



I. TERMS AND CONDITIONS FOR EVENTS

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II. SAFETY REGULATIONS FOR EVENTS

III. HOUSE RULES

§ 1 Scope of application

1. The Veranstaltungsforum Fürstenfeld (hereinafter called the place of assembly), Fürstenfeld 10-17, 82256 Fürstenfeldbruck, is a municipal entity operated by the town of Fürstenfeldbruck (hereinafter called the operator). The rights of the operator are exercised by the management and the general employees of the management or by the employees authorized for a specific event.

2. The present Terms and Conditions for Events shall apply to all contracts involving the conducting of events, especially the provision of the place of assembly, rooms and spaces for events, the use of technical and other equipment, provision of accompanying services and work, and supply of mobile facilities and structures.

3. In addition to the Terms and Conditions for Events, the Safety Regulations for Events shall apply where it is intended to use materials for an event that carry a particular risk of fire, pyrotechnic articles, lasers or fog machines, set up platforms, stands and stage sets, bring in decorations to the venue, or where stage, studio, lighting or other technical equipment is to be installed by the customer/event organizer or by a company contracted by the customer/organizer. If the customer/organizer is planning to implement such measures/structures, the Safety Regulations shall be sent on request if they are not already attached to the contract as an annex. The customer shall be obliged to demand that the safety regulations are applied bindingly and without restriction by all associated contractors (agencies, technical companies, and so on) and to ensure compliance with the regulations.

4. The Terms and Conditions for Events and the Safety Regulations shall apply to natural persons and companies, commercial or industrial entities, legal persons under public law and special funds under public law (hereinafter called companies). These conditions shall also apply to companies for all future contractual relations. Contradicting rules or amendments on the part of the customer shall apply only if they have been expressly acknowledged in writing by the operator.

5. If agreements are made with the customer in the contract or in an annex to the contract which are different from the present Terms and Conditions, these agreements shall always have priority over the corresponding regulation within the scope of the present Terms and Conditions.



§ 2 Conclusion of contract, contract supplements

1. All contracts and supplements to the contract with the operator shall only be valid if made in writing. For this purpose, the operator shall send two signed copies of the contract together with any annexes to the customer. The customer shall sign two copies and send one of them back within the period specified in the contract. If the contract is not signed and returned to the operator before the stipulated deadline, the operator reserves the right to revoke the contract.

2. If supplements or amendments are agreed upon during the period of contract performance, the requirement of written form is considered as fulfilled if the respective declaration is transmitted in electronic form or by fax and confirmed by the other party. If media equipment or technical event equipment is required at short notice while an event is being set up or during the event itself, confirmation is generally in the form of a handover document or delivery note.

3. Any reservations and options shall lose their validity at the latest on expiry of the deadline set for response as indicated in the contract for the event. Separate notification of the customer is not necessary.

4. Advance reservations of dates are generally non-binding. There shall be no legal claim to conclude a contract on the basis of a date reserved in advance.

§ 3 Customer, event organizer, event manager

1. If the customer is not the organizer but the event is being organized by a third party or an agency, for example, the customer shall designate the event organizer as the "organizer" in writing in the contract and inform the organizer of all principal and subsidiary contractual obligations. The customer remains responsible towards the operator for the fulfilment of all obligations incumbent upon the organizer under the present contract. The event organizer acts as an agent to the customer in such cases. Actions and declarations of the organizer and persons authorized by the organizer shall be valid as if they were actions and declarations of the customer.

2. If no third party is designated in the contract as the organizer in addition to the customer, then the customer is the organizer and shall implement all the obligations incumbent upon the organizer in accordance with the wording and provisions in the present Terms and Conditions and the Safety Regulations.

3. Provision of spaces, halls and rooms, whether in whole or in part, whether in return for payment or free of charge, requires the written approval of the operator. Approval is deemed granted if the third party is designated by name in the contract.

4. For accompanying trade exhibitions, authorization of the provision of spaces to exhibitors (third parties) is deemed granted if the exhibition is designated as such in the contract or in a directory of services.

5. The customer/organizer must designate a person with decision-making powers (see § 3 no.1) to the operator. This person shall be present as the event manager for the entire duration of an event. The event manager shall participate in a joint inspection of the place of assembly and familiarize themselves with the event location including emergency escape and rescue routes. At the request of the operator, the event manager shall take part prior to the event in a briefing on the safety regulations that are to be observed. The event manager is also obliged to be present at any discussions about security.

6. The event manager shall take the appropriate steps to ensure that the event is run in a safe and orderly fashion. The event manager is obliged to be present while an event is taking place (during the opening times for visitors), must be able to be contacted at all times and must take necessary decisions in consultation with the contact named by the operator, and with the authorities and external personnel (such as the fire service, police, building authorities, public order and safety office and medical services). The organizer's event manager is duty bound to suspend an event if there is a danger to persons in the place of assembly, if technical installations, equipment or devices that are required to ensure safety cease to function adequately, or if the operating regulations of the Bayerische Versammlungsstättenverordnung (VStättV) – the Bavarian state regulations governing construction and operation of places of public assembly – are not or cannot be observed. The event manager shall be supported by a contact person who is named by the operator.

7. Non-compliance with the duties and obligations which are incumbent upon the customer and the organizer according to the present Terms and Conditions may lead to restriction or cancellation of the event.

§ 4 Subject of contract

1. The provision of the place of assembly and spaces and rooms for events shall be effected on the basis of the escape routes and

seating plans approved by the authorities, with a fixed visitor capacity and for the purpose indicated by the event organizer. If no specifications are made about visitor capacities, the customer may inspect the approved plans of emergency access routes and seating at any time, stating that the inspection is for purposes of event planning. The customer shall ensure for any given event that the number of tickets in circulation and the number of visitors admitted is on no account greater than the number of seats/spaces indicated in the approved plan of emergency escape routes and seating.

2. Alterations to the rented halls, rooms, spaces and installations, including modifications of emergency escape routes and seating plans and setting up of additional structures and installations shall only be effected with the express written permission of the operator and upon presentation of any official authorization which may be required. The duration, cost, and risk of the authorization procedure shall be the full responsibility of the customer.

3. In so far as the customer does not exclusively rent the entire place of assembly, the customer does not have the right to exclusive use of entrances and exits, foyer areas and functional areas such as toilets, cloakrooms and outdoor spaces. The customer must tolerate shared use of these areas by other customers and their visitors and by the operator. If multiple events are taking place simultaneously at the place of assembly, each customer shall behave in such a way that there is no mutual interference with another event which is taking place at the same time. The customer has no contractual entitlement to have another customer's event restricted.

4. The operator shall have the right to enter the halls/rooms/spaces provided to the customer during the set-up or dismantling phase or during the event itself for safety or operational reasons.

§ 5 User fees, operating costs, additional costs, security deposits

1. The agreed fees are derived from the contract, from an overview of costs and services which is attached to the contract and from the operator's cost guidelines. Unless explicitly agreed otherwise, all agreed fees are to be understood as subject to VAT at the statutory rate as applicable at the time the services are provided.

2. The information on the services and fees is based upon the current status of event planning. If the customer alters the plans for an event, the fees will be modified accordingly.

3. All building installations and equipment and all technical

equipment ordered by the customer from the operator for an event shall as a general principle only be connected and operated by the operator's technical personnel or by the operator's technical service partners. All costs incurred through the presence and deployment of technical personnel shall be paid by the customer.

4. Setup and dismantling of stage, studio and lighting fixtures and equipment takes place at the expense of the customer in accordance with § 40 of the Bayer-ische Versammlungsstättenverordnung (VStättV) (see above). Details on ordering and on attendance requirements shall be taken from the Safety Regulations for Events.

5. The scope of any external services that may be required such as fire and medical services and security personnel depends on the type of event, the number of attendees and the event-specific risks that apply in the particular case. The costs incurred through the presence and deployment of such services shall be borne by the customer.

6. Unless otherwise agreed in the event contract, the customer shall pay the fees agreed in the event contract including additional costs and costs for work and services four (4) weeks prior to the scheduled date of the event. In the case of rentals at short notice, the customer shall make payment within seven (7) days of the invoice being issued. In cases of failure to comply with the specified deadline for payment, default interest may be payable on arrears in the amount prescribed by legal provisions. The operator reserves the right to furnish proof that a higher loss has been incurred.

7. If there is any material damage to the rooms, spaces and facilities provided for use, the operator shall be entitled to ask for a down payment from the customer of up to three times the amount of the user fee.

8. To effect full settlement of an event, a final invoice shall be issued after the event has taken place based on the services commissioned and rendered as well as the operating costs and any additional costs. Any advance payments, security deposits or admission fees received by the operator shall be offset against the final invoice.

§ 6 Handover and return, conditions of rooms and spaces

1. On provision of the place of assembly or the rented rooms and spaces, the organizer shall be obliged at the request of the operator to visit and inspect the rental object including the technical facilities, emergency exits and emergency escape routes. If the



operator requires the customer/organizer to appoint an event manager, the event manager shall participate in the inspection of the leased premises at the operator's request in order to familiarize himself or herself with the place of assembly.

2. If the customer/organizer discovers any defects or damages to the rental object, these should be reported immediately to the operator in writing. Both sides can demand a handover document to be drawn up in order to record the condition of the object as well as any defects or damages.

3. No modifications shall be made to rooms without the prior consent of the operator. This also applies to all furniture and furnishings.

4. The extent of the heating, air-conditioning and ventilation required depends on the requisite needs of the specific case and is determined and regulated by personnel working for the operator.

5. If the customer/organizer intends to use musical instruments which belong to the operator, these instruments shall only be tuned by personnel commissioned by the operator. The costs incurred shall be charged to the customer/organizer.

6. Objects, structures, decorations and similar items brought into the premises during the term of use by the customer/organizer or by third parties acting on their behalf must be removed by the customer/organizer by the agreed end of the term of use, without leaving any residue, and the original condition of the premises must be restored. Once the term of use has expired, these objects may be removed at the expense of the customer/organizer.

§ 7 Gastronomy, merchandising

1. The customer shall principally not be entitled to supply food, beverages, tobacco products or the like on the premises or at the place of assembly either directly or through a third party, nor is the customer entitled to bring the same/above into the premises. Gastronomy services at the place of assembly shall be provided exclusively by Fürstenfelder Gastronomie und Hotel GmbH.

2. The type and scope of any catering services required shall be arranged between the customer and Fürstenfelder Gastronomie und Hotel GmbH prior to the event. This shall be done in a timely manner and the customer will also provide information on the anticipated number of attendees (phone: +49(0)8141/88875-401, www.fuerstenfelder.com).

3. The operator shall be notified of any merchandising activities (sales and/or transfer of music recordings, books, clothing and so

on) in a timely manner. The operator shall instruct the customer on which facilities/sites to use for merchandising. The operator shall be entitled to charge an appropriate merchandising fee.

§ 8 Cloakroom, toilets

1. The operator shall be responsible for management of the visitor cloakrooms and toilets. An appropriate fee can be charged for the use of these facilities. Management of the facilities can be delegated to a third party.

2. The customer/organizer shall undertake to notify guests about the cloakroom facilities for depositing coats, umbrellas and so on.

§ 9 Admission tickets

1. Admission tickets shall provide a description of the event stating exactly where it will take place, the date and time of the event and when the doors open, the name of the organizer, the price of the ticket and the allocated seat.

2. When ticket sales start for an event, the customer/organizer shall provide the operator with four complimentary, category one (1) tickets.

3. Admission tickets and programmes shall only be sold by establishments designated by the operator.

4. The customer/organizer shall commit to using the RESERVIX booking office for advance ticket sales for all public auditorium events, and also provide the main booking offices in Fürstenfeldbruck with a sufficient allocation of tickets. Exceptions to this rule are only permitted with the express approval of the operator.

§ 10 Advertising and promotional activities

1. Advertising an event shall be the sole responsibility of the customer. All types of advertising activities in the grounds or in the rooms of the place of assembly require the prior consent of the operator. This also applies to promotional activities. The customer must notify the operator in writing of any planned promotional activities and both parties must agree on the type, scope and costs as well as any safety requirements.

2. The operator is under no obligation to remove advertising material already present on the premises, even if such material is in competition with objects covered by the organizer's advertising measures. Covering of existing advertising spaces by the organizer shall be allowed only with the permission of the operator.



3. The operator shall be entitled to advertise their own events (for example, by distributing promotional material on seats or displaying posters). This shall not require separate coordination/permission.

4. All advertising measures and all publications shall indicate in a clear and unambiguous manner that it is the customer/organizer who is staging the event and not the operator.

§ 11 Audio and visual recordings

1. Audio, visual and other recordings and transmissions of all types (via radio, TV, internet, loudspeakers and so on) shall require the written approval of the operator as well as the consent of the originators and holders of ancillary copyrights.

2. For the purposes of timely media coverage, members of the press, radio and television and other media shall be admitted in compliance with the valid safety regulations and the seating plan. The operator shall be informed about any planned media coverage in good time prior to the event.

3. Unless the customer objects in writing, the operator shall have the right to produce or have other parties produce audio and visual recordings of event sequences or of objects exhibited or utilized therein for purposes of documentation or for its own publications.

§ 12 GEMA fees

The customer/organizer shall be solely responsible for the timely registration with GEMA of works which are subject to GEMA fees (GEMA = society for musical performing and mechanical reproduction rights) and timely payment of GEMA fees. The operator shall be entitled to request, prior to the event, written verification from the organizer that the event has been registered with GEMA, written verification that the due fees have been paid to GEMA and /or written verification that an invoice has been submitted to the organizer by GEMA. If the customer/organizer is unable or unwilling to provide such verification, the operator shall be entitled to demand a security payment from the organizer for the amount of the anticipated GEMA fees.

§ 13 Official permits and statutory reporting obligations

1. In the context of the event, the customer/organizer is required to satisfy all reporting obligations required by the authorities or stipulated by law, obtain any permits and authorizations that may be necessary (unless otherwise specified in the present Terms and Conditions for Events), and implement orders, conditions, and

specific terms imposed by the authorities.

2. The customer/organizer shall be obliged to comply with the relevant regulations applicable at the time of the event, particularly with the provisions stipulated by the regulations governing the construction and operation of places of public assembly (Versammlungsstättenverordnung), the occupational health and safety act (Arbeitsschutzgesetz), the act on working hours (Arbeitszeitgesetz), the trade, commerce and industry regulation act (Gewerbeordnung), the youth protection act (Jugendschutzgesetz) and the accident prevention regulations of the employers' liability insurance associations (Berufsgenossenschaften).

3. The customer/organizer shall be liable for fees and taxes incurred as a result of conducting the event. Value-added tax on all income generated by the event (through ticket sales, programme sales and so on) shall be paid by the customer/organizer. Any social insurance contributions that are due for performing artists shall be paid by the customer/organizer to the KSK (social insurance fund for artists) in a timely manner.

§ 14 Liability of the customer

1. In accordance with legal regulations, customers shall be liable for any damage caused in connection with the event by themselves or their assistants and vicarious agents, by the organizer, guests or other third parties. This also applies in the case that the customer is not liable for the selection of its vicarious agents.

2. The customer shall exclude the operator from all third-party claims made in connection with the event in so far as the customer or the customer's assistants and vicarious agents, guests or visitors may be held responsible. This obligation of indemnification also extends to administrative fines imposed by the authorities and to administrative offences (due to disturbing the peace, blockage of emergency escape routes, violation of maximum allowed number of visitors, failure to comply with smoking bans) that may be imposed upon the operator of the place of assembly in connection with the event.

3. The customer irrevocably releases the operator from any claims made by third parties arising as a result of any circumstance in which the event or advertising for the event violates or infringes rights of third parties (particularly copyrights, rights to the use of names and images, trademark rights, competition law and personal rights) or violates other legal regulations. This release also applies to any costs that may arise in connection with penalties, court fees or legal expenses.



4. The customer shall be obliged to take out liability insurance for event organizers that provides the following coverage:

- A minimum of five (5) million euros for personal injury and material damages related to the event
- A minimum of one (1) million euros for financial losses related to the event.

A certificate of insurance shall be submitted at the request of the operator.

§ 15 Liability of the operator

1. Strict liability on the part of the operator for payment of damages for incipient defects in the hired halls/rooms/spaces shall be excluded.

2. A reduction of fees due to defects shall only be considered if the operator has been notified of the intention during the respective rental period.

3. The operator's liability for ordinary negligence shall be excluded in as much as no serious breach of contract is involved.

4. In the event of violation of fundamental contractual obligations, the obligation of the operator to render damages for instances of ordinary negligence is limited to foreseeable, direct average damage that is typical for this type of agreement.

5. The operator shall not be liable for any damages incurred as a result of measures instituted in order to maintain safety and order. If there is a misjudgement of risks leading to limitation, cancellation or abandonment of the event following the instructions of the operator, the operator is not liable for instances of ordinary negligence.

6. The operator does not accept any liability for loss of objects, equipment, structures or other valuables brought in the venue by the customer or on behalf of the customer by third parties or by visitors unless the operator has undertaken to safeguard such items against payment of fee. At the customer's request, the operator shall provide a special surveillance service against reimbursement of the costs.

7. If liability is excluded or limited under the present Terms and Conditions for Events, this also applies to the liability of the operator's assistants and vicarious agents. The operator and the customer shall be liable for faults on the part of their vicarious agents without the possibility of exemption from blame due to inappropriate selection.

8. The above exclusions and limitations of liability do not apply to culpable injury to life, body or health, or in the case of express warranty regarding characteristics.

§ 16 Withdrawal, termination of contract by operator

1. After setting a period of rectification including a warning of possible contract termination, the operator shall be entitled to withdraw from the contract in the event of violation of essential contractual obligations, in particular if:

a) The customer does not meet the payment obligations in due time (agreed contractual costs, additional costs, security deposit)

b) The event could cause a disturbance to public order and safety or damage the town's reputation

c) The organizer has not submitted the official approvals or permits required to conduct to the event

d) The purpose of use as designated in the contract is substantially altered

e) The customer has failed to notify the operator when the contract was concluded, particularly regarding the intended use of the rooms provided, that the event is being held by, or on behalf of, a political party or a religious or pseudo-religious association

f) There are violations by the customer against statutory regulations, particularly regarding the operation of a place of public assembly, or against official requirements and instructions

g) The customer fails to comply with statutory and official obligations – only in as far as these pertain to the event – or contractual obligations regarding reporting, notification and payment duties towards the operator, authorities, fire department, medical and emergency services or GEMA

h) Insolvency proceedings have been opened with respect to the customer's assets, or an application for the initiation of insolvency proceedings has been rejected due to lack of sufficient assets.

2. If the operator makes use of the right of withdrawal for one of the reasons set out in § 16 numbers 1 a) to h), the operator still retains the right to claim payment of the agreed fees, but must offset any saved expenses.

3. If the customer is an agency, the operator and the agency shall have a special right of termination in the event that the client (event organizer) withdraws the mandate from the agency or terminates the mandate. The special right of termination can only be exercised if the client of the agency assumes all rights and



obligations from the existing contract with the operator.

§ 17 Cancellation/Non-conduct of an event

If the customer does not hold the event for a reason for which the operator may not be held responsible, the hirer shall be liable to pay compensation to the operator. Upon receipt of a notice of contract termination, the following cancellation notice charges apply as a percentage of the rental fee and additional costs as stipulated in the contract:

- Cancellation up to 12 months prior to the start of the event: 20 %
- Cancellation up to 9 months prior to the start of the event: 35 %
- Cancellation up to 4 months prior to the start of the event: 50 %
- Cancellation up to 2 months prior to the start of the event: 75 %
- Cancellation less than 2 months prior to the start of the event: 100 %

2. A cancellation on the part of the customer/organizer shall be made in writing. However, the customer/organizer shall have the right to prove that there has been no loss incurred or that the incurred loss is less than the flat rate. If the operator has incurred a greater loss than covered by the flat rate, the operator can demand an appropriate amount of compensation. The obligation to provide evidence lies with the operator in this case.

§ 18 Force majeure

1. If the event cannot take place due to a force majeure circumstance, each contracting party shall be liable for their own expenses up to that point. The customer undertakes to reimburse the operator for any costs it has paid in advance on behalf of the customer and which are contractually due for reimbursement.

2. If the event cannot be held due to a general ruling, a prohibition order or due to an official order which includes the period of the planned event date, both contracting parties are entitled to withdraw from the contract.

3. The failure of individual artists to appear or the late arrival of one or more participants as well as bad weather, including ice, snow and storms, is on no account covered by the term "force majeure".

§ 19 House rules

1. The operator and persons engaged by the operator will have property owner's rights over the customer/organizer, visitors and third parties for the duration of the contractual relationship.

2. Besides the operator, the customer/organizer and the desig-

nated event manager shall be entitled to enforce the rules of the house within the halls, rooms and spaces provided to the extent required to conduct the event safely. The customer/organizer and the event manager are obliged to ensure, within the hired area, that the event is held in a safe and orderly fashion. They undertake to ensure that visitors to an event comply with the rules of the house. In the event of a breach of the house rules, they shall take appropriate measures to prevent further violations.

3. Persons authorized by the operator shall at all times be granted free access all rooms and spaces used for an event if necessary for the purposes of exercising the rights of the property owner/ implementing the house rules.

§ 20 Abandonment of an event

In the event of a culpable breach against essential contractual obligations, safety regulations and in particularly dangerous situations, the operator is entitled to demand that the object of the contract be vacated and surrendered immediately by the customer/organizer. If the customer/organizer fails to comply with a demand such as this, the operator reserves the right to evacuate the place of assembly at the organizer's own expense and risk. The customer/organizer is still obliged to pay the full fee in this case.

§ 21 Data collection, processing and usage

In order to fulfil the contractually agreed business purposes, personal data is collected, processed and utilized. As part of the business relationship, the operator regularly transmits specific information to contractual partners before and after the event. If customers are not in agreement, they can object to the sending of such information either by deleting this paragraph or at any time later.

§ 22 Offset and retention rights

The customer shall only be entitled to exercise offset and retention rights against the operator if such counterclaims are legally binding, undisputed and acknowledged by the operator.

§ 23 Place of performance, applicable law, place of jurisdiction

1. The place of performance for all claims arising from the contract is Fürstenfeldbruck.

2. The law of the Federal Republic of Germany shall apply.

3. In so far as the customer is a company or does not have a general place of jurisdiction in Germany, Fürstenfeldbruck shall be the exclusive place of jurisdiction for all disputes arising from or in connection with this contract.

§ 24 Final clause

If individual clauses in the Terms and Conditions for Events (or in the Safety Regulations for Events) are or become invalid, this shall not affect the validity of the other provisions in the contract. In a case such as this, the invalid provision shall be supplemented or amended in such a way that its intended purpose is achieved to the greatest extent possible.

This is a courtesy translation into English. Note that only the original German version of the text is legally binding.

