

**General Terms and Conditions****§ 1 – General**

1. Arena Berlin Betriebs GmbH offers the ARENA HALLE, ARENA CLUB, GLASHAUS, MAGAZIN, BADESCHIFF and SONNENDECK (ESCOBAR) facilities located on the ARENA BERLIN site on Eichenstr. 4, 12435 Berlin for lease.
2. The Leases concluded with the Lessor concerning the lease of the respective areas are subject to these General Terms and Conditions. General terms and conditions of the Lessee that deviate from these General Terms and Conditions and that the Lessor has not expressly acknowledged in writing are not binding for the Lessor, even if the Lessor does not expressly contradict them verbally or in writing. These General Terms and Conditions apply to all agreements and contracts concluded during the course of ongoing business relations, regardless of whether they are expressly included herein.

**§ 2 – Lease**

1. No legal claim on subsequent conclusion of an agreement may be inferred from a verbal and/ or written reservation of a property for lease on a specific date and/ or verbal or written application for an option to lease on a specific date and/ or an application submitted for permission to lease the facilities. Options to lease the property on a specific date are non-binding and subject to change until the respective lease has been concluded.
2. A legally valid Lease representing the Lessee's right to use the facilities is only reached when a copy of the Lease signed by the Lessor and the Lessee has been received by either party. It also lists the rent and the incidental costs. Additional services booked prior to or during the event itself by the Lessee or the person in charge of the event will be invoiced separately. In the case that the event would otherwise be cancelled, e.g. due to a change in safety requirements, the Lessor reserves the right to provide corresponding services against payment, initiate the necessary steps respectively even without the consent of the Lessee or their designated event manager where a confirmation is not possible due to time constraints.
3. Prior to the delivery of the facilities the Lessor and the Lessee and the person designated by the Lessee to be in charge of the event will jointly inspect the facilities including its technical equipment, emergency exits and exit routes. Should the Lessor or his/ her designated person in charge of the event discover defects or damage to the venue, these shall be recorded in writing and the Lessor informed without delay.
4. By concluding the respective Lease, the Lessee acknowledges the provisions set forth in these General Terms and Conditions as an integral part of the Lease.
5. The Lessee is not permitted to sublease the leased property or allow a third party to use the leased property in any way that deviates from the concluded Lease without prior express written consent of the Lessor. If the Lessee subleases the leased property and/ or allows a third party to use the leased property in a manner that conflicts with the Lease, the Lessor is authorized to terminate the Lease without notice.
6. The Lessee agrees to clearly and visibly present his full business name and address on all advertising material for the event along with the description "Promoter". The Lessee's legal representatives are personally liable for any infringements. Advertising may only be posted on the leased property and its grounds with express prior written consent of the Lessor.
7. The Lessor is entitled to terminate this Lease for good cause without prior notice, in particular including but not limited to the event that
  - the agreed fees for use (rent/incidental expenses) are not paid on time;
  - the envisaged event gives reasonable cause to anticipate disruption of public safety and order or personal or property damage or violence;
  - following the conclusion of the Lease, the Lessor becomes aware of information based upon which, after careful reflection, weighing all circumstances, causes the Lessor to believe that the event the Lessee is planning may violate existing laws and/ or pose a risk to public order and safety and/ or justified concern exists that visitors, staff, passers-by or other persons may be harmed or the leased property damaged;
  - proof of the required applications and permits is not provided despite a reminder from the Lessor;
  - the Lessee is no longer solvent;
  - the Lessee changes the purpose of the event without the Lessor's consent;
  - use/ transfer/ sublease of the property takes place without prior express written consent of the Lessor. The termination for good cause must be in writing.Should the Lessor exercise his right to terminate the Lease for good cause without notice, the Lessee is neither entitled to claim compensation for damages nor to request reimbursement for incurred expenses or lost profits or claims of any other kind.
8. The list of reasons which entitle the Lessor to terminate the contract without notice is exemplary only and does not affect the Lessor's right to terminate without notice for other important reasons.
9. If the rental agreement ends due to termination for good cause without further notice by the lessor according to article 2 paragraph 7, the lessor retains the right to payment of the fees agreed upon with the contractual partner, however, it must be eligible to offset the amount saved in expenses as a result of the cancellation of the agreement or the amount which the lessor acquires or with malicious intent, refrains from acquiring by other lease of the contractual objects. In addition, the lessee shall bear all costs already incurred by the lessor until the termination without notice, in particular the services ordered by third parties for the event. The lessor expressly reserves the right to assert additional damages due to lost profits.
10. The Lessee affirms that the leased property shall be used for the purpose of the event only, other uses require prior approval. Events that discriminate any group of persons or have right-wing extremist and/ or racist and/ or sexist contents are not permitted under any circumstances. Also prohibited is the use of the event location for fire arms exhibitions or gambling centres. Any infringement of these restrictions entitle the Lessor to terminate without notice in accordance with §2 section 7. The Lessor can close the event immediately. For compensation for damages in the case of such termination the provisions of §2 section 9 shall apply.
11. The Lessor reserves the right to indicate the service positions for the police, the fire brigade and the medical service in the seating plans; the Lessor may not assign these positions otherwise.

**§ 3 – Force majeure**

1. If the contractually agreed event cannot take place due to force majeure the Parties will be relieved of their contractual obligations and each of the parties to the Lease will bear its own costs. The failure of individual artists to appear or the absence of one or more cooperation partners does not constitute force majeure or an inevitable circumstance.

**§ 4 – Liability**

1. The Lessee bears the full risk for the event or purpose that the property is leased for, including preparation and follow-up work.  
The Lessee is liable for all damages caused by the Lessee, the Lessee's representatives, employees, vicarious agents, or visitors of the event while using the leased property. In particular, the Lessee is responsible for damages to the leased property's buildings or inventory caused by putting up decorations or advertising materials, by bringing in foreign objects or changing the property's own furnishings and equipment and for damages resulting from negligent handling of water, gas and power lines as well as sanitary and heating systems. If due to violations against these terms and conditions, the provisions of the lease or any other contractual agreements between the Lessee and the Lessor fines or offences are imposed against the Lessor, its vicarious agents and executing aides, e.g. on the basis of section 32 paragraph 5 sentence 2 according to BetrVO (Betrieberhaftung / operator liability) then the Lessee shall be obliged to immediately accept responsibility and pay for the specified administrative offences and fines insofar as such imposition is based on the violation of duties for which the Lessee or the Lessee's vicarious agents and executing aides may be held responsible. The acceptance and obligation to indemnify shall also include those administrative fines that are imposed against the Lessor or against its vicarious agents or executing aides due to other regulations under public law, e.g. due to police regulations or official orders. The Lessor shall immediately pass on any and all instances of administrative offenses and administrative fines to the Lessee that fall within the Lessee's sphere of responsibility. The Lessee shall be entitled to require that Lessor appeals and brings action against the corresponding offenses and fines. In such a case the Lessee shall be completely responsible for the attendant costs of legal proceedings and insofar indemnify the Lessor in full.
2. The Lessee indemnifies and holds harmless the Lessor, Lessor's representatives, employees and vicarious agents of all liability claims resulting from the use of the leased property by the Lessee, the Lessee's representatives, employees, vicarious agents, or visitors of the event. As part of the internal relationship with the Lessor, the Lessee assumes

responsibility for keeping the entire leased property including all of the equipment brought by the Lessee onto the leased property in safe and proper working order. Insofar as security service has been hired in accordance with § 5.1.8 of the General Terms and Conditions, the security service will assume partial responsibility for the obligation to maintain safety. The Lessee indemnifies and holds harmless the Lessor and the Lessor's representatives, employees and vicarious agents of all claims made by third parties due to a breach of this obligation to maintain safety. The Lessor is only liable for breaches of this obligation to maintain safety to the extent that the condition of the leased property before it was transferred to the Lessee may be suspected as the cause for the breach. The Lessor is not liable for equipment failure resulting from operational disturbances or other events that may hinder or otherwise negatively impact the event.

3. The Lessee is liable for all personal and property damages, in particular those caused by the Lessee, the Promoter of the event held on the property, the Lessee's representatives, employees and vicarious agents, or visitors of the event or other third parties associated with the event and indemnifies and holds harmless the Lessor, the Lessor's representatives, employees and vicarious agents from all claims for damages that may be made in conjunction with the event.
4. The Lessee is obliged to acquire adequate insurance coverage for personal and property damage, which he must present to the Lessor without being solicited to do so. If, on request, proof is not submitted by three days before the event, the Lessor is authorized to conclude an insurance policy in the Lessee's name and at the Lessee's expense.
5. The Lessor does not assume any liability for property brought to or stored on the leased property by the Lessee, the Lessee's representatives, employees, vicarious agents, contract partners, visitors of the event or any other third party.
6. No contract of bailment is entered into by the parties. The Lessee is responsible for storing and safeguarding the leased property. The Lessor is thus indemnified and held harmless of any claims for compensation made by third parties.
7. The Lessor is only liable for equipment failure or operational disturbances or other events that negatively impact the event held on the property in cases of intent or gross negligence.
8. The aforementioned liability exclusions and restrictions shall not apply to injury to life, body or health.

#### **§ 5 – Terms and purpose of the Lease**

1. The Lessor only provides the Lessee the leased property for the contractually agreed purpose. The Lease refers exclusively to the leased property outlined in the Lease. The Lessee is authorized to bring any equipment required to fulfill the purpose of the contract and agrees to remove all of his own property brought onto the premises when the term of lease expires at its own expense. When the term of lease expires, the Lessee is obliged to return the leased property transferred to him free of damages. Any damages determined to be caused by the Lessee or the Lessee's representatives, employees, vicarious agents, or visitors of the event will be repaired by the Lessor at the Lessee's expense.
2. The Lessee agrees to use the leased property only for its officially approved purpose in line with applicable laws and regulations. The use of the leased property must not result in any unreasonable nuisance for the owners or parties authorized to use the neighboring properties. The Lessee must comply with the applicable regulations on noise emissions and the associated emissions guidelines.
3. The Lessee is responsible for ensuring that no damages or remaining materials are left behind following the event. Repairs and improvements will be carried out at the Lessee's expense.
4. The Lessee is responsible for running the event held on the property in an orderly, trouble-free manner. He is also responsible for meeting all required safety measures and ensuring that all of the regulatory authority and assembly requirements are met in their currently applicable versions. The Lessee is obliged to pay the cost for the medical and security professionals required for the number of visitors present at the event.
5. Decorations, advertisements and other constructions and installations must meet fire safety standards and, if required, building safety laws. They may only be brought onto the leased property with prior written consent of the Lessor. Nails, screws, rivets, staples, grommets, etc. for decorations must not be hammered or screwed into the floors, walls, ceilings or other furnishings. Hammering screws, nails or staples into the stage platforms is strictly prohibited (tape and other adhesive materials must be completely removed after use). The use of Gaffa/duct tape on the inside walls of the leased property is strictly prohibited. Stairs, hallways, emergency exits, emergency lighting, fire extinguishers and fire alarms must not be tampered with or removed. The exits must remain open during the event. Ground-level installation of cables or similar equipment through escape routes is strictly prohibited. Escape routes and access to fire extinguishers and fire alarms must be kept open and must not be removed, closed or tampered with in any way.
6. The Lessee is not entitled to take part in any decisions regarding to whom and for what purpose neighboring areas that are not part of the leased property are used at the same time as the Lessee's own event, including but not limited to how and when these areas and premises are prepared for other events. Access to these areas must be possible at all times (delivery and visitor traffic). The Lessee also has no claims to reductions or discounts to the agreed rent in the event that, after reaching a respective agreement, parts of the backstage or open areas are simultaneously used by third parties. The Lessee cannot claim any rights or objections in the event that other, including similar or identical events, take place simultaneously to the Lessee's event insofar as these do not impact his event in an unreasonably negative way.
7. The leased property will be opened and available for use by the public two hours before the event begins, provided no other arrangements are expressly specified in the Lease. The Lessee must provide the Lessor with binding notification of the opening time at least 48 hours before the event begins. The duration of the event is the period between the opening time and the time the leased property closes. The Lessee must ensure that the event ends at the time designated in the Lease and that the leased property is cleared. If the Lessee does not file any written complaints two hours before the event begins at the latest, the leased property and furnishings transferred for use are considered to be accepted in good condition.
8. The Lessor retains the right to access all leased areas at all times.
9. To the extent necessary, the Lessor's entire staff and all of the Lessor's representatives, employees and vicarious agents must always have access to the leased property. They must not be hindered in carrying out their required duties. All instructions provided by individuals hired by the Lessor must be followed.
10. The Lessee agrees to adhere to all building and official safety regulations as well as all applicable safety regulations in the leased properties. No suspended objects of any kind may be installed or flown (cross beams, PAs, etc.) without first consulting with the technical manager. Plans for all suspended objects including an exact description of the locations and weights must be presented to the Lessor four weeks before setup commences at the latest in order to ensure timely static acceptance testing.
11. The Lessor's technical equipment may only be operated by persons employed by or third parties hired by the Lessor. The Lessor assumes no liability for technical difficulties except in the event of intent or gross negligence on the part of the Lessor.
12. The Lessee is obliged to submit three copies of distribution plans for the construction of an exhibit in a timely manner, six weeks prior to the event at the latest. These plans must clearly show the hallways and their dimensions along with the partitions and exits. The doors, emergency exits, rescue and escape routes must not be obstructed or blocked in any way. Only flame retardant material may be used to construct the stands.
13. The Lessor may demand that the Lessee submit drafts of advertisements, posters and flyers for the event and prohibit the publication and/or distribution of these items if the Lessor has concerns that the design of the advertising material may damage the Lessor's reputation or the brand and/or copyright of a third party.
14. The preparation kitchen (catering area) backstage must receive a basic cleaning by the Lessee following the event. In particular the stove and refrigerators must be left clean and in proper working order. The Lessor may arrange to have the catering area and appliances cleaned at the Lessee's expense if the area is not left clean and in proper working order.
15. Emptying waste-holding tanks, performing oil changes or washing vehicles of any kind in the parking areas and open spaces is expressly prohibited. The Lessee is responsible for ensuring that these rules are adhered to. In cases of infringement, the Lessee will cover any damages and/or costs incurred by the Lessor.
16. The Lessee is responsible for meeting the following obligations at his own expense:
  - a) Obtaining official permits of all types.
  - b) Complying with all applicable laws, including copyright laws with regard to music, text, image and other rights for the work used in the event. Paying all associated fees (including, but not limited to Gema fees).
  - c) Observing all applicable law aiming at the protection of minors, and obtaining the required exception permits, and, if necessary, verifying proper accompaniment for individuals under 18 years of age.
  - d) Adhering to and enforcing the legally prescribed BAN ON SMOKING within the event venue and/or on the property, as applicable.
17. The Lessee requires express prior written consent from the Lessor for the following activities:
  - a) Use of pyrotechnics;
  - b) Commercial film, radio, television and tape recordings.

18. The Lessee is obliged to submit all information related to the event to the Lessor four weeks prior to the event date at the latest in order to ensure smooth preparation and operation. If the Lessee fails to meet this obligation and the Lessor is therefore no longer able to provide the required technical equipment and staff or no longer able to provide said resources at the originally offered prices, the Lessee is not entitled to assert any claims against the Lessor. The Lessor also is event organiser pursuant to § 32 V BetrVO.
19. The Lessor must be permitted to hire a photographer to photograph the event held on the property (with the exception of concerts). The photos may be used by the Lessor for presentation purposes online and offline.
20. At public events (concerts, dance events) it is prohibited to make use of glass bottles or serve drinks in glass. It is to use hard plastic cups. Because environmental reasons, disposable cups are undesired.
21. The Lessee assures the user of these terms to comply with the statutory provisions of the MiLoG (Law regulating a general minimum wage). He will pay all employed workers at least the applicable minimum wage. The Lessee indemnifies the user of these Terms from all claims out of the non-compliance with the mentioned law e.g. on supplementary payment of wages, additional payment of social security contributions as well as fines on first request. Obligatory documentation requirements must be complied with and shall be made available on request.
22. Escape and safety routes must be kept free at all times.

**§ 6 – Admission and Security Personnel**

The provisions of this paragraph only apply if the lease contract does not specify deviating regulations.

1. The Lessor shall book the admission and security service personnel required at the Lessee's expense.
2. The number of admission and security personnel will be determined according to the type of the event, the number of visitors, potential risks posed by the event and any additional requirements from the building authorities and the authorities responsible for public order.
3. The use of the contractual partner's own admission and security personnel, or personnel controlled by him, is only possible with the Lessor's written consent
4. The Lessor has the unlimited right to any time
  - reject the security service proposed by the Lessee and
  - stipulate a minimum number of admission and security personnel or to provide such at the organiser's / contractual partner's cost and expense.

**§ 7 – Fire Service and Medical Service**

1. Fire service and medical service will be notified prior to the event by the Lessor. The scope of these services (number of required persons) depends on the type of the event, the number of visitors, event-specific security regulations and the requirements stipulated by public authorities.
2. The costs incurred through the deployment, coordination, presence and use of fire service and medical service must be borne by the Lessee.

**§ 8 – Event Manager and Persons in Charge**

1. The Lessor shall designate a person as "event manager" during set-up and dismantling as well as during the event who will fulfil the obligations according to the regulations of § 32 paragraphs 1 to 4 BetrVO. Services commissioned or approved by this person shall be deemed ordered on behalf of the Lessee.
2. Pursuant to § 33 et seq. BetrVO the Lessor shall provide persons responsible for event technology and event technicians at the Lessee's expense unless otherwise determined in the lease contract.

**§ 9 – Secrecy**

1. The Lessee agrees to maintain secrecy with regard to any information revealed as a result of these General Terms and Conditions or the respective Lease. This also applies to the documents provided or created during the course of the cooperation.

**§ 10 – Form agreements**

1. Amendments and modifications to these General Terms and Conditions and the respective Lease must be made in writing. The Parties have not concluded any verbal side agreements. A waiver of the written form clause may only be made in writing.

**§ 11 – Applicable law and jurisdiction**

1. These General Terms and Conditions and the respective Lease as well as the rights and obligations resulting therefrom are exclusively subject to the laws of the Federal Republic of Germany with the exception of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
2. The exclusive place of jurisdiction for all legal disputes arising from these General Terms and Conditions and the respective Lease is Berlin, Germany.

**§ 12 – Severability clause**

1. If one of the provisions of these General Terms and Conditions or the respective Lease is or becomes invalid, this shall not affect the validity of the remaining provisions of these General Terms and Conditions or the respective Lease. In this case, both Parties agree to replace the invalid provision with a valid one that comes as close as possible to the intended economic purpose of the original provision.