

General contract terms to rental agreement for the chalet „Villa La Belle Vie“

1. Contract

The contract between the tenant and landlord has been completed, if the contract is signed by the tenant arrived at the landlords. When taking the signed contract is not up to the date agreed by the landlord, the latter may, without further notice and without being liable to pay compensation, let the object otherwise.

2. Conditions of payment

1/ 3 of the rental amount is due with the conclusion of the contract as a deposit. The outstanding payment has no later than 31 days before the rental at the account-holding bank of the landlord be recorded. If the payments are not made on the agreed dates, the landlord may, without further notice and without being liable to pay compensation, let the object otherwise.

3. Incidental expenses

Incidental expenses (such as electricity, gas, heating, etc.) are included in the rent, unless they are specifically identified in the contract. Incidental expenses (cleaning, taxes), which are not included in the rent, will be charged at the end of rental and must be paid before departure.

4. Deposit

The deposit is to be transferred together with the final payment in accordance with the lease. After presentation of the monthly billing of telephone service provider (ca. 6 weeks) after proper return of the holiday home will the deposit - minus costs and damages arising – reimbursed. The reimbursement does not affect any rights of the owner and shall include no waiver of further claims for damages.

5. Hand over of rental property, complaints

The rental property is transferred to the tenant in clean and contractual condition. In the case of any damages or missing inventories, than the renter has to report it immediately. Otherwise the object is considered taken over as in perfect condition. If the renter takes over the object delayed or not at all, the complete rental price remains owed.

6. Careful usage

The tenant commit himself to use the property with care, respect the house rules and to show **respectfulness** of neighbors. In case of any damage, etc., the owner / key holder must be informed immediately. The number of persons occupieing the property must not exceed the maximum number specified in the contract. Children are regarded as full persons. Subletting is not allowed. The tenant is responsible for compliance with the obligations of this contract by his companion. Should the tenant or companion flagrantly to violate the obligations of the careful use or is the holiday home with more than the agreed number of persons occupied, can the lessor / keyholder cancel the contract without notice and without compensation.

7. Use of Internet and telephone

The use of the Internet access is free of charge. For a number of countries, the phone can be used free of charge for calls to landlines of these countries. The current list of allowed countries ist posted up near to the phone.

Outgoing calls to other countries and networks; liable to costs phone calls to telephone service providers and calls to mobile networks are not allowed. The download on the Internet of chargeable contents or criminal content is not allowed.

Disallowed paid calls and Internet services will provided with their actual costs and additional fees in the same amount charged.

8. Special terms of use

Considering allergy sensitive persons **is bringing pets and smoking in the house are not allowed**. In the case of infringement is to be expected that carpets, bedding must be completely redone and a very intense cleaning of the house will necessary. The corresponding costs will be charged to the tenants.

9. Hand over of chalet back to key holder

The rental property is to give back on schedule, clean and tidy with the inventory. The renter is liable for damages and missing inventory. The landlord is entitled to retain according to the value of the missing or damaged inventory, the refundable deposit or a part thereof.

10. Cancellation of rental agreement

The renter can by paying a cancellation fee withdraw from his contract. The cancellation fee is

- to 28 days before arrival 20% of the rent
- to 21 days before arrival 40% of the rent
- to 14 days before arrival 60% of the rent
- to 7 days before arrival 80% of the rent
- for later withdrawal or no show 100% of the rental price

The renter has the right to propose a replacement renter. This must be solvent and acceptable for the owner. He steps into the contract to the existing conditions. Replacement tenants and renter are jointly liable for the rent. Decisive for the calculation of the cancellation fee, when the message is arriving at the landlord or the booking service (for Saturdays, Sundays and public holidays: the next working day). When lease is broken early is the total rent due. When breaking off the stay, is the total rent due.

11. Accidental causes

Prevent accidental causes (environmental disasters, force of nature, governmental actions, etc.), unforeseeable or unavoidable events the lease or the continuation of the lease, the landlord is entitled (but not obligated) to offer the renter an equivalent replacement, but to the exclusion of compensation claims. Can the service will not provided or not in full, then the amount paid, or the equivalent amount will be refunded, to the exclusion of further claims.

12. Liability

The landlord ensured a proper reservation and contractual conform performance of the contract. For other than personal injury liability is limited to twice the rent, except that there was gross negligence or intent circumstances.

13. Severability clause

The invalidity individuell clauses shall not affect the validity of individual clauses of the remaining provisions. The parties will replace invalid clauses by effective, which economically and legally the old text come next.

14. Governing Law and Jurisdiction

These terms and conditions are available in German and English. In case of discrepancies the German version is legally binding. It is only the law of the Federal Republic of Germany. The exclusive jurisdiction is the residence of the contact person named in the contract.