

# General Letting Conditions Aachener Bend (Fair)

## Recitals

The City Council of Aachen is letting, through its owner-operated municipal enterprise, EUROGRESS AACHEN –hereinafter also referred to as “Lessor” – its premises and event space at the Bendplatz, in accordance with these letting conditions.

These General Letting Conditions form an essential contractual component of the underlying lease. They apply to all tenancies, unless any provisions to the contrary have been agreed in the underlying lease. Any deviating or additional terms and conditions of the Lessee shall not apply.

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## I. Terms and conditions of lease

### Art. 1 Coming into force of the tenancy

1. Any use of pitches at the Bendplatz shall require a written lease.
2. The present terms and conditions of lease shall apply vis-à-vis commercial lessees who were already customers of the Lessor, as an essential component of the lease, even if they are not once again sent to the Lessee with the lease.
3. Leases are executed in the name of and on behalf of the Lessor exclusively by the management, deputies of the Lessor and employees holding a corresponding individual power of attorney.

### Art. 2 Subject of the agreement

1. The Lessor is letting to the Lessee for the respective event specified in the lease a pitch for the commercial activity designated in the lease. The characteristics of the business need to match the text of the lease in regard to both the business equipment and the range of items offered for sale. Should the shop not match the contractual provisions in regard to the size, facilities and range of items on offer, the Lessor shall be entitled to refuse to authorise the Lessee to set up the shop on the leased premises or subsequently make an additional claim for rent, if a greater amount of pitch space is required. Not authorising the Lessee to use the pitch to set up the shop shall not absolve the Lessee from paying the rent for the stand in the scenario described above.
2. The Lessee shall not be entitled to sub-let its pitch, or pass it on to a third party in any other way. Also in this case, the Lessor shall still be entitled to refuse to authorise the Lessee to sub-let its pitch. Not authorising the Lessee to sub-let its pitch shall not absolve the Lessee from paying the rent for the stand.
3. The pitch markers are to be adhered to exactly. No claims exist to hard standings for equipment trolleys.

### Art. 3 Duration of the lease, periods of use

1. The pitch is being let for the period agreed in the lease. Any preparation times required, for setting up the equipment, decorating the area, and dismantling the equipment again are to be taken into account by the Lessee accordingly.
2. Once the period of the lease has expired, the object of lease is to be returned by the Lessee in a tidy condition. No separate request to leave the premises on the part of the Lessor shall be required.
3. Any items, fixtures, superstructures, etc., introduced by the Lessee or by third parties on its behalf during the period of lease are to be removed by the Lessee, without a trace, by the end of the lease, and the previous state is to be restored. Any items remaining in the area following the expiry of the period of lease may be removed, for a fee, at the Lessee's expense.
4. It is pointed out to the Lessee that the object of lease is usually needed for other events directly once the period of lease laid down in the lease has expired. Should the object of lease not be returned in good time, the Lessee shall, in any event, pay compensation for use in line with the rent, as minimum damages. The Lessor reserves the right to assert further claims due to the late return of the object of lease.

### Art. 4 Goods and/or services on offer

1. The Lessee may, during the entire period of the event, within its daily opening hours laid down by the organiser, not extend the range of goods or services specified in the lease, corresponding to the subject matter of its business, to include other goods or services. Apart from any inevitable temporary difficulties in procuring new supplies that are usual in business, it will be required to uniformly maintain this range of items. The outward appearance of its business is to be equipped accordingly in terms of its presentation, lighting and any musical equipment. Any orders issued by the organiser in this respect are to be complied with.
2. Company names and address, as well as any terms and conditions of use and prohibitions imposed upon pitch users are, in line with statutory requirements, to be posted where they are clearly visible. Price lists for the services offered are to be affixed facing the street, in a place where they can easily be read.
3. The Lessee may not derive any rights or file any objections concerning the fact that, besides its own goods and/or services on offer, other - similar or identical - goods and/or services on offer are simultaneously licensed for the event.

### Art. 5 Rent and ancillary expenses

1. The rent agreed between the Lessee and Lessor is to be laid down in writing in the respective lease. The rent does not cover any ancillary expenses or additional services, unless anything to the contrary has been agreed in the lease. The fee for ancillary expenses and additional services that are not listed separately in the lease shall be in line with the Lessor's applicable “price lists” on the day of the event.
2. Payments are to be made without any deduction.

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### Art. 6 Advertising

1. It is solely up to the Lessor to promote the event, and falls solely within its sphere of responsibility. Any advertising efforts within the grounds of the Lessor shall require the Lessor's special written consent.
2. Unauthorised bill-posting is prohibited by law, and shall oblige the Lessee to pay compensation for damage.

### Art. 7 GEMA fees

1. It shall be solely incumbent upon the Lessee to register and pay the fees for performing and reproducing works protected at GEMA (*Gesellschaft für musikalische Aufführungs- und mechanische Vervielfältigungsrechte* - Society for musical performance and mechanical duplication rights) or the GVL (*Gesellschaft zur Verwertung von Leistungsschutzrechten mbH* - Collecting society concerning ancillary copyrights) under the law of ancillary copyrights. The Lessor may require from the Lessee proof in writing of the registrations for the event with GEMA or GVL, proof in writing of GEMA or GVL having issued an invoice or proof in writing of having paid the fees to GEMA or GVL in good time prior to the event. Should the Lessee not be in a position to provide said proof, in accordance with sentence 1, or not be prepared to do so, the Lessor may require a security deposit to be paid in the amount of the anticipated fees due by the Lessee, in good time by no later than 14 days prior to the event.
2. The Lessee irrevocably acknowledges that it is the only organiser and responsible party within the meaning of Secs. 81 and 97 German Copyright Act of the event subject to the lease. The Lessee irrevocably frees and relieves the Lessor, in regard to the fees falling due under Clause 1, from any claims by third parties. This shall also apply to any costs of legal prosecution which may, to that extent, arise.
3. In regard to any works subject to a fee in accordance with Clause 1, which are performed during the event, the payment of the fees or the putting down of a security deposit in accordance with Clause 1, sentence 3, shall be a material obligation on the part of the Lessee vis-à-vis the Lessor.
4. Should the Lessee fail to comply with its obligations to provide proof or pay a security deposit, in accordance with Clause 1, or fail to do so in good time, this shall entitle the Lessor, after setting a grace period threatening to refuse the Lessee access to the site (see, in that respect, also Art. 12(1) (g)), to withdraw from the contract and claim damages.

### Art. 8 Entertainment tax

1. The City of Aachen shall levy an entertainment tax on dance events of a commercial nature, including events where dancing is possible.

A dance event of a commercial nature exists if it is carried out by the organiser with the intention of achieving profit or if third parties offer food and drink for sale as part of the event with the intention of making a profit, or participate in the income or revenues from the event.

The above-mentioned events are to be registered at least seven working days prior to commencement of the event with the City of Aachen, Tax and Accounting Dept., which, in cases of doubt, will also provide advice.

2. The Lessee irrevocably acknowledges that it is the only organiser and responsible party of the event subject to the lease. The Lessee irrevocably frees and relieves the Lessor, in regard to the taxes falling due under Clause 1, from any claims by third parties. This shall also apply to any costs of legal prosecution which may, to that extent, arise.
3. Should the Lessee fail to comply with its obligations to register, in accordance with Clause 1, or fail to do so in good time, this shall entitle the Lessor, after setting a grace period threatening to refuse the Lessee access to the site (see, in that respect, also Art. 12(1)(g)), to withdraw from the contract and claim damages.

### Art. 9 Radio, TV, Internet and loudspeaker transmission; creation of audio and audio/video recordings as well as images

1. Audio recordings, audio/video recordings, video recordings and any other recordings and transmissions of the event of any kind (radio, TV, Internet, loudspeaker, etc.) shall, subject to the consent of the copyrights and ancillary copyright holders participating, also require the written consent of the Lessor.
2. The Lessor shall be entitled to prepare audio/video recordings, as well as drawings of the course of events or items exhibited or used, or have them prepared, for the purposes of documentation or for its own publications.

The Lessee undertakes to incorporate a corresponding passage into its General Terms and Conditions of Business, and point out the Lessor's right to its customers in a suitable form.

### Art. 10 Responsibility and liability on the part of the Lessee

1. The Lessee shall be liable vis-à-vis the Lessor, independently of fault, for compensation for damage should any injury to persons or damage to property and assets occur which is caused by it, its agents, vicarious agents, guests or any other third parties within the meaning of Secs. 278, 831, 89 and 31 of the German Civil Code (*BGB*) in connection with setting up or running its business.
2. The Lessee shall free and relieve the Lessor for any claims for compensation for damage filed by third parties that are asserted in connection with the setting up and running of its business, in so far as the latter are its fault or the fault of its vicarious agents.
3. Should any regulatory offences be committed as a result of violations of the provisions of these contractual terms and conditions, and, in consequence of such, administrative fines be fixed, to be paid by the Lessor or its vicarious agents, the Lessee shall be obliged to accept them or reimburse the administrative fines fixed immediately, to the extent that the fixing of them is based on breaches of duty that are the fault of the Lessee or its vicarious agents.
4. The obligation to accept the latter and exempt the Lessor shall, in accordance with the above provision in Clause 3, also extend to any administrative fines that are fixed based on other regulations under public law, e.g. based on police regulations or official decrees issued against the Lessor or its vicarious agents.
5. The Lessor will pass on to the Lessee any imposition of regulatory offences and fixing of administrative fines (see Clauses 3 and 4 above) which

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fall within the sphere of responsibility of the Lessee, without delay. The Lessee shall be entitled to require the Lessor to file an opposition and action against any relevant stipulations. In such a case, the Lessee shall be obliged to accept the costs of legal prosecution arising as a result in full, and, to that extent, entirely free and relieve the Lessor.

6. Any further liability on the part of the Lessee in accordance with the statutory provisions shall not be affected thereby.
7. The Lessee shall free and relieve the Lessor, and hold it harmless, from any claims for compensation for damage that may be asserted in connection with setting up and running its business.

### Art. 11 Liability on the part of the Lessor

1. The Lessor's liability independently of fault for compensation for damage for initial deficiencies of the objects of lease let is excluded.
2. The Lessor's liability for slight negligence is excluded in so far as no cardinal obligations or material contractual obligations are infringed.
3. Should any material contractual obligations or cardinal obligations be infringed, the Lessor's obligation to pay compensation for damage shall be limited to the foreseeable, contractually typical, direct average damage, according to the type of agreement. This shall not apply if grossly negligent or wilful breaches of duty exist.
5. The Lessor shall not be liable for any losses which may arise due to measures to maintain security and order arranged for by it. Should the event be restricted, cancelled or called off, on the Lessor's instructions, in consequence of a false estimation of the situation, it shall not be liable for any cases of slight negligence. The Lessor's liability shall likewise be excluded if an event has to be interrupted, restricted, changed, cancelled or called off, on the instructions of authorities.
6. The Lessor shall not accept any liability for any items belonging to the Lessee, its employees, suppliers or any other third parties acting on behalf of the Lessee that are brought onto the premises.
7. Should the liability in accordance with the provisions of these terms and conditions of lease be excluded or limited, this shall also apply to the personal liability of the Lessor's employees, contractors, staff, legal representatives and sub-contractors.
8. The above disclaimers and limitations of liability in Art. 8 shall not apply in the event of injury to life, the body or the health of persons.
9. Should it not be possible for the contractually agreed event to take place, due to an Act of God, each contractual partner shall bear its costs incurred up to that point itself. Bad weather, including ice, snow and storm, shall not, in any event, fall under the term "Acts of God".

### Art. 12 Withdrawal from the lease

1. The Lessor shall be entitled to withdraw from the lease without giving notice, after unsuccessfully setting a deadline and threatening to withdraw, if
  - a) the payments to be made by the Lessee (rent, ancillary expenses, deposit) have not been made in good time;
  - b) a breach of public safety and order or impairment of the reputation of the City Council occurs through the event;
  - c) the official approvals or permits required for this event have not been obtained;
  - d) the purpose designated in the lease is considerably changed;
  - e) insolvency proceedings are instituted over the assets of the Lessee, or the institution of insolvency proceedings has been declined due to lack of funds;
  - f) statutory provisions are infringed by the Lessee, in particular operating regulations of the Ordinance on the Construction and Operation of Special Structures or official requirements and decrees;
  - g) the Lessee fails to comply with its statutory and official obligations – only in so far as the latter are connected with the event - or contractually accepted obligations to inform, notify and pay the Lessor, or obligations vis-à-vis authorities the GEMA or GVL or in regard to the entertainment tax.
2. Should the Lessor make use of its right of withdrawal, no claim for compensation vis-à-vis the Lessor shall accrue to the Lessee.
3. Should the Lessee not take part in the event for reasons that are not the fault of the Lessor, in the event of a cancellation the Lessee shall pay the contractually agreed rent. Not turning up on the contractually agreed date shall also be assessed as being a cancellation.

In addition, any costs incurred to the Lessor until the time of cancellation are to be borne by the Lessee.

The Lessee shall be entitled to provide evidence that lesser damage has been incurred to the Lessor. If necessary, the Lessor shall notify the Lessee of the information required in this respect following a prior written request.

4. The organiser's obligation to pay the agreed fees shall lapse, with the exception of the costs for any services already provided, in cases of Acts of God, which transpire to be external, non-foreseeable events that cannot even be averted by taking the extreme care that may reasonably be expected, unless anything to the contrary has been established below.

The absence of individual artists or the unpunctual arrival of one or more participants, as well as inclement weather, including ice, snow and any other types of inclement weather, with the exception of flooding in the vicinity of the meeting place, do not constitute "Acts of God" within the

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meaning of the existing terms and conditions of business.

The cancellation or calling off of an event due to the existence of Acts of God in the event of terrorist strikes being threatened or any other threatening scenarios that need to be taken seriously, or due to discovering so-called "suspicious items", which may lead to the event being called off or cancelled by the organiser or by order of the authorities, shall fall within the organiser's sphere of risk, as, through the content of the event and the composition of the circle of participants and visitors, as well as due to the publicity for the event arranged by it, it can influence the likelihood of such events or decisions occurring. In the event of an event being cancelled prior to commencement of the agreed period of use, the regulations on the cancellation of the event laid down in Clause 3 shall, to that extent, apply. Should the event be called off after it has commenced, all the agreed fees are to be paid by the organiser, less the costs not yet incurred as at the date of cancellation. To the extent that it would accordingly like to insure the associated financial risks, the organiser is recommended to conclude corresponding insurance in regard to any event cancellations.

### Art. 13 Operating regulations

1. The Lessee is aware that this agreement on the running of its business shall not replace any permits, approvals, confirmations of acceptance, etc. which may be required in accordance with any regulations, in particular building law regulations, regulations concerning safety and order, or commercial, gastronomic or health regulations, even if municipal authorities are responsible for granting them. It shall be solely responsible for providing them, in good time and in full, at its own expense, and shall be solely liable, under any legal aspects, for the event of their not being provided, and the consequences of the latter.
2. The Lessee shall, upon concluding the agreement, provide the Lessor with evidence of insurance cover corresponding to the "Regulation on Third Party Liability Insurance for fairground exhibitors". At the Lessor's request, the operator of any business that is not the subject of this regulation shall also provide evidence of third party liability insurance cover (e.g. fire risk) that is suitable in regard to the nature of its business.
3. The Lessee undertakes to keep the path in front of its shop and the area where its caravan and equipment trolley are kept clean during its stay at the Bendplatz. In addition, it undertakes to participate in the waste disposal concept of the Schaustellerverbandes Aachen e.V. It shall be required to provide sufficient waste bins for the waste arising through its business operations, and have the waste disposed of via the waste disposal service of the *Schaustellerverband*, association of fairground exhibitors. Should the Lessee fail to comply with these obligations, the Lessor may arrange for such waste disposal services to be provided at the Lessee's expense.
4. The use of disposable tableware, cutlery, cups/glasses and food containers made from synthetic materials such as polyethylene (PE), polypropylene (PP), polyvinylchloride (PVC), polystyrene (PS), polyurethane (PU), polyethylene terephthalate (PET) and aluminium is forbidden. When dispensing food and drinks only reusable tableware, cutlery, cups/glasses and food containers, or those made from compostable materials such as paper, cardboard, textiles or wood, may be used.
5. Any directives issued by the site supervision, the fire protection authorities, the regulatory authority and the police are to be complied with by the Lessee. The statutory provisions, in particular those of the Youth Protection Act and the trade regulations, are likewise to be fulfilled by the Lessee.
6. The Lessee shall be obliged, if necessary, to exhibit to the Municipal Building Supervisory Authority in full, prior to starting to set up the equipment, any documents required for operating technically complex fun fair rides and tents that need to be accepted, e.g. inspection logbook or tent book).
7. The water or power supply plants existing for the square may be used.

The costs of producing and constructing a connection, as well as the costs of electricity consumed, shall be borne by the Lessee. Should there be any interruption to the supply of electricity and water, the Lessee shall not have any claim to compensation for damage or a reduction in the fee for the pitch.

Any electrical equipment of the business needs to be in line with the regulations of the German Institute of Electrical Engineers. The following connections are available at the Bendplatz: Three-phase current 3 x 400 volts, alternating current 230 volts. Security lighting in tents (mobile constructions) that is independent of the electricity mains needs to exist if the event space is used outside daylight hours. Battery-operated security lighting will be accepted as sufficient.

The Lessee undertakes to bring along sufficient hoses for water connections and waste water, in accordance with the current statutory provisions. Waste water hoses are to be led to the watercourses at the Bendplatz. The Lessee is not permitted to dig pits (seepage holes and channels) in the ground.

Businesses which make drinking water available commercially may only use hoses and hosepipes that are suitable for drinking water purposes. In order to exclude any confusion, the latter must at least be marked with the word "drinking water". Prior to buying a new hose or replacing an old one for use in the field of drinking water, the Lessee should ask to be shown a current W 270 certificate. In addition, the installation and operation of non-stationary equipment for the supply of drinking water is to be carried out in accordance with the generally accepted technical rules and standards.

8. Gas-operated hobs, as well as the associated gas equipment need to fulfil the requirements and evidence of the Technical Rules of Liquid Gas (TRF 1988).

The Lessee undertakes to provide a sufficient number of fire extinguishers, placed so that they can easily be seen. Heating mantles (gas-operated) may only be used outdoors.

9. Pursuant to Sec. 13 German Recycling and Waste Management Act and Sec. 5(5) in conjunction with Sec. 10(1) of the Municipal Waste Management Ordinance, waste that is for recycling (recyclable materials) and waste for disposal (residual waste) are to be kept apart from one another at the collection point.

Unless anything to the contrary is established by these provisions, waste is to be disposed of via the communal facilities, for removal, pursuant

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to Sec. 4(1) in conjunction with Sec. 5(7) of the Waste Management Statute. The *Schaustellerverband* Aachen e.V., registered association of fairground exhibitors, has been commissioned with this. Instructions issued by the latter need to be adhered to. Waste and rubbish are to be deposited in the dustbins provided by the *Schaustellerverband*.

Stalls selling lottery tickets shall be required to sweep up the waste from the sale of lottery tickets lying on the street around the stall every day after the event has ended, and deposit it in the dustbin for residual waste.

Pursuant to Sec. 4 of the Waste Pipe Connection Statute of Aachen City Council, as amended, any substances that are toxic, flammable, explosive, contain fat or oil or are suspected of being infectious, as well as any which form foul-smelling vapour or gases or are harmful in any other way, may not be poured into the waste pipe system. They must be disposed of by suitable companies.

10. Pursuant to Sec. 12 of the German Licensing Act, in order to serve alcoholic drinks a restaurant and pub licence is necessary (temporary licence). This licence is to be applied for from the competent authority **in good time prior to commencement** of the event.

Selling high-proof alcoholic beverages is prohibited. Selling and serving drinks of any kind is not permitted at the sales booths and "pure snack bars".

11. Any shows and performances are to be set up, overall (marquees, attractions and sideshows), in such a way that it does not cause an unreasonable nuisance to the neighbourhood. The provisions of the State Immission Control Law of NRW are to be complied with. These are in particular to be adhered to after 10 p.m. Sirens are not permitted.

While the game is on, no vehicles will be permitted on the streets surrounding the Bendplatz. The Lessee shall be obliged to only receive any deliveries that it expects from vehicles until 1:45 p.m. As from midnight, there must be silence for the rest of the night.

### Art. 14 Data privacy statement in regard to the General Terms and Conditions of Lease of Aachener Bend Fair

1. The controller for the data processing is:

Aachen City Council  
Lord Mayor Herr Marcel Philipp  
Markt  
52058 Aachen

On behalf of the controller  
Eurogress Aachen  
Ms Kristina Wulf  
Monheimsallee 48  
D-52062 Aachen

The representative of the controller shall decide, either alone or together with others, on the purpose and means of processing personal data (e.g. names, contact details, etc.).

2. Only with the Lessee's express consent are some procedures of data processing possible. A revocation of consent already granted is possible at any time. To revoke it, free of charge, an informal notification by e-mail to [Datenschutz@eurogress-aachen.de](mailto:Datenschutz@eurogress-aachen.de) will be sufficient. The lawfulness of the data processing carried out up to the time of the revocation shall not be affected by the revocation.
3. The Lessee, as the data subject, shall have a right to complain to the competent regulatory authority in the event of a data privacy infringement. The competent supervisory authority in regard to data privacy matters shall be the State Data Protection Officer of the state in which our company has its registered office. The following link provides a list of the State Data Protection Officers, as well as their contact details: [https://www.bfdi.bund.de/DE/Infothek/Anschriften\\_Links/anschriften\\_links-node.html](https://www.bfdi.bund.de/DE/Infothek/Anschriften_Links/anschriften_links-node.html).
4. The Lessee shall be entitled to have any data that the Lessor automatically processes based on the Lessee's consent or in fulfilment of an agreement handed over to itself or a third party. It is to be provided in a machine-readable format. Should the Lessee request that the data is transmitted directly to another controller, this will only be carried out if it is technically feasible.
5. Within the context of the applicable statutory provisions, the Lessee is entitled, at any time, to be provided with information on the personal data stored, the origin of the data, the recipients of it and the purpose of the data processing, as well as, if applicable, a right to rectification, blocking or erasure of such data, free of charge. In this respect, and also in regard to any further questions on the topic of personal data, the Lessee may contact the Lessor at any time via the contact options listed in the legal notice. Legal provisions, such as storage obligations, shall not be affected thereby.
6. The Lessor has appointed a data protection officer.

Mr Arthur Stärk  
Katschhof Administrative Offices

Johannes-Paul-II.-Straße 1  
52062 Aachen  
Tel.: +49 (241) 432 7231  
[datenschutzbeauftragter@mail.aachen.de](mailto:datenschutzbeauftragter@mail.aachen.de)

7. Any data transmitted personally, by telephone or by way of a form (e.g. e-mail) will be stored in the Lessor's internal electronic booking system, inclusive of the Lessee's contact details, in order to be able to process the Lessee's enquiry or be available to answer any follow-up questions.

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This data is passed on to authorised project managers of the Lessor and essential co-operation partners (e.g. caterers) for further processing. Said data is not passed on beyond this without the Lessee's consent.

### **Art. 15 Final provisions and place of jurisdiction**

1. No verbal subsidiary agreements or additions to the lease have been made. They shall require to be made in writing.
2. Any General Terms and Conditions of Business of the Lessee that deviate from the Lessor's General Letting Conditions (Parts I and II), or are in addition to them, shall not form part of the lease. Exclusively the present terms and conditions of lease, as amended, shall apply.
3. The contractual relationship shall exclusively be subject to German law. The place of performance and place of jurisdiction shall be Aachen.
4. Should any individual provisions of these letting conditions be or become invalid, the validity of the remaining provisions of the agreement shall not be affected thereby. In lieu of the provision that is not included or is invalid, a provision shall apply which comes as close as possible to the content of the original provisions - in particular also in regard to economic aspects.

Aachen, January 2020

## II. House and Grounds Regulations

The House and Grounds Regulations shall apply to all areas of the Bendplatz. They determine the rights and obligations of all persons who enter the Bendplatz or spend time there. The instructions of the employees and agents of the Lessor are to be complied with immediately.

The Lessor shall exercise Right to Enforce the House Regulations at the Bendplatz via its employees and/or employees of a security service commissioned.

Employees of the Lessor or the security service commissioned by it, who can prove their capacity as such, are entitled to carry out identity checks at the Bendplatz. Persons caught without a valid entrance ticket, who cannot provide evidence of any other right of access or are for any other reason not entitled to spend time at the Bendplatz are to leave the grounds without delay.

For security reasons, the clearance of the Bendplatz may be ordered by the Lessor. Any persons who are present in the grounds are required to comply with the requests of the security service commissioned, the police and the Fire Brigade without delay, and leave the grounds immediately if a clearance order is issued.

### Averting risks

You enter/drive on the Bendplatz at your own risk. The Lessor does not accept any liability within the scope of the statutory provisions. The provisions of the German Road Traffic Act (*StVO*) shall apply. The maximum speed is 30 km/h, unless the traffic conditions make it necessary to snail along. Eurogress Aachen shall be entitled to limit access to the grounds/driving in the grounds, in regard to times and locations, entirely prohibit access, or regulate the matter in any other way.

Any bags, receptacles brought along and clothing, such as coats, jackets and capes, may be checked for their content. Visitors who are not in agreement with items which may lead to the event or visitors being put at risk being temporarily confiscated by inspectors or security staff will be excluded from the event.

Children and young people under the age of 16 years will only be admitted to the event if accompanied by an adult. Any regulations to the contrary will be specially announced. Young people over the age of 16 years shall have unlimited access to the event, in the same way as adults. Otherwise, the provisions of the Youth Protection Act shall apply.

Anyone who is recognisably **under the influence of alcohol or drugs** will be excluded from the event.

Carrying the following items is **prohibited**:

- Weapons or dangerous articles, as well as items which may lead to physical injury to persons if thrown;
- gas spray cans, corrosive substances or dyes, pressure vessels for easily inflammable or health-damaging gases, with the exception of regular commercial pocket lighters;
- receptacles which are made of fragile or splintering material
- fireworks, rockets, Bengal fireworks, smoke powder, flares and other pyrotechnic items;
- flags or sign poles not made of wood, which are longer than 2 m or have a diameter of over 3 cm;
- large-scale banners, larger quantities of paper, rolls of wallpaper;
- mechanical and electrically operated instruments which emit a noise;
- drugs, narcotics;
- racist, xenophobic and radical propaganda material.

### Volume in the case of music events

It is drawn to the attention of visitors that permanent damage to the hearing may be caused by music events. In order to reduce the risk of damage, we in particular recommend wearing "earplugs" or comparable ear protection.

In the event of any infringements of the House Regulations or any other provisions of the Lessor, the latter shall be entitled to pronounce an expulsion from the grounds, or a temporary or permanent prohibition on entering the grounds. Any infringements of the terms and conditions of participation may lead to an exclusion from participating in the ongoing event or from taking part in any future events. Prosecution under penal law is not excluded by the measures specified in these House Regulations.

### Parking of vehicles

Vehicles and any other items of any kind may only be parked in the designated areas for loading and unloading. Escape routes, fire service access roads and fire service installation areas are to be kept free. Any vehicles, containers, etc., that have been unlawfully parked will be moved or towed away at the expense of the owner/holder or co-liable party.

### Conduct at the Bendplatz

Not permitted is any conduct that is appropriate to interfere with the orderly course of the event or the setting up and dismantling of fixtures or violate the Lessor's interests in any way, in particular

- Any unlicensed commercial activity in the grounds – in particular the offering of items and services of any kind – for a fee or free of charge
- Unauthorised distributing or hanging up of flyers, advertising brochures, posters, magazines, etc., as well as the affixing of stickers of any kind
- Polluting the grounds, as well as any conduct that is appropriate to damage or jeopardise the environment
- Unauthorised meetings and processions of any kind.

Any items found within the grounds are to be handed in to Aachen City Council Lost Property Office. Lost items can be picked up there.

### Right in one's own image

Should any photographs, film and/or video recordings commissioned by employees of the Lessor, the organiser or companies commissioned by the Lessor be produced in the area of the meeting place, for reporting or promotional purposes, the recording activity may not be hindered or impaired in any way. It is pointed out to any persons entering the meeting place or staying in the area, through the present House Regulations that photographic,

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film and video recordings are conducted in a manner that is in line with the data privacy provisions. By entering the meeting place, those who can be recognised in such recordings consent to such recordings being used, both for the purposes of reporting and for promotional purposes.

### **Exclusion orders**

In the event of any infringements of the House Regulations or any other provisions of the Lessor, the latter shall be entitled to pronounce an expulsion from the grounds, or a temporary or permanent prohibition on entering the grounds. Any infringements of the terms and conditions of participation may lead to an exclusion from participating in the ongoing event or from taking part in any future events. Prosecution under penal law is not excluded by the measures specified in these House Regulations.

Any house bans pronounced by the Lessor shall apply to all ongoing and future events that are being conducted at the meeting place. The revocation of said house bans shall require a written application, giving grounds, on which a decision will be taken by the Lessor within three months.

Aachen, January 2020