

# Conditions for hire of BKV – Bäder- und Kurverwaltung Baden-Württemberg

## § 1 Reservation, hiring and concluding the contract

The landlord's offer submitted in the form of this hiring agreement becomes null and void unless a copy of the hiring agreement has been endorsed with the tenant's legal signature and returned to the landlord at the latest within 3 weeks of the offer date.

Hiring a function room only becomes legally effective when the landlord has received the hiring agreement endorsed by the tenant.

The hiring agreement does not result in any corporate relationship between landlord and tenant.

## § 2 Subject of the hiring agreement

The listed premises are made available to the tenant in the form and fixtures known to him and in proper condition for the agreed function purpose and for the duration of the hiring period. If the tenant makes no complaints on taking over the hired rooms, the hired object is considered to have been taken over in perfect condition. No subsequent complaints can be asserted.

## § 3 Hire

The agreed hire and attendant costs are based on the enclosed price lists, which are an essential part of this agreement. These are subject to increases in costs.

The total invoice amount is due for payment by bank transfer to the landlord at the latest 3 weeks after the invoice date, without any deductions.

In individual cases, the landlord can make conclusion of the hiring agreement conditional on advance payment of the invoice amount or a partial amount.

If the tenant withdraws from the hiring agreement up to six months before the hiring period begins, the landlord can claim the following flat-rate compensation:

- a) for the Benazetsaal: 20% of the room costs
- b) for meeting rooms and public rooms: 10% of the room costs but at least €80 in each case.

In all other cases, the landlord is entitled to claim the full room costs. If it is possible to hire out the premises elsewhere in individual cases, then the compensation is subject to a separate agreement.

## § 4 Preparing the event

The tenant is obliged to submit a programme of the intended event to the landlord in plenty of time, at the latest four weeks before the event, and to discuss the whole procedure with the landlord.

Any deviations between the submitted programme and the designation of the event contained in the hiring agreement entitles the landlord to withdraw from the hiring agreement. This also applies to subsequent changes in the programme unless these have been approved explicitly by the landlord.

The tenant shall inform the landlord immediately of any intended changes in the programme. No consent is given to changes in the programme which are not submitted in good time and to major changes in the event.

## § 5 Liability

The tenant bears the entire risk of the event, including its preparation, handling and all follow-up activities.

The tenant bears unlimited liability according to the statutory provisions and contractual agreements for injuries to persons and damage to property, including any collateral damage caused during the preparation, execution and winding up of the event by the tenant, persons authorised by him, his visitors and any other third parties. He shall indemnify the landlord from all claims for damages which can be asserted in the context of the event.

The landlord does not assume any liability for items introduced to the premises by the tenant, his staff and suppliers. The tenant is obliged to clear the hired premises after the end of the hiring period and to restore the corresponding fixtures to their original condition. Any items introduced to the premises must be removed completely, unless agreed otherwise. If necessary, they can be removed by the landlord at the tenant's expense and taken into storage by a forwarding agent at the tenant's costs.

Any damage to the hired premises must be repaired by the tenant within the period set by the landlord. If the tenant fails to fulfil this obligation in time, the landlord is entitled to have the necessary work carried out at the tenant's costs. If such damage or its necessary repairs prevent the function rooms from being hired out again, the tenant is liable for the resulting loss in hire.

The landlord is only liable for damage resulting from faulty quality of the hired premises and the hired fittings or culpable violation of the obligations assumed by the landlord.

The landlord is not liable for the failure of any fixtures in the case of disruption of operations or other events impairing the event. This applies in particular also to the landlord's mediating activities for ancillary and accompanying programmes.

## § 6 Withdrawing from the hiring agreement

The landlord is entitled to withdraw from the agreement or to terminate the agreement without notice if

- a) the tenant fails to fulfil his payment obligations according to § 3 paragraph 3 or contravenes the provisions of this agreement,
- b) the intended event can be expected to cause a disturbance to public safety and order or damage the reputation of the city, or the event violates currently valid legislation,
- c) the hired premises cannot be made available because of an Act of God,
- d) the official permits or licences necessary according to § 9 paragraph 2 have not been obtained.
- e) The landlord shall inform the tenant in writing of his withdrawal from the agreement and termination without notice.

If the landlord makes use of his right of withdrawal, the tenant cannot claim compensation for either his expenditure or his lost profit. If the landlord has paid advance costs for the tenant which were to be reimbursed according to the agreement, then the tenant is certainly obliged to reimburse these advance costs for the landlord.

If the contractually stipulated event cannot take place because of an Act of God, then each contracting partner bears his own costs incurred up to that point in time.

If the landlord has paid advance costs for the tenant which were to be reimbursed according to the agreement, then the tenant is certainly obliged to reimburse these advance costs for the landlord. The cancellation of individual artists or the failure of one or several participants to appear on time does not constitute an Act of God. If for any reason for which the landlord is not responsible, the tenant does not hold the event or withdraws from or terminates the hiring agreement, he is obliged to pay the hire in accordance with § 3.

## § 7 Rules of the house

The tenant may only use the hired premises, the fixtures and all technical facilities for the agreed event. He is obliged to treat such items with all due care and respect.

The tenant must always comply with the instructions given by the landlord's staff in preparing and running the event. Otherwise reference is made to the RULES OF THE HOUSE which are clearly on display in the Kurhaus foyer.

## § 8 Owner's rights

The staff authorised by the landlord exercise the owner's rights vis-à-vis the tenant and visitors in the hired premises. This does not affect the tenant's rights vis-à-vis visitors according to the Law on Assembly.

Access to the hired premises must be granted at all times to the landlord's staff, the police, the fire brigade and the supervisory authorities.

## § 9 Complying with and heeding statutory regulations

All regulations issued by the police, fire brigade and the public order authorities for the function facilities must be heeded exactly. This applies not only to the event itself but also to the installation and dismantling days.

The tenant shall obtain any necessary official permits or licences etc. from the authorities for the events at his own costs.

The landlord shall apply for the fire brigade to be made available and for closing time to be postponed at the tenant's expense. Reference is made to the confirmation of costs respectively the correspondingly valid price lists.

## § 10 Admission and security staff

Admission and security staff are necessary for the Kurhaus. They are provided only by the landlord, and can be made available in the other function rooms and premises.

The costs stipulated for the admission and security staff are based on the correspondingly valid price lists.

## § 11 Catering

Catering for events in all hired rooms is in the hands of the KURHAUSGASTRONOMIE (catering service). No food and drinks may be brought into and consumed on the premises.

The sale or free distribution of food and drinks is not permitted.

## § 12 Ticket and programme sales

The existing facilities are to be used for the sale of entrance tickets and event programmes, complying with the locations in the hired premises indicated by the landlord's authorised staff.

Entrance tickets shall be printed according to the seating plan approved by the building inspection department and must be coordinated with the landlord in advance.

Tickets for the staff seats indicated in the seating plan and 10 complimentary tickets are to be taken from the set of tickets and made available to the landlord unsolicited before ticket sales begin.

## § 13 Doing business on the premises

The tenant is not allowed to order any kinds of business activities (photographers, flower sellers, showmen etc.) of any kind to his event without obtaining prior written consent from the landlord.

If the landlord has given consent, a percentage of the sales proceeds which shall be stipulated separately must be paid to the leaseholders or landlord.

Subletting of the hired premises requires consent from the landlord in each individual case.

## § 14 Subsidiary agreements and place of jurisdiction

Any further subsidiary agreements, amendments and addenda must be made in writing.

Baden-Baden is the place of fulfilment and sole place of jurisdiction for all disputes between the parties.