

GENERAL TERMS & CONDITIONS



Europahaus

Mayrhofen GesbR

January 2024

We look forward to cooperating
with you on your vision!

GENERAL:

1. In accordance with this agreement, provision for use of designated rooms will be made by Europahaus GesBR, hereinafter referred to in this document as EH. The event organisers, hereafter referred to as Lessee, are permitted to use these rooms for the times established and solely for the agreed purpose of the contracted event. This agreement will not enter force until it has been signed. The room/s specified will only be made available to the Lessee when this legally binding agreement has been signed by both parties and returned to the EH by no later than 2 weeks after date of issue. On exceeding the agreed rental period (duration of the actual event, plus set-up, break down and rehearsals) a recalculation of costs will be made. This recalculation will be determined using EH's fixed rates and tariffs. EH expressly reserves the right to calculate and invoice supply and cleaning costs over and above the expected normal standards. Unanticipated costs incurred by EH for employees or special services in relation to this agreement are to be borne by the Lessee. The Lessee is only permitted to transfer the rented property in part or all to a third party after acquiring express written consent from EH management.

Unless an exclusive rent of the entire building has been agreed upon, certain overlaps of guests and participants can occur. This has no effect on the further rights of the lessee and he/she hereby accepts these overlaps.

2. The decision of whether and to what extent an event hosted by the Lessee is acceptable and permissible is to be made, without exception, by EH management. EH may withdraw from the Agreement made and entered into without notice and demands from the lessee if:
 - The agreed deposit has not been paid by the Lessee within due time.
 - The Lessee was aware, or should have been aware, that the planned event is contrary to existing laws or agreements.
 - The proposed event is deemed to be a public nuisance and a threat to public safety.
 - The rented room/s cannot be made available as a result of force majeure or exceptional circumstances for which the EH cannot be made responsible.
 - Proof of non-compliance with the conditions stated in paragraph 7 of this agreement.
 - The Lessee is more than 30 days in payment arrears with regards to previous lease agreements.

In such cases as mentioned above, the Lessee has no right to compensation from the EH.

3. EH will hand over the rented rooms and facilities to the Lessee in a timely manner and orderly condition, which the Lessee shall check upon delivery. Possible objections shall be communicated to the EH immediately. Objections at a later point shall not be accepted.
4. The Lessee has to meet all event related legal obligations and obtain the required regulatory approval in good time (for example; police, building inspection, fire, ambulance, controlling bodies...). Proof of compliance with these regulations must be demonstrated before the event, even without being explicitly requested to do so. Official controlling bodies and EH representatives must be permitted access to the event at all times.
5. The entire Europahaus building is a non smoking zone. Designated external smoking areas within EH grounds must be agreed in advance with EH management.
6. Catering for all in-house events may only be provided by the contractual partner approved by EH management. Our exclusive drink suppliers are Zillertal Bier GmbH (beer) and Eder Getränke GmbH (all other drinks).
7. All forms of advertising material displayed within the premises and surrounding area require special permission by the EH. EH is to be informed of the planned use of any advertising material (posters, flyers

etc.) before their publication. EH is entitled to refuse publication and circulation of any such material, especially if this does not integrate with EH's customary advertising or contradicts EH interests. Unauthorized attachment of posters is prohibited by law and shall oblige the Lessee to pay compensation. EH emphasises that no legal relationship is established between the EH and event visitors in terms of any compensation claims arising from the event and the Lessee is obliged to make this point clear on all printed matter, posters, tickets, invitations etc. appertaining to the event.

8. Filming and photography, radio and television recordings as well as music recordings during the event require approval by EH management. Sales or other commercial practices require permission by the EH. Registration and payment of AKM (composer, lyricist and publisher revenues) and all other duties and taxes under the copyright act are the sole responsibility of the Lessee. If he fails to do so, claims for damages under the Copyright Protection Act (Urheberrechtsgesetz) may be made against him.

Europahaus is allowed to use sketches, photographs etc. of the event (persons & buildings) for own purposes or for general press releases.

By signing this agreement, the lessee gives his consent to the publication of event data on posters and calenders, as well as on- and offline tables and statistics (as in the congress statistic of Österreich Werbung); according to §18 (1) and §7 (1) 2 Datenschutzgesetz (Privacy Act).

PAYMENT & CANCELLATION:

9. **Calculation basis for catering:**

The calculation basis (number of participants) must be announced latest 1 week before the start of the event. Since staff is also included in the menu prices, the rate may increase if there is a significant decrease in participants (from -15%).

10. **Cancellation fees:** Should the Lessee withdraw from the agreement and date(s) arranged, cancellation charges and already incurred additional costs will be charged as follows:

Room rates:

Contract date-8 months + 1 day before start 20%
8 months-6 months + 1 day before start 80%
6 months before start-start 100%
plus any additional costs incurred

Catering:

Contract date-6 months before start 0%
6 months-31 days before start 50%
30 days before start-start 100%

11. **Payment conditions:** Deposits or bank guarantees are due latest on the contractually agreed date. All invoices are payable within 14 days of receipt without deduction. In case of default payment, interest will be charged corresponding to current bank interest rates.

Deposits for room rates:

20 % within 14 days of signing the agreement
additional 50 % up to 8 months prior to event date
or 80 % up to 6 months prior to the event date

Deposits for Catering:

80 % up to 14 days prior to event, 100% after
Remaining amount due after event.

DECORATION & CLEANING:

12. The Lessee may only use their own or other supplied furniture, decorations, equipment, scenery, etc. in the rented facilities after acquiring prior written approval from the EH. Legal and police regulations are to be observed whilst delivering such goods. The Lessee is entirely responsible and liable for his own goods and wares whilst located in the EH.
Set-up and break down is only permitted within the time frames established in this agreement. Time extensions (duration of the event itself and related set-up and break down as well as rehearsals) shall be recorded in writing and an additional charge will be made to the Lessee, even if such delays are caused by a third party. Items that are not removed within the agreed time limits will be removed by the EH, the costs and liability of which are to be borne by the Lessee.
13. The entire decoration costs including flowers are the sole responsibility of the Lessee. Delivery and mounting of such items shall be completed so that no residual damage occurs (no nails, staples, screws or aggressive glues are to be used). The necessary tools are to be supplied by the Lessee.
14. Only flame-retardant objects or objects made flame-retardant by means of officially approved fireproofing agents shall be used within Europahaus for decoration purposes. Ornamental objects/decorations may only be affixed away from visitors reach and are to be located where they cannot come into contact with cigar or cigarette waste and/or matches. All fire alarms, hydrants, smoke vents, power distribution points and switchboards, telephone distribution points as well as heating and ventilation inlets must remain accessible and unobstructed. This particularly applies to emergency exits. Furthermore, building and fire regulations must be adhered to.
15. After use of rice, flowers, confetti or similar decoration, separate cleaning of EURO 200,00 excl. VAT will be charged.

CONTACTS & SAFETY:

16. The Lessee is obliged to inform EH of the name of a responsible party, who will be present during the rental period and can always be contacted by the EH for the duration of the event. In order to optimize preparation and execution of the event, the Lessee should provide EH with detailed information on the purpose and modus operandi of the event by latest 4 weeks prior to the event date in the form of an organizational overview. EH will supervise the reserved rooms for the duration of the event. Instructions given by EH management or their representatives concerning house rules whilst working in-house should be complied with at all times.
17. It should be noted that the case may occur, that no Europahaus staff is present during the entire event and/or the entire duration of the booking. In that case, the lessee is responsible for any damages occurred from the lessee during that time. The burden of proof in the event of an alleged exclusion of liability lies with the organizer.

The EH is not liable for any damage incurred by the organizer in the premises used by him or not supervised by Europahaus staff at the time of the damage event.

18. During large events and after seeking prior agreement, additional security and stewards for the halls are to be arranged by the Lessee. These additional personnel have also to observe instructions given by EH management or their representatives whilst working in-house. Changes to seating arrangements or the exhibition plan requires written permission by the EH. The Lessee is responsible for ensuring that the aforementioned are not changed before or during the event.

SET-UP & TECHNICAL EQUIPMENT/STAFF:

19. The Lessee is obliged to employ at least one Europahaus in-house technician during the complete set-up and break down process, as well as during the entire event. In this case, these are technical services and supervisory personnel within the scope of regulatory and professional requirements. Technical support (such as assistance during shows) must be agreed in advance. In-house technicians are not obliged to follow instructions made by the Lessee.
20. Lighting, speakers and other technical equipment should only be installed and operated by EH approved, licensed professional companies/qualified personnel.

LIABILITY:

21. EH's accountability remains within the framework of statutory third party liability.
22. The Lessee is specifically liable for:
 - Damages to the buildings or inventory resulting from the event.
 - Damages to persons or property arising in the course of goods delivery, event set-up or break down.
 - All consequences resulting from the maximum number of visitors specified in this agreement being exceeded.
 - All consequences resulting from inadequate or unprofessional allocation of security personnel.
 - All accidents and injuries suffered by staff of the Lessee or artists and participants hired by the Lessee during the preparation of the event or during the event itself, or failure to observe police and safety regulations stipulated in the terms of this agreement.
 - Damages, including consequential damage caused by visitors to the event, in particular exceptional wear and tear caused by audiences using rooms made accessible during the event and any facilities and installations located therein.
23. We strongly recommend the organizer takes out appropriate organizer liability insurance for the implementation and execution of events on the premises of the Europahaus. This must include activity damage (i.e. damage to immovable property) as well as damage to rented property (damage to movable property).

EXTRAORDINARY:

24. Agreements deviating from those specified in this contract are only valid if made in writing and confirmed by EH management.
25. By signing this agreement, the Lessee acknowledges and accepts the EH general terms and conditions as well as EH general requirements for the participation of events/exhibitions. Any claims against EH are to be made in writing and sent per registered post by latest 1 month after the event has ended.
26. The place of execution and any disputes arising from this agreement come exclusively under the jurisdiction of Zell am Ziller County Court/Bezirksgericht.

Mayrhofen, January 2024