

## HOUSE RULES



We would like to extend our heartfelt greetings to all of our guests. Welcome to the Hagan Lodge! These lodges are a place of relaxation, recreation and retreat, located amid the mountain world of Aussee. The following house rules apply to all grounds, buildings and spaces which are the property of the Hagan Lodge, or which are used by the Lodge. The provisions contained in our House Rules must be complied with by all users of these grounds, buildings, spaces and other facilities. The entire property is privately owned. The House Rules provide for safety and orderly behaviour on the Hagan Lodge grounds. By entering the grounds of the Hagan Lodge, you indicate your acceptance of these House Rules.

Every entry onto the grounds of the Hagan Lodge is fundamentally at your own risk. Any and all liability on the part of the operator of the Hagan Lodge (Hagan-Lodge GmbH), its agents and proxies for negligent damages in connection with use of the property, buildings and other facilities of the Hagan Lodge, is expressly excluded. This does not apply to personal damages.

Parents are liable for their children and any damages which have been caused by them. Hazards within the boundaries of the property have not been expressly marked. All sporting activities on the access road, pathways and the grounds of the Hagan Lodge are not permitted (e.g. skiing .. skiing is only allowed on the ski slope ... cycling etc.)

The whole concept of the Hagan Lodge is to provide you with holiday accommodations where you and your family are guaranteed a pleasant stay. We therefore ask that you abide by these House Rules. Should we incur any damages as a result of failure to comply with these rules, we will be obliged to bill you for such damages:

1. The provisions of these House Rules apply to tenants of the rental object, including their employees, visitors and staff.
2. The lodges are predominantly constructed out of wood. This means that we must expressly draw attention to all of those dangers which may be caused by the careless handling of open fires. Smoking is not permitted inside the lodges.
3. Campfires are not permitted.

4. Upon departure, you must remove all food products and left-over foods which you had introduced.
5. The number of guests listed in the prospectus (or that which has been contractually agreed upon) may not be exceeded without the expressed permission of the lessor. In the event that such permission has been received, the lessor reserves the right to increase the price. Such an agreement must be in writing, with the names and addresses of additional guests provided. If this provision is breached, the lessor is entitled to abrogate the length of the stay and to bill an additional charge for the over occupancy of the lodge in breach of contract.
6. The lessor is liable for the diligent handling of reservations and for the provision of the lodge itself. In instances of force majeure or other adverse circumstances, the lessor reserves the right to offer the tenant and those persons with whom s/he is registered, comparable accommodations. If comparable substitute accommodations cannot be offered, or if the tenant is not in agreement with the substitute accommodations, both parties have the option of abrogating the contract. In such an instance, the liability of the lessor is limited to remuneration of any amounts already paid. No liability is accepted for any valuables which have been brought in by the tenant.
7. The guest undertakes to treat the rental object and those items and facilities which are also rented for the use thereof (furnishings; please also refer to the separate inventory list) with respect and prudence. Any deficiencies in the rental property or appurtenant rental objects or any hazards must be reported by the tenant to the lessor without delay. The tenant is liable for all damages and detriments to rented spaces and objects, in so far as this is the consequence of wear and tear which goes beyond proper usage. This also applies to all damages and detriments by third parties who spend time in the rental spaces with the permission of the tenant.
8. On departure day, we ask that you vacate your lodge by no later than 10 a.m.
9. All municipal ordinances (especially those of the police, building inspectors, fire brigade and sanitation department etc.) must be complied with by the tenant, even if such ordinances are not expressly cited in the "House Rules".
10. All behaviour which disturbs other users of the establishment, as well as any other inappropriate behaviour is expressly prohibited; in particular, making loud noise, singing and playing music outside of the rental spaces is fundamentally prohibited. Within the rental spaces, too, tenants must ensure that the other users of the Hagan Lodge grounds are not disturbed. Quiet hours are from 10 p.m. until 6 a.m. and must be adhered to.
11. Tenants must also avoid any behaviours which endanger or cause nuisance to other lodge tenants, passers-by etc. such as creating excess dust,

dumping or pouring out or other means of spreading liquids, foul-smelling or substances injurious to health etc.

12. Guests must desist from any behaviours which may cause damage to and defilement of the lodge, court and garden areas. The tenant is financially responsible for costs incurred relating to repairs and other work, deliveries etc. ordered by the lessor in order to rectify damage or defilement caused by animals under the charge of the tenant.
13. Refuse may not be thrown in the toilet bowl or other drainage systems. Rather, it must be placed in the refuse containers intended for this purpose. Trash must be separated in accordance with legal and municipal ordinances. Furthermore, the storage of flammable materials or other materials hazardous to one's health, such as fuels, explosives and similar items, both inside and outside of rental spaces, is forbidden without exception.
14. Smoking and handling of open flames in the loft, basement or similar rooms, is expressly forbidden.
15. The placing or storage of property of any kind outside of the rental object, as well as the parking of vehicles and other modes of transportation such as pedal and powered bicycles, automobiles etc. requires the written permission of the lessor.
16. In order to avoid weather-related damage, the tenant must ensure that doors and windows, both inside the rental object as well as in other parts of the establishment, are appropriately secured against wind, rain, snow and frost. The rental spaces must be kept appropriately ventilated and heated. The water lines must be shut off in the event of interruption to the water supply or in the event of extended absence of the user. Balconies and similar areas appurtenant to the rental object are to be kept free of snow and other out-of-the-ordinary impediments.
17. With respect to those lodges with central heating: in order to avoid malfunctions in the central heating system, when airing out rooms, guests must ensure that the room temperature does not drop too low.
18. With respect to parking spaces: the Garage Rules of the property will apply.
19. Should one of the provisions contained in the House Rules be deemed to lack legal force, either in whole or in part, this in no way affects the power of the remaining provisions. Rather, the inoperative provision will be replaced by the "new" House Rules, or retroactively by the one which is legally permissible, or by one which has legal force and reflects the original transactional intentions of the parties in question.

The court of 1010 Vienna shall be stipulated as the exclusive competent authority, in so far as no compelling legal provisions prohibit this. Only Austrian

law will apply and to the exclusion of conflict-resolution laws which prescribe application of other legal statutes.

Altaussee, December 2007