

Terms and Conditions

Contents

§ 1 Scope	2
§2 Establishment of the Contractual Relationship, Contract Amendments, Reservations	2
§3 Handover, Careful Handling, Return	2
§4 Fees, Payments	2
§5 Advertising, admission tickets	3
§6 Public law regulations, permits, general safety	3
§7 Catering, commercial sales activities	4
§8 Mandatory service providers, service fees	4
§9 GEMA, GVL, artists' social security contributions	5
§10 Video surveillance, photography	5
§11 Tenant's obligations and liability insurance	5
§12 Landlord's liability disclaimer	5
§13 Visitor traffic	6
§14 Cancellation of the event, termination, cancellation policy	6
§15 Cancellation or termination of the event	7
§16 Rights of set-off and assignment	7
§17 Place of performance, venue, applicable law	8
§18 Final Provisions	8

§ 1 Scope

1. These General Terms and Conditions are a binding part of the contract concluded between the Lessor and the Lessee. Any additional or conflicting contractual terms of the Lessee (**hereinafter referred to as “Lessee” or “Organizer”**) shall only apply if the Lessor has expressly acknowledged them in writing. If agreements deviating from these General Terms and Conditions are made with the Organizer in the contract, such individual agreements shall always take precedence over the corresponding provisions within the General Terms and Conditions and within the safety and fire protection regulations.

§ 2 Formation of the Contractual Relationship with , Contract Amendments, Reservations

1. Contracts with the Lessor must be in writing and signed by both contracting parties to be valid.

2. If the Lessor sends an unsigned copy of a contract to the Lessee, the contract is not concluded until the Lessee signs the contract, returns it to the Lessor within the time limit specified in the contract, and subsequently receives a countersigned copy of the contract. The contract is concluded only upon the Lessor's return of the countersigned contract.

3. If additions or amendments to the contract are agreed upon during the performance of the contract, the written form requirement is deemed to have been met if the respective declaration is transmitted electronically via email and confirmed electronically by the other party.

4. Written reservations merely keep the option to conclude a contract open and do not constitute a lease agreement. Reservations are not transferable to third parties.

5. The repeated holding of an event or the repeated provision of rooms and spaces on specific dates does not establish any rights for the future.

6. Any change to the event title specified in the contract, the event period, the type of event, agreed-upon event content, the purpose of use, or a change in the contracting party (tenant), as well as any form of subletting, requires the prior written consent of the landlord. Consent may be denied without stating reasons. Consent is only possible if the Landlord's interests are not compromised, particularly with regard to existing or planned events.

7. The organizer is responsible for properly registering the event with all relevant authorities, as required,

the competent public order authority. The registration must be submitted in writing no later than four weeks before the event.

§ 3 Handover, Careful Use, and Return in Good Condition

1. If the tenant raises no objections upon taking over the rooms, areas, equipment, etc., they shall be deemed to have been accepted in perfect condition, provided there are no hidden defects. If the tenant reports existing damage to the landlord upon taking over the premises, such damage must be recorded in writing and will be taken into account accordingly upon return. Both parties may request the preparation of a written handover report at the time of handover. If the tenant discovers damage at a later date or if the tenant or their visitors cause damage, the tenant is obligated to report this to the landlord immediately.

2. Event rooms, spaces, facilities, and equipment must be returned in the condition in which they were found. All items, structures, and decorations brought in by the tenant for the event must be completely removed by the agreed-upon dismantling deadline, and the original condition must be restored. The rooms must be returned to the Lessor in a cleared-out condition or in the furnished condition in which they were found.

3. Any necessary repairs or new purchases required to restore the premises to their original condition as a result of the event shall be carried out at the tenant's expense by specialized companies or, in individual cases, by the landlord's staff against invoice. To the extent that basic cleaning is included in the usage fees, only special cleaning exceeding the usual level of soiling will be arranged at the tenant's expense and billed to the tenant based on time and materials.

4. A tacit extension of the contractual relationship in the event of late return is excluded. The provision of § 545 BGB does not apply. If the organizer fails to return the premises in a cleared condition by the agreed dismantling deadline, a surcharge of 25% of the agreed net rent (excluding utilities) will be charged for each hour or portion thereof. The Lessor reserves the right to assert claims for damages in such a case. The surcharge will be offset against the claims for damages.

planned operations

§ 4 Fees, Payments

1. Unless otherwise specified in the lease agreement, the following payments must be made to the Lessor's account:

- 100% of the room rent listed in the offer 14 calendar days after the contract is signed and the invoice is issued, but no later than 7 calendar days before the event begins

as well as

- 100% of all other items listed in the offer upon invoicing, no later than two weeks before the start of the event.

Where the rental agreement refers to "fees," it is hereby clarified that this refers to the room rental plus ancillary costs, as well as all flat rates and fees for additionally booked services.

2. Consumption- and usage-based fee components (utility costs, electricity, water, gas, cleaning, etc.) are generally calculated and billed as flat rates.

3. If the actual consumption (e.g., electricity consumption, cleaning costs, etc.) exceeds the calculated flat rates by a disproportionate amount and was not to be expected at this level, the Landlord reserves the right to issue a supplementary invoice in the amount of the actual consumption incurred, but at least €250.00 net.

4. The Lessor is entitled to charge advance payments in the amount of the agreed fees and the expected consumption- and usage-based fee components.

5. Depending on the type of event, the expected number of visitors, and potential safety and fire protection risks (particularly due to brought-in furnishings), structures, decorations, or effects, the tenant may incur usage-related costs due to the necessary presence of a fire safety guard, an event manager, medical personnel, admission and security staff, or technical specialists (see § 40 VStättVO).

6. Personnel costs incurred outside regular business hours (Monday through Friday from 8:00 a.m. to 6:00 p.m.) as well as on Saturdays and Sundays shall be borne by the tenant in addition to the rent and billed separately. The landlord shall invoice these costs on an hourly basis.

7. The tenant is aware that the entire Motorworld Metzingen premises are leased for various uses, in particular for the holding of concurrent events, including music and other cultural events, private parties, etc., as well as for the operation of so-called "permanent tenants," such as workshops, car dealerships, and parking areas. The organizer has been fully informed about the individual businesses and any potential disruptive effects on their own

. Disruptions to the tenant's sphere of use arising from the legitimate use by third parties therefore do not entitle the tenant to a reduction in rent or to any other claims against the landlord. It is explicitly noted that the organizer does not receive exclusivity regarding its use of the entire premises or the use of specific parking areas.

8. If agreed payments are not made on time prior to the event, the Lessor may refuse to hand over the rented premises. In this case, the Lessor is also entitled to withdraw from the contract and to claim damages for breach of contract.

§ 5 Advertising, , and Tickets

1. Advertising for the event and ticket sales for public events are the sole responsibility of the tenant. Except for conferences, the tenant must be named as the organizer on all printed materials, posters, admission tickets, and invitations.

2. The erection and posting of billboards or posters on the premises (on walls, columns, etc.) is permitted only by separate agreement with the Lessor. All approved posters and signs must be removed immediately after the event. The tenant bears the duty of care regarding all advertising measures installed by them on the premises of the rooms. This also includes the special duty of care in the event of storm-like wind conditions.

3. The tenant irrevocably indemnifies the landlord against all claims arising from the event or the advertising for the event infringing upon the rights of third parties (in particular copyrights, image and name rights, trademark rights, competition rights, and personality rights) or other legal provisions. The indemnification obligation also extends to any warning, court, and legal costs that may arise.

4. The Lessee has no right to demand that existing advertising of their own or permanent advertising by the Lessor's contractual partners be removed from or covered up on the premises and buildings of Motorworld Metzingen.

5. If the organizer uses the Lessor's logo, they must observe and comply with the guidelines set forth in the CI manual published by the Lessor (<https://motorworld.de/downloads/>).

6. For all public events (concerts, festivals, trade fairs, etc.), the Lessor is entitled to receive a quota of up to 25 admission tickets free of charge from the Organizer.

§ 6 Public Law Regulations, Permits, General Safety

1. The Lessee must obtain any public law permits that may be required for the purpose of the lease in consultation with the Lessor, at their own expense and risk, and must observe and comply with the conditions thereof. The tenant is responsible for independently determining the nature and scope of the permit requirements for their event. To ensure optimal communication, the permit documents must be reviewed by the landlord in advance and submitted to the relevant authority.

2. The tenant must comply with all rules of conduct arising from public law regulations governing the conduct of the event. The tenant is responsible for familiarizing themselves with the content of these regulations. This obligation applies in particular to the Assembly Venues Ordinance for events with more than 200 people, the provisions of restaurant law, the regulations of assembly law, and accident prevention regulations; furthermore, the tenant is also obligated to the landlord to pay all taxes, fees, and contributions for which the tenant is liable.

3. The landlord may require the tenant to provide proof of the issuance of necessary permits by submitting photocopies of the permit documents.

4. The tenant shall indemnify the landlord against all losses that may arise from the violation of public law regulations, from the failure to obtain necessary permits, or from the breach of permit conditions. The damages from which the landlord is to be indemnified also include sanctions that may be imposed against the landlord (fines, fees, and costs of administrative enforcement) and the costs of reasonable legal prosecution and defense, including attorneys' fees and court costs.

5. The booking of ushers and security personnel is the responsibility of the tenant. When determining the number of ushers and security personnel, the following parameters must be taken into account:

- a) Use of the allocated parking areas – booking of parking attendants is mandatory if 200 or more cars are expected or if 300 or more guests are expected
- b) Guidance from the parking lot to the respective rental space
- c) Access controls appropriate to the type of event
- d) A security concept appropriate to the type of event
- e) Exit routing in accordance with official regulations

§ 7 Catering, commercial sales activities

1. The Lessor reserves the right to provide catering services at public events. Catering services at public events by the Organizer are only

permitted with the Lessor's prior consent. A public event is defined as any event to which the public is granted access either free of charge or through the sale of admission tickets, such as concerts, exhibitions, trade fairs, lectures, etc.

2. Commercial activities that go beyond the immediate conduct of the event, in particular the sale of goods in front of or within the premises, require the prior written approval of the Lessor. The granting of approval may be made contingent upon the payment of a fee.

§ 8 Mandatory Service Providers, Service Fees ()

1. When renting the event halls (in particular G07 Schmiededom), the exclusive rigging partner (mandatory service provider) designated by the Lessor must be commissioned for technical installations in the hall ceiling area (installation of suspension points/loads) and their setup.

2. For conferences with up to 100 participants, the exclusive conference caterer designated by the Lessor (MotoBene) must be engaged for conference catering.

3. The Lessor has an extensive network of preferred partners from nearly all areas of event production. The Lessor is happy to make this network available to the Lessee in the form of a list of preferred partners.

4. If the tenant wishes to work with a company outside the Preferred Partner network in the areas of event catering, event technology, or furniture, the commission rates for the individual service providers amount to 12.5% of the respective total revenue generated by the external caterer, event technology provider, or furniture supplier.

5. The corresponding third-party trade revenues pursuant to Section 2 must be documented to the Lessor within two weeks of the end of the event without being requested to do so. If the tenant fails to comply with this obligation, the landlord reserves the right to estimate the corresponding revenues at its reasonable discretion based on comparable or similar reference events and to use this figure, plus a 50% late fee, as the basis for its final settlement.

6. If the tenant provides catering services in whole or in part on their own, or receives them free of charge or at a significantly reduced rate, the amount of the service fee is determined based on the type of event, but is normally at least €5.00 per person plus VAT for beverage service and €15.00 per person plus VAT for full catering.

§ 9 GEMA, GVL, Artists' Social Security Contribution

1. The timely registration and payment of fees for the performance or reproduction of works protected by neighboring rights with GEMA (Society for Musical Performing and Mechanical Reproduction Rights) – or with GVL (Society for the Administration of Neighboring Rights, LLC) – are the sole obligations of the tenant. The Landlord may, in a timely manner prior to the event, require the Organizer to provide written proof of the event's registration with GEMA or GVL, written proof of invoicing by GEMA or GVL, or written proof of the invoice issued by GEMA or GVL. If the tenant is unwilling or unable to provide proof of payment of the fees, the landlord may require the tenant to provide a security deposit in the amount of the anticipated GEMA or GVL fees in a timely manner, no later than 14 days prior to the event.

2. The tenant must fulfill all obligations under the Artists' Social Insurance Act. The tenant hereby indemnifies the landlord against all claims in this regard.

§ 10 Video Surveillance, Photography

1. In the interest of the security of the entire facility, the tenant agrees to comprehensive video surveillance of the premises, including its indoor and outdoor areas, and will inform their customers of this in an appropriate manner. The landlord is under no obligation to provide video surveillance.

2. The Landlord reserves the right to take photographs of structures erected on the premises and in the event rooms for internal documentation purposes, provided that no guests, participants, or other persons are recognizable in these photographs. The Tenant is free to object to this provision for a valid reason (e.g., in the case of special structures subject to a confidentiality obligation). Photos in which people are depicted are excluded from this provision.

§ 11 Obligations and Liability of the Tenant, Insurance, and “ ”

1. The tenant is responsible for ensuring public safety within the premises for all equipment and structures brought in by the tenant, as well as for the safe conduct of the tenant's event.

2. The tenant's liability also includes damages resulting from the inability of third-party events to take place or to proceed as planned, damages caused by riots, demonstrations, or panic instigated within the tenant's sphere of influence, damages caused by fire, as well as damages arising from event-related risks. This does not apply if the tenant is not at fault for the breach of duty.

3. The tenant shall indemnify the landlord against all justified claims by third parties asserted in connection with the event due to damages, to the extent that such claims are attributable to the tenant, the tenant's agents or vicarious agents, the tenant's guests, or event attendees.

4. The Lessor's liability to ensure the safe structural condition of the premises pursuant to § 836 BGB remains unaffected.

5. The tenant shall be liable in accordance with statutory provisions for liability damages (personal injury, property damage, and financial loss) caused in connection with the event and, in particular, in or to the premises by the tenant himself, his agents and vicarious agents, his guests, event participants or visitors, employees, or other third parties within his sphere of influence.

6. The tenant is obligated, in the case of commercial events or events with more than 200 people, to take out event liability insurance with coverage for personal injury and property damage in the amount of at least 5 million euros (five million euros) as well as 500,000 euros (five hundred thousand euros) for financial losses, and to provide proof of such coverage to the Landlord upon request. The purchase of this insurance does not limit the Tenant's liability in terms of amount.

7. It is the responsibility of organizers of private events with fewer than 200 people to obtain adequate insurance for the liability cases described herein in connection with the event or the use of the premises. The Lessor is entitled to request proof of such insurance.

8. The tenant agrees to use the premises exclusively for the agreed-upon purpose, and in particular not for objectionable purposes. In the event of a breach of this obligation, the tenant shall owe the landlord a contractual penalty in an appropriate amount, which may be reviewed by the competent court in the event of a dispute. The Landlord's right to terminate the contract for cause and the Tenant's claims for damages remain unaffected. The contractual penalty shall be offset against the claim for damages.

§ 12 Landlord's Liability, Exclusion of Liability Under the German Civil Code ()

1. The landlord's strict liability for damages arising from initial defects (§ 536a(1) BGB) in the premises and their fixtures is excluded. The tenant's claim for a reduction in rent due to defects is excluded, unless the defect is apparent and the tenant has notified the landlord of it in writing during the term of the lease of the venue. The right to reclaim overpaid amounts pursuant to § 812 BGB remains unaffected.

2. The Lessor assumes no liability for the loss of items, furnishings, fixtures, or other valuables brought in by the Lessee, unless a paid or special custody agreement has been entered into.

3. The Lessor's liability for simple negligence is excluded, provided that no material contractual obligations have been breached.

4. In the event of a breach of material contractual obligations (cardinal obligations), the Landlord's liability for damages in cases of simple negligence is limited to the foreseeable, contract-typical, direct average damage typical of the agreement. Cardinal obligations are those obligations whose fulfillment is essential for the proper performance of the contract and on whose compliance the contracting party regularly relies and is entitled to rely, i.e., the essential main contractual obligations.

5. To the extent that liability is excluded or limited under the provisions of these General Terms and Conditions, this also applies to the Lessor's agents and vicarious agents.

6. All exclusions and limitations of liability in these General Terms and Conditions apply only to the extent that the Lessor, its legal representative, or its vicarious agents did not cause the damage through gross negligence or intentionally, and provided that there is no injury to life, limb, or health.

7. The Lessee is solely responsible for the content of the event. The Lessor cannot be held liable for this.

§ 13 Visitor Traffic

Visitor traffic is permitted exclusively in areas and rooms designated for the event. For safety reasons, the closure of buildings, rooms, and areas, as well as their evacuation, may be ordered at any time. All persons present inside buildings or on the premises must comply with such requests immediately.

All facilities in event areas must be used with care and respect. Smoking is strictly prohibited in all buildings.

The landlord and the tenant are entitled to restrict access for visitors and participants at events. Access for visitors to public events is generally permitted only upon presentation of an admission ticket. For events with free admission, the number of visitors is limited based on the visitor capacity approved under building regulations. The instructions of the designated admission and security staff must be followed without exception. This staff exercises the right of ownership regarding admission and within the venue.

Bags, containers, and clothing may be inspected for their contents upon entry, particularly at public events or those with high attendance.

Visitors who do not consent to the relevant security checks may be barred from the event. Visitors who are turned away are not entitled to a refund of any admission fee paid. Due to the nature of the event, visitors may be prohibited from bringing bags or similar containers into the venue.

The following items are not permitted:

- Containers made of breakable or shattering material
- Mechanically and electrically operated noise-making devices
- Fireworks, rockets, Bengal lights, smoke powder, sparklers, flares, and other pyrotechnic items,
- Audio or video recording devices for commercial use without the prior express permission of the organizer,
- Weapons, including "self-defense weapons" as defined in § 17a of the Assembly Act, as well as corrosive or staining substances and hazardous materials of any kind,
- Racist, xenophobic, and radical propaganda material
- Animals

§ 14 Cancellation of the Event, Termination, Cancellation Conditions

1. If the Lessee fails to hold the event at the agreed time for a reason for which the Lessor is not responsible, the Lessee is nevertheless obligated to pay the agreed fee (room rental including all other items in the offer) in full.

2. If the Lessee terminates the contract without having a statutory or contractual right of termination or withdrawal, the Lessee is obligated to pay compensation for loss of use based on the agreed fee as well as all costs incurred by the Lessor up to that point.

The amount of the compensation for loss of use in the event of termination to the landlord is

- a) up to 12 months before the start of the lease: 25%,
- b) up to 9 months before the start of the lease: 40%,
- c) up to 6 months before the start of the lease: 60%,
- d) up to 3 months before the start of the lease: 75%,
- e) thereafter 100% of the agreed fee.

Notice of termination or withdrawal must be in writing and must be received by the landlord within the specified time limits.

3. If the landlord has incurred damages, whether pursuant to Section 1 or 2 above, the landlord is entitled to additionally itemize such damages in the corresponding amount and demand reimbursement from the tenant.

The tenant remains free to prove that no damage or significantly less damage has been incurred, or that the costs are lower than the claimed compensation for loss of use.

4. If the lessor succeeds in making the premises available to a third party for a fee on an available date, the Landlord's claims under sections 1–3 above shall remain in effect even if the transfer to a third party would have been possible on a different event date or if the transfer to a third party were to take place on terms more favorable to the Landlord.

5. The Lessor is entitled to terminate the contract for cause or to withdraw from the contract in the event of a breach of material contractual obligations, in particular if:

- a) the payments to be made by the Lessee (fees, security deposit) are not made or are not made on time,
- b) the type of event specified in the contract or the agreed-upon event content is changed without the Lessor's consent,
- c) the tenant transfers the premises to a third party as a tenant, whether for free or for a fee, without the landlord's consent,
- d) the permits and/or official authorizations required for holding the event are not granted to the tenant,
- e) the tenant violates legal regulations on the landlord's premises,
- f) proof of the contractually required liability insurance (see §9, item 6) is not provided upon request,
- g) the tenant concealed at the time of contract conclusion that the event is a political or (pseudo-)religious event.

Prior to declaring termination or withdrawal, the Lessor is obligated to set a deadline for the Lessee with a threat of refusal, provided that the organizer, taking into account the overall circumstances, is in a position to immediately remedy the grounds justifying withdrawal or extraordinary termination.

If the Lessor exercises the rights specified above, it retains the right to full payment of all contractually agreed fees.

§ 15 Cancellation or Termination of the “ ” Event

1. In the event of a cancellation or termination of the event that is directly or indirectly caused by the event or its content, or that occurs due to other circumstances attributable to the tenant's sphere of risk, the lessor retains the right to full payment of all contractually agreed fees.

2. Circumstances attributable to the tenant's sphere of risk include, for example, the discovery of suspicious objects at the venue from the time of handover, or threats of attacks or demonstrations related to the event's content.

3. If the cancellation or termination of an event is attributable neither to the lessor's sphere of risk nor to the lessee's, the parties are no longer bound by their contractual obligations, and all mutual claims and rights of the parties are excluded. In this case, if the event is canceled, any fees already paid to the organizer must be refunded. In the event of the event's termination, the Lessor retains the right to payment of the contractually agreed fees to the extent that the leased property was made available for use; the claim shall be calculated on a pro-rata basis, if applicable.

4. In particular, the cancellation or interruption of an event is not attributable to the sphere of risk of either the lessor or the lessee if it is due to force majeure and cannot be insured by the lessee, e.g., through event liability insurance. Force majeure is defined as an external, unforeseeable event that cannot be averted even with the utmost reasonable care, in particular a threat of terrorist attacks or other serious threat scenarios not related to the event.

5. The absence of individual artists or speakers, the late arrival of one or more participants, or bad weather—including ice, snow, and other weather events, with the exception of flooding in the vicinity of the premises—do not constitute cases of “force majeure” within the meaning of these Event Terms and Conditions. The foreseeable risk that the event or the legal or actual usability of the rental property is impaired or precluded due to general decrees, ordinances, and laws or actual circumstances related to pandemics and epidemics shall be borne by the Lessee.

6. If the Lessor has incurred damages, it is entitled to additionally itemize the damages in the corresponding amount and demand compensation from the Lessee. The Lessee remains free to prove that no damages or significantly lower damages have been incurred, or that the expenses are lower than the claimed compensation for loss of use.

7. The organizer is advised to take out appropriate cancellation insurance for their event if they wish to adequately cover the associated financial risks.

§ 16 Rights of Set-off and Retention, Assignment

The Lessee shall only be entitled to rights of set-off and retention against the Lessor if the Lessee's counterclaims have been legally established, are undisputed, or have been acknowledged by the Lessor.

The Lessee is not entitled to assign claims arising from this agreement without the Lessor's prior consent.

§ 17 Place of Performance, Jurisdiction, Applicable Law ()

1. The place of performance and venue for all claims arising from the contractual relationship is Metzingen. The law of the Federal Republic of Germany applies.

2. If the organizer is a business entity or does not have a general place of jurisdiction in the Federal Republic of Germany, Metzingen is agreed as the place of jurisdiction for all disputes arising from or in connection with this contract.

§ 18 Final Provisions

Should individual provisions of this contract be or become wholly or partially invalid or unenforceable, the validity of the remaining provisions of this contract shall remain unaffected. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision that most closely approximates the economic objective pursued by the contracting parties with the invalid or unenforceable provision. This applies mutatis mutandis in the event that the contract proves to be incomplete.

MW Metzingen Betriebs GmbH

Property Address:

Alte Schmiede 1-12, 72555 Metzingen

Ulm Local Court, HRB 734246

Registered office:

Ferdinand-Dünkel-Str. 5, D-88433 Schemmerhofen Managing

Director: Micha Patrick Hagel

VAT ID No. DE 309754238