



GRANDHOTEL HESSISCHER HOF

General Terms and Conditions for Parking Garages

I. Rental Contract

By accepting a parking ticket and/or by entering the parking garage, a rental contract for a vehicle parking space is concluded between the parking garage operator and the customer subject to the following terms and conditions.

Surveillance or safekeeping of the customer's vehicle is not subject matter of this contract. The parking garage operator does not assume any responsibility or special duty of care for objects brought to the parking garage by the customer. The rental contract shall terminate when the vehicle leaves the parking garage.

II. Conditions for Using the Parking Garage

1. The customer is obligated to exercise reasonable care, in particular to strictly adhere to the signs and notices regulating traffic and parking and to the safety regulations. Directions given by the parking garage operator or its staff for safety reasons or regarding the right to undisturbed possession of the premises (*Hausrecht*) must promptly be complied with. In all other respects the provisions of the German Highway Code (StVO) shall apply analogously.

Vehicles may only be parked in clearly marked parking spaces but not in such spaces reserved for permanent users. The parking garage operator has the right to have vehicles that are parked outside of designated spaces, particularly in traffic areas, removed at the customer's expense. The parking garage operator is likewise entitled to remove a customer's vehicle from the parking garage in case of imminent danger.

Customers are encouraged to lock their vehicles carefully and to leave no valuables in their parked cars.

2. The opening hours can be taken from the relevant notice boards.

III. Safety Instructions and General Rules

1. Inside the parking garage customers may only drive at a walking pace.

2. The following is prohibited throughout the parking garage:

- a) smoking and the use of fire;
- b) storing objects of any kind (in particular tires, bicycles etc.), car fluids and combustible substances as well as empty car fluids containers;
- c) refueling vehicles;
- d) revving or idling car engines;
- e) parking vehicles with leaking fuel tanks and engine leaks;
- f) parking vehicles with LPG tanks and other comparable hazardous substances (to be deleted where relevant state ordinances provide otherwise).
- g) remaining in the parking garage beyond the actual time required for parking or picking up the vehicle;
- h) the presence of unauthorized persons (including, but not limited to, skateboarders, graffiti sprayers, rollerbladers).

3. It is prohibited to repair and wash vehicles or to clean the interiors of vehicles, to drain coolants, fuels or oils, to discard rubbish and to cause other kinds of pollution.

4. It is prohibited to distribute advertising materials in the parking garage. Any violations will be prosecuted under civil law (e.g., removal costs) and criminal law.

IV. Parking Fee/Parking Period

1. The amount of parking fees is calculated based on the posted schedule of fees valid from time to time.

2. The vehicle can only be picked up during opening hours by presenting the parking ticket and by paying the parking fee owed. If customers want to exit the parking garage outside of regular opening hours, they shall be obligated to reimburse the parking garage operator, without prejudice to any further claims, for any costs incurred by providing such special services outside of regular opening hours (time expended, mileage etc.). Such costs shall be due and payable immediately upon pickup of the vehicle.

3. Barring a written special arrangement in the individual case, the maximum length of stay is four weeks.

4. After the maximum parking period has elapsed, the parking garage operator is entitled to have the vehicle removed from the parking garage at the customer's expense, provided that the customer and/or the registered owner of the vehicle have been notified and a two-week time limit set by the parking garage operator has elapsed to no avail, or that the value of the vehicle clearly does not exceed the total fee payable. Up until removal of the vehicle the parking garage operator shall be entitled to payment of a fee in compliance with the fee schedule.

5. If a customer loses their parking ticket, the minimum fee payable will be the daily rate for parking, unless the customer or the parking garage operator can prove that the length of stay was shorter or longer respectively. The parking garage operator is entitled to verify whether the customer is actually authorized to pick up and use the vehicle in question. Proof of authorization is, inter alia, provided by producing the parking ticket, but the customer may also provide other evidence.

6. In the event that a customer fails to park their vehicle properly, i.e. in a space not designated as a parking space or in a space reserved for permanent users, and clearly shows no intention of wanting to put an end to that situation right away, the parking garage operator shall – without prejudice to further claims for damages or measures in compliance with the parking terms and conditions – be entitled to have the vehicle towed. A flat fee shall be charged for such removal. It is incumbent on the customer to prove that no costs at all were incurred or that the costs incurred are significantly lower than the flat fee charged.

V. Liability of the Parking Garage Operator

The parking garage operator shall only assume liability for damage demonstrably caused by it or its vicarious agents by intent or gross negligence. This limitation of liability shall not apply to any services typically covered by a contract for renting parking space. The customer shall promptly notify the parking garage operator of such damage in writing. Any damage must be reported to the parking garage operator's staff on leaving the parking garage. The parking garage operator shall not assume any liability for damage caused by other customers or other third parties. This shall apply, without limitation, to any physical damage to and destruction or theft of the parked vehicle or any movable / built-in objects inside the vehicle (e.g. car radio, car telephone, mobile phone, valuables, computer, camera equipment, sports equipment and the like) or any objects attached to the outside of the vehicle.

VI. Liability of the Customer

The customer shall be liable to the parking garage operator for any damage culpably caused by it or its agents, representatives or any accompanying persons. The customer is obligated to report such damage to the parking garage operator of its own accord prior to exiting the parking garage; among other things, in the event of contamination to the parking garage the customer shall be liable for the relevant cleaning costs pursuant to III.3 and III.4 hereof.

VII. Right of Lien / Right of Retention/ Realization

1. The parking garage operator is entitled to a right of retention and a statutory lien with respect to the customer's vehicle.

2. After the maximum parking period has elapsed, the parking garage operator shall also be entitled to dispose of or sell at auction any vehicles or trailers not having a valid license plate, provided that the customer /registered owner of the vehicle has been duly notified and has failed to remove the vehicle within a reasonable period of time granted by the parking garage operator. This also applies if in spite of reasonable efforts on the part of the parking garage operator the customer/registered owner of the vehicle cannot be located. If the customer/registered owner of the vehicle is known to the parking garage operator, they will be notified of the impending sale of the vehicle one week beforehand. The customer/registered owner of the vehicle shall be entitled to the proceeds after deduction of the costs of sale and of any parking charges incurred up until the time of removal of the vehicle. If the customer/registered owner of the vehicle fails to claim the proceeds within one year of the disposal or sale at auction of the vehicle, the parking garage operator shall be entitled to such proceeds.

3. Without prejudice to the rights stipulated in VII.1 to VII.2 hereof, the customer/registered owner of the vehicle shall be liable to the owner of the parking garage for any and all costs incurred.