

General Letting Conditions Bendplatz Aachen (Square)



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.

What is being regulated are the rights and obligations between the Lessor and the Lessee, especially taking into account the regulations of the Ordinance on the Construction and Operation of Special Structures of NRW, Part 1 Assembly Locations (hereinafter also referred to as “SBauVO”). The following safety precautions shall be applied at events of any kind that take place at Eurogress Aachen. Additional requirements on security and fire protection may be posed by the building control authorities, the police, the fire protection authorities and the Lessor, in so far as increased risks to persons and property arise from the nature or scope of the scheduled event.

The Lessee shall be required to ensure that the safety precautions are adhered to by it and by any other individuals and companies commissioned with planning and implementing the event.

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.

I. Terms and conditions of lease

Art. 1 Coming into force of the tenancy

1. Any use of premises and event space at the Bendplatz Aachen 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. No claim to subsequent conclusion of a lease can be derived from pre-booking/reserving an event space for certain dates, unless the Lessor has explicitly undertaken to conclude a lease in the reservation confirmation. The Lessee and the Lessor undertake, however, to mutually inform one another on any other envisaged use or of the date noted in advance not being required.

Art. 2 Subject of the agreement

1. The premises and event space are let based on the purpose specified by the Lessee. The exact designation of the object of lease and the purpose is laid down in writing in the lease.
2. The object of lease may only be used for any purposes other than the contractually agreed purposes with the Lessor’s prior written consent. The Lessee undertakes to inform the Lessor about any intention to change the purpose in writing without delay.
3. Prior to letting the object of lease to the Lessee, the object of lease, including the technical equipment, is to be inspected together with the event manager to be appointed by the Lessee, Should the Lessee or the event manager appointed by it establish any defects or damage to the object of lease, the latter are to be laid down in writing and the Lessor made aware of them, without delay.
4. No changes may be made to the object of lease and/or the equipment/technology made available without the Lessor’s written consent.

Art. The Lessor

1. The Lessor of the premises and event space designated in the lease is Eurogress Aachen.
2. 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. 4 Lessee, Organiser

1. The Lessee specified in the lease is the sole organiser of the event to be carried out in the rented event space. It shall not be entitled to sub-let the object of lease, or otherwise let it for use, without the Lessor’s written consent.
2. The Lessee is to be specified as the organiser on any printed matter, billboards, entrance tickets, invitations, etc., in order to make it clear that the legal relationship materialises between the visitor to the event and the Lessee, not, for example, between the visitor or other third party and the Lessor.
3. In the case of any promotional efforts, in particular in any publications and at meetings, the contractual parties undertake to clearly and unmistakably express that the Lessee, and not the Lessor, is the organiser.
4. When the name of the Lessor or the name of the event space/meeting place is mentioned in announcements of any kind (also on the Internet), in printed matter, on billboards or on entrance tickets, exclusively the original lettering and/or the original logo is to be used. The corresponding templates will be provided exclusively for this purpose by the Lessor.

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Art. 5 Duration of the lease, periods of use

1. The object of lease is rented for the period of time 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 and to be agreed in the lease.
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 grounds on the part of the Lessor shall be required. Any tacit extension of the tenancy, in particular the legal consequences of Sec. 545 German Civil Code (BGB), is excluded, even without any objection to that effect being required.
3. Any items, fixtures, superstructures, etc., brought to the grounds 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.
5. The Lessee may not derive any rights or file any objections concerning the fact that, besides its own event, other - also similar or identical - events take place on the Lessor's premises and in its event space.

Art. 6 Rent and ancillary expenses

1. The rent agreed between the Lessee and Lessor is 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. The electrification shall be carried out by a service provider prescribed by the Lessor, at the Lessee's expense. The electrification is to be ordered from the service provider by the Lessee. Said service provider will invoice and collect from the Lessee.
3. Payments are to be made without any deduction.

Art. 7 Advertising and liability for any unlawful advertising efforts

1. It is solely up to the Lessee 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. The promotional efforts can, in consultation with the Lessor, be conducted by the latter for a fee. The Lessor shall irrevocably free and relieve the Lessor from any claims which may arise as a result of promotional efforts on the part of the Lessee infringing any rights of third parties (copyrights, image and name rights, trademark rights, rights under competition law, personal rights, etc.) or any other statutory provisions (e.g. the German Teleservices Act). This shall also apply to any costs of legal prosecution incurred in this respect, which may, to that extent, arise.
2. Unauthorised bill-posting is prohibited by law, and shall oblige the Lessee to pay compensation for damage.

Art. 8 How to get to the Bendplatz and delivery

In this respect, it is to be noted that Aachen City Council has introduced a green zone, as from 1 February 2016. Only vehicles with a green sticker or an exemption may drive into the green zone.

The limit of the green zone is largely orientated towards the Aachen Outer Ring and covers all streets within this area. You can obtain any further information on this topic, as well as a map documenting the area concerned, at the following link:

http://www.aachen.de/DE/stadt_buerger/umwelt/luft-stadtklima/luftreinhalteplan_umweltzone/umweltzone/

Art. 9 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 in venues and on event space of the Lessor, the payment of the fees or the putting down of a security deposit in accordance with Clause 1, sentence 3, shall be a material contractual 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. 17(1)(g)), to withdraw from the contract and claim damages.

Art. 10 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.

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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. 17(1)(g)), to withdraw from the contract and claim damages.

Art. 11 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 video/audio 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. 12 Management, merchandising

1. The entire management at events of any kind in the Lessor's event space or on its premises shall exclusively be the Lessor's responsibility or the responsibility of the contractors deployed by it. This shall in particular apply to any gastronomic requirements, such as drinks, food, tobacco, ice cream, confectionery, etc. The sale or gratuitous distribution of food and drink by the Lessee is not permitted without the Lessor's written consent or that of the contractors deployed by it, and shall entitle the Lessor to demand compensation for damage.
2. If the Rentee is permitted by the Renter to provide independent catering (or to distribute food and drinks), 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.
3. Any other commercial activities at the meeting place or in the event space beyond directly conducting the event (in particular the sale of sound carriers and other event-related goods) shall require the Lessor's written approval. Should no special agreement be entered into concerning the fee to be paid for the latter, at least 20% of the gross sales achieved by the Lessee are to be paid to the Lessor.

Art. 13 Fire Brigade and ambulance service

1. The fire brigade and ambulance service will be briefed by the lessor prior to the event based on the security assessment undertaken. The scope of these services (number of persons to be made available) will depend upon the nature of the event, the number of visitors, the safety precautions specific to the event and the official stipulations in the individual case.
2. The costs incurred through the appointment, co-ordination, presence and deployment of the Fire Brigade and ambulance service are to be borne by the Lessee.
4. The staff of the Fire Brigade, ambulance service and building inspection office are to be granted access to all areas of the meeting place or event space, if required.

Art. 14 Admittance staff, security staff

1. The admittance and security staff will be appointed by the Lessor at the Lessee's expense.
2. The number of members of admittance staff and security staff necessary will be determined by the nature of the event, the number of visitors, any potential event risks, external threat risks, and also by any additional requirements of the building and regulatory authorities.
3. The Lessee may only deploy its own supervisory and security staff, or staff selected by it, with the Lessor's written consent. If necessary, the employees deployed are to be briefed by the Lessor on site. The expenditure incurred thereby is to be borne by the Lessee.
4. The Lessor shall at all times have the unrestricted right to:
 - Decline the security and order service proposed by the Lessee;
 - Stipulate a minimum number of admittance and security staff, or provide them at the Lessee's expense.

Art. 15 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 the event.
2. Said liability shall also cover any losses which arise as a result of events of third parties not being, or not being able to be conducted as scheduled, as well as any damage arising due to tumultuous riots, fire, panic, etc., due to incidents occurring at the event (typical event damage).
3. The Lessee shall free and relieve the Lessor of any claims for compensation for damage filed by third parties that are asserted in connection with the event, in so far as the latter are its fault or the fault of its vicarious agents.
4. The Lessee shall be liable for returning any devices, keys and equipment let to it for use by the Lessor in impeccable condition and in their

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entirety.

5. 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.
6. The obligation to accept the latter and free and relieve the Lessor shall, in accordance with the above provision in Clause 5, 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.
7. The Lessor will pass on to the Lessee any imposition of regulatory offences and fixing of administrative fines (see Clauses 5 and 6 above) which 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.
8. Any further liability on the part of the Lessee in accordance with the statutory provisions shall not be affected thereby.
9. The contractual partner shall be obliged to conclude third party liability insurance for events with an adequate sum insured in the amount of at least
 - € 2.5 million (in words: Two Million Five Hundred Thousand Euros) for injury to persons
 - € 5 million (in words: Five Million Euros) for damage to property
 - € 250 thousand (in words: Two Hundred and Fifty Thousand Euros) for pecuniary losses

at its own expense, and maintain it during the period of lease. The conclusion of said insurance is to be evidenced to the Lessor without the necessity of a reminder upon concluding the agreement, however no later than two weeks prior to commencement of the event by presenting the respective certificate of insurance.

The Lessor shall be entitled to conclude the necessary insurance at the expense of the contractual partner if evidence of the insurance is not provided in good time.

The Lessee shall free and relieve the Lessor of any claims for compensation for damage that are asserted in connection with the event, in so far as the latter are insured in accordance with the foregoing provision or would have had to have been insured by the Lessee.

Art. 16 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.
4. 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 an 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.
5. The Lessor shall not accept any liability for any items belonging to the contractual partner, its employees, suppliers or any other third parties acting on behalf of the contractual partner that are brought onto the premises.
6. A reduction in the rent due to defects in the object of lease shall only come into consideration if the Lessor has been notified of the intention to reduce the rent during the period of lease.
7. The Lessor shall not be liable for any disruptions caused by industrial action or Acts of God.
8. 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.
9. The above disclaimers and limitations of liability shall not apply in the event of injury to life, the body or the health of persons.

Art. 17 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;

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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 Fire Brigade or ambulance and rescue services or 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 carry out the event for reasons that are not the fault of the Lessor, in the event of a cancellation the Lessee shall pay the following percentages:
 - Up to 12 months prior to commencement of the event: 30%
 - Up to 6 months prior to commencement of the event: 50%
 - Up to 3 months prior to commencement of the event: 75%
 - thereafter: 100%

of the contractually agreed rent – or the agreed flat-rate amount of remuneration. The cancellation shall require to be made in writing, and must be received by the Lessor within the deadlines specified.

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. 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. Should, in this respect, the Lessor lay out costs for the Lessee which, contractually, would have to be reimbursed, in advance, the Lessee shall, in any event, be obliged to reimburse the Lessor such costs laid out in advance. The absence of individual artists or the fact of one or more of the participants not turning up on time, as well as bad weather, including ice, snow and storm, shall not, in any event, fall under the term "Acts of God".

5. 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 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. 18 Data privacy statement in regard to the General Terms and Conditions of Lease of Bendplatz Aachen

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
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 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 compa-

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ny 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.

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
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. 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. 19 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 (Part I, II, and III) of the Lessee that deviate from the Lessor's General Letting Conditions, 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. Organisational and technical safety precautions

1. Preliminary remark/Binding nature

- 1.1. The present organisational and technical safety precautions are aimed at comprehensively informing our lessees/organisers about any measures necessary when conducting events for reasons of the safety of individuals. The basis for the stipulations made is in particular the Ordinance on the Construction and Operation of Special Structures (*SBauVO*). The stipulations made are a binding component of the lease for both the Lessee and the Lessor, in so far as no provisions to the contrary have been entered into in the individual lease.
- 1.2. The present safety precautions are binding upon all companies, organisations and individuals who conduct events in the event space. The organisational and technical safety precautions always form part of our General Letting Conditions and the underlying lease. Additional requirements on security and fire protection for an event may be posed by the agencies for public order, the building control authorities and the fire protection authorities, in particular if a special risk to persons and property arises from the nature of the scheduled event.
- 1.3. Compliance with the present provisions and any additional requirements of the authorities is, as a rule, checked by our employees and/or by the regulatory authorities (building control supervision, Fire Brigade), on a sampling basis, prior to commencement of the event. In addition, all the provisions of event law, as well as the regulations arising from the Ordinance on the Construction and Operation of Special Structures, as amended, are to be observed.
- 1.4. The Lessee shall be required to ensure that all the requirements posed of the event are implemented in full and in good time, at its own expense.

2. Responsibility of the Lessee

- 2.1 The Lessee shall be responsible for the entire event programme and ensuring that the event runs safely and smoothly, including the preparation and subsequent implementation of it. The Lessee is the organiser under Sec. 38(5) Ordinance on the Construction and Operation of Special Structure (*SBauVO*). It shall comply with the applicable regulations pertinent as at the date of the event, in particular those of the Ordinance on the Construction and Operation of Special Structures (*SBauVO*), the regional building regulations and the trade regulations, as well as the accident prevention regulations of the professional associations, on its own responsibility. The same shall apply to complying with or fulfilling official orders, requirements and conditions. It shall likewise be incumbent upon it to observe the generally recognised rules of technology and any further laws and ordinances applicable to the event, in particular the Youth Protection Act, the Sundays and Public Holidays Act, the Working Hours Act (*AZG*), the Non-Smoker Protection Act, the trade regulations, the provisions of the German Pollution Control Act and compliance with or fulfilment of any official orders, requirements and conditions.

2.2 Reporting and approval procedure

Official reporting and approval procedures, of whatever nature, are to be carried out by the Lessee at its own expense and risk.

3. Assembly and dismantling

The event space will be let in a clean, renovated condition, equipped with a fence and gates. The further preparation for the event shall be borne by the Lessee itself. Cordoning off any areas, etc. shall require the Lessor's written consent.

The holes in sealed-off areas arising due to anchoring tents or other structures must be removed by the Lessee after the event has ended. Should the Lessee refrain from doing this, the Lessor shall commission a company to carry out the work and shall invoice the Lessee for the costs.

4. Safety-related operating regulations

4.1 Fire Brigade manoeuvring zones and fire hydrants

The necessary access routes and movement areas for the Fire Brigade, marked by No Waiting signs need to be kept free at all times. Any vehicles and items that are left along the escape routes and in the security areas will be removed at the owner's expense and risk. Fire hydrants in the outdoor area may not be obstructed, disguised or made inaccessible.

4.2 Driving into the grounds

Driving in the event space is only permitted following approval by the Lessor. The space may be temporarily closed to road traffic. Driving in the event space with vehicles of any kind is at your own risk. The Lessor shall be entitled to check boots of vehicles and containers brought along by individuals when entering or leaving the grounds.

4.3 Equipment for fixing tents or structures in the earth, soil excavation

Any equipment for fixing tents or other structures in the earth is to be agreed with the Lessor in writing, in advance. Soil excavation and earth movements shall only be permitted with the Lessor's written consent.

4.4 Installations and superstructures, rostrums, podiums, steps, stage areas, special structures

Any installations and superstructures that are brought into the event space temporarily, as well as the erection of mobile constructions, need to be notified, and may be subject to approval. Installations and superstructures are to be designed in such a way that they cannot be impaired in their structural safety by dynamic oscillations. The substructure of the floor of podiums, stage areas and rostrums must be made of non-flammable building materials. Easily inflammable, burning, dripping building materials or materials forming toxic gases may never be used. The requirements posed of materials used in regard to their flammability pursuant to DIN 4102 or EN 13501-1 (reaction of building materials and building components to fire) are mandatorily to be observed and adhered to. The presentation of a corresponding certificate of a recognised inspection body on the building material class and the requisite properties of the material may be required.

4.5 Official orders

Any directives issued by the site supervision, the fire protection authorities, the regulatory authority and the police are to be mandatorily complied with by the Lessee. The statutory requirements, in particular those of the Youth Protection Act, the trade regulations, and the Ordinance on the Construction and Operation of Special Structures, are likewise to be fulfilled by the Lessee.

4.6 Laser equipment

Operating laser equipment is notifiable, and is to be reported to the Lessor. Laser equipment must meet the requirements of DIN EN 60825-1 "Safety of Laser Appliances". Laser equipment in Classes 3b and 4 is to be notified to the competent regulatory authority prior to putting it into operation, and is to be examined by a publicly appointed and sworn expert for its safety-related acceptability. The testing certificate is to be

II. Organisational and technical safety precautions

presented to the Lessor prior to the event. The notification is to be attached to the written appointment of a Laser Protection Officer present on site. The requirements of the workplace regulations for artificial optical radiation apply as well.

4.7 Use of air balloons, flying objects and drones

The use of air balloons filled with safety gas and any other flying objects, including drones, in the event space needs to be applied for in advance and be approved by the Lessor. During the presence of visitors to the event space, the deployment of flying objects and drones is prohibited. The operation of corresponding flying objects may never hinder or damage safety equipment.

4.8 Health and environmental protection

The Lessor considers itself obliged to protect the health of all persons present in the event space and take precautionary measures in regard to environmental protection. The Lessee shall be required to ensure that all the relevant provisions relating to health and safety at work, health and environmental protection are also bindingly adhered to by its sub-contractors and business partners.

4.9 Occupational safety

All assembly and dismantling work is to be carried out paying attention to the applicable occupational safety provisions and accident prevention regulations, in particular the German Statutory Accident Insurance (*DGUV*) Regulation 1, *DGUV-V3* and the *DGUV* Regulations 17/18, as well as the *DGUV* Information on "Safety at Events and Productions". The Lessee and the agents commissioned by it shall be responsible for themselves complying with the Accident Prevention Regulations and Occupational Safety Provisions. The Lessee and the companies commissioned by it shall in particular be required to ensure that other persons present in the event space are not put at risk during its assembly and dismantling activities. Hazardous areas and protection measures (prohibitions and orders) must, in accordance with ASR A1.3, "Security and Health Protection Marking", be marked accordingly – if necessary, also only temporarily. The Lessee shall, if necessary, ensure appropriate co-ordination, by means of which the works will be co-ordinated with one another. Should this not be possible, it shall be required to temporarily cease work and report to the Lessor.

4.10 Volume in the case of music events

Organisers of musical performances where high acoustic pressure levels (volume) are to be anticipated shall be required to check whether any safety precautions are necessary to avoid harm to the audience, and, if so, what precautions. They shall be required to take the necessary steps, on their own responsibility. The organiser shall in particular ensure, by way of appropriate limitation of the volume, that visitors and third parties are not harmed during the event ("Risk of loss of hearing, etc."). Measures that are suitable for highlighting a health-jeopardising volume of the music may also form part of the necessary precautions for protecting concert visitors from harm, and thus form part of the subject matter of the Lessee's security obligations towards the general public. As a generally accepted technical rule, DIN 15 905 "Event Technology - Sound Technology -" Part 5, contains: "Measures for Avoiding Risk to the Hearing of the Public through High Acoustic Pressure Levels in the case of Electro-Acoustic Audio Technology". It is to be observed by the Lessee. The Lessee shall, moreover, provide a sufficient number of ear protectors (e.g. ear plugs), and provide the visitors with them upon request, free of charge, if it cannot with certainty be excluded that visitors may be harmed by a corresponding acoustic pressure level. A clear notice is to be posted to this effect in the entrance area to the meeting place.

4.11 Sound protection for residents

No unacceptable noise pollution for residents in the area surrounding the meeting place may occur due to the event. In the case of musical events and events with a particular tendency to develop noise, outside windows and outside doors are to be kept closed. On working days prior to 6 a.m. and after 10 p.m., on Sundays and on public holidays, activities that create noise must be avoided. In particular when loading and unloading in the area of the stage access points, care is to be taken to avoid nuisance. In the event of contraventions, assembly and dismantling work, as well as the event, may be restricted. Any administrative fines or penalties charged are to be paid by the Lessee.

4.12 Dealing with waste

The occurrence of waste in the course of assembly/dismantling and during the event is, in line with the principles of the Recycling and Waste Management Act, to be avoided as far as possible. Waste that cannot be avoided is to be disposed of in an environmentally-friendly manner (recycling shall take precedence over disposal). The Lessee shall be obliged to effectively contribute towards the latter. The Lessee shall be required to ensure that any materials that are brought onto the premises of the meeting place by it or its contractors (decor, packaging, decorations, etc.), as well as installations and structures, are removed again in their entirety once the event is over. Only substances and materials that cannot be re-used (and thus become waste) are to be disposed of via the Lessor's disposal system, subject to a fee. Should toxic waste arise (waste that requires supervision), the Lessor is to be informed without delay, and special disposal arranged via licensed service partners of the Lessor.

4.13 Environmental damage

Environmental damage/pollution in the grounds, caused by (for example, leaked petrol, oil, toxic substances) are to be notified to the Lessor without delay. The costs of limiting or rectifying damage are to be borne by the Lessee.

4.14 Effluent

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.

4.15 Exhaust gases

Exhaust gases of any kind are to be avoided, if possible, or limited to the inevitable extent.

The operation of combustion engines, power units and gas turbines is to be notified prior to introducing them onto the premises and operating them.

5. Exercising the house right

Based on the present safety precautions and the applicable House Regulations, the event manager shall take on the house right vis-à-vis the event visitors and any third parties commissioned on behalf of the organiser/Lessee, alongside the Lessor, within the rooms and areas let to the Lessee, in the necessary scope. The Lessor shall continue to exercise the house right vis-à-vis the Lessee and, besides the Lessee, vis-à-vis visitors and third parties during the period in which the event rooms and event space are let, in accordance with the following provision. The security staff commissioned and external services (police, Fire Brigade) shall ensure that the house right is enforced vis-à-vis visitors, service companies and third parties. Instructions issued by the latter need to be adhered to without delay.

II. Organisational and technical safety precautions

Any violations of the House Regulations, the present safety precautions, event-related statutory provisions or official orders are to be desisted from by the Lessee and its event manager without delay. The Lessor shall be entitled to have substitute performance undertaken, at the Lessee's expense, if the latter does not act up without delay upon being requested to do so. Should it not be possible or reasonable to have substitute performance undertaken, should the Lessee refuse to undertake such a substitute performance or should it refuse to take on the costs, the Lessor may, as a last resort, require the Lessee to clear the premises and hand over the event areas let. Should the Lessee fail to comply with a corresponding request, the Lessor shall be entitled to have the event interrupted and the place cleared, at the Lessee's expense and risk.

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III. 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.

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, 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

III. House and Grounds Regulations

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