



**Contract for
Participation in the
ECOCAMPING Network**

Partners to the Contract

ECOCAMPING Service GmbH

Blarer Str. 56

78462 Konstanz

Germany

und

Company

Contact Person

Address

Please fill in billing address, if different:

The following contract is concluded between the aforementioned partners:

1. Object of the Contract

The present contract regulates the pre-conditions for the participation of the aforementioned campsite operator in the ECO-CAMPING Network. The Rules of Procedure and the Membership Fee Regulations are further components of this contract. These are appended as Annexes.

2. Pre-conditions

The campsite operator has introduced the ECO-CAMPING MANAGEMENT system and is continuing to use it actively. The pre-conditions and obligations for participation in the ECO-CAMPING Network are detailed in the Rules of Procedure currently in force.

3. Entitlement to use

The campsite operator shall be entitled to make use of the services specified in the Rules of Procedure.

4. Membership Fee

The membership fee to be paid annually is stipulated in the Membership Fee Regulations currently in force. The campsite operator undertakes to make timely payment to ECO-CAMPING Service GmbH of the amounts invoiced to him.

5. Term of Contract

The contract shall commence on the date of signature of the contract by both partners and shall run in every case until the end of the calendar year.

It shall be automatically extended for a further year, if it is not terminated within the stipulated notice period in accordance with Paragraph 6 of the contract.

6. Termination

- 6.1 Participation in the ECOCAMPING Network can be terminated by giving notice of termination by the end of a calendar year. Notice of termination must be given in writing. Notice of termination must be given by 1st September of the relevant calendar year; it becomes effective solely on receipt of the notice of termination by the contractual partner; ECOCAMPING Service GmbH. Any audits pending for the period after notice has been given shall be cancelled.
- 6.2 ECOCAMPING Service GmbH is entitled to terminate the contract with the campsite operator without giving notice of termination. Termination of the contract without giving notice shall require the written form.
- Notice of termination can be given, where the conduct of the campsite operator jeopardises cooperation within the ECOCAMPING Network. In particular cooperation is deemed to be jeopardised, where
- 6.2.1 there has been a breach of the objectives of the ECOCAMPING Network agreed in the Rules of Procedure,
- 6.2.2 the campsite operator, the campsite operating company or its representatives or employees fail actively to operate the ECOCAMPING MANAGEMENT system.
- 6.2.3 there are legal proceedings pending against the campsite operator, his senior management or the campsite operating company for breaches of nature conservation, landscape conservation and environmental protection legislation.
- 6.2.4 the membership fee remains unpaid.
- 6.3 On termination of participation in the ECOCAMPING Network, entitlement to use the ECOCAMPING label and logo, which is protected under trademark law and registered with the German Patent and Trademark Office under ECOCAMPING, shall expire. Data or products (ECOCAMPING posters, flags, brochures and magazines, as well as the ECOCAMPING logo and data on the participant's website) which could give the impression that the campsite continues to be awarded, must be removed.

7. Duty of Non-disclosure

The campsite operator undertakes to refrain from passing on to other persons or organizations data and templates of ECO-CAMPING Service GmbH without the consent of ECO-CAMPING Service GmbH. In this regard it is forbidden to pass on to third parties any confidential information held concerning the other participants.

ECO-CAMPING Service GmbH is authorized to process or to get processed operational and personal data entrusted to it solely in connection with the performance of its activity. Operational and personal data may be communicated to third parties only with the written consent of the campsite operator concerned.

Any use which goes beyond statute law or beyond participation in the ECO-CAMPING Network shall require the permission of the campsite operator.

The foregoing obligation shall not apply for any such information, which was known to the parties before receipt of the information from ECO-CAMPING Service GmbH or which was already in the public domain.

8. Further Provisions

Amendments and additions to this contract shall be valid only if they are in written form. Verbal collateral agreements are deemed not to exist.

9. Severability Clause

In the event that individual provisions of this contract are or become invalid in whole or in part, the remaining provisions shall remain unaffected.

Instead of the invalid provision, the parties shall be deemed to have agreed a provision, which the contractual partners would have agreed, had they had knowledge of the void provision and which comes closest in law to the original intentions of the contractual partners as regards the legal and commercial purpose of the contract.

10. Place of Jurisdiction

In the event that an amicable settlement cannot be reached or that the arbitration proceedings (see Paragraph 9 of the Rules of Procedure) come to no conclusion, the registered office of ECOCAMPING Service GmbH shall be agreed as place of jurisdiction for all disputes arising from this contract.

Applicable law for this contract shall be German law.

Place and Date

Representative of the Campsite

Place and Date

Director ECOCAMPING Service GmbH