

## Booking conditions regarding the rental of a business apartment/holiday apartment

The following booking conditions shall apply between one or more lessees and the lessor of the business apartment/holiday apartment:

Margot Göller-Gameti  
Kanderner Str. 37/1  
79585 Steinen, Germany

In this case, the specific item being leased is the following apartment:

### Section 1 Rented item and keys

- (1) The lessor shall rent to the lessee the following accommodation ("Apartment"):

Holiday Apartment 1, Frau Göller-Gameti  
Kanderner Straße 31/1, top floor  
79585 Steinen, Germany  
(With outdoor seating area at the front of the building)

- (2) The property shall be rented for the number of persons specified in the booking confirmation.

Apartment 1 is designed to accommodate 2–3 adults. A sofa bed that folds out to 140 cm and an extra bed for a baby or infant are available as options.

The Apartment is approx. 35 m<sup>2</sup>, and consists of a living room/bedroom, kitchen and sanitary facilities.

- (3) The Apartment is serviceable, clean, fully equipped and furnished. There shall be no entitlement to demand that the Apartment and fixtures be in new condition. The Apartment shall be rented with the following fixtures and fittings:

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(Date/signature of lessee)

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(Date/signature of lessor)



# Wiesental-Lounge

*... im Dreiländereck zuhause!*

## Living room and bedroom:

### Furniture:

- ◆ Double bed, 90/200, separate mattresses
- ◆ Three-piece suite/ 140 cm wide when folded out
- ◆ Work console
- ◆ Shoe cabinet with mirror
- ◆ Fold-out dining table

### Technical equipment:

- ◆ Free WLAN
- ◆ Swivel-mounted flat-screen TV

## Kitchenette:

### Furniture:

- ◆
- ◆

### Technical equipment:

- ◆ Cooker
- ◆ Toaster
- ◆ Microwave
- ◆ Filter coffee machine
- ◆ Pod machine
- ◆ Refrigerator with freezer compartment

### Other utensils:

- ◆ Blender
- ◆ Crockery/pots
- ◆ Herbs and spices
- ◆ Iron/ironing board

## Bathroom:

### Sanitary facilities:

- ◆ Shower

### Furniture:

- ◆
- ◆

### Other equipment:

- ◆ Hand towels
- ◆ Hairdryer
- ◆ Child's travel bed
- ◆ Child's highchair
- ◆ Goods lift
- ◆ Storage room

## Porch:

- ◆ Outdoor seating area

## Other:

- ◆ Washing machine



# Wiesental-Lounge

*... im Dreiländereck zuhause!*

- (1) Unless any defects are set out in writing by both parties or shown to the lessor by the lessee in a suitable form within 48 hours of the lessee arriving at the property, the Apartment shall be considered to be free from defects.
- (2) Bedding, hand towels and tea towels are included in the price.
- (3) The lessee shall be entitled to use the following facilities during the term of lease for the Apartment:
  - ◆ Parking space for a car on the premises
  - ◆ Outdoor seating area
  - ◆ Washing machine (for a fee)

The lessee shall receive one or more keys for the term of the lease.

## Section 2 Term of the lease, arrival and departure

- (1) The Apartment shall be leased to the lessee for the period from the day of arrival (14:00) until the day of departure (10:30). The lessee can arrive at any time between 14:00 and 20:00 on the day of arrival. They can depart at any time up until 10:30 on the day of departure. By arrangement, it is also possible to arrive earlier or depart later under certain circumstances. However, this cannot be guaranteed in advance and can only be agreed shortly before the date of arrival.
- (2) The key(s) and the house rules shall be handed over to the lessee by the lessor or their agent when the Apartment is handed over, and their receipt must be acknowledged. The prerequisite for moving into the Apartment is the completed rental payment.
- (3) Once the term of the lease has ended, the lessee must hand the Apartment back to the lessor or their agent in good condition – it must be clean and well-swept. Used crockery and cutlery must be completely washed and tidied away into the cupboards. All other objects must be put back where they belong.
- (4) The key(s) to the Apartment must be handed over to the lessor or agent upon departure from the Apartment, and acknowledgement of receipt must be provided to the lessee.
- (5) The lessor shall undertake a thorough final cleaning and charge a flat-rate fee of €30.00.

## Section 3 Booking modalities, rental price and method of payment

- (1) When someone is interested in the Apartment, a booking request is sent to the lessor and this contains at least the following data:
  - ◆ Type of request (private or business)
  - ◆ Company (for business requests only)
  - ◆ First name and surname of the main lessee
  - ◆ Contact e-mail address and telephone number
  - ◆ Number of adults and children
  - ◆ Required booking period
  - ◆ Special requests (e.g. extra bed, payment by credit card, etc.)
  - ◆ Comments (e.g. billing address)
- (2) The lessor shall be entitled to reject the booking request without giving any reason.
- (3) When the booking request is accepted, the lessor formally sends the potential lessee a booking confirmation, which represents a provisional binding confirmation that the Apartment is available and which includes the rental price and the payment terms. A final booking is made only once the advance payment or complete payment has been received from the lessee (see Paragraph 8).
- (4) The rental price is made up of the basic rental price for one person and surcharges for each additional guest. The basic rental price and surcharges are calculated based on the number of overnight stays in the Apartment. For longer stays, there is an option to receive a discount on the basic rental price or a monthly flat-rate price.
- (5) The rental price includes the following:
  - ◆ Rent for the Apartment
  - ◆ Costs for water, electricity, heating (subject to standard usage)
  - ◆ Waste disposal (subject to standard usage)
  - ◆ Use of hand towels, bedding and tea towels
  - ◆ Use of all technical equipment in the multimedia centre
  - ◆ Weekly interim cleaning for stays over 10 days (if requested)
  - ◆ Use of the Internet via WLAN (prerequisite is a terminal device with sufficiently strong aerial, which must be provided by the lessee).
  - ◆ Internet access via the television (via WLAN)
  - ◆ Parking space on the premises (one car)
- (6) The following additional chargeable services can be provided and increase the normal rental price:
  - ◆ Use of the washing machine (€3.00/load incl. washing detergent and fabric softener)

- (7) The rental price is inclusive of value-added tax of 7% (current rate) (e.g. for travel expenses claims for companies).
- (8) If the booking request is made more than one month in advance, the amount is to be paid as follows:  
  
As a booking confirmation from the lessee, a proportion of around 10% of the total amount must be transferred within seven calendar days. The remaining amount shall be payable immediately upon receipt of the invoice. The payment terms must also be individually agreed.
- (9) Additional costs, such as use of the washing machine, must be paid in cash into the cash box provided immediately following use.
- (10) We cannot accept credit cards, such as Visa/Mastercard.
- (11) If a lessee books the Apartment for a continuous period of three months or more, monthly payment can be agreed in advance.
- (12) If the lessee falls behind with the payment by more than seven days, the lessor shall be entitled to terminate the contract without reason and without prior warning, and to rent the Apartment out to another lessee.
- (13) If a lessee books the Apartment for several months and falls behind with the payments, the lessor shall be entitled to terminate the contract without reason and without prior warning, and to rent the Apartment out to another lessee. In such cases, the lessee must vacate the Apartment immediately (see Section 2, Paragraph 3) and compensate for the costs already accrued. If they fail to comply with this and further costs arise for the lessor as a result of this (e.g. for dunning notices or an eviction), the lessee shall undertake to compensate in full for these costs.
- (14) Only those prices that are specified by the lessor in the booking confirmation shall be considered to be binding. All other price information provided on websites, flyers or over the telephone is only intended as non-binding information and is provided without guarantee.

## **Section 4 Cancellation, interrupted stay and extraordinary right of termination**

- (1) A booking can be cancelled at no charge up to two weeks before the intended arrival date. Any payments that have already been made shall be reimbursed. If a booking is cancelled up to two days before the intended arrival date, 50% of the costs must be paid. After this point, the full 100% of costs must be paid. We therefore recommend taking out travel cancellation insurance.
- (2) Instead of cancelling the booking, the lessee shall be entitled to name a new lessee who shall enter into the contract under the same conditions. In this case, following booking confirmation for the new lessee, all of the rights and obligations of the rental contract shall be passed on to the new lessee. The lessor reserves the right to reject the proposed new lessee without giving any reason.

For booked rental terms of more than one month, the lessee shall grant the lessor the right to terminate the rental contract at any time with a notice period of two weeks without giving any reasons. In this case, any rent that has already been paid shall be reimbursed pro rata.

- (3) If the lessee cuts short their stay, they shall remain obligated to pay the rent in full.
- (4) The contract can only be cancelled or terminated in writing. E-mails will also be accepted if they are sent from the e-mail address that was already being used for the communication between the lessor and the lessee. The authoritative day for the lessor and/or lessee shall be the day on which this declaration is received.

## **Section 5 Liability and obligations of the lessee**

- (1) The Apartment, including the furniture and other objects contained therein, must be handled with care and protected from damage. The lessee must ensure that any accompanying persons and/or visitors also ensure the same level of care. The lessee shall be liable for culpable damage to the Apartment, the furniture or other objects in the Apartment, whether by them or by persons accompanying them.
- (2) Defects that arise when the Apartment is handed over and/or during the term of the lease must be reported to the lessor immediately in an appropriate manner.
- (3) It is generally not permitted to keep animals in the Apartment. Exceptions must be approved by the lessor.
- (4) Smoking is not permitted in the Apartment. An ashtray is situated at the front of the building.
- (5) The lessee and any accompanying persons and/or visitors shall undertake to comply with the house rules. These are displayed in the Apartment.
- (6) The lessee must take any other tenants and neighbours into consideration.
- (7) Upon request from the lessor, the lessee shall undertake to show their identity card or passport and that of all accompanying persons, and to allow the lessor to make a copy of these for their records.
- (8) The keys that are handed over to the lessee must be kept safe. If any of the keys are lost, the lessor must be informed of this immediately. In such cases, the lessor can demand that the affected cylinder key and key and/or locking systems be replaced or modified at the lessee's expense.

## Section 6 Obligations of the lessor

- (1) The lessor shall undertake to provide the lessee, on the day of arrival, with a clean apartment with fully functioning equipment which corresponds to what was promised in the booking conditions.
- (2) The lessor shall undertake to repair any defects within a few days where these are found in the Apartment or its promised equipment. This shall not apply for defects for which the lessee is culpable.

## Section 7 Internet

- (1) Access to the Internet via WLAN is free of charge. The lessee shall be responsible for any costs that arise from calling up websites where fees apply.
- (2) The lessee shall undertake to only connect terminal devices that have up-to-date anti-virus software to the Internet via WLAN. A firewall is provided by the lessor in the WLAN router. The lessor alone shall be obligated to configure this firewall.
- (3) The lessor expressly excludes any liability for data losses or virus attacks on the lessee's terminal device which arise when using the Apartment's WLAN and Internet access. For security reasons, we recommend that you only work via a VPN (Virtual Private Network) when using company laptops.
- (4) The lessee shall undertake to not misuse the Internet. In particular:
  - ◆ They shall not send any malware, prohibited advertising, chain letters or other harassing messages.
  - ◆ They shall not infringe upon any rights of third parties, in particular property rights (e.g. copyrights and trademark rights).
  - ◆ They shall not use services for establishing connections for which, based on the call and/or depending on the duration of the connection, the caller receives payments or other financial compensation from third parties (e.g. calls to advertising hotlines).
  - ◆ They shall not use the services to permanently turn the computer into a server.
  - ◆ They shall not commercially forward connections or provide interconnection services.
  - ◆ They shall not use the service for automatic data exchange between terminal devices (machine-to-machine).

In the event of a culpable breach of obligations, the lessee shall be liable to pay damages to the lessor and third parties.

- (5) The lessee shall undertake to not use any private data when using the flat-screen TV's Internet function. The lessor shall reject any liability for damage that occurs as a result of this, even after the rental relationship has been terminated.
- (6) The lessee shall grant the lessor the right to log each of their website visits (but not user data such as passwords). Based on the applicable German legislation, this is the only way to ensure that illegal access to certain websites (e.g. child pornography, racism, etc.) can be uniquely attributed to the lessee.

## Section 8 Miscellaneous, severability clause

- (1) Any changes or additions to this contract must be effected in writing. This also applies to any change to this written form requirement.
- (2) These booking conditions shall apply to all bookings that arise from booking requests that are made between the date stated at the bottom right of this page and the date of release of the relevant next version.
- (3) It is not permitted to transfer the rental contract to third parties.
- (4) The lessor or their agent shall be entitled to enter the Apartment as and when required.
- (5) Should any individual provisions of this contract be invalid or impracticable, or become so after conclusion of the contract, this shall not affect the validity of the remainder of the contract. The invalid or impracticable provision shall be replaced by the valid, practicable provision that most closely approximates to the economic objectives intended by the contracting parties with the invalid or impracticable provision.
- (6) This contract is subject to the law of the Federal Republic of Germany. The place of jurisdiction is Lörrach, Germany.