



# PLAYMOBIL FUNPARK

## CAR PARKING REGULATIONS

### 1. CONTENT OF THE CONTRACT

- 1.1. The operator of the Playmobil FunPark, geobra Brandstätter Stiftung & Co. KG, Brandstätterstraße 2-10, 90513 Zirndorf - hereinafter referred to as PLAYMOBIL - provides the renter with a parking space for his motor vehicle (motor vehicle) in accordance with the following regulations. For the use of the multistorey car park/parking lot (hereinafter called: "Parking Facility"), the provisions of the German Road Traffic Regulations (StVO), as amended from time to time, apply. In addition and subject to the provisions of the StVO, the following Car Parking Regulations apply.
- 1.2. The contract does not cover the guarding, safekeeping or monitoring of the vehicle or the provision of insurance cover. The use of the Parking Facility is at your own risk.

### 2. SCOPE OF SERVICES

- 2.1. Upon acceptance of the parking ticket and entry into the Parking Facility, a rental agreement is concluded. The tenant is entitled to park a motor vehicle in a free parking space. A permanently assigned parking space is not allocated.
- 2.2. The parking space is considered to have been properly handed over to the tenant if the tenant does not immediately inform PLAYMOBIL of any complaints.

### 3. DUTIES AND LIABILITY OF THE TENANT

- 3.1. The tenant undertakes to use only the parking spaces marked for motor vehicles. Handicapped or family parking spaces are to be kept free accordingly for these user groups. Claims of any kind are not established by the provision of these parking spaces.
- 3.2. The tenant must park his car exactly on the marked parking space in such a way that the neighbouring parking space can be used without problems and it is possible to easily get in and out of the neighbouring parking spaces. If the renter parks his vehicle contrary to the aforementioned regulations, PLAYMOBIL is entitled to move or tow away the vehicle at the expense of the renter.
- 3.3. The rental price is calculated for each occupied parking space according to the posted price list.
- 3.4. The vehicle can only be collected during the announced opening hours. The maximum parking period is 4 weeks, unless a special written agreement has been made. After expiration of the maximum parking period, PLAYMOBIL is entitled to remove the vehicle at the expense of the renter. Beyond that, PLAYMOBIL is entitled to a fee according to the rental price list until the vehicle is removed. Prior to this, PLAYMOBIL requests the tenant or - if the tenant is not known to PLAYMOBIL - the owner of the vehicle in writing, under threat of eviction, to remove the vehicle. This request does not apply if PLAYMOBIL cannot determine the owner with reasonable effort, e.g. via information from the vehicle registration office.
- 3.5. In case of loss of the parking ticket or the exit ticket, the maximum rental price according to the posted price list has to be paid, unless the renter proves a shorter or PLAYMOBIL proves a longer parking period.
- 3.6. The tenant is liable for all damages caused by himself, his employees or his representatives to PLAYMOBIL or third parties. In this respect, he is also liable for culpably caused soiling of the Parking Facility due to behaviour that goes beyond the common use of the Parking Facility. In the Parking Facility is prohibited in particular:
  - smoking and the use of fire,
  - the dumping of garbage,



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- the unnecessary running and testing of engines,
- the adjustment of motor vehicles with leaking tank or carburettor,
- other noise of any kind,
- staying in the Parking Facility or in the parked vehicle beyond the time of the pure parking and collection process, for loading and unloading (max. 10 min.) as well as for purposes other than parking,
- the parking and storage of objects outside the vehicle
- entering the access and exit routes,
- the performance of any work on motor vehicles, in particular repairs on the parking space, access and exit routes, washing or cleaning the motor vehicle, draining or filling coolant, fuels and oils,
- the use of inline skates, skateboards, kick scooters, roller skates and other equipment.

3.7. Only walking speed is allowed in the Parking Facility. The attached traffic signs and information signs are to be considered.

#### 4. RIGHTS OF PLAYMOBIL

- 4.1. PLAYMOBIL is entitled to move vehicles temporarily or permanently to other locations if this is necessary for operational reasons.
- 4.2. PLAYMOBIL is entitled to a right of retention and a legal lien on the vehicle of the renter because of its claims from the rental contract. If the tenant is in default with the settlement of PLAYMOBIL's claims, PLAYMOBIL can realize the pledge at the earliest two weeks after its warning.
- 4.3. The staff of the PLAYMOBIL FunPark exercises the domiciliary rights towards the tenants. The instructions of the PLAYMOBIL FunPark staff must be followed. The PLAYMOBIL FunPark staff is entitled to exclude tenants and other persons who endanger order and safety, disturb other tenants or violate the General Terms and Conditions from further use of the Parking Facility and to ban them from the premises. Failure to comply with the request to leave the Parking Facility shall render the Lessee liable to prosecution for trespass. In this case PLAYMOBIL reserves the right to take further legal steps as well as to file a criminal complaint in connection with the issuance of a house ban.

#### 5. LIABILITY OF PLAYMOBIL

- 5.1. PLAYMOBIL shall only be liable for damages caused by PLAYMOBIL, its employees or vicarious agents intentionally or through gross negligence, in the case of fraudulent concealment of defects, acceptance of quality guarantees and for damages resulting from injury to life, body or health. In particular, PLAYMOBIL shall not be liable for any damage caused by the hirer's own conduct or the conduct of third parties.
- 5.2. The renter is obliged to inform the PLAYMOBIL FunPark staff immediately of any obvious damage to his vehicle before leaving the Parking Facility. If the renter asserts claims for damages against PLAYMOBIL, he has to prove that PLAYMOBIL has culpably violated its contractual obligations.

#### 6. GENERAL PROVISIONS

- 6.1. PLAYMOBIL does not accept any general terms and conditions of the tenant that contradict or deviate from these Car Parking Regulations, unless PLAYMOBIL expressly agrees to them in writing. These Car Parking Regulations shall also apply if PLAYMOBIL makes the rental object available in the knowledge of terms and conditions of the hirer which are contrary to or deviate from these terms and conditions.



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- 6.2. The contractual relationship and all legal issues arising therefrom shall be governed exclusively by the laws of the Federal Republic of Germany. The place of jurisdiction for all legal disputes arising from this contract is Fürth.
- 6.3. Should any part of the provisions of this contract be invalid, the remainder of the contract shall remain valid. Changes or additions to this contract must be made in writing. This also applies to the cancellation and/or amendment of the written form requirement itself.

### **7. GENERAL SAFETY REGULATIONS**

- 7.1.1. The instructions of the staff must always be followed. Entering designated areas, such as supply areas, is not permitted. Likewise, posted signs and notices must be observed.

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