

## **GENERAL TERMS AND CONDITIONS FOR EVENTS**

General Terms and Conditions of CIC Berlin, L65 Betriebs GmbH, Im Welterbe 10  
45141 Essen, governing the contractual relationship between L65 Betriebs GmbH and its clients for  
events at CIC Berlin in the B2B sector.

### **1. Basis of the Agreement**

- 1.1. L65 Betriebs GmbH operates several event locations on the CIC Berlin premises. These locations are used for hosting social, commercial, and scientific events such as conferences, meetings, gala dinners, workshops, corporate events, and other formats. In addition to renting the spaces, clients may also use event-related services provided by L65 Betriebs GmbH. The specific services to be booked are determined individually through the agreement.
- 1.2. L65 Betriebs GmbH (hereinafter referred to as the "Operator") operates the event locations and provides additional services as specified in individual agreements. The Operator's rights are exercised by its managers and/or authorized (division) employees for the respective event.
- 1.3. Rentals are exclusively for events that align with usage purposes specified in Section 1.1. Events that are contrary to the image or reputation of the Operator and CIC Berlin are prohibited.
- 1.4. The Operator does not engage in market influence through its rentals and does not provide any guarantee of local, regional, national, or temporal territorial exclusivity for events of the same or similar nature.

### **2. Scope**

- 2.1. The following General Terms and Conditions for Events (hereinafter referred to as "GTC") shall apply to all agreements related to the organization of events, including, but limited to, the rental of event spaces and areas, provision of event-related services and work performance, the supply of mobile furnishings, technology and setups.
- 2.2. The GTC shall apply to companies, merchants, commercial entities, legal persons under public law, and special funds under public law (hereinafter "Businesses"). These terms shall also apply to all future contractual relationships with these entities.
- 2.3. Additional or conflicting contractual terms from the customer (hereinafter referred to as the "Client" or "Organizer") shall be valid only if expressly acknowledged in writing by the Operator.
- 2.4. If deviations are agreed upon in the contract or an annex, such agreements shall take precedence over the corresponding provisions in these terms.

### **3. Contract Formation**

- 3.1. The contractual relationship is based on an agreement between the Organizer and the Operator, incorporating elements of service and work contracts (hereinafter referred to as the "Event Contract"). Essential components of the contract include these GTC, the Safety Guidelines for Events, relevant house rules for events at CIC Berlin, and other named annexes to the agreement.
- 3.2. The Event Contract is concluded when the Client returns the individually prepared offer, signed within the deadline specified in the offer. After this deadline, the Operator may, at its discretion, choose to conclude the contract, but is not obligated to do so. The contract shall also be valid if the Operator countersigns and returns an offer submitted by the Client after the deadline. The offer is valid for fourteen days from its preparation and expires thereafter. Prior to the preparation of the offer, the Operator may provide the Client with a non-binding cost estimate (KVA) for informational purposes.

- 3.3. All contracts and amendments with the Operator require text form to be effective. Text form is fulfilled if the respective declaration is transmitted electronically and confirmed by the other party. Operational arrangements concerning media and event technology setups can be confirmed via a jointly signed handover protocol.
- 3.4. No entitlement to a subsequent Event Contract arises from the optioning (reservation) of an event space for specific dates, unless the Operator explicitly commits to it in the reservation confirmation. Both the Organizer and the Operator are obligated to promptly notify the other party of any planned alternative use or relinquishment of the tentatively reserved date.
- 3.5. The repeated execution of events or provisions of spaces at specific times does not establish a claim to similar events in the future, unless otherwise agreed individually.

#### **4. Client/Organizer/Event Manager**

- 4.1. The Client shall generally be the sole Organizer unless otherwise stipulated in the Event Contract.
- 4.2. If the Client is not the Organizer, the Client shall be obligated to inform the other Organizer of all contractual obligations, including these GTC and annexes. The Client remains responsible to the Operator for the fulfillment all obligations incumbent on the Client under this contract. In such a case, the other Organizer acts as the Client's vicarious agent. Any Actions and declarations by the other Organizer and their employees shall be considered binding for and against the Client as if made by the Client themselves.
- 4.3. The gratuitous or paid transfer or subletting of the rental property, wholly or in part, to third parties requires the Operator's written approval. Approval is deemed granted if the third party is explicitly named in the contract.
- 4.4. The Client must, no later than two weeks before the rental period begins, name in writing a person responsible for managing the event, including their contact details (e.g., phone number). This person will assume the function and duties of an Event Manager in accordance with the Berlin Ordinance on the Operation of Structural Facilities (BetrVO Bln) and under these GTC on behalf of the Client.
- 4.5. The Event Manager is required to participate in a joint walkthrough of the venue and familiarize themselves with the event spaces, including emergency exits and escape routes. At the Operator's request, the Event Manager must also attend a briefing on the applicable safety regulations prior to the event. Additionally, the Event Manager is obliged to participate in any safety meetings deemed necessary by the fire department, police, or the Operator.
- 4.6. The Event Manager is responsible for ensuring the orderly and safe execution of the event. They must be present during the event, remain reachable at all times, and make decisions in coordination with the Operator's designated contact person, authorities, security personnel, and external emergency services (e.g., fire department, police, building authority, public order office, medical service) as necessary. The event's operational period encompasses the time from the beginning of rehearsals to the departure of the last guest. Evacuation orders are issued by the Operator in consultation with the Organizer. The Event Manager will be supported by a designated contact person from the Operator.
- 4.7. The Client or Organizer specified in the contract is deemed a business entity under the accident prevention regulation BGV A, in relation to the Operator.
- 4.8. The duties assigned to the Organizer are further specified in a written delegation of responsibilities by the Operator. Non-fulfillment of these duties may result in event restrictions or cancellation by the Operator.

## **5. Purpose and Schedule of the Event**

- 5.1. The specific purpose of the event must be disclosed to the Operator at the initiation of the contract, as such disclosure is essential for the formation of the contract.
- 5.2. The Client is responsible for coordinating the entire event schedule and must provide the Operator with the event concept no later than two weeks prior to the event, unless otherwise agreed in the contract. Any planned changes to the event must be communicated to the Operator immediately.
- 5.3. The Operator have the sole discretion to determine the suitable and permissibility of the event.
- 5.4. All escape routes and doors, fire alarms, hydrants, smoke vents, electrical panels, distribution boards, telephone distributors, as well as heating and ventilation systems, must remain unobstructed and accessible at all times in compliance with legal requirements. The Operator and relevant supervisory authorities must be granted unrestricted access to these systems at all times.
- 5.5. The Organizer is prohibited from conducting events within the rented spaces that disseminate or promote racist, right-wing extremist, anti-democratic, anti-Semitic, or similar ideologies. By signing the offer, the Client represent and warrants that the event will not include any such content.

## **6. Subject of the Contract**

- 6.1. The subject of this contract includes the rooms, spaces, facilities, and equipment of the entire property as specified in the Event Contract (hereinafter referred to as the "Rental Property"). The exact Rental Property are outlined in the Event Contract and any attached floor plans.
- 6.2. The Operator also provides additional services and tangible goods related to the rental of spaces, as specified in the Event Contract and any annexes. The Operator may at its discretion, contract third parties as subcontractors to perform these services in its own name (delegation authority).
- 6.3. The Rental Property may only be used for the purpose agreed upon in the Event Contract. Any changes to the intended use of the Rental Property require prior written approval from the Operator. The Organizer is obligated to notify the Operator immediately in writing of any intended changes to the purpose of use. If the usage is not specified in the Event Contract, the permitted use will be determined by Section 1.3 in conjunction with Section 5.1 of these GTC.
- 6.4. The availability of the Rental Property and the services and goods provided by the Operator are limited to the period specified in the Event Contract.
- 6.5. The Rental Property is generally rented in its current condition.
- 6.6. Prior to or upon handing over the Rental Property to the Organizer, the Rental Property, including technical facilities, emergency exits, and escape routes, may be inspected jointly by the Organizer or their appointed Event Manager to assess its suitability for the event. The Operator assumes no liability for the suitability of the Rental Property or provided technical equipment and items for the intended use if the Organizer does not conduct such an inspection.
- 6.7. The contract parties shall create a handover protocol upon handover of the Rental Property. Any defects or damages to the Rental Property, including the provided facilities and equipment, shall be documented in writing and photographed with supporting evidence in the handover protocol. In the absence of such documentation, both parties shall assume that no visible defects were present at the time of handover.
- 6.8. The Operator shall reserve the right to access the rented rooms and spaces during the setup and dismantling phases as well as during the event, including with third parties if necessary.
- 6.9. Functional spaces and areas of the Operator, such as workshop areas, technical and office spaces, as well as wall and building surfaces, are not included in the Event Contract unless explicitly agreed otherwise.

## **7. Service and Cost Changes**

- 7.1 The Operator is generally entitled to modify the contractually agreed services if, after the conclusion of the contract, significant reasons arise that make such a change absolutely necessary. Changes and deviations that significantly impact the overall structure of the services or make the performance unreasonable for the Organizer after considering the mutual interests, or disadvantages the Organizer in bad faith, are not permitted. Warranty claims remain unaffected if the modified services are defective.
- 7.2 The Operator is entitled to adjust the agreed costs after the conclusion of the contract, taking the interests of the Organizer into account, if such adjustment is required due to:
- a) Changes to the scope of services and/ or service description by the Operator;
  - b) Changes in duties and taxes that are essential to the agreed scope of services and included therein;
  - c) Changes in transportation costs (e.g., fuel costs);
  - d) Changes in exchange rates
  - e) Substantial costs adjustments by service providers (caused by increases in the costs of their subcontractors, increased inflation rates, or manufacturing costs.
- And if the circumstances causing the increase had not occurred before the conclusion of the contract and were not foreseeable by the Operator at the time of contracting. The notice of the increase is only valid if it is in writing and specifies the relevant cost items, the reference points used to calculate the cost increase, the distribution ratios applied to the individual cost items, and the calculation method. Additional costs of the service must be borne according to the difference between the contractually agreed calculation and the actual increased purchase price of the individual service. The operator must provide evidence of these additional costs. A sufficient proof is also the German Consumer Price Index (CPI) from the Federal Statistical Office for the month/ year of the contract conclusion compared to the event month/ year, if it has increased by more than 10 %. Price adjustment will then be based on the German Consumer Price Index for the event month/ year.
- 7.3 The parties shall inform each other immediately of the changes as specified in paragraphs 1 and 2.
- 7.4 In the case of a significant change to essential services, including costs, the Organizer may withdraw from the contract. The withdrawal rights as agreed in Section 21.4. and 21.5. of the contract apply, following prior notice in writing with an appropriate notice period. In the event of changes as per paragraph 1, the Organizer may instead of withdrawing, demand a service that is at least equivalent, if the Operator is able to offer such a service at reasonable additional cost to the Customer from their available offer. The Organizer has the right to immediately assert this claim for equivalent performance against the Operator after receiving the notice of service and cost change, as specified in paragraphs 1 and 2.
- 7.5 Alternatively, in the event of changes as per paragraph 1, instead of withdrawing, the Operator may demand a reduced performance in scope or quality from the Operator, which is not associated with a price increase but corresponds to the originally contractually agreed calculation.
- 7.6 Overall performances and cost reviews shall be carried out at reasonable intervals by the Operator. All costs specified in the contract are based on the price structure of the offer year and are exclusive of the statutory Value Added Taxes applicable at the time of the event. Price changes by service providers are expressly reserved in accordance with paragraph 2.
- 7.7 The Operator is also entitled to adjust the agreed energy costs after the conclusion of the contract if such an adjustment is necessary due to significant increases in energy prices set by the respective energy supplier, and the circumstances causing the increase were not foreseeable by the Operator at the time of contracting.

- a) Energy costs include all costs incurred due to energy consumption. This particularly includes costs related to energy sourced such as electricity, gas, or heating oil. An increase is considered significant if the actual energy costs exceed the contractually agreed energy cost by at least 10%.
- b) The Operator shall inform the Organizer of the increase immediately upon learning of the increase in energy costs from the energy suppliers. This notice of increase is only valid if it is in writing and specifies the relevant cost items, the reference points used to calculate the cost increase, as well as the distribution ratios applied to each cost item and the corresponding calculation method.
- c) Cost reviews shall be carried out by the Operator at reasonable intervals. The energy costs specified in the contract are based on the price structure of the offer month and are exclusive of the statutory Value Added Taxes applicable at the time of the event.
- d) Upon receipt of the notice of increase, the Organizer has the right to withdraw from the contract free of charge within two weeks if the adjustment of energy costs is unreasonable for the Organizer. The determination of when an adjustment of energy costs is unreasonable shall be made individually by the parties, considering the dynamic nature of the situation. The parties shall agree contractually on maximum limits regarding the increase in energy costs, which, when reached, grant the Organizer the right to withdraw from the contract under this paragraph. The maximum limit regarding the increase energy costs shall be set in relation to the proximity to the event date. Any other contractual provisions regarding withdrawal, particularly cancellations, shall not apply in this case. The relevant date for withdrawal shall be when the notice of withdrawal is received by the Operator. After the expiration of this two-week period, no right of withdrawal shall be triggered by the change in costs. The remaining provisions regarding withdrawal shall then apply.
- e) The Operator is entitled to make repeated price adjustments under the condition specified in paragraph 1. The Organizer's rights under paragraph 5 shall apply again for each price adjustment under paragraph 1.
- f) The above provisions do not apply in the event of unforeseen interventions in the supply network that regulate or even interrupt the energy supply. This constitutes as case of force majeure, whereby both parties are released from their performance obligations. In this case, each party shall bear the cost incurred up to that point.

## **8. Alterations to the Rental Property**

- 8.1 The Organizer shall not make any alterations to the Rental Property without the prior written approval of the Operator or without any necessary official permits.
- 8.2 Approved alterations, installations, or decorations carried out by the Organizer, as well as the costs for restoring the original condition, shall be solely the financial responsibility of the Organizer.
- 8.3 After the rental period, any objects introduced by the Organizer may be removed at the Organizer's expense or stored at the Organizer's cost. The Operator assumes no liability for loss or damage during storage unless caused by intentional or grossly negligent actions of the Operator.
- 8.4 Damages to walls, floors, or rented equipment shall be compensated. If excessive cleaning is required, the Operator may charge the Organizer an additional cleaning fee based on the effort needed to restore the original condition.

## **9. Rental Period/Usage Times/Return of the Rental Property**

- 9.1. The Rental Property is rented exclusively for the period specified in the Event Contract. Silent extensions are explicitly excluded. Necessary preparation time for setup, decoration, and teardown must be accounted for by the Organizer.
- 9.2. At the end of the last hour of the rental period, the Organizer must return the Rental Property cleared and swept clean. No specific request to vacate the premises is required from the Operator.
- 9.3. The contract parties shall create a return protocol. Any defects or damages to the Rental Property, including the provided facilities and equipment shall be documented in writing and photographed with supporting evidence in the return protocol. If the Organizer or their appointed Event Manager identifies damage to the Rental Property or the provided facilities and equipment during the rental period which has not been documented in the handover protocol, these must be documented in writing and with photographic evidence and immediately reported to the Operator.
- 9.4. If the Rental Property is not returned on time, the Organizer is liable to the Operator for all damages resulting from the delay. At a minimum, the Organizer must compensate for the equivalent rental fee as damages. The Operator reserves the right to claim higher damages.

## **10. Rental and Additional Costs, Price Adjustments Due to Participant Numbers**

- 10.1. The applicable fees are specified in the individual agreement. Unless explicitly agreed otherwise, all fees are exclusive of applicable Value Added Taxes at the time of service delivery.
- 10.2. The scope and cost of any required personnel for security measures (e.g., security services, medical services, fire safety personnel) are determined based on the nature of the event, the number of attendees, and the specific requirements and risks of the event. These measures are assessed by the Operator in consultation with relevant safety and fire protection authorities.
- 10.3. The Operator may require special security measures (e.g., a minimum number of security personnel) for certain events or event spaces. Details of these measures are based on the event assessment as per Section 10.2. The costs of such measures are borne by the Organizer.
- 10.4. If the number of participants significantly decreases after the offer has been accepted, the Operator may give a discount of the price subject to individual negotiation.

## **11. Ticket Sales, Attendance, and Reserved Service Areas**

- 11.1. The Organizer is responsible for any ticket sales related to the event.
- 11.2. Adhering to the approved seating plans and maximum permitted attendance numbers shall be a fundamental contractual obligation of the Organizer.
- 11.3. For public events involving advance ticket sales, the Organizer must coordinate the seating plan with the Operator before ticket sales begin. Tickets must reflect the approved capacity within the relevant ticketing system. This also applies to the distribution of hard tickets. The Organizer is prohibited from commencing ticket sales without first obtaining approval from the Operator regarding these details. For events without ticket sales, the Organizer must implement alternative measures to control capacity and access.
- 11.4. Reserved service areas designated by the Operator for personnel such as firefighters, police, medical staff, or other external functionaries must be kept free of charge by the Organizer.



## **12. Fees, Levies, and Permits**

- 12.1. The Organizer bears sole responsibility for fulfilling any additional legal reporting obligations, obtaining necessary permits, and implementing all regulatory requirements, conditions, and orders not already in the possession of the Operator. All applicable official permits and authorizations must be submitted to the Operator no later than two weeks before the event.
- 12.2. The Organizer must comply with all relevant regulations at the time of the event, including building codes, noise protection laws, occupational safety and working time regulations, trade laws, youth protection laws, and accident prevention regulations issued by professional associations.
- 12.3. The Organizer is responsible for any fees and taxes arising from the event. This includes paying Value Added Taxes on all event-related revenue. For any artists engaged by the Organizer, the Organizer is also responsible for any applicable social security contributions for artists, income taxes, and Value Added Taxes for non-resident (foreign) artists.
- 12.4. Any planned use of music must be registered in advance with GEMA (the German Society for Musical Performing and Mechanical Reproduction Rights). The Organizer is solely responsible for registering GEMA-protected works and paying GEMA fees in a timely manner.
- 12.5. The Operator may require the Organizer to provide written proof of GEMA registration and payment of GEMA fees before the event. If the Organizer cannot or will not provide proof, the Operator may request a security deposit equivalent to the expected GEMA fees.
- 12.6. The Organizer irrevocably acknowledges their responsibility for all obligations associated with the event. The Organizer indemnifies the Operator against any claims, including those from third parties, regarding GEMA fees or other related liabilities. This includes covering any legal costs incurred.
- 12.7. Failure to meet proof or security deposit obligations entitles the Operator to withdraw from the contract after issuing a deadline and warning, and to claim damages.
- 12.8. For events held on Sundays or public holidays, the Organizer is responsible for obtaining exemptions under the relevant public holiday laws. This also applies to trade law permissions for fairs and exhibitions. Organizers are advised to make preliminary inquiries with the relevant authorities before entering into the Event Contract if planning an event on such dates.

## **13. Broadcasting, Recordings, and Photo Rights**

- 13.1. Audio recordings, film recordings, image recordings as well as other analog and digital recordings and transmissions of the event of all kinds (in particular live streaming via social media channels, the internet, TV, loudspeakers, etc.) require, in addition to the consent of the respective copyright and related rights holders, the prior written consent of the Operator. In particular, any approved audio film, or image recordings shall not infringe upon privacy or intimate sphere of the individuals depicted. The Operator may make its consent conditional upon the payment of an additional fee to be individually agreed upon. If the Organizer culpably violates sentence 1 or 2, the Operator shall be entitled to a contractual penalty of € 3.000 for each culpable infringement. The Organizer retains the right to prove that a lesser loss has occurred. Any further claims for damages by the Operator remain unaffected.
- 13.2. The Operator has the right to take or have taken film and image recordings that depict the Organizer or its employees as incidental subjects and/ or objects (such as exhibition stand structures) before during, and after the event for the purposes of documentation, self-publication for reference purposes, and for the execution of hybrid events, unless the Organizer expressly objects in writing to the Operator no later than two weeks before the event. The reference use described in sentence 1 includes both analog and digital reference use on the internet, including streaming and social media platforms (e.g. YouTube, Facebook, and Instagram).

- 13.3. For the film and photo recordings pursuant to paragraph 2, the Organizer ensures that all necessary consents and approvals of the affected individuals have been obtained. Furthermore, the Organizer shall indemnify the Operator against all claims asserted by third parties against the Operator due infringement and personal image rights in connection with the creation and use of film and photographic material by the Operator for the reference purposes. This indemnification also includes legal and ancillary costs.
- 13.4. As an alternative to Section 13.2. and subject to mutual agreement, the Organizer shall provide the Operator with photographs or video recordings to be used for documentation and/or reference purposes, provided that the Organizer and/or participants are depicted in the photographs or video recordings only as incidental subjects. In this case, the Organizer grants to the Operator a non-exclusive right to use, reproduce, and make publicly accessible the photographs and video recordings exclusively for reference purposes. The Operator shall obtain a corresponding usage right from the commissioned photographer to ensure the transfer of the photographs and/ or video recordings to the Operator. Section 13.3. sentences 2 and 3, shall apply accordingly.

#### **14. Marketing, Advertising, and Use of CIC Logos**

- 14.1. The Operator reserves the right to engage in self-promotion during events in a reasonable manner and scope (e.g., through online presence). The Organizer cannot demand that existing on-site advertising, whether by the Operator or third parties, be removed or limited for the duration of the event.
- 14.2. The Organizer is responsible for advertising the event.
- 14.3. All advertising and informational measures on the CIC Berlin premises require prior approval from the Operator.
- 14.4. The Organizer must explicitly identify themselves as the Organizer in all advertising and informational measures related to the event.
- 14.5. Should the event be advertised, the Organizer will refer to the venue as follows: „Event by CIC Berlin“
- 14.6. The unauthorized use of the logos without prior approval from the Operator is prohibited. In cases of commercial use without consent, the Operator retains the right to pursue claims for injunction, disclosure, and damages.
- 14.7. Before any use of the logos, the Organizer must submit a draft of the intended promotional material to the Operator for prior approval.
- 14.8. The Organizer indemnifies the Operator against any claims from third parties arising from the event or its promotion, including violations of third-party rights (e.g., copyright, image and name rights, trademarks, competition law, or personal rights). This indemnity also covers potential legal costs.
- 14.9. The Operator may reference the event in its corporate communications unless the Organizer objects in writing at least two weeks before the rental period begins.
- 14.10. Any advertising by the Organizer for third parties or third-party events in connection with the event requires prior approval from the Operator.

#### **15. Catering, Merchandising, and Cloakroom Services**

- 15.1. All catering services for events at CIC Berlin are exclusively managed by the Operator or its designated service providers. The Organizer is prohibited from bringing their own food or beverages into the event unless otherwise agreed in the contract. Any such permission may be subject to payment of a catering fee and proof of the necessary gastronomy license. Catering for performers or other individuals employed by the Organizer is exempt but must be disclosed to the Operator prior to contract signing.
- 15.2. The Organizer is not entitled to revenue shares from catering services provided by the Operator or its service providers.



- 15.3. The sale of goods and merchandise by the Organizer on the CIC Berlin premises requires prior approval from the Operator.
- 15.4. The Operator provides cloakroom services for event attendees, including staffing for a fee as per the agreement, as far as this service is agreed upon. The Operator does not charge attendees for cloakroom use and may assume no liability for loss or damage to clothing or valuables. Clear signage will be displayed at the cloakroom area to inform attendees, as far as this is deemed necessary.

#### **16. Wireless Networks (WLAN)**

- 16.1. The Organizer is not permitted to set up or operate their own wireless networks (WLAN) or access points without the Operator's prior approval. Unauthorized networks may be disabled without notice. The Operator reserves the right to claim damages for any disruptions caused.
- 16.2. Organizers, who use the internet connection (LAN or Wi-Fi) of the event area or make it available to their guests, visitors, agents or contractors are responsible for ensuring that no abusive use occurs, particularly through the violation of copyrights, distribution or downloading of protected or prohibited content, or by accessing websites with criminally relevant content. The Organizer shall indemnify and hold harmless the Operator from any claims by third parties arising from abusive use as outlined above. The indemnification obligation also extends to any costs related to legal proceedings.

#### **17. Use of Technical Equipment and Facilities**

- 17.1. The Organizer must inspect technical equipment upon handover to ensure it is in proper working condition. The parties will issue a handover and return protocol to document any damages identified before, during, or after the rental period along with photographic evidence.
- 17.2. Technical equipment and facilities may only be operated by the Operator or personnel authorized by the Operator unless otherwise explicitly permitted. This also applies to work involving technical installations and supply networks of the rental property, particularly lighting and power systems.
- 17.3. If the Organizer brings their own technical equipment or facilities into the rented spaces, such equipment must comply with the venue's infrastructural and specific requirements and must receive prior written approval from the Operator. The Organizer is responsible for ensuring the technical safety of their equipment and must provide proof upon the Operator's request. The Operator may supervise and inspect the connection and operation of such equipment, at the Organizer's expense, using their personnel or authorized contractors.

#### **18. Admission and Security Personnel**

- 18.1. The Operator shall arrange for security personnel for entrance based on the specific requirements of the event and the venue. The costs associated with such personnel shall be to be borne by the Organizer.
- 18.2. The Organizer shall only use their own admission or security personnel with the prior written consent of the Operator. The associated costs will remain the Organizer's responsibility.

#### **19. Liability of the Organizer**

- 19.1. The Organizer shall be responsible for ensuring the proper and smooth execution of the event, including preparatory and post-event activities.
- 19.2. The Organizer shall be liable for all damages incurred by the Operator in connection with the event, provided that such damages are caused by the Organizer, their employees, or other agents. In the event that damages to the rental property hinder subsequent rentals, the Organizer is liable for lost rental income and potential claims from subsequent tenants. The Organizer shall bear the burden of proof in demonstrating that they were not at fault in any disputes.

- 19.3. If individuals other than those specified in Section 19.2 (e.g., event attendees) cause damage to the Operator, the Organizer shall be liable if at fault.
- 19.4. The Organizer shall indemnify and hold the Operator harmless from all third-party claims for damages arising from the event, provided that such claims result from actions or omissions of the Organizer, their employees, or other agents. This indemnity obligation extends to any fines or penalties imposed on the Operator in connection with the event.
- 19.5. The indemnity obligation shall also cover claims arising from copyright or image rights violations due to photos or videos taken and used by the Operator for reference purposes.
- 19.6. Unless otherwise specified in the contract, the Organizer shall obtain event liability insurance covering:
- Event-related personal and property damage: €5 million at minimum per incident
  - Damage to rented spaces/buildings due to fire or explosion: €3 million per incident
  - Damage to rented spaces/buildings for other causes: €150,000 per incident
  - Financial losses: €50,000 per incident
  - Environmental liability insurance: €3 million per incident
- 19.7. This insurance, if applicable, shall also cover damages caused by event attendees. Proof of insurance shall be submitted to the Operator no later than two weeks before the event. Failure to obtain the required insurance constitutes a breach of contract, entitling the Operator to terminate the agreement.

## **20. Liability of the Operator**

- 20.1. In the event that defects in the rental property arise, the Operator shall promptly rectify them upon notification. If such defects cannot be remedied, the Organizer shall be entitled to a proportionate reduction in fees in accordance with statutory provisions.
- 20.2. Any further claims for damages against the Operator—whether arising from defects in rental, tort, or other legal grounds—may only be asserted if the Operator acted with intent or gross negligence. This limitation also applies to defects existed at the time of contract conclusion. Strict liability for initial defects is explicitly excluded. The Operator assumes no liability for adverse weather conditions.
- 20.3. The liability limitations under Section 20.2 shall not apply to damages to life, body, or health caused by defects or if the Operator breaches essential contractual obligations (cardinal obligations), even in cases of slight negligence.
- 20.4. The Operator shall not be liable for losses caused by event restrictions, cancellations, or interruptions resulting from risk assessments by authorities or the Operator, except in cases of gross negligence.
- 20.5. The Operator shall not be liable for damage to or loss of items brought in by the Organizer, their employees, suppliers, exhibitors, or attendees, except in cases of intent or gross negligence.
- 20.6. The liability exclusions and limitations set forth herein shall also apply to the Operator's agents and contractors.

## **21. Force Majeure, Cancellations, Rescheduling, and Withdrawals**

- 21.1. Force majeure, as defined by case law, refers to an external event with no operational connection, which cannot be avoided even with the utmost reasonable care (BGH, Judgment of May 16, 2017, Case No. X ZR 142/15). In cases of force majeure, both parties shall be released from their contractual obligations. Costs for services already rendered by the Operator before the occurrence of force majeure shall be borne by the Organizer.
- 21.2. The absence of individual artists or the untimely arrival of one or more participants, demonstrations, security consequences arising from the discovery of suspicious objects, adverse weather conditions including snow, ice and storms, as well as known pandemics, shall not, under any circumstances, be considered as 'force majeure'. These events fall within the risk of the Organizer. The Organizer is therefore recommended to obtain event cancellation insurance to cover these risks accordingly. This clause, in particular, no longer applies in connection with the COVID-19 pandemic. A force majeure clause may only apply to events that were unforeseeable and not recognizable to the contracting parties at the time of the conclusion of the contract. The special provisions set out in Section 31 shall apply in such cases. This clause shall also not apply in connection with war situations outside the Federal Republic of Germany. In such cases, the separate provisions in Section 32 shall apply.
- 21.3. The Operator shall not be liable for unforeseen events that make the scheduled execution of the event impossible and that are not attributable to the Operator. If the event must be canceled due to force majeure or by order of an authority, and the Operator is not the direct addressee of the administrative order, the Organizer shall be entitled to request a contract adjustment from the Operator.
- 21.4. If the Organizer does not hold the event for reasons outside of Section 21.1 and not attributable the Operator, or if the Organizer wishes to reschedule the event, the Organizer shall immediately notify the Operator in writing and declare their withdrawal from the contract. In such case, the Organizer shall be liable to the Operator for damages, less any saved expenses, in accordance with Section 21.5. If the Operator bears partial responsibility for the cancellation or rescheduling of the event, the Operator shall receive a reduced compensation amount in proportion to the shared responsibility of both parties.
- 21.5. The Operator's entitlement to compensation under Section 21.4. shall be structured over time, taking into account the proximity of the cancellation to the contractually agreed performance start date, and shall be calculated as a percentage of the agreed price. In calculating the compensation, usual savings and alternative uses of the services are to be considered. Compensation for cancellation shall be due according to the following schedule, based on the time of withdrawal, as a percentage of all agreed fees. The following cancellation fees apply to all services except catering:
  - Up to 180 days before the event: 25% of the total fee
  - Up to 90 days before the event: 50%
  - Up to 30 days before the event: 75%
  - Less than 7 days before the event: 100%
- 21.6. The Operator reserves the right to claim higher damages if it can demonstrate that actual expenses exceeded the applicable cancellation fees. In such cases, the Operator must itemize and justify the additional costs.
- 21.7. In the event of partial cancellations, the parties must renegotiate the new price, taking into account mutual interests and possibilities. If no agreement is reached, the partial cancellation will be treated as a full cancellation, with fees applied as per Section 21.5.
- 21.8. The Organizer may provide evidence to show that no damages occurred or that damages were significantly lower than the cancellation fees stated in Section 21.5.
- 21.9. Cancellations or withdrawals must be made in writing and received by the Operator within the specified deadlines.

## **22. Operator's Right to Withdraw**

- 22.1. The Operator is entitled to withdraw from the contract in the event of a breach of material contractual obligations after unsuccessful setting of a deadline, particularly in the following cases:
- If payment to be made by the Organizer are not paid on time;
  - If the Organizer fails to provide proof of liability insurance within the required time;
  - If the event causes a disturbance of public safety and order or damages, the reputation of the rented premises or the city of Berlin, or if based on facts, such disturbance is reasonably to be expected;
  - If the necessary official permits or authorization for the event are not obtained;
  - If the designated purpose of use for the event is materially changed;
  - If at the time of contract conclusion, the Organizer has failed to disclose that the event is being conducted by or for a political party or a radical, political, religious, or "pseudo-religious" organization.
  - If the Organizer violates legal provisions, particularly, those concerning assembly venue regulations or official requirement and orders;
  - If the Organizer fails to meet statutory and official obligations (only insofar as they relate to the event) or contractual notification, reporting, or payment obligations to the Operator, authorities, fire services, medical and rescue services, or GMEA;
- 22.2. If the Operator exercises its right withdrawal due to one of the reasons listed in Section 22.1., it retains the right to claim payment of the agreed fees, provided the Organizer is responsible for the reasons for withdrawal. However, the Operator must account for any savings in expenses.
- 22.3. The setting of a deadline under Section 22.1. is not required if the breach of contract cannot be remedied within a reasonable period.
- 22.4. Before declaring withdrawal or extraordinary termination, the Operator must set a deadline with a warning of rejection, provided the Organizer is able to remedy the reason for withdrawal without delay, taking into account the overall circumstances.

## **23. Event Termination or Evacuation**

- 23.1. Violations of material contractual obligations, house or venue rules, the security provisions attached to the contract, as well as event-related regulations or official orders must be immediately rectified by the Organizer.
- 23.2. The Operator is entitled to take corrective action at the Organizer's expense if the Organizer fails to immediately fulfill its obligations under section 23.1. If corrective action is not possible, unreasonable, or if the Organizer refuses to cover the costs, the Operator may demand the evacuation and surrender of the event premises by the Organizer.
- 23.3. If the Organizer fails to comply with a request to rectify violations of material contractual obligations, safety-related regulations or special danger situations, the Operator is entitled to terminate the event, including evacuation, at the Organizer's cost and risk. The Organizer remains fully liable for the payment of the agreed fees.

## **24. House Rules and Venue Policies**

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**CEO** Pascal Wusthoff \_ **HRB** 260958 B \_ **COURT** Amtsgericht Charlottenburg \_ **VAT ID** DE367631023  
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- 24.1. The Organizer and its Event Manager shall have the right to control premises, alongside the Operator, to the extent necessary for the safe execution of the event. The organizer and its Event Manager shall be responsible for ensuring the proper and safe conduct of the event within the rented premises. They shall be obligated to enforce the house rules with regard to visitors. In the event of violations of the house rules, they shall take the necessary measures to prevent further violations. If the Operator has arranged for a security service for the event, the Organizer and its Event Manager shall be supported by this service upon request.
- 24.2. The Operator and individuals commissioned by it, especially the security company, retain the right to control premises in relation to the Organizer, its visitors and third parties during the term of the contractual relationship. Security services shall be provided exclusively by the Operator.
- 24.3. Due to its economic and organizational responsibilities, the Organizer shall ensure compliance with the applicable governmental and/ or legal requirements regarding the respective containment measures for COVID-19 and/ or other pandemics. This shall include, in particular, the development of a hygiene concept, its implementation prior to the event, and its on-site execution. In relation to the implementation of the hygiene concept, the Organizer shall coordinate an appropriate seating plan with the Operator. The Organizer shall be responsible for ensuring compliance with the relevant governmental requirements in this regard.
- a) The Operator shall provide the Organizer, upon request with a hygiene concept specifically designed for the Organizer's event location.
  - b) The Operator shall appoint an independent, qualified hygiene officer at the Organizer's expense, if necessary.
  - c) Should the hygiene concept not align with the Organizer's event concept, the Organizer shall submit its own hygiene concept. This concept shall fully comply with governmental requirements and the recommendations of the Robert Koch Institute. It shall only be implemented after approval by the Operator. The event shall only proceed once a hygiene concept approved by the Operator has been submitted. If this is not the case the Operator shall be entitled to terminate the contract and be held harmless.
  - d) The Operator shall be entitled to have the Organizer's hygiene concept inspected by the relevant authorities as required. For this purpose, it shall be shared with third parties.

## **25. Noise Levels for Musical Performances**

The Organizer must comply with the regulations outlined in the Technical Instructions on Noise Abatement (TA-Lärm). The Operator reserves the right to close outdoor areas at 10:00 PM if complaints are received from neighbors.

## **26. Offsetting and Retention Rights**

The Organizer shall only offset claims against the Operator if such claims have been legally established, are undisputed, or have been acknowledged by the Operator.

## **27. Termination of the Contractual Relationship**

- 27.1. Notwithstanding the foregoing provisions regarding event cancellation and withdrawal, the collaboration under this contract may be terminated by either party for good cause. The statutory right to terminate the contract at any time without stating a reason is expressly excluded.
- 27.2. Good cause shall be deemed particularly to exist if one of the contracting parties commits a serious breach of the agreements or fail to provide agreed-upon services, despite a written warning, within the specified time, resulting in significant disruptions to the preparation and execution of the event.
- 27.3. Termination must be made in writing.



## **28. Data Protection**

- 28.1. Personal data is collected, processed, and used for fulfillment of the contractually agreed business purposes. This occurs in accordance with applicable legal provisions. The personal data provided by the Organizer will be collected, stored, and processed by the Operator solely for the purposes arising from the contract or these General Terms and Conditions, in compliance with the relevant provisions of the Federal Data Protection Act (BDSG, the Digital Service Act (DDG), and the General Data Protection Regulation (GDPR).
- 28.2. The personal data will not be disclosed to third parties. This does not apply to the disclosure to third parties involved in the execution of the contract within the scope of contract performance. Any transmission of data to third parties involved in the execution of the contract will also occur in accordance with legal provisions of the BDSG, DDG and GdPr. The scope of the transmission will be limited to the minimum necessary for contract performance. The privacy policy [...] forms part of the contract.
- 28.3. The Organizer has the right to request the modification or deletion of the personal data stored by them at any time. However, this right does not apply if the deletion of the data is precluded by statutory or contractual retention periods. Additionally, this right does not apply if the data is required for the establishment, content modification, or termination, as well, as the execution of the contractual relationship between the Organizer and the Operator and must be retained for these purposes.

## **29. Data Security**

The Operator employs technical and organizational security measures as defined in Article 32 of the GDPR to protect personal data against accidental or deliberate manipulation, loss, destruction, or unauthorized access. The security measures are aligned with the latest technological standards and are continuously updated as technology evolves.

## **30. Principles of Cooperative Collaboration, Confidentiality, and Non-Disclosure**

- 30.1. For the purposes of fulfilling the contract, the contracting parties shall cooperate and act loyalty with one another and shall promptly inform each other of any material changes.
- 30.2. Any disputes shall be resolved in good faith with the goal of reaching an amicable solution.
- 30.3. The contracting parties agree to:
  - a) Treat all confidential information, business relationships, and other business operational facts, that become known during the collaboration and are exchanged between the contracting parties under this contract – whether communicated orally or in writing, and whether explicitly marked as confidential or regarded as confidential based on the circumstances of transmission as strictly confidential; and
  - b) not use or disclose this information to third parties for any purposes other than fulfilling the contract, even after the full performance or termination of this contract. The operator may only disclose such information to its own management, employees, and consultants, provided that these individuals are also bound by confidentiality obligation in accordance with these provisions and are involved with matters related to this contract. The Operator will take all reasonable measures to prevent unauthorized use of confidential information and personal data and will promptly inform the customer of any suspicion of unauthorized use or transmission.

- 30.4. The confidentiality obligations set out in the preceding paragraph 3 shall not apply if:
- a) The disclosing party has granted prior written consent for the specific instance of disclosing the confidential information to a third party;
  - b) The receiving party has obtained the confidential information from a third party prior to entering into this contract or thereafter, without breaching this contract, provided that the third party lawfully obtained the information, and the disclosure does not violate any confidentiality obligation to which the third party is bound;
  - c) The receiving party is entitled, under Section 3 or 5 of the German Trade Secrets Act (GeschGehG), to acquire, use, or disclose information qualifying as trade secret under Section 2(1) of the German trade Secrets Act or
  - d) The receiving party is required to disclose confidential information by order of a competent court, authority, or other public law body or is otherwise legally or by the regulation of a stock exchange obliged to do so, in which case the receiving party shall take all reasonable steps to prevent or limit the disclosure of the confidential information to the greatest extent possible.

The receiving party shall bear the burden of proof for the existence of an exception to the confidentiality obligation.

### **31. COVID-19 (Corona SARS-CoV-2)**

- 31.1. Both parties acknowledge the risks associated with the COVID-19 pandemic, which may lead to the possibility of event cancellations, changes to the event format (e.g., hybrid or digital events), or the need of rescheduling of future events. The customer, as the organizer assumes the basis "event risk" and therefore, the risk of use. This applies particularly if a government ban is imposed for the planned event period, as the pandemic and its potential impacts on event planning and are now foreseeable.
- 31.2. The organization and execution of the planned event is not possible for the Organizer if a government ban or risk situation exists, where a danger assessment cannot currently be made, but guidelines of the relevant health authority at the event location, the Robert Koch Institute (RKI) and/ or the WHO deem compliance with the Organizer's protection obligations during the event to be untenable.
- 31.3. The parties agree that in the event of a cancellation due to any of the hindering reasons outlined in Section 31.2, the contract will be adjusted according to the options outlined in Sections 31.4. to 31.6. (rescheduling event adjustment, cancellation) assumes the "event risk" and associated usage risk, including the possibility of legal prohibitions during the scheduled event period. In the case of a government ban according to Section 31.2 (a), the party affected by the ban shall inform the other party immediately.
- 31.4. COVID-19 related Rescheduling: the parties agree that in the event of any of the reasons listed under Section 31.2., the event shall be rescheduled to a later date, up to a maximum of 18 months from the original planned date. Rescheduling means the event will take place with the same scope and content at a later time. The date selection is subject to availability by the Operator. The request for rescheduling shall be submitted to the Operator in writing within 2 weeks of the hindering reason being made known as per Section 31.2. If the Organizer opts for rescheduling, they are not obligated to declare cancellation, regardless of any contrary provisions in the contract and/ or the GTC. In such case, the Organizer will not be liable to pay cancellation fees for the original agreement. Any advance payments made will be credited toward the new event. Any additional costs resulting from the rescheduling shall be borne by the Organizer, including but not limited to price, increases from subcontractors and rising energy costs. If rescheduling due to COVID-19 is not possible, the provisions regarding a full COVID-19 related cancellation in Section 31.6. shall apply.

- 31.5. COVID-19 related Event Adjustment: If the event format is limited/ downsized and/ or changes (e.g., to a hybrid format), the parties shall set the new price based on mutual interests and possibilities only if the revenues decrease significantly (after the contract has been concluded) due to a substantial reduction in attendance. In this case, the Operator is entitled to apply cancellation costs as per section 21.5 on the difference. If an agreement cannot be reached, the cancellation shall be treated as full cancellation in accordance with Section 21.5. The vent adjustment shall be communicated to the Operator in writing no later than 30 days before the event. The Organizer has the obligation to be aware of any applicable government bans for the event location and the relevant event period that may affect their event. The Operator will inform the organizer of this upon request. Otherwise, the provision for a full COVID-19 related cancellation according to Section 31.6. apply.
- 31.6. Covid 19-related Cancellations: If the Organizer fully rejects rescheduling or vent adjustment, they are obligated to compensate the Operator for the damages incurred, less any saved expenses (so-called compensation claim as cancellation compensation). The cancellation shall be made in writing. The amount of the cancellation compensation is determined on a sliding scale, considering the proximity to the scheduled start date, and is calculated as a percentage of the agreed price. In calculating the compensation, the expenses usually saved and the possibilities for the alternative use of the services will be taken into account. The cancellation compensation is determined by the timing of the cancellation and the following cancellation compensation will apply:
- Up to 180 days before the event: 25 %
  - Up to 120 days before the vent: 50 %
  - Up to 90 days before the event: 75 %
  - From 89 days before the event: 90 %
  - Up to 7 days before the event: 100 %
- The Organizer shall prove that no damage or a substantially lower amount of damage occurred than the flat rates in the event contract.

### **32. Cancellations Due to Foreign Conflicts**

- 32.1. Conflicts outside Germany shall not affect the contractual relationship, as the mutual obligations remain unaffected. A reduced attendee count resulting from such conflicts does not entitle the Organizer to cancel the contract without penalty.
- 32.2. In the event the Organizer cancels the event due to a war situation abroad the Sections 21.4. and 21.5 shall apply.
- 32.3. Should armed conflicts outside of the Federal republic of Germany, for example due to travel restrictions, lead to a reduction in the number of participants, this shall not grant the Organizer the right to cancel the contract without charge. The reduction in the number of participants falls solely within the risk area of the Organizer. Even in case of armed conflict outside the Federal republic of Germany, the provisions os Section 10.4. of these GTC shall apply.
- 32.4. The situation is different in cases of armed conflicts within the territory of the Federal Republic of Germany. These constitutes as case of force majeure within the meaning of Section 21.1. of these GTC.

### **33. Place of Performance, Jurisdiction, and Invalid Clauses**

- 33.1. The contract is governed by the laws of the Federal Republic of Germany. The place of performance and jurisdiction is Essen.
- 33.2. Amendments to the contract or these GTC, including annexes, shall be made in writing to be valid.
- 33.3. Should any provision of these GTC be invalid or become unenforceable, they shall be replaced by statutory provisions.

As of April 2025