

General provisions of a contract to the hire contract

to the holiday apartment in Haarhausen and the summer cottage in Ohrdruf

1. Contract conclusion, payment practices

The hire contract is closed, as soon as the lodging ordered or was promised, or if a commitment for time reasons was no more possible, has been provided. If a written contract is agreed between the tenant and render, he is closed if the contract signed by the tenant has arrived with the render. The deposit of at least 20% of the rent price is due at the latest 14 days after book entry confirmation and the final payment at the latest 1 month before the rent beginning. Divergences are held on in the guest admission contract or in the rent confirmation. If comes the signed contract which is not performed deposit amount or the final payment amount up to the agreed date with the render and also by request under appointment of a date no payment, the render is entitled to terminate the contract without notice and to reverse the book entry without becoming indemnifiable and can rent the property anderweilig. For this the render may require a handling charge. Without entire payment no claim to production of the renting performance exists.

The rent price is expelled basically without value added tax.

2. Additional costs

The additional costs (how electricity, heating etc.) are included in the rent price, unless, they are expressly expelled in the contract. Not in the rent price included additional costs (telephone charges) are settled up in the renting and are to be paid before the departure. The use phone, Internet use or Internet phone (VOIP) can be prohibited without grounds. By technical disturbances no claim on these performances exists.

3. Handing over of the rent property; objections

The rent property will hand over to the tenant in clean and stipulated state. Should shortages be available by the handing over or be incomplete the inventory, the tenant has to indicate this immediately with the render. Otherwise the rent property counts as in good order and condition handed over.

Should the tenant take over the property is not late or at all, the whole rent price remains owed.

4. Careful use

The tenant undertakes to use the rent property with care, to keep to the house order and to take consideration towards the other house inhabitants and neighbors. With allfälligen damages etc. the render is immediately to be informed.

The rent property may be covered at most with the number performed in the contract of persons. Sublease is not allowed. The tenant is dealt with for the fact that the occupants to the liabilities of this contract follow.

If the tenant or occupant offends in crass way against the liabilities of the careful use or the apartment with more than the by contract agreed number of persons is covered, the render can dissolve the contract without period and without reparation.

5. **Return of the rent property**

The rent property is to be returned in time in well-arranged state well-swept with inventory. For damages and being absent inventory the tenant is indemnifiable. We keep to us before by excessive soiling an Endreinigungsbegühr to raise. We understand by excessive soiling the cleaning of hearthstones, upholstered furniture, blankets and mattresses, mountains of washing (e.g., burnt pots), food on the floors etc.

6. **Annulment**

The tenant can withdraw any time from the contract under the following conditions:
to 30 days before journey there are 20% of the rent price,
to 10 days before journey there are 50% of the rent price,
9 to 0 days before journey 80% of the rent price are to be paid.

Spare tenant: The tenant has the right to suggest a spare tenant. This must be reasonable for the render and be solvent. He enters into the contract to the existing conditions. Tenants and spare tenants stick in solidarity for the rent.

Authoritatively for the calculation of the annulment fee the arrival of the communication is with the render or at the book entry place (with Saturdays, the next working day) counts for Sundays and holidays.

By untimely rent demolition the whole rent remains owed.

7. **Force majeure etc.**

Prevent force majeure (environmental disasters, nature power, official measures etc.), unpredictable or not turnable away events the renting or their continuation, the render is entitled (to offer, however, not obliged), to the tenant an equivalent spare property to the exclusion of claims for damages. If the performance or not cannot be produced in full circumference, the paid-up amount or the corresponding interest is refunded to the exclusion of other claims.

8. **Liability**

The render answers for a proper reservation and contract-compliant fulfilment of the contract. With others than personal damages the liability is limited to the double rent, unless, it culpable negligence or intention are. The liability is excluded for defaults on the part of the tenant or couser, unpredictable or not turnable away defaults of third, force majeure or events which of the renders or other persons consulted by the render in spite of compulsory care could not foresee or turn away.

The tenant sticks for all damages which are caused by him or couser, the fault is supposed.

9. **Applicable law and jurisdiction**

German right is applicable. As an exclusive jurisdiction the place of the rent property is agreed.