

General contractual terms between tenant and landlord to rent the apartment in 83623 Dietramszell - Haarstraße 5 (hereinafter referred to as GTC)

1) Component

The following GTC are part of the holiday rental contract between the landlord and the holidaymaker. Deviations from these GTC and any side agreements or assurances that go beyond the content of these GTC shall be agreed in writing. Verbal promises by the landlord are only effective if they are confirmed in writing –German law applies.

2) Conclusion of contract

Rentals can only be performed by persons of legal age. Upon request, this must be proven.

3) Use

The apartment is rented to the tenant for the specified contract period solely for use for vacation purposes or for travelling workers and can only be occupied by the maximum number of persons specified in the lease contract. In violation of this provision, the landlord is entitled to terminate the contract with immediate effect, which results also in the vacation of the apartment without any refund liability arising. Objects that are left behind will be stored for 3 months. After this period we will dispose of them accordingly.

4) Lease

The lease contract for the rental of the apartment is finalised as soon as the apartment is booked according to the valid price, paid for and confirmed in writing.

5) Service charges

In the agreed rent all flat rate charges (e.g. for electricity, heating, water) are included. The apartment is equipped with bedding, towels and tea towels. If necessary and with prior arrangement a high chair and/or travel cot can be provided free of charge. A visitor's tax is not payable.

6) Provision/Number of persons

The guest acquires with the reservation confirmation entitlement to the provision of the accommodation for the booked rental period and duration. If the apartment is not available in whole or temporarily during the rental period due to *'force majeure'*, the landlord is obliged to seek a suitable replacement. The guest has to accept an equivalent priced substitute apartment without a cost reduction. However, the landlord can also optionally make without acknowledging any legal obligation a corresponding pro-rata refund of the payments made by the lessee up to this period.

The agreed or booked number of persons incl. young children are only allowed to be exceeded with written permission from the landlord (young children count as persons). In violation of this provision, the landlord is entitled to terminate the contract with immediate effect, which results also in the vacation of the apartment without any refund liability arising.

Services which are booked as external services from third parties on the spot, do not belong to the scope of the lessor (e.g. rental bikes).

The tenant bears the costs for any Corona tests (PCR test / PCR rapid test / antigen rapid test) themselves. The landlord is only obliged to supervise.

7) Arrival and departure

The booked apartment is available on the day of arrival from 4pm to the tenant as per contractual agreement. On the day of departure the tenant is asked to vacate the apartment by 10am. After consultation, a late checkout may be arranged from 10am to 2pm with a surcharge of 50% of the room rate or after 4pm with a surcharge of 100% of the room rate. In this case the tenant has to do the following work themselves: washing and putting away the dishes. The tenant must arrange on a timely basis with the landlord the time of departure before the actual departure day.

8) Rent and cancellation

The rent is to be paid in full with the demonstrable dispatch of the booking confirmation to the guest into the following bank account:

Sparkasse Bad Tölz/Wolfratshausen
Account name: Cornelia Beer
IBAN: DE66700543060011296597
BIC: BYLADEM1WOR
Reference: Ferienwohnung

For transfers from abroad, the lessee has to incur the possible bank charges themselves. Any discrepancies will be settled in cash on arrival at the latest.

The rental price includes 7% VAT.

The following cancellation rates are charged to the tenant: up to 14 days before arrival free of charge, then the full rental price will be charged if the apartment cannot be full re-rented. Cancellations must be made in advance in writing, otherwise the entire amount will be charged. In case of early departure no refund can be made.

Provisions for long-term bookings: a deposit of 20% for the whole rental period is due immediately after booking. The balance from each rented month is due at least 1 month in advance. In addition a deposit of EUR 200 is required.

9) Animals

Animals are not allowed.

10) Obligations of the tenant

The tenant agrees to treat the apartment including the inventory with the greatest care. For culpable damage to furnishings, rented premises or the building and to the belonging equipment of the rented premises or the building, the lessee is liable to pay compensation if and insofar as it has been culpably caused by them or their companions or visitors. The tenant is responsible to prove that damage has not occurred during his tenancy. In case of any damage in the rented premises the tenant shall immediately notify the landlord or the designated body of contact by the landlord.

For any consequential damages caused due to untimely notification the lessee shall be liable to pay compensation. In porous plugs, sinks or toilet waste, ash, harmful liquids and the like must not be thrown or poured. If due to non-compliance with these provisions blockages in the sewage pipes occur, the polluter bears the cost of repair. In the event of malfunctions of systems

and equipment of the apartment the tenant themselves is obligated to do everything reasonable to remedy the problem or to keep any damages arising as low as possible. The tenant is obliged to inform the landlord about defects in the rental immediately. Should the tenant not do so, they shall not be entitled to claims for non-performance of the contractual services (in particular no claims on rent reduction).

11) House rules

Tenants are encouraged to mutual consideration. Particularly disturbing noises and noise affecting the domestic tranquillity are to be avoided. Radio and television are to be set only on low volume.

12) Liability

The contractual liability of the landlord is limited to the amount of rental, insofar as the damage was not caused deliberately or through gross negligence. The landlord is not liable for the consequences of natural disasters and '*force majeure*'. For extras outside the apartment that are not included in the scope of the leased object and not listed in the booking confirmation, no warranty or liability can be assumed. Damages, liability or reduction claims for non-function of these extras are rejected by the landlord.

The lessor shall not be liable in any form for the introduced goods of the tenant and not for damage to property or personal injury suffered or caused by the tenant or their children by use of the rental.

13) Defects

In case of defects in the apartment or significant deviations from the offer the lessee may demand a reasonable period to remedy the defect. If the defect cannot be eliminated within a reasonable period, the landlord is entitled but not obliged to provide an equivalent priced apartment. However, the landlord can also optionally make without acknowledging any legal obligation a corresponding adequate reimbursement.

14) Jurisdiction

Jurisdiction is Wolfratshausen in Bavaria, Germany.

15) Terms

If any term of these GTC shall be or become ineffective, this shall not affect the validity of the remaining terms. The invalid term shall rather be replaced by a valid one that comes closest to the economic aim of the invalid term.

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