

TERMS AND CONDITIONS OF USE FOR PARKING GARAGES AND HOTEL PARKING SPACES (AGBP 2.0)

1 RENTAL AGREEMENT

- 1.1 By accepting the parking ticket and/or entering the car park or the hotel parking area (hereinafter referred to as the "Parking Area"), a rental agreement is concluded between the hotel and the tenant for the parking period requested by the tenant within the opening hours in accordance with these parking conditions.
- 1.2 Neither guarding nor safekeeping are the subject of this contract. The hotel does not assume any custody or special care obligations for the items brought in by the tenant.

2 TERMS OF USE

- 2.1 The tenant is obliged to exercise the care required in traffic. In particular, the special traffic rules and safety regulations posted in the Parking Area must be observed. Instructions issued by hotel staff in the interests of security or relating to domiciliary rights must always be followed immediately. In all other respects, the provisions of the German traffic regulations (German StVO) apply accordingly.
- 2.2 Vehicles may only be parked within the marked parking spaces, but not in the parking spaces reserved for permanent users signposted or marked as such. The hotel is entitled to take appropriate measures to relocate vehicles parked incorrectly or to have them relocated at the tenant's expense. The hotel may charge a lump sum for this; in this case, the tenant may attempt to prove that the costs were not incurred or significantly lower than the lump sum.
- 2.3 The hotel is also authorised to remove the tenant's vehicle from the Parking Area in the event of imminent danger.
- 2.4 Every tenant is advised to always lock his/her vehicle carefully after leaving it and not to leave any valuables behind.
- 2.5 The opening hours can be found on the relevant signposts.

3 SAFETY AND REGULATORY REQUIREMENTS

- 3.1 Within the Parking Area it is only allowed to drive at walking speed.
- 3.2 In the Parking Area it is prohibited:
- smoking and the use of fire,
 - storage of fuels, fuel containers and flammable objects,
 - unnecessary running of engines,
 - parking of vehicles with a leaking tank or carburettor,
 - refuelling, repairing, washing and the cleaning of the interior of a vehicle,
 - draining of cooling water, operating fluids or oils,
 - distribution of advertising material.
- 3.3 Presence in the Parking Area is only permitted for the purpose of parking, loading, unloading and collecting a vehicle.
- 3.4 The tenant must immediately remove any soiling caused by him.

4 FEE/PARKING DURATION

- 4.1 The fee for parking and the permissible duration of parking are displayed on the price lists on display with the most recent date.
- 4.2 The maximum parking period is one month, unless a special agreement is made in individual cases.
- 4.3 After the maximum parking period has expired, the hotel is entitled to have the vehicle removed from the Parking Area at the tenant's expense, provided that the tenant and/or vehicle owner has previously been notified in writing, setting a deadline of at least two weeks, and this has remained unsuccessful or the value of the vehicle obviously does not exceed the rent due. The hotel is entitled to a fee in accordance with the price list until the vehicle is removed.
- 4.4 If the parking ticket is lost, a charge of at least one day's parking fee is due unless the tenant can prove a shorter parking time or the hotel can prove a longer parking time.
- 4.5 The hotel may check person's right to collect and use a vehicle. Proof is provided, among other things, by presenting the parking ticket; the tenant may provide other proof.
- 4.6 If the tenant 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 shall only be liable for damage that can be proven to have been caused by it or its vicarious agents wilfully or through gross negligence. This limitation of liability shall not apply in the event of injury to life, limb or health or in the event of a breach of material contractual obligations.
- 5.2 The tenant is obliged to notify the hotel immediately in writing if there is any damage. Damage must also be reported to the hotel staff before removing the vehicle from the Parking Area.
- 5.3 The hotel excludes any liability for damage caused by other tenants or other third parties. This applies in particular to damage, destruction or theft of the parked vehicle or any movable or inbuilt items in the vehicle or objects attached to or fastened onto the vehicle.

- 5.4 If the tenant is a hotel guest and the hotel takes over the parking or collection of the vehicle at the request of the tenant, this does not constitute a safekeeping agreement or a duty of supervision, as this is merely a courtesy on the part of the hotel towards the guest. Damage caused to other vehicles or property is to be settled via the motor vehicle liability insurance of the tenant/vehicle owner. Furthermore, the hotel and any driver who belongs to the hotel staff shall not be liable for any damage directly caused to the tenant's vehicle or for any financial disadvantages in connection with the settlement of damage to other vehicles or property via the tenant's/vehicle owner's motor vehicle liability insurance (own risk deductibles, premium increases, etc.), unless the driver appointed by the hotel caused the damage wilfully or through gross negligence. If the tenant and the vehicle owner are not identical, the tenant must indemnify the hotel and the driver authorised by the hotel against any claims by the vehicle owner in cases in which they are not liable under the above provisions.

6 LIABILITY OF THE TENANT

- 6.1 The tenant is liable for damage culpably caused to the hotel by himself or by his vicarious agents, his authorised representatives or accompanying persons. He is obliged to report such damage to the hotel without being asked before leaving the Parking Area.
- 6.2 The tenant is liable for the cleaning costs in the event of soiling of the Parking Area caused by him as set forth in sub-clause 3.2 hereinabove.

7 CONTRACTUAL LIEN/RIGHT OF RETENTION/DISPOSAL/SALE

- 7.1 The hotel is entitled to a right of retention and statutory lien on the tenant's vehicle due to its claims arising from the rental contract.
- 7.2 The hotel is entitled to remove and/or dispose of vehicles or trailers without a licence plate if the tenant/vehicle owner has been warned accordingly beforehand and if s/he has not complied with the request to remove the vehicle within a reasonable period of time set by the hotel. Such a threat and request is not required if the tenant/vehicle owner could not be identified even after reasonable measures have been taken. The tenant/vehicle owner is entitled to any proceeds of a disposal or sale less the costs incurred and the parking fee incurred up to the time of removal of the vehicle.
- 7.3 Notwithstanding the rights under sub-clauses 7.1 and 7.2, hereinabove the tenant is liable to the hotel for all costs incurred.

8 FINAL PROVISIONS

- 8.1 German law shall apply.
- 8.2 The hotel is not willing and not obliged to participate in dispute resolution procedures (Streitbeilegungsverfahren) before a consumer dispute resolution bodies (Verbraucherschlichtungsstelle).