

## **General Terms and Conditions of Use of Messe Frankfurt Venue GmbH for Meetings, Conventions and Special Events (09/2018)**

### **Sec. 1 Scope of Application**

The present General Terms and Conditions of Use of Messe Frankfurt Venue GmbH shall apply to the execution of meetings, conventions and special events in regard to the permission for use of event locations, halls or rooms, for the provision of services in connection with the event and for the provision of mobile facilities and installations by Messe Frankfurt Venue GmbH (hereinafter referred to as Venue).

### **Sec. 2 Subject matter of the contract**

1. The Venue shall provide the Contract Partner facilities on the grounds of Messe Frankfurt (Frankfurt exhibition centre) for use in connection with the purpose mentioned in the event contract. The provisions of the facilities take place based on officially authorized escape routes and seating plans with determined visitor capacities for the purpose of use stated by the Contract Partner.

2. Work on the technical installation and the supply networks of the Venue for power, gas, water supply and drainage as well as compressed air and telecommunication may only be carried out by the Venue itself or by its affiliated contractor companies. This shall also apply for the establishment of the first suspension point (rigging).

3. Changes to the provided facilities and installations, changes to escape routes and seating plans as well as additional set up and installations may only take place with written consent of the Venue and after an official authorization has been granted, where necessary. Necessary official authorization proceedings are to be handled through the Venue. Duration, costs and risk of the ability to obtain permits shall be borne entirely by the Contract Partner.

4. Unless the Contract Partner is itself the organiser of the event in terms of the law and thus legal and economic carrier of the event mentioned in the contract of use, and has merely been assigned the execution of the event, it undertakes to inform the organiser of the contractual obligations and duties which result from these General Terms and Conditions of Use, the law, the safety provisions for events, the technical stipulations for accompanying exhibitions and the Additional Terms and Conditions of Use of Messe Frankfurt Venue GmbH in case of public events for the organiser.

5. The complete or partial provision of facilities to third parties for a fee or free of charge shall require a written consent by the Venue. The authorization for the provision of areas to third parties (exhibitors) shall be deemed granted for accompanying exhibitions. The Contract Partner shall remain the obligated party of the Venue.

6. The Venue is entitled to have all obligations - as far as this is legally and factually possible - carried out by third parties.

7. If the Contract Partner only leases a part of the facilities, it shall not have the right for exclusive use of the entrances/ exits, foyer areas, functional areas such as toilets, wardrobes and exterior areas. The use of these areas by third parties shall be tolerated. If other events take place in another part of the facilities, the Contract Partner has to ensure that the other events will not be disturbed.

8. The Venue is entitled to enter the provided facilities at any time for safety and operational reasons during the set up and tear down phase and during the event.

### **Sec. 3 Event Schedule (“Regieplan”)**

1. The Event Schedule establishes additional supplementary services, (supplemental) agreements and other organizational and technical details regarding the event.
2. The Contract Partner is obligated to cooperate with the Venue. In the context of this cooperation duty the Contract Partner shall, *inter alia*, also participate in the agreed meetings regarding the content of the Event Schedule. If the Contract Partner violates this obligation, the Venue may claim the resulting damages vis-à-vis the Contract Partner.
3. The Event Schedule shall be deemed to be a commissioning of the Venue by the Contract Partner and has to be signed by the latter. The Event Schedule shall become an integral part of the event contract. The Contract Partner agrees to additional costs resulting from the additionally commissioned supplementary services in the Event Schedule, which are not included in the user fee.
4. The Contract Parties agree that the contents of the Event Schedule shall be adjusted continuously to the conditions of the events.

### **Sec. 4 User fee**

1. The Contract Partner shall pay a user fee for the provision of the facility named in the event contract.
2. All commissioned and rendered additional supplementary services as well as the incurred operating costs shall be invoiced - if not already included in the user fee - to the Contract Partner after the conclusion of the event. An advance payment must be made for the operating and auxiliary services. The amount and the due date of this payment are established in the event contract. Operating costs and additional supplementary services are calculated on the basis of the price list of the Venue valid at the time of the event.
3. All amounts are net amounts. The applicable statutory sales tax shall be paid in addition to those.

### **Sec. 5 Provision of the facilities**

1. At the latest four weeks prior to the event the Contract Partner shall nominate a person commissioned with the management of the event to the Venue in writing (event manager in terms of Sec. 38 No. 5 H-VStättR (Model ordinance on places of assembly for the State of Hesse)), who fulfills the function and tasks of the event manager - pursuant to the Model ordinance on places of assembly for the State of Hesse introduced by a ministerial decree - for the Contract Partner pursuant to the General Terms and Conditions of Use.
2. With the provision of the facilities the Contract Partner undertakes to make itself and the event manager, whom it commissioned with the management of the event, familiar with the facilities, the technical facilities, emergency exits and escape routes of the facilities. The event manager is required to take part in a joint inspection of the facilities and/or attend a meeting before the event to be briefed about the safety regulations to be observed if requested by Messe Frankfurt Venue.
3. A transfer protocol shall be prepared when the facilities are provided to the Contract Partner, which establishes the condition of the facilities in writing.
4. After the end of the event, the Contract Parties shall inspect the facilities. Determined damages shall be noted in an inspection report to be signed by the Contract Parties. If the Contract Partner does not partake in the inspection, the transfer and inspection protocol shall be prepared without it. Insofar the Contract Partner shall bear the burden of proof for the condition or the property damages, respectively, listed therein.
5. Objects, installations, decorations and similar items brought in by the Contract Partner or on its behalf by third parties during the term of use are to be removed completely by the end of the tear down and the original condition has to be restored. In case of a violation, the Venue may have the original condition restored after the end of the tear down at the cost of the Contract Partner.

6. The Venue may claim from the Contract Partner the advance payment of a deposit that is twice the amount of the user fee for possibly incurring property damages on the facilities provided for use or on the grounds of the Venue in connection with the event. The deposit shall be repaid in full, if no property damages are determined when the facilities are returned.

### **Sec. 6 Informational signage and advertising**

1. It is the responsibility of the Contract Partners to make sure that sufficient informational signage is in place. The Contract Partner undertakes to adhere to the design rules of the Venue and to coordinate the signage concepts with the Venue. The production and installation of the signage shall be executed by the Venue only. The Contract Partner shall bear the costs of the signage.

2. It is not permitted to attach advertising signs and/or posters on the grounds, the fencing of the grounds and the facilities of the Venue. In case of violation, the Venue shall be entitled to have advertising signage and/or posters removed at the cost of the Contract Partners.

3. The Venue is not obligated to remove existing advertising signage and/or posters of third parties on the grounds, in and on the facilities, even if they are advertising measures of a competitor of the Contract Partners.

### **Sec. 7 Proprietary rights, copyright and other rights**

1. The Contract Partner irrevocable indemnifies the Venue from all claims arising from a violation of rights of third parties or other legal provisions in this context by the Contract Partner, the event itself or by advertising measures for the event. The obligation to indemnify also extends to all warning cost, court fees and costs of legal proceedings, if any.

2. The Contract Partner undertakes to clarify in all publications for the event unmistakably that it is the organiser of the event and that the Venue is solely the lessor of the facilities.

3. The use of the word mark / pictorial mark "Messe Frankfurt" requires the explicit authorization of the Venue.

### **Sec. 8 GEMA**

The Contract Partner alone is responsible for the filing of all productions which require such filing with the German Society for Musical Performing Rights and Mechanical Reproduction Rights (GEMA) at GEMA in due time and for the on-time payment of all GEMA fees. The Venue may require the written verification of the filing of the event with GEMA, the written verification of the payment of the GEMA fees and/or the written verification of the invoicing by GEMA vis-à-vis the Contract Partner. If the Contract Partner is not able or willing to provide such verification, the Venue may demand a security deposit in the amount of the presumed GEMA fees from the Contract Partner.

### **Sec. 9 Catering**

Accente Gastronomie Service GmbH, Ludwig-Erhard-Anlage 1, 60327 Frankfurt am Main, banquet@accenteservices.de, is solely responsible for the catering on the entire grounds of Messe Frankfurt. If catering is intended for the event, the Contract Partner shall enter into a corresponding agreement about the extent of the catering with Accente Gastronomie Service GmbH.

### **Sec. 10 Wardrobes**

1. The operation of the visitor wardrobes is solely conducted by the Venue and its affiliated service companies.

2. Personnel required for the operation of the visitor wardrobes shall be provided by the Venue upon request of the Contract Partners as chargeable additional supplementary service.

### **Sec. 11 Parking regulation**

1. A limited number of parking spaces on the fairgrounds of the Venue shall be available for visitors to the event at extra cost depending on other events. This shall be determined exactly in the Event Schedule.

2. The Contract Partner may require a limited number of parking passes for its own staff and suppliers from the Venue for parking inside the grounds. It is essential that only the allocated parking places are used and the traffic rules of the venue obeyed.

3. The parking places and traffic monitoring shall be exclusively done by the Venue at the cost of the Contract Partner.

4. If radio and television outside broadcast vehicles are used, they may only be parked in the areas provided for this purpose in coordination with the Venue.

5. Paragraphs 1-4 do not apply to events taking place in the Kap Europa.

### **Sec. 12 Reporting and notification obligations, permits, legal regulations, fire department, police, and medical services**

1. The contracting party must fulfil all statutory and officially prescribed notification and reporting obligations applicable to the event, as well as obtain any necessary permits (if not otherwise established in the contract) and implement all official ordinances, requirements, and regulations.

2. The contracting party shall bear all associated costs, fees, taxes, and expenditures.

3. If the contracting party does not fulfil the aforementioned reporting, notification, and application obligations, the Venue may assert any resulting damages against the contracting party.

4. If a claim is made against the Venue due to failure to observe or fulfil official regulations, it shall have a right of recourse against the contracting party if such claims are associated with the operation of the event.

5. The contracting party is obligated to report the event to the

Service Center Veranstaltungen  
Ordnungsamt der Stadt Frankfurt am Main  
Kleyerstraße 86  
60326 Frankfurt am Main/ Germany  
Tel: +49 (0) 69-212-44191; -44192  
Email: [scv@stadt-frankfurt.de](mailto:scv@stadt-frankfurt.de)

if this is required to fulfil the specifications of Title IV of the Industrial Code (Gewerbeordnung - GewO).

A form for this purpose and further information are available on the city of Frankfurt website under "Service-Center Veranstaltungen".

6. The fire department, police, security, and medical services shall be informed directly by the Venue in the name of the contracting party if necessary depending on the size and type of event. The scope of said services (number of personnel to be provided) depends on the type of event, the number of attendees, event-specific risks, and potential official determinations in each individual case. The contracting party shall bear all associated costs.

7. Required building applications shall be placed exclusively by the Venue as the operator. Such inquiries must be submitted at least 8 weeks before the event begins to:

Messe Frankfurt Venue GmbH  
Veranstaltungstechnik  
Ludwig-Erhard-Anlage 1  
60327 Frankfurt am Main/ Germany

8. The contracting party shall comply with relevant laws and regulations applicable at the time of the event, in particular the regulations of the Hessian Event Location Directive (Hessische Versammlungsstättenrichtlinie - H-VStättR), the Regional Building Code of Hesse (Landesbauordnung - HBO), the Working Conditions Act (Arbeitsschutzgesetz), the Working Hours Act (Arbeitszeitgesetz), the Sunday and Holiday Act (Sonn- und Feiertagsgesetz), the Non-Smoking Protection Act (Nichtraucherschutzgesetz), noise emission protection regulations, the Industrial Code (Gewerbeordnung), the Youth Protection Act (Jugendschutzgesetz) and the accident prevention regulations of the trade associations.

9. The contracting party is not entitled to appoint tradesmen of any kind for the event or to carry out any commercial activities itself directly associated with holding the event without prior approval from the Venue. If approval is provided, the Venue reserves the right to take a percentage of profits from the operation.

### **Sec. 13 Admission regulations, Security and Safety Service**

1. The entrance for visitors and participants to the facilities are determined by the Venue in coordination with the Contract Partner.

2. It is the sole responsibility of the Contract Partner in any case to ensure that under no circumstances more visitors are admitted to an event or more tickets are circulated than visitor spaces are established in the approved escape route and seating plan.

3. For safety reasons, unless otherwise agreed in the contract, the employment of safety and security personnel shall be exclusively assigned by the Venue on behalf and on account of the Contract Partner to companies with existing contractual relations with the Venue. The extent of the employed personnel depends on the type of the event, the number of visitors and the risks specific to the individual case and it shall be employed based on the information provided by the Contract Partner. The Contract Partner shall bear the costs incurred through the presence and employment of these services. The commissioned safety and security personnel shall have access to the facility at any time, even during the event.

### **Sec. 14 Smoking ban**

1. Inasmuch as the subject matter of the contract includes the use of the facilities for holding cultural or sporting events, there is a fundamental ban on smoking in all rooms of the facilities accessible to the public in accordance with the Hessian Law for the Protection of Non-Smokers (HessNRSG). For events taking place in the Kap Europa a general smoking ban applies irrespective of its type.

2. The Contract Partner is obligated to ensure that visitors to the event adhere to the ban on smoking. In case of infringements, the Contract Partner must take all steps necessary to ensure no further infringements.

3. The authorities can also take steps against the Venue in the case of infringements of the provisions of the Law for the Protection of Non-Smokers. Therefore, the Contract Partner undertakes to indemnify the venue immediately if the Contract Partner and the Contract Partner's performing and vicarious agents violate Secs. 14.1 or 14.2.

### **Sec. 15 Termination (cancellation of the event), retention right**

1. The Venue reserves the right to terminate the contract without notice, if

- the Contract Partner has defaulted on services after warnings remained without effect,

- the Contract Partner has stopped payments,
- if composition or bankruptcy proceedings have been filed or initiated against the Contract Partner. The initiation of insolvency proceedings is equal to the refusal of the initiation of insolvency proceedings due to insufficient assets,
- the Contract Partner violates its cooperation duties despite futile demands,
- the Contract Partner violates official requirements/ authorizations, reporting and disclosure obligations or legal stipulations,
- the event violates or seriously endangers the rights of third parties,
- the Contract Partner is an event agency, which has not been commissioned with the execution of the event by the organiser or the commissioning was withdrawn by it,
- or other important reasons exist, which justify an extraordinary termination.

In the named cases the Venue shall remain entitled to the agreed user fee. The already incurred costs for additional supplementary services, (supplemental) agreements and other organizational or technical details regarding the event shall be reimbursed. The Contract Partners shall have no compensation claim vis-à-vis the Venue.

2. If the event is cancelled by the Contract Partner for any reason whatsoever, the Venue reserves the right to claim compensation against the Contract Partner for the portion of the user fee determined in the event contract as due up to the time of cancellation. The Contract Partner shall have the right to prove that a smaller loss has been incurred. The already incurred costs for additional supplementary services, (supplemental) agreements and other organizational and technical details of the event are to be reimbursed.

3. The termination or the cancellation of the event must be made in writing. Relevant is the time of the receipt of the written notification of the cancellation of the event at the Venue.

4. The Venue is entitled to refuse the provision of the facilities as well as the fulfillment of the other services to be rendered, if the Contract Partner has not fulfilled all performance obligations which are due based on this or a prior agreement or does not fulfill the reporting, notification and filing obligations in due time. The Contract Partners shall have no compensation claim vis-à-vis the Venue.

## **Sec. 16 Liability**

1. Inasmuch as there are no legal obligations to do so as the owner of the land and buildings, the Venue accepts absolutely no liability of any kind with regard to the Contract Partner either for any objects brought into the facilities used for the event, no matter what they may be, or for people in the facilities used in connection with the event or on the grounds of the Venue.

2. In the case of damage caused to the subject matter of the contract, the grounds and fencing of Frankfurt exhibition centre, as well as other rooms, halls and buildings by participants and visitors to the event, by negligence on the part of the contract partner, its participants and visitors, its performing and vicarious agents or by employees or contractors of such people, the Contract Partner undertakes to remedy all such damage or to reimburse the Venue for the costs arising from this. The exculpation based on culpability in the selection (Sec. 831 paragraph 1 clause 2 BGB (German Civil Code)) shall be excluded.

3. The Contract Partner is liable to third parties and the venue for all damage caused to people and objects, if it is responsible for them. Should claims be made by third parties against the venue for damage of this kind, the Contract Partner shall represent the venue in all respects and to indemnify the Venue in full for compensation to third parties, including any subsequent legal costs.

4. The Contract Partner shall be obligated to take out adequate third-party liability insurance to cover all risks arising from the liability associated with this contact and from holding the event, inasmuch as these are insurable risks. After the insurance has been effected, evidence must be shown to the Venue upon request.

5. The venue is only liable for the failure of facilities or any kind, for operational disturbances or any other occurrences that negatively influence the event if these occurrences can be shown to have been caused deliberately or through gross negligence on the part of the Venue or its vicarious agents or representatives.

### **Sec. 17 Delivery disruption due to force majeure and similar events**

1. The Venue shall be released from the performance obligation, if the performance is not possible due to force majeure or similar events or is not reasonable under consideration of all circumstances.
2. Compensation claims due to non-performance, in particular compensation for lost profit, are excluded, as far as the non-performance was based on force majeure or similar events.
3. Force majeure is an event coming from the outside, which shows no operational connection, and is, even with the highest degree of reasonable diligence, not preventable. A case of force majeure exists in particular if natural catastrophes, earthquakes, war, epidemics, trade blockages, embargos, raw material shortages and lack of transportation occur.
4. A similar event is any circumstance outside the controllable sphere of influence of the Venue which is, even with the highest degree of reasonable diligence, not preventable or foreseeable. Such an event in particular exists in case of labor dispute actions and other business interruptions or disruptions for which the Venue is not responsible.
5. The Venue shall inform the Contract Partner as fast as possible in writing about the occurrence of force majeure or of a similar event informing it about the specific reason and states to what extent the execution of the contract is affected hereby.

### **Sec. 18 Partial invalidity, place of fulfillment and jurisdiction**

1. The law of the Federal Republic of Germany shall apply to the contract.
2. Should individual provisions of this contract be or become invalid, this shall not affect the validity of the remaining provisions. In this case, the invalid provision shall be amended or changed in such a way that the intended purposes are reached as far as possible.
3. The place of fulfillment and court of jurisdiction is Frankfurt am Main.

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The English text is provided as a courtesy translation. Only the German version is valid.