

General Terms and Conditions of the Lübecker Musik- und Kongresshallen GmbH

As at: 15.01.2015

- I. Conditions of Hire and Use**
- II. Organisational and Technical Safety Regulations**
- III. House Rules**

Preamble

The contractual relationship between the Lübecker Musik- und Kongresshallen GmbH, henceforth known as the LMuK GmbH or the lessor, and the tenant shall be governed by these „General Terms of Conditions“ comprising part I. Conditions of Hire and Use, part II. Organisational and Safety Regulations and part III. House Rules with particular consideration given to the regulations of the Schleswig-Holstein Assembly Ordinance (henceforth known as VStättVo).

These general terms and conditions are an integral part of each hire agreement. They apply exclusively unless otherwise stipulated in the relevant hire agreement. Any deviating or supplementary general terms and conditions of the tenant shall not apply.

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Article 1 Conclusion of the Hire Agreement

1. Each hire of rooms or event areas in the LMuk GmbH requires a written agreement.
2. With regard to repeat tenants, these general terms and conditions continue to govern any hire agreement even if not again included in the agreement sent to the tenant.
3. The tenant shall, in due time and at his own expense, obtain all certificates, permits, licences and other authorizations of governmental bodies or authorities that are necessary to permit the carrying out of the event covered by this contract.
4. No claim can be made to asserting the conclusion of a hire agreement from having pre-booked a specific date to hire the premises for an event, unless the lessor has given an express undertaking in this respect. However, the tenant and the lessor undertake to give each other immediate notice of any intentional other utilisation of the premises or renouncement of the previously noted date.

Article 2 Subject of the Agreement

1. The hired area is hired as a place of assembly on the basis of the organisational/seating plans/capacity approved by the appropriate authorities and used for the purposes and scope specified by the tenant. The exact description of the hired area and the purpose of utilisation shall be written down in the agreement.
2. The hired area shall not be used for a purpose other than the contractually agreed, unless the lessor has given prior written consent. The tenant undertakes to immediately inform the lessor in writing about any intentional change of use.
3. Prior to entrusting the tenant with the hired area, the lessor and the overall responsible event manager, who shall be nominated by the tenant, inspect the object of the agreement including technical equipment, emergency exits and escape routes. In the event where the tenant or the event manager nominated by the tenant find defects or damage of the object of the agreement, these must be recorded in writing and immediately brought to the knowledge of the lessor.
4. No changes may be made to the hired area, unless the lessor has given prior written consent. Existing advertising may neither be covered up nor removed.

Article 2 Non-Smoking Law

1. It is generally prohibited to smoke in all rooms and event areas of the LMuk GmbH. This regulation includes electronic smoking devices (such as electronic cigarettes etc.).
2. The tenant shall monitor the strict compliance of the visitors to this smoking ban. In the event of an infringement, the tenant shall call on the visitors to refrain from smoking and shall, upon request, be supported by the admission/security staff.
3. The authorities may inflict a penalty on the tenant for violations of the non-smoking law. Upon first request, the tenant shall indemnify the lessor from any claims deriving from the tenant or his performing and vicarious agents having infringed the regulations under 5. and 6. of these conditions.

Article 3 Lessor

1. The Hansestadt Lübeck, BgA MuK, is the lessor of the rooms/event areas.
2. Hire agreements are exclusively concluded in the name and on behalf of the Lessor by the management, proxy holders, or employees holding a specific power of attorney.

Article 4 Tenant, Event Organiser

1. The tenant specified in the hire agreement is the sole authorised event organiser of the event to be carried out in the hired in- and external areas.
2. The tenant shall be identified as the event organiser on all printed material, posters, entrance tickets, invitations etc. in order to make it known that a legal relationship has been established between the visitors and the tenant, and not between the visitors or third parties and the lessor.
3. In connection with advertising and promotion, in particular with regard to publications and meetings, the contractual partners undertake to make it unmistakably clear that the tenant is the event organiser – and not the lessor.
4. When naming the lessor of the place of assembly, the correct name and original logo shall be used on all information (also in the Internet) including print material, posters and entrance tickets. The lessor will provide

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the appropriate templates to be used solely for this purpose.

Article 5 Period of Hire, Times of Use

1. The event areas are hired for the period stipulated in the hire agreement. The tenant shall make allowance for requisite periods for assembly, decoration and dismantling works.
2. At the end of the last hour of the hired period, the tenant shall return the hired areas in a vacant and cleaned state. The lessor is not under the obligation to issue a specific instruction to vacate the hired areas. A tacit extension of the lease, and the legal ramifications pursuant to Section 545 BGB in particular (German Civil Code), are excluded without the need to lodge any objection to that effect.
3. All equipment, fittings, installations and other such items brought into the hired areas during the hire period by the tenant or by a third party acting on his behalf shall be completely removed and the areas restored to its original condition. The use of confetti canons and gas-filled balloons is not allowed, except in special cases with explicit permission. As soon as the expiry period has expired, the lessor is entitled to clear the hired areas at the expense of the tenant.
4. The tenant is hereby notified that the hired areas are usually required for other events directly following the expiry of the hire period stipulated in this agreement. In the event where the hired areas are not vacated and returned in time, the tenant is obliged, in all cases, to pay damages to the lessor, the minimum compensation being the hire income not received due to loss of use. Any further legal claims due to such a delay remain unaffected.
5. The tenant may not derive any rights, nor raise any objections due to the circumstance that other events take place in the premises of the lessor parallel to his own – irrespective of whether similar or not..

Article 6 Rental Fee and Extra Charges

1. The rental fee agreed between the tenant and the lessor is specified in this agreement. Unless being otherwise stipulated in the agreement, the rental fee does not include any extra charges and additional services. Extra charges and additional services not being specified in the agreement are to be paid according to the „pricelists“ of the lessor valid at the day of the event.
2. All amounts invoiced are payable without any deduction.
3. In case of default of payment of the tenant, the lessor is entitled to claim interests: 8% above the basic interest rate of the European Central Bank for commercial, and 5% above the basic interest rate of the European Central Bank for natural persons. The foregoing does not exclude the right to claim additional damages due to default of payment.
4. The lessor shall receive an off advance payment amounting to the full rental fee to be derived from ticket sale proceeds (advance sale of tickets and box office sales).
5. Collected entrance fees shall be accounted by the lessor within 30 days after the event.

Article 7 Advertising and Liability for Inadmissible Advertising

1. The advertising of the event is a matter solely for the tenant and falls exclusively within the tenant's sphere of responsibility. All advertising in- and outside the lessor's premises require the written consent of the lessor. Upon agreement, the lessor may carry out advertising measures against payment. The tenant undertakes to irrevocably indemnify the lessor from all claims deriving from possible infringements of third party rights by the tenant (copyright, naming rights, law of trademarks, legislation on competition, personal rights etc.) or other statutory provisions (as for example the German "Teleservices Act"). This applies equally to all legal expenses arising from such infringements.
2. It is unlawful to affix unauthorized posters and makes the tenant liable to pay damages.

Article 8 Free Tickets

1. The lessor is entitled to 24 staff seats in the Musik- und Kongresshalle Lübeck as specified in the seating plan. If police, fire brigade, and medical services are needed for the event, the staff seats shall be used for this purpose.
2. In addition to this, the lessor is entitled to receive the amount of free tickets stipulated in this agreement.

Article 9 Ticket Sale/Notification of Ticket Sale Figures

1. The lessor shall enter the data of the event into the available ticketing system (at present CTS Eventim). According to requirements the lessor unlocks required ticket quotas, whereby the lessor determines the extent of the quotas. Costs thereby incurred are at the expense of the tenant.

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2. Subject to the restrictions as detailed below and to the protection of the public image of the lessor, the tenant is solely responsible for the design/layout of the admission tickets. The lessor is entitled to place an own logo on the front of the ticket. This logo shall be of secondary size and may not excessively interfere with the overall creative process rights of the tenant.
3. The amount of tickets produced or sold may not supersede the amount of legally admissible persons stipulated by the building control department and specified in the seating plan.

Article 10 GEMA-Fees

1. The tenant is solely responsible for ensuring that the GEMA (The Society for Musical Performance and Mechanical Reproduction Rights) be informed and GEMA-fees paid in due time. The lessor is entitled to ask the tenant to provide written proof of the GEMA registration, of the payment of the GEMA-fees and/or copy of the GEMA invoice in due time before the beginning of the event. In case the tenant fails to comply with the aforementioned obligations, the lessor is entitled to demand that the tenant provide security in form of a directly enforceable liable bank guarantee at the amount of the estimated GEMA-fee in order to secure the Lessor's right of indemnity.
2. The obligation to prove the method of payment of GEMA-fees, the tenant's possible furnishing of a bank guarantee, as well as the strict observance of the regulations under 1. may be regulated separately in this agreement or in a subsequent supplemental agreement.
3. The tenant irrevocably declares to be the overall organiser of the event being subject of this hire agreement and to be responsible within the meaning of Sections 81, 97 of the Copyright Act,. The tenant indemnifies the lessor from all claims, including those of third parties, relating to the payment of GEMA-fees. This equally applies to any legal expenses that may arise in this respect.
4. The payment of GEMA-fees for all use of works or creative achievements in the hired event areas of the lessor or the procurement of guarantees pursuant to §10, 1. is an integral obligation of the tenant towards the lessor.
5. In the event of failure to comply with the above duties to provide proof or guarantee (see 1. or 2.) in due time, the lessor has the right to terminate the contractual relationship after having fixed an additional deadline and announced threat of resignation (see also §17, 1g), and the right to claim damages.

Article 11 Radio, Television, Internet, and Loudspeaker Transmissions; Audio Production, Sound-Image, and Image Recordings

1. Sound, sound-image, image recordings as well as any other transmission of the event (radio, TV, Internet, loudspeakers etc.) require the written consent of those holding copyrights and performing rights as well as the written consent of the lessor
2. The lessor is entitled to make the decision hereof dependant on the payment of a fee.
3. The lessor is entitled to produce and use sound-image recordings as well as drawings of the course of the event or exhibited/used articles as documentation for own purposes and publication. This also applies to recorded persons.

Article 12 Catering, Merchandising, Breaks, Separation of Waste

1. The overall catering of all events in- or outside the lessor's event areas is solely carried out by the lessor or a contracted company of the lessor. This especially applies to catering such as beverages, food, tobacco, ice-cream, confectionery etc. All sale or giveaways of food or beverages by the tenant require the written consent of the lessor or the contracted company of the lessor. In the event of failure to comply with the above obligation, the lessor is entitled to claim damages.
2. Activities of commercial nature beyond the running of the event itself (especially the sale of sound carriers and other articles related to the event) require the written consent of the lessor. If no special agreement has been made on the payment of a fee relating to the above mentioned, the lessor is entitled to receive a minimum of 12% of the gross profit of sales.
3. Any other commercial activities than those needed for the direct carrying out of the event (notably the sale of sound carriers or other merchandise related to the event) are subject to prior approval of the lessor. In case no special agreement has been made on the amount to be paid for such commercial activities, the lessor will charge a minimum of 20% of the gross turnover.

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4. The tenant is obliged to comply with and respect the applicable local laws and regulations on the disposal and separation of waste such as paper/cardboard, glass, and non-recyclable waste. The tenant is required to oblige all his guests, visitors, partners, contractors, and customers to equally comply with and respect the applicable local laws and regulations on the disposal and separation of waste. The lessor shall make waste and recycling containers available on the premises.

In the event where the tenant has failed to separate waste by the expiry of the rental period, the lessor is entitled to organize waste separation at the expense of the tenant. The tenant shall pay these additional expenses upon receipt of a corresponding invoice. Should this waste separation – due to a large amount of recyclables - require additional recycle containers, these additional expenses shall be paid by the tenant upon receipt of a corresponding invoice from the lessor.

Article 13 Cloakrooms and Lavatory Attendants

1. The lessor is responsible for the running of the cloak rooms. The lessor decides if and to what extent the cloak rooms are put at the disposal for the event. A cloakroom fee displayed in the cloakroom shall be paid by the visitors.
2. The lessor is responsible for the lavatories. The use of the lavatories shall be paid by the visitors according to the displayed price.

Hostesses, technicians and lavatory assistants or other service staff can be put at the disposal of the tenant at own expense.

Article 14 Fire Brigade and Medical Services

1. Fire brigade and medical services are notified by the lessor prior to the event. The extent to which these services are required (number of persons) depends on the nature of the particular event, the number of visitors, the safety regulations of the specific event and on building control department regulations.
2. All costs incurred by the involvement, co-ordination, presence and activities of fire brigade and medical services shall be at the expense of the tenant.

Article 15 Personnel in charge of Admission and Security

1. Admission and security personnel are employed by the lessor at the expense of the tenant.
2. The number of admission and security staff required depends on the nature of the event, the number of visitors, potential event risks, and, where relevant, on additional building control department requirements.
3. The employment of own or appointed admission and security staff by the tenant requires the written consent of the lessor.
4. The lessor has the absolute right to:
 - Refuse the admission and security staff proposed by the tenant;
 - To determine the minimum of admission and security staff or to provide these at the expense of the tenant.

Article 16 Overall Event Organiser and Event Technology Professionals

1. The tenant shall inform the lessor in writing as to the identity of the overall responsible „event manager“ who shall monitor compliance with the duties set out by Section 38 VStättVO during the preparation and duration of the event (see also 3.2. on Organisational and Technical Safety Regulations).
2. Unless otherwise stipulated in the agreement, „Professional Event Technicians“ shall be provided by the lessor pursuant to Section 40 VStättVO (see also 3.3 on Organisational and Technical Safety Regulations) at the expense of the tenant.

Article 17 Responsibility and Liability of the Tenant

1. Pursuant to Sections 278, 831, 89, 31 of the German Civil Code, the tenant is liable, irrespective of the party, to make compensation for personal or property damage and financial losses occurred during the event and inflicted by the tenant, his vicarious agents, guests or third parties.
2. The liability also covers damage inflicted by the fact that third part events could not take place at all or as planned, as well as damage resulting from tumult, fire, panic (typical event damages).
3. The tenant indemnifies the lessor from all damages claimed by third parties in relation to the event insofar as

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the tenant or his vicarious agents were responsible for the damage.

4. The tenant is liable to return the complete number of equipment, keys and facilities, which the Lessor has put at the disposal of the tenant, in faultless condition.
5. In the event where a fine is determined against the lessor or its vicarious agents due to failure to comply with the conditions of this agreement, and in particular due to infringements of the obligations under Part II, Organisational and Technical Safety Regulations – or infringements of the obligations pursuant to Section 38, paragraph 5, subparagraph 2 VStättVO (Operator Liability) – the tenant undertakes to immediately assume responsibility for the offence and the payment of the fine, insofar as this determination relates to breaches of duty for which the tenant or its contractor or vicarious agents were responsible.
6. The assumption of indemnity obligation as set out in the previous regulation under 5. also extends to fines which are levied against the lessor, its contractors or vicarious agents pursuant to other public law regulations, e.g. police regulations or authority directives.
7. The lessor shall promptly inform the tenant with regard to any determination of offence and fine (see foregoing paragraphs 5. and 6.) which fall within the responsibility of the tenant. The tenant is entitled to demand that the lessor object to and appeal such determinations. In this case, the tenant is obliged to assume responsibility for the payment of all legal costs and to indemnify the lessor in respect of these.
8. The foregoing is without prejudice to possible further claims against the tenant in accordance with statutory provisions.
9. The contractual partner undertakes to take out an event organiser liability insurance with adequate coverage of no less than
 - € 2.5 million (in words twomillionfivehundredthousand euros) related to personal injury
 - € 2.5 million (in words twomillionfivehundredthousand euros) related to damage to property
 - € 250 thousand (in words twohundredandfiftythousand euros) related to financial loss

for the duration of the event. The tenant undertakes to provide the lessor with copy of the insurance policies at the conclusion of the agreement or not later than four weeks prior to the beginning of the event.

In the event where the tenant fails to provide the insurance policies in due time, the lessor is entitled to take out the required liability insurance on the tenant's own account and at the tenant's expenses. The insurance premium amounts to 200-300 euros per day of the event (in words between twohundred and threehundred euros).

The tenant indemnifies the lessor from all claims for compensation arising from the event, insofar as these are insured by the tenant under the foregoing provisions or should have been insured by the tenant.

Article 18 Liability of the Lessor

1. Strict liability on the part of the lessor for initial defects of the hired property is expressly excluded.
2. The liability on the part of the lessor for ordinary negligence is excluded, insofar as no infringement of cardinal obligations or breaches of fundamental contractual obligations have taken place.
3. In the event of breaches of fundamental contractual regulations or cardinal obligations, the liability of the lessor is limited to the predictable, direct average loss typical for this sort of agreement. This does not apply for gross negligence or wilful breaches of duty.
5. The lessor is not liable for damage resulting from steps taken to preserve safety and order. In the event where a misjudgement of the situation leads to restriction, cancellation or interruption of the event instructed by the lessor, the lessor is not liable in cases of ordinary negligence. The liability of the lessor is likewise excluded when an event is interrupted, restricted, changed or stopped due to the instructions of public authorities.
6. The lessor assumes no liability for any articles or equipment brought on to the premises by the contractual partner, its employees, suppliers or other third parties acting under the instructions of the contractual partner.
7. A reduction of the hire due to defects in the hired property may only be considered where the lessor is informed by the tenant in writing about the intention to reduce the hire.
8. The lessor is not liable for interruptions caused by industrial action or force majeure.

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9. Where liability is limited or excluded by the conditions of this agreement, this shall equally apply to the personal liability of employees, representatives and sub-contractors of the lessor.
10. The foregoing exclusions and restrictions of liability under §18 do not apply for culpable negligence causing personal injury to health or the death of persons.

Article 19 Withdrawal from the Agreement

1. Following an unsuccessful reminder to perform contractual obligations with a deadline for compliance, the lessor is entitled to cancel the hire agreement without notice where:
 - a) the tenant is in default of payment (hire fee, extra charges, collateral security);
 - b) the event poses a risk to public safety and order or causes damage to the image of the city or the lessor;
 - c) the official permits and approvals required for the event have not been provided;
 - d) the purpose of utilisation stipulated in the hire agreement has been significantly changed;
 - e) insolvency proceedings have been opened against the tenant's assets, or the opening of insolvency proceedings has been declined due to insufficiency of funds;
 - f) the tenant has infringed statutory provisions, in particular the failure to comply with the regulations under the VStättVO or official directives and orders.
 - g) the tenant fails to comply with legal and official obligations – only insofar as they relate to the event – or the contractual obligations relating to declarations, notifications and obligations to pay the lessor, public authorities, fire brigade, and medical/rescue services or the GEMA..
2. In the event where the lessor exercises its right to withdraw from the agreement, the tenant does not derive any claims for compensation from the lessor to this effect.
3. In the event where the tenant for whatever reason, for which the lessor is not responsible, fails to carry out the event, the tenant shall be obliged to pay the following percentages of the agreed hire fee – or of the agreed lump-sum – as follows:
 - up to 12 months before the beginning of the event:: 25%
 - up to 6 months before the beginning of the event: 40%
 - up to 4 months before the beginning of the event: 60%
 - up to 3 months before the beginning of the event: 80%
 - up to 2 months before the beginning of the event: 100%

The cancellation must be made in writing and be received by the lessor within the stipulated deadlines.

In addition to this, the tenant is obliged to pay all expenses of the lessor which have incurred up to time of the cancellation.

The tenant is entitled to prove that the lessor suffered a lower loss. Where required, upon the written request of the tenant, the lessor shall provide the former with the requisite information in this respect.

4. In the event where it proves impossible to carry out a contractually agreed event by reason of force majeure, each contractual partner shall bear its own expenses incurred up to this time. In such a case where the lessor has advanced funds on behalf of the tenant, the latter is in any case obliged to reimburse these expenses. The failure of individual artists to appear, or the delayed arrival of one or more participants, or poor weather conditions including ice, snow and storm shall not fall within the definition of "force majeure".

Article 20 Concluding Provision and Place of Jurisdiction

1. Verbal collateral agreements to this agreement have not been concluded and require written form.
2. Any divergent or supplementary general terms and conditions of the tenant to these General Terms and Conditions (Parts I, II and III) shall not be incorporated into this agreement. Solely binding are these General Terms and Conditions in the relevant valid form.
3. German Law is applicable. Place of performance and place of jurisdiction is Lübeck.
4. If a provision in these General Terms and Conditions is or becomes ineffective or unworkable, this shall have no effect on the validity of the General Terms and Conditions. In such a case, the parties undertake to agree on an effective and workable provision which matches as closely as possible to the purpose – and in

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particular to the commercial aspect – of the provision to be replaced within the meaning of the General Terms and Conditions.

5. In the event of any inconsistency between the German and the English version, the German version shall prevail.

II. Organisational and Technical Safety Regulations

1. Introduction/Liabilities

- 1.1. These Organisational and Technical Safety Regulations have been issued in order to provide our tenants/organisers with all necessary information relating to safety precautions with particular regard to the regulations of the Schleswig-Holsten Assembly Ordinance. These safety regulations are governing this agreement insofar as no other divergent regulations have been agreed.
- 1.2. These Safety Regulations are binding for all companies, organisations and persons carrying through events in our place of assembly. These Safety Regulations always form an integral part of our General Terms and Conditions which are the basis of the Hire Agreement. Additional security and fire safety requirements may be stipulated by building and fire protection authorities, in particular where the nature of the planned event is considered to be of danger to the safety of persons and property.
- 1.3. The compliance with these Safety Regulations and possible additional public authority directives will be spot-checked by our staff and/or the regulatory authorities (supervisory authority for building, fire prevention authorities). In addition, all regulations of the Assembly Ordinance in the relevant, valid form shall be complied with. The lessor or the responsible authorities may forbid the carrying out of the event for reasons of personal safety of the participants or for reasons of precautionary fire prevention and protection if discovered defects have not been removed.
- 1.4. The tenant shall bear all costs of implementing the above regulations and continually monitor strict compliance with the aforesaid terms.

2. The Tenant's Obligation of Notification

- 2.1. **Obligation of notification prior to the event:** With the conclusion of this agreement, the tenant undertakes to provide the lessor with notification including all assembly and dismantling instructions no later than 4 weeks prior to the event.
- 2.2. **Obligation of Notification as to Organisational and Technical Safety Regulations:** For safety reasons and in addition to the notification on assembly and dismantling instructions as well as for optimum preparation and performance of the event, the tenant undertakes to supply the lessor with information on:
 - the name of the overall event manager pursuant to Section 38, paragraph 5 VstättVO (see also 3.2.);
 - the size of stage areas/platforms to be assembled;
 - the date of a possible technical rehearsal pursuant to Section 40, paragraph 6 VstättVO;
 - whether inflammable procedures/pyrotechnic effects, the operation of laser devices or fog machines are intended; (subject to authorisation)
 - whether construction assemblies/equipment/decorations will be installed (subject to fire insurance certificates and certificates on fire class);
 - whether stage, studio, lighting or other technical equipment will be changed during the event;
 - whether the movement of machines or artistic performance take place in the audience area

in writing and no later than 4 weeks prior to the event.

The lessor expressly indicates that smoke/fire alarms are installed in various assembly rooms. The development of smoke, fire, heat, sawdust and intensive dust building must be brought to the knowledge of the lessor in due time for the fire alarm system to be adequately adjusted. In the event where a false alarm is sounded due to failure of the tenant to give adequate notification, the tenant is obliged to bear all costs arising from this.

3. Responsible Persons

- 3.1 **Responsibilities of the Tenant:** The tenant is overall responsible for the entire event programme and the safe, smooth running of the event including all assembly and dismantling works. The tenant is the event organiser pursuant to Section 38, paragraph 5 VStättVO. The tenant carries the overall responsibility of ensuring strict compliance with the relevant regulations applicable at the time of the event, in particular with those under the Assembly Ordinance, building and trade regulations as well as regulations of the Accident Prevention & Insurance Association. This equally applies for the compliance with official directives, requirements and conditions. As to the observance of the regulations under the Assembly Ordinance, particular attention shall be paid to Section 38, paragraphs 1-4 VStättVO. It is hereby clarified that the legal obligations include the duty to maintain transport safety within the assembly area for the entire duration of the event - in particular with regard to decorations, installations, second ceilings and cables installed by the tenant or its vicarious agents.

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3.2 **Event Manager:** The tenant undertakes to nominate and make known to the lessor an „overall responsible event manager“ who shall continuously monitor strict compliance with the regulations under Section 38, paragraphs 1-4, VstättVO during the entire event. The event manager shall participate in the inspection (see §2, 3. of the Hire Agreement) of the hired property and familiarise him/herself with the place of assembly.

The tenant's event manager shall ensure strict compliance with the provisions of VStättVO and the observance of official directives during the entire event. He/she is obliged to be present during active operating times, shall be contactable at all times, and shall, when required, make the necessary decisions in consultation with the lessor's project manager, the authorities and external services (fire brigade, police, building authority, local government office and medical services).

The event manager undertakes to suspend the event operation where such action is required due to the risk of endangerment of others, where technical safety systems, equipment or appliances are malfunctioning, or where the Operating Regulations under VstättVO (see also 4.) are not/cannot be observed. The event manager shall immediately inform the external services (fire brigade, police, and medical services) as well as the lessor where the safety of persons is at risk or cannot be guaranteed.

The full name and telephone number of the event manager shall be given to the lessor in writing upon the conclusion of the agreement or no later than 4 weeks prior to the beginning of the event.

The tenant's event manager will be assisted by employees of the lessor. The lessor's employees continue to hold unrestricted domestic authority along with the event manager towards all persons within the place of assembly.

3.3 Responsible and Professional Event Technicians

The assembly and dismantling, stage-, studio- and lighting-installations including technical rehearsals shall be managed and monitored by at least one „professional event technician“ where stage-, studio- and lighting-installations are installed for a stage area superseding 200 m². Stage areas of 50 m² – 200 m² require the attendance of one qualified staff member as stipulated in Section 40, paragraph 4 VStättVO.

Where the production stage area supersedes 200 m², the presence of at least one professional event technician, specialisation stage/studio or specialisation assembly hall, as well as a professional event technician, specialisation lighting engineering, is required at general rehearsals, broadcasts or recording events. Production stage areas between 50 m² and 200 m² require the presence of one member of qualified staff pursuant to §40, paragraph 4 VstättVO.

The attendance of professional event technicians is not required, where

- the safety and proper functioning of the technical stage, studio, lighting and other technical equipment of the place of assembly have been checked by professional event technicians;
- this equipment will not be moved or changed in any way during the event;
- there is no risk arising from the nature or the running of the event and
- where the tenant has appointed a “person responsible for supervision” who is familiar with the technical installations.

The tenant undertakes to employ the necessary amount of professional event technicians as stipulated under 3.3. Subject to availability and upon request, the lessor provides the required number of professional event technicians at the expense of the tenant.

3.4. German Minimum Wage Act

All service providers, subcontractors or other companies cooperating with the MUK shall undertake to adhere to all provisions defined by the German Minimum Wage Act. In addition, they shall undertake to employ only such subcontractors, cooperating with the MUK, that adhere to all provisions defined by the German Minimum Wage Act. Upon first request from the MUK, all cooperating providers, subcontractors or companies shall undertake to provide a written declaration that they adhere to the provisions defined by the German Minimum Wage Act.

4.1. **Technical Installations:** All permanent technical building fittings of the place of assembly shall as a rule only be operated by the lessor's employees, this equally applies for the connection to lighting lines or electrical distribution mains.

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- 4.2. **Escape Routes and Seating Plan:** The seating arrangement within the place of assembly is governed by the approved escape routes and seating plan. Any changes to the escape routes and the seating plan require the written consent of the lessor and usually an additional approval by the local building authorities. It is strictly prohibited to fill the place of assembly beyond the approved capacity. This applies regardless of whether the event is seated or standing.
- 4.3 **Fire Brigade Access Routes, Fire Hydrants:** The requisite access routes and areas for the fire brigade, identified as such by No Parking signs, shall be kept unoccupied at all times. Cars or equipment blocking these fire brigade access routes or areas shall be removed at the expense and the risk of the owners. It is prohibited to block or obliterate in- and external fire hydrants of the place of assembly.
- 4.4 **Emergency Exits, Escape Hatches, Access Ways:** These emergency routes shall be kept clear at all times. It must be possible to open doors from the inside in these escape routes to their full extent using very little effort. Escape routes, exit doors, escape hatches and the signing of these may not in any way be obstructed, blocked or obliterated. The full width of corridors may not at any time be reduced by objects being placed or intruding into the corridors. All corridors serve as escape routes in the event of an emergency.
- 4.5 **Installed Safety Equipment:** Sprinkler systems, fire alarms, fire extinguisher equipment, smoke extraction points, smoke alarms, corridor telephones, door locking mechanisms and other safety equipment, the relevant notice signs, and the green emergency exit signs must be accessible and visible at all times; they may not be obliterated nor may they otherwise be made unidentifiable.
- 4.6 **Stages, Stands, Exhibits** being brought in to the place of assembly must comply with the regulations of VStättVO. All requirements of DIN 4102 (degree of flammability and combustibility of building materials) with regard to the aforementioned installations shall be strictly observed.
- 4.7 **Official Building Permissions:** By order and for account of the tenant, the lessor undertakes to forward applications for building permissions to change the construction layout to the supervisory authority for buildings. The expenses covering the authorisation procedure will be put down to the tenant's account. The tenant shall provide the lessor with all documentation required for the authorisation procedure no later than 6 weeks before the beginning of the event.
- 4.8 **Material Requisitions:** All materials, decorations, equipment and curtains used for the event must at least be made from highly flame-resistant material (DIN 4102). Decorative articles in corridors, access areas, and staircases serving as emergency escape routes must be made from non-combustible materials. Materials being subject to repeated use must be repeatedly tested for fire-resistance and re-impregnated where necessary. The lessor may request the tenant to provide appropriate fire-resistance certificates. No combustible waste or materials may be stored on or below stages and platforms at any time.
- 4.9 **Decorative Articles** must be placed at an adequate distance from ignition sources, such as spotlights, so as to ensure that they cannot be ignited. Decorative articles must be attached directly to walls, ceilings or fittings. Decorative articles that hang freely in the room are only permitted where these have a distance of 2.5 meters from the floor. Decorative articles made from natural plants may only stay in the rooms as long as they are fresh. 4.10 4.10. The tenant undertakes to **immediately remove combustible packaging material and waste** from the hired areas.
- 4.11 **Removal of non-approved building elements, materials:** Structures, fittings, stands, equipment, and decoration (materials, for example confetti canons, gas-filled balloons) brought into the hired areas which have not been approved or do not comply with the technical regulations or the VStättVO, are not permitted for use in the hired areas and must be removed or changed at the expense of the tenant. This also applies to substitute performances of the lessor.
- 4.12 **The use of open flames, flammable liquids, gases, pyrotechnic effects** and explosive materials is prohibited. This prohibition does not apply where the use of open flames, flammable liquids, gases and pyrotechnic effects is reasonable given the nature of the event, and where the tenant in co-operation with the lessor and the office of the fire brigade has taken requisite measures of fire preventions. It is generally prohibited to smoke and use open flames in all events with rows of chairs. The use of pyrotechnic effects requires a permit of the public authorities and must be monitored by a qualified person as defined by the German Explosives Act. The relevant permit and qualification certificate must be submitted
- 4.13 **Abrasive Cutting, High-Temperature processes:** Welding, cutting, soldering, defrosting and abrasive cutting-off works within the place of assembly are prohibited. Exceptions require prior notification and consultation with the lessor.

II. Organisational and Technical Safety Regulations

- 4.14 **Making holes and inserting nails**, hooks, and similar items into floors, walls or ceilings of the event is not permitted. This equally applies to bolt-firing. The tenant undertakes to lay carpets or other decoration material directly on the floor in such a way that there is no danger to persons of slipping, tripping or falling. Adhesives and possible residual materials must be completely removed.
- 4.15 **Building Authority Regulations**, as well as fire brigade, Office of public Security and police regulations shall be strictly observed. The tenant equally undertakes to comply with all legal provisions in particular with those pursuant to the Protection of Young Persons Act, the Trade Law, and the Assembly Ordinance.
- 4.16 **Loudness during Music Events**: Tenants and organisers of music events shall be responsible for ensuring that appropriate safety measures are taken for the prevention of damage to the hearing of the audience. They have the sole responsibility of taking the necessary measures. The tenant/event organiser shall place adequate restrictions on the noise volume so as to ensure that visitors and third parties are not subject to injury (acute hearing loss). Also measurement devices displaying that the volume of music causes risk to the health of persons may be part of the necessary precautions for the protection of visitors from injury and therefore be an object of the tenant's obligation to ensure the safety of persons. As a generally accepted technical standard, the DIN 15905, part 5 "Tontechnik in Theatern und Mehrzweckhallen" (sound technology in theatres and multi-purpose halls) contain measures to avoid impairing the audience's hearing by high sound pressure levels from loudspeaker reproduction.
- 4.17 **Enforcement of House Rules**: The lessor grants the tenant permission to enforce the house rules on visitors to the extent that is necessary for safely carrying out the event. The lessor continues to exercise the house rules on the tenant, the event manager, as well as on visitors and third parties for the entire duration of the hire period. Contracted and security staff as well as external services (police, fire brigade) shall monitor and are responsible for visitors' and third parties' strict compliance with the house rules. Their instructions are to be promptly complied with.

III. House Rules

The House Rules of the Lübecker Musik- und Kongreßhallen GmbH define the rights and obligations of visitors/spectators during their stay in our assembly area. Instructions given by the employees and other authorised representatives of the Lübecker Musik- und Kongresshallen GmbH are to be promptly complied with.

Only visitors of events and guests of the lessor are permitted to stay within the assembly area. Visitors/spectators shall occupy the seat specified on the admission ticket for the respective event and only use the entrances intended for the relevant event. Leaving the assembly area renders the ticket void.

All facilities and equipment of the assembly area shall be treated with **care and consideration**. Within the premises, everybody shall behave in such a way that no other person is injured, jeopardised or obstructed, disturbed more than unavoidable under the circumstances.

It is generally **prohibited to smoke** in all rooms of the assembly area.

For safety reasons, the lessor may **close rooms**, buildings, and open spaces and order these to be vacated. All persons staying in the assembly area and on the premises shall comply with the corresponding orders of the security staff, police or fire brigade and leave the premises without delay when ordered to vacate the area.

In order to prevent accidents, visitors shall comply with the instructions of security staff or police to occupy other seats or seats in other blocks than shown on the ticket. This does not entitle the visitors to any reimbursement of the admission fee.

Bags, receptacles or clothing such as coats, jackets and capes may be checked for their contents. Visitors rejecting to the seizure of objects which may endanger or interfere with the safety of the event or its visitors shall be excluded from the event. Excluded visitors have no claim for reimbursement of the admission charge. Relating to the nature of the event, the carrying of bags or similar receptacles into the event area may be prohibited

Any persons being visibly under the **influence of alcohol or drugs** shall be debarred from entrance to the event.

Minors under the age of 14 are only allowed entrance when accompanied by a parent. The legal provisions of the Protection of Young Persons Act prevail. Exceptions require explicit publication/signposts at cash box and entrance areas.

It is **prohibited to carry**:

- weapons or objects likely to cause danger, which when thrown, may cause physical injury;
- gas spray bottles, corrosive or staining substances or pressure vessels for inflammable or health-damaging gases, except standard pocket lighters;
- receptacles made of breakable or splintering material;
- fireworks, flares, Bengal lights, smoke powder, signal rockets, and other pyrotechnics;
- flag or transparency poles which are not made from wood, are longer than 2m or have a diameter of more than 3 cm;
- large -size banners, big amounts of paper, rolls of wallpaper;
- mechanical and electrically operated noise appliances;
- any beverages and food;
- animals;
- racist, xenophobic and politically radical propaganda material;
- Video cameras or other sound-image recording devices for the purpose of commercial utilisation (provided no corresponding approval has been obtained from the organiser)

The Right to One's Own Image: Where staff members of the LMuk, the organiser or its contracted partners take photographs, films or videos within the assembly area for reporting or advertising purposes, these recording activities shall not be obstructed or impaired in any way. All persons entering into the assembly area shall be informed by these House Rules about the realisation of the aforesaid recordings. By entering the assembly area, those persons who are recognizable on such recording have agreed to this and to the fact that these recording are used for reporting and advertising procedures.

Loudness of music events: Visitors are hereby informed that permanent hearing damage may occur during music events. In order to reduce hearing damage, we recommend the use of ear plugs or similar hearing protection.

A ban on entering the house: pronounced by the lessor shall apply for all current and future events carried out in the assembly area. A cancellation of this ban requires a written application stating the grounds for the application, which the lessor shall decide upon within three months.

Lübeck, March 2016,
the Management Board