

# General Rental Terms and Conditions of Gasteig München GmbH

## **Sect. 1**

### **General – Scope of application**

1. For the business relationship between the Lessee and Gasteig München GmbH (Lessor), the following general terms and conditions apply exclusively. The General Rental Terms and Conditions shall apply equally to the halls and areas at the Gasteig's site in Haidhausen, in the temporary locations Gasteig HP8 in Sendling and Gasteig Motorama unless an individual regulation applies specifically to just one of the locations. For the sake of simplicity, these are referred to as »Gasteig« hereafter. Any terms and conditions of the Lessee do not apply.
2. In addition, the General Rental Terms and Conditions shall apply to all future transactions between the Lessee and the Lessor without the need for further notification.

## **Sect. 2**

### **Scope of Rental Agreement**

1. The scope of this Rental Agreement is the provision of the rooms and spaces specified therein for the purpose and event described.
2. This Rental Agreement does not establish a partnership between Lessor and Lessee.

## **Sect. 3**

### **Handover and use of the rented premises**

1. The rented premises specified in the Rental Agreement, including all agreed technical and other equipment, shall be handed over to the Lessee in proper condition. The Lessee must immediately assert any obvious and recognisable defects in the rented premises. Subsequent complaints will not be considered.
2. The number of disposable/saleable seats for visitors is given in the description of the respective venue after deduction of the Lessor's seats and any necessary technical closures.
3. The Lessee shall tolerate technical equipment in the rented premises that has no bearing on the Lessee's event, provided that it does not cause any technical impairment of the Lessee's event and does not obstruct the audience's view.
4. Access to the rented premises (e.g. corridors, foyers) by the Lessee and the Lessee's visitors shall be ensured by the Lessor. The Lessee must tolerate shared use by others (lessees, visitors, etc.). Any additional use of the foyers must be subject to a special contractual agreement.
5. The use of artist's dressing rooms shall be agreed separately depending on the purpose of the event and availability.
6. The rented premises must be used only for the purpose and to the extent agreed in the Rental Agreement. The Lessor must be informed in good time of any significant changes in the cast/line-up or programme.

7. Except for public performances, access to the hall is permitted only with the Lessor's prior written consent. This does not apply to the Lessee's employees directly entrusted with the event.
8. Sales and other commercial activities of any kind by the Lessee or third parties commissioned by the Lessee are permitted only after prior written consent of the Lessor for a corresponding remuneration.
9. Subletting by the Lessee is not permitted.
10. The Lessee shall nominate to the Lessor an accessible, generally authorised responsible person (event manager) who must be present from the start of the set-up activities until the end of dismantling and during any deliveries or collection of the Lessee's material.

## **Sect. 4**

### **Rental period**

1. The rented premises is rented for the period agreed in the Rental Agreement. The Lessee is advised that the rental property is normally required for other purposes immediately after expiry of the agreed rental period. Exceeding the rental period requires the Lessor's consent and will be charged according to the applicable price list.
2. Rehearsal, set-up and dismantling dates shall be agreed separately as part of the rental agreement and depending on availability.
3. Items and materials brought in by the Lessee must be stored or used only within the rental period and only in the rooms assigned to the Lessee.

## **Sect. 5**

### **Services of the Lessor/ technical equipment**

1. The Lessor shall provide comprehensive technical event equipment and facilities as well as services for the Lessee's event by qualified personnel. The Lessor is entitled to also make use of the services of third parties for this purpose. The Lessee undertakes, with the restriction of Clause 4, to make use of equipment, devices or similar required by them as a service of the Lessor. Additional services (e.g. technical and personnel) shall be invoiced on the basis of a cost estimate prepared for the Lessee's event based on the price list available from the Lessor.
2. The complete technical requirements should be submitted to the Lessor six weeks before the start of the event. The relevant written confirmation of the Lessor is decisive for the technical equipment of the rented premises. In the event of a later submission, the proper execution of the event cannot be guaranteed.
3. The Lessor's technical equipment must be operated only by the Lessor's personnel. This also applies to connections to the venue's networks.

4. In particular, the Lessor may waive the Lessee's obligation pursuant to Sect. 5.1. for tour equipment and permit the Lessee to bring in their own technical equipment. The prerequisite is that the technology to be used as well as the operating personnel and their equipment comply with all legal regulations and ordinances, including the Venue Ordinance (VStättV) and accident prevention regulations (UVV) as well as the quality requirements of the respective hall.
- 4.1. In this case, the Lessor may request a detailed description of the technical equipment or other materials that the Lessee wishes to bring in, as well as proof of personnel qualifications.
- 4.2. If these proofs should not be available on time following requests, Clause 1 shall apply.
- 4.3. The Lessor shall also be entitled to refuse the deployment of employees or agents of the Lessee if there are well-founded concerns regarding their abilities or reliability (e.g. through alcohol or drug consumption). The risk for any resulting delays shall be borne by the Lessee.
- 4.4. For safety reasons, the presence of at least one supervisor of the Lessor is required during set-up and dismantling and during the event. The costs for this shall be borne by the Lessee.
- 4.5. Energy costs for the use of equipment or systems brought in by the Lessee shall be borne by the Lessee and can be settled with an energy flat rate.
- 4.6. The Lessee is liable for any damages or faults resulting from the use of equipment brought in by the Lessee. See also Sect. 16.2.

### **Sect. 6** **Name of the halls**

In all publications (e.g. posters and advertisements) of the Lessee, the halls of the Gasteig at the Haidhausen site shall be listed as

- Philharmonie/Philharmonic Hall
- Carl-Orff-Saal/Carl Orff Hall
- Black Box
- Kleiner Konzertsaal/Small Concert Hall
- Carl-Amery-Saal/Carl Amery Hall

and the halls of the Gasteig HP8 at the interim location in Sendling as

- Isarphilharmonie
- Small Hall
- Projektor
- Hall X
- Hall E

and the overall venue as »the Gasteig« (for Haidhausen site ) or »Gasteig HP8« (for the interim location in Sendling). The combination of the two terms must then read, for example, »Philharmonic Hall in the Gasteig«, or »Isarphilharmonie in Gasteig HP8«. The same applies to other rooms and spaces in the Gasteig or Gasteig HP8 that are not mentioned here. Wherever possible, the name of the Gasteig or Gasteig HP8 shall be given using the Gasteig logo in all of the Lessee's publications.

### **Sect. 7** **Ticket sales and advertising**

1. The Lessee is the responsible organiser and as such must be indicated on all publications, including admission tickets. (See also Sect. 20.2.)
- 2.1. The Lessee commissions the Lessor with the organisation and execution of ticket sales for the Lessee's event. The Lessor may do this themselves or through an appointed company. (See also Sect. 5.1.)
- 2.2. Payments from the proceeds of ticket sales received by the Lessor for the event shall be made to the Lessee only by bank transfer and not before the end of the event.
3. Any advertising by the Lessee in the rented premises as well as in the remaining Gasteig requires the prior consent of the Lessor. Posters are placed exclusively by the Lessor's personnel and without any placement guarantee (with regard to location and number).
4. The Lessee is aware that similar events that are also advertised in the Gasteig may take place in the Gasteig at the same time as or close to their event.

### **Sect. 8** **Admission and security service/cloakroom**

1. Admission and security service is required for all events at the Gasteig. The necessary personnel shall be organised by the Lessor, the incurred costs shall be borne by the Lessee.
2. The cloakroom is operated by the Lessor or a company commissioned by the Lessor.

### **Sect. 9** **Bars, catering, hospitality**

The entire catering and hospitality management including the free distribution of food and drinks at events of all kinds in the outdoor and indoor areas of the premises of the Gasteig is the exclusive responsibility of the Lessor or companies contracted by the Lessor.

### **Sect. 10** **Rent, payment methods**

1. The agreed rent is stipulated in the Rental Agreement and includes only the ancillary services expressly included therein. If further services are provided at the Lessee's request, these shall be charged in accordance with a separate offer/cost estimate.
2. The Lessee assigns to the Lessor the proceeds from ticket sales for the Lessee's event received by the Lessor, insofar as they are not covered by the advance payment, up to the amount of the Lessor's claims from the event as well as any existing due claims of the Lessor from other invoices.
3. The Lessor shall be entitled to offset the proceeds from the sale of tickets received for the Lessee's event against invoiced claims as well as due claims against the Lessee arising from other invoices.
4. The Lessee can offset against the Lessor's claims only with undisputed or legally established claims.
5. All deliveries and services of the Lessor are subject to statutory value added tax.

### **Sect. 11**

### Using the rented premises

1. Any attachment of material or objects at the Lessee's request and with the Lessor's permission as well as the subsequent restoration of the initial condition shall be carried out exclusively by the Lessor's personnel at the Lessee's expense.
2. Special cleaning: Should rooms or facilities of the Lessor be excessively soiled in connection with the event, the costs incurred for special cleaning will be invoiced to the Lessee. This also applies to smoking in the Gasteig, leafleting and unauthorised application of posters.
3. Rental equipment of the Lessor must be returned in perfect condition. Any losses and/or damage caused by the Lessee will be replaced or repaired at the Lessee's expense.
4. All loading and unloading work carried out by the Lessee requires prior consultation with the Lessor. Loading and unloading work in Kellerstraße is prohibited between 10 PM and 7 AM, and at the Sendling location between 10 PM and 6 AM.

### Sect. 12 Domiciliary right

1. The Lessor is entitled to the exclusive right of domicile in all rooms and on the premises, insofar as this right does not lie with the Lessee by virtue of the law. When exercising domiciliary rights, the justified interests of the Lessee shall be taken into account.
2. The Lessor's personnel and agents shall have access to the rooms used at all times.

### Sect. 13 Regulatory compliance

1. The construction, execution and dismantling of the event as well as the introduction of material (e.g. props) must be carried out in agreement with the Lessor's personnel and in compliance with the regulations and requirements applicable to the Gasteig. These include in particular the VStättV (Venue Ordinance), the fire protection guidelines, the accident prevention regulations and the BIMSchG (Federal Pollution Control Act) in the versions valid at the time of the event. The Lessee is obliged to familiarise themselves with the fire protection requirements to be fulfilled in the Gasteig. The Lessee must provide the Lessor with proof of the fire behaviour of any introduced objects no later than six weeks before the event. The Lessor shall register the event with the district administration department (Kreisverwaltungsreferat) and, if necessary, arrange for acceptance by the building supervisory authority (Bauaufsichtsbehörde) or preliminary tests/inspections by the fire department (Bauaufsichtsbehörde) at the Lessee's expense.
2. The Lessee shall register the event with GEMA, GVL, Künstlersozialversicherung (artists' social insurance) and all other competent institutions and shall pay any fees incurred in connection with these. The Lessor is entitled to demand proof of registration.
3. The maximum number of visitors allowed in the rented premises must not be exceeded.
4. The use of open light or fire is permitted only with the Lessor's prior consent; smoking bans must be

observed.

5. All fire alarms, hydrants, smoke flaps, electrical distribution and switchboards, telephone distribution boards as well as heating, ventilation and other safety-relevant systems must remain freely accessible and unobstructed at all times.
6. Emergency exits and escape routes must remain unobstructed and freely accessible and usable at all times.
7. If violations by the Lessee of statutory provisions and conditions lead to the imposition of fines or other administrative penalties, these shall be borne by the Lessee.

### Sect. 14 Video surveillance/ image and sound recording

1. The Lessee undertakes to inform all persons involved in their event about the video surveillance and audio and video monitoring systems in use in the access areas and halls, and the related conditions as follows: In the Gasteig in Haidhausen, video surveillance takes place in the access areas, including the corridors, but not in the halls. The video images are recorded and serve exclusively to prevent and investigate criminal offences. The transmission of collected video data to third parties will only take place to the extent necessary to achieve the aforementioned purposes. The audio and video monitoring system enables continuous audio and video monitoring in the halls and foyers. It serves exclusively for the purpose of the proper execution of events and maintenance. The data is not recorded.

The organiser shall be granted access to the premises and to the monitoring system of Gasteig München GmbH (hereinafter referred to as GMG). The monitoring system is a video surveillance system for use during specific occasions installed in and in front of GMG's event halls for the purpose of the proper execution of events without recording. When using the GMG video monitoring system, the organiser may, under certain circumstances, have access to personal data of visitors to the Gasteig, GMG employees or other persons who have a business relationship with GMG.

The processing of personal data that may become available through the use of GMG's video monitoring system is prohibited. This includes in particular the prohibition of the collection, recording or storage as well as the disclosure, transmission or other dissemination of personal data that may become available through the use of GMG's video monitoring system.

The organiser is further obliged to inform their employees or agents who have access to the GMG video monitoring system about the individual provisions of this obligation to confidentiality and the associated necessary behaviour.

Violations of confidentiality in dealing with personal data can have consequences and, if applicable, be penalised with a fine or imprisonment in accordance with Art. 83 of the European General Data Protection Regulation (GDPR), Sect. 42 of the German Federal Data Protection Act (Bundesdatenschutzgesetz) or Sect. 203 of the German Criminal Code (Strafgesetzbuch).

This obligation to confidentiality shall continue to apply after termination of the contractual relationship with GMG.

2. Image and sound recordings are permitted only with the Lessor's written permission. Fees are calculated in accordance with the price catalogue.

### **Sect. 15 Gasteig publications**

For all public events, an announcement can be made in the electronic or other publications of the Gasteig. The Lessor shall not be obliged to make such announcements.

If no information about the event is received from the Lessee, the Lessor shall be entitled to create an announcement themselves.

The nature and length of the final entry shall be determined by the Lessor.

### **Sect. 16 Liability of the Lessee/insurance**

1. The Lessee is the organiser and is solely responsible for the programme shown by them. In particular, the Lessee is responsible for ensuring that the event runs smoothly, both in terms of content and organisation and including preparation and subsequent processing.
2. The Lessee shall be solely liable for any objects brought in by the Lessee, as well as for all damages and disruptions caused by the Lessee, their employees, agents and guests or other third parties to whom the Lessee permits access to the rented premises in connection with the event. If the further use of the room is hindered by such damages and/or their removal, the Lessee shall also be liable for the loss of rent resulting therefrom. If the disturbance is not removed immediately by the Lessee, the Lessor is entitled to substitute performance. Any further liability of the Lessee resulting from legal regulations remains unaffected.
3. The Lessee indemnifies the Lessor against all claims for damages by third parties asserted against the Lessor in connection with the event.
4. To partially cover risks in connection with the letting, the Lessor shall take out an event liability insurance policy for the Lessee at the Lessee's expense, unless the Lessee submits proof of an equivalent own insurance policy no later than six weeks before the event. (The insurance conditions and coverage amounts are only available on the Lessor's website.)

### **Sect. 17 Liability of the Lessor**

1. The Lessor shall be liable for all direct damages resulting from culpably defective quality of the rented spaces or from any other culpable violation of the obligations assumed by them, in the event of simple

negligence in accordance with the following provisions:

- 1.1. The liability of the Lessor is limited to the violation of essential contractual obligations.
- 1.2. The Lessor shall not be liable for damage to objects brought in by the Lessee or for transport and structural damage. It is recommended that the Lessee insure their objects and instruments accordingly.
- 1.3. The Lessor's liability for financial losses is limited to three times the room rental rate per claim.
- 1.4. The limitations of liability do not extend to damage to life, body or health.
2. In the event of gross negligence, the Lessor's liability shall be limited to the foreseeable damage typically to be expected.

### **Sect. 18 Failure to rent**

1. The contracting parties exclude a regular termination.
2. If the Lessee does not carry out the event for a reason for which the Lessor is not responsible and refuses to carry out the contract for a reason for which the Lessor is not responsible, they shall remain obliged to pay the agreed rent as follows: In the event of a cancellation
  - up to 6 months before the start of the rental period: 50%
  - thereafter: 90%

This is the agreed rent less a lump sum for those included costs that arise only during the execution of the event, such as paramedics, fire service, cleaning, air conditioning and electricity.

3. If the Lessor has incurred higher costs, or if the Lessor has already entered into obligations on behalf of the Lessee in preparation for the event, the Lessor shall be entitled to demand compensation of the corresponding amount. The Lessee remains fully obliged to pay any additional costs in accordance with the contract and the price catalogue, insofar as these have already been incurred.
4. If the Lessor lets the rented premises to a third party, the Lessee's payment obligation shall be waived or reduced to any remaining difference. In addition, in this case a flat-rate administration fee shall be incurred for the additional expenditure incurred as a result of the new letting.
5. If a contractually agreed letting cannot take place due to force majeure, each party shall bear its own costs incurred up to that point. If the Lessor has already entered into obligations towards third parties in preparation for the event on behalf of the Lessee or has incurred expenses for the Lessee, the Lessee shall bear these costs.

### **Sect. 19 Extraordinary termination**

1. The Lessor shall be entitled to terminate the contract extraordinarily and without notice for good cause. A good cause exists, for example, if
  - 1.1. the event violates a statutory provision;
  - 1.2. the official approvals required for the event are not obtained in good time or are not

- granted;
- 1.3. the event could disrupt public safety and order, or the event could significantly impair the Lessor's reputation. This is the case in particular if racist, inciting, discriminatory or offensive content is to be expected as a result of the Lessee's event or announcements made by the Lessee;
  - 1.4. the payments to be made by the Lessee (rent, ancillary costs, security deposits) have not been made after expiry of the agreed payment period;
  - 1.5. the Lessee wishes to hold an event other than the contractually agreed event and the Lessor has an objective reason for rejecting this substitute event.
2. Before issuing a termination without notice, the Lessor shall issue a warning notice to the Lessee and set them a reasonable deadline for remedying the breach of contract. A warning is not required if the Lessee expressly refuses to remedy the situation or if this is futile due to the nature of the infringement, whether in terms of time or for other reasons.
  3. If the Lessor makes use of their extraordinary right of termination for good cause, Sect. 18 Paras. 2 to 4 shall apply mutatis mutandis. Claims for damages by the Lessee are excluded in this case.

## **Sect. 20**

### **General**

1. Any changes and any additional agreements must be made in writing to be effective.
2. **The Lessee agrees to the storage of their personal data. In the event of enquiries from third parties, the Lessee agrees to the disclosure of their contact data (name and address).**
3. The place of performance and jurisdiction is Munich. The law of the Federal Republic of Germany shall apply.