

PARKING
T & C

TERMS AND CONDITIONS
OF PARKING FOR VEHICLES
IN THE PARKING GARAGE
AND HOTEL CAR PARK

Terms and Conditions of Parking for vehicles in the parking garage and hotel car park (Parking T&C)

ART. 1 LEASE AGREEMENT

1. By accepting the parking ticket and/or driving into the parking garage or hotel car park (hereinafter "parking area"), the Tenant enters into a Lease Agreement with the Hotel for the Tenant's desired parking time during the opening times according to these Parking T&C.
2. This Agreement does not cover the surveillance or the safekeeping of the parked vehicle. The Hotel assumes no responsibility for safeguarding or caring for the Tenant's belongings in the parking area.

ART. 2 TERMS OF USE

1. The Tenant must take the same amount of care as in regular traffic. In particular, the Tenant must comply with the special traffic rules and safety regulations posted in the parking area. Instructions by the Hotel staff given for safety reasons or related to House rules must always be obeyed immediately. For the remainder, the provisions of the German Road Traffic Regulations (StVO) apply accordingly.
2. Vehicles must be parked within the marked parking spaces, but not in the spaces with signs indicating that they are reserved for long-term users. The Hotel has the right to move improperly parked vehicles itself or to have them moved at the Tenant's expense. The Hotel may charge a flat fee for this, in which case the Tenant can prove that these costs were not incurred or were substantially lower than the flat fee.
3. The Hotel is also entitled to remove the Tenant's vehicle from the parking area in case of imminent danger.
4. All Tenants should lock their vehicles and not leave any valuables behind when they leave.
5. The opening times can be found on the respective signs.

ART. 3 SAFETY PROVISIONS AND RULES

1. The maximum driving speed in the parking area is walking pace.
2. The following is not permitted in the parking area:
 - Smoking and the use of fire,
 - Storing fuel, fuel tanks and flammable objects,
 - Letting the engine run unnecessarily,
 - Parking vehicles with leaky tanks or carburetors,
 - Filling, repairing, washing or interior cleaning of vehicles,
 - Draining coolant, fuel or oil,
 - Distributing advertising material.
3. Entrance into the parking area is only permitted for the purpose of parking, loading and unloading and picking up vehicles.
4. The Tenant must clean up any of his/her debris or refuse immediately.

ART. 4 FEES / PARKING DURATION

1. The parking fees to be paid and the permissible parking duration are found on the current parking list posted in the parking area.
2. The maximum parking time is one month unless a special arrangement is made in individual cases.
3. Upon expiry of the maximum parking time, the Hotel is entitled to have the vehicle removed at the Tenant's expense provided the Tenant and/or vehicle owner has been informed of this and given notice of at least two (2) weeks in writing to no avail or if the vehicle does not appear to be worth more than the parking fees due. The Hotel is entitled to the fees indicated in the price list until the vehicle is removed.
4. For lost tickets, a fee of at least the rate for one day is due, unless the Tenant can prove a shorter or the Hotel a longer parking duration.
5. The Hotel may verify authorization to pick up and use the vehicle. This includes showing the parking ticket or similar; or the Tenant can provide other proof.
6. If the Tenant occupies more than one space with his/her vehicle, the Hotel is entitled to charge the full parking fee for the number of parking spaces actually used.

ART. 5 LIABILITY OF THE HOTEL

1. The Hotel is only liable for damages that can be proved to have been caused deliberately or through gross negligence by the Hotel or by its agents. This limitation of liability for damages does not apply in case of injury to life, limb or health or breach of material contractual obligations.
2. The Tenant is obliged to immediately report any damage to his/her vehicle to the Hotel.
3. The Hotel is not liable for damages caused by other tenants or third parties. This applies in particular to damage, destruction or theft of the parked vehicle or movable/integrated objects from the vehicle or to objects installed on the vehicle.
4. If the Tenant is a guest at the Hotel and the Hotel parks or picks up the vehicle at the Tenant's request, this does not constitute a safekeeping agreement nor a surveillance obligation as this is merely a courtesy of the Hotel to the guest. Claims for damages caused in such cases to other vehicles or property are to be settled through the vehicle liability insurance of the Tenant/vehicle owner. Moreover, the Hotel and the driver commissioned by the Hotel are not liable for damages directly incurred to the Tenant's vehicle nor for any negative financial impact associated with the settlement through the vehicle liability insurance of the Tenant/vehicle owner (deductibles, rate increases, etc.) of claims for damages caused to other vehicles or objects, unless the driver commissioned by the Hotel caused the damage deliberately or through gross negligence.

ART. 6 LIABILITY OF THE TENANT

1. The Tenant is liable for damages to the Hotel culpably caused by himself/herself or by his/her agents, representatives or companions. He/She is obliged to report such damage immediately to the Hotel before leaving the parking area.
2. The Tenant must pay for any costs to remove debris or refuse he/she has left in the parking area (cf. Art. 3 (2)).

ART. 7 LIEN / RETENTION / UTILIZATION

1. The Hotel has a right of retention and a legal lien on the Tenant's parked vehicle on account of its claims arising from the Lease Agreement.

2. The Hotel is entitled to remove and/or utilize vehicles or trailers without a registration number provided the Tenant/vehicle owner has already been warned of this and has not satisfied this request to remove the vehicle by the reasonable deadline set by the Hotel. Such a warning and request is not necessary if the Tenant/vehicle owner could not be determined even after taking reasonable measures. The Tenant/vehicle owner is entitled to the proceeds from the sale less the associated costs and any parking fees incurred up to the time the vehicle was removed.
3. Without prejudice to the rights under Art. 7 (1) and (2), the Tenants is liable to the Hotel for all costs incurred.

Forchheim, February 2018