

## General rental conditions

The following general rental conditions for renting the floating house are governed by the rights and obligations of the owner (hereinafter referred to as "landlord") and tenant. The rental conditions apply to the rental contract concluded between the landlord and the tenant. Eco Lodges GmbH (hereinafter referred to as ELG) is the agent of the floating house for the landlord. The floating house is rented to the tenant by the landlord to be used for holiday purposes or for company events.

The tenant will receive a booking confirmation with further information before arrival. The tenant must be at least 18 years of age on the day of booking. For youth group trips, the tenant of the floating house must be at least 21 years of age on the day of booking.

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## **§ 1 Rental property**

The landlord, represented by ELG, rents the floating house under contract to the tenant.

## **§ 2 Rental duration**

The arrival and departure times indicated by the tenant and accepted by the landlord when booking are binding. Check-in is from 3 p.m. until 5 p.m. Check-out on the day of departure is from 9 a.m. until 11 a.m.

## **§ 3 The floating house**

(1) The floating house may only be occupied by the number of persons indicated in the booking confirmation. If the floating house is occupied by more persons than permitted, the landlord may expel the additional persons and, if this is not possible, all persons from the floating house if necessary.

(2) Youth group trips (at least 6 persons, most of whom are under 21 years of age) must be named and registered as such when booking.

(3) Pets require special permission and are only allowed in certain floating houses for an additional charge. The tenant is liable for damage caused by the keeping of animals.

(4) If the landlord provides the tenant with a boat, the tenant is responsible for using the boat and the equipment laid down by law. Should using the boat require a boating licence or similar, the renter is responsible for bringing it along and presenting it if necessary. The users of the boat are obliged to wear a life jacket. The landlord's instructions for using the boat have to be followed. After using the boat each time, the renter is responsible for storing the boat properly. ELG is not responsible for agreements between the tenant and the landlord regarding boat renting. Neither the landlord nor ELG is responsible for accidents or damage in connection with using the boat. The port regulations of the Lake Brombach Special Purpose Association, "Regulations for the Port Facilities on Lake Brombach", must be observed.

(5) ELG accepts no responsibility for allergic reactions of the tenant in the floating houses.

(6) Neither the landlord nor ELG can be held responsible for unexpected noise, e.g. from construction work, boats, events or similar.

(7) Please refer to the current house rules for further information.

## **§ 4 Terms of payment, prices**

(1) All prices are in EUR unless otherwise stated. The booking is immediately binding. The booking is only complete after the tenant's enquiry (offer) has been accepted by ELG. This can only happen after the landlord has accepted the enquiry or the booking. ELG will send a confirmation for this.

- (2) After receiving the booking confirmation, the tenant is obliged to pay a deposit of 20% of the total price within 5 days. The outstanding payment is due 28 days before arrival.
- (3) The entire price is due and payable immediately for reservations made 28 days or less prior to departure.
- (4) If payment deadlines are not adhered to and the corresponding payment arrears are not remedied even after another informal deadline has been set, ELG is entitled to terminate the booking of the existing rental agreement. Termination of the rental agreement for this reason does not release the tenant from paying the rental fee. The statutory provisions shall apply in all other respects.
- (5) The prices quoted by ELG are final prices including fixed, obligatory ancillary costs. Unless otherwise stated, the total price shown is the price including the consumption of electricity, water, fuel, WiFi or similar.

## **§ 5 Deposit**

- (1) A deposit of EUR 250 has to be paid before arrival. It serves to protect the interests of the landlord of the floating house should the floating house become damaged in any way.
- (2) After departure, the deposit will be refunded after a set-off of possible costs due to damage. Should the amount to be settled exceed the deposited amount to be paid back, the remaining sum will be invoiced to the tenant.
- (3) In the event of damage, the tenant will be charged a handling fee of EUR 20 for the expenses incurred as a result of the deposit.
- (4) For youth group trips, a larger deposit of EUR 500 must be paid for the floating house.

## **§ 6 Withdrawal by the tenant**

- (1) If the tenant withdraws from the contract before the start of the rental period without naming a new tenant to enter the contract on the same terms and conditions, the following rent (excluding final cleaning) is to be paid as compensation, with a deduction of the saved expenses, if further renting is not possible:

- up to 49 days before the rental period starts: 10 % of the rental price
- up to 35 days before the rental period starts: 30 % of the rental price
- up to 21 days before the rental period starts: 60 % of the rental price
- up to 14 days before the rental period starts: 90 % of the rental price
- otherwise (later than 14 days before the rental period starts) or in case of no-show:  
100 % of the rental price

- (2) Withdrawal can only be made in writing. The day of receipt of such a declaration by the landlord shall be decisive.
- (3) The tenant may, after cancellation of the contract, designate another tenant in replacement who is willing to take his place in the existing contractual relationship. The landlord can object to the entry of a third party without giving reasons (e.g. if they appear economically or personally unreliable). If ELG accepts this change of tenant, a fee of EUR 50 will be charged.
- (4) The tenant reserves the right to prove that less damage or no damage at all has occurred.

## **§ 7 Duties of the tenant, damage, final cleaning**

- (1) The tenant undertakes to treat the floating house including the furniture and other objects in it with care. He must encourage companions or visitors to treat things with care. The tenant has to make good any damage to the floating house, the furniture or other objects in the floating house caused by him or by companions or visitors.
- (2) The tenant must immediately report defects to/in the floating house to the landlord. The tenant is liable for any consequential damage caused by him that was not reported in time. The tenant is obliged to check the inventory in the floating house immediately after his arrival and to inform the landlord of any shortages or damage no later than the next day after arrival. Claims for damage must be made within one month after expiry of the rental period.
- (3) In the event of defects or damage, the landlord must be granted a reasonable period of time to rectify the situation. In the event of service disruptions, the tenant is obliged to contribute to rectifying the disruption and to keep any damage to a minimum.
- (4) At the end of the rental period, the tenant must hand over the floating house to the landlord in a clean and tidy condition and hand over the keys to the landlord. Final cleaning must be ordered and used by the tenant for reasons of quality. Final cleaning also includes the laundry package. The tenant is not allowed to leave cleaning to a third party. Further essential information can be found in our house rules.
- (5) Regardless of final cleaning, all remaining food must be disposed of on the day of departure, and the refrigerator and freezer must be emptied. Furthermore, the waste from all dustbins must be disposed of in the designated waste containers. All windows must be closed and all electrical appliances switched off. Everything else is listed in the house rules, to which reference is hereby made and which is subject of these general rental conditions.
- (6) If the tenant does not comply with these obligations, he is not entitled to any claims for non-performance of the contractual services (in particular, no claims for reduction of the rent).

## **§ 8 Cancellation**

- (1) If the tenant is more than 14 days in arrears with the agreed payments, the landlord is entitled to cancel the contract without notice and without further

reasons.

- (2) If the contractual relationship is impaired due to unreasonable occurrences in such a way that a continuation of the contractual relationship is unreasonable, the landlord can withdraw from the contract. Both contracting parties are then released from their contractual obligations. Services already provided must always be paid for.
- (3) The contract can be cancelled by both parties if the performance of the contract is significantly impaired as a result of force majeure that could not have been foreseen at the time the contract was concluded.
- (4) The right to termination without notice or extraordinary termination for good cause remains unaffected by the above provisions.

## **§ 9 House rules**

The tenant is obliged to adhere to the house rules.

## **§ 10 Providing Internet access**

- (1) After arrival, the tenant will receive an access code for using the Internet for the duration of his stay.
- (2) Use by third parties or disclosure of the access data received is prohibited. The landlord is not liable for actual availability or reliability for specific purposes. The tenant assures to use the Internet access only within the scope of legal provisions/laws and not improperly (e.g. infringing activity such as file sharing of films or music), and also to instruct family members or visitors accordingly.
- (3) Should the Internet connection be used in an unlawful manner (e.g. for infringing activity, such as file sharing of films or music), the landlord is entitled to restrict the tenant's Internet access in whole or in part at any time. In particular, the landlord reserves the right to block access to certain pages or services at his reasonable discretion at any time.
- (4) The tenant is only given Internet access. Antivirus and firewall are not available. The data traffic produced while using the Internet is not encrypted. Use of the Internet is at the user's own risk. The landlord assumes no liability for damage to the tenant's digital media caused by the use of Internet access. This does not apply to damage caused intentionally or through gross negligence by the tenant or his vicarious agents.
- (5) The tenant undertakes to comply with applicable law when using the Internet. The tenant is responsible for transmitted data and services and legal transactions that are subject to a charge.
- (6) The tenant indemnifies the landlord from all damages and claims of third parties which are based on an incompatible use of the Internet by the tenant and/or on a violation of the present agreement. This also extends to the costs and expenses associated with the claim and defence. If the tenant becomes aware, or should have become aware of such a violation of the law or threat of the

same, he must draw the landlord's attention to this circumstance.

**§ 11 Passport and visa requirements**

(1) ELG and the landlord are not liable for the timely issue and access of necessary visas. The tenant is responsible for complying with all rules and regulations that are important for completing the trip. Any disadvantages incurred by the tenant as a result of non-compliance with these regulations shall be borne by the tenant.

(2) The tenant must enquire about customs and foreign exchange regulations before commencement of travel.

**§ 12 Limitation of liability**

The entire jetty is a hydraulic, maritime, floating facility in exposed wind and wave conditions on Lake Brombach. Depending on the weather, in extreme weather conditions, fog, storms, heavy rain or icy conditions, for example, can restrict the use of the entire facility or parts of it, or even mean that it is blocked completely and its use prohibited. The landlord is expressly not liable for any loss of use resulting therefrom. In all other instances, the statutory provisions shall apply.

**§ 13 Invalidity clause, written form and other matters**

(1) Should any individual provisions of this contract be invalid or unenforceable, or become invalid or unenforceable after the conclusion of the contract, the validity of the remaining provisions of this contract shall not be affected. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision which comes closest to the economic objective pursued by the parties in the invalid or unenforceable provision. The above provisions shall also apply mutatis mutandis in the event that the contract should prove to have gaps or omissions.

(2) Amendments and additions to this contract must be provided in writing. This also applies to any amendment of the clause requiring the written form.

(3) ELG accepts no liability for photographic or printing errors. ELG is not responsible for changes to the information provided on floating houses, as the floating houses are subject to natural influences.

(4) A floating house shall only be deemed to have been booked as binding once receipt of the enquiry (offer) by the tenant has been confirmed by ELG.

(5) The contract is exclusively subject to German law; all legal disputes arising from this contract must be settled according to German law.

(6) The place of jurisdiction for legal disputes is Munich.

The contractual relationship under the following berth numbers is concluded with the following contractual partners, each represented by ELG:

Contractual partner	Berth
Lake Brombach houseboat rental Schneider Klaus	LP01
Christoph Blenk	LP02
Floating house rental Bayer Dominik Bayer	LP03
Holiday home rental houseboat Marina Ramsberg Eva-Maria Schork	LP04
LL-8 GbR, c/o Josef Schöpfel	LP05
Lake Brombach houseboat rental Schneider Klaus	LP06
Houseboat rental Zimmermann	LP07
Sansibar Birgit Förtsch-Höllein and Robert Höllein GbR	LP08
PLACEHOLDER	LP09
Company Rheinboot Dr Matthias Rhein	LP10
Matthias Schmidt V+V	LP11
Rafael and Annette Unterbirker GbR	LP12
Labinsky Robert and Heike GbR	LP13
Stella Marina Unternehmergesellschaft (limited liability) & Co. KG	LP14
Katja Schatz	LP15
Hans and Karin Niebling GbR	LP16
PLACEHOLDER	LP17
PLACEHOLDER	LP18
Katja Schatz	LP19

As of 15 October 2018