

2) Written confirmation

A binding rental agreement between the owner and tenant is concluded with the receipt of the written booking confirmation by the tenant. The basis of this contract is the written booking confirmation, the object presentation on the owner's internet page at the time of the booking as well as these rental terms and conditions.

3) Occupancy and use, damages, smoking, pets

The premises are to be used only as a private residence for tenant(s) listed as parties of this agreement. The premises shall not be used for any purpose other than a private residence without the prior written consent of the owner.

Tenant, guests and invitees of either tenant or guests shall not use the premises for any unlawful purpose and shall comply fully with all applicable federal, state and local laws and ordinances, including laws prohibiting the use, possession or sale of illegal drugs. Nor shall the tenant, guests and invitees of either tenant or guests use the premises in a manner offensive to others. Nor shall the tenant, guests and invitees of either tenant or guests create a nuisance by annoying, disturbing, inconveniencing or interfering with the quiet enjoyment of any other tenant or nearby resident. Tenant agrees to immediately inform the owner and the appropriate authorities upon obtaining actual knowledge of any illegal acts on or upon the leased premises.

The tenant is obliged to treat the object including all inventory and outdoor facilities with due care.

The tenant agrees not to damage the premises through any act or omission, and to be responsible for any damages sustained through the acts or omissions of the tenant, the tenant's family or the tenant's invitees, licensees, and/or guests. If such damages are incurred, the tenant is required to pay for any resulting repairs.

Smoking is not permitted in the premises. Dogs, cats and other pets shall not be kept on the premises.

4) Handover, return

At commencement of the lease the owner presents premises to tenant. The tenant acknowledges that he has examined the leased premises and his acceptance of the premises is conclusive evidence that said premises are in good and satisfactory order and repair unless otherwise expressly specified in the handover report.

The tenant agrees that no representations as to the condition of the premises have been made and that no agreement has been made

to redecorate, repair or improve the premises unless hereinafter set forth specifically in writing.

The owner will deliver the leased premises and all common areas in a habitable condition, pursuant to applicable law. The tenant takes premises in its AS-IS condition.

The tenant will, upon termination of this lease, surrender the premises and all fixtures and equipment therein in good, clean and operating condition. The tenant shall, at time of vacating premises, clean said premises including stove and refrigerator and remove trash from the premises. Upon vacating the premises Tenant shall deliver all keys thereto to the owner or his agent.

If by the tenant's fault a handover or return report cannot be executed, the burden of proof for the tenant's inculpability lies on the tenant.

5) Rescission

The tenant can withdraw from the booking up until 30 days before the stipulated start of the agreement in written form. The time of the receipt of the withdrawal is of significance.

If the agreement is cancelled, 50% of the agreed rental price plus \$200 are due.

6) Late return

If the tenant fails to return premises on time, compensation of use is charged based on the agreed-upon daily rate. Additional damages – especially cost of cancellation of follow-up contracts or reassigning follow-up renters to a interim lodging – may apply.

The tenant is responsible for the premises until all keys are returned to the owner and a return inspection report is executed.

7) Force majeure, Liability

a) Force majeure

The owner is not liable for any damnification of the tenant's vacation caused by forced majeure (like hurricanes, acts of terrorism or war, epidemics).

If force majeure nullifies the lease of agreed-upon object, owner may offer substitute to the tenant or cancel the contract. If the tenant accepts a lesser substitute, the owner will prorate the rental fee. If contract is cancelled the rental fee will be – if applicable partially – returned.

b) Limitation of liability

The owner is liable towards the tenant for the contractual and legal provision of the premises. The owner's liability for financial losses is limited partially to threefold of the rental price for the respective aggrieved person as far as the damage was not caused with intent or gross negligence.

To the fullest extent permitted by law, the tenant hereby agrees that the owner and his agent will be held free and harmless from any and all loss, claim or damage by reason of any accident, injury, or damage to any person or property occurring on or about the leased premises, unless such accident, injury, or damage shall be caused by the negligence of the owner, his agents, or employees.

c) Liability waiver for Excluded equipment

Tenant hereby releases, discharges, and covenants not to sue the owner, from all liability, claims, demands, losses, or damages on tenant's account caused or alleged to be caused in whole or in part by the operation of equipment excluded from the rental agreement, including negligence or alleged negligence of the owner or otherwise, including negligent rescue operations.

Tenant further agrees that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement, tenant or anyone on tenant's behalf, makes a claim against the owner, tenant will indemnify, save, and hold harmless owner from any litigation expenses, attorney fees, loss, liability, damage or cost which may incur as the result of such claim.

8) damages

The tenant is liable for any damages that have been culpably caused in respect to fixtures and fittings, rooms or the building itself. The tenant must immediately inform the owner of any damages. Furthermore the tenant will be liable for any consequential damages if the owner is not informed immediately.

The tenant is obliged to undertake all necessary and reasonable steps to avert or minimise damages that arise from the booked object. The tenant is obliged to report any existing impairment to the owner.

9) personal belongings

The owner is not responsible for any loss or damage to any of the tenant's property left, stored or kept on the premises. The tenant agrees to indemnify owner and hold owner harmless from any claim or loss of or damage to any personal property connected with the rental.

10) severability

Should any provision be or become void either wholly or in part, this shall not affect the validity of the remaining provisions. Any void or invalid provision will be replaced by the tenant and owner with a valid provision that economically and legally comes closest to the intention of what the parties wanted to achieve.