



PARKING TERMS AND CONDITIONS FOR PARKING GARAGES AND THE HOTEL CAR PARK

1 RENTAL CONTRACT

- 1.1 By accepting a parking ticket and/or entering the parking garage or the hotel car park (hereinafter referred to as parking area), the customer and the hotel conclude a rental contract effective for the parking time requested by the customer and the business hours of the parking area in accordance with the following parking terms and conditions.
- 1.2 However, neither the safekeeping nor the surveillance of the customer's car is subject to these terms. The hotel is not obliged to accept any safekeeping or other care responsibilities for the customer's belongings.

2 TERMS OF USE

- 2.1 The customer shall exercise due care and attention when using the parking area. This includes, but is not limited to, observing the parking area's traffic rules and safety instructions. The customer shall follow all instructions by the hotel's staff pertaining to the hotel's general safety and property rights. In all other respects, the provisions of the German Road Traffic Regulations (StVO) apply with the necessary modifications.
- 2.2 Vehicles may only be parked in clearly designated parking spaces. Parking is prohibited in areas which are posted with signs indicating reservations for long-term parkers. The hotel may take reasonable measures to move or have moved vehicles in violation at the customer's expense. The hotel may charge a flat fee for moving the vehicle. The customer retains the right to establish that the hotel did not incur any or significantly less costs.
- 2.3 The hotel may also remove the customer's vehicle from the parking area in case of imminent danger.
- 2.4 Customers are asked to lock their vehicles and leave no valuables behind when parking vehicles in the hotel's parking area.
- 2.5 The business hours of the hotel's parking areas are published on the hotel's notice boards.

3 SAFETY INSTRUCTIONS AND GENERAL RULES

- 3.1 All cars must drive at a walking pace within the entire parking area.
- 3.2 The following is prohibited in the entire parking area:
 - smoking and fires;
 - storage of operating supplies, operating supply containers and flammable objects;
 - unnecessary engine idling;
 - parking of vehicles with leaking fuel tanks or carburetors;
 - the refueling, repairing, washing or interior cleaning of vehicles;
 - draining coolant, fuels or lubricants;
 - distributing advertising materials.
- 3.3 Access to the parking area is only permitted for parking, loading and unloading as well as car pick-up purposes.
- 3.4 Customers are obliged to immediately remove their litter or any other soiling they may cause in the parking area.

4 PARKING FEES/DURATION OF STAY

- 4.1 The payable parking fee and the permissible length of stay can be found on the applicable price lists published on the hotel's notice boards.
- 4.2 Unless individual parking arrangements have been made, the maximum stay period is one month.
- 4.3 After expiry of the maximum stay period, the hotel may have the vehicle removed from the parking area at the customer's expense, provided the hotel has notified the customer and/or owner of the vehicle in writing and granted a reasonable period of grace of at least two weeks or the value of the vehicle clearly does not exceed the payable parking fees. Until the vehicle is removed, the hotel is entitled to the applicable parking fees.



- 4.4 In the event a customer loses their parking ticket, the payable minimum fee is one day, unless the customer can prove a shorter or the hotel a longer stay period.
- 4.5 The hotel may verify whether the customer is actually authorized to pick up and use the vehicle in question. Such verification can include, but is not limited to, checks of parking tickets. The customer may, however, provide other evidence.
- 4.6 In the event a customer's vehicle occupies more than one parking space, the hotel may charge full parking fees for the number of parking spaces actually used.

5 HOTEL LIABILITY

- 5.1 The hotel does not accept any responsibility for any damage whatsoever, unless proven to be caused by the hotel's or its agents' willful misconduct or gross negligence. Notwithstanding the above, this limitation of liability shall not apply to any injury to life, body or health or to material breaches of contract.
- 5.2 The customer shall notify the hotel immediately of any damage to the vehicle.
- 5.3 The hotel shall not be liable for any damage caused by other customers or third parties, including, without limitation, damage to, destruction or theft of the parked vehicle or movable/built-in property in the vehicle or items mounted to or on the vehicle.
- 5.4 In the event the customer is a guest of the hotel, the hotel may provide valet parking services at the customer's request. However, these services do not establish a storage agreement and consequently safekeeping duties for the hotel, as they are provided merely as a courtesy to the customer. Any damage caused to other vehicles or objects during the provision of these valet parking services has to be settled through the customer's/owner's automobile liability insurance. The hotel and the driver acting on behalf of the hotel shall not be liable for any direct damage to the customer's vehicle as well as for any financial disadvantages incurred in connection with the settlement of damages to other vehicles or objects through the customer's/owner's automotive liability insurance (excess, increases in the insurance premium, etc.), unless the damage was caused by the driver's willful misconduct or gross negligence.

6 CUSTOMER LIABILITY

- 6.1 The customer shall be liable for any damage to the hotel caused by the customer's intentional behavior or negligence or that of their agents, authorized representatives or other accompanying persons. The customer shall notify the hotel of any damage before leaving the parking area.
- 6.2 The customer shall be liable for any cleaning costs caused by the customer's littering or soiling of the parking area within the meaning of Section 3.2.

7 RIGHT OF LIEN/RIGHT OF RETENTION/REALIZATION

- 7.1 The hotel has a statutory right of lien and the right to retain the vehicle parked by the customer to secure its claim for payment of any agreed fees.
- 7.2 The hotel may remove and/or sell any vehicles or trailers without a valid license plate, provided the customer/owner was duly notified and did not remove the vehicle within a reasonable period of grace determined by the hotel. Such notification is not required if the hotel cannot determine the customer/owner of the vehicle with reasonable efforts. The customer/owner of the vehicle is entitled to the amount of sale, less the costs of the sale and the parking fee payable until removal of the vehicle.
- 7.3 Subject to the above rights in sections 7.1 and 7.2, the customer shall be liable for all costs incurred by the hotel.

Hotel Neues Tor GmbH
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