

# GENERAL TERMS AND CONDITIONS

General Terms and Conditions for the rental of premises of the Künstlerverein Malkasten  
Weinkellerei Malkasten ■ Jacobistrasse 6 a ■ D-40211 Düsseldorf, Germany  
Fon +49.(0)211.35 14 70 ■ Fax +49.(0)211.36 06 78 ■ www.malkasten.com ■ info@malkasten.com



These General Terms and Conditions apply to the rental of rooms on the premises of the Künstlerverein Malkasten in order to hold events; they also apply to all further services and supplies rendered in association with these events.

## I. CONCLUSION OF THE CONTRACT

Lessor of the rented premises of the Jacobihaus, the Theatersaal/appendix on the upper floor of the Hentrich building and the Künstlerkeller in the basement of the Hentrich building is Weinkellerei Malkasten GmbH (hereafter WKM).

### A. COMING INTO EXISTENCE OF THE RENTAL CONTRACT

WKM presents an offer to the potential Lessee through providing written confirmation of reservation. Lessee accepts the offer by signing the confirmation of reservation. The rental contract comes into effect when the booking confirmation has been signed and returned to WKM.

### B. COMING INTO EXISTENCE OF A BANQUET CONTRACT

If this should be required, WKM presents to Lessee an offer for providing catering for the planned event in its rooms. The same regulations on acceptance and implementation of the contract that applied to the rental contract shall apply to the banquet contract.

More than one lessee shall be jointly and severally liable for the obligations set down in this contract.

## 2. TRANSFER OF POSSESSION

Lessee agrees to accept the rented premises in their "as-is" condition "with all faults". If the Lessee does not complain about any defects when taking over the room, this shall be deemed as having been taken over in perfect condition. Subsequent complaints about defects can no longer be asserted.

## 3. PERMITS

Lessee undertakes to obtain any permits necessary for the event well in advance and shall comply with all laws, orders, ordinances and other public requirements pertaining to Lessee's use of the rented premises.

To ensure that the residents of the neighbouring properties are not disturbed, the prior consent of WKM must be given for all musical performances or electronically amplified speeches. As a rule, electronically amplified performances in the park and inside the Jacobihaus are excluded and written notice of live performances must be given well in advance.

WKM reserves the right to bar any performances and presentations that would go against the character of the establishment.

The Theatersaal on the upper floor of the Hentrich building is equipped with a sound limiter. In accordance with the German Federal Emission Control Ordinance, this limiter is set to 90 dB(A) which means that, in keeping with the noise protection evaluation report, when all the windows are closed the residents of the neighbouring properties will not be disturbed at night (admissible levels of air-borne noise during the day: 55 dB(A), at night: 40 dB(A)). Lessee is obligated to operate all amplifiers using the electrical outlet regulated by the limiter.

All contracts deviating from this rule must be set down in writing.

Lessee is liable for all ensuing consequences in the case of infringement of this rule. In case of undue noise disturbance, WKM reserves the right to give the local Ordnungsamt (public order office) the name of the Lessee if requested. If the necessary permits are refused or revoked due to a default or shortcoming in the rented premises for which WKM is not responsible, the Lessee shall not be entitled to terminate the contract.

Lessee shall bear all payment obligations vis-à-vis third parties arising from the use of the room, such as charges for GEMA (Gesellschaft für musikalische Aufführungs- und mechanische Vervielfältigungsrechte - Society for Musical Performing Rights and Mechanical Reproduction Rights), the Künstlersozialkasse (social security organisation for self-employed artists), authors' rights, etc.

## 4. OWNER'S RIGHT OF ACCESS TO PROPERTY

WKM's authorised representatives must be granted access to the leased property at all times. The instructions of WKM's employees must be followed.

## 5. LIABILITY

In accordance with statutory regulations and contractual agreements, the Lessee shall be liable for material damage and personal injury, including any consequential damage (economic loss), caused by the Tenant, the Tenant's authorised representatives and visitors during the term of the tenancy. Lessee shall release WKM from any claims for damage that can be filed by third parties in connection with the event.

The WKM is not liable for any loss or damages to any personal belongings or other property brought to the rented premises by the Tenant, his agents or visitors. Lessee agrees to remove his property and restore the premises to the same condition in which the premises were received immediately after the rental contract is terminated. The WKM shall otherwise be entitled to have these items removed and/or restore the premises at the expense of the Tenant.

Lessee shall be liable to WKM for any loss in rental income caused by damage to the leased property or any repair that may be necessary.

WKM shall only be liable for damage caused by defects in the leased property or by the culpable violation of WKM's obligations. WKM shall only be liable in the case of intent or gross negligence on its part with regard to the failure of any installations and interruptions of operations or any other events that impair the proper use of the leased property.

Lessee must have third party indemnity insurance and must show the insurance policy upon request.

Lessee may set off claims against the Landlord's entitlement to collect the rental fee only if these are undisputed or established in law.

Any liability is limited to the amount of the agreed rental price. Lessee may use his own electrical equipment only with the prior consent of the Landlord; this consent shall be given only as long as the Lessee adheres to the official regulations pertaining to technology under special consideration of the valid current version of the German VBG (accident-prevention regulations) and VDE (Association for Electrical, Electronic and Information Technologies) standards, as well as the Ordinance on Places of Assembly (VersstättVO).

## 6. HANGING UP DECORATIONS

To prevent damage to the walls and the inventory, the Lessee must previously obtain the approval of WKM before hanging up any decorations or other objects. Lessee must guarantee that in particular the decoration material complies with fire regulations; in cases of doubt WKM shall be entitled to request the presentation of a confirmation that the material is fireproof from the responsible fire protection authorities.

## 7. ADVERTISING MEASURES

Any displays, signs, banners etc. planned by the Lessee require the prior consent of the WKM.

## 8. TERMS OF PAYMENT / CANCELLATION

WKM is entitled to demand a reasonable advance payment. All invoices of WKM are due and payable without deduction within 8 days from the invoice date, unless another agreement has been made. The amount of advance payment and the payment deadlines shall be stipulated in writing in the acceptance of the rental contract.

WKM shall be entitled to withdraw from the contract or to terminate it without notice without being liable for damages if

- the Lessee violates the provisions of this contract,
  - the envisaged event would represent a violation of public safety and security or damage to WKM's image is anticipated,
  - the leased property cannot be made available because of force majeure.
- Revocation and termination of the contract without notice must be immediately announced to the Tenant.

Should the Lessee cancel the contract for a reason which cannot be accepted by WKM, the Lessee shall be obliged to pay a cancellation charge amounting to

- 50 % of the contract value 4 weeks before the date of the event
- 100% of the contract value 2 weeks before the date of the event

plus the respective value added tax due on this sum.

All longer-term cancellations of the contract shall entitle WKM to charge for the reimbursement for any expenses incurred.

## 9. COLLATERAL AGREEMENTS/PLACE OF JURISDICTION

The above general terms and conditions are an integral part of this rental contract / banquet contract.

Any collateral agreements, amendments and supplementations to the rental contract / banquet contract must be made in writing.

Should one or several of these provisions of the general terms and conditions be invalid, this shall not affect the remaining provisions.

Place of performance and place of jurisdiction shall be Düsseldorf, insofar as the Lessee is a general merchant.

Düsseldorf, August 2007