

Große Orangerie

SCHLOSS CHARLOTTENBURG

General Terms and Conditions for the Rental of Meeting Locations

I - General

1. The Orangerie Berlin GmbH (referred to in the following as Lessor) rents the Great Orangerie Charlottenburg Palace and the Langhans Halls Charlottenburg Palace with a maximum capacity of 1000 people (rental property). The following spaces and rooms are also rented: The Charlottenburg Palace Square, The Charlottenburg Palace Chapel and the White Hall in the new wing of the Charlottenburg Palace.
2. These general terms and conditions form the basis of all contracts concluded with the Lessor, regardless of which kind. The deviating conditions of the Lessee that the Lessor does not recognize expressly in writing are non-binding for the Lessor, even if the Lessor does not expressly object in writing or verbally. Within the scope of an ongoing business relationship, these general terms and conditions are considered as accepted for each individual contract, even without each respective express inclusion.

II – Rental and Prices

1. A legal right to a later contract conclusion cannot be derived from a verbal and/or written reservation of a rental property for a specific date and/or a verbal or written proposal for date options and/or from a submitted proposal for the granting of a rental property. Date options are subject to change and non-binding.
2. A legally effective contract with a claim to utilization by the Lessee may only first come into effect through the submission of a rental contract that is signed by the Lessor and the Lessee.
3. With conclusion of the respective rental contract, the Lessee recognizes the provisions of these General Terms and Conditions as a part of the contract.
4. The Lessor is obligated to produce the promised services ordered by the Lessee.
5. The Lessee is obligated to pay the Lessor for this and for any additional services taken up at the agreed or usual prices. This is also valid for any services or expenses incurred on behalf of the Lessee that the Lessor has organized with a third party and also with particular regard to claims asserted by copyright collection societies.
6. The agreed prices include the respective legal value added tax. If the period between the contract conclusion and the event exceeds four months and there are general increases in the price calculated by the Lessor for such services, then the contractually agreed price may be reasonably increased, but only to a maximum amount of 5%.
7. The invoices of the Lessor without a due date are payable without reduction within 10 days from receipt of the invoice. The Lessor is entitled to declare their accrued receivables to be due at any time and to require immediate payment thereof. With payment default, the Lessor is entitled to demand the respectively applicable legal default interest in the current amount of 8% or in legal transactions in which a consumer is involved, in the amount of 5% above the base interest rate. The Lessor reserves the right to substantiation of damage.
8. The Lessor is entitled at any time to require an adequate payment in advance. The amount of the payment in advance and the payment schedule may be agreed in writing within the contract.
9. The Lessee may only set-off or reduce a claim by the Lessor with an indisputable or legally ascertained counterclaim.
10. A use by third parties that deviates from the concluded rental contract and/or a subleasing is only permitted to the Lessee with the advance and expressly written permission of the Lessor. Should a transfer to a third party and/or a subleasing occur in contradiction to this agreement, the Lessor is entitled to an extraordinary termination of the rental contract without notice.
11. The Lessee commits to the Lessor to clearly and obviously state their name, the complete company name and address and to place and designate the name "Organizer" in the advertising for the event.

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The bodies of the Lessee bear personal liability for an infringement.

12. With advertising measures, the Lessee must consider the stipulated suppliers of the Lessor. The advertising measures that are visible within the rental property and in the area of the rental property may only be appropriated with the express written approval of the Lessor.
13. The Lessor is entitled to pronounce a termination of contract without notice for exceptional cause, particularly when:
 - The agreed remuneration for the utilization is not paid on time;
 - The intended event or the preparatory measures serving this purpose will lead to disruptions in safety and order or a damage to the reputation of the city of Berlin and/or with consideration of all circumstances, the Lessor has concerns that a legitimate cause particularly exists when the threat of violence in any form is to be expected in connection with the event and/or before or after the event;
 - After conclusion of the rental contract, the Lessor acquires knowledge from which, with a reasonable approach and under consideration of all circumstances, there is cause for concern that the event planned by the Lessee will run contrary to existing laws and/or represents the threat of a disturbance in the public order and safety and/or a legitimate concern also exists that visitors, staff members, passersby or others could be harmed or the rental property damaged;
 - The proof of the legally necessary registrations or the approvals is not produced;
 - Insolvency proceedings have been initiated against the Lessee's assets or insolvency proceedings have been rejected on the grounds of a lack of assets;
 - The solvency of the Lessee no longer exists, particularly if there are credit note and check complaints lodged against the Lessee;
 - A utilization/transfer/subleasing to a third party ensues without the previous express written approval of the Lessor;
 - The termination without notice is indicated to the Lessee in writing. If the Lessor exercises their right of termination without notice, the Lessee is neither entitled to damages nor to a reimbursement of their expenses or their loss of profit or other claims in any form whatsoever;
 - This listing of the reasons for which the Lessor is entitled to the termination of the contractual relationship without notice is only exemplary and does not affect the right of the Lessor to termination without notice for other exceptional causes;
 - The rental relationship ends with the termination without notice for exceptional cause by the Lessor; the Lessee will bear liability for the damage that the Lessor suffers through the fact that the rented rooms could not be otherwise rented during the contractually intended rental time or are rented for a lower rent. §4 Paragraph 2 of the Contract of Use is valid here. In addition, the Lessee further bears all expenses accrued by the Lessor up to the termination with notice. The assertion of further damage remains expressly reserved to the Lessor;

III – Terms of Use

1. The Lessor provides the rooms entrusted to the Lessee only for the contractually agreed purpose. The rental relationship exclusively refers to the rooms stated in the contract.
2. The Lessee is entitled to bring in equipment at their own expense that is necessary for the realization of the contract purpose and is obligated to the complete removal of all objects brought in at the end of the rental period. The Lessee is obligated to return the entrusted rental property free of damage at the time of the termination of the rental relationship. Ascertained

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damage caused by the Lessee or their visitors is to be repaired by the Lessor at the expense of the Lessee.

3. The Lessee is responsible for the fact that no damage occurs or detritus remains. Repairs are carried out at their expense.
4. The Lessee bears the responsibility for the orderly and trouble-free functioning of their event. They must take all necessary safety measures as well as observe the legal provisions of the regulatory authorities and lawful assembly in their respectively valid versions. The Lessee undertakes to provide a sufficient amount of sanitation services and fire safety technicians according to the number of visitors.
5. Decorations, advertisements and other superstructures and installations brought in by the Lessee must correspond to the fire safety conditions and insofar as it is necessary, the official building code provisions. They may only be introduced with the approval of the Lessor. Nails, screws, rivets, staples, eye-bolts, etc. may not be driven or screwed into the flooring, walls, ceilings or furnishings for the mounting of decorations. The driving or screwing in of screws, nails or staples into the stage panels is hereby expressly prohibited (tape and other affixing materials are to be completely removed after use). The use of gaffer/duct tape on the internal walls of the rental properties is prohibited.
6. Stairs, corridors, emergency exits, emergency lighting, firefighting equipment and fire alarms may not be moved or obstructed. The exits must be unlocked during the event. The laying of cables on ground level or similarly through escape routes is forbidden.
7. The Lessee has no right of involvement as to whom and for which purpose the areas that are not the rental property are utilized at the same time and in particular, also with regard to how and when these rooms and areas are prepared for other events.
8. The period of time between the opening and closing of the room utilized is valid as the event duration. The Lessee must take care that the event is finished at the time stated in the Contract of Use and that the rooms utilized are vacated. If no objections are raised by the Lessee in writing at the latest 2 hours before the event beginning, the rooms entrusted for use and its furnishings are considered to be turned over to the Lessee in an orderly condition.
9. The property rights remain with the Lessor at all times.
10. Access to the rooms entrusted for utilization is to be permitted to the representatives of the Lessor at any time.
11. The Lessee commits their self to adhering to the structural requirements and all official safety provisions as well as the legal industrial safety provisions while in the rental property. No objects may be hung from the ceiling in the rental property.
12. For the structural furnishing of an exhibition, the Lessee must submit prepared allocation plans in triplicate in a timely manner and at the latest, 6 weeks before the event. The aisles and their dimensions, movable walls and exits must be clearly evident from these plans. The doors, emergency exits and escape routes may not be obstructed or be blocked. With an exceeding of the submission deadline, §2 Item 6 comes into force.
13. Only flame-retardant materials may be used for the stands (Building Material Class B1 in accordance with DIN 4102).
14. The Lessor may require the submission of designs for announcements, posters and leaflets for events and prohibit the publication or distribution if a damage to the reputation of the Lessor or the infringement of trade mark rights and/or copyrights of a third party through the design of the means of advertising is foreseen.
15. The following liabilities are incumbent upon the Lessee at their own expense:
 - Obtaining official permits of all types
 - Acquisition of GEMA rights
 - Compliance with the Youth Protection Act and obtaining the necessary exemptions and if necessary, reviewing the guardian permissions for those under 16 years old.

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16. The Lessee must have the previous, express written approval of the Lessor for the following activities:
 - Use of pyrotechnics;
 - Commercial film, radio, television and tape recordings.
17. With the generation of noise, (e.g., tests, sound checks and events with musical presentations), the doors and windows must remain closed after 22:00. Therefore the Lessee has to order an acoustics consultant. The Lessee takes note that, according to the local customary noise ordinances, neighbors who live in the neighborhood of the sublease object may not be affected by noise issues on the occasion of the event planned by the Lessee. The State Air Pollution Control Law Berlin (LImSchG Bln) is to be followed accordingly. The Lessee will take it upon themselves to obtain any special authorizations according to the §7 LImSchG Bln and also take care with their observance – particularly with the fact that the permissible noise levels within and beyond the Orangerie are also not exceeded with open doors and windows of the Orangerie. Only talking volume levels are permitted in the Orangerie Garden. Independently from the Lessor, the Lessee assumes all liability toward consequences for all damage resulting from noise or speaker volumes excesses.
18. The Lessee must inform the Lessor regarding the scope and nature of the planned event. The Lessor reserves the right to not accept events that do not correspond to the nature of the rental property or whose realization is prohibited by the owner of the rental property.
19. The instructions from the representatives of the Lessor are to be followed.
20. Payments may not be withheld or reduced for technical disturbances that the Lessor is not responsible for.
21. Property, including personal items, and rented items brought into the rental property by the Lessee on their part are at the risk of the Lessee. The Lessor assumes no liability for loss, destruction or damage.

IV - Liability

1. The Lessee bears the complete risk for the event including its preparation and the subsequent implementation.
2. The Lessee will bear liability for all damages that originate from the Lessee, their representatives or the event visitors during the course of utilizing the rooms. The Lessee will particularly bear liability for damages that originate in the building or inventory of the respective rental property as the result of affixing decorations or advertisements and the introduction of external furnishings or the alteration of our own furnishings.
3. The Lessee releases the Lessor from all claims that arise toward their self, their representatives or third persons, particularly the event visitors, during the course of utilizing the rooms; these claims by their representatives or third parties must be immediately compensated for by the Lessee according to law. The Lessee accepts the duty to ensure public safety in its internal relationship with regard to the entire respective rental property including the furnishings brought in by them. Insofar as the security has been appointed according to §5 Item 18 of the GTC, they assume a share of the duty to ensure public safety. The Lessee releases the Lessor from all claims by third parties that are raised against the Lessor for breaching the duty to ensure public safety. The Lessor will bear liability for claims arising from a breach of duty to ensure public safety only to the extent that it concerns the condition of the rental property prior to its assignment to the Lessee. The Lessor is not liable for failures in any furnishings, operational disturbances or other interfering or effecting incidents.

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4. The Lessee will bear liability for all personal damage and damage to property in connection with the event that is particularly caused by their self, by their representatives or their agents, guests or other third parties and releases the Lessor from all claims for compensations that are asserted toward them in connection with the event. The Lessee is obligated to secure sufficient organizer's liability insurance, of which its existence must be proven to the Lessor upon written request with the submission of the insurance policy and the premium receipt. If the proof is not produced upon demand up to 3 days before the event, the Lessor may take out the policies in the name of and at the expense of the Lessee.
5. Claims for compensation by either party against the other due to delays, impossibility of performance, positive breach of contract, non-fulfillment of contract, tortious acts, and particularly due to all personal or material damages and all other compensation claims against one of the parties for all other conceivable grounds are excluded insofar as the damage has not been caused by the deliberate or gross negligent acts of the other party or their assistants or vicarious agents.
6. Should the Lessee not conduct the event for any reason that the Lessor is not responsible for, §6 is accordingly valid.

V - Withdrawal of the contract by the Lessee (cancellation)

1. Should the Lessee withdraw from the contract, they are obligated to pay the following cancellation fees:
After contract conclusion, 20% of the rental price
24 weeks before event beginning, 40% of the rental price
16 weeks before event beginning, 60% of the rental price
12 weeks before event beginning, 80% of the rental price
8 weeks before event beginning, 100% of the rental price
2. Third-party services are additionally charged to the Lessee at 100% provided that a cost-free cancellation is not possible at the time of the notice.
3. Independent of notice cancellation date, all expenditures incurred by the event and expenses to the Lessor will be charged.
4. The receipt of the written notice of cancellation by the Lessor is decisive for the calculation of the above-mentioned periods.

VI – Force Majeure

1. If the event cannot be carried out as the result of force majeure or other unusual and blameless circumstances – for example, operational disturbances, strikes, shortage of means of transportation, official interventions, energy supply difficulties, warlike events, natural disasters – the Lessor is released from their obligation to facilitate the rented spaces. This is also particularly valid with operational disturbances that have been caused by force majeure if the Lessor has done everything within their power for the elimination and replacement and despite this, the realization of event is not possible.
2. The stoppage of the event due to force majeure or other unpredictable events is to be indicated to the Lessee by the Lessor.
3. Should the event be cancelled due to force majeure or other unpredictable events, all claims for compensation and other claims in any form whatsoever against the Lessor are excluded.

VII – Confidentiality

The Lessee is obligated to the confidentiality with all facts known through the agreement. This is also valid for documentation made available or created in cooperation. The confidentiality liability of the contracting partners of the Lessee also continues after the termination of the contract.

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VIII – Right of Retention

The Lessee is entitled to assert a right of retention concerning indisputable or legally ascertained claims. The Lessor is entitled to avert a right of retention or right to refuse performance by the Lessee through a security deposit (also by bank guarantee).

IX – Applicable Law and Jurisdiction

1. This contract and all rights and duties resulting from it are exclusively governed by the laws of the Federal Republic of Germany with the exception of the UN Sales Convention.
2. The jurisdiction for legal disputes resulting from this contract is Berlin

X - Form Agreement

Changes and additions to these GTC and to the respective Contract of Use must be in written form. The contracting parties may not reach ancillary verbal agreements. The waiver of the written form requirement may only be executed in writing.

XI – Severability Clause

Should a provision within this contract be ineffective or become ineffective, the effectiveness of the remaining provisions of this contract remains unaffected by this. In this case, both parties undertake to promptly agree on a legally effective provision that reflects the intended economic purpose of the provision as closely as possible.

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