

GENERAL TERMS OF HIRE

§ 1 Conclusion of the Contract

1. By signing the contract the following terms are deemed to have been approved. They apply for the period of hire as well as for the actual length of time for which the hired property is used.

2. Written or verbally submitted dates are binding for both the Lessee and the Hirer. Hiring the facilities only becomes legally effective once the written hire agreement has been signed by both parties.

§ 2 Subject Matter of the Agreement

1. The subject matter of the agreement comprises of the rooms, exhibition areas, articles and facilities of the entire building identified in the hire agreement or in the event procedures (schedule). The event procedures (schedule) are a fundamental part of this contract.

2. The rooms, exhibition areas, articles and facilities listed in the hire agreement or in the event procedures (schedule) are provided to the Lessee in the described form and layout as well as in an orderly state for the agreed event purpose and for the duration of the period of hire.

§ 3 Legal Relationships

1. The Lessee named in the hire agreement is regarded as the organiser of the event to be held.

2. No business partnership between the two parties is established as a result of the hire agreement.

3. The Lessee (event organiser) is to declare on all printed material that a legal relationship is established between event visitors and the Lessee, and not between the visitors and the Hirer.

§ 4 Period of Hire

1. The period of hire is determined in the hire agreement.

2. The hired premises are hired only for the agreed time stated in the hire agreement. Changes to the period of hire may, if applicable, give rise to additional claims by the Hirer or third parties.

§ 5 Purpose of the Event / Utilisation Obligations

1. The purpose and description of the event or the combination of events is to be specifically stated in the hire agreement. The hired rooms and areas may only be used for the purpose defined in the hire agreement.

2. Intended changes of use, changes to the purpose of the event or the type of event are to be conveyed to the Hirer immediately and may only be implemented if written approval is given.

3. If, upon execution of the agreement, significant deviations arise between the submitted event programme and the specifications (e.g. concerning the purpose or description of the event), the Hirer is entitled to cancel the hire agreement. Claims by the Lessee will not be considered.

§ 6 Rental Charge/ Settlement Date

1. The agreed hire charge, ancillary costs and other occurring costs arise from the preliminary cost report in accordance with the current status, which, like these terms of hire, is a major part of the hire agreement. The rates charged will correspond to the Hirer's price list valid at the time of the event.

2. The instalment or advanced payments detailed in the hire agreement are to be paid by the stated settlement date. If payment of the instalment or advanced payments, according to the terms of the hire agreement, is not carried out by the Lessee, the Hirer reserves the right to prevent the hiring of the premises until payment has been received.

3. After the event a full invoice will be raised. The invoiced amount is to be credited without deductions and within 14 days of issue to one of the bank accounts of the Kongresshaus Baden-Baden Betriebsgesellschaft mbH.

4. If payment is delayed, interest will be charged at 2% over the respective base lending rate of European Central Bank.

5. The Lessee is entitled only to set-off rights from the existing contractual relationship if the Lessee's counterclaims are legally binding, undisputed or recognised by the Hirer.

§ 7 Cancellation by the Lessee

1. If the Lessee fails to hold the event on the agreed date due to reasons not supported by the Hirer, or withdraws from the contract or cancels it, without, in this instance, being entitled to an individually agreed or mandatory legal right, the Lessee is obliged to pay cancellation damages.

On notification of the cancellation this amounts to:

up to 12 months before the event	30%
up to 6 months before the event	50%
up to 3 months before the event	75%
after	90%

of the agreed fees, unless the landlord proves the occurrence of higher default damage in individual cases. This rule also applies to partial cancellations.

2. If it proves impossible to hold the contractually agreed event by reason of force majeure, each contractual partner is to bear their own costs incurred up to that point in time.

3. If additions or changes to the contract are agreed as part of the execution of the contract, the written form requirement is deemed to have been complied with if the respective declaration is transmitted in electronic form, by fax or email and confirmed by the other party. Verbal orders must be confirmed in writing by the organizer immediately. The delivery and construction of media and event technology facilities can also be confirmed by handover protocol or delivery note.

4. Verbal or written reservations and appointment options only hold the option to conclude a contract and are therefore non-binding. They end upon expiry of the confirmation period specified in the reservation or option, without the need to notify the holder of the option. Reservations and options are not transferable to third parties.

5. If the Hirer has made outlays in advance on behalf of the Lessee, the Lessee is obliged to reimburse these costs.

§ 8 Cancellation by the Hirer

1. The Hirer, irrespective of more inclusive rights, is entitled to withdraw from the contract or terminate the contract without notice if:

a) the Lessee is in default of due payment obligations according to § 6 or breaches fundamental terms in this contract

b) the Lessee changes the purpose of the event without agreement by the Hirer

c) it is feared by the Hirer, after the conclusion of the contract, that circumstances may arise during the running of the event that may breach public safety, or threaten personal injury or damage to property, or damage the reputation of the town of Baden-Baden

d) the official permits and approvals necessary for the event have not been presented

e) the event breaches any valid legislation

f) the hired rooms and event areas cannot be made available as a result of force majeure.

g) when the contract was concluded, in particular when stating the purpose of use or event content in the contract, the organizer did not disclose that the event was carried out by or for a "radical political or sham religious" association.

2. If the Hirer makes use of his right of withdrawal, the Lessee is neither entitled to damages nor reimbursement of his expenses or lost profits.

If the Hirer has made outlays in advance on behalf of the Lessee, which according to the contract are to be refunded, the Lessee is obliged, in all cases, to reimburse these expenses to the Hirer.

3. If the contractually defined event cannot take place due to force majeure, each contracting partner will bear their own costs incurred up to this point. If the Hirer has made outlays in advance on behalf of the Lessee, which according to the contract are to be refunded, the Lessee is obliged, in all cases, to reimburse these expenses to the Hirer.

§ 9 Condition of the Hired Property

1. The Lessee has to make an immediate claim during handover against any recognisable faults, or defects deemed by the Lessee to be faults, to the hired property.

2. If the Lessee submits no objections during the handover of the hired property, it is deemed that the hire property has been handed over in a faultless condition. Subsequent objections cannot be claimed against.

3. Changes to the hired property, fixtures and installations as well as to the mounting of decorations, signs and posters require the prior consent of the Hirer.

4. The Lessee is obliged to remove all self-brought objects by the end of the period of hire and to return the hired rooms and areas to their original condition.

§ 10 Approval of the Event Procedures

1. In the interest of achieving a well prepared and well executed event the Lessee is obliged, within good time, meaning at the latest six weeks prior to the start of the event, to present the Hirer with the programme of the intended event and to inform the Hirer in writing of details of the preparation work necessary for the event.

§ 11 Official Permits and Notification Obligations

1. The Lessee, in accordance with the applicable regulations for the event in question, has to secure in good time the necessary permits, licenses, and registrations and to comply with the imposed official obligations at the Lessee's own expense.

2. All fixtures have to be safe and fireproof, must correspond with the building and fire protection regulations and remain in this condition for the duration of the event. Obtaining the necessary building inspection and fire protection licences is the sole responsibility of the Lessee. All licensing requirements are to be complied with at the expense of the Lessee.

3. The Lessee has to prove to the Hirer prior to the start of the event that they have complied with these obligations.

§ 12 Legal Provisions and Safety Regulations

1. All police, fire and public order regulations that apply to the event facilities have to be observed exactly. This does not only

apply to the event itself, but also to the set-up and disassembly days.

2. Emergency exits and escape routes must not be blocked and are to remain free at all times.

3. The Lessee is responsible, after consultation with the Hirer, for the employment of police, fire ambulance services. The Lessee is to bear any arising costs.

4. The Lessee is expressly advised to observe The Protection of Young Persons Act (Jugendschutzgesetz), the Baden-Württemberg Meeting Place Regulations (Versammlungsstättenverordnung), trade laws, etc.

§ 13 House Rules

1. The Hirer exercises domiciliary rights in all rooms throughout the complex, as long as the Lessee is not entitled by law to this right.

2. The orders of the Hirer's personnel are to be followed implicitly. In other instances the written rules of the house are to be referred to.

§ 14 Public Order and Safety Personnel

1. An admission and public order service that satisfies the circumstances and safety regulations is necessary for the duration of use of the hired property or the period of hire. This service will be provided or arranged for solely by the Hirer.

2. The rates set for the admission and public order service comply with the valid price list and are to be paid for by the Lessee.

3. For the entire duration of the event, the Lessee is to name representatives and their deputies responsible for public order and safety. These persons must be available to the Hirer during the period of use.

§ 15 Subletting

1. Subletting by the Lessee is only permitted with the prior written consent of the Hirer.

2. The Lessee is entitled to sublet the exhibition areas to his or her exhibitors. The sub-lessee is bound to the conditions of the General Terms of Hire, the Guidelines for Trade Shows and Exhibitions and the House Rules.

§ 16 Event Risk

1. The Lessee bears the risk for the entire event and its smooth running, including the preparation and subsequent disassembly.

2. The Lessee bears the full responsibility for the running of the event, in particular with regard to maintaining peace and order and to complying with the safety regulations and the maximum number of permitted persons.

§ 17 Liability of the Hirer

1. The Hirer is liable only for providing the hired property in a suitable condition for the contracted use at the start of the period of use. The Lessee approves the fault-free condition of the premises by accepting handover.

2. Regarding the failing of certain facilities, breakdowns or other occurrences that affect the event, the Hirer is liable only if these occurrences are verifiable by him or are caused by his assistant intentionally or through gross negligent.

3. If the liability of the Hirer is excluded or limited, this also applies to the personnel liability of his employees and assistants.

4. If the Kongresshaus Baden-Baden or part of it is closed by an appropriate authority due to statutory regulations, the Hirer is not liable in such a case. If the closure is due to the Lessee not

observing the regulations, the total rental charge is still to be paid.

5. Action does not have to be taken by the Hirer if disruptions are caused by an industrial dispute.

§ 18 Liability of the Lessee

1. The Lessee has unlimited liability to the Hirer, in line with the statutory regulations and contractual agreements, for all property and personal damages including possible secondary damages, which were caused during the preparation, the carrying out and the handling of the event by the Lessee in person, the employees, the authorised persons, visitors and other third parties.

2. The Lessee is liable for all damages that result from the implementation of technical facilities and items brought by the Lessee, the Lessee's employees or suppliers.

3. The Lessee indemnifies the Kongresshaus Baden-Baden Betriebsgesellschaft mbH from any third party claims, which come into being in connection with the event. All liability of the Hirer regarding this is excluded.

4. Damages to the hired property have to be corrected by the Lessee during a period allocated by the Hirer and within 14 days of the Hirer's demand note. If the Lessee cannot comply on time with this commitment, the Hirer is entitled to commission the carrying out of the necessary work at the Lessee's expense. If, due to such damages or their necessary elimination, the next hire agreement of the exhibition rooms is impeded, the Lessee is liable for the resulting loss of hire charges.

§ 19 Insurance

1. The Lessee is obliged to take out the necessary insurance for the event. Proof of an event organiser liability insurance is to be given.

2. If the Lessee refrains from closing an insurance contract, the Lessee is liable for all damages that the insurance would have covered. The liability is also liable for such damages that the Lessee did not cause and/or did not represent.

§ 20 Contractors

1. The Lessee is obliged to commission the contractors of the Kongresshaus Baden-Baden Betriebsgesellschaft mbH for services within the Kongresshaus Baden-Baden.

2. If other firms are to be called upon, this requires the approval of the Hirer. The contractors of the Kongresshaus Baden-Baden Betriebsgesellschaft mbH are solely responsible for electricity supply, electrical installations, water, conference technologies, security, parking, and cleaning.

§ 21 Catering

1. All catering within the Kongresshaus Baden-Baden is the sole responsibility of the catering service that holds the tenancy agreement with the Hirer.

2. It is forbidden to bring your own food and drink and to consume this on the Kongresshaus premises.

3. The Lessee has no claim whatsoever to tenancy payments or other commission payments from the catering service during the event

§ 22 Other Conditions

1. The personal data of the Hirer's contractors is saved and processed corresponding to §§ 28 und 29 BDSG for the purpose of the respective contractual relationships.

2. The Lessee has to guarantee at all times free access to public events to visitors who possess a complimentary pass belonging to the Kongresshaus Baden-Baden Betriebsgesellschaft.

§ 23 Additional Agreements

1. Further additional agreements, alterations and supplements to the hire agreement must be presented in writing.

2. If individual clauses in this agreement should be or become ineffective, the validity of the remaining clauses will be unaffected. The ineffective clause is to be replaced by a valid regulation, which is as close as possible to the original clause's meaning and economic purpose.

§ 24 Place of Jurisdiction

The place of performance for this agreement is Baden-Baden. This agreement is governed by German Law.

Status 01.05.2020