

General Terms and Conditions

1. Scope and coverage

The following terms and conditions shall apply for events and functions carried out at the Erdinger Stadthalle. In particular they shall apply for the rental of spaces, rooms and halls, for services rendered relating to the event and for the provision of any equipment. The Erdinger Stadthalle (hereinafter called Venue) is run and marketed by Erdinger Stadthallen GmbH - Alois-Schießl-Platz 1 - 85435 Erding (hereinafter called the Operator).

2. Conclusion of the contract

- 2.1 All legally valid agreements negotiated with the Operator are subject to be made in writing. The contract shall be deemed valid on the condition that the Tenant returns the signed contractual offer to the Operator within the acceptance period (2 weeks) as stated in the contract. The Operator shall not be obliged to countersign.
- 2.2 In case event-related additions or alterations to the contract have to be made (see number 5 workflow), the written form requirement is deemed valid if said additions or alterations are submitted in electronic form or by fax, and confirmed by the Operator. Verbally made orders must be confirmed in writing by the Tenant (by e-mail or fax) immediately. The delivery and set-up of media or event-related equipment may also be confirmed by way of handover protocol (record sheet) or delivery note.
- 2.3 If the Tenant stages the event on behalf of a third party, the Operator must be informed about such third party prior to the conclusion of contract. The name of such third party will be stated in the contract by the Operator. The gratuitous transfer or subletting of the contractual object either in full or in part to a third party is subject to the express written approval by the Operator. The Operator may refrain from giving such approval without having to state any reasons for his decision.
- 2.4 Any reservations and options shall become void upon expiry of the acceptance period stated in the contract offer. The Operator is not obliged to give the Tenant any special notice thereof.
- 2.5 If an event is staged on more than one contracted date, this fact shall not grant any future rights whatsoever.

3. Subject matter of the contract

- 3.1 The letting of rooms and areas stated in the contract is subject to the contractually agreed purpose based on officially authorised seating plans and evacuation plans. Additional rooms and areas of the Venue which are not part of the contractual agreement may not be used. This also applies to the public area of Alois-Schießl-Platz, the forecourt of the Venue.
- 3.2 For the duration of the event the Tenant shall be granted a limited usage right of all general traffic areas, paths, toilets, cloakrooms, entrance areas. The Tenant must tolerate that other tenants are entitled to use these shared areas. If several events are staged at the location at the same time every tenant must endeavour to behave in such a manner as not to disturb any of the other events. The tenant has no legal right to claim restrictions to be made on other events staged by other tenants.
- 3.3 The Venue's functional areas such as workshop areas, storage rooms, side stages, technical premises and administrative offices are not part of the contract and may not be used by the Tenant unless contractual provisions are made in the contract or any attachments thereto. This also applies to all walls as well as areas outside of the location in particular concerning general traffic areas as well as entrance areas.
- 3.4 With his signature the Tenant confirms that the event will be staged in his own name. He carries the legal and economic risk of the event and is responsible for the subject matter and the schedule of the event, including all advance preparations and any follow-up processing. The Tenant's staff is obliged to identify on demand of the Operator to get access to the let rooms and areas as well as to stage and back-stage. The Tenant ensures that no unauthorised persons gain access to the Venue.
- 3.5 Any changing of the agreed designated use (event title / type of use) is subject to the prior written consent by the Operator. The Tenant is obliged to inform the Operator immediately in writing about any intention of changing the designated use. The use or rental of the Venue for staging party political promotion and propaganda or other events which due to their contents or participants are under observation by the domestic intelligence or national security is strictly excluded.
- 3.6 The Operator's staff members shall be authorised to access the let rooms and areas at any time in the course of their professional duties. The Operator shall be permitted to exercise the rules of the house at any time relating to the rooms and areas let. The instructions of the Operator's staff must be adhered to during the entire letting period. (Householder's rights)

4. Rental charges

- 4.1 The following services shall be included in the rental charges for rooms and areas: heating, ventilation, air conditioning, infrastructure, sanitary facilities, standard seating/table arrangements according to the agreed seating plan, house lights, final cleaning (basic cleaning of normal soiling).
- 4.2 The rooms and areas will be let to the Tenant only for the time period stipulated in the contract (including setup and dismantling times). Should the agreed time limits be exceeded, for example due to rehearsals or extra time for setup/dismantling, or should additional rooms or equipment be required the Operator's approval is mandatory. Any additional requirements may only be met if other events shall not be restricted by such. Should the tenant, his guests/exhibitors or contractors need earlier access to or extra time at the Venue, this is subject to prior approval by the Operator. Any additional hours, additional rooms or areas and additional equipment will be charged to the Tenant according to the currently valid price list during the contract period.

5. Event workflow and schedule

- 5.1 The time schedule of the planned event shall be deemed to be an integral part of the contract. It supplements and specifies the services as stipulated in the contract and is furthermore regarded as a contractual basis for invoicing of the event services.
- 5.2 10 days prior to the event the Tenant must confirm the setup date with the Operator. The workflow must list in detail all rented rooms, fittings, technical equipment and other services as well as an exact time schedule and competences. The determination of the exact seating or floor plan shall be subject to the Operator's approval. The official permit for pyrotechnics, the use of open fire, gas, spirit or smoke machines must be produced to the Operator. The Tenant shall bear any relevant charges. The Tenant must appoint an authorised representative as his „responsible representative“, who shall be present for the entire duration of the event. In case any external technical equipment shall be set up by the Tenant, the Tenant must provide a technician to control and supervise such setup and dismantling.
- 5.3 Workflow changes are acceptable until 2 working days prior to setup date. If the Tenant does not inform about such changes within this deadline, the previous version of the workflow is deemed valid. After this deadline the Operator shall not be in a position to guarantee that such changes may be implemented. The Tenant shall then be liable for any possible deficiencies in the workflow.
- 5.4 After expiration of said deadline any changes to the agreed workflow which may still be implemented, for example change of seating plan, ordering additional fittings, technical equipment or extra services, a surcharge of 10% shall be due on the relevant rental fees listed in the currently valid price list.

6. Takeover of the rented premises

- 6.1 If no complaints are made by the Tenant or companies designated upon takeover of the rented premises (rooms, areas, technical equipment, etc.), the Venue is deemed to have been let in perfect condition unless concealed defects are detected. If upon takeover the Tenant reports pre-existing damages to the Operator these must be listed in writing and will be taken into consideration in the final settlement at the end of the rental period. Either party is entitled to request a written handover certificate. Should the Tenant detect defects at a later stage or if he or his visitors cause damages he must immediately inform the Operator about such deficiencies.
- 6.2 Structural modifications, fixtures or decoration may only be installed in the rental property with prior written consent by the Operator. It is not permitted to hammer nails, screw dowels or plaster walls, pillars, ceilings, doors and floors. Advertising which had previously been installed by the Operator or third parties must not be covered up or removed unless prior special arrangements were made in writing.

General Terms and Conditions

- 6.3 Rooms, fixtures and fittings, technical equipment, keys, etc. must be returned in mint condition. Any necessary repairs, replacements or restoration of the original state will be carried out at the Tenant's expense. Should the soiling be beyond the normal level and special cleaning or additional waste disposal is required the cost for time and material will be an extra charge for the Tenant.
- 6.4 Equipment relating to building and supply technology, owned the Operator, may only be handled by the Operator's staff unless prior special arrangements were made in writing.
- 7 Use of non in-house technical equipment, decoration or other services**
- 7.1 Technical event equipment (lighting, sound, audio, video, wireless LAN, etc.) shall be provided by the Operator or his service partners and available for exclusive use for every event. The Tenant is not entitled to bring outside equipment into the venue or remove pre-installed equipment from the premises. This also applies for other services (staff, flowers, etc.). Should the required fixtures and fittings not be available in-house, first and foremost the Operator is entitled to order such services from of his own authorised suppliers. Any exceptions are subject to the Operator's express written consent. In such cases the brought-in equipment must verifiably comply with the generally recognised rules of technology regarding safety and functionality, feature a CE certification and in particular fulfil all requirements of the VStättV and the accident prevention regulations DGUV-V 1, DGUV-V 173, DGUV-V 54 (formerly UVV BGV A3, BGV C1, BGV D8).
- 7.2 Fixtures and fitting or decoration brought in by the Tenant or his service partners with the Operator's approval as well as other objects, documents and advertising material must be removed from the Venue entirely at the end of the rental period. Otherwise the Operator is entitled to remove such objects. In case of a special arrangement a limited amount of objects may be stored in provided storage rooms.
- 8. Legal conditions of use, safety and fire protection requirements**
- 8.1. The event is subject to the compliance with all legal requirements, in particular with the VStättV (Regulations of Places of Assembly), the accident prevention regulations of the Deutschen Gesetzlichen Unfallversicherung (DGUV), the trade regulations, the Children and Young Persons Act, the Public Holiday Act, Non Smoker's Protection Act in their current form. The Tenant must furthermore comply with: the mandatory statutory directives regarding the maximum permitted number of visitors and the assembly of seats, stalls and podiums according to the approved seating plan, ensuring free access to the escape routes and emergency exits as well as the fire protection systems and electrical facilities (fire extinguishers, smoke detectors, lighting, heating and ventilation facilities, etc.), and also the no-parking zones within the proximity of the Venue, particularly the zones for fire brigade access as well as loading ramps. The Tenant is also solely responsible for observing the legal smoking ban as well as the noise protection regulations. Emergency exit doors must not be obstructed at any time. Any misapplication is strictly not prohibited. Material used for event decorations and curtains must be of low flammability, (according to DIN 4102 minimum B1 respectively EN 13501-1 at least class B/C s1 d0). The Operator is entitled to request the Tenant to provide applicable certificates regarding low flammability. Any flammable material including packaging must be removed from the Venue immediately.
- 8.2. Depending on the nature of the event and the amount of technical equipment and fixtures and fittings, the number of qualified technicians as well as the number of front of house staff and supervision staff necessary for the event will be determined in accordance with the stipulations featured in § 40 of VStättV (Regulations of Places of Assembly). The Tenant must bear the charges for the necessary staff the Operator has to provide according to the nature of the event.
- 8.3 Should an event take place at the Venue which involves the display of motor vehicles or technical installations, the Tenant is solely responsible to insure possible risks such as theft, vandalism, damages and burglary. Furthermore when displaying motor vehicles he must comply with the fire prevention regulations regarding the tank filling, battery and car keys. The maximum permissible floor loading at the Venue and certain surrounding areas at Alois-Schieß-Platz must be adhered to.
- 8.4 Should the Tenant plan to use laser systems he must inform the health and safety authority and collaborate with them. Health and safety regulations regarding artificial optical radiation 2006/25 EG/ OStrV, of DIN EN 60825-1, DIN EN 12254 and for show lasers DIN 56912 must be complied with. The equipment of the categories 3R, 3B or 4 must be tested for their technical safety by a publicly appointed and sworn expert before they may be used.
- 8.5 An automatic fire alarm system has been installed at the Venue which when triggered alarms the fire brigade immediately. Independent of the duty to obtain official permits the Operator must be informed in advance about the use of torches, candles, open fire, heat, strong dust formation, smoke machines, etc. in order for him to deal with the necessary clearing. Should a false alarm be caused due to the Tenant's breach of the disclosure obligation the Tenant will bear all costs related to this incident.
- 8.6 The positioning of exhibition and trade fair stands in the Venue must be depicted in a separate map (scale 1:200) which the Tenant must submit to the Office of Public Order at least 14 days prior to setup date. An official permit may be necessary and any fee of such permit will be charged to the Tenant. This also applies for sales events and fairs taking place on Sundays or public holidays and where items are sold. Furthermore it applies for events with certificates of exemption which may take place on so-called days of silence. The Operator is not responsible for obtaining such necessary permits, he is however entitled to request proof of permission from the Tenant.
- 8.7 The Tenant is responsible for the due registration of the event with the performing rights society GEMA - Gesellschaft für musikalische Aufführungs- und mechanische Vervielfältigungsrechte -, with the GVL - Gesellschaft zur Verwertung von Leistungsschutzrechten mbH - and with the Künstlersozialkasse (artists' social security insurance) at his own expense. The Operator is entitled to request written proof of registration from the Tenant well in advance of the event. Should the Tenant not be in a position to or not willing to produce such proof the Operator is entitled to make the Tenant pay an additional security deposit in the amount of the anticipated respective fees.
- 9. Catering, cloakrooms**
- 9.1 The Operator and his authorised catering company have the sole right to supply the catering for public and non public events. The Tenant is not entitled to bring in food, drinks, tobacco or such like from external suppliers. Individual agreement have to be negotiated directly with the catering company (except for interval catering).
- 9.2 Further professional activities, in particular the sale of sound recordings or dvds and other event-related items, on the forecourt or inside of the Venue which have no relevance to the staging of the event are subject to the Operator's prior written approval. The Operator reserves the right to charge additional fees for such activities.
- 9.3 The Operator or one of his contracted service partners are solely entitled to provide the cloakroom staff at public events. The users of such service must pay a cloakroom fee customary for the area the Venue is situated. The Tenant has no right to claim payment or an offsetting of any such revenues. At non public events a special price for cloakroom staff may be agreed with the Tenant.
- 9.4 If the Operator should not intend to open the cloakrooms, the Tenant is entitled to ask the cloakrooms to be staffed at his own expense. Should no such arrangements have been made the Tenant will be solely liable for any lost property resulting thereof, unless he points a liability disclaimer out to his guests.
- 10. Events requiring ticket sales**
- 10.1 Should tickets need to be sold for the event the Operator must be informed prior to signing of the contract or if applicable immediately after the decision to sell tickets has been taken. Any additional expenses for such belated notification will be charged to the Tenant.
- 10.2 Advance ticket sales are subject to be handled by the Operator's in-house ticketing system (currently CTS Eventim Inhouse). Special agreements and terms and conditions apply. The sale of printed tickets for semi-public events, for example events for schools or associations are subject to the prior written consent of the operator. The approved seating plan including the names of the rooms, levels, rows, table and seat numbers must be adhered to. The Operator shall be entitled to refuse access to the Venue if a guest is not in possession of a valid ticket.
- 11. Advertising; copyright on sound and images**
- 11.1 Sound and video recordings during the event must be agreed upon with the Operator in advance.

General Terms and Conditions

- 11.2 The Operator shall be entitled to publicise the event and the nature thereof as stated in the contract. The Tenant shall be named as promoter of such event in all online and print publications. Should the title or content of the event change, the Operator must be informed immediately in order to attempt to include these changes in any further advertising if possible.
- 11.3 The Tenant shall irrevocably release the Operator from any third party claims which may result from the event or any advertising for the event (in particular copyright, rights to images and names, trademark rights, competition law, personal rights) or other violations against legal requirements. This obligation of indemnification also includes any possible charges for warnings, court fees and judicial prosecution costs.
- 11.4 Upon request the Operator shall provide the promoter with copyright-free photo material of the Venue for use of his advertising of the event. This also includes the current Venue logo, however it is not permitted to make any alterations to the form/layout of it. The Tenant has to ensure that the Venue exclusively is named as "Stadthalle Erding". The using of the term "Erdinger" is strictly prohibited for all kind of event announcements or marketing.
- 11.5 The Operator is in a position to provide additional advertising services subject to an extra charge (advertising contract).
- 11.6 The Operator is entitled to produce or have photo material of the event produced for advertising purposes on his own website as long as the Tenant does not expressly object.
- 11.7 In accordance with the currently valid regulations, the City of Erding will punish any fly posting as an infringement. A fine plus the charges incurred to remove such posters shall be due.
- 12. Wireless LAN; external data carriers**
- 12.1 The Tenant has no permission to install his own wireless LAN networks or put into operation any wireless LAN access points. The use of external data carriers or devices (USB flash drive, CD, DVD, tablets, smartphones, etc) is only permitted if agreed with the Operator. Possible damages or claims for indemnification due to defective data carriers or mobile devices will be charged to the Tenant.
- 12.2 Tenants who use the Venue's (LAN or wireless LAN) network or offer it to their guests as a service are subject to the statutory regulations on data protection. The improper use (copyright infringement, unauthorised access/theft of protected data, distribution of illegal contents, etc.) is strictly prohibited. Should the Operator be held responsible for any violations by visitors or users the Tenant must exempt the Operator from all financial claims and requirements.
- 13 Deposit and settlement**
- 13.1 The applicable fees and charges due as well as the terms of payment are stipulated in the contract. All services are subject to the current VAT rate unless stated otherwise in the contract.
- 13.2 The Operator is entitled to request a deposit from the Tenant in the amount of the fees and charges agreed upon plus the estimated expenses. All payments are due without any deductions, free of bank charges and must be transferred to one of the Operator's bank accounts stated in the contract or on the invoice. All invoices issued by the Operator are due for payment within eight days of the date of the invoice.
- 13.3 Should payments due not be made within the agreed time period the Operator is entitled to refuse the rental of the Venue. Should this be the case the operator has the right to withdraw from the contract and to claim compensation for damages due to default of contract. In case of payment is made after the due date or a delay in payment, any claims the Operator has the right to make shall be determined by the regulations of section § 288 BGB (German civil code).
- 13.4 In accordance with the signed contract the Tenant will assign to the Operator any revenues of (advance) tickets sales from a public event up to the amount agreed upon in the contract.
- 14 Cancellation, withdrawal from the contract, compensation for loss of use**
- 14.1 Should the tenant withdraw from the contract or cancel the event for a reason not acceptable for or traceable by the Operator, a cancellation or withdrawal compensation for loss of use in order to cover the operator's expenditure and loss of potential profit is due immediately. The Operator is entitled to offset this against the deposit in such a case. The amount of indemnification depends upon the date of withdrawal or cancellation and is stipulated in the contract. Since in such a case no services were rendered no VAT shall be due.
- 14.2 The Tenant has the right to prove that the financial loss caused by his withdrawal or cancellation is less than claimed by the Operator. Despite aforementioned right the Tenant is obliged to cover all costs already provided or ordered from external suppliers on behalf of the Tenant up until the date of such cancellation. Such services shall be due for immediate payment and are not part of the charges included in the rental agreement.
- 15. Liability**
- 15.1 The Tenant must return the rental premises to the Operator in exactly the same condition he took them over. The Tenant is liable for any event-related damages caused by him, his executing aides and vicarious agents, the promoter, guests or any other third party in compliance with article § 278 and article § 831 BGB (German Civil Code).
- 15.2 The Tenant shall indemnify the Operator against any possible third party event-related claims as long as the Tenant, his executing aides and vicarious agents, his guests or event audience are responsible for such damage. The indemnification obligation also extends to possible administrative fines which may be imposed on the Operator of the Venue by the authorities or administrative offenses (e.g. due to disturbing the peace, blockage of emergency exits, violation of the permissible capacity, failure to comply with prohibitions on smoking).
- 15.3 As an integral part of the contract the Tenant shall, at his expense, take out public liability insurance (coverage minimum 2 million Euros) valid on the day of the event to cover any damages to property or persons or any financial losses. It is vital that the insurance shall also cover any damages to the rented property. As proof of such insurance the tenant shall provide a copy of his public liability insurance policy at least two weeks prior to the event.
- 15.4 A reduction of any charges due to defects is only possible if the Operator has been informed about such intention during the duration of the rental period.
- 15.5 The Operator's liability without fault concerning initial defects of the rented rooms, areas and fixtures and fittings shall be excluded.
- 15.6 Any liability of the Operator for ordinary negligence shall be excluded as long as no fundamental breach of contract exists. In case of fundamental breach of contract the Operator's liability for compensation shall according to the type of contract be limited to a direct average damage level of ordinary negligence for predictable and typically occurring damage.
- 15.7 The Operator shall not be liable for loss of any of the Tenant's items, fixtures and fittings, superstructures, stored objects or other valuables
- 15.8 Should according to the terms and conditions of this agreement liability either be limited or excluded this clause shall also apply to the Operator's executing aides and vicarious agents.
- 15.9 The foregoing disclaimers and limitations of liability do not apply in the event of culpable loss of human life, personal injury, or impairment of human health as well as in the case of formally assured attributes.
- 16. Extraordinary termination of the contract**
- 16.1 Upon breach of major contractual obligations, after setting a deadline for performance to no avail or threat of refusal the Operator shall be entitled to withdraw from the contract in particular if:
- a) the Tenant shall fail to make the contractually agreed payments (fees, deposit) in time or if there should still be any unsettled claims relating to previous contractual relationships
 - b) the event shall cause a disruption of public security or public policy or violate standards of public decency
 - c) the required official permits or licenses have not been submitted
 - d) the contractual purpose of use has been changed considerably

General Terms and Conditions

- e) upon conclusion of the contract the Tenant concealed, particularly in view of the purpose of use, that the event will be promoted by a "radical political or pseudo-religious" organisation
 - f) the Tenant infringes the rules of general terms and conditions of the statutory regulations, particularly concerning the VStättV
 - g) if the Tenant fails to comply with legal and official – only if they are event-related – or has not met contractually accepted notification, reporting and payment obligations towards the Operator or towards public authorities or the fire brigade
 - h) any bankruptcy proceedings concerning the assets of the Tenant should have been initiated or if such proceedings should have been rejected due to lack of insolvency assets.
- 16.2 Should the Operator make use of his right to withdraw on the grounds of reasons mentioned in paragraph 16.1 (a) to (1 h) he shall retain the right of payment of the agreed fees and charges whereby the Tenant is entitled to offset saved costs.
- 16.3 If the Tenant is an agency, the Operator and the agency shall have an extraordinary termination right in case the agency's client (promoter) withdraws from or cancels the mandate with the agency. Such extraordinary termination right may only be exercised if the agency's client takes over all rights and obligations of the existing contract between the Tenant and the Operator and pays an adequate deposit requested by the Operator.
- 17. Break-off/termination of the event, force majeure**
- 17.1 In case of breach of essential contractual duties of safety regulations and in case of hazardous situations the Operator has the right to instruct the Tenant to shorten the event or to even ask for the Venue to be cleared. Should the Tenant not comply with such instructions the Operator has the right to have the premises cleared at the cost and risk of the Tenant. Should this be the case the Tenant still remains liable to pay all agreed fees and charges.
- 17.2 In case the event cannot take place due to force majeure, each contracting party will bear their share of costs incurred up until that time. In case the Operator has incurred costs on behalf of the Tenant which according to the contract need to be reimbursed, the Tenant is obliged without fail to reimburse such costs. In case individual artists fail to perform or should one or more participants not arrive on time or bad weather conditions including ice, snow, storms prevail – any of such incidents shall under no circumstances to be understood as "force majeure".
- 18. Set-off and retention rights**
- The Tenant shall only be entitled to claim set-off and retention rights towards the Operator if his counterclaims are found absolutely and are undisputed or recognised by the Operator.
- 19. Final provisions**
- 19.1 For the service of ticketing/advance sales as well as for fairs and exhibitions additional terms and conditions shall apply which the Tenant shall be provided with at any time upon request.
- 19.2 In case individual stipulations of these terms and conditions or of the contract may be or become partly or wholly legally invalid the remaining clauses of the contract and the terms and conditions will not be affected by such fact. In this case the invalid clause must be amended or supplemented in order for the intended purpose to be achieved to the greatest extent possible.
- 19.3 The place of performance of all claims arising from the contract is Erding. The law of the Federal Republic of Germany applies. If no exclusive jurisdiction is indicated by law, Erding shall be agreed upon as place of jurisdiction concerning all disputes arising from or in connection with this contract.