

# Rental Contract

for the rental of a holiday/vacation home

between

**Rainer and Yvonne Sieber**  
**Kühbergstraße 7**  
**82487 Oberammergau**  
**Germany**

**- Owner**

and

**Name, Surname**  
**Strasse Address**  
**City, ZIP Code**  
**Country**

**- Tenant**

## § 1 Rental Object and keys

(1) The owner lets the following property (rental object) to the tenant:

**Ferienhaus Sieber**  
**Daisenbergerstraße 24a**  
**82487 Oberammergau**

for a total of \_\_\_ people, including \_\_\_ children.

The rental property house rules apply. They are placed in the rental property.

The rental object is a non-smoking facility.

(2) The rental object offers the advertised amenities as per the property website ([www.ferienhaus-sieber.de/amenities.htm](http://www.ferienhaus-sieber.de/amenities.htm)) and is fully furnished and equipped. Bed linen and towels are included in the rental price.

(3) The tenant is entitled to use the rental object, its amenities and equipment for the duration of the rental period.

(4) The tenant receives \_\_\_ house keys for the duration of the rental period.

## § 2 Rental period, arrival and departure

(1) The rental object is let to the tenant from (arrival date) \_\_\_\_\_ until (departure date) \_\_\_\_\_.

(2) Check-in on arrival date is from 16:00 o'clock pm. Check-out on departure date is latest by 10:00 o'clock am.

(3) At the end of the rental period at departure the tenant has to hand the rental object (and the keys) back to the owner cleared of all personal belongings and trash and in an orderly condition.

### **§ 3 Rental price and payment process**

(1) The rental price for the rental object for the duration of the rental period is €\_\_\_\_\_. The cost for electricity, water, heating and final cleaning is included in the rental price.

(2) Payment is to be conducted as follows: A down payment (20% of the rental price) of €\_\_\_\_\_ is due within two weeks of accepting this contract and has to be wired to the owner's bank account no. 0011176385 at the Kreissparkasse Garmisch Partenkirchen. The balance of €\_\_\_\_\_ has to be wired to that bank account latest three weeks before arrival.

If the date of accepting the rental contract and the date of the beginning of the rental period are less than two weeks apart then the total rental price has to be wired to the specified bank account immediately after the contract was accepted.

(3) If the tenant is more than two weeks late with his payment, then the owner is entitled to terminate the contract immediately and without notice and let the property to someone else.

### **§ 4 Cancellation and early termination**

(1) If the tenant terminates the contract before the rental period starts then he agrees to pay the below percentages of the rental price to cover the owner's losses, provided the rental object can not be rented otherwise.

If termination occurs

- up to 49 days before rental period the tenant has to pay 10 % of rental price
- up to 35 days before rental period the tenant has to pay 30 % of rental price
- up to 21 days before rental period the tenant has to pay 60 % of rental price
- up to 14 days before rental period the tenant has to pay 90 % of rental price
- less than 14 days before rental period the tenant has to pay the rental price in full

The owner can thereafter let the rental object to someone else.

(2) The tenant can prove a lesser damage at any point.

(3) If the tenant terminates their stay early, he is still responsible to pay the full rental price.

(4) Termination is only accepted in writing. The date applicable is the day the document is received by the owner.

### **§ 5 Liability and Responsibilities of the Tenant**

(1) The rental object including the furniture and all other content of the house are to be treated with care. The tenant is held responsible for the actions of any other people within the house. The tenant is liable for any damage to the property, to the furniture or any other items within the rental object, whether caused by themselves or their accompanying guests. The tenant is also liable for loss of furniture, equipment or any other content of the rental property.

(2) Any damage found upon arrival or during the rental period is to be reported to the owner immediately.

(3) Animals (pets) are not allowed.

(4) House rules: the tenant agrees to follow the house rules. These are placed in the rental object.

## **§ 6 Provisions for the usage of the Internet access over WLAN**

(1) Usage of the WLAN: The owner operates a Wireless Local Area Network (WLAN) in the rental object. For the duration of the rental period the owner grants the tenant usage of the WLAN to access the Internet. The usage of the WLAN is a free of charge service provided by the owner and can be revoked at any time. The tenant is not permitted to grant access to the WLAN to any third party. The owner accepts no responsibility for the actual availability, usability and reliability of the Internet access for any purpose. The owner is permitted to completely, partially or temporarily stop operation of the WLAN and to completely, partially or temporarily limit or block access of the WLAN for the tenant. The owner reserves the right at any time to block access to certain Internet sites or services (i.e. violence-glorifying, pornographic or internet sites subject to charge).

(2) Login data: Access to the Internet is enabled by entering the WLAN key. The WLAN key is provided by the owner only for the personal use of the tenant and may not be passed on to any third party. The tenant is responsible to keep the WLAN key confidential. The owner is allowed to change the WLAN key at any time.

(3) Risks of WLAN usage and limitation of liability: The tenant is informed that the WLAN only provides the means to access the Internet. Virus protection or a firewall are not provided. Data transfer using the WLAN is generally not encrypted. This implies that tenant data could potentially be read by a third party. The owner explicitly points out the danger that malware (i.e. viruses, Trojans, worms, etc.) could be acquired while using the WLAN. The usage of the WLAN is the sole risk of the tenant. The owner is not liable for any damage to a computer or a device of the tenant, which was caused by the usage of the WLAN, except if the damage was caused by a deliberate act or neglect of the owner.

(4) Responsibilities and indemnification of claims: The tenant is responsible for the data transmitted through the WLAN, for the use of any chargeable services or for any business transactions conducted over the WLAN. If the tenant visits websites subject to charge or enters into any liability then the resulting costs are to be carried by the tenant. The tenant is responsible to comply with applicable law. The tenant will explicitly

- avoid using the WLAN to access or spread improper or illegal content;
- avoid illegal duplication, distribution or sharing of copyrighted intellectual property;
- abide by the laws for the protection of children and youth;
- avoid distribution and circulation of libel, slander, defamatory or threatening content;
- avoid using the WLAN for distribution of mass mail (Spam) and/or any other form of improper promotion.

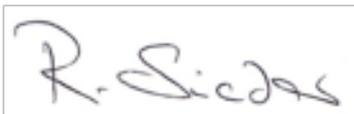
The tenant indemnifies the owner from any damages or claims from a third party, which came forward as a result of the unlawful usage of the WLAN by the tenant and/or a violation of these provisions. This includes any consequential cost to defend the owners position. If the tenant recognizes an unlawful situation he has to inform the owner immediately.

**§ 7 Severability**

- (1) This contract and the terms and conditions set forth herein, may not be modified or waived except in writing.
- (2) If any provisions of this contract are unlawful, inoperative or impractical, or become so after completion of the contract, the effectiveness of this contract will not be affected and the other provisions of this contract shall continue to be in full force. At the point of inoperative or impractical legal requirements the individuals should reach an agreement that comes as close as possible to the economic goals that the parties of the contract tried to achieve.
- (3) This contract is governed by the law of the Federal Republic of Germany.

Oberammergau, the 01-Nov-2014

\_\_\_\_\_, the \_\_\_\_\_



\_\_\_\_\_  
Signature of owner

\_\_\_\_\_  
Signature of tenant