

## **Translation of Terms of use for Stocherkahn no.103 of the Dorfrat WHO/ Hibuka**

*Dorfrat WHO, Fichtenweg 5, 72076 Tübingen / Dorfrat der Hibuka, Provenceweg 7, 72072 Tübingen*

The usage fee per booking interval amounts to

- For residents of the dormitories HiBuKa and WHO 10€
- For other students 25€
- For earners 60€

The payment of the deposit of 50€ has to be made when signing the contract.

Commercial use of the Stocherkahn is not allowed; neither the user, nor third parties are allowed to earn money by using the Stocherkahn.

The user agrees to bring this contract to the Stocherkahn.

The user confirms that he/she is able to drive the Stocherkahn and is familiar with the applicable rules.

The user confirms that he/she is familiar with the applicable rules of the Corona Regulations of the State of Baden-Württemberg and that he/she will comply with them during the trip.

A late return of the Stocherkahn (more than 15 min.) may result in a fine of up to 25 Euro!

The user agrees to comply with the legal provisions on the regulation and restriction of public use of surface waters and the ordinances of the city of Tübingen and the state of Baden-Württemberg. The user acknowledges that the instructions of a representative of the Stocherkahn-AK, the police or a representative of the public order office of the city of Tübingen must be followed without restriction and without delay.

Furthermore, the user undertakes to comply in particular with the following terms of use:

- The use of the Stocherkahn, in particular the assembly and disassembly of the seat boards and backrests, must not cause more noise than is unavoidable under the circumstances.
- Stocherkahn and accessories must be locked after use at the landing stage Casino in Wöhrdstrasse.- In the time from 22:30 o'clock to 8:00 o'clock, as well as in fog and high water and in the danger zone 100 meters before the weir (follow the signs!) the operation is prohibited!
- The barge must be fastened to the quay of the Casino Wöhrdstrasse landing stage by 10:30 p.m. at the latest, and the seat boards must be dismantled and secured. At this time everybody must have left the Stocherkahn.
- Waste generated by the Stocherkahn operation must be collected and disposed of, but not in the waste containers next to the pier.
- The Stocherkahn may not be handed over to third parties.
- Collisions with other vessels must be avoided at all costs.

- The Dorfrat assumes no liability for damages of any kind caused to the authorized user or third parties by the use of the Stocherkahn, unless these are caused by gross negligence by the Dorfrat.
- Before the start of the trip and after the end of the trip, the barge and accessories must be checked for completeness and intactness. If a user does not discover possible damages or missing items at the beginning of the trip, he can be held liable by the Dorfrat. Therefore, any damages or missing items must be reported to the working group before the start of the trip!
- The deposit will be returned promptly after a Dorfrat representative has checked the condition of the Stocherkahn.- The deposit may be retained in the event of damage caused by the user. The Dorfrat will issue invoices for the user's personal liability insurance, if applicable.
- Barbecues, shishas, candles and other fires are prohibited. Any violation will result in the forfeiture of the entire deposit and, if applicable, trip cancellation.
- In case the Stocherkahn is left excessively dirty, up to 25 euros of the deposit will be retained, so report gross dirt to the Dorfrat by phone or E-Mail before the start of the ride.
- All violations of the usage agreement may result in deposit deductions and or exclusion from further use of the Stocherkahn.

### **Hygiene concept during the Corona pandemic**

Failure to comply with the concept is a misdemeanor for which in the worst case the city council could permanently revoke our right to berth the Stocherkahn . Failure to comply with the concept will therefore result in the loss of the entire deposit.

#### **§ 1 General protective measures**

- (1) Punters and guests who are or have been in contact with a person infected with SARS-CoV-2, if 14 days have not passed since the last contact, or who show symptoms of a respiratory infection or increased temperature, are not allowed to enter the Stocherkahn.
- (2) For each trip, a responsible person must be named and recorded in writing who is responsible for compliance with and implementation of this concept.
- (3) For the purpose of contact follow-up, the person using the Stocherkahn collects and processes the following data with the consent of the guests: 1. name of the guest, 2. date and time of the visit, and 3. contact data, for example e-mail address or telephone number. The data shall be deleted by the Stocherkahn operator four weeks after collection.

#### **§ 2 Group size**

- (1) Punting is considered a private gathering according to the current Corona Regulation. The restrictions on group size set forth therein shall apply.
- (2) The person in charge must ensure that a minimum distance of at least 1.5 meters is maintained from other persons at the landing stage and in the Neckar.

**I hereby declare that I have read and understood the Terms of Use. For my trip on Stocherkahn No. 103, I, as the boat operator, assume full responsibility for the enforcement of and compliance with this user agreement and the hygiene rules. The Stocherkahn working groups of the dormitories WHO and HIBUKA, the corresponding Dorfräte and the Stocherkahn AK e.V. are not liable for any misconduct on my part. I am aware that failure to comply with the Hygiene concept is an administrative offense and in the worst case can lead to the loss of the berth. Therefore, failure to comply with the concept will result in the loss of the entire deposit.**

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**Name of User**

**Name of representative of Stocherkahn AK**

Deposit deductions:

We will deduct 5 Euros for jamming the steel cable with the lid of the front crate. (The lid will inevitably be damaged by this and if it is done often enough, the replacement of the lid will cost ~190 Euros).

For not connecting the poles we deduct 10 euros. (One pole costs approximately 148 Euro)

If you don't secure the barge with the steel cable against theft, you will lose the 50 Euro deposit. (A new barge costs ~7000 Euro and e.g. children falling down the weir with the barge are uncool).

Who leaves the barge dirty loses up to 15 Euro deposit. This is in part compensation for our members having to do disgusting work like cleaning potato salad out of the barge. Glass shards from champagne glasses are also dangerous for other users.

If you use candles on the barge (no matter if wax stains or not) you will lose 50 Euro deposit. (Wax soaks into the wood, cannot be removed. From this follows no fungus protection in the next year, from this fungus infestation and the loss of the barge).

Grill grate: dirty we do not accept it and prefer to buy a new one. The user is welcome to do this himself quickly, otherwise his 20 euros will be retained. (Whole grill depending on the offer <10 euros and you have to dispose of the rest).

After 22:30 still on the barge costs 50 euros, as it can cost us the berth.

For other damage, everything depends on whether the user reports it himself and what needs to be done. If the user reports the damage himself and pays for it through his liability insurance, he will get the whole deposit back. If the self-reported damage is very small (quirks due to driving errors, scratches on boards...), we do not deduct anything. Those who do not report damage or shortages at all always lose their deposit completely, those who report it days later partially (in addition to the cost of the damage).

Commercial use of the barge is prohibited. Anyone caught doing so will forfeit their deposit and be banned from future use of the barge.

Translated with [www.DeepL.com/Translator](http://www.DeepL.com/Translator) (free version)