

Parking Rules

der Yachthotel Chiemsee GmbH („Company“)

I. GScope of Application

- (1) These parking regulations take effect upon entry and apply to the entire traffic area of the company (parking lots, parking spaces, access roads, etc.).
- (2) Only guests of the company and authorized residents, such as visitors, suppliers, etc. (“Users”), are permitted to use the parking facilities.
- (3) The right of use is limited in time to the duration of the contract or the duration of the intended purpose of use.
- (4) The company reserves the right to restrict the right of use, in whole or in part, either temporally or spatially.

II. Rules of Conduct and Safety Instructions

- (1) Unless otherwise specified below, the provisions of the German Road Traffic Regulations (StVO) apply accordingly.
- (2) The user must strictly and immediately comply with the instructions of the company and its agents. If the user violates such instructions or the provisions of these parking regulations, the company is entitled to immediately revoke the user’s right of use and to demand that the user remove their vehicle from the company’s traffic area. If the user does not comply with this demand immediately, the company is entitled to have the vehicle removed and impounded at the user’s expense.
- (3) The entire traffic area of the company is considered a traffic-calmed zone. Vehicles may only be driven at walking speed in this area. Pedestrians and cyclists have the right of way. Special consideration must be given to persons requiring particular protection (children, seniors, people with disabilities, etc.).
- (4) Vehicles that pose a particular hazard may only be driven on the company’s traffic area with the company’s prior consent. If such vehicles are parked there with the company’s consent, the user must take all necessary measures to eliminate any risk to the company, its guests, or other third parties.
- (5) Vehicles may only be parked within the marked areas and only in parking spaces that are not reserved for specific users.
- (6) Der The user must refrain from any action that is likely to disturb or impair hotel operations, the company’s guests, other users, or the environment. In particular, the user must refrain from any action that may pose a hazard (open flames, storage of hazardous gases, liquids, etc., as well as leaving engines running unnecessarily).

III. Liability

- (1) The Company is liable for damages resulting from injury to the life, body, or health of the contracting party that are attributable to an intentional or negligent breach of duty by the Company, a legal representative, or a vicarious agent. For other damages, the Company shall be liable only in cases of willful misconduct or gross negligence, unless a duty is breached that is essential to the proper performance of the contract and on the fulfillment of which the contracting party is justified in relying (“material contractual obligation”). In this case, however, the liability of the Company and/or its legal representatives and/or its vicarious agents is limited in amount to the damages that were foreseeable at the time the contract was concluded and that are typical for this type of contract.
- (2) Unless otherwise agreed in writing, the use of the company’s parking area does not include either the surveillance or safekeeping of the vehicle, nor any special duty of care or responsibility for the items inside it. Any liability for damages resulting from the loss, destruction, or damage to the parked vehicle or movable items from the vehicle is excluded. This also applies to damages caused by other users or third parties who are not agents of the company, unless the company is at fault. In this case, paragraph (1) applies accordingly.
- (3) If the user is a contractual partner of the company or a guest of the company, and the company or one of its agents, at the user’s request, parks or retrieves the vehicle, this is done solely as a courtesy. Paragraphs 1 and 2 apply accordingly to any claims for damages by the user. However, the user must primarily settle any resulting damage to their own property or to third-party property through their automobile insurance.
- (4) The user must immediately report to the company any damage occurring on the parking lot during use. The user must refrain from any action that could impair or nullify the determination of the cause of the damage and the extent of the damage incurred.

- (5) The user must indemnify the company and its agents against all third-party claims for damages caused by the user or the user's motor vehicle on the company's traffic area during the period of use. This does not apply if the company or one of its agents is liable under paragraph (1).

IV. Electric and Hybrid Vehicles

A user who is also a contracting party or a guest of one of the Company's contracting parties may use the Company's charging infrastructure, subject to availability and for a fee.

V. The Company's Right of Retention and Lien

- (1) The Company may assert a right of retention over the user's parked vehicle to secure all claims against the user.
- (2) Unless the Company already holds a statutory lien, the user grants the Company a lien on the user's parked vehicle for all claims arising from or directly threatened by the use of the Company's parking area.
- (3) The Company is entitled to dispose of the user's parked vehicle, including its contents, after giving reasonable notice. Such a notice is not required if the user's whereabouts are unknown. This is presumed to be the case if the user cannot be located or found at the residential address provided or at any address that can reasonably be determined, or if at least three months have elapsed without result since the notice was given.
- (4) The proceeds from the sale shall be paid to the user after deduction of all claims owed to the company. This does not affect the company's right to assert further claims.
- (5) Paragraphs 2 and 3 apply mutatis mutandis if the company holds a statutory lien.