



# Hamburg Messe und Congress

## Parking Ordinance

### 0. General

The parking ordinance hold for all parking garages, underground garages and parking places, hereinafter called parking sites, of the Hamburg Messe und Congress GmbH (HMC) on the fair premises. In addition the Technical Guidelines and the House Rules of the HMC (currently valid version) also hold.

### 1. Rental agreement

The renter provides the tenant, in accordance with the following regulations, a parking place for his or her motor vehicle. A rental contract is concluded with the acceptance of the parking voucher and upon driving into the parking facility. The contract ends upon leaving the premises or with the end of the rental period. Any supervision, safe-keeping or protection of the vehicle or guarantee of insurance coverage is not the object of this contract. The use of the parking facility is at the tenant's own risk.

### 2. Parking fees, parking duration and sub-letting

- 2.1 For each parking place occupied, the parking fees are based on the displayed price list, unless otherwise agreed to in writing.
- 2.2 After making the payment, the tenant must leave the parking facility immediately via the exit route. If the tenant stays longer in the parking space than necessary for leaving, the parking fees will be recalculated from the time of the payment and will be due.
- 2.3 If the parking voucher or exit coin/card is lost, the maximum cost/parking fees according to the displayed price list for 24 hours must be paid, unless the tenant can prove a shorter or longer parking duration than 24 hours. In case of loss or damage to electronic parking cards, 50.00 € will be charged per card.
- 2.4 The vehicle can be picked up only during the stated opening hours.
- 2.5 The maximum parking duration is four weeks, unless otherwise agreed to in writing.
- 2.6 After the expiry of the parking period, the renter is entitled to remove the vehicle at the cost of the tenant. Moreover, the renter is owed parking fees as per the displayed price list for the period up to the removal of the vehicle. Before removing the vehicle, the renter will request the tenant or – if the tenant is not known to the renter – the driver of the vehicle in writing to remove the vehicle under threat of removal. This requirement does not apply if the landlord cannot convey the information about vehicle removal to the owner/driver with reasonable expenditures.
- 2.7 Transferring or sub-letting the parking space will require the written approval of the renter.

### 3. Liability of the renter – reporting obligations – personal contributions

- 3.1 Subject to these regulations, the renter will be liable for damages attributable to him or her, his or her employees or those commissioned by him or her. He or she will not be liable for damages caused by the behavior of the tenant, third parties or cases of *force majeure* such as floods or earthquakes.
- 3.2 The renter is not liable for material damages or financial losses that can be attributed to slightly negligent violations of his or her contractual obligations which are not of essential importance for the accomplishment of the purpose of the contract. Hence the renter is not liable for slightly negligent behavior arising from the construction, set-up, dismantling or renovation and maintenance of the parking space.
- 3.3 The tenant must report damages to his or her vehicle before leaving the parking space without delay to the staff of the renter using the indicated voice/emergency call systems at the pay stations or at the exit facility or at the reception of the fair building. Warranty and compensation claims of the tenant are not valid without timely notification. If the tenant raises claims for damages against the renter, the burden of proving that the renter has culpably violated his or her contractual obligations will lie solely with the tenant.
- 3.4 Liability arising from slightly negligent behavior of the renter concerning material damages or financial loss is limited to 50,000.00 €.
- 3.5 In case of material damages or financial loss caused by slightly negligent behavior of the renter, the tenant is obligated to contribute to the claims settlement in the amount of 300.00 € (personal contribution).

### 4. Liability of the tenant

The tenant will be liable for all damages to the renter or third parties caused by him or her, his or her employees or those commissioned by him or her as well as by users of his or her vehicle. Thus he or she will also be liable for any culpable contamination of the parking space or for behavior

that goes beyond the public use of the parking space. This also includes the depositing of waste matter inside the parking space.

### 5. Right of lien

Due to the renter's claims arising from the rental agreement, the renter has a right of retention as well as a legal right of lien on the parked vehicle of the tenant. If the tenant is in default of payment of the renter's claims, the renter may realize the security two weeks after warning at the earliest.

### 6. Other use provisions

Vehicle must be driven at walking speed. The directions of the supervisory staff must be obeyed. In addition, the provisions of the German traffic regulations and all other legal and official regulations apply.

The following in particular is prohibited at all parking spaces:

- a) Driving bicycles, mopeds, motorcycles, inline skates, skate boards and other similar vehicles and/or parking them on the parking space;
- b) Any unauthorized persons without parked vehicle and valid car park identity card staying on the parking space;
- c) Smoking and the use of fire;
- d) Undertaking repairs, oil change, or maintenance work on the vehicle;
- e) Disturbing the neighborhood with exhaust fumes and noise, especially through prolonged idling and testing the engine, as well as honking;
- f) Refueling the vehicle;
- g) Depositing and storing of objects and waste matter, especially fuels and inflammable objects as well as fuel cans;
- h) Staying in the parking facilities or in the parked vehicle beyond the period of parking and driving away;
- i) Parking a vehicle with a leaking oil, coolant or AC tank or carburetor or any other damages that affect the operation of the parking facility;
- j) Unauthorized parking of vehicles outside the space markings such as in the driveway, on two parking spaces, in front of emergency exits, on disabled parking spaces, on parking spaces marked as reserved or on striped areas.

In the parking garages and underground garages in particular it is not permitted to park trailers, vehicles higher than 2.10 meters (including any mounted parts) or any vehicles not legally permitted or otherwise discontinued.

### 7. Towing – littering – exclusion from the premises

- 7.1 If the tenant parks in violation of the above-mentioned provisions, the renter has the right to move the vehicle to a different spot or have it towed at the cost of the tenant upon demand. Point 2.6 will apply accordingly.
- 7.2 The tenant must remedy any contamination caused by him or her, his or her employees or those commissioned by him or her as well as the users of his or her vehicle promptly and properly. Otherwise the renter has the right to substitute measures at the cost of the tenant upon demand. Point 2.6 will apply accordingly.
- 7.3 Any ban from the premises announced by the HMC due to violations of these parking regulations holds for the entire premises of the HMC. The HMC may also announce a ban from partial areas of the premises.

### 8. Video surveillance

- 8.1 Areas relevant to the security of the premises are fundamentally under video surveillance. The video surveillance serves to protect the rights of the business as well as to prevent theft and vandalism.
- 8.2 The Hamburg Messe und Congress GmbH, Messeplatz 1, 20357 Hamburg, is responsible for the video surveillance.
- 8.3 The data are saved a maximum of 72 hours. Please direct all information requests to the in-house data protection office via [datenschutz@hamburg-messe.de](mailto:datenschutz@hamburg-messe.de). The same applies for all correction and deletion requests.
- 8.4 The current data protection regulations hold.

### 9. Emergency numbers

An overview of the most important emergency numbers:

- Fair building reception: +49 40 3569 2616  
Fair premises emergency line: +49 40 3569 6666  
**Police** 110  
**Fire department** 112  
E-Mail [parking@hamburg-messe.de](mailto:parking@hamburg-messe.de)