

## Terms and Conditions

for the vacation rental „Edelweiss“ located

Hochgratstrasse 256a, 88179 Oberreute, Germany

version of November 2007

### 1. Vacation Rental Agreement

A mandatory vacation rental agreement is final after the tenant's request for reservation has been confirmed by the owner. Reservation form and subsequent confirmation of owner, must be received in writing by fax, email or letter. With signing the reservation form the tenant accepts the Terms and Conditions. The property is subject to availability until confirmation of the booking request.

### 2. Rental Fee and Payment

The total rental fee consists of the price according to the price list that is valid at the time of submitting the booking request plus any additional fees for extra beds, occupancy taxes and/or individual discounts. A deposit of 30 % of the total rent is due within a fortnight after receipt of the rental confirmation. The remaining amount is to be paid in full up to a fortnight prior to occupancy. The leaseholder is required to sign his payments with his full name and address and indicate the rental period agreed upon. Please use the following accounts for payments.

**a) Payments within Germany:** account holder: Norbert Mielke, account number: 0468289000, bank code 100 800 00, Dresdner Bank .

**b) International payments within EU:** Norbert Mielke, IBAN-Nr.: DE 23 100800000468289000, SFIFT-BIC: DRES DE FF

**c) Online-payment:** Via [www.PayPal.com](http://www.PayPal.com) to [norbertmielke@aol.com](mailto:norbertmielke@aol.com)

**d) Money transfers by postal letter:** Money transfers must be sent by registered mail only to: Norbert Mielke, Welfenallee 5, 13465 Berlin, Germany.

Payment of the total rental fee is required 14 days prior to occupancy. Any failure equals a short-notice cancellation of reservation and lease. In this case the owner charges the rental fee in full. No refunds or discounts.

If the vacation rental agreement is made less than 14 days prior to occupancy the total rental is due immediately. The amount is to be transferred to the account mentioned above or – on prior agreement – to be paid in cash on the day of arrival at the apartment. Any failure equals a short-notice cancellation of reservation and lease and the rental fee has to be paid in full without any discounts.

### **3. Occupancy Tax**

There is a Oberreute County occupancy tax due for all tenants. Tenants 16 years and older are obliged to register. Tenants will find registration forms in the apartment. The signed registration forms must be handed in to the local tourist office: Main Street 34, 88179 Oberreute. In return, all tenants will receive a tourist\_ID which offers valuable discounts on various local recreation fees.

### **4. Arrival / Departure**

The tenant will receive his apartment key(s) on the day of arrival no later than 4 pm. The keys will be handed out by the owner's local representative in Oberreute unless other arrangements have been made in advance. Further information on where and when to obtain the keys will be provided by the owner in due time. A folder with general information on the apartment, local events and recreation is available in the apartment. Tenants agree to follow the information given about the apartment.

Check out time is 12:00 noon unless other arrangements have been made in advance. The keys are to be returned to the owner's local representative directly in the apartment. Tenants agree to give a 24hr notice of their desired checkout-time to the owner's representative.

### **5. Number of Tenants**

The apartment holds up to 4 persons. (2 bedrooms, 1 kingsize, 2 single beds) The number of tenants has to be specified in the reservation form. Sheets, pillow cases, blankets and towels are provided free of charge. Additional overnight guests must be announced to the owner or to his local representative 24 hrs in advance. According to paragraph 2, additional guests are subject to additional fees.

Premises are to be used solely as a private dwelling for the occupancy of tenant and tenant's family/friends. Further subletting or commercial use is strictly forbidden.

The owner and his local representative reserve the right to enter the apartment at any time if necessary, e.g. for maintenance, repairs or other.

### **6. Final Cleaning Fee**

The tenant is obliged to pay a final cleaning fee of 45 EUR. This is to be paid in cash to the local representative on the day of arrival. Keys to the apartment will be handed out only upon payment of the final cleaning fee.

### **7. Liability**

Tenants agree to report all damage or problems to the owner's local representative on the day of departure.

In case of a loss of the front door key the tenant is liable to pay an extra amount of 200 EUR. The money will be used to replace the patent key cylinder and to buy new keys. All tenants listed in the registration form are jointly and severally liable.

The tenant agrees that there will be no refunds for malfunction or breakdown of appliances, public power and water supply, telephone or television. Personal property of tenant in said premises shall be and remain at his sole risk and neither owner nor owner's representatives shall be liable for any damages to or loss of such personal property arising from any acts of negligence of any other person or from bursting, leaking or overflowing of water, sewer, or steam pipes, or from heating.

Neither shall the owner nor owner's local representative be liable for any injury to the person of the tenant or other persons in or about the premises. The tenant expressly agrees to save the owner and owner's representatives harmless in all such causes. Owner's representative and owner are not responsible for items left behind. The owner's local representative will make every effort to locate items and if found, return them.

The owner reserves the right to make minor changes in the fixtures and furniture of the apartment.

## **8. Mutual Consent**

Oberreute county is a health resort. Tenants agree to accept the local and federal laws, rules, habits and customs. Any disturbance of peace, loud music, slamming of doors et cetera must be avoided. Tenants agree to always behave in a way that neighbors are not disturbed in any way. If tenant shall break or violate any of the within covenants, conditions or agreements, then, and in such events the tenant may be evicted and removed from the property in an expedited eviction proceeding brought by the owner, or owner's local representative.

## **9. Pets**

**No pets** are allowed in the apartment due to allergies. This applies also to tenant's guests that bring along pets.

## **10. Smoking**

This property is a NON-SMOKING property. Smoking of any kind is not permitted inside the apartment. When smoking outside the apartment make sure that smoking materials are discarded in the trash and not in the flowerbeds.

## **11. Security**

All rooms in the apartment are equipped with fire detectors. All windows have blinds.

The front door is made of burglarproof security glass and has a multiple bolting safety lock.

All electrical systems are secured with fault-voltage protective switches.

Tenants agree to lock all windows, terrace door and front door when leaving the apartment. Also, all candles or open fire, electric lights and electric devices such as hair dryer, stove, toaster, waffle-irons, water heater etc. must be turned off before leaving the apartment.

## **12. Telephone and Internet**

A telephone is available free of charge for incoming calls. The phone number is 0049-8387-924488. The tenant will be charged separately for outgoing calls and for internet use during his occupancy. Tenants agree to inquire about the exact charges for telephone calls and internet use at the local telephone company. Tenants have to bring their own computer or laptop to use the internet. LAN wires to connect with the internet are available in the apartment. The tenant is liable for all outgoing phone calls and internet use while occupying the apartment.

## **13. Cancellation**

Notice of any cancellation must be received in writing by fax, letter or email. Changing date of stay is on availability basis only.

The following payments are due in the event of cancellation:

-cancellations made more than 2 months prior to beginning of rental period: 100 EUR

-cancellations made 14 - 60 days prior to beginning of rental period: 50 % of lease.

-cancellations made less than a fortnight prior to beginning of rental period are not eligible for any discounts.

-No refund is given for early departure.

-leases of 4 weeks or more are not eligible for any discounts/refunds in case of a cancellation.

All requests of cancellation are confirmed in writing by the owner.

#### **14. Disclosure**

It is hereby stated that in the event the owner cannot provide the premises described above in a fit and habitable condition on the date the tenant is to take possession, the tenant shall be entitled to a full refund.

In addition, the following compensation is granted by the owner on written demand:

- cancellation by owner 2 months before lease: 50 EUR
- cancellation by owner a fortnight before lease: 10 EUR per booked night, maximum of 150 EUR
- cancellation by owner less than a fortnight before lease: 10 EUR per booked night, maximum of 200 EUR.

The tenant explicitly waives any further compensations.

#### **15. Breach**

The tenant agrees to reimburse the owner and/or owner's local representative for all costs and expenses, including reasonable attorney fees, incurred as a result of any breach of the rental agreement by tenant or tenant's guests. The owner reserves the right to immediately terminate the tenant's occupancy in case of tenant's breach of the agreement.

#### **16. Severability clause**

If any provision in this agreement is held invalid or unenforceable by a body of competent jurisdiction, such provision will be construed, limited or, if necessary, severed to the extent necessary to eliminate such invalidity or unenforceability. The parties agree to negotiate in good faith a valid, enforceable substitute provision that most nearly effects the parties' original intent in entering into this Agreement or to provide an equitable adjustment in the event no such provision can be added. The other provisions of this Agreement will remain in full force and effect.

**Place of Jurisdiction is Berlin, Germany**