



General Terms and Conditions (GTC)

for room rentals by T&T Zimmervermietung Oßmaritz GbR

Our address (Administration): Talweg 14, 07639 Bad Klosterlausnitz, Germany **Address of the rental property:** Oßmaritz 13, 07751 Bucha, Germany **Represented by:** Tina Grätscher, Tony Grätscher **Contact:** Phone: +49 171 7720722 (Between 10:00 PM and 6:00 AM, please call only in absolute emergencies) Fax: +49 36601 935658 Email: info@monteurzimmer-bei-jena.de Website: www.monteurzimmer-bei-jena.de

§ 1 Scope, House Rules, and Right of Use

1. **Scope:** These General Terms and Conditions (GTC) apply to all contracts regarding the rental provision of rooms for accommodation as well as all other services provided by the landlord to the tenant (or the booking company/agency) in this context.
2. **House Rules:** The house rules belonging to the property are binding for all tenants and constitute an essential part of the rental agreement. The GTC and the house rules will be transmitted to the client (booking company, agency, or private customer) in text form upon booking confirmation.
3. **Availability and Languages:** The house rules are physically and clearly displayed in the house. In addition, the house rules and these GTC in their most current version can be accessed at any time on the landlord's website (www.monteurzimmer-bei-jena.de). The documents are provided there in German, English, and possibly other languages. In the event of legal disputes or questions of interpretation, the German-language version shall always have exclusive legal validity.
4. **Duty to Inform and Liability for Third Parties (Subcontractors):** If a company books rooms for its own employees, subcontractors, or other third parties employed by it, the booking company (as the contractual partner) is strictly contractually obligated to actively and fully instruct all arriving persons in advance about the applicable GTC and especially about the house rules. Pleading ignorance of the house rules by the persons staying overnight is expressly excluded. The booking company is fully liable for any violations by this entire group of persons, regardless of their exact employment relationship.
5. **Type of Use and Self-Catering:** The rental property is rented out on a self-catering basis. It is not an accommodation establishment with a hotel character (full service). The continuous provision of consumer goods (such as toilet paper, paper towels, dish soap, coffee, salt/pepper, etc.) is expressly not a contractual part of the owed service. Any provision of initial supplies upon arrival is a voluntary service provided by the landlord, from which no legal right to continuous replenishment can be derived.
6. **Right of Use:** The rented premises may exclusively be used by the number of persons bindingly specified at the time of booking and contractually agreed upon. The tenant is strictly prohibited from granting access to the accommodation to third, unregistered persons or allowing them to stay overnight unless this has been agreed



upon in advance with the landlord in text form and expressly confirmed by the landlord.

7. **Subletting and Commercial Use:** Subletting or re-letting the provided rooms as well as using them for purposes other than pure accommodation (e.g., use as a commercial branch, sales activities, prostitution) are strictly prohibited and entitle the landlord to immediate termination without notice and without any right to a refund.
8. **Landlord's Right of Entry:** The landlord (as well as personnel commissioned by the landlord, e.g., cleaners or tradespeople) is entitled to enter the rented premises for inspection, cleaning, or repairs after prior timely notification. In the event of imminent danger (e.g., burst water pipe, suspected fire), entry is also permitted without prior notice and in the absence of the tenant.

§ 2 Conclusion of Contract, Intermediary Agencies, and Access Release

1. **Conclusion of Contract:** The booking of the rooms comes into effect upon the booking confirmation by the landlord, which is sent to the tenant following their inquiry. Upon receipt of the booking confirmation, the booking is legally binding, and the tenant expressly accepts these GTC as well as the house rules. For corporate clients (companies/agencies), confirmation of these GTC in text form (e.g., via email) is strictly required for the final conclusion of the contract.
2. **Booking by Intermediary Agencies or Third Parties:** If a third party (e.g., an intermediary agency, a relocation service, or a main construction company for other companies) acts as the booking party, this third party becomes our direct contractual partner unless the booking is explicitly made on behalf of a specifically named other company. In any case, the booking party, together with the actual guest or their employer, is fully and jointly and severally liable for all obligations arising from the contract (especially rental payments, claims for damages, and special costs). The intermediary is strictly obligated to forward these GTC and the house rules to the actual users.
3. **Access Release (Door Codes):** The transmission of the door codes and the general release of access to the accommodation will fundamentally only take place once the full rental price – or the first due installment in the case of agreed installment payments or long-term rentals – has been fully received on the landlord's account, the legally required registration data and the main contact person (see § 3) have been provided, and (in the case of corporate clients/agencies) the acceptance of these GTC has been confirmed to us in text form.
4. **Bookings via External Portals:** If the booking is made via an external booking portal (e.g., Booking.com, Airbnb), the terms regarding cancellation periods, early departure, and payment modalities deposited there by the landlord take mandatory precedence. All deposits or additional fees listed in these GTC (e.g., for cleaning) only apply to portal bookings insofar as they are explicitly stated in the respective listing and do not contradict the portal's guidelines. For all behavioral regulations (house rules, liability, termination in case of misconduct), these GTC apply without restriction.

§ 3 Statutory Reporting Obligation, On-Site Main Contact, and Fire Safety



1. **Statutory Reporting Obligation:** According to the provisions of the German Federal Registration Act (Bundesmeldegesetz - BMG), the landlord is obliged to collect certain personal data from every guest (registration form). The tenant undertakes to provide this data (full name, date of birth, address, nationality, and exact period of stay) truthfully and completely before or at the latest on the day of arrival.
2. **Foreign Guests:** For guests from abroad, the landlord is additionally legally obliged to document the passport or ID card number. Corresponding valid identification documents must be presented to the landlord unprompted as a copy (e.g., via email in advance) or in the original upon arrival for data collection.
3. **Main Contact and Substitute Person (Companies):** If a company books for its employees or subcontractors, a nominative list of the persons must be sent to the landlord in advance. In the case of long-term rentals (over 1 month) or multi-room bookings, the company is strictly obliged to name an on-site main contact person (incl. direct contact details) in advance. This person acts as the direct point of contact in case of problems and as an authorized representative for the check-out.
IMPORTANT (Substitute Person): Should this main contact person no longer regularly visit the rental property, be deployed elsewhere, fall ill, or be unable to be present on the day of departure, the booking company has the strict obligation to proactively and immediately designate an authorized substitute person to the landlord. If this does not happen, the landlord will bindingly assume that the originally designated person will continue to be contacted in case of problems and must mandatorily appear for the check-out on site.
4. **Change of Personnel:** In the case of long-term rentals, the company is strictly obliged to inform the landlord of any changes in occupancy (move-out of previous employees or move-in of new ones) immediately, but at least on a monthly basis, in text form.
5. **Fire Safety and Security:** In addition to registration requirements, this strict obligation to document and provide information serves in particular security and fire safety. It must be ensured at all times that the landlord and, in the event of an emergency (e.g., fire, evacuation), the rescue services have the exact number and identity of the persons inside the building.
6. **Compliance (Customs / Authorities):** If a company books for its employees or subcontractors, the company contractually guarantees that all persons accommodated in the property are legally employed, properly registered, and possess the necessary residence and work permits.

§ 4 Cancellation Policy, Withdrawal, and Right of Revocation (for Direct Bookings)

This section applies exclusively to direct bookings (not to portals like Airbnb/Booking).

1. **Exclusion of the Right of Revocation for Consumers:** According to § 312g Abs. 2 Nr. 9 BGB (German Civil Code), there is no statutory right of revocation for contracts for accommodation services that are booked for a specific date or period. All cancellations by the tenant are exclusively subject to the following contractual cancellation conditions.
2. **Withdrawal by the Tenant:** The tenant has no right to free cancellation. In the event of a withdrawal, the tenant is obliged to pay a portion of the agreed price as



compensation. Furthermore, a cancellation must be made in text form (e.g., via email). The amount of compensation is based on the following schedule:

- **A. Single booking and under 4 weeks rental duration:**
 - Cancellation up to 20 days before the start of the rental period: 30 % of the rental price
 - In case of later cancellation (otherwise before the start of the rental): 70 % of the rental price
 - **B. Multi-room booking or over 4 weeks rental duration:**
 - Cancellation up to 40 days before the start of the rental period: 15 % of the rental price
 - Cancellation up to 30 days before the start of the rental period: 55 % of the rental price
 - In case of later cancellation (otherwise before the start of the rental): 80 % of the rental price In all cases of withdrawal, the tenant remains at liberty to prove that the landlord has incurred no loss or a significantly lower loss due to the cancellation.
3. **Withdrawal by the Landlord:** The landlord can cancel the booked service without stating reasons up to 3 working days before arrival. In this case, payments already made will be refunded to the tenant in full. A later termination of the contract by the landlord is also permissible in the event of demonstrable force majeure (e.g., pandemic bans, natural disasters) or unforeseeable severe building damage (e.g., burst water pipe, fire) that makes the booked stay objectively impossible. **Definition of justified withdrawal:** A legally justified withdrawal by the landlord exists for the reasons just mentioned (force majeure, destruction of property) as well as in the event of extraordinary termination due to breach of contract by the tenant in accordance with § 8 of these GTC. In all these cases of a justified withdrawal, the tenant expressly has no claim for damages against the landlord (e.g., for rebooking costs in hotels or travel expenses). The conclusion of a travel cancellation insurance is recommended to the tenant.

§ 5 Early Departure and Price Guarantee (for Direct Long-Term Rentals)

This section applies exclusively to direct bookings (not to portals like Airbnb/Booking).

1. **Early Departure / Termination by the Tenant:** Price calculations for companies and long-term tenants are based on the expected length of stay. If a tenant who has booked a contractually agreed term (e.g., 6 months) departs early, the landlord will charge a flat-rate compensation amounting to 30% of the agreed monthly rent for the remaining unused months. The residual amount will not be due or will be refunded. Here too, the tenant is expressly permitted to prove a lesser loss.
2. **Contract Extension:** If the rental period of a long-term stay is extended (e.g., from 6 to 8 months), the landlord guarantees that the same (possibly discounted) monthly rental price agreed for the previous months will apply to the additional months, unless otherwise contractually stipulated.

§ 6 Payment Terms, Default in Payment, and Special Provisions



1. **Payment Obligation and Due Date (for direct short-term bookings):** The tenant is obliged to pay the applicable prices. Upon receipt of the booking confirmation or invoice, a down payment of 50% of the total amount is due. The remaining balance must be transferred no later than 2 working days before arrival. Both payments are to be made to the landlord's account. For very short-notice bookings, the total price must be transferred immediately after the booking confirmation. (For portal bookings, payment is made exclusively according to the portal's guidelines).
2. **Billing Cycle (Long-term rentals of 1 month or more):** By default, long-term rentals are billed monthly in advance. The respective payment amount for the month must be transferred no later than the last working day of the previous month prior to the month of use. However, the landlord reserves the right to agree on different billing intervals. The binding billing cycle will be finally determined in the booking confirmation or initial invoice. Any deviating special arrangements must be recorded in text form.
3. **Default in Payment and Dunning Fees:** In the event of default in payment, the tenant will first receive a payment reminder. If payment is still not made on time, further dunning letters will be sent to the tenant or the booking company. A dunning fee of €10.00 will be charged for each reminder.
4. **Rental Duration over 30 Days:** For rental periods exceeding 30 days, the following additional provisions strictly apply:
 - **Mandatory Interim Cleaning and Linen Change:** The landlord will perform a mandatory cleaning of the rooms on a monthly basis (which also includes a change of bed linen). For single room bookings, a monthly amount of €65.00 (gross) will be invoiced, and for multi-room bookings, an amount of €50.00 (gross) per room per month will be invoiced for this service.
 - **Liability Insurance:** The tenant (or the booking company for its employees) is obliged to provide the landlord with proof of valid liability insurance unprompted upon request.
 - **Deposit (from 2 months rental duration):** If the rental duration is 2 months or more, a deposit is payable in advance for direct bookings. This amounts to €150.00 per room or €700.00 if the entire house is rented. The deposit serves to secure rent defaults, claims for damages, and special costs (§ 7).
 - **Binding Handover and Protocol upon Departure:** For rentals of one month or more, or when renting several rooms up to the entire house, a joint, personal inspection of the rented rooms and communal areas with the landlord is mandatory on the day of departure.
 - The exact time of the handover must be coordinated with the landlord in a timely manner (at least one week before departure). If no timely agreement is made, the regular check-out time (until 10:00 AM) applies strictly.
 - During the inspection, a handover protocol will be drawn up in which the condition of the premises as well as any defects or damages will be documented.
 - **Power of Attorney in Case of Absence:** The handover protocol must be signed by the pre-designated main contact person (see § 3 Paragraph 3) representing the booking company. If the company fails to appoint a substitute person despite the absence of the main contact, the landlord will legally



bindingly assume that the originally designated person will appear on site for the check-out appointment.

§ 7 Liability, Damages, and Special Costs (Fees)

1. **Landlord's Liability:** The landlord's liability for contractual breaches of duty and tort is limited to intent and gross negligence. For items brought in by the tenant, the landlord is liable according to the statutory provisions of innkeeper's liability (§§ 701 ff. BGB). The tenant is expressly advised not to leave valuables openly in the room.
2. **Careful Treatment and Joint Liability (Tenant):** The rooms, including all inventory, as well as the facilities belonging to the house, must be treated with care. The tenant, the booking company, and any intermediary agencies are fully and jointly and severally liable for all damages caused to the building, inventory, and communal facilities, regardless of whether these were caused by their own employees, subcontractors, or other third parties provided with access.
3. **Handling Damages:** Any damages incurred must be reported to the landlord as quickly as possible. Minor damages to small inventory (e.g., a single accidentally broken standard drinking glass or a plate worth under €5.00) will be replaced by the landlord free of charge. The contractual partner is fully liable for larger damages to the furnishings, furniture, or building structure. Damages discovered by the landlord only after departure and not previously reported will be attributed to the last tenant or their company.
4. **Special Costs:** In the event of gross violations or behavior contrary to the contract, the landlord will charge the following special costs (by deduction from the deposit or separate invoicing):
 - **Unauthorized Overnight Stay by Third Parties:** If the tenant provides unauthorized access to unregistered third parties and allows them to stay overnight in the accommodation, the tenant will be subsequently billed the full regular nightly rate for each unauthorized person for the respective night.
 - **Clogging/Damage to Lifting Station Toilets (Macerator Toilets):** In case of improper use of the lifting stations (flushing wet wipes, dirt, foreign objects, etc.), the full cleaning and repair costs (as well as emergency service call-outs, if applicable) will be invoiced.
 - **Violation of the Smoking Ban in the House:** A flat rate of €250.00 (costs for special ozone cleaning and odor neutralization).
 - **Undisposed Glass Recycling (for companies/long-term tenants):** A flat rate of €50.00 plus the actual disposal costs.
 - **Above-Average Soiling:** (e.g., deep-seated stains on mattresses/upholstery, willfully heavily crusted kitchen appliances, massively unwashed dishes despite an available dishwasher): Cleaning fee based on actual time spent, billed at an hourly rate of €35.00 gross per cleaning hour, but at least €50.00.
 - **Intentional Damage to Appliances:** (e.g., not emptying the dryer water tank despite instructions) Billing based on actual repair costs by customer service.
5. **Note on Flat Rates according to § 309 No. 5 BGB:** For all flat rates mentioned in these GTC, the tenant is expressly permitted to prove that no damage occurred at all or that it is significantly lower than the demanded flat rate.

§ 8 Extraordinary Termination, House Rules, and Offset



1. **Termination without Notice:** The landlord may terminate the tenancy at any time immediately and without notice for a compelling reason. A legally binding compelling reason exists in particular in cases of:
 - Default in payment by the tenant.
 - Intentional or grossly negligent damage to the rental property.
 - Severe hygienic neglect or massive littering of the premises.
 - Repeated violations of the GTC or house rules (after prior warning).
 - Manipulation of safety-relevant equipment (e.g., taping over smoke detectors). In the event of termination without notice for these reasons, the tenant has no legal claim to a proportional refund or compensation.
2. **Immediate Termination for Police Operations & Excesses:** If massive misconduct (e.g., alcohol excesses, continuous disturbance of the night peace, threats, insults, or physical assaults against neighbors, co-tenants, or staff) leads to an unreasonable disturbance or a police operation, the property must be vacated within 24 hours.
3. **Retention of Payments:** In the event of a termination according to point 1 or 2, rent payments already made for the started rental period will be retained by the landlord as flat-rate compensation or loss of use.
4. **Payments after Termination:** Payments for subsequent months after a termination do not lead to an extension of the contract.
5. **Offset (§ 387 BGB):** The landlord is entitled to offset overpayments against existing claims (claims for damages, special costs).

§ 9 Data Protection

The personal data of the guests required for contract processing and fulfillment of the statutory reporting obligations will be processed and stored in accordance with the applicable data protection regulations (GDPR). The data from the registration forms will be kept exclusively within the framework of statutory retention periods (e.g., the Federal Registration Act) and subsequently destroyed/deleted in compliance with data protection laws. A transfer to third parties will only take place if this is contractually necessary or required by law (e.g., to registration authorities, police).

§ 10 Final Provisions and Dispute Resolution

1. **Applicable Law:** The laws of the Federal Republic of Germany shall apply exclusively, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
2. **Jurisdiction and Legal Correspondence:** If the tenant is a merchant, a legal entity under public law, or if the company has no general place of jurisdiction in Germany, the exclusive place of jurisdiction for all disputes is the local court responsible for the location of the rental property. In accordance with EU law requirements, it is pointed out that all written correspondence in legal cases must imperatively be in German and English.
3. **Information on EU Dispute Resolution:** The European Commission provides a platform for online dispute resolution (OS), which can be found at <https://ec.europa.eu/consumers/odr/>. The landlord is neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board.



4. **Severability Clause:** Should individual provisions of these General Terms and Conditions be invalid or unenforceable, or become invalid or unenforceable after the conclusion of the contract, the validity of the rest of the contract remains unaffected. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision whose effects come closest to the economic objective that the contracting parties pursued with the invalid or unenforceable provision. The above provisions apply accordingly in the event that the contract proves to be incomplete.
5. **Text Form Clause and Subsidiary Agreements:** Changes and additions to these General Terms and Conditions as well as to the rental agreement must be in text form (email only) to be valid. This also applies to the amendment or cancellation of this text form clause. Verbal subsidiary agreements do not exist and have not been made.