

# GTC MEISTERSAAL

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## General terms and conditions for the rental of event locations

### § 1 – General provisions

1. The BESL Event Agency GmbH & Co.KG (lessor) rents out the Meistersaal Berlin with a maximum capacity of 500 people (rental object).
2. Any contracts concluded with the lessor, no matter the type, are based on these general terms and conditions. Any of the lessee's differing conditions that haven't been explicitly accepted in writing by the lessor are non-binding, even if the lessor does not explicitly reject them verbally or in writing.

### § 2 - Renting

1. No legal claim to the closure of a contract can be derived from a verbally or written reservation for the rental of the rental object for a certain date and/or a verbally or in writing applied for a designated date option and/or a handed in application for the rental for the rental object. Designated date options are subject to confirmation and non-binding.
2. A legally binding contract that guarantees the lessee's the right to usage only comes into effect after the rental agreement is sent including both the lessor's and lessee's signatures.
3. By closing the contract the lessee accepts the general terms and condition as part of the contract.
4. A usage of the location by a third party differing from the rental agreement and/or a sublease agreement is only admissible after the lessor grants a previous explicit written permission. In case of an access granting to a third party and/or sublease contrary to these provisions the lessor is entitled to an extraordinary termination of the contract without prior notice.
5. The lessee obliges himself to the lessor to state his name, the complete company name and address in a clearly visible manner and to highlight his role as the "organizer" in advertising measures for the event. The lessee is to consider the lessor's conventional suppliers in his advertising measures. Advertising measures that are visible inside a rental object and on the site of a rental object can only be installed with the explicitly granted written permission of the lessor.

**6.** The lessor is entitled to an extraordinary termination of the contract for important reasons, in particular when

- + The agreed upon payment is not paid in time;
- + The planned event or the preparation works for the planned event threaten to cause disturbances of public order and security or, considering all relevant factors, threaten to damage the city of Berlin's and/or the lessor's image, in particular when there is a justified cause for concern that in connection with the planned event and/or before or after the event there is a justified danger of violence in any form;
- + The lessor obtains knowledge of factors after the signing of the contract that, taking all relevant factors into account, justify the reasonable worry that the event planned by the lessee might be an infringement of existing laws and/or might cause disturbances of public order and security and/or is cause for the justified concern that visitors, personnel, passersby or other persons might be injured or the event location might be damaged
- + Proof of legally required registrations or permits is not provided
- + An insolvency procedure is opened concerning the lessee's capital or the opening of insolvency proceedings is refused due to insufficient funds to cover the costs;
- + The lessee's ability to pay is no longer indicated, in particular if objections to bills of exchange and cheques have been made; A usage/transfer/sublease to a third party has taken place without the lessor's prior expressed permission in writing.;
- + A use/transfer/sublet to third parties takes place without the prior express written permission of the lessor.

The extraordinary termination of the contract will be made known to the lessee in writing. Should the lessor exercise his right to extraordinarily terminate the contract the lessee is not entitled to any compensation for damages nor reimbursement of his expenses or loss of profit or other claims of any kind.

**7.** This list of reasons for extraordinary termination of the contract by the lessor is only exemplary and does not affect the lessor's right to extraordinary termination of the contract due to other important reasons.

**8.** Should the lease be terminated by the lessor due to an extraordinary termination of the contract due to important reasons, the lessee is liable for any damages the lessor suffers due to the fact that the venue cannot be leased to a different lessee during the time stated in the contract or can only be leased to a different lessee at a lower price. Here, § 4 section 2 of the user contract applies. Further, the lessee is liable for all costs that already incurred up to the point of the extraordinary termination of the contract. The above provisions are without prejudice for the assertion of more extensive damage by the lessor.

### § 3 – Force majeure

1. In case of force majeure and other exceptional and unindebted faults – as for example interruptions of operations, strike, shortage of means of transport, interventions by the authorities, shortages of energy supply, acts of war and natural disasters, that make carrying out the event impossible the lessor is released from his obligation to make the location available to the lessee. This is even more true in case of interruptions of operations that were caused by force majeure and in which case the lessor applied all possible measures to provide a replacement but the execution of the event is still not possible.
2. The cancellation of the event due to force majeure or other unforeseeable events is to be reported to the lessee by the lessor in text form.
3. Should an event have to be cancelled due to force majeure or other unforeseeable events, any claims for damages and other claims against the lessor, no matter which nature they are, are excluded. This does not apply if the reasons were known to the lessor at the time of the conclusion of the contract or if the lessor is in default of acceptance.

### § 4 - Liability

1. The lessee bears the entire risk for the event, including the preparation and the wrap-up after. The lessee is responsible for any damages that might occur due to the usage of the location caused by the lessee, his representatives or the guests of the event. The lessee is especially responsible for damages to the building or the fixtures caused by the application of decorations or advertisements, the placement of foreign or alterations of the location's own furnishings.
2. The lessee holds the lessor harmless of all claims against him, his representatives or third parties, particularly guests of the event that are caused by the usage of the event location. The lessee internally assumes the responsibility to ensure public safety concerning the entire rental object including the installations contributed by him. In case a security service according to § 5 section 19 of the general terms and conditions has been hired this service provider assumes part of the duties to ensure public safety. The lessee holds the lessor harmless of all third party claims against him caused by violations of the duty to ensure public safety. The lessor is only liable for claims caused by violations to the duties to ensure public safety in cases where the condition of the rental object before its transfer to the lessee comes into question. In case of failures of facilities, malfunctions or other hindering or impairing events the lessor is not liable.
3. The lessee is liable for all damage claims due to personal injuries or material damages, particularly those caused by himself, the organizer, his representatives, guests or other third parties that occur in connection with the event and exempts the lessor from them. The lessee is obliged to take out adequate liability insurance and has to prove its existence by presenting the insurance policy and premium receipt to the lessor upon written request. Should this proof not be presented upon request up to 3 days prior to the event the lessor is entitled to take out a corresponding insurance policy on behalf and at the expense of the lessee.

4. Damage claims by the lessee against the lessor due to delay, impossibility of performance, positive violations of contract, negligence when entering into the contract, failure to fulfill the contract, unlawful acts, particularly due to all personal injuries and material damages, and all other compensation claims against the lessor caused by all other possible reasons are excluded unless the damage was caused deliberately or through gross negligence of the lessor or his assistants or vicarious agents.
5. Should the lessee not execute the event due to a reason for which the lessor is not responsible § 6 applies correspondingly.

## **§ 5 – Terms of usage**

1. The lessor makes the location available for the lessee's execution of the purpose stated in the contract. The rental agreement only refers to the rooms stated in the contract. The lessee is entitled to integrate facilities necessary to execute the purpose of the contract and is obliged to completely remove said facilities at the end of the rental duration. The lessee obliges himself to return the rental object without any damages at the end of the rental duration. Any damages caused by the lessee or his guests will be repaired at the lessee's expense.
2. The lessee is responsible for ensuring that no damages or remnants remain. Any damage or remnants caused by the lessee will be repaired/removed at the expense of the lessee.
3. The lessee is responsible to ensure a proper and trouble-free execution of the event. He is expected to perform all necessary safety measures and to meet all requirements imposed by regulatory authorities as well as all regulations applying to the right of assembly as amended. The lessee obliges himself to ensure sufficient first aid posts and fire security guards according to the number of guests expected.
4. Decorations, advertisements and other structures and installations installed by the lessee have to comply with fire safety conditions and, as applicable, with building regulations. They may only be installed with the lessor's consent. Nails, screws, staples, eyelets etc. may not be driven into or screwed into floors, walls, ceilings or furnishings in order to install decorations. It is hereby explicitly prohibited to drive screws, nails or staples into the stage boards (tape and other mounting materials have to be removed without residue after usage). Usage of Gaffa/Duck tape on the interior walls of the location is prohibited. Staircases, hallways, emergency exits, fire extinguishing appliances and fire detectors may not be blocked or covered. All exits have to be unlocked during the event. Installations of cables etc. on ground level through escape routes are prohibited.
5. The lessee has no say on to whom and to which purpose the areas not included in his rental agreement are rented to at the same time, in particular how and when these rooms and areas are prepared for other events.



- 6.** The opening of the rental object and rooms provided to the public takes place one hour prior to the start of the event unless otherwise stated in the contract. The lessee is obliged to state a binding time of admission to the lessor in writing, no later than 48 hours prior to the event. Should there be a delay in the entrance, the lessee covers the costs for bar personnel for the timeframe from the scheduled entrance time to the delayed entrance. This does not apply if the lessor is responsible for the delay. The time frame between the opening and closing of the used rooms is considered to be the event duration. The lessee must ensure that the event has come to an end by the time stated in the user contract and that the rooms are being vacated. Unless there are complaints filed by the lessee in writing no later than 2 hours prior to the beginning of the event, the rooms and their furnishings made available to the lessee are considered as handed over in orderly condition.
- 7.** The domiciliary right stays with the lessor at all times.
- 8.** The lessor's representatives are to be granted access to the rooms made available to the lessee at all times.
- 9.** The lessee obliges himself to comply with all structural and official safety regulations as well as all occupational safety regulations within the rental objects. No objects can be hung from the ceiling in the rental object
- 10.** The lessee is to provide 3 copies of distribution plans of the structural facilities no later than 6 weeks prior to the event if an exhibition will be installed. These distribution plans are to provide detailed information on walkways and their dimensions, movable walls and exits. Doors, emergency exits and escape routes may not be blocked or obstructed. In case of any overrun of this deadline § 2 section 6 comes into force.
- 11.** The stands may only be made of flame-retardant material.
- 12.** The lessor can request the presentation of drafts for advertisements, posters and advertising flyers for events and can prohibit their publishing or distribution if the design of the advertising material threatens to damage the lessor's reputation or threatens to infringe trademarks and/or copyrights of third parties.
- 13.** The prepreparation kitchen is to be cleaned thoroughly after the event and before the leased item is returned to the lessor if it is used by an outside caterer. The stove and refrigerators in particular have to be left in an orderly condition.  
A cleaning of the prepreparation kitchen as well as the appliances can be commissioned by the lessor at the expense of the lessee in case they are not left in proper condition.
- 14.** The lessee is responsible for the following obligations at his own expense:
- + Obtaining of official permits of any kind
  - + Purchasing of GEMA rights
  - + Respecting the act for the protection of minors and obtaining necessary special permits, possibly reviewing custody with persons under 16.

**15.** The lessee needs to obtain prior written consent by the lessor for the following activities:

- + Use of pyrotechnics
- + Commercial film-, radio-, TV- and tape recordings

**16.** Catering is operated and managed by the lessor. This includes primarily the sale of beverages. The sale or provision of food has to be negotiated if needed and has to be approved by the caterer and the lessor. The sale or provision of drinks to the lessee's guests has to be agreed on separately. Food and drink that is provided by the lessee is subject to a corkage fee that is to be agreed on.

**17.** All technology in the rental object is provided exclusively by the lessor..

**18.** Doors and windows are to be kept closed at all times in case of noise development (e.g. rehearsals, sound-checks, events with musical acts).

**19.** From 8 pm on and on weekends a security service experienced in working with the field is to be hired (licensed in accordance with § 34a commercial code).

**20.** The lessee is to inform the lessor comprehensively about the scope and character of the planned event prior to the conclusion of the contract. The lessor reserves the right to refuse to accept events that do not comply with the character of the rental object or whose execution is not permitted by the owner of the rental object.

**21.** Instructions by representatives of the lessor are to be followed.

**22.** The ban on smoking is to be respected when using the location.  
(Except for the smokers' lounge)

**23.** No payments can be withheld or diminished due to technical malfunctions that are not the lessor's responsibility.

**24.** Brought along items, as well as personal items or items rented by the lessee are at the rented object at the lessee's own risk. The lessor accepts no liability for loss, destruction or damage.

**25.** If BESL provides the lessor with internet access or other data services, either free of charge or for a fee, use of such access is at the organizer's own risk. In particular, BESL accepts no liability for any resulting loss of data or unauthorized access to data by third parties, or for any of the organizer's unsuitable technology. In the event of legal infringements due to misuse of internet access (e.g. breaches of copyright) by the organizer, the organizer will be held liable for these. If the organizer in turn gives his guests access to the service provided by BESL, the organizer is obliged to indemnify BESL against third-party claims arising from misuse of internet access by the organizer's guests.

## § 6 Withdrawal from the contract by the lessee (cancellation)

1. In case of a withdrawal from the contract by the lessee the lessor is entitled to charge the lessee fees that are constituted as follows:

<b>DAYS SINCE FIRM BOOKING</b>	<b>WORKING DAYS BEFORE EVENT</b>	<b>SHARE IN %</b>	<b>AMOUNT TO BE PAID (RENT LIST PRICE 4,300 €)</b>
0	to 121	50	rent
120	to 61	100	rent
60	to 31	20	of the total, 100 % rent
30	to 16	50	of the total, 100 % rent
15	to 8	80	of the total, 100 % rent
7	to 0	100	of the total, 100 % rent

2. The assertion of a contractual penalty shall not be deemed to have been made in this respect.

3. The calculation of the aforementioned notice periods is based on when the notice of withdrawal from the contract in text form is received by the lessor.

4. In the event of withdrawal from the contract by the lessee, BESL is entitled to the full agreed amount, less the amount of expenses it has saved as a result of revocation of the contract, the amount it has earned or willfully refrained from earning by utilizing its workforce in another way and the amount owed in accordance with § 6 section 1 above. The lessor expressly reserves the right to claim further damages.

5. Unbiased by the cancellation date all efforts and costs caused by the event will be invoiced to the organizer.

## § 7 - Secrecy

The lessee is sworn to secrecy concerning all facts that have become known to him due to this agreement. This holds true for all documents provided or created in the course of this cooperation as well. The non-disclosure agreements of the lessee's contractual partners remain effective after termination of the contract.

## § 8 - Right of retention

The lessee is entitled to a right of retention concerning undisputed claims or claims declared final and undisputable by a court. The lessor is entitled to avert a lessee's right of retention or right to withhold performance by a security deposit (also by a bank guarantee).



## **§ 9 – Form agreements**

Changes and additions to these general terms and conditions require written form. The contractual parties have not reached oral agreements. Any waiver of the written form requirement has to be laid down in writing.

## **§ 10 – Governing law and jurisdiction**

**1.** This contract and all resulting rights and obligations is subject to the law of the Federal Republic of Germany with the exception of the United Nations Convention on Contracts for the International Sale of Goods.

**2.** The place of jurisdiction for all disputes arising from this agreement is Berlin.

## **§ 11 – Severability clause**

If a regulation of this contract is or becomes ineffective, the validity of the rest of the contract is unaffected. Both parties commit to immediately agree on a legally permissible provision that best reflects the economic intention of the invalid or unenforceable provision.

*February 2024*