



Your Furnished Vacation Home

Lease Agreement

between Johann Faymann u Mitbes, ATU68754109

as Landlord, and

Last Name _____ First Name _____

Home Address _____

City + Postal Code _____ Country _____

Home Phone _____ Cell Phone _____

E-Mail _____

Photo ID / Passport # _____ Automobile License Plate # _____

as Tenant.

I. Premises

Furnished Vacation House located at: Kellergasse 34, 7122 Gols, Burgenland, Austria

Layout and Furnishings: 140m² comprising two bedrooms with a total of six beds (plus one baby crib); roomy salon with a wood-burning ceramic tile heater and seating for about 20 people; convertible sofa-bed and large flat-screen cable TV in the salon; fully equipped kitchen; free WiFi; bathroom with shower and three separate toilets; fully air-conditioned; large walled garden with room for a picnic, invisible from the street; covered terrace large enough for about 20 people; brick barbecue grill; parking spot and bicycle storage room; dog house upon request

II. Duration of the Lease

Occupancy from _____ to _____

Other Agreements _____

Total Persons Registered _____ of which Children under 14 _____

Number and Description of Pets _____

Check-in after 3:00 pm / Check-out by 10:00 am, or as agreed. To the extent possible, Landlord will entertain special requests, including as to check-in and check-out times, to be agreed upon in advance in writing. **It is specifically agreed that only registered persons may stay overnight on the Premises. Visits by unregistered persons are permitted for a maximum of two hours per day.**

III. Rent

Price per Day (electricity, water, heating, air-conditioning included) EUR _____

Local Taxes (per §25 of the Tourism Law of 2011: EUR 1.50 per person per day) EUR _____

Cleaning EUR _____

Total EUR _____

Ferienhaus Kellergasse – Monika and Johann Faymann

Kellergasse 34a | 7122 Gols | Burgenland – Austria

Tel. +43 699 114 139 35 | info@ferienhaus-kellergasse.at | www.ferienhaus-kellergasse.at

Down Payment Due upon Signing (20%):

Euro _____

In advance to the account Raiffeisenbank Gols, Österreich , BIC : RLBBAT2E,
IBAN : AT70 3300 0000 0233 8507 of "Monika Faymann"

The residual portion, in cash, to be rendered on the day of departure or as otherwise agreed by Landlord and Tenant.

IV. Damage Deposit

Received: Yes Euro _____ No

The Damage Deposit serves to cover any rent in arrears, as well as the repair of any damage to the Premises or other property of the Lessor caused by the Tenant during the tenancy (including, but not limited to, the cost of legal proceedings, legal representation, and debt collection). The Damage Deposit will be returned to the Tenant immediately upon departure, less any deductions for necessary repairs.

V. Additional Agreements

VI. Miscellaneous

This Lease is based on the *Terms and Conditions* for the hotel industry in 2006 (AGBH 2006), and in particular §5 AGBH 2006, concerning cancellation, unless otherwise agreed to in writing by both parties. A partial copy of the foregoing *Terms and Conditions* is attached hereto and shall be considered as part of this Lease Agreement. By their execution of this Lease Agreement, Landlord and Tenant acknowledge these *Terms and Conditions*. (See also Home Page: Terms and Conditions)

In particular, the Landlord is not liable for short-term disruptions in the water and energy supply, or for problems arising from natural causes or local incidents, nor for technical malfunctions of the Internet access, except in the case of gross negligence or intentional malfeasance by the Landlord.

Agreed, this _____ day of _____, 20____

at _____

Landlord

Tenant

General Terms and Conditions – Abridged

§ 5 Withdrawal from a Lodgings Contract – Cancellation Fee

Cancellation by the Proprietor

- 5.1 If the lodging agreement includes a down payment and said payment was not made on time by the contracting party, the proprietor may rescind the agreement without notice.
- 5.2 If the guest does not arrive until 6:00 pm on the planned arrival day, there is no duty to provide accommodation, unless a later arrival time was agreed upon.
- 5.3 If the contracting party has made a deposit (see 3.3), however, the premises will remain reserved against such deposit until 12:00 noon of the day following the agreed upon arrival day. In the case of a deposit of more than four days, the duty to provide accommodation ends at 6:00 pm on the fourth day, whereby the arrival day will be considered as the first day, unless the guest has advised the proprietor of a later arrival.
- 5.4 The lodging agreement may be dissolved by the Proprietor for justifiable reasons up to 3 months before the arrival of the contracting party, unless the parties have agreed to other arrangements.

Cancellation by the Contracting Party – Cancellation Fees

- 5.5. The lodging agreement may be cancelled unilaterally by the contracting party up to 3 months prior to the agreed upon arrival date by giving notice to the Proprietor.
- 5.6 Other than as set forth in § 5.5 hereof, a unilateral cancellation by the contracting party will be subject to the following cancellation fees:
 - Up to 1 month prior to arrival: 40% of the total agreed price;
 - Up to 1 week prior to arrival: 70% of the total agreed price;
 - Less than 1 week prior to date of arrival 90% of the total package price.

§ 8 Responsibilities of the Contracting party

- 8.1 The contracting party shall, before departure, pay amounts due and owing, plus any extra amounts incurred through use of special services by him and/or accompanying guests, plus the statutory VAT.
- 8.2 The Proprietor is not obliged to accept foreign currencies. If the Proprietor does accept foreign currencies, these are taken in payment by exchange at the current rate. If the Proprietor accepts foreign currencies or credit cards, the contracting party shall bear all related costs, such as inquiries with credit card companies, telegrams, etc.
- 8.3 The contracting party shall be liable to the Proprietor for any damage caused by themselves or any guest of theirs, or any other persons who, with the knowledge or permission of the contracting party, utilize any services of the Proprietor.