

General Conditions of Agreement

of Holiday flat Mauersberger, Haarhausen

1. Conclusion of agreement, conditions of payment

The agreement between the lessee and the lessor shall be concluded when the agreement, signed by the lessee, has been received by the lessor. The advance payment and the remainder to be paid are stipulated in the agreement. If the signed agreement or the advance payment fail to reach the lessor by the agreed date, the latter may lease the property to other parties without further notification, and without incurring any obligation to pay compensation.

2. Additional costs

The additional costs (such as electricity, gas, heating, etc.) are included in the rental price unless they are explicitly stated in the agreement. Additional costs which are not included in the rental price (Telephone charge) shall be billed at the end of the lease and must be paid before departure.

3. Handover of the leased property, complaints

The leased property shall be handed over to the lessee in clean condition, as stated in the agreement. If any defects are present or if the inventory is incomplete when the property is handed over, the lessee must immediately submit a complaint to the lessor, pointing this out. Otherwise, the leased property is deemed to have been handed over in perfect condition.

If the lessee is late in occupying the property, or if he fails to occupy the property at all, the full rental price shall remain due.

4. Careful use

The lessee undertakes to use the leased property carefully, to obey the house or building regulations, and to show consideration for the other residents of the building and neighbours. In the event of any damage, etc., the lessor must be informed immediately. The leased property must not be occupied by more than the number of persons stated in the agreement.

Sub-letting is not permitted.

The lessee shall take care to ensure that his fellow occupants comply with the obligations set forth in this agreement.

If the lessee or other occupants commit a flagrant violation of the obligations connected with careful use, or if more than the contractually agreed number of residents occupy the property, the lessor can terminate the agreement without notice and without compensation.

5. Return of the leased property

The leased property must be returned on the specified date, in an orderly condition, together with the inventory. The lessee shall be obliged to pay compensation for any damage and for any items missing from the inventory.

6. **Cancellation**

The lessee may withdraw from the agreement at any time, subject to the following conditions:

to 30 days prior to arrival: 20% of the rental price

to 10 days prior to arrival: 50% of the rental price

9 to 0 days prior to arrival: 80% of the rental price

Substitute lessees: the lessee has the right to propose a substitute lessee, who must be solvent and acceptable to the lessor. The substitute lessee shall enter into the agreement subject to the existing conditions. The lessee and the substitute lessee shall be jointly and severally liable for the rent.

The calculation of the cancellation fee shall be governed by the date of arrival of the notification at the lessor's premises or at the accounting office (if this occurs on Saturdays, Sundays or public holidays, the next working day shall count).

If the lease is broken off prematurely, the full rent shall remain due.

7. **Force majeure, etc.**

If force majeure (environmental disasters, acts of God, officially imposed measures, etc.), or events which cannot be foreseen or averted prevent part or all of the leasing arrangement, the lessor is entitled (but not obliged) to offer an equivalent property to the lessee, whereby claims for compensation are excluded. If it is impossible to provide all or part of the service, the paid amount or the relevant proportion thereof shall be refunded, to the exclusion of any further claims.

8. **Liability**

The lessor shall ensure that the reservation is correct and that the agreement is performed in conformity with the terms thereof. For damage other than injury to persons, the liability shall be limited to twice the rent, unless gross negligence or intent are involved. Liability shall be excluded for omissions on the part of the lessee or co-user, omissions by third parties which cannot be foreseen or averted, force majeure or events which the lessor intermediary or other persons called in by the lessor could not foresee or avert, even though due care was taken.

The lessee shall be liable for all damage which is caused by himself or by the co-users; the fault shall be assumed.

9. **Applicable law and place of jurisdiction**

German law shall be applicable. It is agreed that the locality where the leased property is situated shall be the exclusive place of jurisdiction.