

TOS (Terms of Service) for hosts

Terms for the information and reservation system www.urbanbnb.de

The following provisions serve to regulate the mutual relations between the accommodation provider (here called hosts) and urbanbnb.

1. Subject of the contract , position of urbanbnb , contract principle

1. Urbanbnb operates the electronic information and reservation system www.urbanbnb.de be provided with the lodging of private hosts, inns and hotels.

(2) This agreement covers the use of mediation services provided by the host to the terms of the contract. The host is known that urbanbnb is exclusively brokered under the contract and contracts relating to the transactions and services offered by the host which exists solely between it and the respective host. The host has to say directly only to the guest is entitled to contract.

(3) The data necessary for the mediation are raised by object detection on the side www.urbanbnb.de. The object texts are created for this purpose there himself from the host and stored in the system. These are part of this contract. The information in the object detection and object texts are warranted characteristics and justify its own independent contractual obligation to the host against urbanbnb. They are at every change of host voluntarily and promptly update (for example, after renovations, etc.)

2. Term, Termination for Convenience , Extraordinary Termination

The contract comes from application of the host on the side www.urbanbnb.de in force and will be concluded for an indefinite time.

(1) It can be terminated by either party by way of ordinary termination with a notice period of 1 month.

(2) The right to extraordinary termination for cause remains unaffected for both sides . Operating changes, ownership or tenant changes do not entitle the host to extraordinary termination.

Urbanbnb may terminate the contract without notice if the host is contrary to an extent contrary to the provisions of this contract , which

makes unreasonable , taking into account the interests of urbanbnb and the guests, further cooperation. Reasons may be in particular:

- 1. Application to open or commence insolvency proceedings***
 - 2. performance deficiencies***
 - 3. other significant breaches of contract, for example, sustainable complaints by guests who , despite a reminder not eliminate, false information in object detection , repeated violations of Paragraph 1 , para. 3***
 - 4.Actions or omission by the host that are objectively capable of damaging the reputation and interests of urbanbnb.***
- (4) Any termination must be in writing.***

3. Commitment to the host

(1) The host provides urbanbnb bookable and transmittable accommodations (rooms / apartments / cottages / bed and breakfast room / guest house / other services) available.

(2) Urbanbnb is entitled to examine or to visit accommodation all services.

(3) In his guest the host can access any time, provided this accommodation no reservation is made by urbanbnb. A self-assignment must be notified immediately urbanbnb. The host undertakes this that provided by urbanbnb available

Login to use host, there to manage his availability calendar itself.

(4) The host undertakes to require overnight rates that www.urbanbnb.de with the website and the underside published for its accommodation prices are identical.

(5) the arrangements should in guest, with a legally binding contract has been concluded through the mediation of urbanbnb, not arriving without notice apply in point. 4

(6) Changes are changes of guest names, arrival or departure dates and complete cancellation to the landlord by urbanbnb because a guest is booked in another of urbanbnb mediated object. The host undertakes towards the host to raise any transfer charges. Urbanbnb owes the hosts themselves under any circumstances a rebooking fee.

4 . Cancellation , termination , cancellation or non-appearance of the guest

(1) In case of withdrawal of the guest of the Accommodation Agreement under the statutory provisions remains (537 BGB) the host's claim insist on payment of the full agreed price of the vacation.

(2) The hosts, however, has to let redeploying the property to which he needs to make in the context of ordinary business operations and credit for expenses saved.

(3) The host undertakes the expenses saved to put so if cancellation of booked on the system of ND accommodation that the guest in the event of his resignation following costs will be charged: 21 to 8 days before arrival 30 percent of the agreed room rate. 7 to arrival and no-show, 80 percent of the agreed rent.

(4) Resignations or non-appearance of the guest should be addressed by the guest solely on urbanbnb. If such be received by the host, this has urbanbnb immediately inform.

(5) Urbanbnb and hosts are mutually obligation not to recognize a the guest, citing the provisions of §§ 312b, d BGB on distance contracts claims made right of revocation of an accommodation contract and, where appropriate, having regard to the legal situation, the guest in accordance with the provisions of this Agreement with burdening cancellation.

5. Booking process

(1) Urbanbnb appears to the host as a legal representative of the host. Urbanbnb may terminate the contract with the guest in writing, orally, close by fax or through the electronic system. Urbanbnb is against the host to comply with certain procedural requirements under the mediation under no obligation, in particular not for writing.

(2) The host is known that the contract with the host in the various forms of distribution problems of detection of a legally valid contract, for example, in electronic declarations with the authenticity (assignment of a legal declaration to a particular person), with written settlement of the access detection (for example, the booking confirmation), by telephone bookings of detecting binding legal declaration, may emerge. The Parties agree that urbanbnb liable in these cases for resulting losses to the host only if intent or gross negligence in connection with the booking process.

(3) The host is known that the accommodation contract between him and the guest with the booking confirmation to the guest without his prior notification or approval comes.

(4) Urbanbnb inform the host about bookings made promptly, in writing, by fax or mail. For last minute bookings the contract is necessary, communicated by phone. This regulation also applies to all other communications, in particular to changes and cancellations.

6. Service fee

(1) Urbanbnb replaced by the host for each mediated booking the agreed service fee from room rate or the monthly fee. The service fee is only charged on the room rate, as is payable by guest to the host. From additional services such as internet, parking etc. No service fee is charged.

(2) The service fee shall also be paid if the guest withdraws from the contract or does not arrive. It is calculated in this case, but only on the amount due to the host according to agreed terms and conditions, or the law against the guest. The host is opposite urbanbnb obliged to provide the Guest cancellation in accordance with the accommodation contract, or the legal regulations into account. If he does not, the service fee shall become invalid only if the non-application of cancellation by the host on objectively justified, substantial reasons (for example, mandatory grounds for goodwill) is based.

(3) If the contract (in particular due to overbooking) not carried out with the guest for reasons that lie in the sphere of risk to the host, this will not affect the service charge claim of urbanbnb.

(4) The host receives a monthly statement of the matured service fees. These are then collected by direct debit from urbanbnb. Corresponding form for debit authorization keeps the host of urbanbnb or are the hosts directly into his host login.

7. Liability , obligation to inform the host , insurance

(1) Urbanbnb liable to the hosts party for gross negligence and willful violation of your agent's obligations. Any further liability is excluded. Liability is limited to the amount of the price of the arranged accommodation capacity. Any other provisions on the liability of urbanbnb in this Agreement shall remain unaffected.

(2) The host provides urbanbnb free of any claims which are to provide the guest this in connection with the mediation process, in particular warranty claims in connection with the placement, compensation claims due to property damage or personal injury score, claims due to overbooking or other non-implementation of the contract. This does not apply if the claim of the guest based on an intentional or grossly negligent breach of obligations of intermediaries urbanbnb.

(3) The host is liable - regardless of any liability towards the guest - for performance deficiencies compared to urbanbnb. Such a lack of power exists in particular if specified by the host devices and / or services provided are not or are not located during the contract period in condition for safe operation.

(4) The above provisions the statutory warranty and liability of the host to the guest remains unaffected.

(5) Urbanbnb will inform the host when are directly applicable as a result of performance warranty claims by the guest to her.

(6) The host is obliged to put urbanbnb of any circumstances having regard which provide the performance of the contract in any way in question or may affect, in particular own works or those of third place, government action, execution or -Verwaltungsmaßnahmen, security issues, complaints or imposed by the authorities, other defects of the property or its facilities.

(7) Urbanbnb recommends the hosts to complete at his own expense a personal and property damage insurance, which covering all risks of accommodation and services for the guest.

8. Change of the ownership

(1) Finding an ownership or tenant change instead , the host has urbanbnb this change immediately in writing.

(2) If owners or tenants change the former owner or tenant has contractually ensure that the new owner or tenant all rights and obligations under this agreement accepts or cancels the contract in compliance with the agreed period of notice . Otherwise, the owner or tenant, with the mediation agreement has been adhered.

(3) The previous owner / tenant is liable urbanbnb towards the fulfillment

of obligations under existing bookings . He urbanbnb opposite her indemnify any claims for damages of guests for non- performance of the booked services.

9. Writing , ineffectiveness of provisions

(1) Any changes or side agreements of this contract will not take effect until they have been confirmed in writing on both sides . This also applies to this written form requirement.

(2) If any provision of this contract be or become invalid , the validity of the remaining provisions or the contract as a whole is not affected . Should this agreement be invalid in individual parts or contain gaps , then the Parties undertake to put in place of the missing or invalid provision a valid provision that corresponds to the other terms of the contract.

10. Data protection

All information in this contract and in the record sheet must be treated by both parties as strictly confidential and in accordance with the data protection regulations.

11. Applicable Law and Jurisdiction

The contract , including its attachments is subject to German law. The exclusive venue for any disputes between the Parties shall , to the extent permissible, the seat of the accommodation .

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