

# Terms and Conditions

## FOR PARKING GARAGES (VERSION 2024)

### I. RENTAL AGREEMENT

By entering the parking garage, a rental agreement for a parking space for a vehicle is established between the parking garage operator and the renter under the following conditions.

Neither surveillance nor safekeeping is part of this contract. The parking garage operator assumes no responsibility or special duty of care for the items brought by the renter. The contract ends upon exiting the garage.

### II. TERMS OF USE FOR THE PARKING GARAGE

1. The renter is obliged to exercise the necessary care required in traffic, especially by strictly observing the signs and instructions regulating traffic and parking, as well as safety regulations. Instructions from the parking garage operator or its staff, which concern safety or the house rules, must be followed immediately. Additionally, the regulations of the German Road Traffic Act (StVO) apply accordingly.

Vehicles may only be parked within the marked spaces. The parking garage operator has the right to remove vehicles parked outside these areas, particularly in traffic zones, at the renter's expense.

The operator is also authorized to remove the renter's vehicle from the garage in case of an urgent danger. Renters are advised to lock their vehicles carefully after leaving and not to leave valuables behind.

2. Opening hours are posted in the appropriate areas.

### **III. SAFETY AND ORDER REGULATIONS**

1. Vehicles may only be driven at walking speed within the parking garage.

2. The following are prohibited in the parking garage:

- a) Smoking and the use of fire.
- b) Storing items of any kind (e.g., tires, bicycles, etc.), fuels, flammable objects, or empty fuel containers.
- c) Refueling vehicles.
- d) Running or testing vehicle engines while stationary.
- e) Parking vehicles with leaking tanks or engines.
- f) Bringing in vehicles with liquefied gas tanks or other comparable hazardous substances (as per applicable national regulations).
- g) Remaining in the garage beyond the time needed for parking or retrieving the vehicle.
- h) The presence of unauthorized persons (e.g., skateboarders, graffiti artists, inline skaters).

3. It is forbidden to repair, wash, clean the interior of vehicles, drain coolant, fuel, or oils, leave waste, or cause any kind of pollution in the parking garage.

4. The distribution of advertising material in the parking garage is prohibited. Violations will be prosecuted civilly (e.g., for removal costs) and criminally.

#### **IV. RENTAL PRICE/PARKING DURATION**

1. The rental price is determined by the posted, currently valid fee schedule.

2. The maximum parking duration is four weeks unless a special written agreement is made in individual cases.

3. After the maximum parking duration has expired, the parking garage operator is entitled to remove the vehicle from the garage at the renter's expense, provided that a prior written notification with a two-week deadline has been issued to the renter and/or vehicle owner, and no response was received, or the value of the vehicle clearly does not exceed the due rent. The operator is entitled to fees corresponding to the posted rates until the vehicle is removed.

4. The operator may verify the authorization to collect and use the vehicle. This is usually proven by presenting the passport, but the renter may provide alternative proof.

5. If the renter parks their vehicle improperly (e.g., not in a designated parking space or in a space reserved for regular users) and does not immediately correct the situation, the operator is entitled to have the vehicle towed, in addition to claiming damages or taking further actions as per the parking conditions. A fee will be charged for towing. The renter may demonstrate that no costs were incurred or that they were significantly lower than the flat rate charged.

#### **V. LIABILITY OF THE PARKING GARAGE OPERATOR**

The parking garage operator is only liable for damages that can be proven to have been caused intentionally or by gross negligence by the operator or its agents. This limitation of liability does not apply to the typical performance areas. The renter is obliged to report such damages to the operator in writing without delay. Damages should be reported to the operator's staff before leaving the parking garage. The operator excludes any liability for damages caused by other renters or third parties. This particularly applies to damage, destruction, or theft of the parked vehicle or any items stored in or attached to the vehicle (e.g., car radio, car phone, mobile phone, personal valuables, computer, camera equipment, sports equipment, etc.).

#### **VI. LIABILITY OF THE RENTER**

The renter is liable for damages they, their agents, representatives, or companions cause to the parking garage operator through fault. The renter must report such damages to the operator before leaving the parking garage without being asked. Additionally, the renter is liable for cleaning costs for any contamination of the parking garage under sections 3.3 and 3.4.

## **VII. RIGHT OF LIEN/RIGHT OF RETENTION/DISPOSAL**

1. The parking garage operator has a right of retention and a statutory lien on the renter's parked vehicle for any claims arising from a long-term rental relationship.
2. The parking garage operator is entitled, after unsuccessful notification of the renter/vehicle owner, to sell or auction off vehicles or trailers without a license plate after the maximum parking duration has expired. This also applies if the renter/vehicle owner cannot be located despite reasonable efforts. If the renter/vehicle owner is known to the operator, they will be notified one week before the vehicle is disposed of. The proceeds, minus costs and any outstanding rental fees up to the time of removal, will be made available to the renter/vehicle owner. If the renter/vehicle owner does not claim the proceeds within a year of the sale or auction, the proceeds will go to the operator.
3. Regardless of the rights outlined in sections 7.1 and 7.2, the renter/vehicle owner is liable to the parking garage operator for all costs incurred.