs and, where applicable, withhold them from the security deposit and/or deduct them from a valid credit card.
- (5) The Customer shall have the opportunity during his stay to use the WLAN Hotspot as a supplemental service upon a free-of-charge basis. The Customer shall be forbidden from conducting illegal file-sharing via the Internet connection provided by Hotel & Apart4you GmbH. This shall be considered to encompass any upload or download of copyright-protected music, film or software files. The Customer shall be liable for all damages which Hotel & Apart4you GmbH and/or the holder of the rights suffers as the result of the Customer's legal violation.

Moreover, the Customer shall be obliged to fulfil all applicable local, national and, where applicable, international laws and guidelines. For all actions and failures to act during the course of the usage, the Customer himself shall be responsible as the user. The Customer shall assume the full responsibility arising from the illegal usage of the Internet connection and shall indemnify Hotel & Apart4you GmbH from any third-party claims. The connection and user data shall be recorded for documentation purposes by the Hotspot operator in accordance with the statutory directives. Hotel & Apart4you GmbH shall not be liable for the availability and flawlessness of the Internet access. Reductions of the rental amount owing to non-availability and disruptions of the Internet connection shall be excluded.

- (6) Lost items and/or objects that are left behind/forgotten shall be subsequently sent to the Customer only upon request and against the reimbursement of the costs incurred in this regard. Hotel & Apart4you GmbH shall store the objects for a timeframe of 6 months.

## 7. Access to the Apartments/Hotel Rooms by the Operator

- (1) Hotel & Apart4you GmbH shall be entitled to enter the rented apartments/hotel rooms at any time – optimally after consulting with the Customer – in order to make repairs, record the electrical and water metre reading figures and in order to conduct tours of the rental premises for the purpose of a subsequent rental to the next tenant. If third-party companies enter the rental premises, the four-eye principle shall be valid (accompaniment by an employee from Hotel & Apart4you GmbH).
- (2) In the case of looming danger, Hotel & Apart4you GmbH shall also be entitled to enter the apartment/hotel room without any consulting with the Customer.

## 8. Customer's Right of Rescission/No-Show

- (1) A rescission by the Customer of the agreement concluded with Hotel & Apart4you GmbH shall be possible only if a right of rescission has been expressly agreed in the agreement, any other statutory

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right of rescission applies or if Hotel & Apart4you GmbH has expressly approved the rescission of the agreement. The agreement regarding a right of rescission as well as any approval of a rescission of the agreement must be respectively made in text form.

- (2) In the **Apartment Division**, a minimum stay of 7 nights shall be valid and the Customer may rescind the agreement upon a free-of-charge basis by no later than 30 days before the agreed arrival date without triggering payment or damage compensation claims upon the part of Hotel & Apart4you GmbH.
- (3) The rescission must be declared in writing (via e-mail, letter or fax). The timely receipt of the declaration of rescission by Hotel & Apart4you GmbH shall be prevailing in this regard.
- (4) If the Customer rescinds the agreement later than 30 days before the agreed arrival date, the following rescission terms and conditions shall be valid for the Customer in the Apartment Division:
  - 25 - 29 days before arrival: 20 %
  - 15 - 24 days before arrival: 40 %
  - 10 - 14 days before arrival: 60 %
  - 2 - 9 days before arrival: 80 %
  - 1 day before arrival & on the arrival date: 100 %

The Customer shall be at liberty to document that the aforementioned claim has not been suffered at all or not in the demanded amount.

- (5) If the Customer does not use the apartment (e.g. owing to his belated arrival, failure to arrive at all or early departure – so-called no-show), then he shall be obliged to pay the agreed daily price. Hotel & Apart4you GmbH must offset the income received from any other rental of the apartment as well as any saved expenditures against the price to be paid by the Customer. The Customer shall be at liberty to provide documentation to the contrary that the provider has suffered lower damages.
- (6) Any down payment/security deposit/security provided by the Customer shall be reimbursed to him by Hotel & Apart4you GmbH within four weeks after the receipt of the declaration of rescission. In the case of a rescission less than 30 days before the agreed arrival date, this shall nonetheless be valid only insofar as the down payment/security deposit/security exceeds the Customer's payment obligation.
- (7) In the **Hotel Division**, with a minimum stay of 1 night, the Customer may generally rescind the agreement upon a free-of-charge basis by no later than 48 hours before the agreed arrival date without triggering any payment or damage compensation claims upon Hotel & Apart4you GmbH's part. In the cases of heavily booked periods and/or trade fairs, higher prices and special cancellation terms and conditions may be agreed – in this case, the individual rental agreement shall be respectively valid.
- (8) If the Customer does not use the hotel room (e.g. owing to his belated arrival, failure to arrive at all or early departure – so-called no-show), then he shall be obliged to pay the agreed daily price, but nonetheless at least 90% of the total price. Hotel & Apart4you GmbH must offset the income received from any other rental of the hotel room as well as the saved expenditures against the price to be paid

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by the Customer. The Customer shall be at liberty to provide documentation to the contrary that the provider has suffered lower damages.

## 9. Rescission of the Contractual Agreement for the Apartment Building/Hotel

- (1) Insofar as it has been agreed that the Customer may withdraw from the contractual agreement within a designated timeframe upon a free-of-charge basis, Hotel & Apart4you GmbH shall, upon its part, be entitled during this timeframe to withdraw from the contractual agreement if inquiries are made from other customers regarding the contractually-booked rooms and the Customer does not waive his right of rescission upon a query in this regard by Hotel & Apart4you GmbH while setting an appropriate notice period.
- (2) If an agreed or demanded advance payment or provision of security is not made even after the lapsing of an appropriate notice period that has been set by Hotel & Apart4you GmbH, Hotel & Apart4you GmbH shall likewise be entitled to rescind the contractual agreement.
- (3) Moreover, Hotel & Apart4you GmbH shall be entitled to extraordinarily rescind the contractual agreement owing to a materially-justified reason – particularly if
  - Force majeure events or other circumstances occur for which Hotel & Apart4you GmbH is not responsible which make the fulfilment of the agreement impossible;
  - Renting the apartment/hotel room while providing misleading or false information regarding contractually-essential facts (e.g. name or rental purpose);
  - Justified assumption that the rental may put at risk the domestic peace, the safety or the reputation of Hotel & Apart4you GmbH in the public without this being attributable to the sphere of control and/or organisation of Hotel & Apart4you GmbH;
  - The purpose and/or the reason for the rental is illegal;
  - Unauthorised subleasing or subletting;
  - Payment default upon the Customer's part;
  - Awareness of circumstances which indicate that an essential deterioration of the Customer's financial circumstances has occurred after the conclusion of the agreement (e.g. non-payment of due payment claims or no satisfactory security);
  - Filing of a petition for the opening of bankruptcy proceedings by the Customer or the actual opening of bankruptcy proceedings or rejection of the opening of bankruptcy proceedings owing to a lack of assets;
  - Rendering of an affirmation in lieu of an oath in accordance with § 807 ZPO [**German Code of Civil Procedure**];
  - Out-of-court proceedings for the purposes of debt settlement.
- (4) Hotel & Apart4you GmbH shall promptly notify the Customer in writing before exercising the right of rescission.
- (5) In the case that a justified rescission is made by Hotel & Apart4you GmbH, this shall substantiate no claim upon the Customer's part to damage compensation.

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## 10. Defects

- (1) If the services rendered by Hotel & Apart4you GmbH should be discovered to have defects or flaws, the Customer must, upon becoming aware of this, promptly make notification thereof so that Hotel & Apart4you GmbH receives the opportunity to eliminate the defects and/or flaws.
- (2) If the Customer, culpably or not culpably, fails to make notification of defects to Hotel & Apart4you GmbH, then a claim for the reduction of the agreed daily price shall not be valid.
- (3) The Customer shall be obliged to provide reasonable cooperation upon a partnership basis in order to eliminate defects and flaws in order to minimise damages to the greatest extent possible.
- (4) If no defects or damages have been discovered/reported in advance, then the Customer shall be liable for all inventory defects which are created during his stay and/or are discovered when he vacates the rental object. The same shall be valid for missing inventory items.

## 11. Guest's Liability

- (1) The Customer shall be obliged to carefully and considerably handle the rented apartment/hotel room as well as the furnishings and fixtures therein as well as the public areas and fixtures of Hotel & Apart4you GmbH.
- (2) The Customer shall be liable for all damages which are suffered by Hotel & Apart4you GmbH which have been caused by the Customer himself, his guests or other persons/animals for which he is responsible. This shall be valid particularly for damage to the apartment/hotel room and its furnishings and fixtures, for the removal of furnishings and fixtures as well as for damage to the public areas of the apartment building/hotel.
- (3) In the case that the fire protection guidelines (non-smoker building) are not followed which are announced to the Customer during check-in, the guest shall be liable personally for the costs which are incurred as the result of the triggering of a false alarm. Cleaning work as the result of violations caused by smoking shall be charged to the Customer with a fee of at least € 100.00 and which must be settled by the Customer.
- (4) All customers of Hotel & Apart4you GmbH shall be provided with the collective usage of a washing machine and a dryer for a fee in the apartment building. The Customer shall be obliged to handle the washing machine and the dryer with due care during usage and to follow the usage rules that have been posted. The Customer shall be liable for all damages which are incurred through the improper usage of the devices. This shall be valid particularly for damage to the devices and the related repair costs as well as the consequential damages caused by leaking water.
- (5) The electronic locking systems require an access code and/or a key card. In the case that a key card is lost, a fee of 5.00 € shall be charged. For a door-unlocking service outside of business hours (Mon.-Fri., 08:00 a.m. – 6:00 p.m.), the Customer shall pay the actually-incurred and documented costs, but nonetheless at least an amount of 200.00 €.
- (6) The Customer shall be obliged to provide reasonable cooperation in order to eliminate the disruptions and minimise any potential damages.

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- (7) It is recommended that the Customer conclude liability insurance.

## 12. Hotel & Apart4you GmbH's Liability

- (1) Hotel & Apart4you GmbH shall be liable for its obligations from the contractual agreement.
- (2) The Customer's claims for damage compensation shall be excluded. Exceptions in this regard shall be damages arising from the loss of life, physical injury or damage to health if Hotel & Apart4you GmbH is responsible for the contractual violation and for other damages which are based upon intentional wrongdoing or gross negligence upon the part of Hotel & Apart4you GmbH and damages which are based upon the violation of contractually-typical obligations by Hotel & Apart4you GmbH as the result of its intentional wrongdoing or its gross negligence.
- (3) A contractual violation upon the part of a legal representative or a vicarious agent shall equate to a contractual violation by Hotel & Apart4you GmbH.
- (4) If flaws of or defects to the services rendered by Hotel & Apart4you GmbH should be discovered, Hotel & Apart4you GmbH shall, upon becoming aware thereof or through a prompt notification thereof by the Customer, endeavour to provide remedial action. In return, the Customer shall be obliged to provide reasonable cooperation in order to eliminate the disruption and minimise any potential damages.
- (5) For objects brought onto the rental premises, Hotel & Apart4you GmbH shall assume no liability for loss, destruction or damage – including not for financial losses except in the case of gross negligence or intentional wrongdoing. Exceptions in this regard shall be damages arising from the loss of life, physical injury or damage to health.
- (6) Insofar as the Customer is provided with a parking spot in the apartment building garage, in an aboveground apartment building parking lot or hotel garage – including for a fee, this shall constitute no conclusion of a safekeeping agreement. Hotel & Apart4you GmbH shall not be liable for the loss of or damage to the vehicles parked or shunted on the apartment building premises/hotel premises and these vehicles' contents.

## 13. Statute of Limitations

- (1) All claims against Hotel & Apart4you GmbH shall in principle become statute-barred within one year's time after the legal statute of limitations period begins to run insofar as they are not based upon a loss of life, physical injury, damage to health or freedom.
- (2) The shortening of the statute of limitations period shall not be valid for claims which are based upon a contractual violation upon the part of Hotel & Apart4you GmbH, its legal representatives or its vicarious agents as the result of its/their intentional wrongdoing or gross negligence.

## 14. Miscellaneous Comments

- (1) The contractual parties are in agreement that the requirements in accordance with § 12 Para. 2 No. 11 as well as § 4 No. 12 Clause 2 German VAT Act have been fulfilled and exclusively rental agreements are being concluded in accordance with this Act.

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- (2) Hotel & Apart4you GmbH wishes to point out that the rooms provided are in no way being provided permanently and thus are never being provided as a customary abode in accordance with § 8 and § 9 AO [**German Tax Code**].
- (3) The Customer acknowledges this and assures that such usage is neither intended nor to be demanded or implemented. Insofar as the Customer concludes this contractual agreement for usage for other parties than himself, the Customer assures that the user/users of the rental object have been informed of this requirement and that the user/users shall respect it and undertake corresponding measures in this regard.
- (4) Hotel & Apart4you GmbH shall have the right to demand suitable documentation of the contact information, residence and customary abode of the guest/Customer and to archive such documentation in its reservation files.
- (5) The contractual parties agree to endeavour to undertake measures which are suitable, based upon the respectively-current legal state of affairs and findings in order to ensure the fulfilment of the aforementioned rental terms and conditions.
- (6) Insofar as tax-related factual circumstances arise from the current or a future legal status which deviate from the current legal status, the contractual parties shall already now reach agreement on the cooperation and reciprocal support for the purposes of clarification and any potential rectification of these factual circumstances. Any damage compensation and/or legal recourse arising from the correction of these factual circumstances shall be excluded.
- (7) The Customer acknowledges that video surveillance may be done in the general areas of the apartment building/hotel. However, the Customer shall have no claim in this regard. In the case that a police investigation is conducted, the Customer and Hotel & Apart4you GmbH hereby approve the handover of these photos/videotapes. In order to do so, this must be approved by a court of law.

## 15. Final Provisions/Severability Clause

- (1) Any amendments of or supplements to the contractual agreement or these AGB must be in writing. Any unilateral amendments or supplements by the Customer shall be invalid.
- (2) The place of performance and the place of payment for commercial business dealings shall be the commercial residence of Hotel & Apart4you GmbH.
- (3) The legal venue shall be Erding insofar as the Customer is an entrepreneur.
- (4) Insofar as a contractual partner fulfils the requirement of § 38 Para. 2 ZPO [**German Code of Civil Procedure**] and has no general legal venue in Germany, the legal venue shall likewise be Erding.
- (5) The law of the Federal Republic of Germany shall be valid. The applicability of the United Nations Convention on Contracts for the International Sale of Goods and the conflict of laws provisions shall be excluded.

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- (6) If individual provisions of these AGB should be discovered to be or become invalid or null and void, this shall not affect the validity of the remaining provisions. In this case, the statutory provisions shall be valid.

## Parking Terms and Conditions for the Garage/Parking Spots

### 1. Sphere of Applicability

The following parking terms and conditions shall be valid for the provision of parking spots aboveground and in the parking garage of Hotel & Apart4you GmbH, Zinniengasse 3 and/or Marienplatz 10, 84405 Dorfen (hereafter, "Parking Garage") to guests (hereafter, "Customer").

### 2. Road Traffic and Usage Provisions

- (1) The Customer shall be obliged to exercise the required due care in traffic situations. In particular, the special road traffic and safety rules posted in the Parking Garage must be followed. Instructions issued by the personnel of Hotel & Apart4you GmbH or the Property Management Division, which are for safety purposes or affect the domiciliary right, must always be promptly followed. Otherwise, the provisions of the StVO [**Road Traffic Rules and Regulations**] shall be valid.
- (2) Exclusively vehicles may be parked which have been officially approved by the government, have liability insurance coverage and are roadworthy.
- (3) Vehicles may be parked only within the rented, marked and assigned parking spot. Hotel & Apart4you GmbH shall be entitled to tow, or have towed, vehicles which have been incorrectly parked via suitable measures at the Customer's expense. For this, Hotel & Apart4you GmbH may charge a flat fee; in this case, the Customer may document that the costs have not been incurred at all or are substantially lower than the flat fee.
- (4) Moreover, if the Customer uses more than one parking spot with his vehicle, Hotel & Apart4you GmbH shall also be entitled to charge the full fee for the actually-used number of parking spots in accordance with its Price List.
- (5) It is recommended that each Customer, upon leaving his vehicle, always carefully lock it and leave no valuables behind in the vehicle.

### 3. Safety and Administrative Rules and Regulations

- (1) In the Parking Garage, vehicles may be driven only at a walking speed (max. 6 km/h). Otherwise, the Straßenverkehrsordnung [Road Traffic Rules and Regulations] (StVO) shall be valid.
- (2) One is permitted to be in the Parking Garage only for the purposes of parking, loading and unloading as well as picking up vehicles.

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(3) The following are not permitted in the Parking Garage:

- Smoking and the usage of open fire (i.e. lighters);
- The storage of objects of any kind, fuels and flammable objects; this shall also be valid for any empty fuel containers;
- The loose storage of new & used cleaning wool and rags;
- The unnecessary running and testing of motors;
- The parking of vehicles which run on gas/liquefied petroleum gas;
  
- The parking of vehicles with a leaky tank and/or fuel supply system;
- Any type of work on the vehicle including the refuelling, repairing, washing or interior cleaning of vehicles;
- The draining of coolants, fuels or oils;
- Honking one's vehicle horn as well as any other nuisance created through avoidable noises;
- Misuse of the Parking Garage by bicyclists, skaters, skateboarders and the like;
- The parking of vehicles with invalid seasonal license plates; written requests in this regard shall require the written consent of Hotel & Apart4you GmbH;
- The parking of vehicles which do not fulfil the road traffic safety laws (e.g. invalid or expired inspection labels);
- The distribution of advertising materials.

(4) The Customer must, promptly and at his own expense, eliminate any contamination or soilage which he has caused.

## 4. Hotel & Apart4you's Liability

- (1) The Customer acknowledges that the Parking Garage is also being made available to other tenants of the residential complex and Customers of the apartment building and/or hotel, Zinniengasse 3/Marienplatz 10, 84405 Dorfen. The usage of the Parking Garage is made at one's own risk.
- (2) Hotel & Apart4you GmbH assumes no custodial or other due care obligations for the vehicles and other objects brought into the Parking Garage by the Customer; Hotel & Apart4you shall assume particularly no monitoring and safeguarding obligations.
- (3) Hotel & Apart4you GmbH assumes no liability whatsoever for damages which are caused by other customers or other third parties. This shall be valid particularly for damage, break-ins or theft of parked vehicles and/or movable/installed objects from the vehicles or the objects affixed to and/or on the vehicles. This shall also be valid for motorcycles, scooters and bicycles.
- (4) Hotel & Apart4you GmbH shall be liable only for damages which, against documentation, have been caused by it and/or its vicarious agents as the result of its/their intentional wrongdoing or gross negligence. This liability restriction shall not be valid in the case of the loss of life, physical injury or damage to health or the violation of essential contractual obligations.
- (5) Otherwise, the liability of Hotel & Apart4you GmbH shall be regulated in the Allgemeinen Geschäftsbedingungen [**General Business Terms and Conditions**] ("AGB") of Hotel & Apart4you GmbH.

# General Business Terms and Conditions – Hotel & Apart4you GmbH



Version: 02.07.2019

## 5. Customer's Liability

- (1) The Customer shall be liable to Hotel & Apart4you GmbH or third parties for all damages culpably caused by him himself, his visitors or other persons for whom he is responsible.
- (2) The Customer shall be obliged to make notification to Hotel & Apart4you GmbH of any damages for which he is responsible in a prompt manner and before leaving the Parking Garage.
- (3) Moreover, the Customer shall be liable at his own expense for any contamination/soilage of or damage to the Parking Garage and the rented parking spot which has been culpably caused.

## 6. Right of Retention, Lien, Removable of the Vehicle

- (1) Hotel & Apart4you GmbH shall, owing to its payment claims from the contractual agreement concluded with the Customer, be entitled to a right of retention as well as a statutory lien on the Customer's parked vehicle.
- (2) After the lapsing of the agreed rental period, Hotel & Apart4you GmbH shall be entitled to have the vehicle removed from the Parking Garage at the Customer's expense insofar as a prior written notification has been made to the Customer and/or the vehicle owner subject to the provision of at least two weeks' notice which has remained fruitless. Until the vehicle is removed, Hotel & Apart4you GmbH shall be entitled to a fee in this regard in accordance with its Price List.
- (3) Moreover, Hotel & Apart4you GmbH shall be entitled to remove and/or dispose of any vehicles without a proper official permit insofar as such a warning has been announced in advance to the Customer and/or the vehicle owner and the Customer has not fulfilled the demand to remove the vehicle within an appropriate notice period that has been set by Hotel & Apart4you GmbH. Any such warning and demand shall not be required if the Customer and/or the vehicle owner could not be determined even after implementing reasonable measures to identify the Customer and/or vehicle owner. The Customer and/or the vehicle owner shall have a claim to any exploitation proceeds less all costs incurred until the point in time when the vehicle is removed.
- (4) In the case of looming danger, Hotel & Apart4you GmbH shall also be entitled to remove the Customer's vehicle/have it removed from the parking lot or from the Parking Garage.

## 7. Parking Garage Assistance

- (1) In the case of technical disruptions, Hotel & Apart4you GmbH shall provide the Customer with a telephone contact number from 08:00 a.m. to 6:00 p.m.
- (2) If it is necessary for Hotel & Apart4you GmbH's authorised representative to enter the Parking Garage as the result of the Customer's own fault, the Customer shall pay the costs actually incurred and documented, but nonetheless at least an amount of € 200.00.

## 8. General Business Terms and Conditions

Otherwise, the Allgemeinen Geschäftsbedingungen [General Business Terms and Conditions] ("AGB") of Hotel & Apart4you GmbH shall be valid.