

Usage Agreement

Lakeview Coworking Office Hotel am Badersee

1. Scope of Application

- 1.1. The object hereof shall be the rental provision of the Lakeview Coworking Offices for use as office workstation and to perform office work.
- 1.2. Upon request and depending on availability, the Coworking Office may be booked for private meetings or events, where explicitly agreed in a separate agreement.
- 1.3. The hotel's prior written consent shall be required for sub-renting or further renting the rented room and for invitations to job interviews, sales or similar events, with Section 540 (1) second sentence BGB (German Civil Code) being waived, unless the customer is a consumer.
- 1.4. The customer may use the booked workstation only for the purpose indicated herein. Amendments must be agreed in text form with Hotel am Badersee beforehand. Any violation justifies termination acc. to clause 12.4. by Hotel am Badersee.
- 1.5. Hotel am Badersee shall be entitled to use the Lakeview Office for events and to block it for users or limit access to it on specific dates and times with prior notice. Any resulting impact on the user (e.g. limited access, re-furnishing, noise, etc.) must be tolerated by the user without compensation.
- 1.6. The user is aware that Hotel am Badersee makes available workstations for third parties in the Lakeview Office which serve the same or similar purposes of use as for the user. The user shall not be granted any protection against competition

2. SOW Tariffs

- 2.1. In the Lakeview Offices specified under clause 2.4., Hotel am Badersee shall provide first-class equipped workstations, including WLAN use and the provision of coffee, tea and mineral water.
- 2.2. Depending on the chosen tariff, the possibility to use the Lakeview Office shall be limited to a specific manner and period of use.
- 2.3. The user shall be permitted to use the Lakeview Office acc. to the following tariff (incl. the respective applicable statutory VAT of currently 19%):

- Half-day user: EUR 15.00

Access to and use of the Lakeview Office for four hours during the following hours:
08:00 a.m. - 12:00 noon / 12:00 noon - 04:00 p.m. / 04:00 p.m. - 08:00 p.m.
Free choice of seat, free WLAN, printing/scanning/copying (fair use*), cleaning / waste removal inclusive, charging cable / adapter rental, coffee / tea / mineral water unlimited.

- Day user: EUR 25.00

Access to and use of the Lakeview Office for the duration of the official opening hours from 08:00 a.m. - 08:00 p.m.
Free choice of seat, free WLAN, printing/scanning/copying (fair use*), cleaning / waste removal inclusive, charging cable / adapter rental, coffee / tea / mineral water unlimited.

- Weekly subscription:
EUR 150.00

Access to and use of the Lakeview Office for the duration of the official opening hours from 08:00 a.m. to 08:00 p.m. for one week from Monday to Sunday. Prior reservation required.
Free choice of seat, free WLAN, printing/scanning/copying (fair use*), cleaning / waste removal inclusive, charging cable / adapter rental, coffee / tea / mineral water unlimited.

- 10 Card: EUR 225.00

Flexible use of the Lakeview Office for the duration of the official opening hours from 08:00 a.m. - 08:00 p.m. on ten days over a period of six months. Prior reservation required.
Free choice of seat, free WLAN, printing/scanning/copying (fair use*), cleaning / waste removal inclusive, charging cable / adapter rental, coffee / tea / mineral water unlimited.

- Monthly subscription
EUR 500.00

Flexible use of the Lakeview Office for the duration of the official opening hours from 08:00 a.m. - 08:00 p.m Monday to Sunday. The monthly subscription shall automatically extend by another month, unless it is terminated in text form seven days prior to the end of the month. Prior reservation required. Free choice of seat, free WLAN, printing/scanning/copying (fair use*), cleaning / waste removal inclusive, charging cable / adapter rental, coffee / tea / mineral water unlimited.

2.4. Lakeview Office Equipment and Furnishing

- Maximum capacity: 13 individuals
- High-quality furnishings, comprised of: wooden table with six chairs, counter with three stools, two fatboys, two hanging chairs distributed over two floors
- WLAN, printer incl. copying & scanning function
- Movable flatscreen TV for presentations
- Minibar, coffee/tea maker, mineral water, glasses & cups
- Wardrobe, two toilet facilities, lockable compartments, carpeted floor, side tables for lounge furniture
- Balcony overlooking Badersee and Zugspitze, balcony furnishings
- Rental of charging cable & adapter
- No fixed desks available, only flexible workstations

Upon start of use, the furnishings are in a condition in line with the agreement. Any complaints must thus be immediately communicated upon start of use.

3. Additional Lakeview Office Services:

3.1. Postbox service EUR 20.00/month

Upon request, Hotel am Badersee provides a postbox service including postal delivery, storage and dispatch at EUR 20.00/month.

3.2. Company address EUR 20.00/month

In case of a monthly subscription, the user of the Lakeview Office may use the address of Hotel am Badersee as a company address upon request. The hotel shall receive the mail, shall store it in a separate box and shall hand it over to the corresponding user.

The address must state as follows:

<<Company name>>

<<First name Surname>>

c/o Hotel am Badersee

Am Badersee 1-5

82491 Grainau

Hotel am Badersee and the Lakeview Office user agree that the user may use its Badersee address for entries in public directories and registers (e.g. commercial or trade register, residents' register) as long as and to the extent that the legal and actual conditions are satisfied. The user alone shall bear responsibility for ensuring at all times that the legal and actual conditions are satisfied; otherwise, it must relocate its seat immediately. The user

must meet any official orders or requirements based thereon at its own expense and must indemnify Hotel am Badersee from any claim asserted based on corresponding orders and requirements, even if they are directed against Hotel am Badersee. Reference is made to the exclusion of liability acc. to section 10. The user undertakes to no longer use the address of Hotel am Badersee, to immediately inform its business partners of the expiry of the address and to submit a corresponding confirmation to the hotel in text form after termination of the agreement.

Any mail not collected shall be forwarded. Forwarding shall be charged at the actually incurred postage plus an extra processing fee of € .../item.

3.3. Document safe deposit box EUR 2.00/day

Lockable shelves are available in the Lakeview Office for keeping working materials and documents.

4. Use of the Hotel Facilities

4.1. Group Rooms

Hotel am Badersee disposes of six group rooms and one creative group room for up to twelve individuals which may be rented for meeting in the hotel upon request and depending on availability. To rent a group room, the hotel's MICE team can be contacted at mice@hotelambadersee.de. Prior reservation is required; a group room can be used on the request day only after prior arrangement and depending on availability.

Group room rent:	EUR 15.00/hour / EUR 99.00/day
Creative group room rent:	EUR 20.00/hour / EUR 129.00/day

The room rent shall include: screen (or flatscreen TV), (projector), flip chart, pinboard, facilitator's toolcase, pens, pads, WLAN.

In addition, meals and beverages may be booked for the group room. A selection of meals and beverages and the prices may be enquired from the MICE Office or seen on the website of Hotel am Badersee.

For ten or more individuals, a half-day package or a day package deal may be booked which, in addition to the room rent, shall include a coffee break in the morning, a coffee break in the afternoon as well as lunch and dinner (day package). Different conference packages options may be chosen. Prices and services may be enquired from the MICE Office or seen on the website of Hotel am Badersee.

In addition, the hotel offers conference rooms and a creative conference room for larger groups which may be booked for half-day or day events upon request and depending on availability.

Moreover, supplementary conference technology may be booked in addition in the hotel upon request.

The General Terms and Conditions for Events available at the reception for consultation shall apply.

4.2. Rooms / Accommodation

Hotel am Badersee offers 135 rooms; thereof 80 country house comfort rooms in two different designs, two country house comfort rooms as family rooms with two separated areas, two country house comfort rooms as wheelchair-accessible single rooms, 30 lake house comfort rooms overlooking the Kramer mountain, 20 lake house superior rooms overlooking Zugspitze and Badersee and one maisonette suite overlooking Zugspitze and Badersee.

Lakeview Office users may book an accommodation in the hotel at reduced prices:

1-4 night(s): -15% on the currently applicable daily room rate

5 or more nights: -20% on the currently applicable daily room rate

The discounts shall not apply to promo rates, group rates or other room rates already discounted otherwise.

As an overnight guest, the Lakeview Office is open to the user 24/7.

The General Terms and Conditions for the Hotel Accommodation Contract available at the reception for consultation shall apply.

4.3. Country House Spa

Lakeview Office users may use the Country House Spa with gym, sauna, ice grotto and steam bath free of charge. The Country House Spa may be entered only with appropriate clothing. A sauna set, comprised of bathrobe, slippers and sauna towel, may be rented in the hotel for a lending fee of EUR 5.00.

Massage and cosmetics applications may be booked in the Country House Spa or at the reception upon appointment scheduling. Holders of a 10 Card, a weekly or monthly subscription shall additionally be granted a reduction of EUR 5.00 on massage and cosmetics applications from EUR 50.00 up. The Country House Spa cancellation conditions shall apply.

4.4. Werdenfels Restaurant

The Werdenfels restaurant of Hotel am Badersee is open daily from 07:00 a.m. to 09:00 p.m. and spoils its guests with Bavarian delicacies and international dishes. Moreover, the beautiful winter garden and the sun terrace offer a magnificent view of Badersee and Zugspitze. Lakeview Office users shall be free to use the Werdenfels restaurant for breakfast, lunch, coffee or dinner.

Breakfast buffet:	EUR 19.50/person
Lunch buffet:	EUR 25.00/person
Dinner buffet:	EUR 28.00/person

In addition, guests may choose from a fine selection of starters, salads, main dishes and desserts à la carte and from the seasonal menu from 12:00 noon to 08:00 p.m.

4.5. Other

Additional services & facilities of Hotel am Badersee available to the Lakeview Office user include:

Parking lots:	free
Garage:	EUR 8.00/day
Conference technology for the Coworking Office (only if office been booked exclusively):	
Laptop with Microsoft Office:	EUR 50.00/day
Flip chart	EUR 10.00/unit
Pinboard	EUR 10.00/unit
Technician man-hour	EUR 45.00/hour
Facilitator's toolcase	EUR 35.00/unit
Rental MTBs:	EUR 12.00-25.00

5. Bringing Food & Beverages

Food and beverages shall be provided by Hotel am Badersee against invoice. Bringing Food and beverages shall not be permitted. This shall not apply to soft drinks (e.g. Cola, Fanta, Sprite, water) after prior consultation with Hotel am Badersee. The hotel's bins must not be used for the disposal of beverages (bottles, jars, etc.) brought along. Otherwise, the guest must pay a disposal lump sum of EUR 20,00.

6. Technical Equipment & Connections

6.1. Any use of own electrical devices of the Lakeview Office user while using the hotel's power supply shall require its prior written consent. Any malfunctioning arising from the use of such devices and any damage to the hotel's technical systems shall be at the customer's expense, unless they are attributable to the hotel.

6.2. The customer shall be entitled to use own telephone, telefax or data facilities with the hotel's consent. This shall be subject to a one-time connection fee

6.3. Any malfunction in technical or other facilities provided by the hotel shall be immediately remedied, where possible. Payments may not be withheld or reduced to the extent that such disruptions are beyond the hotel's control.

6.4. Any authority licences required, requirements and approvals must be obtained by the customer in good time at its own expense. It shall be responsible for ensuring compliance with requirements under public law and other regulations, compliance with noise protection, youth protection and other provisions and payment of GEMA fees. By signing this agreement, the user shall release Hotel am Badersee from related claims by third-parties.

7. Code of Conduct & Use of the Lakeview Office

7.1. Using the Lakeview Office as a “Coworking Unit” shall mandatorily imply that it is used jointly with other users. Using the Lakeview Office thus requires mutual respect. Therefore, the user undertakes to comply with the Lakeview Office Code & Conduct rules at all times:

- 7.1.1. The Lakeview Office disposes of eleven flex desks. Accordingly, seat allocation shall be made on a “first come first served” basis. Any right to fixed seats shall not exist.
- 7.1.2. To ensure a good working environment, each user shall be obliged to respect the other users and to contribute to a pleasant working atmosphere. Loud music or conversations likely to disturb others at work must be avoided.
- 7.1.3. Printing and copying in the Lakeview Office shall be free. Attention must be paid to fair use when printing and copying. As a Green Certified Hotel, Hotel am Badersee undertook to limit paper usage and to act in an environmentally friendly manner. Printing and copying shall thus be covered by the workstation rate of up to 100 sheets per workstation only to the extent required for work.
- 7.1.4. Every user wants to have a clean workplace. Accordingly, every user is requested to put used cups and glasses to the intended location at the end, to use the provided facilities with due care and consideration and to also keep the drinks counter in a clean condition.
- 7.1.5. Every user shall be obliged to immediately notify the hotel of any damage to or non-functioning of any facility and device. The user shall be liable for any damage caused by itself. In case of any failure to notify, the user shall be deemed to have caused the damage itself.
- 7.1.6. The user undertakes to close all doors and windows and to switch off the lights if it is the last to leave the Lakeview Office.
- 7.1.7. Recycling garbage boxes are available in the Lakeview Office for garbage. As a Certified Green Hotel, we ask our guests to avoid waste and to contribute to waste separation.
- 7.1.8. The user must leave the respective used workstation in a tidy condition and take its personal objects along once the right of use ends according to the chosen tariff.

8. Rules of Conduct on the Internet

The user shall bear sole responsibility for all its actions and omissions when using the Internet and undertakes to comply with all applicable legal regulations, especially the German and European copyright provisions. Copying, disseminating or downloading copyrighted materials shall be strictly prohibited. By signing this agreement, the user shall release Hotel am Badersee from related claims by third-parties.

The user shall assure that it will not use the Coworking Office for unlawful or illegal purposes. For example, attacking the hotel's own system (hacking or the like), disseminating malware, any use for sweepstakes (esp. pyramid schemes), unsolicited advertising, spam e-mails, disseminating immoral, racist, violence-glorifying, pornographic or similar contents shall be strictly prohibited. Any unlawful use of copyrighted contents shall likewise be prohibited.

9. Usage Fee & Payments

9.1. The usage fee depending on the period of use shall include the respective applicable statutory VAT (currently 19%).

9.2. Additional costs may be incurred for culpably caused damage. Moreover, the user shall be liable for any damage culpably or negligently caused by it, its dependants, staff, guests and customers in and to the Lakeview Office.

9.3. The respective tariff for using the Lakeview Office must be paid in advance. Payments may be effected in cash or by credit card or bank card. Any user having a monthly subscription undertakes to set up a standing order and provide Hotel am Badersee with evidence of such set-up at the start of use.

9.4. Users staying in the hotel overnight may have the costs for using the Lakeview Office booked on their guest check and pay them upon departure.

10. Liability

Where Hotel am Badersee is obligated to compensation for damages or reimbursement of expenses due to claims based on contract or law, the liability of Hotel am Badersee shall be limited to wilful intent and gross negligence to the extent permitted by law. Its liability shall always be limited to the foreseeable, contract-typical damage. Consequential damage (e.g. loss of profits or compensation for damage of third parties) shall be excluded to the extent permitted by law. Where they cannot be excluded by law, they shall be limited to cases of wilful intent and gross negligence. Hotel am Badersee does not assume any liability for the violation of third-party property rights by the contracting partner. In connection with using the Coworking Office, the contracting partner shall be responsible itself for ensuring compliance with all regulations under competition, copyright, data and any other legislation. In case of any statutory violation, the user shall indemnify Hotel am Badersee from third-party claims. In particular, the indemnity obligation shall also comprise the costs required for prosecution pursuant to the legal fee schedules.

11. Access to the Lakeview Office, Recordings

To exercise the legal lien, to examine the structural condition and the functionality and safety of technical facilities in the Lakeview Office, to prepare any further use of the spaces in the Lakeview Office, for hotel tours or in other similar cases, Hotel am Badersee and its agents may access any spaces of the Lakeview Office that are exclusively used by the user with persons involved, customers, experts or witnesses during the usual business hours, also without prior notice. However, the hotel shall inform the user in advance of scheduled access dates, where possible.

12. Data Protection, Photos

12.1. The data protection provisions pursuant to our Hotel GTC shall apply. The user shall agree that its personal data may be used as described therein. Compliance with the controller's duty to notify acc. to Art. 13, 14, 21 GDPR vis-à-vis the users shall be mandatory.

12.2. From time to time, photos and recordings of the Lakeview Office are taken for advertising purposes which may depict various individuals, including the user. The user shall agree that Hotel am Badersee may use such photos and recordings for advertising or similar purposes. Furthermore, the user shall agree that Hotel am Badersee may publish the user's name for such purposes and may use the user's logos and trademarks on the Lakeview Office website and in the Lakeview Office mobile application, at the Lakeview Office location, in confidential documents for companies or prospectuses for potential investors and in any other advertising commissioned by Hotel am Badersee. The separate data protection provisions shall apply.

12.3. The user shall note that, for reasons of security, the public areas of the Lakeview Office are under video surveillance. It shall explicitly agree to such security measure.

12.4. A declaration of commitment to mutual confidentiality shall apply among the users.

13. Termination of the Agreement

13.1. The contractual relationship shall terminate once the respective booked tariff has expired.

13.2. In case of monthly subscriptions, the agreement shall terminate after receipt of the timely notice of termination in text form.

13.3. Upon termination of the agreement, the Lakeview Office user shall ensure that all personal documents brought along have been removed from the Lakeview Office.

13.4. In case of any unlawful use or use contrary to the agreement, the contractual relationship may be terminated with immediate effect.

14. Final Provisions

- 14.1. Modifications and amendments hereto must be made in writing.
- 14.2. If individual provisions hereof are or become legally ineffective in whole or in part, this shall not affect the validity of the remaining provisions hereof. In this case, the ineffective provision must be replaced by a legally valid provision, which shall come as close to the apparently intended economic purpose as is legally permissible. The same shall apply if the implementation hereof manifests any loopholes requiring to be complemented.

Signature
Coworking User

Date, place