

## PARKING CONDITIONS FOR CARPARKS AND HOTEL PARKING SPOTS (AGBP) (UPDATED: JANUARY 2022)

**1 RENTAL CONTRACT**

- 1.1 By accepting the parking slip and/or driving into the carpark or hotel parking space (hereinafter: "Parking Area"), a rental contract comes into effect between the operator of the hotel (hereinafter: "Hotel") and the guest for the duration of the guest's desired parking time within the Hotel's hours of operation in accordance with these Parking Conditions.
- 1.2 Neither monitoring nor safekeeping are included in this Contract. The Hotel does not safeguard or accept any other special precaution obligations for objects brought onto the Hotel's premises by the guest.

**2 TERMS OF USE**

- 2.1 The guest is obligated to adhere to traffic safety regulations. In particular, they must adhere to the special rules of traffic and safety in the Parking Area. Guests must always immediately follow instructions issued by Hotel staff that concern safety or house rules. In other instances, the conditions of the road traffic regulations (StVO) apply accordingly.
- 2.2 Vehicles must only be parked within the marked parking spaces, but not on those designated for long-term users. The Hotel is authorised to take appropriate action to remove or order the removal of improperly parked vehicles at the guest's expense. The Hotel can charge a flat rate for this. In such an event, the guest can verify that the asserted costs were not incurred or are considerably lower than the flat rate.
- 2.3 The Hotel is also authorised to remove the guest's vehicle from the Parking Area in the event of imminent danger.
- 2.4 It is recommended that every guest always lock their vehicles when not in use and to not leave any valuables inside them.
- 2.5 The hours of operation are displayed on the premises.

**3 SAFETY AND ORDER REGULATIONS**

- 3.1 Vehicles must only drive at walking speed in the Parking Area.
- 3.2 The following are prohibited in the Parking Area:
- smoking and any use of fire,
  - the storage of fuel, fuel containers and flammable objects,
  - unnecessarily leaving engines running,
  - parking vehicles with a leaky tank or carburettor,
  - fueling, repairing, washing and cleaning the interior of vehicles,
  - releasing coolant, fuel or oil,
  - distributing marketing materials.
- 3.3 Guests are only allowed to park, load/unload and pick up vehicles in the Parking Area.
- 3.4 The guest must immediately clean up any mess that they have caused.

**4 FEE / PARKING DURATION**

- 4.1 The amount of the parking fee owed and the permissible parking duration can be found in the price list displayed.
- 4.2 The maximum parking duration is one month, pending any special agreements that stipulate otherwise.
- 4.3 After expiry of the maximum parking duration, the Hotel is authorised to have the vehicle removed from the Parking Area at the guest's expense, provided the guest and/or vehicle owner was notified in writing at least two weeks in advance without any action being taken by said party, or if the value of the vehicle does not seemingly exceed the rent owed. Until removal of the vehicle, the Hotel is owed compensation in accordance with the price list.
- 4.4 If the parking slip is lost, a fee amounting to one daily rate is owed unless the guest is able to verify a shorter parking time, or the Hotel is able to verify a longer parking time.
- 4.5 The Hotel may examine the guest's authorisation to pick up and use the vehicle. Verification is rendered via the parking slip, among other methods; the guest may render another form of verification.
- 4.6 If the guest takes up more than one parking space with their vehicle, the Hotel is authorised to charge the full parking fee for the actual number of parking spaces used.

**5 HOTEL LIABILITY**

- 5.1 The Hotel is only liable for damages verifiably caused by the Hotel or its proxies either due to malice or gross negligence. This liability limitation does not apply to harm to life, body or health, or the breach of major contractual obligations.
- 5.2 The guest is obligated to immediately notify the Hotel of any damage to their vehicle.

- 5.3 The Hotel does not accept any liability for damages caused by other guests or other third parties. This applies in particular to damage, destruction or theft of the parked vehicle or movable/installed objects from the vehicle or objects attached to the vehicle.

- 5.4 If the guest is a guest of the Hotel itself and the Hotel tends to the parking or pickup of the vehicle at the guest's request, this does not constitute a safekeeping agreement or any obligation to monitor the vehicle, as this is merely a courtesy of the Hotel for the guest. Damage caused to other vehicles or objects as a result must be regulated via the guest's/vehicle owner's vehicle liability insurance. The Hotel and the driver commissioned by the Hotel are also not liable for any damages caused directly to the guest's vehicle, nor any financial detriments pertaining to the regulation of the damage to the other vehicles or objects via the guest's/vehicle owner's vehicle liability insurance (excesses, premium increases, etc.), unless the driver commissioned by the Hotel caused the damage out of malice or gross negligence.

**6 GUEST LIABILITY**

- 6.1 The guest is liable for damage incurred by the Hotel and caused by the guest, their proxies, their representatives, or their accompanying persons. The guest is obligated to notify the Hotel of such damages of their own accord before leaving the Parking Area.
- 6.2 The guest is liable for the cleaning costs for any mess caused by the guest in the Parking Area pursuant to clause 3.2.

**7 RIGHT OF LIEN / RIGHT OF RETENTION / VALORISATION**

- 7.1 On the basis of its claims from the Rental Contract, the Hotel holds a right of retention and a legal right of lien to the guest's parked vehicle.
- 7.2 The Hotel is authorised to remove and/or valorise vehicles or trailers without an official number plate, provided the guest/vehicle owner has been threatened with such action in advance and said party did not follow the instruction to remove the vehicle within a legal, appropriate period of time determined by the Hotel. Such a threat and order are not required if the guest/vehicle owner could not be identified via appropriate measures. The guest/vehicle owner has a claim to any profits from the valorisation minus the incurred expenses and the parking fee owed up until the point of removal of the vehicle.
- 7.3 The rights specified in clauses 7.1 and 7.2 notwithstanding, the guest is liable to the Hotel for all incurred expenses.