OLYMPIASTADION BERLIN

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5 STARS IN THE UEFA LIST OF STADIA

Olympiastadion Berlin GmbH Terms and Conditions

Terms and Conditions for services rendered during special events in the special & business event areas.

1 Area of validity

1.1 These Terms and Conditions are valid for all services that the Olympiastadion Berlin GmbH ("OStaBG") renders to the contract partner ("organiser") in the special & business event areas.

1.2 Terms and Conditions of the organiser are not valid. The OStaBG expressly opposes any terms and conditions of the organiser. Such opposition need not be reiterated after the OStaBG has received any such terms and conditions, or a corresponding reference to such terms and conditions of the organiser. In particular the rendering of services or their acceptance does not imply that the OStaBG agrees to such terms.

1.3 Changes made to these terms and conditions by the OStaBG will be agreed upon through an offer made by the OStaBG and the acceptance of that offer by the organiser. The offer from the OStaBG is made through the notification of changes to the content. Non-response or non-objection to the offer (including the changes made to terms and conditions) offer made by the OStaBG within 14 days results in automatic acceptance, as long as the OStaBG has informed the organiser of these facts.

2 Contract offer and Conclusion of Contract

2.1 Offers extended to the organiser by the OStaBG are, if not otherwise agreed upon or stated in the offer, valid for 30 calendar days (Term of Acceptance).

2.2 The transmittal of an order for services represents an offer for contract conclusion to the OStaBG for the aforementioned services. The contract becomes valid through the OStaBG countersigning the order for services and returning it to the organiser.

3 Services

3.1 Value performance by OStaBG will occur in the form of (1) temporary leasing of conference, banquet and event facilities of the OStaBG for the implementation of conferences, banquets, seminars, and other events as well as (2) all interrelated further services and supplies rendered by the OStaBG.

3.2 The OStaBG obligates itself to render all services as agreed upon with the organiser.

3.3 The organiser commits to pay all fees (rental fee, food and beverage fees, etc.) for services rendered by the OStaBG when due. This applies to all services including those induced by the organiser to third parties and those that expenditures have been made by the OStaBG.

3.4 The fees agreed upon are excluding statutory value added tax at its respective valid rate.

4 Payment Terms and Invoice

4.1 Invoices issued by the OStaBG are to be paid in full within two weeks of receipt. In the event of non-payment, the organiser defaults 30 days after due date of the invoice or payment schedule.

4.2 Any costs associated with the payment transaction are to be fully handled by the organiser. Should payments be made from abroad, the costs of transaction are also fully handled by the organiser.

4.3 The OStaBG reserves the right to request advance payment or security deposit for any event at the contract signing or shortly thereafter.

4.4 In the event of default of payment by the organiser, OStaBG reserves the right to assess an interest rate of 5 % over the basic interest rate. In the course of business the default of payment interest rate averages 8 % over the basic interest rate. The option of further assertion of claims by the OStaBG remains intact.

4.5 The organiser will notify the OStaBG of the correct invoice address for the specific services agreed upon after the contract has been signed. Should this address be incorrect or not present at the time of invoice issuance and a new invoice has to be drawn up, the OStaBG will charge the organiser an 15,00 € handling fee. The event organiser shall be free to prove that no damage was incurred, or that the damage incurred was considerably lower.

4.6 Counterclaims by the organiser to receivables of the OStaBG resulting from this contract can only be made if these counterclaims are uncontested or legally binding.

4.7 Following the conditions referred to in aforementioned clause 4.6 the organiser has a right of retention as long as the receivables of the organiser are subject to the same contract agreement.

5 Terms of use / Safety regulations / Organiser's obligations to cooperate

5.1. The usage of all function rooms leased by the organiser is limited to the specified type of use. Any change of usage has to be requested in writing and be approved by the OStaBG before the event.

5.2. Subletting or any other form of cession for use to third parties has to be requested in writing and be approved by the OStaBG. § 540, section 1 paragraph 2 of the German Civil Code does not apply as long as the organiser is not customer.

5.3. The fixed-term let includes setup and teardown times on the day of the event. Additional setup and teardown times have to be discussed with the OStaBG ahead of the event. For any additional days needed for setup and teardown, the OStaBG charges 50 % of the function room lease fee.

5.4. In the event of a transgression of the contracted time for usage of the function rooms by the organiser, the OStaBG reserves the right to charge a fee for every hour additional to the lease period. The fee charged is based upon lease fees and services that were rendered. It is charged on a pro-rata basis and does not include value added tax. The option of further assertion of claims by the OStaBG remains intact.

5.5. The organiser is to present a complete schedule of the event to the OStaBG at least 10 days before the day of the event. The schedule will be coordinated with the OStaBG and only after the coordination will the date and time for handing over and retraction of all leased function rooms be determined.

5.6. The function rooms and facilities are considered in proper form at handing over, when a handing over certificate is given to the organiser, and the organiser does not raise any complaints.

5.7. The organiser is required to present the function rooms in orderly fashion when they are retracted by the OStaBG. Final cleaning of function rooms and facilities will be done by the OStaBG and will be billed as agreed upon.

5.8. The organiser will name an event coordinator for the event and give the OStaBG the name of the person at least seven days ahead of the event.

5.9. Any personnel booked by the organiser through the OStaBG or one of the service providers of the OStaBG will be placed at the disposal of and paid for by the organiser. Personnel will be present at the function rooms or areas leased an hour before the start of the event and stay for one hour after the event, unless otherwise agreed upon ahead of the event. All costs are borne by the organiser.

5.10. The use of open fire is prohibited unless otherwise agreed upon in the contract (i.e. candles or torches). A fire watch is to be placed within the immediate surroundings of the open fire, if such fire was agreed upon with the OStaBG prior to the event. All costs are borne by the organiser. Additional fire-fighting equipment is supplied to the organiser through OStaBG in exchange for a fee.

5.11. The organiser will see to it that all guests follow the respective regulations for the law for the protection of the youth, the narcotics law and the law for the protection of the non-smoking population while entering, residing on and exiting the property of the Olympiastadion Berlin.

5.12. A list containing the names of all persons involved in setup and teardown of the event, all persons invited to the event, and license plate numbers of all cars that need an entry authorization card, is to be presented to the OStaBG in due time before the setup of the event. This list is necessary for legitimation for entry to stadium property.

6 Resignation by the organiser (Cancellation)

6.1 Contract cancellation by the organiser of the contract signed with the OStaBG requires approval by the OStaBG. The fees for function room lease and all services ordered by third parties are to be paid in full if the OStaBG does not agree to cancel the contract and a sublessee or other person of interest in leasing the function rooms is not found. This does not apply, if the organiser on account of a violation of duties for which the OstaBG can be held responsible either cannot reasonably be expected to be bound by the contract or is otherwise entitled to cancellation under law or under the contract.

6.2 The OStaBG has to be notified in writing of any cancellation by the organiser. Depending on the point in time of the cancellation, the OStaBG reserves the right to charge the following amounts (under consideration of any saved expenses):

Up to 29 days before date of event	free cancellation
28 to 22 days before date of event	25% of net contract price
21 to 8 days before date of event	50% of net contract price
7 to 0 days before date of event	80% of net contract price

The net contract price covers all deliveries and performance commissioned by the organiser, exclusive of the currently applicable value added tax.

6.3 The event organiser shall be free to prove that the aforementioned claim did not arise at all, or not in the amount as asserted.

7 Changes to the number of guests and event date/time

7.1 The organiser is obligated to name the expected number of guests to the OStaBG when the event contract is signed. Changes to the number of guests have to be communicated immediately, at least however, seven working days before the start of the event to ensure an orderly set up. This number of guests represents a basis of calculation. A later change to the number of guests has to be agreed upon by the OStaBG.

7.2 Should the starting and end times of the event be changed, the OStaBG reserves the right to bill the organiser for any additional services and costs i.e. personnel booking hours and equipment as well as a compensation. These charges will not apply if the OStaBG is responsible for the changes in event time.

8 Catering

8.1 Catering at the Olympiastadion is, if not agreed upon differently ahead of the event, carried out by the by the OStaBG contracted catering firm.

8.2 Should the organiser and the OStaBG agree upon an external catering firm, a previously named per diem for the loss of use will be paid to the OStaBG.

8.3 The organiser guarantees that all rooms and facilities be returned in a clean and proper state should an external catering firm carry out the service. Furthermore, the organiser will guarantee that all waste accumulated by the catering firm will be disposed of according to the Kreislaufwirtschafts- und Abfallgesetz Berlin (KrW-/AbfG Berlin – Berlin Waste Avoidance, Recycling and Disposal Act); especially the organiser will dispose of all leftovers at own costs immediately after the end of the event. In the case of an infringement to the above stated agreement, the OStaBG will bring about the disposal of leftovers and waste. The organiser will be liable to bear these expenses plus a handling fee of 20% of accrued costs. The organiser has the right to demonstrate to the OStaBG that the waste disposal has imposed no or insignificant disprofit upon the OStaBG.

9 Technical equipment

9.1. Technical equipment, additionally needed installations and outlets or any other circuit points are to be commissioned by the organiser to the Olympiastadion Berlin technical service provider. The organiser will directly pay the service provider. No technical service provider commissioned by the event organiser shall be deemed to be a vicarious agent of the OStaBG.

9.2. The OStaBG power network may only be used for technical equipment brought to the Olympiastadion by the organiser after a written consent by the OStaBG. Potential damages or malfunctions to or within the power network or the technical equipment through the usage of the organiser's technical equipment will be billed to the organiser unless the OStaBG is responsible for these damages. Resulting power costs will, unless otherwise agreed upon, be billed according to the output data of the systems engineering.

9.3. Malfunctions within the by the OStaBG provided technical or other facilities and equipment will be corrected immediately if possible. Malfunctions unrepresented by the OStaBG do not authorise the organiser to hold back or abate payments.

9.4. All technical facilities of the Olympiastadion are only to be operated by the OStaBG and the technical service provider of the Olympiastadion respectively. Access to these facilities is granted to the organiser only with the expressed written consent of the OStaBG.

10 Event organiser liability

10.1 The organiser is fully liable for all damages to event rooms, inventory, technical equipment or accommodations culpably created by himself, his legal representatives, his servants, event participants, guests, employees or any other third party from his risk area.

The hence resulting costs will be billed to the organiser in addition to an adequate compensation. As an adequate compensation it is agreed upon that it totals 20 of hundred of the net contract price plus value added tax of currently 19%. Any personnel that is deployed by the stadium operating company to remedy event damages, is paid for by the event organiser at a rate of 35€ per hour and per staff member.

10.2 The organiser is obligated to take out a sufficient casualty insurance covering damages to persons and properties in order to cover all commitments noted by this contract. A premium receipt is to be presented to the OStaBG one week in advance of the event if requested.

11 Inserted Objects or items

11.1 The insertion of personal furnishings (i.e. furniture, decoration, technical equipment, etc.) by the organiser or third parties contracted by the organiser is to be previously agreed upon with the OStaBG.

11.2 All items on display inserted by the organiser, or any other items including personal belongings, are brought and left at the event location at organiser's risk. The OStaBG assumes no liability for lost or damaged items including financial damages, unless gross negligence or intent by the OStaBG is given. Furthermore, liability is assumed in the case of injury to life, body, health or freedom. Additionally, the exemption from liability shall be excluded in cases where safe-keeping is a typical contractual duty due to the circumstances of the individual case.

11.3 Branding activities, especially constructions in the event rooms or locations as well as the mounting of decorations, signs, posters or other advertising materials are only permitted with the expressed consent of the OStaBG and will be billed separately by the OStaBG.

11.4 All inserted items have to comply with the standards as regulated by law for insertion, usage and safety thereof (e.g. AnlPrüfVO (Regulation relating to the Inspection of Installations), TprüfVO (Technical Inspection Regulation), LärmVO (Noise Protection Ordinance), regulations for the prevention of accidents and so forth. The organiser will follow especially the building regulation and fire saftey reuglations. The OStaBG is authorised to request governmental documentary proof thereof. Due to possible damages resulting in the positioning and mounting of inserted items, these actvities are to be consulted and coordinated with the OStaBG.

11.5 The insertion, usage and tear down of all items brought in are to be handled in a professional skilled manner by the organiser in order to prevent damages to the health of those involved and to prevent damages to the event location including the furnishings. Constructional changes are not permitted. It is imperative that all emergency exits and escape routes be clear and kept clear throughout the organiser's rental period.

11.6 All items inserted by the organiser are to be removed immediately after the end of the event. The OStaBG has the right to remove all items left behind and to store them or to dispose of them after expiration of an adequate time limit at organisers cost. Should the removal of items involve a disproportional cost, the OStaBG may leave the items at the event location and bill the organiser an adequate loss-of-use indemnification. The event organiser shall be free to prove that the aforementioned claim did not arise at all, or to a lower amount.

11.7 Should miscellaneous deliveries become necessary for the set up of an event and the organiser not be on site at the stadium, these will only be accepted if they can be directly assigned directly to the event. The OStaBG is not liable for damages or theft during transport or delivery, except in the case of gross negligence or intent by the OStaBG or damages to life, body, health or freedom. Also excluded from an

exemption of liability are all cases where the transportation or delivery is a typical contractual duty due to the circumstances of the individual case.

12 Liability of the OStaBG

12.1 In accordance with statutory provision the liability of the OstaBG shall be unlimited for any damage that is caused by injuries to life, body or health, for any damage that is caused intentionally or grossly negligent by the OStaBG or any of their vicarious agents, as well as for any damage that is covered by any guaranty or warranty given by the OStaBG.

12.2 For any other damage the OStaBG shall be liable in accordance with statutory provisions as follows:

12.2.1 With a limitation to the reimbursement of such damage that was typical and foreseeable under the contract, the OStaBG shall be liable for any damage incurred by slightly negligent violation of an essential contractual obligation on the part of the OstaBG or any of their vicarious agents. Essential contractual obligations are are such obligations that are absolutely necessary for the proper execution of the contract and in whose compliance the customer may regularly confide in.

12.2.2 Liability shall be excluded for all other cases of slight negligence. In cases where the OstaBG is not at fault, all claims for damages based on defects of the leased property shall be excluded if the defects were known when entering into the agreement (Section 536a of the BGB - German Civil Code) in so far as the event organiser failed to give notice of such defects at the time of handing over in accordance with Item 5.5. The provisions under Items 12.1 and 12.2 shall remain unaffected.

13 Permits and fees

The organiser is obligated to produce all permits, licenses and registrations according to the applicable regulations. All duties assigned are to be exercised at own costs. This includes the registration and payment of all performing rights society fees as well as the obtaining of the permit from the performing rights society to record and playback music and other forms of entertainment. The OStaBG is entitled to request appropriate documentation.

14 Industrial property rights / Copyright / Naming rights

14.1 The organiser may use the name and the declared or registered trademarks of the OStaBG for event promotion only after previous coordination with the OStaBG and if agreed upon, only after payment of the by the OStaBG stipulated licensing fees.

14.2 The Olympiastadion Berlin is a building protected by copyright. Irrespective of § 59 UrhG, the duplication, distribution and editing of illustrations of the stadium is allowed only with explicit consent of the OStaBG. Licensing fees in connection with these are handled and billed separately.

14.3 Unauthorised use of the name, trademark or illustrations of the OStaBG or the Olympiastadion Berlin will be punished by a charge of five times the regular licensing fee for use of name, trademark or illustration. The OStaBGexpressly reserve themselves the right to assert further claims in case any further damage occurred. .

15 Cancellation by the OStaBG

15.1 The OStaBG is entitled to rescission from the contract if

- a previously agreed upon prepayment or security deposit has not been made by the organiser even after a by the OStaBG set period of grace;

- the location rental fees and/or the fees for all other billed services are not paid by the organiser within the term of payment or a by the OStaBG set period of grace thereafter;

15.2 The OStaBG furthermore reserves the right to retrogress from the contract for factual justifiable reasons. A factual justifiable reason is given especially by:

- subletting in violation of article 5, section 2;

- enduring violation of contract agreements by the organiser, after unsuccessful completion of a by the OStaBG set deadline for remedy;

- force majeure or other circumstances unable to be accounted for by the OStaBG that render the completion of contractual agreements impossible;

- booking the event stating fundamentally deceptive or false facts, i.e. the intention of the event or the organiser thereof;

- reasonable assumption by the OStaBG that the event could disrupt, endanger or compromise the smoothness of business activities, the security of the location and/or the reputation of OStaBG in the public eye without these factors being able to be attributed to the domain or organisation areas of the OStaBG;

15.3 In the case of justifiable rescission by the OStaBG, the organiser has no entitlement to damages.

16 Confidentiality

16.1 The organiser commits himself to preserve and keep confidential all information, data and documentation which he has gained knowledge of during the collaboration with the OStaBG with the diligence of a prudent businessman. These dilligence and confidentiality obligations also apply in the case that a contract agreement can not be reached. Furthermore, they remain valid even after the contract agreement has ended.

16.2 For each infringement of the above agreement, the contractor will pay a contractual penalty of 5.000,- Euro. The OStaBG reserves the right to assert any further damages. Contractual penalties that have already been paid will be imputed to these incidents.

17 Final regulations

17.1 The current house rules as well as the leaflet „Events at the Olympiastadion Berlin-binding notices" apply. These are viewable during the office hours of the OStaBG (Monday through Friday from 9 a.m. to 6 p.m.) and can be handed out to the organiser upon request.

17.2 Changes or additions to the contract, offer, acceptance or to these terms and conditions have to be made in writing in order to become valid.

17.3 Place of execution and payment is the registered office of the OStaBG.

17.4 German laws and regulations apply. The United Nations Convention on Contracts for the International Sale of Goods is not applicable. Should the organiser be an entrepreneur, or should he not have a general domestic place of jurisdiction, the exclusive jurisdiction remains the registered office of the OStaBG.