

General Terms and Conditions

Use and rental regulations
House regulations
Stage use regulations
Price list

FILDERHALLE
Leinfelden-Echterdingen GmbH
Bahnhofstr. 61
70771 Leinfelden-Echterdingen

Telephone +49 (0) 711 758575-0
Fax +49 (0) 711 758575-39
info@filderhalle.de
www.filderhalle.de

Filderhalle Leinfelden-Echterdingen GmbH – Bahnhofstraße 61 – 70771 Leinfelden-Echterdingen
Tel. 0711/758575-0 – Fax. 0711/758575-339 – email: info@filderhalle.de – www.filderhalle.de

I USE AND RENTAL REGULATIONS

§1 GENERAL INFORMATION

A rental agreement with the following conditions has been reached between Filderhalle Leinfelden-Echterdingen GmbH (the lessor) and the lessee:

§2 TRANSFER PROCESS

The rental agreement must be concluded in written form. No legal claim to a subsequent rental agreement or resulting use of the Filderhalle is derived from registered verbal or written forward quotations or submitted requests. The rental agreement is only binding for both parties upon written confirmation of the rental agreement by the lessee and the lessor. There is no obligation to conclude a rental agreement.

§3 ADVANCE PAYMENT AND SECURITY

With the conclusion of the rental agreement the lessee declares itself prepared to pay an advance payment for the rental and additional costs or provide a cash security. The amount of the payment or security shall be determined by the lessor. The right of use can be made dependent upon receipt of the aforementioned advance payment.

MANAGING DIRECTOR
Nils Jakoby

CHAIRMAN OF THE
SUPERVISORY BOARD
Roland Klenk

BANK DETAILS
Kreissparkasse Echterdingen

Account no. 100 612 484
Sort code 611 500 20

GERMAN VAT ID
DE 147793878

PLACE OF JURISDICTION
Commercial Register
Registry Court - Stuttgart.
HRB 723510



§4 WITHDRAWAL FROM CONTRACT

1. The lessor is entitled to withdraw from the contract if
 - a) any required advance payment for rental and additional costs is not paid or not paid on time,
 - b) a disturbance to public peace and order or damage to the reputation of the Filderhalle or the town of Leinfelden-Echterdingen is feared as a result of the intended event or the preparation measures for the event,
 - c) the required third party insurance is not submitted by the stipulated date or the required security is not paid on time,
 - d) proof of any legally required registration or authorisation is not provided.
2. The lessor is also entitled to withdraw from the agreement if due to unforeseen important reasons the premises are urgently required for a use that is in the overwhelming interest of the public. In this event the lessor will take all measures to offer appropriate alternative premises.
3. In the event of the aforementioned withdrawal no claims for damages against the lessor can be made.
4. If the lessee withdraws from a concluded contract, the following regulations apply:
 - a) In the event of withdrawal within 6 months of the date of use 25% of the agreed rent and services are to be paid.
 - b) In the event of withdrawal less than 3 months before the date of use 50% of the rent and services are to be paid.
 - c) In the event of withdrawal less than 14 days before the date of use 75% of the rent and services are to be paid.
 - d) If notice of cancellation of use is not given, the stipulated rent is to be paid in full.

§5 FORCE MAJEURE

Force majeure that fully or partially restrict the performance of the contracting parties' duties release both contracting parties until force majeure ceases to exist. The contracting party affected by force majeure must immediately inform the other party of this. The inability to provide sufficient supplies of auxiliary materials such as electricity, refrigeration, etc. and the inability to procure the rental premises, strikes and lockouts are deemed to be force majeure.

§6 WRITTEN FORM

FILDERHALLE
Leinfelden-Echterdingen GmbH
Bahnhofstr. 61
70771 Leinfelden-Echterdingen

Telephone +49 (0) 711 758575-0
Fax +49 (0) 711 758575-339
info@filderhalle.de
www.filderhalle.de

1. Modifications, additions and similar to a concluded contract must be in writing.
2. Withdrawal from the contract must be declared in writing. If compliance with a deadline is dependent upon the withdrawal declaration, the time of receipt of the withdrawal declaration is decisive.
3. In urgent cases withdrawal may also be declared verbally or by telephone. This verbal or telephone withdrawal declaration is only effective under the condition that the withdrawing party submits a written withdrawal within 3 calendar days.

§7 LESSEE'S DUTIES

1. The rented premises may only be used for the agreed purpose and at the agreed time frame. The tenancy relates exclusively to the premises stipulated in the rental agreement. Letting the premises to third parties is only permitted with the agreement of the lessor.

The lessee has no say regarding to whom and for what purpose other premises in the Filderhalle are simultaneously let, particularly not regarding how and when these premises are prepared for other events, as foyers and access areas are simultaneously used by third parties.
2. Events have priority over rehearsals and preparation work and may not be interrupted by other lessees or their agents.

Dates and times for preparation work, such as unloading and fixing decorations, assembling items, conducting rehearsals and taking down and removing the items used must be specifically agreed.
3. The user/promoter is required to treat the premises and the inventory carefully and avoid damage.
4. Any official permits/approvals for the use/event shall be paid for on time at the user/promoter's own cost. This also includes the acquisition of reproduction rights with GEMA and the *Künstlersozialversicherung* - KSV (social insurance for artists).
5. The lessee is obliged to adhere to the house regulations.
6. The lessor can demand the submission of drafts for advertisements, placards and flyers for events taking place in the Filderhalle and make the publication and distribution of print runs conditional if damage to the reputation of the Filderhalle or the town of Leinfelden-Echterdingen is feared as a result of their design.
7. The lessee is obliged to name one or more responsible persons for the entire duration of the use/event. A responsible person must always be present and available at the event facility.

§8 LIABILITY AND EXEMPTION FROM LIABILITY

FILDERHALLE
Leinfelden-Echterdingen GmbH
Bahnhofstr. 61
70771 Leinfelden-Echterdingen

Telephone +49 (0) 711 758575-0
Fax +49 (0) 711 758575-339
info@filderhalle.de
www.filderhalle.de

1. The lessee is liable for all damages caused by itself, its vicarious agents or third parties from their sector. It must immediately inform the lessor of the Filderhalle of any damage that occurs.
2. Liability also encompasses any damage caused that prevents other lessees' uses/events from being conducted or prevents them from being conducted as planned.
3. The lessee shall be responsible for claims for damage that are made regarding the purpose of the use/event. If a direct claim is made against the lessor due to damage, the lessee is obliged to indemnify the lessor against the claim including the full amount of the resulting process costs and additional costs. In the event of a legal dispute, the lessee is to help to the lessor by providing conscientious information. The user/promoter waives its liability claims against the lessor and asserting its own recourse claims against the lessor and its employees or agents.
4. The lessor town accepts no liability for the lessee's items that are used in the Filderhalle. These items are stored on the let premises at the lessee's own risk. These items are to be removed by the end of the letting period at the latest.
5. The Filderhalle Leinfelden-Echterdingen GmbH accepts no liability in the event of equipment failure, breakdowns or other incidents that compromise the use/event.
6. Upon signing of the rental agreement the applicant confirms that it has either concluded sufficient third party insurance against all risks or will conclude these on time. The hall management may demand to see confirmation of the corresponding third party insurance prior to the use/event.
7. Insofar as the lessee is not able to prove that it has public liability insurance, such insurance will be concluded by the Filderhalle for the lessee at the price named in the attachment.

§9 CONTRAVENTION OF RENTAL CONDITIONS

1. The lessor is entitled to demand the immediate clearance and return of the Filderhalle premises if the rental conditions are contravened or a contravention is feared. The town's claim to fixed compensation remains unaffected. Claims for damage against the lessor are excluded in such cases.
2. In the event of serious or repeated contraventions of the rental conditions, the municipal authorities may temporarily or permanently prohibit the use of the Filderhalle and potentially other municipal event facilities.
3. If the premises are not vacated on time the lessor may clear the premises and put them in order at the expense of the lessee. The lessee is liable for damages incurred due to the delay (see also §8 para. 2).

§10 SEVERABILITY CLAUSE

If one or several of the general rental conditions are or become invalid, this does not affect the validity of the remaining conditions of the agreement.

II HOUSE REGULATIONS

§1 GENERAL INFORMATION

The lessor has domestic authority at all times. The instructions of the lessor and its employees are to be followed at all times. The lessor's employees are to be granted access to the rented premises at any time.

§2 TECHNICAL EQUIPMENT

Technical equipment may only be operated by the lessor's staff. Independent connection to the light or power network is expressly forbidden.

§3 TABLE AND CHAIR PLANS

The official room plans (table and chair plans) are decisive for furnishing the rooms.

§4 **EVENT DURATION**

Unless otherwise agreed, the opening of the Filderhalle and the rented premises follows one hour before the start of the event. The time period between opening and closing of the premises used is deemed to be the event duration. The lessee must ensure that the event ends at the time named in the rental agreement and that the rented premises are completely cleared in accordance with the agreed times.

§5 **HEALTH & SAFETY AND POLICE REGULATIONS**

1. The lessee must guarantee that the aisles between the rows of tables and chairs and particularly aisles leading to the exits/emergency exits are not obstructed. The exits/emergency exits are to be kept clear of any obstacles and must remain unlocked for the duration of the event.
2. Emergency lighting, fire extinguishing facilities, light switches and electrical sockets may not be obstructed by exhibition stands, furniture or other inventory and may not be covered with decorations.
3. The use of open flame and light or particularly flammable substances, mineral oils, spirits and compressed or liquefied gases is not permitted. The use of fireworks or any pyrotechnic products is prohibited.
4. Smoking is not permitted for row seating. The lessee is to inform the lessor of whether smoking is to be permitted for an indoor event.
5. Police and fire department regulations are to be observed in detail. Depending on requirements, a security guard from the fire department is to be supplied for events in the Filderhalle.
6. The lessee is responsible for adhering to the Baden-Württemberg Ministry of the Interior's *Versammlungsstättenverordnung* (Regulations on Places of Assembly) in the current valid version.

§6 **DECORATION**

1. Decorations, superstructures, exhibition items and neon signs, vending machines, show cases, corporate signs etc. may only be introduced or installed with the agreement of the lessor. Sticking items to or painting interior or exterior walls, floors or other items is not permitted.
2. Decorations which are used more than once must be inspected prior to being used again for flammability and, if necessary, reimpregnated.

FILDERHALLE
Leinfelden-Echterdingen GmbH
Bahnhofstr. 61
70771 Leinfelden-Echterdingen

Telephone +49 (0) 711 758575-0
Fax +49 (0) 711 758575-339
info@filderhalle.de
www.filderhalle.de

- Decorations of all kinds must be at least 50cm from the floor. Stage decorations are an exception. Paper decorations may only be used out of the reach of visitors. They must be far enough away from lighting and heating units that they cannot ignite.
- Insofar as they are at all used, paper ribbons, objects to be thrown, etc. must also be suitably impregnated so that they are flame-retardant. Trees and plants that have been cut down may only be used if they are green. Covering entire walls or ceilings with easily flammable materials and creating closed areas using such materials is not permitted.

§7 VISITORS' CLOAKROOM

- The cloakroom service (visitors' cloakroom) is conducted exclusively by the hall staff. The fee for the cloakroom to be paid by visitors shall be in accordance with the displayed rate.
- If the user/promoter does not require a cloakroom service the cloakroom can be freely used in the intended facilities. In this event the lessor accepts no liability for the cloakroom contents.
- The user/promoter must ensure that no heavy overcoats, sticks and umbrellas are taken inside, with the exception of walking aids for disabled persons.

§8 MUSICAL INSTRUMENTS AND FURNISHINGS

All musical instruments and furniture in the hall are to be handled with care. Instruments must only be tuned by experts employed for this purpose by the lessor.

§9 CATERING OPERATIONS

Conducting catering operations for all events in the Filderhalle is strictly the entitlement of the leaseholder of the hall restaurant.

§10 NOISE PROTECTION

For reasons of noise protection, the current noise limit of 85 decibels may not be exceeded. If this limit is exceeded the lessor reserves the right to interrupt the event. The lessee is responsible for any claims for damage that arise regarding this.

§11 LOST PROPERTY

Lost property is to be handed in to the hall management.

§12 ANIMALS

Animals may not be taken into the event facilities without the prior written approval of the lessor.

§13 MOTOR VEHICLES

Motor vehicles may only be parked in the spaces intended and designated for this purpose. Bicycles and motorcycles may not be parked in the underground car park, the hall, on its exterior walls or in the access area.

§14 ADVERTISING

Advertising of any kind may not be conducted on the building or property belonging to the Filderhalle without the written consent of the hall management.

III STAGE USE REGULATIONS

§1 PERSONS WITH ACCESS TO RESTRICTED AREAS

1. Only those persons required for the event at that particular moment in time may remain in the stage area, the backstage area and the operations centre. Access to and remaining in the stage area is not permitted for any other persons.
2. Access to the lighting bridges and the operations centre is only permitted for Filderhalle employees and the guest theatre's experts. The lighting bridge over the room may only be accessed by one person.
3. Putting up and taking down decorations, rehearsals and performances on the stage may only be conducted in the presence of a Filderhalle employee.

§2 STAGE DIRECTIONS

The promoter is obliged to present stage directions and all construction notes to the hall management 4 weeks before the start of the event.

§3 POLICE AND FIRE DEPARTMENT REGULATIONS

1. Smoking and the use of open flame and pyrotechnic products on the stage is strictly forbidden. In special circumstances approval from the building authorities (Baurechtsamt) must be obtained 4 weeks in advance.
2. Backdrops and decorations made from flammable material (wood, paper, fabric, etc.) must be impregnated to make them fire-retardant. If inspections show that the decorations do not fulfil these conditions they may not be put up or used.
3. Access to the stage, emergency exits, routes for entrances and exits, all doors, the staircase, the facilities to call the fire department, fire extinguishing equipment and alarms are to be kept clear. All items used are to be removed immediately after the event.
4. The instructions of the Filderhalle technical staff and the fire safety guard are to be followed at all times. In the event of negligent acts the use of the stage may be forbidden by the hall technical staff or the fire safety guard.

§4 FILDERHALLE INVENTORY

The Filderhalle inventory, which includes all equipment, e.g. curtains, torches, microphones, cables, etc., may not be altered by the promoter or any artist involved.

Operation of the technical equipment (lighting, sound equipment, stage monitoring system, stage platforms and scenery hoists) is to be conducted exclusively by the Filderhalle staff or trained stage experts.

§5 TRAVERSABLE AND MOVABLE EQUIPMENT

Traversable and movable equipment, e.g. catwalks and bridges, higher than 1m above the stage floor must have suitable equipment to protect persons and objects from falling.

§6 HANGING COMPONENTS

All hanging components over 3m wide must be hung using at least 4 ropes. Hanging decorations are to be prevented from detaching.

§7 UNSTABLE COMPONENTS

Items and decorations than could become unstable must be additionally hung from above or protected against sideways detachment.

§8 WEAPONS AND GLASS

Weapons with sharp edges, blades and points as well as firearms may not be used and glass may only be used in decorations, e.g. windows, at a maximum height of 2m above the ground.

§9 CONSTRUCTION OF ARTISTIC EQUIPMENT

The construction of artistic equipment may only be undertaken by the artist or their representatives.

§10 ELECTRICAL REGULATIONS

1. Regulation VDE 0108 of the Association for Electrical, Electronic & Information Technologies (VDE) is decisive for additional facilities and the operation of electrical equipment on stage.
2. If electrical devices are connected to the stage electrical sockets, the correct cables with protective ground wiring must be used. Only one cable may be connected to a socket. Laying provisional cables with unsuitable conducting material is forbidden.
3. The available sockets on the stage may not be disassembled, reconnected or tapped onto terminal screws.

§11 ALTERATIONS TO THE STAGE

If, in spite of this, artistic and technical reasons determine that alterations to the stage that contravene these regulations in one case or the other need to be conducted, they may take place with the consent of the hall manager.

§12 LEGAL REGULATIONS

The Baden-Württemberg Ministry of the Interior's *Versammlungsstättenverordnung* (Regulations on Places of Assembly) of 28.04.2004, amended on 10.08.2004 and the statutory accident prevention regulations are to be observed strictly. Stage users are liable for their own safety, particularly in the case of fall hazards from stage ramps, the forestage, etc.