

Accommodation agreement for temporary use of furnished rooms

between

GbR Reichsstädter Str. 24

Peter and Dorian Haas

Jahnstr. 62

73431 Aalen

- hereafter referred to as „**provider**“

and

Company: _____

Name, forename (guest): _____

Street: _____

Postcode/Town: _____

Date of birth: _____

Place of birth: _____

ID Card No.: _____

Issued in: _____

- hereafter referred to as „**guest**“

§ 1 Subject of agreement

1. To let is the furnished Apartment No. ____ in the Aalen City Boardinghouse, Reichsstädter Str. 24, 73430 Aalen.

This apartment is let to a maximum of 2 people for residential purposes. The furnishings and fittings, as in the inventory list attached as Appendix 1, are an integral part of this agreement. After handover, the guest has 24 hours to detect any existing deficiencies in the apartment and to notify the provider.

Should no deficiencies/defects be found – then the guest becomes liable for all deficiencies to inventory occurring during the length of his stay. The same applies for missing items of inventory.

2. The guest has the right to use the apartment according to the currently valid house rules or terms of use.

3. The guest is given the following keys for the length of stay, on moving in:

- 1 key card per guest (to open the front door and the room door),

- 1 letter box key per guest

The acquisition of further keys is forbidden.

§ 2 Length of stay

1. The accommodation agreement applies for the period from _____ to _____.

2. The accommodation agreement only applies for the temporary use of the apartment and therefore ends on the above stated date, without requiring notice.

3. If the guest continues to use the apartments after expiry of the time period stated in Section 2, he makes himself entirely liable to pay full compensation to the provider, if the apartment has already been let to another guest. Extension or renewal of the accommodation agreement must explicitly be agreed in writing. Spoken agreements are not valid.

4. The guest has the option to extend the accommodation agreement. To exercise the option right the guest must inform the provider how long he intends to use the apartment in writing, 14 days before expiry of the duration of stay. In the event that the provider has already made an accommodation agreement with another guest for the same apartment, the provider has the right to

house the guest on extension of the stay in a comparable apartment. Should this also not be possible, then the guest cannot exercise his option right and the accommodation agreement will end after expiry of the time period as stated in Section 1.

5. Should the guest exercise the option according to Section 4, this is only valid if a new accommodation agreement is made in writing and signed by both parties.

6. Should the guest be more than 7 days in arrears with payments according to § 3, the provider has an immediate extraordinary right of termination with a notice period of 1 day, and is entitled to deny the guest access to the apartment.

§ 3 Prices and Payments

1. The price for 1 person in the apartment _____ including running costs amounts to _____ € incl. VAT for the time period stated in §2. If the letting is for less than one month, invoicing is on a weekly basis. The weekly price amounts to _____ € incl. VAT. Further occupancy will be invoiced on a daily basis. The price per day is _____ € incl. VAT. These prices are based on the currently valid price list which can be seen on the homepage (www.boardinghouse-aalen.de) or sent on request.

In the case of occupancy of more than 1 person the amount of 20.00 € incl. VAT per day and additional person is payable.

2. Should the guest not move into the apartment after completion of the agreement, he must nevertheless pay for the length of stay, namely, until such a time as the apartment has been let to another guest.

3. In the case of occupancy of more than 1 person, written permission must be obtained from the provider in advance. The apartment price therefore increases as described in § 3.1.

4. Payment for the period of use is payable one month in advance by bank transfer, in cash or by credit card.

5. Should the guest decide to use the charged services he will be charged according to the currently valid price list. The guest must inform the provider at least 3 days in advance, if and how often these services are required.

6. The guest can, if required, use the washing machine and tumble dryer in the laundry rooms on the mezzanine floor. This is a charged service and can be paid via a coin slot meter. The price is based on the currently valid price list.

7. The guest must vacate the apartment by 11 am on the last day of residence (check out date). A sum of 40.00 € incl. VAT is payable for the final cleaning of the apartment at the end of the stay. The provider has the right to withhold this amount from the deposit should the guest not pay this amount separately.

8. The provider has the right to increase the price of the apartment and update the current price list with 4 weeks prior notice. Should the guest not agree with the increased letting price, the guest has an extraordinary 2 week right of termination within.

§ 4 Deposit and Letting Payments

1. The deposit amounts to _____ € (2 x weekly price of the apartment) and must be paid either in cash, per bank transfer or by credit card before moving in.

2. The rent is payable 1 month in advance onto the account of the provider by bank transfer onto the account shown below or paid to the provider in cash:

- Account No.: 804 5050, Account Name: GbR Reichstädter Str. 24

- Sort Code: 600 501 01, Baden-Württembergische Bank

for international payments:

- IBAN: DE75600501010008045050

- BIC: SOLADEST

- for the **payments by credit card** an additional surcharge of 3.6 % of the due amount is charged

§ 5 Usage of Accommodation and Maintenance

1. The guest may use the accommodation with a maximum of 2 people for residential purposes only. Changes of any kind to and in the accommodation may not be made.

2. The guest is obliged to handle the premises and all its fittings with due care and to use all technical equipment appropriately. The premises must be adequately heated and ventilated. The guest must turn off the lighting and turn down the heating in his absence.

3. The apartment is a non-smoking apartment. Smoking is therefore not permitted under any circumstances. Should the guest nevertheless smoke, he thus makes himself entirely liable to pay full damages or additional costs for the cleaning and/or renovation of the apartment caused by this breach, upon departure.

4. Pets are not allowed – unless the provider has given written permission. If the guest has pets in the apartment, the provider is entitled to invoice appropriate additional charges for final cleaning expenses. In every case, at least double the amount of normal final cleaning will be charged.

5. The guest is liable for culpable damage of the apartment incl. equipment and furniture that he, or people with whom the guest has come into contact in the apartment, have caused. Structural changes in the apartment are not permitted. The same applies for damage in the stairway or in the main entrance hall, if the damage was caused by the above specified group of people.

6. The guest is obliged to report any damage caused to the apartment to the provider without delay. The guest is liable for damage caused, due to culpable violation of his duty to act with due diligence.

7. The guest is obliged to avoid noise/disturbance according to §7. Should he not do so – the provider has the extraordinary right of termination with a notice period of 3 days. The presentation of at least 2 complaints from tenants is sufficient as proof on the part of the provider.

§ 6 Avoidance of Noise Disturbance

It is essential to be quiet, and especially avoid making music, having parties as well as listening to music at low volume in the hours from 1 pm to 3 pm as well as from 10 pm to 6 am (on Sundays and Bank Holidays until 8 am)

Further details can be taken from the house rules.

§ 7 Termination of agreement

Upon completion of the agreement, the guest must hand over the premises to the provider in an immaculate condition. Personal items may only be left in the property with the permission of the provider. All key cards and keys must be returned to the provider. The same applies for the complete inventory which the guest took over on moving in (Inventory list Appendix 1). Should the guest violate these terms, he will be invoiced the extra time involved for the final cleaning according to the currently valid price list.

§ 8 Right of Access

The provider or his authorized representative may enter the premises for cleaning, meter reading, routine checks, maintenance or repair work and other necessary purposes without the permission of the guest at reasonable intervals.

§ 9 Other Agreements

1. The apartment is handed over free from deficiencies. Should deficiencies exist, these must be notified to the provider in writing, according to § 1 of this agreement, within 24 hours after taking over of the apartment.

The guest assures that he is in possession of valid private liability insurance.

If the agreement partner is a legal company, he declares with the attached Assumption of Damage Declaration, that it guarantees the assumption of damages.

2. In the event of loss of issued key cards or letter box keys a fee of 10.00 Euro will be charged. Incidentally, the liability of the user remains unaffected on account of the occurrence of a loss.

§ 10 General Terms and Conditions

With the signing of the accommodation agreement the guest declares he has read and accepts the general terms and conditions of the provider.

Place, Date

Provider

Guest