

## I. Subject of the contract

These general parking conditions (hereinafter referred to as "Conditions") apply to rental agreements for parking spaces between Würzburger Stadtverkehrs-GmbH (SVG) and the tenants, unless otherwise or more specifically regulated in other conditions. In addition to these Conditions, the SVG tariff regulations in their current version shall apply, unless these or other conditions provide otherwise or more specific provisions. If tenants book a long-term parking card online via the website [www.wvv.de/parken](http://www.wvv.de/parken), the special contractual conditions for online booking of a long-term parking card shall also apply. The tenants are consumers within the meaning of Section 13 of the German Civil Code (BGB).

## II. Rental agreement

The landlord, SVG, provides the tenant with a parking space for their motor vehicle (vehicle) for a fee in accordance with the following provisions. A rental agreement is concluded upon acceptance of the parking ticket or by opening the barrier using the comfort card and entering the parking facility. A contract is also concluded through license plate recognition when the vehicle enters the parking facility. The parking system prioritizes stored license plates, meaning that if a license plate stored by the customer in the comfort card or long-term parking portal is recognized, entry using a comfort/long-term parking card or by taking a short-term ticket is no longer possible. Guarding, custody, supervision of the vehicle, or the provision of insurance coverage are not part of the contract. Use of the parking facility is at the user's own risk. SVG is not liable for property damage or theft caused by third parties.

## III. Rental fee – parking duration

1. The rental fee for each occupied parking space is based on the rate displayed on-site or available online at [www.wvv.de/raparken](http://www.wvv.de/raparken). If the tenant uses a long-term parking card or license plate recognition, the parking duration and rental fee are additionally governed by the special conditions for online booking of a long-term parking ticket and the landlord's contract confirmation.
2. After paying for the parking ticket, the tenant must leave the parking facility immediately. This means proceeding directly to the vehicle after payment and exiting via the designated exits. If the tenant remains longer than necessary, the parking fee will be recalculated from the time of payment. When using a comfort card or license plate recognition, the rental agreement ends upon exit and the fee is calculated based on the recorded duration. The general terms and conditions for the comfort card apply.
3. The vehicle can only be collected during the stated opening hours. The maximum parking duration is four weeks per calendar year unless otherwise agreed in writing. For parking periods exceeding 3 days, SVG may require an appropriate advance payment unless otherwise individually agreed.
4. After the maximum parking duration has expired, the landlord is entitled to remove the vehicle at the tenant's expense. In addition, a fee corresponding to the rate (daily rate for short-term parking) applies until removal. Prior to this, the landlord will request in writing that the tenant - or, if unknown, the vehicle owner - remove the vehicle, threatening removal. This request is waived if the owner cannot be reasonably identified (e.g., via the registration authority).
5. In case of loss of the parking ticket, the maximum daily rate must be paid unless the tenant proves a shorter or the landlord proves a longer parking duration. Additionally, a service fee of 25,00 € is charged.
6. If the fee cannot be paid before leaving the facility, the tenant must notify staff via the intercom/emergency system. The tenant must provide contact details and, if possible, identification. A written invoice will be issued and must be paid within the specified period. If additional administrative effort is caused by the tenant, a 25,00 € service fee applies.
7. Payment by EC card & authorization to disclose address: By taking a parking ticket, the tenant irrevocably authorizes the issuing bank to provide the landlord with the tenant's name and address in case of failed debit or objection, so the landlord can enforce claims. Costs from chargebacks are borne by the tenant.
8. Transfer or subletting of the parking space requires written consent from the landlord.

## IV. Liability of the landlord

1. The landlord is liable for personal injury, property damage, and financial loss in accordance with statutory provisions. No liability is assumed for damages caused by natural events (e.g., flooding, earthquakes) or by the tenant or third parties.
2. Liability is excluded for negligent damage unless caused by intent or gross negligence. This does not apply to injury to life, body, or health, or to breaches of essential contractual obligations (e.g., providing a parking space). In such cases, liability is limited to foreseeable damage.
3. The tenant must report visible damage before leaving the facility via intercom systems. If this is not possible, it must be reported within 3 days in text form. The tenant bears the burden of proof for claims.

## V. Liability of the tenant

The tenant is liable for all damages caused by themselves, their employees, or agents. This includes excessive contamination of the parking facility, such as dumping waste.

## VI. Lien

The landlord has a right of retention and statutory lien on the parked vehicle. If the tenant is in default, the landlord may enforce the lien after two weeks' notice.

## VII. Rules for use of parking facilities

Driving must be at walking speed. Traffic signs and instructions must be followed. German road traffic regulations (StVO) apply. Prohibited actions include:

1. Use by bicycles, motorcycles, skateboards, etc.
2. Unauthorized presence without a parked vehicle.
3. Smoking or open fire
4. Vehicle repairs or maintenance
5. Excessive noise or exhaust emissions
6. Refueling.
7. Storage of hazardous materials or waste
8. Staying longer than necessary
9. Parking unsafe or leaking vehicles
10. Parking uninsured/unregistered vehicles
11. Improper parking (e.g., blocking exits, occupying multiple spaces)
12. Parking oversized vehicles obstructing traffic (penalty 30,00 € and possible ban)

## VIII. Towing

Vehicles parked improperly may be moved or towed at the tenant's expense.

## IX. Parking fee evasion and fraud

In cases of intentional fee evasion or fraud, increased charges and a 30,00 € penalty apply. Criminal charges will also be filed.

## X. Data protection information

Video-systems are used for operational purposes and evidence collection. Recordings are stored for up to 72 hours unless longer retention is required by law. License plate recognition is used for billing and fraud prevention. More information is available at [www.wvv.de/dsparken](http://www.wvv.de/dsparken).

## XI. Emergency release

An emergency release fee of 50,00 € is charged.

## XII. Final provisions

1. SVG does not participate in consumer dispute resolution procedures under.
2. The currently published version of these conditions applies.