

# Accommodation contract/ guest admission

Accommodation contracts are not usually concluded in writing. If you have already booked and occupied a hotel room, you will probably not have signed a contract for it. This is very unusual. Instead, accommodation establishments use general terms and conditions (ABGs), which set out everything that is important. You can find more information at [www.monteurzimmer.de](http://www.monteurzimmer.de). If you would still like to conclude a written accommodation contract with your guests, you will find the most important information that your contract should at least contain here. Use them to draft your own accommodation contract. Of course, you can adapt the template to your own ideas at any time and, for example, add a regulation on arrival and departure or even about smoking or pets.

## **Instructions for completion:**

to I.

In the terms of payment, be sure to indicate which instalments are to be paid on which dates and in which way.

to II.

It is customary to agree on staggered cancellation fees. However, it is up to you how you want to handle this and to what extent you want to accommodate the guest.

No matter what you ultimately decide, it should be fundamentally recorded in writing and communicated to your guest.

Example:

- up to ..... days before the start of the rental period: 10% of the rental price
- up to ..... days before the start of the rental period: 30% of the rental price
- up to ..... days before the start of the rental period: 60% of the rental price
- up to ..... days before the start of the rental period: 90% of the rental price
- otherwise 100% of the rental price

# Accommodation contract/ guest admission

The following agreement is made between the following parties, who are hereinafter referred to as the Landlord/ Landlady and the Guest:

..... <b>Landlord / Landlady</b> (First and last name)	..... <b>Guest</b> (First and last name)
.....	.....
..... Address	..... Address

## I. Terms of payment

Both contracting parties are obliged to fulfil the contract. The booked accommodation shall be made available for the agreed period. The guest shall pay the accommodation price for this as follows:

- ☐ in cash
- ☐ to the specified accountdas angegebene Konto

**Account holder:** .....  
**Account number:** .....  
**IBAN:** .....  
**BIC:** .....  
**Bank Name:** .....

The deposit of ..... € must be paid before moving in. This can also be done by bank transfer or can be paid in cash on site.

## II. Rescission of the contract

The guest may not unilaterally withdraw from a binding booking free of charge. However, cases of "force major" (e.g. natural disasters) are an exception. If the guest nevertheless withdraws from the contract, he/she is obliged to

- to pay the agreed or customary price, irrespective of the time and reason for the withdrawal.
- to pay the following cancellation fees: ..... €

### III. Obligation of the lessor

The owner of the accommodation must pay compensation to the guest in the event of non-provision of the booked accommodation for which he is responsible (e.g. due to overbooking). Only in cases of force majeure, such as natural disasters, shall the proprietor be released from performance.

### IV. Obligation of the tenants

The tenants undertake to return the rented premises in the condition in which they were found. At the end of the rental period, all keys and other items handed over and made available must be returned to the accommodation operators.

### V. Further regulations

Please respect that unregistered and therefore foreign overnight guests are not allowed in our accommodation. Should you wish to receive an overnight visitor during your stay with us, we would like to ask you to register this person in advance.

Other points that can be dealt with under point V:

- Rest periods
- Regulation with smoking and possible sanctions in case of violation of the smoking ban
- Everything to do with keeping animals
- Consequences of contravening the stipulated regulations
- Liability and duty of supervision

.....  
Place, Date

.....  
Place, Date

.....  
Signature landlord/landlady

.....  
Signature guest

This sample contract is purely an exemplary aid for free use. We recommend that you use it as a guide for drafting your own contract, but this should take into account the particularities of your specific situation. In any case, the contents must be carefully thought through and reviewed. The sample cannot replace legal advice. We accept no liability for the use of the contract, its accuracy and completeness. Any resulting claims for damages against monteurzimmer.de - of whatever kind - are excluded..