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## **General Rental Conditions on the Berth Contract**

### **§ 1 - Subject of the rental**

It is not possible to use the berth with a boat other than the one indicated in the agreement or transfer the rental agreement to another boat of the berth Tenant. The Berth Tenant undertakes to immediately inform the Landlord of any changes concerning the above mentioned boat.

### **§ 2 - Rental price**

In the rental price referred to in the agreement, the care and additional services concerning the Tenant's yacht are not included. Boat guarding is not provided.

### **§ 3 - Termination**

(1) The Landlord is entitled to terminate the contract if:

- a) the details of the contract and/or these GRC are not complied with despite a warning or if there is a violation of the harbour regulations despite a warning;
- (b) the Landlord is wholly or substantially prevented from renting the berth due to force majeure or as a result of measures taken by the regulatory authorities.

(2) Termination referred to para. 1 may be terminated by the third working day at the end of the month.

(3) The right of the Landlord to terminate the contract remains unaffected. The deadline is 3 months to the end of the year.

(4) If there is a reason for immediate termination of the rental on the Tenant's side, the Tenant is not entitled to a refund of the prepaid and unused rent for the current season.

### **§ 4 - Use of Rental Property**

(1) The berth specified in § 1 para. 1 of Berth Contract is rented for the purpose of mooring the boat mentioned in § 1 para. 2 of Berth Contract. Other uses, especially commercial use of the berth, are prohibited.

(2) The Tenant is neither entitled to sublet the berth nor to assign individual rights from this contract to third parties or grant rights to third parties.

(3) The use of the entire harbour area must be carried out in a manner that does not burden the environment. The Tenant therefore undertakes to comply with the police

regulations, especially the water police regulations. Furthermore, the Tenant undertakes to observe and comply with the port regulations in their respective valid version. The harbour regulations can be viewed at the harbour master and are an integral part of the contract in their respective valid version. The Landlord may change the harbours regulations at any time if necessary.

The Tenant must ensure in particular the fulfillment of the following obligations:

- a) Boats must be secured with sufficient fenders and stable ropes;
- b) Work on boats, whether on water or on land, may only be carried out in such a way that all harmful environmental changes, especially water or soil pollution, are excluded;
- c) Disturbances of any kind towards other port users are to be avoided.

(4) The Tenant is liable for all damages resulting from a breach of contract and/or improper use of the berth by him or persons authorized by him.

(5) The harbour area is open to the public and can therefore be used by anyone. This includes the use by visitors to the port, holidaymakers (holiday apartments), guests of restaurants, coffee houses, etc. This list is not exhaustive. In addition, annual port festivals/other events are part of the normal use of the port and may lead to a limitation of the use of the port in relation to the harbour basin, which is expressly part of the contract.

## **§ 5 - Liability**

(1) The operation of the boat in the harbour area and mooring/docking of the boat at the berth is at the Tenant's own risk. The harbour facility is accessible year-round. Therefore, the Landlord is not liable for damages or loss of the boat due to storms, fire, theft, collisions, sinking in the harbour, high and low tides, driftwood, and the like, unless the Landlord is grossly negligent or acts intentionally in causing the damage. Therefore, the Tenant is advised to obtain insurance for the mentioned cases.

(2) The Tenant is liable for all damages caused by his boat, himself, his family members, or accompanying persons on the harbour premises. The Tenant undertakes to provide evidence of existing boat liability insurance upon conclusion of the contract.

(3) The Landlord's liability for damages resulting from the defect of the rental subject or delay in removing the defect is excluded, if the defect was not caused by the Landlord intentionally or as a result of gross negligence.

(4) The Landlord's liability for breach of other obligations, tort, positive breach of contract or negligence in the conclusion of the contract is limited to gross negligence and wilful action. In the case of slight negligence, the Landlord's liability is also limited to compensation for contractual, foreseeable damages, even in the event of a breach of material contractual obligations. The Landlord is liable to the extent that his fault contributed to the damage in relation to other causes. Any limitations of liability do not apply in the case of loss of life, personal injury or injury to health.

## **§ 6 - Use of Other Facilities and Installations of the Harbour**

(1) The harbour includes a divided slipway system, which can be used free of charge by permanent berth holders (slip fee). The driving on the harbour area is exclusively permitted for the purpose of launching or retrieving boats to and from the slipway. Parking of cars, trailers, etc. in the harbour area is not allowed.

(2) The harbour building is equipped with a modern sanitary facility (toilets, sewage discharge, showers, etc.), which is available for use by harbour users/berth holders. By concluding the berth contract, the Tenant acquires the right to use these facilities.

(3) The parking lot located above the harbour can be used by the Tenant for parking his car. This contract expressly does not establish a right to a parking space.

(4) For the use of the aforementioned facilities, the Tenant must purchase an eCLIQ user key from the Landlord at a purchase price of 50.00 EUR. Upon return/rebuy, the Tenant will be refunded 45.00 EUR.

## **§ 7 - Severability Clause, Components of the Contract**

Should a provision of the berth contract or these terms and conditions be invalid, or should the contract contain a gap, the validity of the remaining provisions shall not be affected thereby. In place of the invalid regulations or to fill the gap, first the statutory regulation shall apply, then a provision shall apply which, to the extent legally possible, comes closest to what the contracting parties intended or would have intended had they considered the point.

Görlitz, 24.01.2024