

Hire contract about the renting of a holiday apartment (valid from 01.01.2023)

The renter: Matthias Eisenhauer, Kleine Schwanengasse 8, 68259 Mannheim
+49 621 39777340, +49 172 – 627 937 0

The tenant -----
(name)

(adress)

(phone, email)

close the following hire contract about the holiday apartment:

im Kurhotel Schluchsee, holiday-apartement App. 1001 (First Floor),
Am Riesenbühl 3, 79859 Schluchsee (Non-smoker's flat)

Rental period:

from: _____ until: _____

Conditions per day:

Low Season

up to 2 Pers.: EUR 89,00

each more person Euro 10,00 per day

High Season*

up to 2 Pers.: EUR 99,00

each more person Euro 10,00 per day

*25.05. – 30-09. / 15.12. – 28.02. / 20.03. – 25.04.

Maximum allocation number: 4 people (1-2 more people / children with cot/crib / air beds: surcharge 10. 00 euros per person and night)

- Final cleaning towels and bedclothes incl.
- visitor's tax according to Kurtaxesatzung Gemeinde Schluchsee:
currently: p. P. and day: 2. 90 EUR (children from 6-16 years: 1. 20 EUR)
- Underground parking place or outside parking free of charge available
- Swimming-pool use in the house free of charge

Least stay: 3 days

Surcharge short stay: up to 3 nights: 60 EUR

Surcharge short stay: up to 4 nights: 30 EUR

Animals are not permitted

Payment:

Deposit of 20% of the whole price (at least Euro 100. 00)
by completion of the contract

EURO _____

Final payment of

EURO _____

at the latest to: -----

Security (250€, payable with the final payment):

EURO _____

Sum:

EURO _____

Correspondent of the renter:

Kto.-Inhaber:

Matthias Eisenhauer

BBBank, Karlsruhe

IBAN: DE53 6609 0800 0002 1756 73

BIC: GENODE61BBB

Contact on site:

Mr. Vitor Figueiredo, Im Rappennest 3, 79859 Schluchsee

(vitor68@hotmail.de, phone: 07656 – 987956, cell phone: 0173 - 4992000)

Information to the equipment of the holiday apartment:

- Number of bedrooms 2, number of sitting rooms / dining rooms 1, separate kitchen 1, number of bathrooms 1, hall 1,
- Size of the rent rooms: approx. 58 square metres,
- TV-Flat Screen/cable, radio / alarm clock, CD / DVD player,
- free WLAN and phone (Festnetz within Germany) in the apartment
- Swimming-pool in the house (free of charge), any liability excluded
- fitness room and sauna (charged seperately) any liability excluded
- med. Bath department *, med. Massages *, also on recipe

- Coffeemaker, toaster, cooker / oven, water cooker, microwave, elektr. Mixing machine
- Vacuum cleaner, washing machine in the house *, tumble drier *, hairdrier, Chilly, freezer, bedclothes, towels, irons, ironing board
- Child chair, 1 child cot/crib, garden furniture on balcony

*) against surcharge, or slot machine

Other: In the whole residential object prohibition of smoking exists

- number of the flat keys handed over to the tenant: __ 02 __
- The holiday apartment lies directly in the spa area. We ask our guests to consider this and wish restful holidays
- The renting occurs on the basis of the enclosed general rent terms whose contents to the tenant are known with contract and with their validity he agrees.

=====
location, date

=====
location, date

=====
signature renter

=====
signature tenant

General rent terms

1. Contract end

The hire contract about the enclosed described holiday apartment is closed obligingly if the attached enclosed hire contract has been signed of the tenant and has been shut to the renter. The holiday apartment is rented to the tenant for the given contract duration exclusively to the use for holiday purposes and may be booked only with the maximum personal number given in the hire contract.

2. Rent price and additional costs

In the agreed rent price all calculated additional costs are included (e. g. , for electricity, heating, water).

A deposit of 20% of the whole price is due with contract end. The final payment is to be performed at the latest 30 days before rent is beginning.

3. Security

If the parties to a contract have agreed on a security, the tenant pays a security for fitment and equipment objects at the rate of 250 euros to the renter. The security is to be provided together with the final payment. It is refunded at the latest within 14 days after ending of the tenancy to the tenant.

4. Rent duration / inventory

On the journey day the renter provides the rent object to the tenant **up from 14. 00 o'clock**, or after arrangement in contract-appropriate condition. Should the tenant occur after 20. 00 o'clock, he should inform the contact on site, Mr. Figueiredo.

The tenant is asked to check the inventory located in the rent object immediately after his arrival and to inform the renter or the contact on site of any deficiencies or of damages at the latest on the day following the arrival.

An inventory is renounced.

On the departure day the tenant will hand over the rent object to the renter **at the latest 10. 00 o'clock**; removed in well-swept condition.

Besides, the tenant still has to do the following works himself:

- Depart to the bedclothes
- rinsing the dishes

- emptying of the wastepaper baskets and garbage cans, and spend of the garbage to the waste box on the property.

5. Cancellation by the tenant

The tenant can withdraw before the beginning of the rent time by written explanation towards the renter from the hire contract.

The time of the access of the cancellation explanation with the renter is decisive. If the tenant withdraws from the hire contract, he has to pay all-inclusive compensation with the expenditures already resulted by the renter and the escaped profit by the following height:

Cancellation up to the 45th day before the beginning of the rent time: 20% (at least nevertheless, 100.00 euros)

Resignation up to the 35th day before the beginning of the rent time: 50% afterwards and with nonappearance: 80%

The proof is left to the tenant that he has originated to the renter none or a substantially lower damage.

With the cancellation of the contract the tenant can name a spare tenant who is ready to enter at his place into the existing contractual relationship. The renter can contradict the entry of the third if this appears economically or personally unreliable. If a third enters into the hire contract, he and the present tenant to the renter stick as a joint debtor for the rent price and by the entry of the third to originating add-on costs.

The renter otherwise has to rent in good faith a not taken up lodging and must add to the account the savings thereby on the cancellation fees asserted by him.

With untimely finishing of the tenancy (departure / termination) by the tenant originates no claim to rent price decrease.

A travel cancellation expenses insurance is recommended to the tenant.

6. Notice by the renter

The renter can discontinue the contractual relationship before or after the beginning of the rent time without observance of a term if the tenant in spite of previous reminder makes the agreed payments (deposit, final payment and security) not in time or behaves otherwise in such a mass contrary to the terms of the agreement that a continuation of the contractual relationship is not to be expected of the renter.

In this case the renter can charge of the tenant replacement of the expenditures resulted up to the notice and the escaped profit.

7. Cancellation of the contract because of unusual circumstances

The hire contract can be discontinued by both sides if the fulfilment of the contract complicates or is endangered as a result of higher power which is not predictable.

Both parties to a contract become free of her contractual obligations. Nevertheless, they must already refund produced achievements for the in each case other party to a contract.

8. Duties of the tenant

The tenant obligates himself to treat the rent object together with inventory with all care. For the culpable damage of furnishings, rent rooms or the building as well as arrangements the tenant is indemnifiable if and in this respect it has been caused by him or his escorts or visitors culpably.

In the rent rooms originating damages the tenant has to notify/to report to the renter (house management, Mrs. Figueiredo) immediately.

For the secondary damages caused by not timely announcement the tenant is indemnifiable. In sink basin and toilet rubbish, cinder, injurious liquids and similar may not be thrown in or be poured. If blockage appears because of nonobservance of these regulations in the sewage pipes, the cause bears the costs of the repair.

By perhaps appearing disturbances in arrangements and facilities of the rent object the tenant is obliged to do even all reasonable to contribute to a removal of the disturbance or perhaps to hold originating damage low. The tenant is obliged to inform the renter or if necessary the house management about defects of the rent thing immediately. If the tenant omits from this announcement, no claims are entitled to him because of non-fulfilment of the achievements according to contract (in particular no claims to rent decrease).

9. Liability of the renter

The renter sticks for the correctness of the description of the rent object and is obliged to produce the by contract agreed achievements properly and to receive during the whole rent time. The liability of the renter for damages to property from unauthorised action is excluded, as far as they are not based on a deliberate or roughly careless duty injury of the renter or his fulfilment assistant. The renter does not stick in cases of higher power (e. g. , fire, flood etc.).

10. Keeping of pets

Animals, in particular dogs, cats are in general forbidden and may be held only with explicit permission of the renter in the hire contract or be kept temporarily. The permission is valid only for the isolated case. It can be revoked if unwholesomeness enters. The tenant sticks for all damages originating from the keeping of pets.

11. Underground parking parking lot

A parking lot in the underground parking can be of use free of charge provided that available. On this occasion, there are no numbered allocations to follow. Compelling necessarily is laying out the topically valid park identity card. You receive this at the beginning of your vacation if requested against bar security / security at the rate of 50,00 euros from the governess. After return of the identity card with departure you get back your bar security / security cash.

12. Changes of the contract

Additional agreements, changes and supplements of the contract as well as all legal-considerable explanations need the written form.

13. House order

The tenants are requested to mutual thoughtfulness. To avoid is in particular annoying noises, loud door throwing and such activities which the occupants bother by the originating noise and affect the domestic rest. Make music is to be omitted in the time from 10. 00 pm to 8. 00 am and from 01. 00 pm to 03. 00 pm. Television and music are to be put only on household noise level.

14. Legal choice and legal venue

German right is in use.

For all disputes from this contractual relationship the district court in whose district the renter has his general legal venue is responsible. For complaints of the renter against businessmen, legal entities of the public or private right or people who have no general legal venue in Germany or have moved after end of the contract her residence or usual place of residence abroad or whose residence or usual place of residence is not known at the time of the complaint elevation the residence of the renter is agreed as an exclusive legal venue.