

# Terms and Conditions for the Rental of the apartment Funk *Baederstr. 73, DE-65321 Heidenrod Kemel, Germany*

(of 12/2022)

## **§ 1 Landlord**

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## **§ 2 Booking**

### **2.1**

If the booking was made directly via an online portal, these terms and conditions and our house rules are considered as accepted.

### **2.2**

When booking through the landlord, this makes an offer to the tenant in the form of the sent price request. The booking of the apartment is binding, as soon as the written confirmation of the booking has been received by the landlord. By confirming the booking, the renter and his fellow travelers recognize these terms and conditions and our house rules as binding.

When booking by phone, the contract comes about by submitting the declaration of intent on the phone and the telephone or written confirmation by the landlord. Upon entering the apartment, the house rules and the terms and conditions are recognized. These were already communicated in advance.

### **2.3**

The apartment may be used at most with the number of persons specified at the time of booking (max 3). It is strictly forbidden to accommodate other persons without the consent of the landlord.

## **§ 3 Payment**

The invoice **amount is to be paid in full upon arrival.** A collective payment for several bookings (e.g. within one month) is unfortunately not possible. Each booking is assigned an invoice with an invoice number and must be paid separately. A security deposit may be charged in advance.

We take the **liberty of charging a surcharge of 10% of the invoice** amount for each week of delay.

## **§ 4 Additional costs / tourist tax**

The additional costs for water, electricity and heating are included in the rent. A flat rate is charged for WiFi, A/C, towels, bed linen and final cleaning.

## **§ 5 Bank details**

The bank details will be communicated with the booking confirmation.  
We accept: bank transfer, PayPal, cash payment with receipt.

**EC payments or credit cards are not possible.**

## **§ 6 Keys**

The landlord will hand over the apartment key to the tenant upon arrival. The valid identity card or passport must also be presented on arrival. The landlord is free to make a copy for the registration form. The key must be handed over to the landlord immediately after departure (further keys [toilet door, bedroom] in the apartment should remain in the apartment).

In the event of loss, damage or theft of one or more keys, the lessee may be responsible for the resulting damage. This also applies if the entire locking system has to be replaced.

## **§ 7 Arrival and departure**

On the day of arrival, the apartment is available from 4 pm. Claims for damages can not be asserted if the apartment can not be booked punctually at 4 pm.

The landlord is 24 hours before the planned purchase of the apartment the approximate arrival time and exact number of persons to call.

Deviations see §13.1.

On the day of departure the apartment must be available from 10 am for final cleaning. The dishes are not included in the final cleaning and must be carried out by the tenant (dishwasher available). Before checking out, all windows must be closed. All leftovers must be removed from the fridge and the apartment. This is the responsibility of the tenant.

## **§ 8 General obligations / house rules**

### **8.1**

The renter is required to behave considerately, especially with regard to the volume, so as not to disturb the other persons in the house. This must also be considered if the tenants use the garden

### **8.2**

The apartment is rented with complete inventory. Any shortages, defects or damage are to be reported to the landlord immediately. About the state of the apartment and the inventory any complaints are recognized only within 24 hours of arrival. The inventory is gentle and easy to handle. The renter is liable for damages caused by culpable violation of him incumbent due diligence and disclosure, especially in case of improper treatment of technical equipment and other furnishings. The tenant is also liable for the fault of his fellow travelers. Damage caused by force majeure is excluded.

### **8.3**

If possible, take off the street shoes in the entrance area of the apartment.

### **8.4**

In case of breach of contract, such as subletting, overcrowding, disturbance of the house peace, etc., as well as non-payment of the full rental price, the contract can be terminated without notice.

The already paid rent remains with the landlord.

## **§ 9 Smoking**

Smoking and use of incense sticks in the apartment is prohibited. Outside smoking is possible. An ashtray is available and is to be used.

## **§ 10 Parking**

### **10.1**

A car (length max 6 m [6,5 feet]) parking is available. Additional free parking is available in the public area, at the roadside, designated / public parking spaces and in about 200 m [650 feet] distance at the sports field.

### **10.2**

All general technical and official regulations, especially those of the fire brigade and construction supervision authorities, must be observed.

### **10.3**

Car wash, oil change, repairs, open fire a. s. o. are not allowed. Leaking gasoline, oil or other environmentally hazardous liquids must be removed immediately and must not seep into the ground or flow into the drainage system. In addition, the landlord is to be notified immediately. It is then free for him to take further measures to claims settlement and environmental protection.

### **10.4**

The lessor is not liable for personal injury or property damage incurred by the renter in the use of the car park, in particular not for damage or the loss of the parked vehicle. The landlord is also not liable if the access is e.g. is blocked by other parked vehicles. The renter is liable for all damage caused by the non-contractual use of the parking lot.

## **§ 11 Garden use**

The terrace and the meadow area near the entrance are available to the tenants. Other seating and sunbathing facilities can be requested free of charge. We can also provide barbecue utensils and parasols free of charge. More only in consultation with the landlord.

## **§ 12 Pets**

The bringing of pets is prohibited!

## **§ 13 Cancellation**

### **13.1 By the tenant**

A necessary cancellation of the booking must be communicated in writing. If the apartment can not be rented otherwise, the landlord has a claim for compensation according to the following scale:

until the 29th day before the rental 30% of the rent

until the 14th day before arrival 50% of the rent

up to the 4th day before arrival 80% of the rent

then up to 100%.

The conclusion of a travel-reinsurance is recommended!

### **13.2 By the landlord**

A resignation by the landlord can be made after the beginning of the lease without observing a period if the tenant persistently disturbs other tenants and residents despite a warning or behaves in breach of contract to such an extent that the immediate cancellation of the lease is justified.

### **13.3 By mutual agreement**

A dissolution of the lease by mutual agreement is possible at any time.

## **§ 14 Liability of the landlord**

The landlord is liable under the duty of care of a proper businessman for the proper provision of the rental property. A liability for any failures or disturbances in water, electricity and possibly Internet supply, as well as events and consequences due to force majeure are hereby excluded. The liability of the landlord is limited to the maximum amount of the rent.

## **§ 15 Internet use**

After confirmation of the guidelines (on site / online), a wireless network is available for the use of our registered guests. However, the use is limited to the legal area. In case of illegal use or misuse the renter is liable alone. All subscriptions and cancellations are logged. In case of violations, this can be blocked immediately. Furthermore § 18 applies.

## **§ 16 Window / door**

The tenant must check before leaving the apartment, if all windows and the front door of the apartment are properly closed.

In the event of damage due to culpable behavior (open / tilted window when leaving the apartment / not locked front door) (eg burglary, water damage due to heavy rainfall), the renter can be held liable for the damage.

Regular airing should also be ensured.

Sufficient ventilation is also important in the bathroom and shower area, especially after showering. The glass doors must remain open after showering.

### **§ 17 Written form**

Other agreements than this contract do not exist. Verbal agreements were not made. The terms and conditions are accepted with the signing of the lease or the online booking.

When booking through another provider (such as AirBNB) our terms and conditions and house rules are recognized with the key transfer.

### **§ 18 Data protection**

The renter agrees that the landlord may store the personal data for 24 months. This serves the proof and registration obligation. After 24 months the data will be destroyed and deleted. For online bookings, the rules and regulations of the portal / operator must be observed.

### **§ 19 Video surveillance**

For security on the house and on the property there is a 24-hour video surveillance within the legal provisions for private video surveillance. The recordings are deleted automatically and regularly.

### **§ 20 Jurisdiction**

To the extent permitted by law, the place of jurisdiction for both parties is Bad Schwalbach.

### **§ 21 Severability clause**

Should provisions of these Terms and Conditions be or become ineffective, this shall not affect the validity of the remaining provisions. Rather, instead of each ineffective provision, a substitute provision which corresponds to the purpose of the agreement or at least comes closest to what the parties would have agreed to achieve the same economic result if they had known the provision was ineffective. The same applies to gaps.