

TERMS AND HOUSE RULES FOR RENTAL OF THE APARTMENT “Cipresso 2”

Landlord:

Nancy and Martin Stein, Wilhelm-Hauff-Str. 22, 74855 Haßmersheim, Germany

§ 1 Validity of the General Terms and Conditions

§ 2 Booking and booking confirmation

§ 3 Payment conditions

§ 4 Arrival and departure

§ 5 The apartment

§ 6 Pets

§ 7 Stay

§ 8 Travel cancellation/cancellation

§ 9 Cancellation by the landlord

§10 Liability of the landlord

§11 Use of internet access via WLAN

§11.1. Permission to use Internet access via WLAN

§11.2. access data

§11.3. Dangers of WLAN use, limitation of liability

§11.4. Responsibility and Release of Claims

§ 12 House rules, general rights and obligations

§13 Written form

§14. Severability clause

§ 15 Place of jurisdiction

Conditions

General terms and conditions for renting the holiday apartments “STAYHERE-LAKECOMO” (hereinafter referred to as “landlord”)

The following regulations generally apply when the contract is concluded for the holiday apartment specified in the booking confirmation. The general terms and conditions at www.stayhere-lakecomo.com will also be sent by email or post upon request.

§ 1 Validity of the General Terms and Conditions

(1) These General Terms and Conditions apply to contracts for the rental of holiday properties for accommodation (hereinafter referred to as apartments) as well as all other services and deliveries provided by the provider to the guest. The provider's services are provided exclusively on the basis of these general terms and conditions.

(2) The subletting or subletting of the apartment provided and its use for purposes other than residential purposes require the prior written consent of the provider.

(3) The guest's terms and conditions only apply if they have been agreed upon in advance. Deviations from these conditions are only effective if the provider has expressly confirmed them in writing.

§ 2 Booking and booking confirmation

Please enter your booking requests via the booking request or send them in writing to booking@stayhere-lakecomo.com or call us on + 49 152 290 397 81.

If we can provide you with the apartment within the desired period, you will receive a written confirmation from us. The reservation is legally binding upon receipt of the booking confirmation and after the deposit has been paid (see §3). If a successful booking has taken place via a travel portal, the respective regulations and terms and conditions of the travel portal apply.

Rental contract: With the binding booking of a holiday apartment, which can be made via the Internet, e-mail but also in writing or by telephone, a corresponding contract is concluded. This becomes effective when all the required information is provided and the booking has been confirmed by the landlord (in writing or by email). The contractual relationship is deemed to be canceled if - as formulated in Section 3 Payment Conditions - the payment deadlines are not met.

§ 3 Payment conditions

After receiving the booking confirmation, the entire rental price must be paid in full - regardless of the time of your booking. You can pay by bank transfer or use the electronic payment options on our portal. You will receive the relevant bank details with the booking confirmation. No deposit is currently required when booking through booking.com or [Airbnb](https://www.airbnb.com). For detailed information and regulations, please refer to the general terms and conditions of the respective travel portals. Please understand that we will release the apartment for rent again if no money has been received by the date stated in the confirmation.

In the event of late payment, we are entitled (after a friendly request for payment) to charge the applicable statutory default interest of currently 5% above the base interest rate. For each reminder after the default has occurred, the customer must reimburse us reminder costs amounting to 25.00 euros. The customer is responsible for all other costs incurred as part of debt collection. The customer bears the costs of payment, especially when transferring money from abroad. All bank transfer fees are to be borne in full by the tenant, which means that the full invoice amount must be credited to our bank account free of charge. We only accept payments by bank transfer using the payment options we offer, no debit or credit cards.

§ 4 Arrival and departure

On the day of arrival, the apartment is available from 4 p.m.

The keys are handed over on site by a service provider commissioned by us. If the guest arrives at a significantly later time, the keys will be provided to the guest via a keybox. You will receive the code for the keybox by email and/or WhatsApp. Please do not pass the code on to third parties. Please put the key back in the safe and lock it. Please also change the numbers to "0000". Claims for damages cannot be made if, in exceptional cases, the apartment cannot be occupied promptly at 4:00 p.m.

On the day of departure, the apartment must be vacated by 10 a.m. The landlord reserves the right to charge for a late departure. The apartment must be left swept clean and tidy on the day of departure. The dishes, glasses, etc. must be cleaned and put away, the trash cans must be emptied and the refrigerator must be cleared out.

§ 5 The apartment

The apartment will be handed over by the landlord in a tidy and clean condition with a complete inventory. If defects exist or occur during the rental period, the landlord must be informed immediately. The tenant is liable for any damage caused by him to the rental property, the inventory, e.g. broken dishes, damage to the floor or furniture. This also includes the costs for lost keys.

Replacing a cylinder lock with 4 keys costs 90.00 euros.

The inventory must be treated gently and carefully and is only intended to remain in the apartment. Moving furnishings, especially beds and sofas, is prohibited. The tenant is also liable for the negligence of his fellow travelers. Damage caused by force majeure is excluded from this. If the apartment is used in violation of the contract, such as subletting, overcrowding, disturbing the peace, etc., or if the full rental price is not paid, the contract can be terminated without notice. The rent already paid remains with the landlord.

If liability insurance exists, the damage must be reported to the insurance company. The landlord must be informed of the name and address as well as the insurance number of the insurance company.

§ 6 Pets

Accommodation of pets of any kind is **not** permitted. If animals are still accommodated, the landlord can charge a cleaning fee of up to 250.00 euros (net).

§ 7 Stay

The apartment may only be used by the people listed in the booking. If the apartment is used by more people than agreed, a separate fee must be paid for them, which is determined in the rental price. In this case, the landlord also has the right to terminate the rental agreement without notice.

Subletting or transferring the apartment to third parties is not permitted. The rental agreement may not be passed on to third parties.

The tenant agrees to the general terms and conditions and the house rules of the apartment "Cipresso 2 + Cipresso 7". The declaration of consent occurs when the contract is concluded by booking one of our apartments.

In the event of violations of the General Terms and Conditions or the house rules, the landlord is entitled to terminate the rental agreement immediately and without notice. There is no legal right to repayment of the rent or compensation.

§ 8 Travel cancellation/cancellation

Cancellation must be made in writing. If the booking was made via a booking operator such as booking.com or Airbnb, the cancellation periods specified in the portal apply. If the tenant withdraws from the rental agreement, he or she is obliged to pay part of the agreed price as compensation if the apartment cannot be rented out elsewhere for the period. If you cancel your trip through a successful booking in advance via a travel portal such as booking.com or Airbnb, the cancellation deadlines and cancellation fees specified there apply.

The amount of compensation depends on the time up to the day of arrival and is as follows:

- if canceled 12 to 4 weeks before the start of the rental period: 0% of the agreed rental price
- if canceled 4 to 2 weeks before the start of the rental period: 30% of the agreed rental price
- if canceled 14 to 7 days before the start of the rental period: 80% of the agreed rental price
- For cancellations from 7 days before the start of the trip, 100% of the agreed rental price is due.

Important information:

If you are unable to start your trip due to official and verifiable CORONA travel restrictions (e.g. entry or exit ban), we will refund you the costs minus a processing fee. However, this does not apply if there are no official travel restrictions or you decide to cancel for personal reasons (e.g. quarantine regulations on your return journey or illness). The cancellation rules mentioned above then apply here.

Please find out regularly about the current Corona regulations, for example from the Federal Foreign Office.

It is recommended that you take out travel cancellation insurance.

§ 9 Cancellation by the landlord

In the event of a cancellation on our part, as a result of force majeure or other circumstances beyond our control that make fulfillment impossible; liability is limited to the reimbursement of costs. In the event of a justified withdrawal, the customer has no claim to compensation - liability for travel and hotel costs is not accepted. The landlord can withdraw from the contract after the start of the rental period without observing a deadline if the tenant continues to disturb other tenants despite a warning or behaves in breach of contract to such an extent that the immediate cancellation of the rental agreement is justified.

§10 Liability of the landlord

The landlord is liable within the scope of the duty of care for the proper provision of the rental property. Liability for possible failures or disruptions in the water or electricity supply, as well as events and consequences caused by force majeure are hereby excluded.

§11 Use of internet access via WLAN

§11.1. Permission to use Internet access via WLAN

The landlord maintains Internet access via WLAN in his holiday property. It allows the tenant to share the WLAN access to the Internet for the duration of his stay in the holiday property. The tenant does not have the right to allow third parties to use the WiFi. The landlord does not guarantee the actual availability, suitability or reliability of the Internet access for any purpose. He is entitled at any time to allow additional co-users to operate the WLAN in whole, in part or at times and to restrict or exclude the tenant's access in whole, in part or at times if the connection is or has been used unlawfully, to the extent that the landlord has to fear a claim as a result and cannot prevent this within a reasonable time with the usual and reasonable effort. In particular, the landlord reserves the right to block access to certain pages or services via the WLAN at its reasonable discretion and at any time (e.g. pages that glorify violence, pornography or paid pages).

Streaming services: If the landlord provides the tenant with various streaming services via Internet television, the tenant must register with their own account and must bear the costs for paid programs or similar themselves. We strongly encourage you to log out of your account before you leave! If the new tenants use and/or misuse the services via your account, the landlord is not obliged to bear the costs and assumes no liability for this.

§11.2. access data

Use takes place via access protection. The access data (login and password) may under no circumstances be passed on to third parties. If the tenant wishes to grant third parties access to the Internet via WLAN, this is dependent on the landlord's prior written consent and the third party's acceptance of the provisions of this user agreement, documented by a signature and complete identification. The tenant undertakes to keep his access data secret. The landlord has the right to change access codes at any time.

§11.3. Dangers of WLAN use, limitation of liability

The tenant is advised that the WLAN only enables access to the Internet; virus protection and firewall are not available. The data traffic created using the WLAN is unencrypted. The data can therefore potentially be viewed by third parties. The landlord expressly points out that there is a risk that malware (e.g. viruses, Trojans, worms, etc.) can get onto the end device when using the WLAN. Use of the WiFi is at your own risk and at the renter's own risk. The landlord assumes no liability for damage to the tenant's digital media caused by the use of internet access, unless the damage was caused intentionally or through gross negligence by the landlord and/or his vicarious agents.

§11.4. Responsibility and Release of Claims

The tenant is responsible for the data transmitted via the WLAN, the paid services used via it (including streaming services) and any legal transactions that have not been carried out. If the tenant visits paid websites or enters into liabilities, the resulting costs must be borne by him. He is obliged to comply with applicable law when using the WLAN. In particular he will:

Not to use the WLAN to access or distribute immoral or illegal content; not illegally reproduce, distribute or make accessible any copyrighted goods; this applies in particular in connection with the use of file sharing programs; observe the applicable youth protection regulations; not send or distribute any harassing, defamatory or threatening content;

Do not use the WLAN to send mass messages (spam) and/or other forms of unauthorized advertising.

The tenant indemnifies the landlord of the holiday property from all damages and claims from third parties that are based on the unlawful use of the WLAN by the tenant and/or on a violation of this agreement; this also extends to the claim or its defense related costs and expenses. If the tenant recognizes or must recognize that such a violation of the law and/or such a violation has occurred or is threatened, he will inform the landlord of the holiday property of this circumstance.

§ 12 House rules, general rights and obligations

1. The guest is obliged to comply with the house rules. Night quiet applies from 10 p.m. to 8 a.m. To avoid disruption, TV and audio devices should be set to room volume.
2. For the duration of the apartment rental, the guest is obliged to keep windows (unless tilted) and doors closed when leaving the apartment.
3. Taking or accommodating pets is not permitted.
4. There is a general ban on smoking in the apartment. In the event of violations, the provider can charge a cleaning fee of up to 200.00 euros (net). Smoking is only permitted on balconies and terraces.
5. It is not allowed to take any inventory including bedlinen and bath towels outside the apartment (except for outdoor furniture set and beach supplies); especially at night!

6. The maximum electric use is limited to 3500 watts per apartment. This means that each apartment only one heating device coffee machine, hair dryer, electric cooking plate or 2 stove tops) can be switched on at any time. If you use more electricity, the main fuse will break out, resulting in an electricity outage.
7. Every time you leave the apartment, please remember to close and lock all (roof) windows and doors properly, turn down the heating at 10degrees Centigrade and turn off the lights. This will save energy and therefore will be better for the environment.
8. Because of safety reasons, it is not to hang items on the balconies.
9. Please do not make any noise outside the apartment. We respect each other's privacy and are all here to enjoy the peace and silence of our location in the "Village Acquaseria, San Siro".
10. In case of any contingencies inside the apartment (for example a gas or water leakage) immediately contact your property manager (+39 338 770 6642) or the owners (+49 152 290 397 81).
11. It is not allowed to park your bicycles inside the apartment or on the balcony. We have a locked bicycle storage which can be rented. Please inform at the reception (+39 338 770 6642).
12. (1) Cipresso 2: The apartment has 1 parking space in the underground car park. The parking space is approx. 197 cm wide. If you are unable to park (vehicle too wide or too large), you are not entitled to a replacement parking space. The landlord cannot be held liable for the availability of parking spaces on the "Village Acquaseria San Siro" parking deck or the surrounding public parking spaces. No other vehicles or trailers may be parked. Please make sure that no vehicles leave our area! Fire department access! hinder.
13. (2) Cipresso 7: The apartment does not have its own parking space. Parking spaces can be found on the "Village Acquaseria San Siro" parking deck. The landlord cannot be held liable for the availability of parking spaces on the "Village Acquaseria San Siro" parking deck or the surrounding public parking spaces. Please make sure that no vehicles leave our area! Fire department access! hinder.
14. (3) Modern Urio: The apartment does not have its own parking space. Parking spaces can be found on Dorfstrasse. The landlord cannot be held liable for the unavailability of parking spaces in the immediate vicinity of the apartment. Please make sure that no vehicles block your neighbors' private parking spaces or the village road.
15. The provider has the right of access to the apartment at any time, especially in the event of imminent danger. Appropriate consideration must be given to the guest's interests worthy of protection when exercising the right of access. The provider will inform the guest in advance about exercising the right of access, unless this is unreasonable or impossible under the circumstances of the individual case.

§13 Written form

There are no agreements other than those listed in this contract or in the rental agreement. No verbal agreements were made.

§14. Severability clause

Should one or more provisions of these General Terms and Conditions become ineffective, this will not affect the effectiveness of the remaining provisions. The invalid provision must be replaced by an effective one that comes closest to the economic purpose pursued by the invalid provision.

§ 15 Place of jurisdiction

German law applies. The place of jurisdiction and place of performance is the landlord's place of residence. The local court in "Mosbach" is responsible for any disputes arising from the contractual relationship. responsible.