

General terms and conditions for the rental of loungers & storage spaces for boats and surfing equipment at Surfer-Helenesee/Bluewater-Helenesee

Unless otherwise expressly agreed in writing, the following general terms and conditions apply to the rental of winter and summer loungers and storage spaces.

The lease includes the regulation for the summer season (01.05 - 30.09) and the winter season (01.10 - 31.04.)

Services of the landlord in the summer season for berths and storage spaces include the provision of berths or storage spaces and the setting up of the boat on the berth. In the case of winter berths, only the provision of a berth / storage space. The use of any cupboard, storage or parking space is only possible by special arrangement, depending on the occupancy. There is a fixed space per surfboard / sail. The boom must always be dismantled before hanging.

The rental contract does not include any further services, in particular the safekeeping of the boat.

The exact period is agreed in the rental agreement and can only be extended by prior agreement.

The landlord is entitled to terminate the lease without notice for an important reason, in particular if the tenant repeatedly violates the landlord's storage or berth regulations, in the case of repeated serious harassment on the part of the tenant towards the employees; of the landlord and / or other tenants, in the event of repeated or serious violations of the tenant's obligations.

The rental payment for the current day / week / month is due as soon as the boat / material is on the berth / storage space or on the berth assigned by telephone or email. In the case of seasonal rentals, payment is to be made monthly or in full at the beginning.

The tenant has access to the summer lounge and storage space at any time during opening hours. Outside of the opening times it is possible to get a key for a deposit. Access to the winter storage space depends on the couchette or storage space and must be agreed with the landlord. The relatives of the lessee who have a legitimate interest in the boat or material are obliged to identify themselves as such to the landlord and must be specified as such in advance in the rental agreement. Entering the storage or berth is only permitted with the express permission of the landlord.

The overhaul of the boat or other items belonging to the lessee by himself or by third parties on the landlord's premises is only permitted if the landlord has given permission for this. The same applies to the use of the landlord's machines and systems and for drawing electricity and water.

The tenant is not entitled to park or store any other items on the rented area and / or the landlord's premises without the consent of the landlord. In particular, approval is required for the parking of vehicles of all kinds on the premises, the storage of engines, tanks, gas bottles, ammunition, fuel and other inflammable substances, the storage and mooring of other boats belonging to the tenant or third parties not intended for the rental area.

The renter is obliged to fix the standing and running goods, masts, tarpaulins, sails, boards, boom trees, etc. in such a way that damage to the lessor's facilities and other boats and / or material is excluded even in adverse weather conditions.

The tenant is obliged to maintain liability insurance for property and personal injury for the duration of the lease and to prove its existence upon request by the landlord at any time.

The tenant is obliged to notify the landlord immediately and unsolicited of any change in ownership and rights to the property brought in during the lease.

The lessee is obliged to fix the boat / material in the berth / storage area in such a way that damage to the lessor's facilities, including the jetties and other boats / material, is excluded even in adverse weather conditions. The tenant is obliged to keep loose inventory locked up and not to hinder other tenants.

If the tenancy is terminated prematurely due to non-payment by the tenant or due to termination without notice, the tenant bears the additional costs incurred by the landlord including the costs of any transport that becomes necessary.

Claims of the tenant for damage caused by slipping on and / or unslipping and / or during internal delivery and / or removal of the boat / material to or from the storage area and / or when setting up the boat on the storage area, as well as damage The landlord is liable for any damage caused by force majeure or unauthorized acts by third parties during the rental period, as the landlord does not have any liability for damage caused by force majeure or unauthorized acts by third parties during the rental period. Can assume liability for the items brought in. It is recommended to take out comprehensive insurance to cover this risk.

The landlord is not obliged to enforce the stipulated provisions against third parties in favor of the tenant and / or to ensure that these provisions are observed by third parties. However, the landlord is obliged to assign his claims against the third party to the tenant who has been injured by third party violations of this provision.

The tenant grants the landlord a lien on the boat, accessories and inventory for his claims from the tenancy.

Severability clause

The ineffectiveness of a regulation of our general terms and conditions does not affect the validity of the others Provisions.

Should a regulation prove to be ineffective or impracticable, the contracting parties undertake to replace the ineffective regulation with a new one, the legal and economic success of the ineffective or unenforceable regulation to replace the closest possible effective provision.

Date, signature _____

