

# Boardinghouse contract

between the

Immobilien Verwaltung Ebenhausen GmbH, Äußerer Ring 49, 85107 Baar-Ebenhausen

-after called **owner** –

and

Mr / Ms / Company

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

as well as the

Guest:

Name, first Name: \_\_\_\_\_

Street: \_\_\_\_\_

Postcode / town: \_\_\_\_\_

born on the: \_\_\_\_\_

in: \_\_\_\_\_

reported by: \_\_\_\_\_

ID card-number: \_\_\_\_\_

- hereinafter referred **guest** -

## § 1 Subject of the contract

1. Rented is a furnished apartment No. \_\_\_\_\_ in the boarding house Sudetenstraße 11, 85107 Baar-Ebenhausen. This apartment is for a maximum of \_\_\_\_\_ people for residential purposes. The equipment is in accordance with the inventory list, which is part of this contract and attached as Annex 1. After handing over the apartment to the guest, the guest has 24 hours to determine any existing defects and / or damage in the apartment and to notify the owner.

If neither defects nor damages are found - the guest has to be liable for all damages incurred during his stay in the inventory. The same applies to missing inventory items.

2. The guest will be given the following keys by the owner for the length of stay immediately upon moving in:

\_\_\_\_\_ Total key of it

\_\_\_\_\_ house key

\_\_\_\_\_ room keys

\_\_\_\_\_ Mailbox key

The reproduction of further keys by the guest is expressly prohibited.

## **§ 2 length of stay**

1. The apartment is only for temporary use. The boarding house contract runs from \_\_\_\_\_ to \_\_\_\_\_ **or** every Monday-Friday from \_\_\_\_\_ to \_\_\_\_\_ and ends without the need for notice of termination at the end of the aforementioned date.
2. If the guest continues the use of the apartment after the expiry of the period specified in paragraph 1, he is fully liable for damages to the owner, if he has already rented the apartment to another guest. A continuation or renewal of the boarding house contract must be expressly agreed in writing.
3. If the guest wishes to extend the boarding house contract, he / she must inform the owner in writing one week before the end of the stay in writing how long he intends to continue using the apartment. In the event that the owner has already contracted with another guest for the same apartment, the owner is entitled to accommodate the guest in the extension of the stay in a comparable apartment. If this is not possible, the guest is not entitled to an extension of the stay beyond the end date mentioned in section 1.
4. The agreement on the extension of stay must then be made in writing.

## **§ 3 Amount of the remuneration**

1. The price for the apartment is \_\_\_\_\_ including VAT per calendar day. The prices are based on the valid price list, which can be viewed on the homepage ([www.boardinghouse-ebenhausen.de](http://www.boardinghouse-ebenhausen.de)) or can be requested on request.
2. If the guest does not move into the apartment after the conclusion of the contract, the compensation for the period of stay is due for payment until the time the apartment is rented to another guest.
3. Payments for the period of use must be paid in advance by bank transfer, credit card or cash.

4. On the last day of the stay (date of check-out) the guest has to vacate the apartment until 11.00 o'clock. At the end of the stay the apartment will be final cleaned.

The owner has the right to increase the price of the apartment with an announcement of 4 weeks and to adjust the current price lists. If the guest does not agree with the increase in rent, the guest has a special right of termination within 2 weeks.

#### **§ 4 Use of the premises**

1. The guest may use the premises exclusively with the maximum number of persons for residential purposes. Changes of any kind in and on the premises may not be made.
2. The guest is obliged to treat the premises as well as all objects contained therein with care and to operate technical devices properly. The premises are sufficient to ventilate and heat. In the absence of the guest turn off the lights and turn back the radiator.
3. The apartment is a non-smoking apartment. Smoking is therefore not permitted. Should the guest still smoke, the resulting damage or additional costs for the renovation / cleaning when leaving the apartment are to be reimbursed in full.
4. Pets are prohibited - unless the provider has given written approval.
5. The guest is liable for the culpable damage of the apartment incl. Accessories and equipment which he himself or the persons who have entered the apartment at the guest's request. Structural changes in the apartment are not allowed. The same applies to damage in the stairwell or in the entrance area if the damage was caused by the above-mentioned group of people.
6. The guest is obliged to notify the owner immediately of any damage incurred to the apartment. The guest is liable for damages caused by culpable violation of his duty of care.
7. The guest is obliged to comply with the applicable house rules. This includes in particular the omission of noise, disturbances or other disturbances of other guests.
8. The garbage disposal must be done by the guest in the provided garbage cans.

#### **§ 5 Termination of the contract / termination**

1. Upon termination of the contract, the guest must hand over the premises to the owner in perfect condition. Personal belongings of the guest may only be left in the apartment with the consent of the owner. All keys are to be handed over to the provider. The same applies to the entire inventory which was taken over by the guest when moving in (Inventory List Attachment1). If the guest violates these provisions, the resulting increased time for the final cleaning according to the valid price list.
2. Should the guest be in default with the payments in accordance with § 3 of this contract more than 7 days, then the owner has an extraordinary right of termination with a period of one day and is entitled to deny the guest the immediate access to the apartment.

3. The holder is still entitled to an extraordinary termination right with one day's notice for good cause. An important reason is given in particular, if the guest violates the house rules, disturbs other guests by noise or in any other way or harassed other guests, insulted or behaves in a similar manner.

#### **§ 6 access authorization**

The owner or one of his vicarious agents is entitled at any time to enter the premises for cleaning, reading of measuring instruments, for routine inspection as well as for maintenance and repair work and for other necessary purposes without the prior consent of the guest.

#### **§ 7 written form**

Additions and / or changes to this contract would require the written form. This also applies to the modification of the written form.

#### **§ 8 Other agreements**

1. The apartment is handed over in a flawless condition. If defects are present, they will be notified in writing to the supplier within 24 hours after taking over the apartment in accordance with § 1 of this contract. The guest assures that he is in possession of a valid private liability insurance. If the contracting party is a legal person, this is explained with the signing of this boardinghouse contract for the assumption of damage for all damage caused by the guest and / or its visitors.
2. In case of loss of keys handed over, a fee of 10,00 Euro per key will be charged. Otherwise, the liability of the guest remains unaffected due to loss-based damage.

#### **§ 9 General Terms and Conditions / House Rules**

Upon the conclusion of the accommodation contract, the guest agrees to have read and accepted the General Terms and Conditions (GTC) as well as the house rules of the owner.

#### **§ 10 Severability clause**

In the event that one or more clauses of this contract are or become ineffective and / or unenforceable, this shall not affect the validity of the remainder of the contract. Instead of the ineffective and / or unenforceable clause, the parties agree on a clause that comes closest to the economic purpose of the invalid and / or unenforceable clause.

**Reimbursement of costs, if desired**

**(Credit rating required / Booking.com bookings are excluded)**

We, the company \_\_\_\_\_ assume the accommodation costs for the guest \_\_\_\_\_.

Please send us the bill:

\_\_ by email **or** \_\_ by mail

To the following:

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Email \_\_\_\_\_

\_\_\_\_\_

Baar-Ebenhausen, the \_\_\_\_\_

\_\_\_\_\_ X \_\_\_\_\_ X \_\_\_\_\_  
owner - Boardinghouse company guest