

# General terms and conditions of the municipality of Rottach-Egern for use of the Seeforum

## 1. Validity of these terms and conditions, application of law

- 1.1 Based on this agreement, the use of the Seeforum is agreed between the municipality of Rottach-Egern (hereinafter "Municipality") and the contract partner described in the agreement (hereinafter "Lessee") on a private-sector basis.
- 1.2 As far as effectively agreed, these terms and conditions apply exclusively and primarily. Any terms and conditions of the Lessee are invalid.
- 1.3 Alternatively, the provisions of §§ 535 II of the German Civil Code regarding commercial lease agreements apply.

## 2. Conclusion of contract; contract partner

- 2.1 This agreement becomes effective exclusively upon receipt of the countersigned agreement example by the Municipality without amendments, deletions or modifications.
- 2.2 Reservations, provided information or available dates are non-binding for the Municipality. A legal claim for entering into an agreement cannot be made for such.
- 2.3 The Lessee described in the agreement is the contract partner of the Municipality. He is prohibited from sub-leasing without a prior written agreement by the Municipality. Without a prior written agreement of the Municipality, he is prohibited from transferring his contractual rights to third parties in whole or in part, and he is prohibited to leave the premises and facilities of the Municipality to third parties or tolerate them.

## 3. Object of the contract, purpose of use, catering

- 3.1 The exclusive subject of the contractual service of the Municipality is the use of the premises, supplies and the facilities of the congress room within the agreed scope.
- 3.2 The Lessee is only allowed to use the object of the agreement for the purpose specified in the lease. In case of improper use, the Municipality is entitled to the rights described in Clause 6.
- 3.3 If catering is being used in addition, a separate agreement must be entered into with the leaseholder of the Seeforum or upon consultation with a third party. The Lessee's wishes will be considered to the extent possible.

## 4. Compensation for expenditures, due date

- 4.1 The room rent payable by the Lessee and any additional expenditures to be borne by him are based on the price list attached to this agreement, which is part of the agreement.
- 4.2 Special expenditures (e.g., additional media technology, telecommunication costs, tuning instruments) will be billed in addition to the rental and the utilities.
- 4.3 The rental fee includes basic seating with rows or banquet seating based on the layout of the Seeforum. Deviating seating arrangements are billed separately depending on the expenditures.
- 4.4 Use of the hall for preparation, setup and dismantling work outside of the actual day of the event is billed according to the prices in the included price list or upon consultation.
- 4.5 The cost for the final cleaning within the normal scope are included in the cleaning costs listed in the price list; additional working hours are to be billed per hour according to the price list.
- 4.6 Rent, expenses and incidental costs do not include VAT.
- 4.7 The Lessor has the right to invoice the Lessee for up to 40 percent of the agreed net rent in advance of the event. This amount must be credited 6 weeks prior to the event with a payment due provision. The Lessor has the right to refuse to provide his contractually defined services until payment is received in full.
- 4.8 The Lessee is only entitled to offset his own claims towards the total claims of the Municipality if such are approved by the Municipality or if they are legally established.

## 5. Cloakrooms, tickets, security

- 5.1 Cloakrooms are mandatory for all public events. The cloakroom fee is EUR 1.50 per piece of clothing unless a special arrangement or a flat fee was agreed with the Lessee. It is collected solely by the Municipality.
- 5.2 Pre-printed tickets can be purchased from the Lessor. The costs for the set of tickets are billed to the organiser at cost price.
- 5.3 Door and security personnel required for an event is principally provided by the Lessor. The Lessee will bear the costs. Instructions by the operator staff must be followed. The supervisory staff must be able to access all leased premises at all times. Exceptions hereof must be approved by the responsible person of the Lessor.

## 6. Obligations of the Lessee

- 6.1 General safety, fire and trade regulations must be heeded during the course of the event.
- 6.2 The Lessee is obliged to comply with the closing time, observe the laws for the protection of minors and observe Sundays and holidays.
- 6.3 Instructions by the event manager and the supervisory staff must be heeded.
- 6.4 The Lessee is responsible for GEMA fees. He must indemnify the Municipality from possible claims by GEMA against the Municipality.

## 7. Cancellation, termination

- 7.1 Unless expressly otherwise agreed in writing, the Lessee has the right to terminate or cancel the agreement only in accordance with the following provisions.
- 7.2 Unless otherwise agreed, the Lessee can withdraw from the agreement up to 10 weeks prior to the start of occupancy against payment of a processing fee of 15% of the net rent, not including VAT. The cancellation must be in writing; the date of receipt by the Municipality is decisive for compliance with the deadline.
- 7.3 Insofar as the Municipality is willing and capable to render the agreed services, a later termination or cancellation makes the Lessee liable for payment of the entire amount of the agreed net rent. If the Municipality is able to lease to another party during the agreed rental period, the Lessee is not obligated to pay for that particular period. Agreed incidental costs and expenses must be paid if they were already incurred or if their incurrance cannot be avoided by the Municipality in a legally permissible manner, especially if the Municipality itself has entered into legally binding obligations, for example.
- 7.4 The Lessee has an extraordinary right of termination if the Municipality does not fulfil its agreed obligations despite warnings by the Lessee or if significant defects are not remedied.
- 7.5 Circumstances which are outside the sphere of risk of the Municipality do not entitle the Lessee to terminate the lease ordinarily or extraordinarily, even if he is not responsible for them.
- 7.6 The Municipality has the right of extraordinary termination without notice if
  - a. the use of the premises and facilities is not in accordance with the purpose indicated in the agreement and if the actual purpose of use violates legal requirements or good morals or if used for unconstitutional purposes.
  - b. the Lessee is in violation of his contractual obligations in another way (e.g., property damage).

## 8. Liability of the Municipality

- 8.1 The Municipality is liable to the Lessee only for intent and gross negligence.
- 8.2 The Municipality is not liable if the Lessee's use of the premises and facilities is disturbed or thwarted by circumstances that are not the responsibility of the Municipality (e.g., loss of power and water supply, official prohibitions, severe weather).
- 8.3 The Municipality is not liable for the rendering or quality of the catering services of the restaurant tenant of the Seeforum.

## 9. Liability of the Lessee

- 9.1 The Lessee / event organiser is liable for personal injuries and property damage incurred by visitors or third parties in connection with the event. The Lessee / event organiser is liable for damage to the premises left to him, its facilities and all equipment, even movable equipment.

## 10. Other agreements

- 10.1 German law applies exclusively for contractual relationships with foreign lessees.
- 10.2 Additions, amendments or subsidiary agreements to this contract as well as changing the written form clause itself, need to be in writing to be legally effective.
- 10.3 The invalidity of individual provisions of the contract and these terms and conditions shall not affect the validity of the remaining provisions and the agreement as a whole.
- 10.4 The exclusive place of jurisdiction for contracts with merchants, legal persons of public or private law and with lessees, who have no general place of jurisdiction in Germany, is 83714 Miesbach, Germany.