
AGENCY'S BASIC RENTAL CONDITIONS AND INSTRUCTIONS

§1 Subject and Extent of Contract

The following basic conditions apply to the intermediary services of "IS-DE" in procuring accommodation, establishing the legal status with the "customer". "IS-DE" acts solely as an intermediary between the customer and the lessor in accordance with the latter's instructions, invoicing the customer. "IS-DE" receives a commission from the customer for services rendered after the contract has been signed.

The services of "IS-DE" comprise of negotiating with customers, administration of the rental fee until payment, handling the rental via telephone and e-mail prior and during the rental period as well as settling the accounts of the rental fee with the lessor. The rental period and number of guests will be confirmed by "IS-DE" and the lessor. In case special arrangements or restrictions for the chosen services are valid, the lessor will be notified separately.

The terms/conditions of contract between the customer and "IS-DE" are as follows:

§2 Extent of Contract

The rental object, the rental fee, the rental period, the number of guests and other services will be offered and notified to the customer by mail/fax, which in return will be signed and confirmed by the customer via fax or letter. In this way the contract is legally valid. The confirmation of order and invoice will be sent to the customer by mail or scanned e-mail. Finally the rental fee will be transferred to the IS-DE's account and held in trust until payment to the lessor. The rental commission is thus merited and will be retained by "IS-DE".

§3 Conditions of Payment

The customer is obligated to make a downpayment of 20% of the total fee after placing the order. The rest is to be paid 10 days prior to the rental period. The entire sum is to be paid if the contract is signed 14 days prior to the rental period.

§3 Liability, handover of the property and keys

"IS-DE" acts solely as an intermediary between the customer and lessor. "IS-DE" is held responsible for providing the rental object or replacement thereof in case of need and for the payment of the rental fee.

"IS-DE" is not to be held responsible for services rendered by the lessor.

There is no further responsibility towards the lessor by the customer.

"IS-DE" recommends to hand over the rented property in an orderly condition (see handover protocol, prepared for signature at the lessor's). Should damages be present or appear later on, these should be reported to the lessor at once. The lessor cannot be held responsible for faults or damages reported after departure.

The customer confirms in the form "handover of the object" to have taken out a liability insurance. The lessor has the right to demand advance payment of the estimated cost for damages caused by the client.

In the case of damage the customer is obligated to transfer to the lessor those insurance claims resulting from damage during the rental period, when the damage is to be settled by the lessor. Any payments received in settlement from the insurers will therefore be due and transferred to the lessor.

"IS-DE" cannot be held responsible for any damage occurring to the property or persons therein. All damages must be settled directly between the lessor and the customer.

The keys of the rented property will be handed over and returned after signing the form "handover of the property". The lessor is entitled to charge a deposit for the keys.

§4. Operating expenses, additional costs and services

"IS-DE" ensures that the rental fee covers all the operating expenses, additional costs and also the services agreed upon (breakfast, bed linen, laundry and cleaning) between signing the contract and start of rental are carried out.

§5 Cancellation, Cancellation Fees

§6 Withdrawal from Contract, Compensation for withdrawal from contract

If the lessor withdraws from the contract, "IS-DE" will provide a replacement. If the customer withdraws from the contract, the claim of compensation is set as follows considering the otherwise possible chance to rent the accommodation to another party:

up to 90 days prior to the rental period: 10% of the total sum

up to 44th day prior to the rental period: 50% of the total sum

from the 44th to the 15th day prior to the rental period: 80% of the total sum

15th day prior to the rental period: 100% of the total sum

Both parties have the right to provide reasons for lower charges.

§7 Cancellation of contract due to "force majeure"

The client may withdraw from the contract if upon signing the services are impeded, in jeopardy or restricted due to unexpected "force majeure" or outbreak of political turmoil (only if recommended by the Foreign Ministry). In this case the client is only entitled to claim a reimbursement of the sum already paid minus the commission indicated in the contract.

§10 Entering the property by the lessor

The lessor has the right to enter the rented property with regard to the services rendered. The exact time has to be arranged between the lessor and the customer upon arrival and handover of the keys. In case of danger, misuse or violation the lessor may enter the rented property at any time.

§11 House rules

The house rules (to be found in the guest information displayed in the rented property) are to be adhered to.

§12 Customer Protection

The rented property is subject to customer protection by "IS-DE". For this reason the customer is under obligation not to sign a contract with the lessor directly or to contact the lessor through "IS-DE's

business associates for the next 5 years. In the case of violation, "IS-DE" has the right to claim compensation in accordance with the estimated loss.

§13 Proviso

Should any clause of this contract be incomplete, it has no effect on the contract as a whole.