

# GENERAL TERMS AND CONDITIONS

of mainzplus CITYMARKETING GmbH

Division Mainz Congress

## I. TERMS AND CONDITIONS

### §1 Scope of application

1. These General Terms and Conditions of mainzplus CITYMARKETING GmbH, Mainz Congress Division, Rheinstraße 66, 55116 Mainz – hereinafter referred to as mainzplus – apply to the provision of event spaces, halls and rooms, to the provision of event-related services and works for events, and to the provision of mobile facilities and technology. They apply to events in and on the premises of the following objects (hereinafter referred to as "place of assembly"):

- Rheingoldhalle
- Kurfürstliches Schloss
- Frankfurter Hof
- KUZ

2. These Terms and Conditions apply to private individuals, to persons acting in a commercial capacity, to legal entities according to private and public law and to publicly funded organisations hereinafter referred to as Company or Companies. Our Terms and Conditions shall apply to all future contractual arrangements as long as they are not replaced by an updated or revised version. Additional or contradictory contractual terms on the part of the tenants are only valid if mainzplus has expressly acknowledged them in writing. Deviating terms agreed with the Tenant in the Agreement itself or in the schedules to the Agreement shall always take precedence over provisions in these Terms and Conditions.

### §2 Conclusion of agreement, amendments, reservations

1. Agreements with mainzplus shall only be concluded in writing and signed by both parties. The copies of an agreement signed by mainzplus shall be countersigned by the Tenant and returned to mainzplus within the acceptance period stated in the agreement. If mainzplus sends unsigned copies of the agreement to the tenant, the contract is only concluded if the tenant signs two copies of the contract, sends them to mainzplus within the period specified in the contract and then receives a countersigned copy of the contract back. The offer and the signed copies of the contract may be transmitted electronically and by postal mail.

2. mainzplus is entitled to make the validity of the rental/event contract dependent on the tenant proving to mainzplus that a catering contract for the catering of the event visitors has been concluded within a reasonable period of time (see also §10 clause. 2); mainzplus is entitled to cancel the tenancy agreement if the Tenant should fail to proof documentation of a catering agreement within the period given. Unless a different deadline is stipulated in the contract, the tenant must provide proof of the conclusion of a catering contract no later than 6 weeks before the start of the event.

3. The text form requirement shall be deemed met for additions or amendments to the agreement submitted in electronic form or by fax, and confirmed by the other Party, in implementing the agreement. Audiovisual and event equipment delivery and setup may also be confirmed by means of a handover protocol.

4. Oral or written reservations shall only provide an option for future agreement conclusion as based on the agreement terms of mainzplus and expire at the end of the confirmation stated in the reservation or in the contract, without the need for any additional notice to the holder of the reservation. Reservations are not transferable to third parties.

### §3 Parties to the agreement, event organiser, event manager, exhibitors

1. Contractual partners are mainzplus and the tenant. If the Tenant is an agency or other intermediary, the Tenant shall name its client (third party) in writing in the contract and inform him of all contractual obligations, including these Terms and Conditions and of the Safety Regulations. The Tenant is responsible towards mainzplus for the fulfilment of all obligations of the event organiser according to these Terms and Conditions.

2. The gratuitous transfer or paid subletting of rooms and areas in whole or in part to a third party requires the written consent of

mainzplus. This approval shall be regarded as granted if this third party has been named in the agreement.

3. Prior to the event, the Tenant must provide mainzplus in writing with the name of a representative who is authorised to make decisions regarding the management of the event and who, at the request of mainzplus, will perform the function and tasks of the event manager in accordance with the Rhineland-Palatinate Ordinance on the Construction and Operation of Places of Assembly (VStättVO) as well as these GTC and the "Safety Regulations" of mainzplus.

4. Tenants holding a trade fair or exhibition shall pass on a binding copy of the Safety Regulations of mainzplus to their exhibitors. The Tenant shall ensure the observation of these regulations vis-à-vis mainzplus.

### §4 Transfer of venue, use, return of venue

1. The venue's rooms and areas shall be provided on the basis of officially approved escape routes and seating plans with a fixed attendee capacity. Any alteration in the event title as named in the agreement, the period of the event, type of event, agreed event content, purpose of use, or alteration in contractual partner (event organiser) shall require prior written approval from mainzplus; approval may be denied without giving reason. Approval shall only be granted if the interests of mainzplus are not impaired, especially involving existing or planned events.

2. The exact names of the rented rooms and areas, the event title, the maximum visitor capacity, and the purpose of use shall be made in writing in the agreement or in an annex to the agreement. If the agreement does not quote any visitor capacities, the Tenant may view the existing approved escape routes and seating plans on presentation of its own event planning. The Tenant shall in any case ensure that there is no overcrowding in the venue rooms, and that the number of admission tickets sold for a public event shall not exceed the number of visitors quoted in the attendee capacity, rescue route or seating plans.

3. If the tenant does not make one complaint when taking over the place of assembly and its facilities, they shall be deemed to have been taken over in perfect condition, insofar as no hidden defects are involved. If the tenant reports any existing damage to mainzplus on handover, this must be recorded in writing and will be taken into account accordingly on return. Both parties may demand a written handover protocol on transfer. The Tenant shall immediately report to mainzplus any damage noticed at a later time or caused by the Tenant or its visitors.

4. All rented rooms shall be rented with the existing room-specific basic equipment. The provision of special equipment and technology must be additionally agreed in time and remunerated separately. The Tenant shall have no claim to the removal of existing fittings. Alterations to the rented rooms or halls or of the escape routes, seating plans and fittings and installations shall require written approval from mainzplus on submission of any necessary official approval. The Tenant shall cover the full costs for the duration, expenses and risks of the approval process as well as official acceptance.

5. If several events are to take place at the same venue, mainzplus shall arrange the entrances and exits to the venue in such a way as to prevent any disturbance between the events; the Tenant has no contractual claim to receive a special entrance – such as the main entrance – for entering or leaving the venue.

6. Event rooms, areas, facilities and technology must be returned in perfect condition, or at least in the condition in which they were provided. The Tenant shall remove any objects, installations or decorations brought in for the event by the event organiser by the agreed end of the dismantling period and return the venue to its original state. The venue shall be returned to mainzplus in a clean state.

7. Specialist companies shall make any repairs or new purchases as necessary to restore the original state of the venue as necessary due to the event; the costs of such repairs or purchases shall be borne by the Tenant. Insofar as basic

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cleaning is included in the usage fees, only special cleaning exceeding the usual degree of soiling shall be arranged at the expense of the tenant and invoiced to him according to the time and material required.

8. A tacit extension of the contractual relationship in the event of late return is excluded. The provisions of §545 BGB shall not apply. A surcharge of 15% on the usual rental charge shall be billed to the Tenant at the beginning of each additional hour that the Tenant should remain in the venue beyond the agreed time to return the venue; this shall not affect the Landlord's right to assert further claims for damages.

### §5 Charges and payment

1. The contractually agreed charges and payment periods are set out in the contract or in an annex to the contract. Consumption and use-dependent fee components shall be invoiced separately. The overview of services and costs shall be updated during further event planning based on the information and, if applicable, the additional wishes of the Organiser as well as the resulting event-related requirements. The final invoice for all services shall be issued after the event has been held based on the services ordered and provided.

2. Usage-related costs may be billed to the event organiser due to the necessity of a fire or paramedical services, door staff or stewards, or technical specialists depending on the type of event, the expected number of attendees and potential safety and fire risks especially resulting from brought-in equipment, installations, decorations or property (see standard venue regulations (§40, §41 VStättVO). The existing safety plans for the venue shall serve as a basis for comparison.

3. The costs for energy are shown as consumption flat rates differentiated according to electricity and heat. Should the purchase prices for electricity or heat change by more than 10% between the conclusion of the contract and the date of the event, mainzplus, in the case of a price increase of more than 10%, and the tenant, in the case of a price reduction of more than 10%, have a claim to price adjustment by the actual percentage change in the flat-rate energy cost share. The right to price adjustment does not exist if there are less than four months between the conclusion of the contract and the execution of the event. In the event of a price adjustment, mainzplus is obliged, at the request of the organizer, to disclose the prices at which it obtains electricity and heat per kw/h from its energy supplier or water from its water supplier.

	Heat		Power	
	Winter 01.10.-31.03.	Summer 01.04.-30.09.	Winter 01.10.-31.03.	Summer 01.04.-30.09.
Rheingoldhalle				
Kongress-Saal	800,00 €	300,00 €	650,00 €	1.200,00 €
Gutenberg-Saal	450,00 €	100,00 €	350,00 €	750,00 €
Rheinfoyer	400,00 €	150,00 €	600,00 €	850,00 €
Gutenbergfoyer Total	300,00 €	100,00 €	200,00 €	600,00 €
Nordfoyer	150,00 €	50,00 €	100,00 €	150,00 €
Westfoyer	150,00 €	50,00 €	100,00 €	150,00 €
Südfoyer	150,00 €	50,00 €	100,00 €	150,00 €
Ostfoyer	150,00 €	50,00 €	100,00 €	150,00 €
Backstage 1-4 each	87,50 €	62,50 €	62,50 €	87,50 €
Zagreb-Saal	150,00 €	50,00 €	50,00 €	150,00 €
Dijon-Saal	150,00 €	50,00 €	50,00 €	150,00 €
Watford-Saal	150,00 €	50,00 €	50,00 €	150,00 €
Meeting I-III each	150,00 €	75,00 €	75,00 €	150,00 €
Foyer I-III each	125,00 €	50,00 €	50,00 €	125,00 €
Kurfürstliches Schloss				
Großer Saal	400,00 €	200,00 €	200,00 €	400,00 €
all other rooms each	100,00 €	70,00 €	70,00 €	50,00 €
G				
KUZ - Kulturzentrum				
Werkhalle	400,00 €	200,00 €	200,00 €	400,00 €
all other rooms each	100,00 €	70,00 €	70,00 €	50,00 €
Frankfurter Hof				
Großer Saal	400,00 €	200,00 €	200,00 €	400,00 €
all other rooms each	100,00 €	70,00 €	70,00 €	50,00 €

All prices are net and per day and room for 8 hours included in the service charges.

4. If more than four months elapse between the conclusion of the contract and the staging of the event, the prices quoted for personnel, services and works (in particular security services, cleaning, seating, cloakroom, catering) may be adjusted by up to 15% to reflect current market price developments. This applies equally to increases and reductions. An increase within this framework is only permissible if it is demonstrably not due to circumstances for which mainzplus is unilaterally responsible.

5. If a price increase to be expected for the event pursuant to Sections 3 and 4 leads to an unreasonable price increase in the total usage fee to be paid, the contracting parties shall enter renegotiations on the amount of the cost increase to be borne by the tenant. In the event of unreasonableness, the tenant shall have a subordinate right of withdrawal.

6. mainzplus is entitled to demand advance payments from the tenant in the amount of the agreed fees and in the amount of the expected consumption and use-dependent fee components. Unless otherwise contractually agreed, the tenant will receive a corresponding invoice no later than 6 weeks before the start of the event.

7. In order to secure liability claims arising from the contractual relationship, mainzplus is entitled, even after conclusion of the contract, to demand additional security (deposit) from the tenant due to expected event-related damage in accordance with § 14 clauses 2 and 3 before the event takes place.

8. All payments are to be made without deductions, free of bank charges, to a mainzplus bank account specified on the invoice. Invoices from mainzplus can be transmitted electronically as a PDF file in accordance with Article 233 (1) Sentence 2 of the VATSystRL.

9. If agreed payments are not made in due time before the event, mainzplus can refuse to make the place of assembly available. In this case, mainzplus is also entitled to withdraw from the contract and demand compensation for damages due to non-fulfilment.

10. In the event of late payment, interest on arrears shall be due at a rate of 9% above the respective base rate of the European Central Bank. If the tenant is a "private person or consumer", the interest rate for the payment claim shall be 5% above the base interest rate of the European Central Bank. The right to assert a higher damage caused by default is expressly reserved.

### §6 Advertising, posters

1. Advertising for the event shall be the legal responsibility of the Tenant. Billboards or posters to be installed at the venue on walls, columns, etc. shall require separate agreement with mainzplus. The Tenant shall remove all approved posters and signs immediately after the event. The Tenant shall bear responsibility for safety regarding all advertising activities on the grounds of venue, including special safety requirements for high winds and similar.

2. Unapproved posting is prohibited by law and shall incur damages for the Tenant. Posting shall take place only through Deutsche Städtemedien, Eleonorenstraße 127, 55252 Mainz-Kastel, Tel.: +49 6143 72530.

3. Advertising on the grounds of mainzplus can be undertaken by mainzplus in return for payment. mainzplus is entitled to refer to the event in event programmes and on the Internet.

4. The Tenant shall indemnify mainzplus from any third-party claims arising from advertising the event, especially due to copyright, rights to names and visuals, brand rights, advertising rights, and personal rights. This indemnification shall extend to any cease-and-desist orders, court costs and other legal expenses.

### §7 GEMA, GVL, social contributions for artists and performers

1. The Tenant shall be solely responsible for timely registration and payment of fees for the performance or rendition of works protected by the German GEMA (Gesellschaft für musikalische Aufführungs- und mechanische Vervielfältigungsrechte) or GVL (Gesellschaft zur Verwertung von Leistungsschutzrechten mbH) performance rights organisations. mainzplus may require written proof of registration of the event with GEMA or GVL, written evidence of billing from by GEMA or GVL, or written proof of fee payments to GEMA or GVL by the Tenant prior to the event. mainzplus may charge the Tenant a security deposit in the amount of the expected GEMA fee up to a fortnight before

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the event if the Tenant is not willing or able to provide documentation of payment of the fees.

2. The Tenant shall fulfil all obligations under the Artists Social Security Act (Künstlersozialversicherungsgesetz) and shall indemnify mainzplus from all corresponding claims.

### §8 Audiovisual recordings and photography

1. Audiovisual recordings, photography and any other recordings and transmissions of any type (radio, TV, web, loudspeakers) at the event shall require written approval from mainzplus on condition of approval from the copyright and intellectual property owners; mainzplus shall be entitled to charge payment for such approval.

2. mainzplus shall be entitled to prepare or have prepared any audiovisual recordings, photography, or descriptions of the event course for documentation or publication unless the Tenant objects.

### §9 Ticket contingents, ticket sales

1. mainzplus reserves the right to use certain places for paramedical staff, police, fire services and stewards without charge at each event. The scope of services (number of persons to be appointed) depend on the type of event, number of visitors and event-specific safety regulations in each individual case.

2. Each event at the venue shall provide mainzplus facilities for guests of honour as well as admission tickets for wheelchair users.

Allocated wheelchair spaces shall be kept free. One disabled space consists of two spaces for a disabled person and an accompanying person:

Rheingoldhalle Kongressaal:	26 service tickets
Rheingoldhalle Gutenbergsaal:	20 service tickets
Kurfürstliches Schloss:	16 service tickets
Frankfurter Hof:	10 service tickets

3. Admission tickets shall be printed according to the approved seating plans on prior consultation with mainzplus.

4. Ticket reservations and on-the-door ticket sales shall be the sole responsibility of the Tenant. For the sale of admission tickets and event programmes, the existing facilities are to be used and the locations in the rented rooms assigned by the representatives of mainzplus are to be adhered to.

### §10 Staffing, catering, event services

1. Service partners commissioned by mainzplus (contractor pool) shall be responsible for staffing the venue; this covers catering, cloakroom, booth construction, rented furniture, and audiovisual equipment. The Tenant shall not be entitled to perform any of these services itself or commission these services to a third-party contractor outside the contractor pool.

2. The catering contractors in the contractor pool shall pay a fee of 15 percent of the total turnover agreed with the respective Tenant to mainzplus. In addition, one-off fees will be charged for the use of catering areas (including kitchens), for final cleaning, fresh water and wastewater. This fee shall be included in the overall price calculation by mainzplus for provision of the venue to the Tenant. The Tenant shall document the completion of a catering agreement with one of the caterers selected from the contractor pool at least six weeks before the event according to §2 Clause 1 unless another period has been set by the agreement. mainzplus may cancel the tenancy agreement if the Tenant should fail to provide documentation of a catering agreement within the period set.

3. The execution of electrical and water installations, the deployment of security personnel to ensure house safety, the suspension of loads, the provision of hall personnel, the commissioning of cleaning services to carry out interim and final cleaning as well as cleaning during the event, the deployment of medical services and fire safety guards shall be carried out exclusively by qualified contractual partners, for safety reasons. The tenant is not entitled to carry out these services himself or have them carried out by third parties who do not belong to the mainzplus service partner pool.

### §11 Commercial activities and merchandising

1. The Tenant shall not appoint commercial services of whichever type such as photographers, flower sellers, performers or similar, or itself indulge in any commercial activity beyond the event itself, without prior written approval from mainzplus.

2. If mainzplus should grant approval, a percentage of the proceeds billed separately shall be paid to mainzplus.

### §12 Cloakroom facilities

1. Cloakroom staffing shall be the responsibility of mainzplus, or contractors affiliated to mainzplus; mainzplus shall decide whether and to what extent cloakroom facilities shall be provided for the corresponding event. The use of cloakroom facilities shall be mandatory for events with row and table seating.

2. Outer clothing such as jackets and coats shall be left at the cloakroom facilities intended for the purpose in front of the event hall, especially for fire protection. The tenant shall ensure that the obligation to deposit cloakroom items is observed by visitors.

3. Visitors shall pay the cloakroom fee at the fixed rate at the cloakroom. The Tenant may take responsibility for receiving cloakroom fees on agreement if requested by the Tenant and approved by mainzplus. The minimum hours shall be four hours per employee per shift. A cloakroom insurance policy shall be concluded by mainzplus.

4. Cloakroom facilities may be cancelled at no charge up to four days before the event, after that, a minimum of four hours per employee shall be billed. These costs shall be borne by the Tenant.

5. If the cloakrooms are not managed, mainzplus does not assume any duty of care and custody for deposited cloakroom items. In this case, the organiser bears the liability risk for lost cloakroom items belonging to its visitors.

### §13 Exercising Rules of the House

1. The Tenant shall represent the Rules of the House towards visitors to the extent necessary for a proper and safe event course at the venue. The Tenant is obliged to ensure that the event is held properly and safely within the rented assembly rooms. The Tenant is obliged to enforce house rules and to observe existing smoking bans vis-à-vis visitors and guests at the event. In the event of violations, he shall take the necessary measures to prevent further violations.

2. In addition to the Tenant, mainzplus and persons appointed by mainzplus shall remain responsible for enforcing the Rules of the House for the duration of use (see standard venue regulations §38 para. 5 sentence 2 VStättVO). Persons appointed by mainzplus may access any part of the venue in asserting the Rules of the House.

### §14 Tenant liability, insurance

1. The Tenant shall be responsible for maintaining safety of all fittings and installations brought in by the Tenant as well as the safe course of the event at the venue.

2. The Tenant shall return the venue to mainzplus in the same condition in which the mainzplus provided the venue to the Tenant and shall be held liable for damages caused by the Tenant or the Tenant's vicarious agents, guests or other visitors involved in the event according to statutory regulations.

3. The Tenant's liability shall also include event-related damage. Event-related damage shall lie within the sphere of responsibility of the Tenant if the cause lies within the type of event, its attendees or the content or course of the event. The organiser shall be held liable if and to the extent that the damage is caused by riots or demonstrations against the event or similar incidents caused by the event.

4. The scope of liability of the ORGANISER shall include not only injury to persons or damage to the venue or its facilities, but also damage arising from third-party events that cannot be

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performed as planned, or at all.

5. The Tenant shall indemnify mainzplus against all third-party claims that may be asserted in connection with the event to the extent that these claims lie within the responsibility of the Tenant's vicarious agents, or guests or attendees at the event.

6. Any contributory negligence on the part of mainzplus in the damage shall be considered in proportion to the amount; the liability of mainzplus and the building owner for the safe structural condition of the venue according to German Civil Code (BGB) §836 shall remain unaffected.

7. The Tenant shall conclude an event liability insurance policy covering personal injury, damage to property and damage to the venue at the sum of €5 million (in words: five million euros) and provide documentation for the conclusion of this policy to mainzplus on request. The conclusion of the insurance policy shall not constitute any limitation to the liability of the Tenant to this amount.

8. The insurance policy required in clause 7 may be concluded by mainzplus on request by the Tenant; the Tenant shall be charged for the insurance.

### §15 Liability of mainzplus

1. No liability regardless of culpability according to German Civil Code (BGB) §536a para. 1 shall be entertained for compensation regarding hidden defects unknown at agreement conclusion in the building and its facilities. This shall not affect claims for payment reduction due to defects unless the fault or intent to reduce remuneration is reported to mainzplus on recognition of the fault while the venue is in use by the Tenant.

2. mainzplus shall not entertain liability for loss of objects, fittings, installations or other valuables brought in by the Tenant unless a special safekeeping agreement or agreement for consideration has been reached. A security company approved by the trade regulations (GewO) §34a may be commissioned to guard third-party property at the request and expense of the Tenant.

3. mainzplus shall be liable for compensation for material and financial losses suffered by the Tenant due to gross negligence or intentional breach of agreement on the part of mainzplus or guarantee by mainzplus for services to be provided. mainzplus shall not accept any further liability for damages except for liability for personal injury or breach of cardinal obligations in the agreement. Cardinal obligations include, but are not limited to obligations essential for the proper execution of the agreement in its inception, obligations whose fulfilment the other party would normally rely on and may reasonably be expected to rely, that is, the main obligations in the agreement.

4. mainzplus shall be liable for breach of obligation due to simple negligence within the sphere of responsibility of mainzplus in personal injury or breach of cardinal obligations in deviation from clause 3. In the event of a breach of cardinal obligations, mainzplus' liability for damages in cases of simple negligence is limited to the direct average damage that is foreseeable and typical for the type of contractual agreement.

5. The limitations to liability in the above clauses 3 and 4 shall also apply to legal representatives and vicarious agents of mainzplus.

### §16 Cancellation, termination, withdrawal

1. The Tenant shall compensate mainzplus for losses based on the agreed fees if an event should not take place at the time agreed for reasons outside the sphere of influence of mainzplus. The same shall apply if the Tenant should cancel the event and withdraw from the agreement or terminate the agreement for cause without a special agreement or compelling legal reason for termination or withdrawal. Compensation for loss shall be set at the amount for written termination or withdrawal at the following venues:

#### Rheingoldhalle

Upon termination or withdrawal

Up to eighteen months before the event	0%
Up to twelve months before the event	10%

Up to nine months before the event	20%
Up to six months before the event	35%
Up to four months before the event	60%
After that	90%

Of the agreed remuneration

#### Kurfürstliches Schloss / Frankfurter Hof

Upon termination or withdrawal

Up to twelve months before the event	0%
Up to six months before the event	50%
Up to three months before the event	70%
After that	90%

Of the agreed remuneration

#### Frankfurter Hof

Upon termination or withdrawal

Up to twelve months before the event	0%
Up to six months before the event	50%
Up to three months before the event	70%
danach	90%

#### KUZ

Upon termination or withdrawal

Up to twelve months before the event	0%
Up to six months before the event	50%
Up to three months before the event	70%
danach	90%

The termination or withdrawal shall be served in writing and received by mainzplus within the time limits; mainzplus may document higher damages and charge the Tenant with the corresponding amount instead of the lump-sum compensation. The Tenant may also document that no or significantly lower damages or expenses were incurred than those charged.

2. The provisions of clause 1 shall apply *mutatis mutandis* to any spatial reduction, part cancellation or postponement of the event unless agreed otherwise in any individual case.

3. The provisions of clause 1 shall remain valid if mainzplus succeeds in renting the venue for payment to another party after cancellation as long as the third party could also have rented the venue at another event date.

4. mainzplus is entitled to terminate the contract extraordinarily or withdraw from the contract in the event of a breach of essential contractual obligations, in particular if:

- The Tenant has not made the agreed payments (rental charges, security deposit) on time or at all
- The purpose agreed for the event, or its content has been changed without the approval of mainzplus
- The Tenant has transferred the venue for a third party to use with or without charge without the approval of mainzplus
- The permits and/or licences necessary for the execution of the event have not been issued or documented
- The Tenant is in violation of legal regulations, in particular the German standard venue regulations (VStättVO)
- The event liability insurance policy as required in the agreement has not been documented as requested in time or at all
- The Tenant has not disclosed the true intent of the event, especially to hold a political or (pseudo-) religious event, in stating the purpose of use if the venue in concluding the agreement

5. Before declaring termination or withdrawal, mainzplus is obliged to set a deadline with a threat of refusal vis-à-vis the tenant, insofar as the tenant is in a position, taking into account the overall circumstances, to immediately eliminate the reason justifying withdrawal or extraordinary termination.

6. If mainzplus should assert its rights in the above, mainzplus shall also retain the right to payment for the agreed charges but must consider saved expenses.

### §17 Force majeure

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1. Force majeure is an event that has a massive external impact on the contractual relationship, which is unforeseeable according to human insight and experience, and which cannot be prevented or rendered harmless by economically acceptable means, even by exercising the utmost care that can reasonably be expected in the circumstances.

2. If the event cannot be held on the agreed date due to force majeure, both parties are entitled to withdraw from the contract insofar as an adjustment of the contract is unreasonable.

3. In the event of withdrawal or relocation, the tenant shall remain obliged to compensate mainzplus for expenses already incurred. Expenses include the costs for external services already commissioned as well as the costs of mainzplus for preparing the implementation of the event. These can be compensated at a flat rate of up to 25% of the agreed fees, irrespective of their actual amount, insofar as the organiser does not object. If they are invoiced according to actual expenditure, there shall be no limit on the amount. Otherwise, both contracting parties shall be released from their payment and performance obligations.

4. The number of visitors present as well as the cancellation of speakers, lecturers, artists, and other participants in the event are within the organiser's sphere of risk. The latter also applies to events affecting the event from outside, such as demonstrations and threatening situations, which are generally influenced by the nature of the event, its content, and the media perception of the event. The organiser is recommended to take out interruption and cancellation insurance for his event, insofar as he wishes to cover the associated financial risks accordingly.

5. A case of force majeure shall be deemed equivalent to the interruption or considerable restriction of the energy supply for the place of assembly, due to interventions in the supply network and due to sovereign orders, that lie outside the sphere of influence of the operator. In such a case, the assertion of claims for damages and the reimbursement of expenses shall be excluded for both contracting parties.

### §18 Rights to reduction and retention of payment

1. mainzplus provides the Organiser with the property designated in the contract for the purpose of staging events and provides event-related services through its own employees as well as through commissioned service providers. In order to fulfil the contractually agreed business purposes, the processing of personal data provided by the organiser to mainzplus is also carried out in accordance with the provisions of the EU General Data Protection Regulation (DSGVO) and the Federal Data Protection Act (BDSG).

2. Service providers for event-related services receive personal data of the organiser and its contact persons authorised to make decisions from mainzplus for the provision of their services, insofar as this is necessary for the execution of the contract or corresponds to the legitimate interests of the organiser according to Art. 6 para. 1 (f) DSGVO. In addition, mainzplus uses the organiser's data for mutual information and communication before, during and after an event as well as for its own event-related offers.

3. Personal data of the organiser, the event manager, his contact persons authorised to make decisions may also be transmitted to the responsible authorities/agencies, in particular the police, the fire brigade, the public order office and the ambulance and rescue service, in order to coordinate the respective security concept for the event.

4. mainzplus reserves the right to use the data of the organiser and the contact persons named by the organiser with decision-making authority for its own marketing and for sending its own advertising in addition to the purposes stated in clauses 1 to 3. The data subject has the right to object at any time to the processing of personal data for marketing and advertising purposes. In this case, the personal data will no longer be processed for these purposes. The objection can be made without formalities and should preferably be sent via email to info@mainzplus.com or by telephone to +49 6131 242 0.

5. If, during software maintenance at mainzplus, access to the organiser's stored personal data by commissioned software companies cannot be safely ruled out, they will be comprehensively obliged to comply with the existing data protection requirements and to maintain data secrecy in accordance with § 5 BDSG.

6. mainzplus processes and stores all personal data it receives from the organiser for as long as is necessary for the fulfilment of contractual and legal obligations. If the data is no longer required for the fulfilment of contractual or legal obligations, it is regularly deleted, unless the - temporary - further processing is required for the following purposes:

§ Compliance with retention periods under commercial and tax law. The retention and documentation periods specified there are two to ten years.

§ Preservation of evidence within the framework of the statute of limitations. According to §§ 195 et seq. of the German Civil Code (BGB), these limitation periods can be up to 30 years, with the regular limitation period being three years.

7. If a data subject no longer agrees to the storage of his or her personal data or if the data has become incorrect, mainzplus will, upon instruction, arrange for the deletion or blocking of the data or make the necessary corrections. Upon request, the data subject will receive information free of charge about all personal data that mainzplus has stored about him or her.

### §19 Offsetting and retention rights

The tenant is only entitled to rights of set-off and retention against mainzplus if his counterclaims have been legally established, are undisputed or have been recognised by mainzplus.

### §20 Place of performance, law, place of jurisdiction

The place of performance for all claims arising from the contract is Mainz. The law of the Federal Republic of Germany shall apply. If the Lessee is a merchant, a legal entity under public law or a special fund under public law, Mainz is agreed as the place of jurisdiction.

### §21 Final terms

Any term in these Terms and Conditions that should prove invalid or unenforceable in whole or in part now or in the future shall not affect the validity of the remaining terms. The invalid or unenforceable term shall be replaced *mutatis mutandis* by a valid and enforceable provision most closely corresponding to the original intent of the two parties in the invalid or unenforceable term. The same shall apply to any omissions found in the agreement.

## II. SAFETY REGULATIONS

**Scope of application:** These safety regulations of mainzplus CITYMARKETING GmbH, Mainz Congress Division - hereinafter referred to as mainzplus - are based primarily on legal and official requirements for the operation of places of assembly. They apply to all events as well as to trade fairs and exhibitions that take place within the event rooms and areas provided by mainzplus (hereinafter also referred to as place of assembly). Additional requirements for safety and fire protection may be imposed by the building authorities, the police and fire protection services, if increased risks to persons and property may result from the nature of the planned event. The hirer shall ensure compliance with the safety regulations vis-à-vis all third parties commissioned by him to hold the event. The commissioning of brought-in technical equipment and superstructures as well as exhibition and service stands may be prohibited in whole or in part by mainzplus if identified safety deficiencies are not remedied by the start of the event.

### 1. Notification and disclosure obligations of the tenant

**1.1 Display before the event:** The organiser is obliged to notify mainzplus of all organisational and technical details, the start of the event, the admission times, the end of the event, the layout of the hall(s), rooms, and areas in writing no later than 4 weeks prior to the event and to coordinate this with mainzplus. mainzplus reserves the right to provide the organiser with an (electronic) data mask for the exclusive use of this event for the collection of this data, in which all necessary event data is to be entered. mainzplus reserves the right to forward this data to the authorities and agencies involved with the event (public order office, police, fire brigade, building regulations office, ambulance/rescue service and private security service). The data requested by the organiser includes in particular:

- The name of the Tenant's or event manager's authorised representative on site for the duration of the event
- Whether those in charge of event equipment as appointed by the Tenant will be supervising installation and dismantling as well as the event itself
- The size of any stages, platforms or stands to be set up
- Whether stage, studio or lighting equipment or other technical equipment will be brought into the venue
- Whether technical equipment will be moved or structurally altered during the event
- Whether engineering-related movements or artistic performances will be taking place in the audience area
- Whether pyrotechnical effects or other actions that may pose a fire risk, laser shows, or fog machines have been planned for the event – permission obligations shall be observed
- Whether decorations, fittings, or props will be involved – fire class certificates shall be brought to the event
- The time set for the technical rehearsal – exceptions require prior application and approval

Based on the information provided by the organizer, mainzplus will carry out a security assessment prior to the event, on the basis of which the necessary security measures and, in particular, the necessity and number of qualified event personnel and external emergency services (fire brigade, ambulance service, security service) will be planned (cf. §§ 40 to 43 VStättVO). Should the organizer provide late, no or incomplete information, mainzplus may assume an increased event risk. Any additional costs incurred as a result (e.g., personnel costs for an increased number of security staff) are to be borne by the organizer. Incorrect information may lead to the restriction, cancellation, or termination of the event.

**1.2 Fire alarm system:** An automatic fire alarm system is installed in some of the venue rooms. Smoke, fire, heat, excessive dust, smoke machines and similar shall be shown to mainzplus on time for the fire alarm system to be configured accordingly. The Tenant shall bear the costs for any false alarm caused by the failure of the Tenant to report such circumstances of the event.

**1.3 Technical rehearsal:** When using stages and setting up scenery areas with a floor area of more than 200 m<sup>2</sup> and for guest

performance events with their own scenery set-up, mainzplus and the responsible approval authority may demand a non-public technical rehearsal with full scenery set-up before the first event. Unless the rehearsal can be dispensed with due to the nature of the event or the extent of the stage set-up (if unobjectionable), the authorities must be notified of the expected time of the technical rehearsal at least 24 hours in advance. Applications for waiver of technical rehearsals must be made at least one week before the event. mainzplus will take over the notification or the application for exemption for the tenant if it receives the necessary information/notifications from the tenant in good time before the event.

**1.4 Guest performance certification log:** Guest performances that include a guest performance certification log shall not require any further technical rehearsals or inspections. The tenant shall submit the guest performance certification log to the construction supervision authority at least a week before the event. As a service, mainzplus will submit the guest performance certification log to the construction supervision authority if the Tenant has provided mainzplus with the guest performance certification log on time for the purpose.

**1.5 Regulatory notification and permission procedures** of whichever kind shall be followed by the Tenant at the Tenant's own risk and expense; mainzplus shall support the Tenant in regulatory notification and permission procedures if requested to do so.

### 2. Responsible positions and persons

**2.1 Tenant's responsibility:** The Tenant shall carry responsibility for the event programme and the safe, smooth operation of the event as well as insurance obligations within the venue with respect to decorations, fittings, props, installations, stages, platforms, suspended items, cabling, and stage, studio and lighting equipment installed by the Tenant or the Tenant's vicarious agents for the duration of the tenancy period. The Tenant shall comply with the standard venue regulations (VStättVO) and the provisions of the German mandatory accident insurance (DGUV), especially DGUV-V 17 as applicable to venues and performance locations for stage performances, and DGUV-V 3 as applicable to electrical installations and equipment, regarding any objects or materials brought into the venue. The Tenant shall also be responsible for ensuring compliance with the generally recognised codes of practice and all laws, rules and regulations applicable to the event, especially the German Youth Protection Act (Jugendschutzgesetz), the Sundays and Holidays Act (Sonn- und Feiertagsgesetz), the Working Hours Act (Arbeitszeitgesetz), Occupational Safety and Health Act (Arbeitsschutzgesetz), the Non-smokers' Protection Act (Nichtraucherschutzgesetz), trade regulations (Gewerbeordnung) and regulations on noise emissions.

**2.2 Authorised representative of the Tenant, event manager:** The Tenant shall appoint at least one person authorised and instructed to act as the Tenant's authorised representative in taking the necessary decisions concerning the safety of the event in consultation with mainzplus during the event and name the appointed authorised representative to mainzplus. The Tenant's authorised representative shall be present at the event from attendee admission at the door until the end of the event, shall be always available, and shall take any decisions necessary regarding the fire services or police in case of emergency in consultation with the service staff appointed by mainzplus; mainzplus may also require that the authorised representative acts as the event manager according to VStättVO §38 para. 5 for the duration of the event. The event manager shall then participate in a joint inspection of the venue to become acquainted with the venue, including escape and rescue routes. The authorised representative shall attend a consultation meeting or briefing on safety regulations to be observed before the event at the request of mainzplus. The Tenant's authorised representative and event manager shall cancel the event if required due to danger to life and limb or if safety-related rules and regulations are not observed.

If the function of the event manager is not transferred to the organiser or if the organiser refuses to take over this function, mainzplus will take over the function of the event manager with

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its own personnel. In the latter case, mainzplus is entitled to pass on the personnel costs in full to the organiser.

**2.3 Persons responsible and qualified professionals for event equipment:** Persons responsible for, and staff specialised in technical equipment for the event shall be provided by mainzplus at the cost of the Tenant if the Tenant does not have suitably qualified staff available.

The assembly or dismantling of stage, studio, and lighting equipment on stage areas larger than 200 m<sup>2</sup> as well as technical rehearsals must be managed and supervised by at least one "person responsible for event technology". If the stage area is between 100 m<sup>2</sup> and 200 m<sup>2</sup>, the presence of an event technology specialist is sufficient.

In the case of dress rehearsals, events, broadcasts, or recordings of events on scene areas larger than 200 m<sup>2</sup>, at least one event technology officer specialising in stage/studio or hall technology and one event technology officer specialising in lighting must be present in the place of assembly. In the case of stage areas between 100 m<sup>2</sup> and 200 m<sup>2</sup>, the presence of one event technology specialist shall suffice.

If the safety and functionality of the stage, studio and lighting equipment as well as other technical facilities of the place of assembly have been checked by persons responsible for event technology or by specialists prior to the event, no hazards emanate from the type or course of the event and this equipment is not moved or otherwise changed during the event, the necessary technical supervision can be carried out by a specialist or by another "supervising person" in individual cases on the basis of a risk assessment to be carried out by mainzplus. The prerequisite is that this person is familiar with the technical equipment.

**2.4 Service staff provided by mainzplus:** Service staff provided by mainzplus employees and mainzplus itself may check for organiser compliance with the provisions of VStättVO and these Safety Regulations by random sampling; mainzplus service staff shall be authorised to enforce the Rules of the House on all persons within the premises and grounds provided for the event, and may bar persons from the premises or grounds with immediate effect for safety breaches or in especially hazardous situations. mainzplus service staff shall be granted access to all the premises and grounds at any time; mainzplus may demand that the Tenant immediately remedy a fault leading to a breach of these Safety Regulations or event-related legal regulations or official order or, if this is not possible or if the Tenant refuses to remedy the issue, vacate and recover the venue. If the Tenant fails to meet a corresponding instruction, mainzplus service staff may interrupt the event.

### 2.5 Stewards and paramedical service

The necessity and scope of stewards and paramedical services – the number of persons required – shall depend on the type of event, number of visitors and event-specific risks and requirements in each individual case. The Tenant shall bear the costs if these services should prove necessary; mainzplus may also require the presence of these services after conclusion of the agreement if the event content, planned course or anticipated attendees should indicate an increased risk.

### 2.6 Fire safety guard

The standard venue regulations (VStättVO) §41 requires a fire safety guard from the fire services at events where fire risk could affect a larger number of people or events where there is an increased risk of fire; mainzplus shall decide on the need and scope of a fire safety guard in consultation with the fire services as necessary. The Tenant shall bear the costs of the fire safety guard.

## 3. Operating safety regulations

**3.1 Technical specifications and fittings:** mainzplus shall provide the Tenant with the technical specifications of the venue as well as maximum permissible suspended and floor loads on request. Only mainzplus staff members shall be permitted to operate building fixtures at the venue; this also applies to connections to the lighting and power system. Technical equipment

brought in by the Tenant or its contractors shall comply with the generally accepted codes of practice in safety and functionality. Unless otherwise agreed in advance, the Tenant shall not have any claim to have mainzplus remove any of its own technical equipment from the venue.

**3.2 Escape routes and seating plan:** Approved escape and seating plans are binding for the seating inside the venue. Changes in escape routes and seating plans shall require the express consent of mainzplus, and usually also additional permission from the building authority. Exceeding the capacity of the venue is strictly prohibited; this applies both to seating and standing capacity depending on the event.

**3.3 Fire service access areas, safety fittings:** The mandatory no-parking access routes and manoeuvring areas indicated as such for the fire services shall be kept clear. Vehicles and objects parked on rescue routes and safety areas shall be removed at the risk and expense of the owner. Fire alarms, standpipes, fire hydrants, fire extinguishers and fire water supply lines, smoke flaps, smoke extractor trigger points, smoke alarms, telephones, telephone distributors, air inlets and outlets for heating and ventilation, and access to the fire safety guard rooms and their signs, and green emergency exit signs shall be always accessible and visible, and shall not be blocked, covered, or otherwise obscured.

**3.4 Emergency exits, hallways, corridors:** Escape routes shall be always kept clear. Doors in escape routes shall be easy to open fully from the inside. Escape routes, exit doors, emergency exits hatches, and their signage shall not be blocked, covered, or otherwise obscured. Corridors shall not be restricted by objects placed in the corridor or protruding into the corridor. All corridors shall serve as escape routes in an emergency.

**3.5 Grandstands, podiums, and other structures** that the Tenant has brought into the venue shall be subject to approval by mainzplus and the building authority as applicable. These items shall be set up in such a way that their stability is not affected by resonance. Support structures for stages and installations measuring more than 20 m<sup>2</sup> shall be made of non-flammable building materials. Generally accessible spaces that adjoin other lower spaces shall be protected by surrounding railings where there is risk of falling except on the edges of stages and performance areas facing the public. The standard venue regulations (VStättVO) regarding brought-in fittings as well as DIN 4102 or EN 13501-1 (reaction to fire for construction products and building elements) and the building code of Rhineland-Palatinate shall apply to all objects brought into the venue. Exhibit booths including fittings and exhibits as well as advertising displays shall be kept stable so as not to pose a risk to life and limb, or safety and order. The exhibitors shall be responsible for the stability of exhibit booths and may be required to provide documentation.

**3.6 Ornamentation:** Materials, decorations and curtains used for ornamentation at events shall be made of at least flame-retardant material at least B1 according to DIN 4102 or at least class B/C s1 d0 according to EN 13501-1). Only some materials can be made flame-retardant after production by applying flame-retardant agents. Only officially approved flame-retardant agents shall be used. The Tenant, or exhibitor in the case of a booth, shall always keep official confirmation of flame-retardant properties or approved application of flame-retardant agents ready for inspection by mainzplus staff. Ornamentation in hallways, corridors, and stairwells (escape routes) shall be made of incombustible materials. Materials used repeatedly shall be re-examined for flammability and impregnated using flame-retardant agents as necessary. Ornaments shall be kept as far away as possible from sources of ignition, spotlights or similar, or heaters to prevent these heat sources from setting fire to the ornaments, and shall be attached directly to walls, ceilings, or fittings. Decorations hanging freely into the room shall only be permitted with a distance of at least 2.50m from the floor. Natural plant ornaments may only be kept in the venue if they are still fresh. Bamboo, reeds, hay, straw, bark mulch, peat and similar materials do not meet the above requirements (risk of ignition by tobacco). Balloons filled with inert gas, or other floating or flying objects, may only be used on approval by mainzplus.

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**3.7 Fittings**, i.e., parts of stage and scenery such as walls, floors or ceiling elements shall be made of at least flame-retardant materials.

**3.8 Props**, i.e., stage furnishings and scenes, must be made of at least normally flammable material. Flammable materials shall be kept as far away as possible from sources of ignition, spotlights or similar, or heaters to prevent these heat sources from setting fire to the materials.

**3.9** The Tenant shall immediately remove any **flammable packaging materials and waste** from the venue. No waste or residual combustible materials may under any circumstances be stored on or underneath stages or stands; waste will on request be removed at a charge (see price list) in mainzplus containers intended for the purpose. The Tenant shall be responsible for safely disposing of hazardous waste. Exhibitors shall dispose of waste at their own risk and expense unless they have requested disposal by the organiser or mainzplus. Packaging materials and waste shall not be stored in the hall during the event.

**3.10 Removal of unauthorised objects and materials:** Brought-in installations, equipment, props and decorations (materials) in the venue that have not been authorised or do not comply with these technical Safety Regulations shall not be set up in the venue and may need to be altered or removed at the cost of the Tenant. This also applies to substitution by the Landlord. Partial or complete closure of a booth may be ordered for cause, especially serious safety defects.

**3.11 The use of open fire, flammable liquids, gases or pyrotechnical devices, explosives or other dangerous substances is prohibited.** This shall not apply where the use of open fire, flammable liquids or gases, or pyrotechnical devices is essential to the nature of event, and the Tenant has consulted mainzplus and the fire services on the required fire safety measures in each individual case. The use of the pyrotechnical devices shall be approved by the authorities and monitored by a person authorised to do so according to German law on explosives. This person shall provide documentation of this authorisation and certificate of qualification. The use of candles and similar light sources for table decoration, or open fire for food preparation in designated kitchen facilities shall be permitted in consultation with mainzplus. Candles may be used if shielded by glass holders closed to the sides and base.

Spray guns and nitrocellulose lacquers are prohibited. Spirits and mineral oils such as petroleum and kerosene may not be used for cooking, heating, or other purposes in running the event.

**3.12 Laser systems, fog machines:** The intended operation of laser systems must be notified to mainzplus in good time before the event. When operating laser systems, the requirements of the Occupational Health and Safety Ordinance on Artificial Optical Radiation 2006/25 EG/ OStrV, DIN EN 60825-1, DIN EN 12254 and, in the case of show lasers, the requirements of DIN 56912 must be observed. The devices/systems of classes 3R, 3B or 4 must have been tested for safety by a laser safety officer or a publicly appointed and sworn expert before being put into operation. The notification must be accompanied by the written appointment of a laser safety officer who will be present on-site during operation. Permission from mainzplus is required for the use of fog machines in order to avoid false triggering of the fire alarm system.

**3.13 Abrasive cutting, hot work and work using a naked flame:** Welding, cutting, soldering, melting, and grinding are not permitted at the venue; exceptions may be granted subject to prior notification and consultation with mainzplus.

**3.14 Careful treatment of walls, ceilings, and floors:** Punching holes and hammering in nails, hooks or similar in flooring, walls and ceilings, countersinking screws or bolts, and placing damp or wet objects on parquet floors are not permitted. Escaping moisture shall be removed immediately. Refrigerators shall be set up on a waterproof base.

Heavy loads lifted materials and crates shall only be handled using carts or pallet jacks fitted with rubber tyres. Skid marks from rubber tyres shall be avoided. The maximum permissible floor load in the rooms shall be confirmed with mainzplus before moving heavy loads. The Tenant shall be responsible for observing and complying with maximum suspended and floor loads and shall be given this information on request from mainzplus.

**3.15 Carpets, flooring, adhesive materials:** Carpets, floor coverings and decoration materials laid directly onto the floor shall be laid in such a way as to prevent danger of slipping, tripping, or falling. Carpets and other floor coverings shall not protrude beyond booth boundaries. Adhesive carpet tiles shall not be used. Adhesive markings, carpet fixtures and similar may only be made using carpet tape that can be removed without trace; mainzplus shall impose a dirt surcharge on the Tenant for excessive dirt or adhesive materials that are difficult to remove. The Tenant shall remove all materials without trace. The same shall apply to substances such as oil, grease, paint and similar. The hall floors shall not be painted.

**3.16 Occupational health and safety:** All setting up and dismantling shall be performed in compliance with the applicable health, safety, and accident prevention regulations, especially DGUV-V 1 and V-DGUV 17. The Tenant and its contractors shall be responsible for observing health, safety, and accident prevention regulations, and in particular, the Tenant shall ensure that they do not endanger others present in the venue while setting up and dismantling. The Tenant shall ensure adequate coordination in scheduling works at the venue. If this should prove impossible, the Tenant shall temporarily stop work and report to mainzplus.

**3.17 Sound volume at musical events** The Tenant shall review the necessity of safeguards to prevent hearing damage to attendees in musical performances where high sound pressure levels (high volume) are anticipated. They shall take the necessary measures in their own responsibility. The Tenant shall ensure that guests and third parties do not sustain hearing damage during the event by imposing an appropriate limitation to the sound volume. DIN 15905, Part 5, Event technology – operating sound systems – states the general code of practice: *Measures to prevent the risk of hearing loss of the audience due to high sound pressure levels from electroacoustic sound systems.* The Tenant shall comply with the above. The Tenant shall provide enough ears plugs or other ear protection free of charge for attendees on request if possible, hearing damage due to the sound pressure level cannot be ruled out. A clear notification shall be posted at the entrance to the venue.

**3.18 Smoking ban:** Smoking is strictly forbidden within all halls, rooms, and exhibition booths; this also applies to electronic cigarettes. The smoking prohibition shall be observed and enforced by every tenant, and by every exhibitor at the booth at trade fairs and exhibitions.



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### III. FAIR AND EXHIBITION REGULATIONS

These Exhibition Regulations (hereinafter referred to as the "Exhibition Regulations") apply to conferences, trade fairs, exhibitions and congresses for which exhibition stands are generally set up as single storey (system) stands. The Exhibition Regulations shall be observed and implemented by the hirer and the exhibitors admitted by him. They are an integral part of the contract concluded between the Organiser and mainzplus CITYMARKETING GmbH, Mainz Congress Division (hereinafter referred to as mainzplus). The Organiser shall contractually oblige all exhibitors to apply these Exhibition Regulations and, in addition, the "Safety Regulations for Events" in a binding manner. It should be noted that the commissioning of an exhibition stand may be prohibited in whole or in part in the interests of all event participants if any safety deficiencies identified have not been rectified by the start of the event.

**1. Exhibitor's duty to ensure road safety:** Within the exhibition space provided to him, the exhibitor shall be responsible for the safety of all visitors entering his stand. He shall ensure the safe condition and operation of his exhibition stand and all equipment brought in. If the exhibitor entrusts the construction or dismantling of his stand to a stand construction company, he must ensure that the stand construction company fully implements these safety regulations. The exhibitor shall always remain responsible for compliance with the safety regulations vis-à-vis the organiser and mainzplus. In the event of violations of these regulations and in the event of violations of mandatory statutory safety regulations, the Organiser, mainzplus and the responsible authorities may order the closure of a stand and the cessation of construction and dismantling work.

**2. Setting up and dismantling:** All assembly and dismantling work may only be carried out within the framework of the applicable occupational health and safety regulations, trade regulations and regulations governing places of assembly. The exhibitor is responsible for observing the regulations. The exhibitor shall ensure that no mutual danger arises with other exhibitors and their service companies during the set-up and dismantling work. The exhibitor is responsible for coordinating the assembly and dismantling work on his stand. If it is possible that persons outside the stand may be endangered during assembly or dismantling, the exhibitor shall temporarily stop the work and report to the organiser. The organiser shall then ensure the necessary coordination of the work. After dismantling the stand, the original condition of the exhibition space provided shall be restored. Any damage caused by the exhibitor or his agents to the hall, its facilities or the outdoor facilities must be reported to mainzplus immediately. The exhibitor is liable for damage to ceilings, walls, the floor and installation equipment within the rented stand area, insofar as he has not notified mainzplus of the corresponding damage as existing prior damage at the start of the set-up.

**3. Vehicle access to halls, vehicle shows:** Cars and trucks are not permitted in the lobbies, halls, or other areas inside buildings; exemptions within narrow limits may only be granted by mainzplus. Forklifts, lifting trucks, mobile cranes and containers may only be used on the approval of mainzplus. Vehicles powered by combustion engines may only contain a maximum of one litre of fuel in the tank within the premises. The battery shall be disconnected, and the fuel tank topped up with an inert gas such as nitrogen or carbon dioxide and locked. Additional safety measures may be imposed in special cases.

**4. Booth areas:** The organiser shall mark the booth area as shown in the letter of confirmation on request from the exhibitor; booths shall be set up within the corresponding areas. The exhibitor shall tolerate minor deviations in booth dimensions as may result from different wall thicknesses in partition walls or similar. Pillars, wall projections, partitions, distribution, fire-extinguishing equipment, and other technical equipment are included within the allocated stand space, so only the area measurement shall apply to the location, position, dimensions, and any installations on the rented space. Claims against the organizer or mainzplus due to deviations from the booth confirmation shall not be entertained.

**5. Exhibition booths and special installations requiring approval:** Any exhibition booths exceeding 2.50m in height, mobile booths, or special installations or structures shall be presented to the organiser, and then to mainzplus for approval. This will usually involve submitting a test log or certification of stability for installation.

**6. Booth construction materials:** Materials that ignite easily, drip while burning, or liberate toxic gases shall not be used in booth construction. Special safety requirements may be placed on load-bearing structures in any individual case. DIN 4102 (behaviour in fire of construction materials or products) or EN 13501-1 shall be observed and complied with. Covers and anchoring mesh above booths are only permitted if they do not compromise automatic fire extinguishing equipment (sprinklers) and are therefore sprinkler compatible; this will usually involve VDS certification.

**7. Glass and acrylic glass:** Only laminated safety glass may be used. Edges of glass panes shall be chamfered or protected to avoid risk of injury. Plain glass construction components shall be marked at eye level. Glass structures shall comply with the technical regulations for the use of safety glazing (TRAV).

**8. Exits from booths with surrounding structures:** Booth areas with floor areas of more than 100 m<sup>2</sup> or capacity of more than a hundred persons or unclear layouts shall have at least two separate exits or rescue routes opposite each other. The distance walked from any point in the booth area to a hall exit must not exceed 20m.

**9. Platform railings and barriers:** Generally accessible areas adjoining other areas more than 0.20 m lower shall be protected by railings.

**10. Suspended items and structural modifications:** The hall, ceilings, and floors, as well as technical installations in the hall shall not be loaded by heavy stand installations, suspended items, or heavy exhibits weighing more than the permitted loads; mainzplus shall give the maximum allowable design loads to the exhibitor on request. Hall pillars and supports may be built around at up to the permitted height within the booth area without damage. Objects can only be suspended from the hall ceiling by mainzplus or specialised contractors using the appropriate equipment.

**11. Electrical installations and water connections:** Only mainzplus itself or authorised contractors familiar with the venue may make connections to the existing supply network. Having contractors approved by mainzplus perform the corresponding work within the booth is also recommended. The entire electrical equipment at the booth shall be designed and set up according to the latest safety regulations from the Association of German Electrical Engineers (VDE); VDE 0100, 0128 and ICE 60364-7-711 apply.

**12. Hotplates, spotlights, transformers:** All heat-generating or heat-emitting electrical devices shall be mounted or set up on non-combustible, heat-resistant, asbestos-free support structures as a special precaution against fire. Suitable gaps from combustible materials shall be kept corresponding to heat emissions generated. Lamps shall not be attached to decorations or similar. Electric cooking appliances and other fittings or installations that pose a risk if left operating unattended shall be switched off after the daily opening times. Provision of suitable fire extinguisher in good working order at the booth is recommended.

**13. Advertising materials and advertising:** No unauthorised advertising activities such as distributing brochures or posting advertising signs outside the exhibit booth shall be permitted.

**14. CE markings on products:** Products that do not have a CE compliance certificate or meet the requirements of German product safety law (ProdSG) §3 para. 5 shall only be displayed with a visible sign clearly indicating that the product does not meet these requirements and can only be purchased when it does. The necessary precautions shall be made in the form of barriers for the protection of persons in demonstrating these products.

**15. Sound and vision presentations:** Exhibitors shall only operate sound systems and provide audio visual performances on approval from the organiser or mainzplus and shall be submitted in writing. The noise level shall not exceed 60 dBA at musical performances. Repeated failure to comply with these regulations may lead to the power supply being cut at the exhibitor's booth regardless of loss of general power to the booth. Claims to compensation from the exhibitor for the resulting power supply direct outage or associated indirect damages shall not be

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entertained. The burden of proof for compliance with the regulations shall lie with the exhibitor.

**16. Waste containers, refuse disposal:** No recyclable and residual waste containers made of combustible materials may be placed on the stands. Containers for recyclable and residual materials on stands must be emptied regularly, at the latest every evening after the end of the fair. If larger quantities of combustible waste accumulate, they must be disposed of several times a day. The storage of empties, packaging and packing materials of any kind in the stand and outside the stand in the hall is prohibited. Empties, packaging and packing materials must be removed immediately.

## IV. Rules of the House

The house rules determine the rights and obligations of visitors during their stay on the premises and in the event rooms and areas of mainz**plus** CITYMARKETING GmbH (hereinafter referred to as place of assembly). The respective organiser and mainz**plus** CITYMARKETING GmbH as operator shall monitor compliance with the obligations towards the event visitors.

Only visitors with a valid admission ticket and guests of the organiser are permitted to stay in the place of assembly. Visitors must occupy the place indicated on the admission ticket for the respective event and use only the entrances provided for this purpose. Upon leaving the place of assembly, the admission ticket shall lose its validity.

All facilities of the place of assembly are to be used with **care and consideration**. Within the place of assembly, everyone must behave in such a way that no one else is harmed, endangered or - more than is unavoidable under the circumstances - obstructed or inconvenienced.

**Smoking is not permitted** throughout the venue; this also applies to **electronic cigarettes**. The relevant instructions shall be observed.

The premises, buildings and open areas **may be closed and evacuated** in the interests of safety. All persons present at the venue or on the grounds shall follow instructions immediately and leave the venue immediately after an evacuation order.

**Bags, containers, and clothing** such as coats, jackets and capes may be checked for their contents. Attendees that refuse consent for security staff or stewards to withhold objects potentially dangerous to the event or other attendees shall be excluded from the event. An excluded attendee shall have no claim to a refund of the admission fee. Bags and similar receptacles may be prohibited at an event depending on the type of event; the obligation to hand in corresponding personal items at the cloakroom always applies.

Persons obviously under the influence of **alcohol or narcotics** shall be excluded from the event and shall leave the venue.

The regulations according to German youth protection law shall apply. Exceptions shall only be made according to conditions explicitly stated on notices at the ticket office or entrance area.

### The following objects are forbidden:

- Weapons or dangerous objects as well as objects which, if thrown, could cause bodily harm to persons
- Gas spray bottles, corrosive or colouring substances or pressurised containers for highly flammable or harmful gases, with the exception of commercially available pocket lighters
- Containers made of brittle material or material likely to splinter if broken
- Fireworks, rockets, flares, smoke powder, flares, or other pyrotechnics
- Mechanically or electrically driven objects intended to cause noise
- Any food or drink brought into the venue
- Narcotics
- Animals (except for assistance animals)
- Racist, xenophobic, or extremist propaganda material
- Audio-visual recording equipment intended for commercial use unless corresponding approval has been granted by the event

organiser

**Portrait rights:** Right to one's own image: If photographs, film and/or video recordings are made in the place of assembly by employees of mainz**plus** CITYMARKETING GmbH, by the lessee/organiser or commissioned companies for reporting or advertising purposes, the recording activity must not be obstructed or impaired in any other way. **All persons entering or staying at the place of assembly shall be informed by these house rules that photographs, film and video recordings may be made in the place of assembly. Recordings of participants and visitors to events may be published without the consent of the person concerned in accordance with the provisions of § 23 of the Act on Copyright in Works of Fine Arts and Photography (KunstUrhG).**

**Sound volume at musical events** Visitors are advised that during music events, sound levels are reached in the audience area for prolonged periods of time which may contribute to the development of permanent hearing damage. To reduce the risk of damage, we particularly recommend the use of hearing protection. The organiser will provide earplugs to visitors on request.

**House bans** shall apply to all current and future events performed at mainz**plus** venues. A written appeal with justification shall be required to lift a house ban; a decision shall be reached within three months.

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mainz**plus** CITYMARKETING GmbH  
Division Mainz Congress  
Rheinstraße 66