

General Letting Conditions

Outdoor areas at Tivoli Stadium



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 Tivoli, 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 General Letting Conditions contain, in Part I, the Terms and Conditions of Lease, and, in Part II, the organisational and technical safety precautions. 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 event space at the Aachen Tivoli Stadium 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 room/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 event space is 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, emergency exits and escape routes, 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. 3 The Lessor

1. The Lessor of the 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 that is to take place in the leased grounds. 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.

I. Terms and conditions of lease

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 event space 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., 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.
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 at the Lessor's premises.

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. Payments are to be made without any deduction.
3. Entrance fees collected will be credited by the Lessor after the event.

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 on the premises and 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

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 from 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. 19(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.

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.

I. Terms and conditions of lease

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. 19(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, entrance, breaks

1. The entire management at events of any kind in the Lessor's grounds 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. It shall comprise any services within the context of catering services provided inside the stadium, in particular in lounges, spectator boxes, kiosks or any other gastronomic establishments, including outdoor areas in front of the stadium. 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 Cloakrooms and lavatory attendance staff

1. It is up to the Lessor to attend to the cloakrooms. The Lessor shall take the decision on whether, and to what extent, the cloakrooms are to be made available for the respective event. The appropriate cloakroom fee charged in line with the respective tariff is to be paid by visitors or the Lessee.
2. It is up to the Lessor to look after the toilets. The Lessor will deploy its staff to look after the toilet facilities.
3. The staff for the hostess service, the technical and sanitary installations and any further services will be made available to the Lessee, at its own expense, following consultation.

Art. 14 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, if required.

Art. 15 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.
2. 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.

I. Terms and conditions of lease

Art. 16 Event Managers (within the meaning of the Ordinance on the Construction and Operation of Special Structures (SBauVO) and Event Technology Officers

1. The Lessee shall be required to name to the Lessor a person who will, as “Event Manager”, take on the obligations in accordance with the regulations of Sec. 38(2) to (5) of the Ordinance on the Construction and Operation of Special Structures (SBauVO) during the assembly and dismantling phase and during the running of the event (see also, in this respect, Clause 3.2 of the organisational and technical safety precautions).
2. “Event Technology Officers” will, pursuant to Sec. 40 of the Ordinance on the Construction and Operation of Special Structures (SBauVO) (see also, in this respect, Clause 3.3 of the organisational and technical safety precautions), be made available by the Lessor, at the Lessee’s expense, unless anything to the contrary has been agreed in the lease.

Art. 17 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 entirety.
5. Should any penalties for regulatory offences or administrative fines be imposed upon the Lessor or its vicarious agents as a result of violations of the provisions of these contractual terms and conditions, in particular due to violations of the organisational and technical terms and conditions contained in Part II – for example, based on Sec. 38(5)(2) of the Ordinance on the Construction and Operation of Special Structures (SBauVO) (Operator liability) –, the Lessee shall be obliged to accept responsibility or reimburse the penalties for regulatory offences or administrative fines imposed immediately, in so far as they have been imposed 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 fixing of regulatory offences and 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
 - € 5.0 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 and cost of the Lessee 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 provisions or would have had to have been insured by the Lessee.

Art. 18 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.

I. Terms and conditions of lease

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. 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.
8. The Lessor shall not be liable for any disruptions caused by industrial action or Acts of God.
9. 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.
10. The above disclaimers and limitations of liability in Art. 16 shall not apply in the event of injury to life, the body or the health of persons.

Art. 19 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 substantially 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 of NRW, Part 1, 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 in regard to the entertainment tax or the GEMA or GVL.
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 text form, 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.

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 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. 20 Data privacy statement in regard to the General Terms and Conditions of Lease of Eurogress Aachen

1. The controller for the data processing is:

Status: January 2020

I. Terms and conditions of lease

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 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.
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. 21 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 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*). It lays down the obligations under meeting place law in regard to conducting events in line with the regulation of Sec. 38(5) of 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 our meeting place. 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 as well as the police, 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 under 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. For reasons of the safety of the event attendees and preventive fire protection, the carrying out of an event may be prohibited by us or the competent regulatory authorities if any defects found previously have not been remedied by the time that the event begins.
- 1.4. The Lessee shall be required to ensure that all the requirements posed of the event are implemented in full, at its own expense.

2 Approval requirements, safety concept

2.1 Approval requirements

In regard to conducting events, depending upon the nature and size of the event in particular the following approval requirements exist:

- A licence, under immission control law, if disturbing noises are to be expected for third parties (the neighbourhood);
- a commercial licence for trade fairs, exhibitions, markets and folk festivals;
- an authorisation to carry out the event in accordance with building regulations (an inspection log book) in regard to superstructures that are to be classified as "mobile constructions";
- an approval requirement in accordance with building regulations for any event planning for which no approved "escape route and seating plan" yet exists under building regulations.

2.2 Safety concept

For events with increased risks and events with over 5,000 visitors present simultaneously, the granting of an approval depends upon the creation of a special safety concept under Sec. 43 of the Ordinance on the Construction and Operation of Special Structures (*SBauVO*). The Lessee will be provided, by the Lessor (for exclusive use for the scheduled event) with the specifications and structures, as a basis for the event-specific safety concept.

The safety concept of the stadium is to be specified specially for the event, and mutually agreed in consultation with the Lessor and the competent authorities for safety and order, in particular the police and Fire Brigade. The safety concept shall include:

- Precise details on the course of the event;
- the maximum number of visitors expected and the anticipated audience profile;
- the allocation of floor space at the event (Scale: 1:200), with details on the erection of any stage areas, stages, rostrums, podiums, tents, booths, and similar fixtures;
- the risk assessment for the event;
- the technical, organisational and staffing security measures required, in particular
 - o the Event Manager (under Sec. 38(5) Ordinance on the Construction and Operation of Special Structure (*SBauVO*);
 - o the necessary "technical experts" under Secs. 39 and 40 of the Ordinance on the Construction and Operation of Special Structures (*SBauVO*) (evidence by presenting a certificate of competence);
 - o the minimum number of security staff, graduated in accordance with the number of visitors and degrees of risk;
 - o the scope and equipment of the ambulance service, as well as the organisation commissioned by the organiser for that purpose;
 - o the minimum number of fire safety officers, taking into account the potential risk of fire;
 - o the unit management in the event of accidents and emergencies;
 - o the emergency response plan for the event;
 - o the general and special safety announcements

are to be established.

By no later than ten weeks prior to the event, all the details in regard to the event are to be clarified, and evidenced to the Lessor by presenting an agreed version of the safety concept.

2.3 Technical rehearsal

When using stage areas having over 200 m² floor space and in the case of guest performances having their own stage set, essentially a non-public technical rehearsal with full stage set-up needs to be carried out prior to the first event, unless it is possible to dispense with the latter due to the nature of the event or the scope of the scenery construction (in so far as it does not raise concerns). The Lessor shall inform the Local Building Control Authority of the date, nature and scope of the event, and the latter shall decide, whether the rehearsal can be dispensed with. Should a technical rehearsal be required, the Lessee needs to agree upon the expected date of the technical rehearsal with the Lessor and the authorities in good time.

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2.4 Costs of official approvals, acceptances and consultations

The presentation of documents, plans, certificates, test certificates, expert opinions and construction and fire protection acceptances may be required from the Lessee for the aforementioned plans and any designated in the safety precautions hereinafter as being subject to notification or approval. The Lessor shall assist the Lessee in implementing official approval procedures. The duration and costs of the approval procedure, including the risk of eligibility for approval, shall be borne entirely by the Lessee. The costs of any official acceptances are likewise to be borne by the Lessee.

3 Responsible persons

3.1 Responsibility of the Lessee

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 Structures (*SBauVO*). It shall in particular be required to ensure that the maximum admissible visitor capacity in the event rooms and event space let to it is adhered to. Overcrowding is strictly prohibited. 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. The Lessee shall be subject to the obligation to protect the general public, in regard to the superstructures and installations, decorations, equipment, props, suspended items, laid cables and stage, studio and technical lighting equipment introduced by it or third parties commissioned by it for the period of use of the meeting place. In regard to all items and materials introduced by it, it shall be required to comply with the requirement of the existing safety precautions, as well as the regulations of the Ordinance on the Construction and Operation of Special Structures (*SBauVO*) and the Accident Prevention Regulations, in particular the *DGUV* Regulation 17/18 "Event and Production Sites for Stage Presentations". 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.

The Lessee shall be obliged to comply with the safety concept existing for the meeting place, and implement it in consultation with the Lessor. Should it be necessary for the respective event, the Lessee will be given the documents relating to the safety concepts necessary for it by the Lessor, for exclusive use for its event. In the case of events associated with special risks, the Lessor shall be entitled to require the Lessee to prepare and implement an event-specific safety concept.

3.2 Representative of the organiser authorised to take decisions, Event Manager

The Lessee is to name to the Lessor a person authorised to take decisions, who will be present, as an Event Manager, during the assembly and dismantling phases and during the running of the event, and take on the obligations in accordance with the regulations of Sec. 38(1) to (4) Ordinance on the Construction and Operation of Special Structures (*SBauVO*). The Event Manager shall take part in a joint inspection of the object of lease, and familiarise himself or herself with the event rooms, including the escape routes. The Lessee's Event Manager shall, at the request of the Lessor, take part in a consultation/briefing on the safety precautions to be observed, prior to the event. The Event Manager shall also be obliged to be present at all meetings concerning safety, in particular at the safety conferences considered necessary by the Fire Brigade and/or the police and/or the Lessor.

The Lessee's Event Manager shall take care to ensure that the event runs in an orderly and safe manner. He or she shall be obliged to be present during the running of the event, needs to be reachable at all times, and take any decisions necessary in consultation with the Head of Service named by the Lessor, on behalf of the Lessor, the authorities and external auxiliary staff (Fire Brigade, police, Building Control, Regulatory Authority, ambulance service). The Lessee's Event Manager shall be obliged to cease running the event if any risk to persons at the meeting place makes it necessary, if any alarms, fittings and fixtures or devices required from a safety technology perspective fail to work or if the operating regulations of the Ordinance on the Construction and Operation of Special Structures (*SBauVO*) cannot be complied with.

He or she shall be required to inform the external offices (Fire Brigade, police, ambulance service), the Head of Service and the Lessor's Project Manager without delay if the safety or health of persons is put in jeopardy or impaired.

The name and telephone number of the Event Manager are to be notified to the Lessor in writing upon concluding the lease, however no later than four weeks prior to the event.

The Lessee's Event Manager shall be assisted by one of the heads of service named by the Lessor when carrying out his or her duties. Besides the Lessee's Event Manager, the Head of Service shall continue, without restriction, to be authorised to exercise the house right vis-à-vis all persons within the meeting place.

3.3 Responsible party and specialist staff for event technology

The assembly or dismantling of stage, studio and lighting equipment, including technical rehearsals, needs to be led and supervised by at least one "Event Technology Officer", in so far as stage, studio or lighting technology is assembled or dismantled on stage areas that are greater than 200 m² in size. Should the size of the stage be between 50 m² and 200 m², the presence of one qualified member of staff shall be sufficient, pursuant to Sec. 40(4) Ordinance on the Construction and Operation of Special Structures (*SBauVO*).

In the case of dress rehearsals, events, broadcasts or recordings of events on large stages or in large areas of stages having over 200 m² floor space, at least one person in charge of event technology, or one for stage and studio technology equipment and one for lighting equipment, shall be present. In the case of stages of between 50 m² and 200 m², the presence of one qualified member of staff shall be sufficient, pursuant to Sec. 40(4) Ordinance on the Construction and Operation of Special Structures (*SBauVO*).

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Such staff are not required to be present at dress rehearsals, events, broadcasts or recordings of events if

- the safety and functionality of the stage, studio and lighting equipment, as well as any other technical equipment at the meeting place has already been checked by the person responsible for event technology;
- such equipment is not moved or otherwise altered during the event;
- if there can be no risk, due to the nature or course of the event; and
- another "person exercising supervision", to be named by the Lessee, is familiar with the technical equipment.

The Lessee shall be obliged, if the prerequisites exist in accordance with Clause 3.3, to appoint the required number of persons responsible/specialists in event technology. The Lessor shall, at the Lessee's request and expense, provide the necessary persons responsible/specialists in event technology – if available.

4. Safety-related operating regulations

4.1 Technical equipment in the meeting place

Any permanently installed building service facilities which may exist at the meeting place may essentially only be used by the Lessor's staff or by contractually licensed service companies associated with the Lessor. This shall also apply to any connections to the utilities grids of the meeting place to be produced (e.g. electricity, water, telecommunications). Unless anything to the contrary has been agreed, the Lessee shall not have any claim to the Lessor removing its own technical equipment that is installed from the event rooms or areas.

4.2 Technical equipment of the Lessee

The technical equipment introduced by the Lessee or the companies commissioned by it must conform to the generally accepted technical rules and standards, in particular the requirements of the Accident Prevention Regulations, *DGUV* Regulation 17/18 and *DGUV* Regulation 3 in regard to safety and functionality. Electrical (switching) equipment may not be accessible to visitors, and must be appropriately secured.

The Lessee shall be required to ensure that any specialist staff required for the technical superstructures and equipment introduced by it, pursuant to Secs. 39 and 40 of the Ordinance on the Construction and Operation of Special Structures (*SBauVO*), are deployed by it. The Lessee shall be required to name the qualified experts needed in writing no later than four weeks prior to the event.

4.3 Driving into the grounds

The German Road Traffic Act (*StVO*) shall apply in the entire grounds, and drivers are asked to drive very slowly. Driving in the grounds shall be at the driver's own risk, and shall only be permitted following approval by the Lessor. The grounds may be temporarily closed to road traffic. The Lessor shall be entitled to check boots of vehicles and containers brought along by individuals when entering or leaving the grounds.

4.4 Fork-lift trucks and low-lift elevating platform trucks

Driving in the grounds, by the Lessee and the companies commissioned by it, with motorised aids, such as fork-lift trucks shall only be permitted with the Lessor's consent. Exceptions shall require the Lessor's prior consent. The transporting of loads by the Lessee with hand-operated aids (such as a low-lift elevating platform truck) is possible. The Lessee or the third parties commissioned by it are to inform themselves about the permitted ground load capacity and soil conditions prior to conveying loads at the meeting place.

4.5 Fire Brigade manoeuvring zones

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, in the installation areas and security areas will be removed at the owner's expense and risk.

4.6 Safety installations

Fire alarms, fire hydrants, fire extinguishers, smoke flaps, trigger points for smoke extraction systems, smoke detectors, telephones, closing devices of the doors and gates as well as other safety installations, signs indicating them and also the green emergency exit markers needs to be accessible and visible at all times. They may not be obstructed, blocked or disguised in any other way. The efficacy of the fire extinguishers may not be impaired by covers and decorations.

4.7 Emergency exits, emergency hatches, halls, corridors

These escape routes are to be kept free at all times. The doors provided for the escape routes need to be able to be opened easily from the inside, to their full width. Escape routes, exit doors, emergency hatches and the marking of them may not be obstructed, blocked or otherwise disguised. From the beginning to the end of the event and until the meeting room is completely empty, escape routes may never at any time be constricted due to items placed in them or jutting out into them. Halls, corridors and tunnels serve as escape routes in the event of danger. Fire doors and smoke protection doors may not be kept open using wedges or other items.

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

Any installations and superstructures that are brought into the meeting place temporarily, as well as the erection of mobile constructions in the open air area, need to be notified, and may be subject to approval. The Lessee shall be required to comply with the obligation to protect the general public in regard to any areas used by it, including the installations and superstructures introduced. The effect of fire protection installations (e.g. automatic fire extinguishers, smoke aprons, etc.) may not be impaired by installations and superstructures. 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.

4.9 Suspended items, work carried out at a height

Suspended items at existing hanging points, on the ceilings and in the supporting structure that are at risk of falling down may, for safety reasons, exclusively be mounted by the Lessor or by its licensed qualified service partners, or be mounted under its or their supervision. The Lessee shall be required to report any suspended items and work to be carried out at a height that may be necessary to the Lessor, and consult with the Lessor on the topic, prior to the event. Suspended items are to be hung in accordance with the generally accepted technical rules and standards. The specified load limits are to be observed. In cases of doubt, a static report on the suspended items is to be commissioned, at the Lessee's expense. It is to be ensured, by means of appropriate technical and organisational measures, that D8+ chain hoists in accordance with IGWW SQ P2 are, in accordance with the set-up operations, never at any time driven over persons. The Lessor reserves the right to take

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steps to additionally secure the D8+ chain hoists by the Lessee in the individual case. Only Level 2 riggers in accordance with IGWW SQ Q2 may be commissioned with work carried out at a height outside the secured working areas. Prior to taking up the work a height rescue plan needs to be made known to the Lessor.

4.10 Floors, carpets

Affixing bolts and anchorages, making holes and knocking nails, hooks, etc. into floors is not permitted. Countersinking bolts is likewise not permitted. Carpets or other decorative material are to be laid in such a way that no risk of slipping, stumbling or falling exists for people. Carpets and other floor coverings are to be laid in such a way that they cannot cause accidents. Only adhesive tape that can be removed without trace may be used for fixing. Self-adhesive carpet tiles are not permitted. All materials used must be removed without trace. The same shall apply to any substances, such as oils, fats, dyes, etc. The floors may not be painted.

4.11 Barriers

Should the setting up of standing places for visitors be ordered in front of stage areas at concert events, the visitors' places in front of the stage area shall be separated off by a barrier in such a way that a walkway, at least 2 m wide, for security and rescue staff is left between the stage area and the barrier.

In the case of events with stage areas that have less than 5,000 standing places, barriers are to be set up if it is necessary in accordance with the nature of the event, in particular due to the public profile expected. The decision on the latter is to be taken by the Lessor based on a safety assessment, if no official order is issued. The costs of providing, assembling and dismantling barriers and any exemption applications vis-à-vis the authority are to be borne by the Lessee.

4.12 Glass

Only safety glass may be used for constructions made of glass. Edges of glass panes must be processed or protected in such a way that any risk of injury is excluded. Entire glass components are to be marked at eye level. For constructions made of glass, the requirements in accordance with the "Technical Rules for the Use of Safety Glass (TRAV)" are to be complied with.

4.13 Decorations, fittings and fixtures, props

Materials used to decorate the event, decorations and curtains need to at least consist of flame-retardant material (B1 in accordance with DIN 4102 or at least Class C in accordance with EN 13501-1). Decorations in necessary halls and corridors and stairwells (escape routes) need to be made of non-combustible materials (Class A in accordance with DIN 4102 or Class A1 in accordance with DIN EN 13501-1). Decorations that are used repeatedly are to be re-tested in regard to their flame resistance, and, if necessary, impregnated again. The Lessor may insist on the Lessee presenting the Lessor with a corresponding certificate of a recognised inspection body in regard to the flame-resistant nature of items.

All materials introduced need to be kept sufficiently far away from ignition sources, headlights and sources of heat that they cannot be set alight by the latter. Decorations need to be affixed directly onto walls, ceilings or equipment. Decorations hanging (freely) in the room shall only be permitted if they are at a distance of at least 2.50 m from the floor and the efficacy of automatic fire extinguishers is not impaired thereby. Decorations made of natural plant materials may only remain in the room for as long as they remain fresh. Bamboo, reeds, hay, straw, bark mulch, peat, (fir) trees without balls or similar materials do not meet the above requirements.

Fittings and fixtures which form part of stage sets and scenery, such as wall, floor and ceiling elements, need to consist of at least flame-retardant materials. Corresponding certificates in regard to the low flammability of items are to be exhibited to the Lessor upon request.

Props are moveable fittings and fixtures on stages and in scenery. The latter in particular include furniture, lamps, paintings and crockery. They need to consist of at least normally flammable material.

Any superstructures, installations, equipment and decorations (materials) brought onto the premises that are not approved or do not conform to said Technical Directives or the Ordinance on the Construction and Operation of Special Structures (*SBauVO*), are not licensed for being set up, and need to be removed or altered, if necessary, at the Lessee's expense. This shall also apply in the case of substitute performance undertaken by the Lessor.

5 Special fire protection and safety precautions

5.1 Open fire, inflammable liquids, candles, gases and pyrotechnics

The use of open fire, inflammable liquids, candles, gases and pyrotechnics, as well as substances causing a risk of explosion, is prohibited. The prohibition on use shall not apply in so far as the use of open fire, inflammable liquids and gases, as well as pyrotechnic items is substantiated in the nature of the event and the Lessee has, in the individual case, agreed the necessary fire protection measures with the Lessor and the Fire Brigade. In the case of any events with rows of seats, essentially a prohibition on smoke and fire exists. The use of pyrotechnic items must be notified to the Department of Security and Order and, if necessary, approved by the aforementioned authority. Under the law on explosives, the use must be monitored by a suitable person. The evidence on the owner of the permit and the certificate of competence, as well as the certificate of insurance (pyrotechnic third party liability) and the approval from the authority are to be exhibited. At the request of the authority granting the approval, an on-site sampling may be required.

The costs incurred for the official approvals and the securing of the event when using pyrotechnic items are to be borne by the Lessee.

The use of candles and similar sources of light as a table decoration shall only be permitted with the Lessor's consent ("contained candle-light"). The costs incurred for any fire safety personnel needed or additionally necessary shall be borne by the Lessee.

5.2 Inflammable packaging materials and waste

Inflammable packaging materials are to be removed by the Lessee from the meeting place without delay. No packaging materials, waste or rubbish of any kind may be stored under or on stages, rostrums or podiums.

5.3 Elimination of unapproved building components and materials

Any superstructures, installations, equipment and decorations (materials) brought onto the premises that are not approved or do not conform to said Technical Directives or the Ordinance on the Construction and Operation of Special Structures (*SBauVO*), are not licensed for construction

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at the meeting place, and need to be removed or altered, if necessary, at the Lessee's expense. This shall also apply in the case of substitute performance undertaken by the Lessor.

5.4 Vehicles as exhibits

Vehicles as exhibits are generally subject to approval. The existence of an operating road licence for serial and prototype vehicles is mandatory. The vehicle is to be secured and locked by activating the handbrake or putting the vehicle into first gear. The key is to be deposited with the Head of Service in or in front of the building during the retention period.

The following regulations shall, moreover, apply:

a) Vehicles with combustion engines

In the case of vehicles with combustion engines, the quantity of fuel contained in the tank is irrelevant. A fire extinguisher is to be deposited beside the vehicle. It is not necessary, with vehicles of this kind, to disconnect the battery.

b) Electric vehicles

It is only possible to place an electric vehicle at the meeting place under the premise that the high-voltage battery unit has been electrically disconnected, or upon placing the vehicle in the building. Such work needs to be undertaken by a specialist commissioned by the exhibitor, who is trained accordingly. The low-voltage battery shall remain connected in order to retain the functioning of the central locking system and the handbrake.

The right is reserved to adopt further safety measures in special cases.

5.5 Fire activities, welding work, abrasive cutting and grind work, hot work

All types of "fire activities and hot work" are prohibited at the meeting place. Exceptions shall only be permissible upon obtaining the Lessor's prior written consent (a hot work permit).

5.6 Electrical cables

Electrical cables must be laid in such a way that no dangerous level of heating can occur (wound up, extensively distributed, and sufficiently ventilated). They need to be masked with masking tape or fitted with cable links. Any risk of stumbling caused thereby is to be pointed out by means of a striking label.

5.7 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 and in the outdoor area needs to be applied for in advance and be approved by the Lessor. During the presence of visitors at the meeting place and in the outdoor area, the deployment of flying objects and drones is prohibited. The operation of corresponding flying objects may never hinder or damage safety equipment.

6 Occupational safety, health and environmental protection

6.1 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 meeting place 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.

6.2 Volume, ear protection

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.

6.3 Sound protection for residents

No unacceptable noise pollution for residents in the area surrounding the meeting place may occur due to the event. 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, 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 or discontinued. Any administrative fines or penalties charged are to be paid by the Lessee.

In the case of musical events and events with a particular tendency to develop noise, immission control measurements are to be carried out at the Lessee's expense, during the event, if so ordered by the competent authorities. Should admissible immission control values be exceeded, the event may be restricted or discontinued.

6.4 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

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examined by a publicly appointed and sworn expert for its safety-related acceptability. The testing certificate is to be 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.

6.5 Ban on smoking

There is a ban on smoking at the meeting place. The Lessee shall ensure that the ban on smoking is implemented during the assembly, dismantling and conducting of the event. The ban on smoking also includes the use of e-cigarettes.

6.6 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.

6.7 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.

6.8 Waste water

The disposal of solid or liquid waste via the sewerage network (toilets, drains) is strictly prohibited. When making use of mobile gastronomy, care is to be taken to ensure that fats and oils are caught and disposed of separately. Cleaning work is always to be carried out with biodegradable products.

6.9 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.

7 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.

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 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.

Aachen, January 2020

III. House and Grounds Regulations

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

The Lessor shall exercise the Right to Enforce the House Regulations on the premises and event space at the Tivoli through 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. 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 on the premises and event space at the Tivoli are to leave the grounds without delay.

For security reasons, the clearance of the premises and in the event space at Tivoli 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

Entering/driving on the premises and in the event space at Tivoli is 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. The Lessor 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.
- video cameras or any other sound or image recording equipment intended for commercial use (in so far as no corresponding consent has been obtained from the organiser)

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-liaible party.

Conduct on the premises and in the event space at Tivoli

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.

III. House and Grounds Regulations

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