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BERTH CONTRACT **for the Harbour Görlitz - Berzdorfer Lake** **- Water -**

Between the KommWohnen Dienste GmbH
represented by the Managing Director
Konsulstraße 65, 02826 Görlitz
- hereinafter referred to as "**Landlord**"-

Represented by KommWohnen Service GmbH
Also represented by the Managing Director
Konsulstraße 65, 02826 Görlitz

and

(Name of the Berth Tenant)

(Address of the Berth Tenant)

(please fill in capital letters)

- hereinafter referred to as "**Tenant**" –

both contracting parties also referred to as "**Parties**"
the following is agreed:

§ 1 Subject of Contract

(1) The Landlord rents to the Tenant a water berth place, number, at one of the jetty facilities in the Görlitz harbour. The assignment of the place is done by the Landlord.

(2) The rental of the berth place is exclusively for the following boat:

Manufacturer / Boat type:

Registration number:

Length: m

Width: m

Insurance:

Insurance policy number:

§ 2 Rental Price

(1) The rental price for the berth place (including slip fee) according to the fee regulation is € gross (including VAT €).

The season starts on April 1st and ends on October 31st.

- (2) The rental price is due immediately upon signing the contract and can be paid in cash or by EC card or similar to the Landlord.

§ 3 Rental Period

- (1) The rental agreement is concluded for an indefinite period. The rental or using period of the berth place starts on April 1st of each year and ends on October 31st of the same year.
- (2) The place must be vacated not later as at the last day of the rental period.
- (3) Outside of the rental period, the Tenant has no right to use the boat berth space, that have rented. The Tenant can inquire by the Landlord about a winter storage space.
- (4) The rental agreement continues in the season of the following year if the rental fee is paid by March 1st of the following year in accordance with §2 No. (2). The rental price is determined according to the fee regulation valid for the given season. This can be viewed on the website hafen-goerlitz.eu from January 31st of the current year or can be inquired about at the HafenCafé.

§ 4 Miscellaneous

- (1) Furthermore, the General Rental Conditions for this berth contract apply, as they are displayed in the harbour building or in the associated display case.
- (2) In addition to the General Rental Conditions, the harbour regulations for the Görlitz harbour at the Berzdorfer Lake, which are also laid out in the harbour building or the associated display case, apply. The Tenant must adequately inform themselves about the contents of the harbour regulations.

Görlitz,

Görlitz,

.....
Landlord

.....
Tenant

Consent Declaration for Data Collection

The personal data provided in the contract, especially name, first name, address, which are necessary solely for the purpose of executing the emerging contract, are collected on the basis of legal entitlements. Consent from the concerned individual is required for any use of personal data beyond this scope and for collecting additional information. Such consent is given when you fill in fields marked as voluntary. Data deletion in case of non-conclusion of a contract occurs after 6 months in accordance with the general Equal Treatment Act. Rights of the data subject: Access, rectification, deletion, and blocking, right to withdraw consent. According to Article 15 of the GDPR, you are entitled at any time to request comprehensive information from the KommWohnen corporate group about the data stored about your person. According to Article 17 of the GDPR, you can request the correction, deletion, and blocking of individual personal data from the KommWohnen corporate group at any time. Furthermore, you can make use of your right to withdraw consent at any time without stating reasons and can modify or completely revoke your consent declaration(s) with effect for the future. You can send the revocation either by post, email, or fax to the contractual partner. No costs will be incurred other than the postage costs or transmission costs according to the existing basic tariffs. In this case, communication cannot be continued.

Place, Date

Signature