



GENERAL TERMS AND CONDITIONS

These General Terms and Conditions (hereinafter referred to as "GTC") apply to contracts for the rental of apartments that are exclusively marketed by Elena's Apartment und Betriebs GmbH (in the following "City Stay Vienna" or "Landlord") City Stay Vienna. A tenant is a natural person who rents an apartment and is considered a contracting party ("tenant").

1. Booking/Reservation

The tenant offers via electronic or written booking to City Stay Vienna the conclusion of an apartment booking bindingly. The contract is concluded as soon as City Stay Vienna confirms the booking by e-mail. Before the booking is completed, the tenant will be notified of the terms and conditions (GTC) and asked for confirmation.

2. Rental property ("apartment"), furnishing and rental purpose

- The floor plan of the apartment and the respective floor space can be found on the pictures and the description via the online booking tool or the booking confirmation.
- The rental property is basically fully furnished and equipped for residential purposes as an "apartment" according to the pictures and the description on the online booking tool or the booking confirmation. A detailed description can be found in the equipment list in the apartment. All external surfaces of the house (corridors, facades, other general parts of the house) are not part of the rental object. A cellar compartment is not rented out.
- Any keys that are handed over to the tenant must be returned to the landlord after moving out. A postal key is available upon request for tenancies for a period of at least 60 days.
- The rented apartment shall be used exclusively for second home purposes. The tenant confirms that the apartment does not serve him for the satisfaction of an urgent need for accommodation and he has a proper (main) residence, which he will not give up for the duration of the rental agreement. The listed rental properties are therefore not subject to the Austrian Tenancy Law.
- In accordance with the Austrian Reporting Act, the tenant must always register or deregister himself within three days. The tenant himself is responsible for the registration. For this purpose the tenant will be provided with a guest sheet deposited in the apartment at the beginning of his stay. The tenant has to fill in and sign the guest sheet before using the apartment. Spouses or partners and children can be mentioned in the same guest sheet, they do not have to fill out their own sheet. The guest sheets are kept by City Stay Vienna and are - except for inspections by the authority - not passed on to third parties. Each guest must



ensure that only people mentioned in the guest sheet spend the night in the apartment. At the request of the management, an official photo ID is required.

- **The tenant acknowledges that in the event of a violation of the registration regulations the competent authority may impose a fine of up to 240€ which will be passed on to the tenant in the event of non-compliance with his obligations.**
- The tenant is prohibited to change the rental property in any way. If the booked apartment is not available, City Stay Vienna is entitled to accommodate the tenant as far as reasonable in an equivalent object for the same rent

3. Period of contract

- The tenancy begins with the hand-over of the keys and is concluded for a limited period which shall be agreed individually. However, the maximum duration of stay is limited to 6 months. As the contract is limited, there is no need for termination, it ends automatically on the agreed final date.
- Check-in is possible as of 03:00 pm on the day of arrival (later by appointment). Check-out must be done by 11:00 am on the day of departure. If the apartment is not released on time, the tenant is liable for all resulting costs of both, the landlord and the subsequent tenant. The landlord is also entitled to charge another day.
- Early check-ins and late check-outs are only possible in case of a separate written agreement and payment of an additional fee.
- It is stated that City Stay, as it is not a hotel, has no reception.
- The arrival time, full names and contact details of the tenant (telephone number, email address and address) must be notified to the landlord at least 48 hours before arrival.
- If the tenant continues to use the rental object after end of contract, the tenancy is not considered extended. The landlord is entitled to charge an additional usage fee, which corresponds to the current prices. If therefore a subsequent tenant is not able to move into the apartment in time, the tenant is liable for all resulting costs.

4. Rental fee

- The rental fee agreed according to the individual booking always includes the use of the apartment including all furniture and furnishings, Internet (wifi), cable TV, operating costs, the costs of ordinary energy consumption, such as electricity, hot water, gas and the value added tax.
- In addition, the tenant will be charged separately for the costs of a one-time final cleaning announced in advance at the time of booking. Upon request and for a individually charged fee City Stay Vienna organizes additional cleanings. ,
- If the tenant's consumption of electricity, gas and hot water is above the average consumption, the landlord is entitled to claim a reasonable additional charge.



- The tenancy applies to the number of persons mentioned in the reservation confirmation. Additional persons may use the apartment only after prior agreement with the landlord and a surcharge agreed individually with the landlord.
- The statutory local tax of 3.2% of the accommodation charge is not included in the rent and will be charged separately to the tenant.

5. Terms of payment

Tenancies of 60 days or less than 60 days are subject to the following payment terms:

- The entire rental fee (including sales tax, operating and ancillary costs and final cleaning) is due upon conclusion of the tenancy and will be debited from the credit card given by the tenant (Visa or Mastercard). Alternatively the rent can be transferred by bank transfer to the account Elena's Apartments GmbH, Raiffeisenbank Wels, IBAN AT11 3468 0000 0057 6439 | BIC RZOOAT2L680.

Tenancies of more than 60 days are subject to the following payment terms:

- The first monthly rent (including sales tax, operating and ancillary costs and final cleaning) is due before the conclusion of the rental agreement and shall be paid into the account specified in the reservation confirmation. Thereafter, the rent for each billing period is due on the first calendar day of the respective billing period, whereby the punctuality of the payment is determined by the date of receipt in the landlord's account.
- The billing period starts on the calendar day on which the tenancy began and each billing period is one month long. In case of late payment the default interest in the amount of 4% is agreed.
- Since the agreed rental fee also includes the operating and ancillary costs (see point 3 such as hot water, energy, internet, etc.), the functionality of individual utility services (e.g. hot water, internet) can not be guaranteed in case of payment delays by the tenant.
- The Tenant bears all bank charges, transaction fees or exchange rate fluctuations. The landlord is not obliged to accept foreign currencies.

6. Subleasing

The Sublease or any transfer of the apartment by the tenant to third parties is inadmissible, irrelevant whether it is transferred in return for payment or free of charge.

7. Deposit and defects

- The deposit agreed in the individual booking is due upon conclusion of the contract. The deposit will be debited from the credit card along with the payment of the rent or must be transferred by the tenant prior to check-in by bank transfer to Elena's Apartments Betriebs GmbH, Raiffeisenbank Wels, IBAN AT11 3468 0000 0057 6439 | BIC RZOOAT2L680. No payment of interest regarding the deposit will be claimed.



- The deposit serves to cover costs resulting from any damages caused by the tenant at the apartment and to repay any rent arrears. The deposit will be returned within 8 calendar days without interest after the proper hand-over of the apartment and if there are no further claims of the landlord.
- In case of paying the deposit via bank transfer, the deposit will only be remitted by bank transfer to the account indicated by the tenant. In case of credit card payment it will be remitted on the indicated credit card. A cash payment is not possible. All transaction fees and exchange rate fluctuations are borne by the tenant.
- If the tenant does not fulfil his obligations from the tenancy, the landlord has the right to withhold the sum required to cover his claims from the deposit. The tenant will be informed in writing about the costs incurred, but does not have to approve them.
- The tenant is obligated to inspect the apartment for defects and incompleteness and has to inform the landlord about all deviations in writing and with pictorial material (if possible) within 24 hours after moving into the apartment at the beginning of stay. In case the tenant does not report the defects, it is assumed that he caused the damage himself.

8. Cancellation before start of contract

- The cancellation of the rental agreement must be made in writing and is only possible for tenancies exceeding a period of 60 days. For such tenancies the following cancellation fees apply in the event of cancellation by the tenant:
 - In case of cancellation 30 days before start of contract is free of charge. If the tenant cancels at a later date, the following cancellation conditions apply:
 - In case of cancellation 14 days before start of contract 40% of the rent will be charged, max. in the amount of the first month's rent.
 - In case of cancellation 7 days before start of contract 60% of the rent will be charged, max. in the amount of the first month's rent.
 - In case of cancellation less than 6 days before start of contract 80% of the rent will be charged, max. in the amount of the first month's rent.
 - For "No Show" the entire weekly or monthly rental price (one month's rent) will be charged.
- The tenant is advised to conclude a private cancellation insurance, which includes the consequences of any premature termination of the contract requested by the tenant..



9. Early termination of the contract by the tenant

The tenancy ends automatically without the need for termination at the end of the contract period agreed in accordance with point 4.

- In case of a contract period of less than 60 days, a premature cancellation by the tenant is inadmissible.
 - In case of a contract period of more than 60 days, the tenant is entitled to terminate the contract prematurely in writing to the landlord, giving 30 days' notice to the calendar day of the last day of the respective billing period.
 - If the agreed rental price for the apartment deviates from the current monthly price according to the website, the difference for the actually consumed nights must be paid by the tenant.
- If the contract period exceeds 60 days, the tenant can already announce at the conclusion of the contract, if he wishes at most an extension of the rental period beyond the agreed contract duration. In this case, an availability check will be made and, if possible, a renewal option granted. To exercise this option, the tenant has to notify the landlord in writing at least 30 days before the end of the contract whether he wishes to make use of it or not. After this period, an extension can only be made if the apartment is available. Renewal options or extension may be granted only twice for a maximum of 60 days each per tenant.

10. Early termination of the contract by the landlord

- The landlord is entitled to terminate the tenancy with immediate effect in case of an important reason, especially if the tenant:
- uses the apartment in a substantial disadvantageous way or, through inconsiderate, indecent or otherwise grossly indecent conduct, affects the cohabitation of the other occupants negatively, or is guilty of being punishable by offense against property, morality or physical safety;
 - uses the rental object for a purpose other than the contractually agreed purpose;
 - makes unauthorized structural changes;
 - if, despite a one-time reminder and a grace period of 7 days, the tenant does not meet his rental obligation according to point 3.
- The tenancy ends at the latest with the completion of the main tenancy agreement between the landlord and the property owner. Therefore, any termination of the main rental agreement (for any reason whatsoever) is expressly agreed as an important reason for the landlord to terminate the present lease with the tenant, without the observance of deadlines and dates, with effect from the termination date of the main rental contract.
- If the tenant does not arrive by midnight on the day of arrival, City Stay Vienna withdraws from the rental agreement and the apartment will be released for any other rentals. The payment will not be refunded (see point 8. early termination of the contract by the tenant)



11. Insurance

City Stay Vienna expressly states that there is no insurance for the personal belongings, valuables or cash brought in by the tenant and no liability of City Stay Vienna is assumed. The tenant is advised to conclude an appropriate insurance covering such damages.

12. Night rest, smoking, parties and pets

- Between 10:00 pm and 6:00 am the so-called night rest is to be observed. All activities in the apartment are to be reduced to room volume.
- Smoking, the use of candles and the handling of open fire is prohibited in the house and in the apartment.
- The apartment has a strict no party policy and the permissible number of users of the apartment shall not be exceeded.
- In case of smoking in the apartment an additional cleaning fee of at least 650 € will be charged.
- In the event of a firefighting incident caused by the tenant, is he obliged to pay the costs.
- The final cleaning of the apartment covers the cleaning of the entire apartment after the check-out of the tenant. If the apartment is unusually dirty or shows unusual signs of use, the tenant has to cover the additional cleaning costs required for the restoration. Keeping pets or other animals in the apartment is not allowed.

13. Lost property

- Left behind objects of the tenant will be stored by the landlord 14 days after the check-out and then disposed.

14. Key and/or key code

- If the tenant loses his keys, he is obligated to inform the landlord immediately and to pay a fee of 150€. In case that the key service is necessary, the costs must be covered by the tenant.
- If the apartment has a key code, the tenant is obligated to keep this code as well as the code for the front door secret and not to pass it on to third parties.

15. Use of the apartment

- The tenant has taken over the apartment in good, usable conditions. The tenant is obligated to treat the apartment and its furnishing in accordance with the rental agreement. He is liable for all damages occurring from improper handling of the apartment and is responsible for any damage resulting from an excessive or disadvantageous use of the apartment. This also applies to damages and impairments by third parties, who reside in the apartment with the consent of the tenant. The tenant shall treat the apartment and its facilities, in particular electricity, gas, water, heating and sanitary facilities in a way that does not affect the landlord or other residents of the house negatively and in a way that long-term use is granted. The



garbage must be emptied into the designated containers properly and regularly and separated accordingly. The disposal of substances that are not household waste according to their quantity and/or type must be arranged by the tenant at his own expense.

- The placement and storage of any kind of vehicle, such as driving and motoring vehicles, cars, strollers, etc. outside the apartment in the general parts of the house (such as in the staircase) is prohibited.
- If the rectification of serious damages of the house is necessary, the tenant is obliged to notify the landlord without delay.
- The tenant is obligated to notify the landlord in case of a defect or damage of the apartment. Costs for the repair of damage caused by the tenant must be borne by the tenant.
- The tenant is obligated to close the apartment when leaving it (doors, windows, etc.). No liability is accepted for the objects and valuables brought in by the tenant. The landlord is not liable for any damage caused by moisture, theft, loss of property or injury and illness of the tenant.
- Structural changes in the apartment done by the tenant, in particular conversions and installations, are expressly prohibited.
- For safety reasons the tenant must always keep marked escape routes and fire doors free and ensure that they are accessible without hindrance.

16. Entering the apartment by the landlord

- The landlord or his agent are allowed to inspect the rental property after timely notice at an appropriate time of day (e.g. quality control, for visits with prospective tenants or to determine the condition of the apartment or for preparations and implementation of structural measures, improvement work and maintenance, repair work).
- In case of imminent danger, the landlord or a person commissioned by him may enter the rented property immediately at any time. The landlord is entitled to carry out this inspection if necessary up to once a week

17. Form bids, jurisdiction and applicable law

- Any written or verbal agreements made prior to the conclusion of this contract lose their validity upon conclusion of the contract, if they conflict with the rental agreement. A modification of this contract can only be done by mutual agreement of both parties. It is recommended to obtain written consent from the landlord.
- The tenant acknowledges that, in addition to the landlord and his authorized representative, only their executive employees are entitled to grant the tenant additional rights and obligations.
- For all disputes arising out of this contract or in connection with this contract, the Vienna District Court Innere Stadt is exclusively responsible.
This contract is subject to Austrian law, excluding the conflict of law rules of private international law. and the UN Sales Convention.



18. Attachments

The equipment list in the apartment is an integral part of the rental agreement..

19. Miscellaneous

The apartment is exclusively marketed by City Stay Vienna.