

TABLE OF CONTENTS

| | |
|---|---|
| SETTING CONDITIONS FOR PARKING GARAGES AND HOTEL CAR PARKS..... | 1 |
| 1. RENTAL CONTRACT..... | 1 |
| 2. CONDITIONS OF USE..... | 1 |
| 3. SAFETY AND ORDER PROVISIONS..... | 2 |
| 4. CHARGE / PARKING TIME..... | 2 |
| 5. LIABILITY OF THE HOTEL..... | 2 |
| 6. LIABILITY OF THE HIRER..... | 3 |
| 7. PAN RIGHT / RETURN RIGHT / DISPOSAL..... | 3 |

SETTING CONDITIONS FOR PARKING GARAGES AND HOTEL CAR PARKS

1. RENTAL CONTRACT

1.1 Upon acceptance of the parking ticket and/or entry into the parking garage or the hotel car park (hereinafter referred to as "Parking Area") a lease agreement is concluded between the Hotel and the Lessee for the duration of the parking requested by the Lessee within the opening hours according to these adjustment conditions.

1.2 Neither guarding nor custody is the subject of this contract. The hotel does not assume any care or special care obligations for the items brought in by the tenant.

2. CONDITIONS OF USE

2.1 The hirer is obliged to observe the necessary care in traffic. In particular, the special traffic rules and safety regulations in the parking area must be observed. Instructions given by the hotel staff concerning security or domestic law must always be followed immediately. For the rest, the provisions apply on the StVO.

2.2 Vehicles may only be parked within the marked pitches, but not on pitches reserved for permanent users marked by signs. The hotel is entitled to convert defective vehicles by means of appropriate measures at the expense of the hirer. For this purpose, the hotel may charge a sum, in which case the tenant can prove that the costs have not been incurred or are significantly lower than the sum.

2.3 The hotel is also entitled to remove the renter's vehicle from the parking area in case of danger in default.

2.4 Every hirer is advised to close his vehicle carefully after leaving and not to leave any valuables behind.

2.5 The opening hours can be found on the corresponding notices.

3. SAFETY AND ORDER PROVISIONS

3.1 In the parking area you may only drive at walking speed.

3.2. After entering the parking area, the vehicle shall be parked immediately on a designated parking space and the engine shall be switched off; it shall not be allowed to run the engine while idling.

3.3 The following are not permitted in the parking area:
smoking and the use of fire,

- the storage of operating materials, fuel tanks and flammable articles,
- the parking of vehicles with a leaky tank or carburetor,
- refueling, repairing, washing, interior cleaning of vehicles,
- the discharge of cooling water, operating materials or oils,
- the distribution of promotional material.

3.4 Staying in the parking area is only permitted for the purpose of stowing, loading and unloading, as well as picking up vehicles.

3.5 The hirer shall immediately remove impurities caused by him.

4. CHARGE / PARKING TIME

4.1 The amount of the parking fee to be paid and the permissible duration of parking are shown in the price list on display.

4.2 The maximum parking period is one month, unless a special agreement is made on a case-by-case basis.

4.3 After the maximum parking period has expired, the hotel is entitled to have the vehicle removed from the parking area at the expense of the hirer, provided that prior written notice has been given to the hirer and/or the vehicle owner with a notice period of at least two weeks and has remained unsuccessful or the value of the vehicle obviously does not exceed the lease due. The hotel is entitled to a fee corresponding to the price list until the vehicle is removed.

4.4 In the event of loss of the parking ticket, at least one daily rate will be charged, unless the tenant can provide proof of a shorter parking period or the hotel can provide proof of a longer parking period.

4.5 The hotel may verify the authorization to collect and use the vehicle. The proof is provided, among other things, by the presentation of the parking ticket; the tenant may provide another proof.

4.6 If the hirer uses more than one parking space with his vehicle, the hotel is entitled to charge the full parking fee for the number of parking spaces actually used.

5. LIABILITY OF THE HOTEL

5.1 The hotel is only liable for damage that can be proven to have been caused intentionally or through gross negligence by it or its vicarious agents. This limitation of liability does not apply to an injury to life, body or health or in breach of essential contractual obligations.

5.2 The hirer is obliged to notify the hotel immediately of any damage to his vehicle.

5.3 The hotel excludes any liability for damages caused by other tenants or other third parties. This applies in particular to damage, destruction or theft of the stopped vehicle or movable/built objects from the vehicle or objects attached to or on the vehicle.

5.4. The hotel is also not liable for damage caused to the tenant by fire, humidity or force, unless the hotel itself or its vicarious agents caused the damage intentionally or through gross negligence.

5.4 If the hirer is a hotel guest and the hotel takes over the parking or collection of the vehicle at the request of the hirer, this also does not constitute a custodial contract and no obligation to monitor, as this is merely a courtesy of the hotel towards the guest. Damages caused to other vehicles or objects are to be regulated by the car liability insurance of the hirer/vehicle owner. Furthermore, the hotel and the driver hired by the hotel are not liable for damages directly incurred to the renter's vehicle or for any financial disadvantages in connection with: the settlement of damage to other vehicles or items via the motor vehicle liability insurance of the hirer/vehicle owner (deductible, premium increases, etc.), unless the driver hired by the hotel causes the damage intentionally or through gross negligence.

6. LIABILITY OF THE HIRER

6.1 The tenant shall be liable for damage caused to the hotel by himself or by his agents, or his accompanying persons. He is obliged to report such damage to the hotel without being asked to do so before leaving the parking area.

6.2 The tenant is liable for the cleaning costs in case of impurities caused by him in the parking area within the meaning of point 3.2.

7. PAN RIGHT / RETURN RIGHT / DISPOSAL

7.1 Due to its claims under the rental agreement, the hotel is entitled to a right of retention and a legal lien on the rented vehicle.

7.2 The hotel shall be entitled to remove and/or dispose of vehicles or trailers without an official registration plate if the hirer/car holder has been previously threatened to do so and if the hirer/car holder has failed to comply with the request to remove the vehicle within a reasonable period set by the hotel. There is no need for such a threat and demand even if the hirer/carrier has taken reasonable measures and they could not be determined. The hirer/vehicle owner is entitled to any recovery proceeds less the costs incurred and the parking fee incurred up to the time of removal of the vehicle.

7.3 Without prejudice to the rights of clause 7.1 and clause 7.2, the hirer is liable to the hotel for all costs incurred.