

Rental Agreements (Status August 2020)

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- § 1 The rental agreement is concluded as soon as the tenant declares the binding booking and the landlord accepts and confirms it. If the agreed payments are not received in due time, the Lessor shall be entitled to terminate the rental agreement after sending a reminder. In this case a cancellation fee according to § 2 will be charged.
- § 2 The guest is obligated to pay the contractual or agreed-upon price in case of non-utilization of the contractual services, less the expenses saved by the lessor. Decisive for the date of withdrawal and for the amount of the withdrawal costs is the receipt of the withdrawal declaration at the landlord:
- within 24 hours after booking and more than 42 days before arrival 50 € processing flat rate,
 - than 42 days before the beginning of the rental period 30% of the rental price,
 - 42-29 days before arrival 60% of the rental price,
 - 28-1 day prior to arrival 80% of the rental price,
 - for cancellation on the day of arrival or no show 90% of the rental price.
- In the fixed rate the usually saved expenses are taken into account. It is up to the tenant at liberty to prove that, in connection with the resignation no or lower costs are incurred.
- § 3 The Landlord is obliged in good faith to allocate the holiday home to another party if possible in order to avoid losses. Until the holiday home is rented out to another party, the Guest must pay the amount calculated in accordance with § 2 for the duration of the contract. If the holiday home is sublet at a lower rental price than the original rental price, the difference shall be paid from the cancellation costs according to § 2. In addition, even in the case of a complete subletting, a handling fee of 50 € will be charged.
- § 4 The landlord is obliged to reimburse the advance payments paid by the guest in case of non-provision of the holiday house. In the case of cancellation by the lessor, the damages shall be limited to the maximum amounts according to § 2. The damage is to be proved by the tenant. The tenant is subject to a duty to co-operate and to mitigate damage.
- § 5 The landlord reserves the right to withdraw from the rental contract up to 6 months before the agreed arrival date in the event of a change of ownership or a termination of business. In this case, all payments made will be refunded. Further claims of the tenant to the landlord do not exist in this case.
- § 6 If the rental of the rental object becomes impossible due to unforeseen uninhabitability or force majeure (e.g. natural disasters), both the tenant and the landlord can terminate the contract. In the event of termination, the tenant will be refunded the rental price paid without delay. A further claim does not exist.
- § 7 The lessor can at any time terminate the tenancy if the tenant, despite a warning by his conduct endangers others or otherwise behaving contrary. If the lessor terminating the lease after § 7, the rental fee forfeit.
- § 8 The use of the holiday home, especially the use of the hanging chair is expressly at your own risk. Make sure before use that the hammock chair is anchored safe and has no damage. The hammock chair is not suitable for rocking or turning. The landlord is not liable for any personal injury, property damage, theft or loss that will be suffered during or as a result of a stay. This excludes the liability of the landlord due to intent or gross negligence.
- § 9 The landlord is not liable for inconvenience or nuisance caused by third parties or outside its responsibility.
- § 10 The holiday home can be occupied by up to as many people as agreed in the rental contract. The landlord may refuse to accommodate persons in excess of this number. If persons exceeding this number are tolerated, the average price per person and day stated in the rental agreement shall be deemed agreed as the additional overnight price per night, unless otherwise agreed. This is reduced by 50% for children aged 4-17 years.
- § 11 You can access the internet at the PC (if available in that house) or via wireless. The internet access is free. The use of online services or programs that violate legal prohibitions, the morals or the rights of third parties (name, copyright, data protection laws etc.) is not allowed. In particular, the retrieval or offering of violent, ethnically offensive or copyrighted material is not allowed. The same applies to sending e-mails.
- § 12 For hygienic reasons, the beds may only be used with fitted sheet and bed linen. The mattress is also to be covered with a fitted sheet when using a sleeping bag. If a bed is used without fitted sheet or bed linen, the additional cleaning costs of € 28 per bed place are to be borne by the tenant.
- § 13 The obligation to clear and sprinkle snow and ice is incumbent on the lessee. The lessee is liable to the lessor for possible personal injury and property damage due to slippery snow and ice.

- § 14 The parking of vehicles in front of the house is not permitted due to the danger of roof avalanches in snow. The lessee is liable for any personal injury or damage to property resulting therefrom.
- § 15 Smoking in the holiday house and the bringing of animals is not permitted. The deposit is forfeited. In addition, costs for professional cleaning are to be assumed.
- § 16 The tenants must treat the holiday house and its furnishings carefully. Any damage to the object, furnishings or missing equipment must be reported immediately to the landlord. This may require compensation. This also applies to subsequently detected damages incurred by the tenant or missing equipment, as well as costs resulting from the conversion or reconfiguration of furnishings.
- § 17 On departure the holiday house is to be swept clean. This includes a normal cleaning of the kitchen. The dishes should be rinsed and given. The garbage has to be sorted according to the local regulations (recycled / yellow pack, glass, paper, compost, residual waste) and placed in the garage. The yellow bags provided must be used for recycling material. Any costs resulting from gross contamination or inadequate waste separation are to be charged to the tenant and will be offset with the deposit.
- § 18 Phone calls to German fixed network are free. International calls, calls to mobile networks and to special numbers (0180, ...) are chargeable. The number ranges 0137, 0900 and 0190 are blocked. The costs for fee-based phone calls have to be paid by the tenant.
- § 19 When booking through a travel agent (e.g. AirBnb, Fewo-Direkt), the terms and conditions of hire set out here apply. These take precedence over any deviating provisions of the agent (e.g. cancellation policy, liability, etc.). If the rental price is paid through an agent, the payment is only considered to be fulfilled when the money is received by the lessor.
- § 20 Place of jurisdiction is the domicile of the landlord.
- § 21 The ineffectiveness of individual provisions of the terms shall not affect the validity of the entire tenancy agreement.

The decisive conditions are the rental conditions in the German version, which you can see here::

<http://scheuermatthof.de/files/sonstiges/mietvertrag-und-agb.pdf> or <http://ferienhaus-imbirkenweg.de/files/sonstiges/mietvertrag-und-agb.pdf>

house rules Scheuermatthof (Status September 2020)

On Arrival

- Read or photograph the electric meter reading "Ferienhaus EG/OG/Scheune" (each HT & NT meter reading) **and** the meter reading "Ferienwohnung DG" **twice at 10 seconds intervals** (because of changing NT/HT tariff display) and send it to vermietung@scheuermatthof.de
- **Completely** fill in the registration form for overnight guests. For all children under 12 years of age fill in date of birth so we know that they are under 12 years old. Otherwise, tourist tax will be charged. For more than 4 children, please note on separate sheet.
- Beds may only be used with bed linen and fitted sheet. For hygienic reasons, sleeping bag users must also use a fitted sheet!
- Please document or photograph technical defects and missing objects and report them immediately to vermietung@scheuermatthof.de

In Winter

- The kitchen on the ground floor has two central stoves fired with wood or coal. These may only be fired and operated by adults or group leader. Please put in logs carefully, do not throw them into the fire!
- Do not remove the plugs of the **frost protection heaters** in the toilets! Switch off the heaters or turn them to the frost protection setting.
- Let the ashes from the ovens cool down and empty them into the **compost bin (brown bin)**. Do not throw them in the garden, in front of the house or on the snow!
- You are obliged to clear and spread the access paths, the road and the yard in snow or icy conditions. Vehicles may not be parked in front of the house due to the danger of roof avalanches in snow. The lessee is liable for any personal injury or damage to property resulting therefrom.

During your stay

- Use **slippers** on the wooden floors in the living area.
- There is an **absolute ban on smoking** in the entire building and on the wooden balcony for fire protection reasons.
- Pets are not allowed in the house.

- Only tea lights in tea light glasses may be used. **Other candles, incense and open fires are strictly forbidden.** Tea lights must be permanently supervised!
- Safety nets are mounted on the bunk beds as fall protection. The safety nets do not provide 100% fall protection. Supervise your children and do not let small children sleep in the loft beds.
- Do not disconnect any cables or change the configuration on the TV sets/amplifiers. You can connect your own devices to the free cables. In case of changes we charge a technician's service with at least 50 €.
- The pumping system of the toilet in the Staufen bath cannot tolerate wet wipes, tampons, pads, diapers or similar things. These must be put in the trash can! The cost for the installer to repair a clogged pumping system is at least 200 €.
- Don't pee in front of the house late at night either. Especially not in the snow. This looks more than distasteful the next morning.
- Cigarette butts must be put in the garbage. not on the ground, not in the garden and not in the snow.

The outdoor area and the surroundings

- Traditionally, suckler cows are kept in the fenced-in meadow above the Scheuermatthof. **Don't climb over the fences.** In the worst case, the suckler cow or the bull will attack you to protect the calf. Use the path in front of the Scheuermatthof to reach the top of the viewpoint chair.
- **Barbecue & fire only in the grill, fire bowl or fire basket with at least 10 m distance to the house.** Never light direct fire on the natural stone terrace or meadow. Otherwise we charge the exchange of the stones or the clearing of the wild fireplace and the new sowing of the lawn.
- The high grass on the meadow on the mountain side is mowed by a farmer and fed to animals. Playing, lying down and other flattening of the meadow is only permitted up to the boundary marked with a post.
- Balls, frisbees or the like that have flown on the roof: leave them lying! **It is forbidden to enter the slate roof.** It may only be carried out with special roof ladders, otherwise the slate slabs will break. You will be fully liable for any damages incurred.

Noise protection and night rest from 10 pm to 6 am

- The general night rest is from 10 pm to 6 am. Avoid loud music and loud noises when you start your night's rest by, for example, switching off the outside loudspeakers & subwoofers, avoiding loud singing, closing the windows and reducing the music volume.
- The area on the natural stone terrace is better shielded by the house towards the valley than the area directly in front of the house. It is therefore advisable to spend more time on the natural stone terrace after 10 pm than in front of the house.
- Should neighbours, residents or other guests complain to you about possible noise pollution or anything else, remain solution-oriented, polite and make compromises.

On departure

- Return furniture, games, objects, etc. back to their original place. This applies in particular to the benches and tables in the garden. The tables/benches with the rubber buffers at the ends of the pipes belong in the lounge, the others in the barn.
- Collect garbage, empty bottles & glasses from the rooms.
- All refrigerators must be left completely empty. Food waste must be disposed of in the organic waste bin. **Don't put food remnants and glasses in the residual waste!**
- Switch off the refrigerator and leave the refrigerator door/freezer door open.
- If you used the grill, did you clean it? Place the swivel grill in the barn, cleaned and ready for use. Put the small grill and the firebowl to the left of the main entrance. Ash and charcoal residues to cool in the ash bin and then in the brown compost bin.
- Wash the dishes, dry them and put them in the cupboards.
- Please leave the house broom clean, i. e. sweep through or wipe clean once. Clean the kitchen with oven, hob and worktop.
- Place cooled ash from the ash buckets in the brown organic waste bin.
- Take the garbage bags and yellow bags to the garbage bin at the garage. **Be sure to observe the sorting rules** (yellow bag, organic waste bin, paper, glass, residual waste). No glasses and bottles in the residual waste, no plastic & packaging in the residual waste. **Food remains have to be thrown into the brown organic waste bin, not the residual waste.**
- Put bottles and glasses into the glass containers located in "Schwimmbadweg".