

General Terms and Conditions (GTC) - Rental

Two single-family houses and the apartments of a two-family house in 15562 Rüdersdorf are rented out as accommodation. The rental of single or multiple rooms in the rental units Grüne Linde 3a, 3b & 4, as well as the rental of entire rental units is carried out to private individuals, companies and associations (Fitters and company employees, vacationers, holiday guests).

The terms and conditions apply to the rental and use of the accommodation as well as other agreed services and include the rental agreement and house rules.

1. Guest accommodation contract / booking

- 1.1 With your registration / your order you offer the landlord the conclusion of a binding rental agreement.
- 1.2 The registration / booking takes place via the booking guest / the booking company for the persons / number of people listed in the booking. If the booker is not at the same time tenant / user of the accommodation, he is nevertheless jointly and severally liable for all registered persons.
- 1.3 The guest accommodation contract / rental contract and the acceptance of the terms and conditions are concluded as follows:
 - 1.3.1 Through a telephone order from the guest, which is accepted by the landlord in writing by email, fax or post with a booking / reservation confirmation.
 - 1.3.2 By an (also informal) email order from the guest, which is accepted by the landlord in writing by email, fax or post with a booking / reservation confirmation.
 - 1.3.3 By a postal order from the guest, which is accepted by the landlord by email, fax or post in writing with a booking / reservation confirmation.
 - 1.3.4 By an order from the guest by fax, which is accepted by the landlord by email, fax or post in writing with a booking / reservation confirmation.
 - 1.3.5 Through conclusive behavior of the guest in the form of timely performance of the payment.
 - 1.3.6 By handing over the keys and using the accommodation by the guest.



2. Subject matter of the contract / arrival and departure

- 2.1 The landlord undertakes to provide the guest with well-kept and contractually equipped accommodation.
- 2.2 Two free parking spaces are available on the property for each rental unit.
- 2.3 If necessary, the guest undertakes to comply with his statutory reporting obligations.
- 2.4 The arrival takes place on the first booked day between 3:00 p.m. and 7:00 p.m. Arrivals outside of the specified period must be agreed in advance.
- 2.5 On the day of departure (last day of booking) the accommodation must be vacated by 11:00 a.m. Later departures must be agreed in advance and require the consent of the landlord. The landlord reserves the right to invoice a later departure.
- 2.6 The accommodation must be left swept clean on the day of departure. Dishes, cups and glasses have to be cleaned, the rubbish bin has to be emptied, the refrigerator has to be emptied.

3. Prices

- 3.1 The guest is obliged to pay the agreed price for the use of the accommodation and the services he has used. The prices correspond to those that are available at the time of the tender.

4. Payment

- 4.1 Deposit
 - 4.1.1 For bookings of more than 10 nights, a deposit of 30% of the invoice amount is due no later than 7 days after receipt of the booking / reservation confirmation or invoice.
 - 4.1.2 The remaining amount (70% of the invoice amount) is due 4 days before the day of arrival. In consultation with the landlord, the remaining payment can be made in cash on the day of arrival.
- 4.2 For bookings of less than 10 nights and for short-term bookings (less than 14 days before the day of arrival), the total amount is due immediately after receipt of the booking / reservation confirmation or invoice.
- 4.3 Late arrivals or early departures do not release the guest from paying the agreed invoice amount.



5. Withdrawal / cancellation / costs

- 5.1 A withdrawal (cancellation) must be made in writing to the landlord in any case. Cancellations by phone are not possible.
- 5.2 If the guest does not use the booked accommodation, cancellation costs (see point 5.5) are due.
- 5.3 The guest is obliged to pay compensation if, due to his indecisive behavior (e.g. no timely payment of the deposit / the balance), the accommodation that was reserved exclusively for him could not be offered elsewhere, therefore remains unused and the landlord incurs downtime costs. The compensation corresponds to the cancellation costs (see point 5.5).
- 5.4 The landlord undertakes to rent the accommodation to someone else after receiving the cancellation in order to avoid downtime costs.
- 5.5 In the event of a cancellation
- 5.5.1 20 percent of the agreed price is due up to 60 days before the start of the rental period
- 5.5.2 59 to 30 days before the start of the rental period, 30 percent of the agreed price is due
- 5.5.3 29 to 21 days before the start of the rental period, 50 percent of the agreed price is due
- 5.5.4 60 percent of the agreed price is due 20 to 15 days before the start of the rental period
- 5.5.5 14 to 7 days before the start of the rental period, 70 percent of the agreed price is due
- 5.5.6 6 days before the start of the rental period, 90 percent of the agreed price is due
- 5.6.7 In the event of a premature termination of the lease / early departure or in the event of a no-show, the guest has no claim to compensation for the unused rental days. The landlord is required to give the unused accommodation elsewhere in order to avoid downtime costs.

6. Accommodation – liability

- 6.1 The accommodation is handed over in a clean and tidy condition. Should there be any defects or should arise during the rental, the landlord must be informed immediately.
- 6.2 If damage occurs in / on the accommodation or the facility during the rental, the landlord must be informed immediately so that repairs can be initiated or replacements obtained.
- 6.3 The guest is liable for any damage caused to the accommodation and furnishings. This also applies if the damage is concealed and is only discovered after the guest has left.



- 6.4 If the guest causes damage and therefore cannot sublet the accommodation (e.g. due to necessary repairs), the guest is liable for the resulting loss of rent. The amount of the rent loss corresponds to the prices that are available in the tender.
- 6.5 We recommend taking out liability insurance.
- 6.6 The inventory is to be treated with care and is intended to remain in the accommodation. If, after the guest's departure, items / laundry items with which the accommodation was equipped are missing, they will be billed to the guest.
- 6.7 If the apartment key is lost / not returned, the guest is entitled to compensation in the amount of 500.00 euros to be paid.

7. Scope of use

- 7.1 The accommodation may only be used by the number of people specified in the booking. If more people than agreed (according to the booking confirmation) use the accommodation, they have to pay a fee which is determined in the rental price.
- 7.2 The accommodation may only be used by people who have completed the registration form in full and properly before moving in and handed it over to the landlord or someone authorized by him.
- 7.3 If the booking guest intends to accommodate someone other than the person (s) already registered with the registration form in the accommodation during the tenancy, the landlord must be informed in writing in good time before moving in. The other person (s) must fill in the registration form completely and properly before moving in and hand it over to the landlord or someone authorized by him.
- 7.4 The guest undertakes not to keep animals in the accommodation without the express permission of the landlord. In the event of a violation, a separate cleaning fee in the amount of 150.00 euros due.
- 7.5 Subletting or leasing to third parties is not permitted.
- 7.6 The guest agrees to the terms and conditions and the house rules. He declares his consent with registration / booking.

8. Landlord's Rights

- 8.1 The landlord can offer the booked accommodation to other people for rent if the guest does not meet the due claims, such as down payment and payment of the remaining amount, on time. In this case, the landlord can rent out the accommodation booked by the guest to other parties without consulting the guest. In such a case, the landlord is released from the commitment of his booking confirmation.



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- 8.2 If the accommodation is used by more than the agreed number of people or other people than those registered on the registration form, the rental contract will be terminated by the landlord without notice. In this case, the guest is expressly not entitled to repayment of the rent or payment of compensation.
- 8.3 If the terms and conditions or the house rules are violated, the landlord is entitled to terminate the tenancy without notice. In these cases, the guest is not entitled to repayment of the rent or payment of compensation.
- 8.4 The landlord may enter the accommodation for the purpose of important work even during your absence, after prior agreement with you. This also applies to people commissioned by the landlord.

9. Severability clause

- 9.1 Should one or more provisions of these terms and conditions become ineffective, this shall not affect the validity of the remaining provisions.

