

Floating Village – General Terms and Conditions of Rental

The Floating Village on Lake Brombach is operated by Eco Lodges GmbH (hereinafter referred to as "ELG"). The water villas in the Floating Village are owned by various investors/owners. The following General Terms and Conditions of Rental apply to the rental agreement to be concluded between the lessor and the lessee for the rental of the water villa and regulate the rights and obligations of the owner (hereinafter also referred to as the "Lessor") and the tenant in a binding manner.

ELG is the broker of the water villa on behalf of the Lessor. The "General terms and conditions for the brokerage of travel services" apply to the legal relationship between the lessee and ELG with respect to the brokerage of the rental of the water villa. These can be viewed/accessed at www.eco-lodges.de. ELG is the Lessor's representative. The direct contact for the lessee in connection with the rental is therefore ELG.

In addition, ELG will provide the lessee with consumable materials in the water villa and will arrange the final cleaning of the water villa. Optional separate services can also be used on site by ELG as the operator of the Floating Village (in relation to this, see the homepage under "Services"); however, these General Terms and Conditions of Rental do not apply to these.

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§ 1 Rental object and rental purpose

The Lessor (see § 19), represented by ELG, rents the water villa (floating house) that is the subject of the contract to the lessee.

The water villa is rented to the lessee by the Lessor for short-term accommodation in the context of a holiday stay or a stay in connection with a business trip or company event.

§ 2 Rental period

The arrival and departure times indicated by the lessee and accepted by the Lessor, represented by ELG, at the time the booking is made are binding.

Check-in is from 3 p.m. until 5 p.m. The time window for check-in is agreed in advance between the lessee and ELG.

Check-out on the day of departure takes place between 9:00 a.m. and 11:00 a.m., and a time for departure will be set between the lessee and ELG during the lessee's stay.

§ 3 Use of the water villa and the Floating Village

- (1) The water villa may only be occupied by the number of persons indicated in the booking confirmation. If the water villa is occupied by more people than permitted, the Lessor may expel the surplus people from the water villa.
- (2) Pets require separate approval for each animal and are only allowed in certain water villas for a surcharge. It is not permitted to brush animals in the house or to take them into bed! In the event of non-compliance, a separate fee of EUR 120 per animal will be due. The lessee is liable for any damage caused by the keeping of animals.
- (3) If a boat (e.g., rubber dinghy, fishing boat, etc.) is brought by the lessee or his or her companion, then, on condition that a berth has been registered and booked with ELG in advance, the lessee is responsible for the use of the boat and, therefore, for the equipment and requirements for it under the law. Among other things, users of a boat are obliged to carry a life jacket with them. Neither the landlord nor ELG is responsible for accidents or damage in connection with use of a boat. The port regulations of Zweckverband Brombachsee (Brombachsee administrative union) entitled "Regulations for

the port facilities at Brombachsee" and other legal provisions must be observed. The costs for damages caused to the water villa or the associated infrastructure must be borne by the lessee/the user or owner of the boat.

- (4) Swimming in the Floating Village is only permitted in the designated areas (up to demarcation buoys in the port area). Swimming in this area is at the swimmer's own risk. Swimming between the houses is prohibited. Furthermore, a distance of at least 3 meters must be maintained from the jetties and crossing bridges when swimming, in order to not damage built-in technical installations above and below the water and not give rise to any risk of injury. Diving under the jetties, bridges and under the houses is strictly prohibited, as is jumping from the house into the water from the terrace and roof terrace! The water must only be entered and exited for swimming via the built-in ladder at the front terrace of the water villa.

When swimming in the Floating Village, consideration must be given to other guests and their privacy and to restful and quiet behavior. Swimming at night or under the influence of alcohol is prohibited. Parents are responsible for supervising their children.

Nude bathing is prohibited in the entire area of the Floating Village and in the port facility. Nudism is prohibited in the entire Floating Village, including on the terraces/roof terraces.

- (5) The use of SUPs (stand-up paddleboards) in the port area is prohibited in accordance with the port regulations.
- (6) Feeding animals in the water or in the air is prohibited in the entire area of the Floating Village.
- (7) Fishing in the Floating Village is prohibited. The requirements and regulations for fishing on the Great Lake Brombach (Großer Brombachsee) can be ascertained from Zweckverband Brombachsee at www.zv-brombachsee.de/angeln/ and must be complied with.
- (8) ELG accepts no responsibility for allergic reactions the lessee has in the floating houses.
- (9) Neither the Lessor nor ELG can be held responsible for noise, e.g., from construction work, cleaning and maintenance work, boats, events or similar.
- (10) Please refer to the current house rules for further information.

§ 4 Bookings, payment methods, prices

- (1) All prices are provided in euros unless otherwise stated.

- (2) The lessee must be at least 18 years of age on the day of booking. For youth group trips, the lessee of the floating house must be at least 21 years of age on the day of booking.

Youth group trips (at least 6 persons, most of whom are under 21 years of age) must be named and registered as such when booking.

- (3) Bookings are immediately binding. Bookings are only completed when the lessee's request (offer) has been accepted by the Lessor, represented by ELG. This only takes place upon express acceptance of the lessee's request (offer) in writing or by email. ELG will send a confirmation for this. The water villa is therefore only considered to be booked when receipt of the lessee's request (offer) has been confirmed by ELG in writing or by email.
- (4) The lessee will receive a booking confirmation with further information before arrival.
- (5) After receiving the booking confirmation, the lessee is obliged to provide payment as follows:
- In the case of payments by credit card, these will be charged roughly 5 days before the start of the rental.
 - In the case of payments by direct debit, the amount will be charged roughly 5 days before the start of the rental.
 - In the case of payments by PayPal or Sofortüberweisung, the amount will be charged immediately

Cash payment on site is only possible in exceptional cases. The lessee must ensure that there are sufficient funds on the specified payment systems at the time the charge is made.

In the event of default of payment, the lessee will be liable for damages, and default interest/reminder fees will be charged. If, in the event of default, payment is received within 5 days, the aforementioned fees will not be charged. If payment is not received within 5 days, the Lessor can assign the payment amount to his or her debt collection partner or law firm. The lessee shall bear the costs of the debt collection agency and/or legal partner.

Payment must be made free of any deductions. Any possible bank charges (domestic or foreign) shall not be borne by the Lessor.

- (6) If payment deadlines are not adhered to and the corresponding payment arrears are not remedied even after another informal deadline has been set, the Lessor, represented by ELG, shall be entitled to terminate the booking for the existing rental agreement. Termination of the rental agreement for this reason does not release the lessee from paying the price for the accommodation or the services booked. The statutory provisions shall apply in all other respects.
- (7) Prices quoted for the rental of the water villa include fixed, mandatory ancillary costs as well as value-added tax. Unless otherwise stated, the accommodation rate shown is the price including the consumption of electricity, water, fuel, Wi-Fi and the like.
- (8) Note: Services from ELG that the tenant uses on site will be billed separately by ELG.

§ 5 Deposit

- (1) For youth group trips, a deposit of EUR 500 per water villa must be paid.
- (2) The Lessor releases the lessee from liability for minor damage up to an amount of EUR 25 in the event of damage. In the event of damage in excess of EUR 25, the actual damage will be compensated by the lessee. In such cases, the Lessor will charge a processing fee of EUR 50. If the effort involved in processing the damage (processing fee) takes up more than 2 hours of processing time, a charge will be made based on the effort out-laid.

§ 6 Withdrawal (cancellation), rebooking by the lessee

- (1) If the lessee withdraws from the rental contract before the start of the rental without naming a new lessee who will enter into the contract under the same conditions, the following compensation from the accommodation rate is to be paid if it is not possible for Eco Lodges to rent the water villa(s) to someone else:
 1. From the point of booking up until 50 days before the start of the rental:
10% of the accommodation rate
 2. Between 30 and 49 days before the start of the rental:
30% of the accommodation rate
 3. Between 15 and 29 days before the start of the rental:
60% of the accommodation rate

4. Between 14 days before the start of the rental and the start of the rental, or in the event of a no-show:

100% of the accommodation rate

The final clean is not taken into account in the compensation (saved expenses).

- (2) It is only possible to withdraw from the contract in writing. The day on which the declaration is received by ELG, as the Lessor's representative, shall be the date on which the lessee's withdrawal is deemed to be issued.
- (3) After withdrawing from the contract, the lessee may designate another replacement lessee who is willing to take his or her place in the existing contractual relationship. The Lessor, represented by ELG, may object to a third party entering into the contract without having to give reasons (e.g., if the third party appears economically or personally unreliable). Should ELG accept a replacement lessee, this will result in a processing fee of EUR 50.
- (4) The Lessee reserves the right to prove that fewer damages or no damages at all were incurred.
- (5) The Lessee can request a rebooking (change of the booked rental period) in writing. It is at ELG's own discretion, as the Lessor's representative, whether to accept the request. If the rental contract is rebooked, the Lessee accepts a processing fee of EUR 40 for the expenses incurred.
- (6) If, when booking a water villa via other booking channels (e.g., booking.com or Expedia), different rules for cancellation are set, these different rules apply.

§ 7 MICE cancellation, withdrawal, number of participants and loss or damage

As part of the tourism industry, MICE falls primarily under business trips and stands for meetings, incentives, conferences and events. MICE encompasses the organisation and implementation of, for example, conferences, incentive and motivational events, or congresses, but also events such as birthdays or weddings, which means that MICE also includes private travel.

Since the Floating Village primarily stands for rest and relaxation and special circumstances prevail, events can only take place to a limited extent.

- (1) If events are cancelled, the following rules apply:

- i. For cancellations up to 60 days before the start of the event, the Lessee must pay compensation of 50% of the booked accommodation rate, conference flat rate and food
 - ii. In the event of a cancellation after this period of 60 days before the start of the event has expired, the Lessor will charge 100% of the rental price, the conference flat rate and food
 - iii. The amount for the food is calculated for all meals according to the following formula: agreed price times the number of participants. If no price has yet been agreed for the food, the cheapest quote obtained by ELG will be used as a basis.
- (2) Withdrawal of the Lessor from events:
- i. If it is agreed that the Lessee can withdraw from the contract within a specified period without incurring any costs, the Lessor is entitled to cancel the contract within this period from his or her side if there are enquiries from other customers regarding the water villas booked under the contract and the lessee does not relinquish his or her right of cancellation upon request by the Lessor, with an appropriate period of time being set for this.
 - ii. If an agreed or requested advance payment or security deposit is not made even after expiration of a reasonable grace period set by the Lessor, the Lessor shall, again, be entitled to withdraw from the contract
 - iii. Moreover, the Lessor shall be entitled to withdraw from the contract extraordinarily for an objectively justified reason – in particular, if:
 - 1. a force majeure or other circumstances beyond the control of the Lessor make fulfilment of the contract impossible;
 - 2. events or water villas are booked using culpably misleading or false information or with essential facts being concealed; essential facts can include the identity or solvency of the customer or the purpose of his or her stay;
 - 3. the Lessor has justified cause to believe that the event may endanger or damage the smooth business operations or security of the Lessor or intermediary or either of their reputations (e.g., political events) in the eyes of the public, and this is not to be ascribed to anything that falls within the Lessor's sphere of command or organizational area; or
 - 4. the purpose or motivation behind the event is unlawful.
 - iv. Justified withdrawal on the part of the Lessor does not give rise to any claims for damages on the part of the customer.
- (3) Changes to the number of participants and the time of the event:
- i. The Lessee is obliged to inform the Lessor of the expected number of participants when making the reservation. The Lessor must be informed of the final number of participants by email no later than 60 days before the event in order to ensure careful preparation.

- ii. A change in the number of participants by more than 5% must be communicated to the Lessor no later than fifteen working days before the start of the event; it requires the written approval of Eco Lodges
 - iii. If the number of participants deviates by more than 10%, Eco Lodges is entitled to re-determine the agreed prices and to swap the confirmed rooms/water villas, unless this is unreasonable for the customer.
 - iv. If the agreed start or end times of the event shift and Eco Lodges agrees to these deviations, the Lessor can invoice an appropriate amount for the additional commitment, unless Eco Lodges is at fault.
- (4) Loss of or damage to items the customer brings with him/her:
- i. Any exhibition or other items, including personal items are brought in the event rooms at the customer's own risk. Eco Lodges assumes no liability for loss, destruction or damage, and also not for financial loss, except in the case of gross negligence or wilful misconduct on Eco Lodges' part. Compensatory damages for a fatal or physical injury or harm to one's health are excluded from this. Also excluded from this exemption from liability are all cases in which safekeeping represents the kind of obligation that is typical for such a contract, due to the circumstances of the individual case in question.
 - ii. Exhibition or other items brought with one are to be removed immediately upon conclusion of the event. If the lessee fails to do this, Eco Lodges may remove and store them at the expense of the lessee. If the objects remain in the event room, Eco Lodges may charge an appropriate compensation for use for the duration for which they remain there. The guest has the right to prove that the above claim did not arise, or only arose to a lesser extent.

§ 8 Obligations of the Lessee, damages, final cleaning, underwater recovery

- (1) The Lessee undertakes to treat the water villa, including the furniture and other objects within it, with care. He or she must encourage all companions or visitors to also show such care. The Lessee must report to Eco Lodges any damage to the water villa, the furniture or other objects in the water villa that was culpably caused by the customer or any companions or visitors, and must compensate this immediately.
- (2) The Lessee must notify the Lessor immediately of any existing or emerging defects in the water villa. The Lessee is liable for any consequential damage caused by him or her that was not reported in time. The Lessee is obliged to check the inventory in the water villa immediately after his or her arrival and to notify the Lessor of any shortages or damage after arrival. The Lessee must in principle lodge complaints about damage to the Lessor, represented by ELG, within one month of the end of the rental period.

- (3) In the event of defects or damage, the Lessor must be granted a reasonable period of time to remedy the situation. In the event of disruptions to services, the Lessee is obliged to contribute to rectifying the disruption and to keep any damage to a minimum.
- (4) Objects of any kind brought in by the Lessee or any companions and visitors of the Lessee, including exhibit objects for MICE, are brought into the Floating Village at the risk of the lessee. The Lessor assumes no liability for theft, loss, destruction or damage, and also not for financial loss, except in the case of gross negligence or wilful intent on the part of the Lessor. Compensatory damages for a fatal or physical injury or harm to one's health are excluded from this. Also excluded from this exemption from liability are all cases in which safekeeping represents the kind of obligation towards the lessee that is typical for such a contract, due to the circumstances of the individual case in question.
- (5) Decorative material brought in must comply with fire protection requirements. The Lessor is entitled to request official proof of this. If no such evidence is provided, the Lessor is entitled to remove material that has already been brought in at the Lessee's expense.
- (6) Due to the possibility of damage, the Lessor must be consulted before objects are assembled or installed.
- (7) Exhibition or other items brought with one are to be removed immediately upon conclusion of the event/stay. If the Lessee fails to do this, the Lessor may remove and store them at the expense of the Lessee. If the objects remain in the Floating Village, the Lessor may charge appropriate compensation for use for the duration for which use of the water villa is withheld.
- (8) At the end of the rental period, the Lessee must hand over the water villa to the Lessor in a clean and tidy condition and hand over the keys to the Lessor. In addition, the water villa must undergo a final clean. For quality and hygiene reasons, final cleaning must be ordered by the Lessee from ELG and also availed of by the Lessee using ELG. A linen package for 4 people is included as part of the final cleaning package. The Lessee is not allowed to have cleaning done by a third party. Further essential information concerning this can be found in our house rules.

The costs for final cleaning are already included in the final price.

- (9) Regardless of final cleaning, all remaining food leftover by the lessee must be disposed of on the day of departure, and the refrigerator and freezer must be emptied. In addition, the Lessee must dispose of the rubbish from all rubbish bins in the designated disposal stations on the landing stage in accordance with the waste separation concept. All windows must be closed and all electrical appliances, including the gas fireplace (in

houses with a gas fireplace), must be switched off. Everything else must be gleaned from the house rules, to which reference is hereby made, and which is a subject of these General Terms and Conditions of Rental.

- (10) If the Lessee does not comply with these obligations, he or she shall not be entitled to any claims due to non-performance of the contractual services (in particular, no claims for reduction of the rent).
- (11) In the event that objects sink into and are salvaged from the lake, a coordination fee of EUR 100 plus the actual salvage costs (potentially necessary dives down, equipment, etc.) will be charged for underwater salvage for each salvage operation.

§ 9 Massage and beauty treatments

- (1) The massage and beauty treatments offered are exclusively for well-being and relaxation. The massage and beauty treatments offered do not constitute a medical service. No diagnoses are made, and symptoms are not treated. If you suffer from health disorders that require treatment, please consult your doctor, naturopath, therapist or pharmacist beforehand.
- (2) Our applications are carried out exclusively on healthy customers. No treatments will be carried out in the event of illness. If consequential damage occurs despite competent treatment, and this can be attributed to the fact that a customer has concealed reasons for exclusion, ELG and its service providers are released from any and all liability. The same applies to damage that occurs because the customer him or herself was not aware of a reason for exclusion and which was not discernible to ELG and its service providers.
- (3) If agreed appointments are cancelled 3 days or more before the treatment, a 50% cancellation fee will be charged. In the event of cancellations less than three days before a treatment, or in the event of a no-show, all treatments must be paid for in full.
- (4) All "Wellness on the Water" offers are "all-inclusive" services. This means, including VAT, travel there & equipment. All wellness treatments can be booked on request and subject to availability.

§ 10 Yoga classes

- (1) The yoga participant must disclose any existing health impairments or illnesses or an existing pregnancy when registering. In the yoga class, instructions are then given for

the corresponding exercises as to whether the exercise may be carried out at all or only in a modified manner. These instructions are binding for the yoga participant. No treatments will be carried out in the event of illness. The trainer(s) ultimately decide(s) who may participate.

- (2) Participants use the water villas at their own risk. The Lessor is only liable for damage suffered by the participants in the event of gross negligence or wilful misconduct.
- (3) If agreed appointments are cancelled 3 days or more before the yoga class, a 50% cancellation fee will be charged. In the event of cancellations less than three days before a yoga class, or in the event of a no-show, all yoga classes must be paid for in full.
- (4) All "Yoga on the Water" offers are Eco Lodges "all-inclusive services". This means, including VAT, travel there & equipment. The course participant should bring comfortable sports/yoga clothing or thick socks, and, if available, his or her own yoga mat. All yoga offers can be booked on request and subject to availability.

§ 11 SUP rental

- (1) Use of the stand-up paddle boards and accessories is undertaken at one's own risk. The lessee is liable for all damage and loss he or she causes.
- (2) The only people authorized to avail of the offers are those who are not impaired in carrying out the offered services without endangering themselves or others.
- (3) If the user is a minor, a declaration from his or her legal representative is required, stating that the requirements mentioned under (1) and (2) are met by the minor. This declaration is at the very least implied by the legal guardian consenting to the minor registering for use, taking into account the general terms and conditions.
- (4) ELG recommends leaving all valuables (e.g., jewellery, mobile phones, etc.) that are not waterproof in the water villa.
- (5) Stand-up paddleboarding under the influence of mind-altering medication, alcohol or drugs, or in the dark, is prohibited.
- (6) Should a user clearly fail to meet the requirements or endanger him or herself or other people, ELG shall be entitled to exclude them at any time, entirely or partially, from the tour, training session, rental or event.

- (7) Stand-up paddlboarding is water sport that puts the body under physical strain: in case of doubt, you should therefore have a doctor check whether your health is up to the demands of such a tour, training session, rental or event. You are responsible for complying with health regulations.
- (8) You are responsible for all disadvantages resulting from non-compliance with these health regulations. This also applies if these regulations change after a booking is made. If you do not embark on your tour, training session, rental or event, this must be treated as a withdrawal from the service.
- (9) Stand-up paddlboarding is extreme sport that entails more risk: you are responsible for any damage you cause to yourself or to others. A certain residual risk cannot be completely ruled out, even with careful supervision by, for example, a guide. Every user must be aware of this at all times.
- (10) Weather changes, bad weather, rain or severe weather warnings do not justify free termination, dissolution of the contract or a shortening of the duration of use or the event by the customer, unless an additional written agreement has been made between the contractual partners.
- (11) The participant is fully liable for the SUP equipment that is rented, including those rented items that are included in the tour, training or event price. Should it be impossible for the lessee to comply with his obligation for any reason (e.g., damage, loss) to return the rented equipment, including accessories, even if he or she is not responsible for these reasons, and also in cases of force majeure, he or she shall be obliged to pay compensation amounting to the customary costs on the market for the repair or replacement of the items or production of new items.
- (12) Any damage to the rental property must be reported to ELG immediately. The use of any damaged or unsafe item that is rented is not permitted. The Lessee is not authorised to repair the SUP equipment him or herself or have it done by third parties without the prior consent of the Lessor. This right is reserved exclusively for the Lessor or a specialist dealer.
- (13) Upon receipt of a booking confirmation or completed registration via email or on site on the Lessor's premises, a binding contract is created. The registrant is then responsible for all participants listed in the registration across the full scope of contractual obligations. Upon the registrant receiving the booking confirmation, the contract also becomes fully binding for the Lessor.
- (14) The rental, tour, training or event fees become irrevocably due upon registration and the participant providing his or her signature. Upon providing his or her signature, the

lessee undertakes to pay the entire fee, even if he or she withdraw not in due time before or during the tour, training session, rental or event.

- (15) The lessee may withdraw from the tour, training session, rental (not overnight stays!) or event at any time. The withdrawal must be declared in writing. If agreed appointments are cancelled 24 hours or more before use, a 50% cancellation fee will be charged. In the event of cancellation less than 24 hours before use, or in the event of no-show, 100% of all booked and cancelled appointments must be paid.

§ 12 Vouchers

- (1) Vouchers can be purchased from ELG in person, in writing or online. Vouchers are due for payment immediately.
- (2) To redeem a voucher, this must be communicated using the voucher number assigned by the Lessor. The voucher amount can only be offset against the price of the overnight stay, i.e., not against the cost of the final cleaning and not against additional services booked from ELG.
- (3) If services are used when redeeming a voucher that amount to a price higher than the value of the voucher, the difference will be invoiced. If the services used are less than the value of the voucher, the difference will be reimbursed in non-cash form after departure.
- (4) Due to the long validity of the vouchers, no guarantee can be given that individual parts of the offer or prices will be retained. In the event that the owner of a voucher does not like the offer from the Lessor, no refund can be made.
- (5) The vouchers have an expiry date. The statutory limitation period is three (3) years from the date of purchase and cannot be extended. There is no entitlement to compensation for vouchers that have not been redeemed within the validity period. Each voucher can only be used once within the validity period. If the voucher is lost, the Lessor assumes no liability. A voucher is like a cash purchase and cannot be returned or refunded. The period of validity is accepted at the time of purchase and is binding. Refunds are not possible in full or in part.
- (6) The purchase of a voucher is a regular sales contract. The voucher does not represent a booking of the seller's services but is merely a means of payment. As the seller, the Lessor is obliged to provide services corresponding to the value of the voucher at the time of redemption of the voucher. All vouchers can be passed on to third parties.

§ 13 Termination

- (1) If the Lessee is more than 14 days in arrears with the agreed payments, the Lessor, represented by ELG, is entitled to cancel the contract without notice and without further reasons.
- (2) If the contractual relationship is impaired due to unreasonable occurrences in such a way that a continuation of the contractual relationship is unreasonable, the Lessor may withdraw from the contract. Both contracting parties are then released from their contractual obligations. Services already provided must always be paid for.
- (3) The Lessor may withdraw from the contract or terminate the rental contract during the rental period without observing any notice period if the Lessee persistently disrupts the stay, regardless of a warning from the Lessor, or behaves contrary to the contract to such an extent that immediate dissolution of the contract is justified. This does not apply if the behavior in breach of contract is caused by a violation of the Lessor's obligations to provide information. If the Lessor gives notice of termination, the Lessor retains the right to the final price; however, the Lessor must offset the value of the saved expenses as well as those benefits that the Lessor gains from other people using the services not used by the Lessee.
- (4) In the case of events (MICE), the Lessor is entitled to invoice the Lessee for all costs claimed by other parties in the event of termination plus a processing fee of up to EUR 25 per participant. The Lessee retains the right to prove that the damages were less severe.
- (5) The contract may be cancelled by either party if the performance of the contract is significantly impaired as a result of force majeure that could not have been foreseen at the time the contract was concluded.
- (6) The right to termination without notice or extraordinary termination for cause remains unaffected by the above provisions.

§ 14 House rules/Port rules

In addition to these General Terms and Conditions of Rental, the house and port rules also apply to the lessee's stay in the Floating Village. The Lessee is obliged to adhere to the house and port rules.

§ 15 Provision of Internet access

- (1) After arrival, the Lessee will receive an access code for using the Internet for the duration of his or her stay. Internet use is included in the final price.
- (2) It is prohibited for the access data that is received to be used by or disclosed to third parties. The Lessor is not liable for any actual availability in reality or for any reliability for specific purposes. The Lessee assures that he or she will only use the Internet connection within the scope of legal provisions/the laws and not in abuse of the law (e.g., infringing activity such as file sharing of films or music), and also to instruct family members or visitors accordingly.
- (3) Should the Internet connection be used in an unlawful manner (e.g., for infringing activity, such as file sharing of films or music), the Lessor shall be entitled to restrict the Lessee's Internet access in whole or in part at any time. In particular, the Lessor reserves the right to block access to certain pages or services at his or her reasonable discretion at any time.
- (4) The Lessee is only given the possibility of Internet access. Antivirus and firewall are not available. The data traffic produced while using the Internet is not encrypted. Use of the Internet is at the user's own risk. The Lessor assumes no liability for damage to the Lessee's digital media caused by use of the Internet connection. This does not apply to damage caused intentionally or through gross negligence by the Lessor or his or her vicarious agents.
- (5) The Lessee undertakes to comply with applicable law when using the Internet. The Lessee is him or herself responsible for transmitted data as well as for services and legal transactions that are subject to a charge which are availed of using it.
- (6) The Lessee indemnifies the Lessor from all damages and claims of third parties which are based on any use of the Internet by the Lessee that is incompatible with applicable law and/or on a violation of the present agreement. This also extends to the costs and expenses associated with the claim and defence of it. If the Lessee becomes aware, or should have become aware, of any such violation of the law or the threat of one, he must point this circumstance out to the Lessor.

§ 16 Hygiene and protection regulations

- (1) The Lessee is responsible for complying with the universally applicable protection and hygiene regulations during his or her stay.

- (2) The Lessee is obliged to comply with the protection and hygiene regulations specifically stipulated by the Lessor for the Floating Village.

§ 17 Passport, visa and entry requirements

- (1) The Lessee is responsible for compliance with the valid passport, visa, entry and residence regulations. The Lessor is not liable for the non-timely issue or the lack of obtaining of the necessary visas. The Lessee is also responsible for complying with all rules and regulations that are important for completing the trip, as well as any other important stipulations that there may be. Any disadvantages incurred by the Lessee as a result of non-compliance with these regulations shall be borne by the lessee.
- (2) The Lessee must enquire about customs and foreign exchange regulations before commencement of travel.
- (3) Due to the global effects of the COVID-19 pandemic and the risk that international borders are closed on arrival and departure, the Lessee him or herself is responsible for making enquiries in this regard.

§ 18 Limitation of liability

- (1) The liability of the Lessor for the culpable violation of agent duties or for booking errors under § 651x of the German Civil Code (BGB) remains unaffected.
- (2) The Lessor shall not liable for any disruptions for which the Lessor is not responsible (e.g., internet, TV, radio, electricity, water, etc.).
- (3) The entire jetty is a hydraulic, maritime, floating facility in exposed wind and wave conditions on Lake Brombach. Depending on the weather, in extreme weather conditions, for example, in fog, storms, heavy rain or icy conditions, use of the entire facility or parts of it may become restricted, or even completely blocked, and its/their use prohibited. The Lessor is expressly not liable for any loss of use resulting therefrom. In all other respects, the statutory provisions apply.

§ 19 Invalidity clause, written form and other matters

- (1) Should any individual provisions of this contract be either invalid or unenforceable, or become invalid or unenforceable after conclusion of the contract, the validity of the remainder of the contract will remain unaffected. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision whose effects come as close as possible to the commercial objectives the contracting parties had pursued with the invalid or unenforceable provision. The above provisions shall apply mutatis mutandis in the event that the contract proves to contain an omission.
- (2) Any amendments or addenda to this contract must be made in writing. This also applies to any amendment to this form for the written form.
- (3) In addition to these General Terms and Conditions of Rental, the Eco Lodges "General Terms and Conditions for the Brokerage of Travel Services" also apply. These regulate the legal relationship between the lessee and ELG in connection with the brokerage of the water villa.
- (4) The Lessor assumes no liability for photographic errors and printing errors in brochures, flyers, online, etc. The Lessor is not responsible for changes to the information provided about the water villas, as the water villas are subject to natural influences.
- (5) This agreement is subject exclusively to German law; all legal disputes arising from this agreement must be settled according to German law.
- (6) The place of jurisdiction for all legal disputes is Munich, to the extent permitted by law.

ELG General Terms and Conditions of Rental



§ 20 Lessor

The lease under the following berth numbers ("Liegeplatznummer" – "LP"s/floating houses/water villas) is concluded with the following Lessors, each represented by ELG:

	Contracting partner	Address	Tax number
LP01	Schneider Klaus Brombachsee Hausbootvermietung	Frankenstr.16, 91171 Greding	222/269/90325
LP02	Christoph Blenk	Elisabeth-Duda-Hartnigstr. 3, 87437 Kempten	127/205/60206
LP03	Schwimmhausvermietung Bayer Dominik Bayer	Dr. Regelsberger Str. 21, 91710 Gunzenhausen	220/203/30817
LP04	Ferienhausvermietung Hausboot Marina Ramsberg, Eva-Maria Schork	Banatstraße 44, 90480 Nürnberg	240/270/80010
LP05	LL-8 GbR, c/o Josef Schöpfel	Blumenberger Str. 38, 85072 Eichstätt	171/167/50090
LP06	Schneider Klaus Brombachsee Hausbootvermietung	Frankenstr.16, 91171 Greding	222/269/90325
LP07	Hausbootvermietung Zimmermann	Kellerstr.7, 96178 Pommersfelden	207/293/00811
LP08	Sansibar Birgit Förtsch-Höllein and Robert Höllein GbR	Christophorusweg 5, 96049 Bamberg	207/159/61807
LP09	Hans und Karin Niebling GbR	Am Galgenrangen 7, 91522 Ansbach	203/255/10049
LP10	Fa. Rheinboot Dr. Achim Rhein	Altenbergstr. 27, 97340 Marktbreit	227/262/20402
LP11	Matthias Schmidt V+V	Gartenstr. 13, 91741Theilenhofen	220/269/21787
LP12	Rafael und Annette Unterbirker GbR	Immergrünweg 3, 70374 Stuttgart	97395 / 10597
LP13	Labinsky Robert und Heike GbR	Zur Erzleite 36, 90556 Cadolzburg	218/167/00938
LP14	Stella Marina Unternehmergesellschaft	Jüdtstr. 33 a, 91522 Ansbach	203/177/00203
LP15	Katja Schatz	Thüngersheimerstr.10, 90427 Nürnberg	238/266/60651
LP16	Johann Niefnecker	Güttlerweg 22, 91790 Raitenbuch	220/255/20037
LP17	HB VMV GmbH	Kirchenmauerweg 15 91790 Burgsalach	203/118/21564
LP18	ELG Eco Lodges GmbH	Franz-von-Defregger-Str. 25, 85586 Poing	114/125/51550
LP19	Katja Schatz	Thüngersheimerstr.10, 90427 Nürnberg	238/266/60651

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