

Ammersee HOLIDAY



Rental Conditions and Rules of the House

AMMERSEE.HOLIDAY
– Vacation Apartment –
Summerstrasse 8
82211 Herrsching am Ammersee

Rental Conditions

The following Rental Conditions are a translation of the German "Mietbedingungen" that can be found at <https://www.ammersee.holiday/mietbedingungen>. In case of any dispute, only the German version is considered binding.

1. General

- 1.1 These Rental Conditions form the basis of all contracts, agreements and services between Stephan and Margitta Hassenbach (forthwith referred to as the "Owner") and third parties (forthwith referred to as the "Guest").
- 1.2 The subject of this contract is apartment 13 at Summerstrasse 8, 82211 Herrsching am Ammersee, as well as the associated outdoor parking space (forthwith referred to as the "Vacation Apartment").
- 1.3 For contracts with companies, the Guest's general terms and conditions are not accepted even if not explicitly contradicted. Any amendments or additions must be agreed to in writing by the Owner. The acceptance of any service by the Guest is considered acceptance of these Rental Conditions and waiver of the Guest's own terms and conditions. Other conditions are only binding if the Owner has acknowledged them in writing; these Rental Conditions then apply in addition.
- 1.4 Any exceptions, special duties or covenants must be agreed to in writing. Even the waiving of the written form must be agreed to in writing.

2. Payment

- 2.1 For all bookings made through a vacation rental portal, payments are subject to the terms of this vacation rental portal.
- 2.2 For all bookings made directly with the Owner, all payments must be made without any charges or deductions. The date of receipt of payment is relevant. A deposit of 25% of the rental price is due immediately. The remaining 75% is due 28 days prior to arrival. If a payment is not made on time, the Owner can refuse to honour the contract.
- 2.3 For all bookings made directly with the Owner and made less than 28 days before arrival, the entire rental price is due immediately. Short-term reservations are binding after written confirmation by the Owner even if payment has not yet been received. Before hand-over of the Vacation Apartment, the entire payment must have been received by the Owner.

3. Arrival, Departure and Minimum Duration

- 3.1 The minimum rental duration is 5 days in the peak seasons and 3 days at other times. Arrival is between 4:00 pm and 6:00 pm on weekends and statutory holidays, and between 7:00 pm and 9:00 pm on other days. The Vacation Apartment is available until 11:00 am on the date of departure.

- 3.2 Any other agreements must be made in writing with the Owner. 2 days before arrival, the Guest must contact the Owner to arrange the time of arrival.

4. Obligations of the Guest

- 4.1 The Guest agrees to abide by the terms of the Rules of the House that have been provided to him (see below). The Owner reserves the right to check that the Rules of the House are being observed.
- 4.2 Pets are forbidden in the Vacation Apartment. Any violation will result in termination without notice and immediate eviction without financial compensation. 250 EUR will be charged for the subsequent clean-up.
- 4.3 Smoking is strictly forbidden in the Vacation Apartment. Any violation will result in a fine of 250 EUR.
- 4.4 The Guest undertakes to treat the Vacation Apartment and its inventory with all due care. The Guest is liable to pay compensation for the culpable damage to furnishings, rented rooms or the building as well as the facilities belonging to the Vacation Apartment or the building, if and to the extent that it was culpably caused by him or his accompanying persons or visitors. The Guest must notify the Owner immediately of any damage that occurs in the Vacation Apartment, unless he is obliged to remedy it himself. The Guest is liable to pay compensation for any consequential damage caused by not being reported in good time.
- 4.5 Waste, ash, harmful liquids and the like may not be thrown or poured into the sinks or toilets. If blockages occur due to non-observance of these provisions, the Guest must bear the costs of the repair.
- 4.6 In the event of any malfunctions in the facilities and equipment of the Vacation Apartment, the Guest is obliged to do everything reasonable himself to contribute to remedying the malfunction or to keep any damage that may occur to a minimum. The Guest is obliged to inform the Owner immediately of any defects in the Vacation Apartment. If the Guest fails to report this, he is not entitled to any claims due to non-fulfillment of the contract (in particular no claims to rent reduction).
- 4.7 The Owner and his authorized agents have the right to access the Vacation Apartment at any time, especially in the event of danger or necessary repairs. Appropriate consideration must be given to the Guest's interests worthy of protection when exercising the right of access. The Owner will inform the Guest in advance about the exercise of the right of access, unless this is unreasonable or impossible for him in the circumstances of the individual case.

5. Cancellation by the Guest

- 5.1 The Owner grants the Guest the right to cancel his reservation according to the following conditions. Any cancellation must be in writing. Relevant is the date of receipt by the Owner. The Owner recommends trip cancellation insurance.

- 5.2 In the event of cancellation, the Guest must pay compensation for the arrangements and expenses made. The amount of this compensation claim is determined by the proximity of the time of cancellation to the agreed start of the arrival:
- 7 to 14 days before arrival: 50% of the rental price
 - Less than 7 days before arrival or no-show without previous cancellation: 100% of the rental price
- 5.3 Changes to bookings made after the aforementioned deadlines are deemed to be a cancellation and a subsequent new booking. A transfer of the booking to a third party is not permitted unless expressly agreed to by the Owner in writing.

6. Cancellation by the Owner

- 6.1 Only the number of guests reserved and agreed to by the Owner are permitted in the Vacation Apartment. Should the Vacation Apartment be occupied by more people than contractually agreed upon, the Owner reserves the right to termination without notice and immediate eviction without financial compensation. Any and all forms of parties or events in the Vacation Apartment are forbidden.
- 6.2 The Owner can terminate the contract before or after the start of the rental period without observing a period of notice if the Guest fails to make the agreed payments (down payment, final payment, deposit, etc.) on time despite a prior reminder or otherwise behaves contrary to the contract to such an extent that the Owner cannot be expected to continue the contractual relationship. In this case, the Owner can demand reimbursement of the expenses and lost profit from the Guest.
- 6.3 The rental contract can be terminated by either the Owner or Guest if the fulfilment of the contract is made considerably more difficult, endangered or impaired as a result of force majeure that was not foreseeable when the contract was concluded. Both parties are released from their contractual obligations. However, either must reimburse the other contracting party for services already provided.

7. Liability

- 7.1 The Guest is liable for all damages caused by him. The Guest is responsible for the key provided to him for the duration of the rental of the Vacation Apartment (2 keys for the doors). The Guest is obligated to keep the Vacation Apartment clean and to sweep it before checking out. The Guest is responsible for any damages or loss to the inventory of the Vacation Apartment or loss of the keys. The Owner is not responsible for any damage to the Guest's belongings including baggage or automobiles or any damage to persons. The Guest must treat the Vacation Apartment and its contents with care. The contents of the Vacation Apartment are the property of the Owner and are only supplied for use by the Guest. The Guest will be invoiced for any loss or damage of the contents. The Owner must be notified of any damages immediately. Parents and/or guardians are responsible for their children.

8. Complaints and Damage Compensation

- 8.1 The Guest can assume that the Vacation Apartment is neat and tidy upon arrival. Any complaints should be directed towards the Owner. Should any problems be encountered, the Guest must inform the Owner upon arrival or on the day the problem arises. Subsequent complaints cannot be considered.
- 8.2 The Owner is only liable for breach of duty in the case of deliberate intention or gross negligence. Additional damage compensation is explicitly excluded.

9. Privacy Policy

- 9.1 What data is collected when the vacation rental is booked, what happens with this data and what rights the Guest has are explained in the Privacy Policy that can be found at <https://www.ammersee.holiday/datenschutz?lang=en>.
- 9.2 By booking the vacation rental, the Guest explicitly states that he has read, understood and agrees to the Privacy Policy.

10. General Provisions

- 10.1 Court of jurisdiction is Starnberg. Place of fulfilment is Herrsching am Ammersee.
- 10.2 These Rental Conditions remain in effect even if certain clauses are provisionally ineffective. The law of the Federal Republic of Germany shall apply.

Rules of the House

A certain set of rules is necessary when several people live together under a common roof. People will only feel comfortable when everyone is considerate to each other. The Rules of the House outline the rights and obligations to ensure a peaceful coexistence and apply to all residents.

1. Security

- 1.1 For security reasons, please ensure that the main entrance door, the doors to the basement, the door to the garage and the garage door itself are always closed.
- 1.2 Make sure that nothing blocks the common hallways, staircase, basement or paths outside since these are emergency routes. The only exception is baby carriages, walkers or wheelchairs. These can be stored under the staircase.
- 1.3 Do not place any plants or other objects in the stairwell.
- 1.4 Bicycles can only be stored in the designated area of the garage. A maximum of two bicycles can be stored here. Mopeds, motor scooters, motorcycles and bicycle trailers may not be kept here.
- 1.5 Storing flammable or odorous materials in the basement or garage is not permitted. The owner must be informed immediately if any materials leak.
- 1.6 Please keep the windows of the basement and the stairwell closed in the winter months. Also, please close the windows during rain or storm.
- 1.7 Smoking is not permitted in any common rooms, hallways or stairwell.

2. Barbecuing

- 2.1 Barbecuing or any larger open flame is not permitted on the balconies. A minimum distance of 25 m between an open flame and the house must be adhered to.

3. Motor Vehicles

- 3.1 You are not allowed to wash your motor vehicles on the property. Likewise, it is forbidden to perform an oil change or other repairs.

4. Ventilation

- 4.1 Ensure the apartment is sufficiently ventilated, especially in the winter months. This is best done by opening the windows wide for a short period of time.

5. Noise

- 5.1 Every resident is asked to refrain from avoidable noise in the apartment, the house and the rest of the property. Special consideration must be taken between 7:00 pm and 8:00 am as well as between 12:00 pm and 1:00 pm. Please adjust radios, TVs, CD players and so on to normal room volumes.
- 5.2 Playing musical instruments is not permitted at any time of day.
- 5.3 Sundays and holidays are generally considered days of rest and all excess noise must be avoided.

6. Pets

- 6.1 Pets are not allowed in the house.

7. Children

- 7.1 Parents or guardians are responsible for their children and must tidy up any toys. For security reasons, children cannot be left unattended in the basement or any common rooms.

8. Cleanliness

- 8.1 The house and the property must be kept clean.
- 8.2 Garbage may only be placed in the designated garbage and recycling bins. Please note that garbage must be sorted according to the guidelines set out by AWISTA (see <http://www.awista.info>). Cardboard, toxic waste and bulky waste must be brought to the recycling station and cannot be placed in the garbage or recycling bins on the property.
- 8.3 Garbage may not be flushed down the toilets or the sinks.
- 8.4 The owner must be informed immediately of any damage to the property.

9. General

- 9.1 It is forbidden to feed birds on the balconies.
- 9.2 It is forbidden to store any refuse on the balconies.

Updated: September 2024