

Car park parking conditions



Parking at special car parks

The following car park parking conditions are valid for the land made available for use by the APAG and the parking of motor vehicles (MV) on the land.

Lease contract / utilisation authorization

With the driving on the car park, a lease contract on a parking space for a motor vehicle with the APAG (landlord) will be accomplished.

The same authorization for utilisation is held by holders of an internet ticket produced in accordance with the General Terms and Conditions for the internet sale of parking tickets. A new conclusion of a contract does not take place here.

Neither surveillance nor administration is the object of the contract. This car park parking regulation is a component part of the contract and will be accepted with driving on the car park.

Amount of the rent and duration of the rent

The amount of the rent is measured for each occupied parking space dependant on the price list published at the car park entrance. The rent has to be paid when driving on the car park respectively immediately thereafter to the cashier personnel.

The parking tickets lose its validity with the leaving of the car park. This is not valid for online tickets that have a validity of several days.

The **parking times** are determined by the landlord and made known **through notice**. The motor vehicle may only be parked within the indicated parking time.

After the expiration of this parking time, the landlord is entitled to remove the vehicle on the expense of the tenant.

Pledge

For all claims resulting from the lease contract, a right of retention as well as a statutory pledge are due to the landlord.

Liability of the landlord

The use of the car park takes place at the own risk of the tenant. The landlord does not take over any care or surveillance duties.

The liability of the landlord is limited to intent and gross negligence, insofar as he is not liable without limitation in case of life, the body and health. This is also valid for neglects of duty of his persons employed for the performance of his obligations and his vicarious agents. The liability for the culpable violation of essential contract duties as well as for damages usual for the contract and which are foreseeable remains unaffected.

The landlord is not responsible for damages, which have been caused by other tenants or other third parties.

The tenant is obliged to notify any damage immediately, especially obvious damages, at the latest when leaving the car park, insofar it can reasonably be expected from the tenant.

Liability of the tenant

The tenant is liable for all damages, which have been culpably caused by himself, his employees, authorized persons or accompanying persons to the landlord or to third parties, especially also at the car park.

If the tenant does not remove his vehicle from the parking area with the expiration of the maximum parking duration, he shall be liable for all damages, which will be caused by this to the landlord.

Duties of the tenant

The tenant shall be obliged, in addition to the duties designated in these terms and conditions, to proof his right of parking by the deposit of the parking ticket behind the wind-screen.

Illegally parked vehicles, especially also those without any deposited parking ticket, can be removed from the car park on the expense of the tenant.

Utilisation provisions on the car park

Every motor vehicle has to be parked within the marked or allocated areas and may not impede. If an adjacent area will be hampered, the rent has also to be paid for this parking area.

The tenant shall have to observe the traffic signs and other provisions, the same as the instructions of the car park personnel. For the rest, the provisions of the Road Traffic Regulations (StVO) shall apply accordingly.

The landlord is entitled to remove the motor vehicle in the case of an urgent danger on the expense of the tenant.

Final provisions

Insofar individual clauses or parts of them are too ineffective, then the effectiveness of the remaining clauses as well as the effectiveness of the contract shall be not affected thereby.

Exclusively German law shall apply for this contract.

Insofar the tenant is a merchant or a legal entity of public law, Aachen is the venue.

Aachen, dated May 1, 2006

APAG Service Center (0241) 1688 5000

Info-Hotline APAG (0241) 1688 8888

www.apag.de