

# General Terms and Conditions Festspielhaus Bregenz

## Provisions and Information for all Types of Events

### 1. Preamble

- 1.1 These General Terms and Conditions (hereinafter referred to as "Terms") form an integral part of the contract, by the signing of which the Lessee accepts form and substance of these provisions.
- 1.2 The premises and equipment of the Festspielhaus Bregenz (hereinafter referred to as "Premises") as well as services rendered by the Lessor are solely leased and rendered according to agreements made in writing. The Lessee is entitled to use of the Premises within the term of lease and for the purpose agreed upon and stipulated in the Lease Agreement position 4.
- 1.3 Dates discussed prior to entering into a written contract are not binding.

### 2. Rent

- 2.1 The rent agreed upon includes costs for heating, air conditioning and general lighting. The rental price for the Premises is stated in daily rates.
- 2.2 The Premises to be leased to the Lessee are handed over in clean condition. The Lessor reserves the right to additionally charge the Lessee for cleaning costs exceeding one-time standard cleaning services as well as for services rendered but not agreed upon when entering into the contract.
- 2.3 If the Lessor exceeds the term of lease (duration of the event itself and related setup and dismantling as well as rehearsals), an additional charge shall be charged. Any partial hour will be charged as a full hour.
- 2.4 The Lessee agrees that the Bregenz authorities (*Abgabenamt der Stadt Bregenz*) provide the Lessor with information necessary for calculating the rent.
- 2.5 The Lessee agrees to obtain a written authorization by the Lessor before using equipment for an event not stipulated in the Lease Agreement. Such an additional agreement in writing becomes part of the Lease Agreement.
- 2.6 The term of lease stipulated in the Lease Agreement is used for the calculation of the actual rent.  
The Lessor reserves the right to adapt the contract conditions agreed upon in the event of significant changes in legal or price regulations.

### 3. Vacation

The Lessee is responsible for leaving the Premises on time. The Lessee shall be held liable for losses suffered by the Lessor arising from a late vacation of the Premises by the Lessee.

### 4. Rescission

The Lessor is entitled to rescind the Lease Agreement made and entered into without notice, if

- 4.1 the Lessee fails to prove upon the Lessor's demand to have met the obligations stipulated in Articles 6 and 10,
- 4.2 the Lessor learns of facts indicating that the event planned infringes upon existing laws, especially upon the Austrian Events Act (*Veranstaltungsgesetz*),
- 4.3 there is reason to assume that the event planned will disturb public order and security,
- 4.4 the facilities of the Premises cannot be made available by the Lessor due to force majeure,
- 4.5 there are arrears of rent from previous lease agreements with the Lessor for which a third reminder has already been sent out,
- 4.6 the advance payment agreed upon in Article IV Section 1 of the Lease Agreement is not paid to the specified account of the Lessor at maturity.

In these cases, the Lessee shall have no right to compensation from the Lessor.

### 5. Cancellation

- 5.1 Cancellations shall be made in writing and shall be announced in all relevant media. Arising costs shall be borne by the Lessee. If an event cannot take place without the fault of the Lessor, the Lessor reserves the right to payment according to the time of cancellation as follows.

For event durations of up to two event days:

- a) 90 to 30 days prior to the event date: payment of 25% of the agreed fee.
- b) 29 to 10 days prior to the event date: payment of 50% of the agreed fee.
- c) 9 to 0 days prior to the event date: payment of 100% of the agreed fee.
- d) Special services agreed upon which become void due to the cancellation have to be paid in any case.

For event durations of more than 2 event days:

- a) From the day the contract is entered into up to 180 days prior to the event date: payment of 25% of the agreed fee.
- b) 179 to 90 days prior to the event date: payment of 50% of the agreed fee.
- c) 89 to 0 days prior to the event date: payment of 100% of the agreed fee.
- d) Special services agreed upon which become void due to the cancellation have to be paid in any case.

- 5.2 Spaces rented in addition to the main Premises, for instance break-out rooms or coat checks, can be canceled free of charge up to 30 days before the event. In case of cancellation less than 30 days prior to the event, cancellation fees as stipulated in Section 5.1 b) to h) shall apply.
- 5.3 If the cancellation only concerns the event date and the event takes place on a different date to be agreed upon, there is no duty of payment of rent for the canceled event date, provided that the date rescheduling was requested no later than 30 days prior to the original event date. This provision only concerns event durations of up to 2 event days.

### 6. Risks

All risks of the event are solely borne by the Lessee. This concerns the acquisition of all necessary rights regarding the program and its financing, as well as preparations and subsequent transactions and dismantling after the event. The Lessee shall be held liable for damages arising in this context and also for damages arising from persons acting on behalf and in the interest of the Lessee. The Lessee is specifically liable for

- 6.1 damages to the buildings and equipment arising during the event, including time for preparations, dismantling and rehearsals. Respective insurance coverage shall be presented to the Lessor upon demand.
- 6.2 damages arising in course of setup or dismantling of equipment or decoration of the Lessee.
- 6.3 damages caused by the Lessee's putting-up of banners, posters and stickers on the walls or other equipment.
- 6.4 all consequences arising from exceeding the maximum number of visitors of the event, especially participants on stage, as laid down by the respective authorities.
- 6.5 all damages to persons suffered by staff of the Lessee or artists and participants hired by the Lessee during the preparation of the event, the event itself as well as dismantling of the equipment.
- 6.6 damages caused by visitors or guests during the event, regardless of who suffers the damages. This especially concerns unusual wear and tear of the Premises open to the visitors during the event and all equipment and installations on the Premises.
- 6.7 damages arising from the theft of goods supplied by the Lessee unless the Lessor acted negligently and deliberately.

6.8 claims for compensation of third parties due to damages to persons or property during the preparation of the event, the event itself as well as the dismantling after the event. Respective insurance coverage shall be presented to the Lessor upon demand.

The Lessee agrees to effect a liability insurance with a minimum insurance sum of EUR 3.7 million, which covers all aforementioned risks and shall be presented to the Lessor upon demand.

#### **7. Technical Equipment**

Technical equipment of the Premises shall in general only be handled by staff of the Lessor. Exceptions to this provision require an agreement in writing. The Lessor shall not be held liable for a breakdown or malfunctioning of equipment or any other incidents to the detriment of the event.

#### **8. Delivery of Rental Property**

8.1 The Lessor delivers the rented rooms and equipment to the Lessee in a timely manner and an orderly condition, which the Lessee shall check upon delivery. Possible objections shall be communicated to the Lessor immediately. Objections at a later point shall not be accepted.

8.2 The Lessee or an authorized representative to be appointed by the Lessee, stating name, address and telephone number of the representative, shall be present during the duration of the event, including time for preparation and dismantling.

#### **9. Constructional Changes**

9.1 Any constructional or other change to the Premises and equipment requires previous written authorization of the Lessor and any arising costs therefrom shall be borne by the Lessee. The Lessee shall also restore the Premises and equipment to the original condition at the Lessee's expense. The Lessor shall not be held liable for any objects provided by the Lessee; the Lessee is solely responsible for their use on the Premises.

9.2 Advertising material shall only be affixed or placed in the exterior or interior of the Premises upon previous authorization by the Lessor. The Lessee shall remove all objects put on the Premises by the Lessee or a representative of the Lessee immediately or at the latest by the end of the agreed term of lease at the Lessee's expense. If the Lessee does not comply with this obligation, the Lessor is entitled to store these objects in a place chosen by the Lessor at the risk and expense of the Lessee.

#### **10. Authorizations**

10.1 The Lessee shall comply with all legal obligations arising in connection with the object of agreement and obtain the stipulated authorizations in due time. The Lessee shall be held liable for all damages arising to the Lessor from an infringement of this obligation.

10.2 Official controlling bodies of the Lessor shall be granted access to the Premises, where the event takes place, and to all premises associated with the event at any time.

10.3 The Lessor is entitled to arrange visits and tours to the leased Premises during the term of lease specified in the Lease Agreement.

#### **11. Decorations**

11.1 Only flame-retardant objects or objects made flame-retardant by means of officially approved fireproofing agents (flammability rating B1) shall be used for decoration purposes. Reusable decorations must be examined as to their fire retardance before their use and shall, if necessary, be impregnated again with fireproofing agents. If vehicles are brought onto the Premises, the tanks of the respective vehicles shall be as low in fuel as possible.

11.2 Especially the use of open fire or light is subject to official authorization. Easily flammable substances shall not be brought onto the facilities. Generally, objects of any kind, especially decorations, shall only be brought onto the Premises after previous inspection and authorization by the Lessor.

11.3 Corridors and emergency exits (escape routes), emergency lighting, fire-fighting equipment and fire alarms shall not be blocked or be covered.

11.4 Putting up adhesive tape on any floor or wall area of the Premises is not permitted.

11.5 Upon request, the Lessor will provide display walls in return for rental charges.

11.6 Putting up adhesive letters and thin nails on display walls is permitted, provided that they are removed upon termination of the event.

11.7 Moreover, the Lessee declares to have taken notice of the legal rules of the house and the work and fire safety regulations in effect and to comply with them. The Lessee can view the above-mentioned rules and regulations with the event management.

#### **12. Catering**

12.1 The catering services for all events taking place on the Premises are provided as stipulated in the conditions of the lease agreements between the Lessor and the catering businesses of the Festspielhaus.

12.2 Agreements between the Lessee and the catering businesses regarding possible catering services rendered to the Lessee by the catering businesses do not establish a legal relationship between the Lessor and the Lessee.

12.3 Furthermore, the Lessee has to respect the contractual agreements between the Lessor and the Lessor's partners and sponsors. The Lessor is obliged to take beverage deliveries from the Lessor's partners as follows:

12.4 The Lessee is prohibited to advertise food and beverage suppliers as sponsors for events in the Festspielhaus without prior written consent of the Lessor and to distribute their products for commercial purposes.

#### **13. Smoking Ban**

Smoking is generally and strictly prohibited in all function rooms.

#### **14. Coat Check**

It is obligatory in the Premises to leave coats and big pieces of luggage at the coat check. The coat check is made available to the visitors of the Premises in the entrance area. The coat check is operated by the Lessor against payment. If mobile coat checks that are not operated by the Lessor are set up upon the Lessee's request, latter assumes liability thereof. It is not permitted to take food or beverages into the function rooms.

#### **15. Merchandising**

The Lessor reserves all rights regarding the Lessee's commercial secondary use for cultural events of the event facilities. The sale of books, sound carriers and merchandising products of any kind is only permissible in consultation with the Lessor.

The Lessee shall pay EUR 0.15 per visitor as rent to the Lessor.

#### **16. Recordings**

Sound, image and film recordings as well as broadcasts by radio or television stations (live or delayed) of the event or parts thereof shall only take place after authorization by the Lessor.

#### 17. Workforce

The workforce of the Lessor, the attending catering staff, paramedics, police, security staff and firefighters shall not be constrained in the exercise of their duty and shall be granted access to the leased Premises as required. Security and safety provisions for people as well as property security (security staff, ushers, barriers etc.) are provided by the Lessor at the Lessee's expense.

#### 18. Seating Capacity

The Lessee shall at no event grant access to a number of participants exceeding the seating capacity laid down by the competent authority. The seats especially marked in the seating chart for the Großer Saal shall be made available free of charge as on-duty seats for ushers, firefighters and paramedics.

### 19 to 22: Additional Regulations and Information for Fairs and Exhibitions

#### 19. Exhibition Goods

During the entire time a fair is held, only goods that have been examined and approved by the competent authorities and/or fulfil requirements laid down in Austrian law shall be exhibited, presented or offered for sale. Bregenzer Festspiel- und Kongresshaus GmbH does not assume any liability for defects and damages arising out of an examination by the competent authority.

#### 20. Risks

All risks are solely borne by the Lessee, who is also liable for any damage arising from the actions of people acting on the Lessee's behalf or in the Lessee's interest. The Lessee is specifically liable for

- 21.1 damages incurred by exhibitors.
- 21.2 damages to the buildings or equipment arising during the exhibition, including setup and dismantling.
- 21.3 damages arising in the course of setup or dismantling of equipment or decoration of the exhibitor.
- 21.4 damages caused by the exhibitor's/exhibitors' putting-up of banners, posters and stickers on the walls or on equipment.
- 21.5 all damages to persons suffered by staff of the exhibitors or artists and participants hired by the exhibitor during setup, the exhibition itself or the dismantling of equipment.
- 23.6 damages arising from the theft of goods supplied by the Lessee and/or the exhibitor(s) unless the Lessor acted negligently and deliberately.
- 23.7 claims for compensation of third parties due to damages to persons or property during setup, the event itself or dismantling.

The Lessee agrees to effect a liability insurance with an adequate minimum insurance sum, which covers all aforementioned risks and shall be presented to the Lessor upon demand.

#### 21. Dates for Setup and Dismantling

Dates for setup and dismantling shall be agreed upon with the Lessor in writing.

#### 22. Delivery

Vehicles, trailers etc. have to be removed from delivery zones one hour prior to the beginning of the event at the latest, otherwise they will be towed at the Lessee's expense.

#### 23. Safety Regulations

- 24.2 FIRE DOORS, ESCAPE AND TRANSPORT ROUTES. Escape and other transport routes shall be kept entirely free of any obstructions. Fire doors and fire dampers shall not be blocked by any items and kept closed at all times. Self-locking mechanism shall not be blocked. Moreover, vehicles shall only be parked in the delivery zones for the stage and the studio theater in a way that transport and escape routes as well as access roads for emergency vehicles are not blocked. Parked vehicles violating this regulation will be towed at the owner's expense. Signs for emergency exits and firefighting equipment shall not be covered by any items, damaged or removed.
- 24.4 FLAMMABLE GASES AND LIQUIDS – USE AND STORAGE. It is not permitted to bring liquid gas containers exceeding 5kg into the building. It is prohibited to store flammable liquids and compressed gas in the building.
- 24.6 WORKING WITH FLAMMABLE LIQUIDS. It is prohibited to work with flammable liquids in the proximity of open fire or light or close to electric equipment which is not explosion-proof.
- 24.7 COMBUSTIBLE WASTE. Combustible waste, such as wood dust, paper, plastics etc., must be removed from the respective rooms and stored in a fireproof way at the latest at the end of each working day.
- 24.8 ELECTRIC INSTALLATIONS – ELECTRIC APPLIANCES. It is prohibited to manufacture provisional installations, to use damaged cords and plugs or damaged electric appliances. Driving gear, such as electric engines (transmissions, belts), wire-rope hoists etc. must be kept clean of any deposits at all times.
- 24.9 USE OF HEATING, COOKING AND WARMING DEVICES. Heating, cooking and warming devices shall only be put into operation upon the Lessor's approval and shall only be put up and operated according to the instructions of the fire-safety officer of the Bregenzer Festspielhaus – und Kongresshaus GmbH.

#### 24. Additional Agreements

There are no agreements other than this Lease Agreement. Amendments to this contract shall be made in writing in order to take legal effect. Additional oral agreements are null and void.

#### 25. Prohibition of Use

The Lessee acknowledges that the authorities may issue a prohibition of use or take other measures if the safety and health of people are threatened due to violations against legal regulations or conditions laid down in official notifications. This especially applies to non-compliance with legal regulations concerning noise-level limits.

#### 26. Place of Fulfillment

The place of fulfillment and jurisdiction is Bregenz.

#### 27. Confirmation of the General Terms and Conditions

I hereby acknowledge with my signature to have read and accepted the present General Terms and Conditions.

Event title: \_\_\_\_\_

Event date: \_\_\_\_\_

Event organizer, Lessee /  
company stamp: \_\_\_\_\_

Date, signature: \_\_\_\_\_