



AS OF JANUARY 2023

General Terms and Conditions (GTC)



§ 1 SCOPE

1.1. Applicability of the GTC

The in.Stuttgart Veranstaltungsgesellschaft mbH & Co. KG (hereafter referred to as in.Stuttgart) is the lessee of the Kultur- und Kongresszentrum Liederhalle (KKL), hereafter referred to as the place of assembly), which it makes available to various lessees in whole or in part for the purpose of holding an event. For this purpose, the contracting parties shall each conclude a contract in which not only the reservation and the provision of event areas, halls and rooms on the premises and in the buildings of the Liederhalle Culture and Congress Centre, but also the provision of services accompanying the event are regulated.

1.2. Addressees of the GTC

These GTC apply to consumers and businesses unless the scope of application is expressly restricted.

1.3. Exclusivity of the GTC

These GTC apply exclusively. Deviating, contradictory or supplementary terms and conditions of the lessee are not binding for in.Stuttgart unless their validity has been expressly agreed. This also applies if in.Stuttgart does not expressly object to the validity of the lessee's terms and conditions or provides the service to the lessee without reservation.

Individual agreements made in individual cases (including ancillary agreements, supplements and amendments) shall in any case take precedence over these GTC.

1.4. References to Statutory Provisions

The reference to statutory provisions is for clarification purposes only. Insofar as statutory provisions are not directly amended or expressly excluded in these GTC, they shall also apply without such clarification.

1.5. Continuation of the GTC for Future Contractual Relationships

With respect to businesses, these GTC shall continue to apply to all future business relations between the parties.

1.6. Language

The contractual language is German. If these GTC are

translated into a foreign language, the German version of the GTC shall always prevail in the event of linguistic ambiguities.

§ 2 CONTRACT AMENDMENTS, NOTICES

1. Agreements made after conclusion of the contract which amend or supplement the rental contract, as well as declarations and notifications made to the other party (e.g. setting of deadlines, notifications of defects, declarations of withdrawal or cancellation) shall require at least text form in order to be effective. Insofar as formal requirements have been waived by oral agreements, oral agreements shall be confirmed without delay, at least in text form.

The transfer of the operator's obligations pursuant to § 38 of the VStättVO must be in writing.

2. Information essential for the fulfilment of the contractual agreements and the organisation of the event must be notified to Stuttgart immediately and at least in text form.

Any adjustments that are recognisably particularly important or urgent for the participants must also be notified verbally as soon as they become known.

3. Reservations and options shall end at the latest upon expiry of the return period specified in the event contract or its letter of transmittal. A separate notice to the lessee is not required in this respect.

§ 3 LESSEE, ORGANISER, EVENT MANAGER

1. The contract partner of in.Stuttgart is the lessee named in the contract. The transfer of the object of the contract in whole or in part to third parties free of charge or in return for payment requires the written consent of the lessor.

2. If the lessee holds the event for a third party, the third party shall be named in the contract in addition to the lessee and shall be informed by the lessee of all safety regulations applicable to the event. Consent to the transfer of use of the place of assembly to this third party shall be deemed given if the third party is named in the contract. Consent to the transfer of use to third parties after conclusion of the contract may be refused by in.Stuttgart without stating reasons.

For accompanying specialist exhibitions, permission to provide space to exhibitors (third parties) shall be



deemed granted if the exhibition is designated as such in the contract or in a list of services.

In this case, the lessee is obliged to impose the exhibition rules of in.Stuttgart on the exhibitors in a binding manner and to ensure compliance with these rules.

3. The lessee shall always remain responsible to in.Stuttgart for the fulfilment of all contractual obligations, even if a third party is additionally designated in the contract.

4. The event manager must be present for the entire duration of the event. The event manager must take part in a joint inspection of the place of assembly and familiarise himself with the event rooms, including the escape and rescue routes. Upon request of in.Stuttgart, the event manager must take part in a coordination / instruction on the safety regulations to be observed before the event. The event manager is also obliged to be present at any safety discussions, if deemed necessary by the fire brigade and / or police and / or in.Stuttgart (cf. also Annex 4 to the event contract).

5. The event manager must ensure that the event runs in an orderly and safe manner. He is obliged to be present during the event (opening hours for visitors), must be reachable at all times and, if necessary, must make the necessary decisions in consultation with the contact person appointed by in.Stuttgart, the authorities and external auxiliary forces (fire brigade, police, building authority, public order office, medical services). The event manager is obliged to stop the operation of the event if a hazard to persons in the place of assembly makes this necessary, if systems, equipment or devices necessary for safety do not function or if the operating regulations of the Ordinance on Places of Assembly (VStättVO) are not (cannot) be complied with. The event manager is supported by a contact person appointed by in.Stuttgart (cf. also Annex 4 to the event contract).

6. The obligations incumbent on the lessee and the organiser under these contractual provisions may lead to the restriction or cancellation of the event in case of non-fulfilment.

§ 4 SUBJECT MATTER OF THE CONTRACT

1. The place of assembly, event areas and rooms shall be made available on the basis of officially approved escape route and seating plans with specified visitor capacity for the purpose of use specified by the lessee. If no information on visitor capacities is provided in the contract or in an annex to the contract, the lessee may inspect the existing, approved escape route and seating plans at any time, stating his event planning.

The lessee shall in any case ensure that no more visitors are admitted or tickets circulated for an event than the number of visitor places shown in the approved escape route and seating plan.

2. Changes to the halls, rooms, areas and fixtures provided, changes to escape route and seating plans and additional superstructures and fixtures may only be made with the consent of in.Stuttgart, at least in text form, and after any necessary official approvals have been obtained. The duration, costs and risk of approvability shall be borne in full by the lessee.

3. Insofar as the lessee does not rent the entire place of assembly, he does not have the right to exclusive use of entrances, exits, foyer areas, functional areas such as toilets, cloakrooms or outdoor areas. He shall tolerate the common use of these areas by other lessees, their visitors and by in.Stuttgart. If several events are taking place in the place of assembly at the same time, each lessee must act in such a way that, as far as possible, there is no mutual disturbance of the other event. The lessee has no contractual claim to have another lessee's event restricted.

4. in.Stuttgart is entitled to enter the halls / rooms / areas provided for safety and operational reasons during the set-up and dismantling phases and during an event.

§ 5 USER FEES, OPERATING COSTS, ANCILLARY COSTS

1. The contractually agreed fees results from the contract, a summary table of costs and services attached to the contract and from the price list of in.Stuttgart.

Unless expressly agreed otherwise, all agreed fees are exclusive of the statutory value added tax



applicable at the time of performance.

2. The information on services and fees is based on the actual status of the event planning. Changes in the lessee's event planning result in a corresponding adjustment of the fees.

3. All technical installations and equipment in the building as well as all technical equipment ordered by the lessee from in.Stuttgart for his event may in principle only be connected and operated by the technical staff of in.Stuttgart or by the technical service partners of in.Stuttgart. The costs arising from the presence and deployment of technical personnel shall be borne by the lessee.

4. For the set-up and dismantling of stage, studio or lighting equipment, "persons responsible for event technology" or "specialists for event technology" shall be provided in accordance with § 40 VStättVO at the expense of the lessee. Details on the appointment and the obligation to be present can be found in the "Safety Rules for Events" and the "Info Sheet Delimitation Organiser / Operator".

5. The number of fire brigade, medical, security and order personnel that may be required depends on the type of event, the number of visitors and the event-specific risks in each individual case. Details can be found in the "Safety Rules for Events". The costs arising from the presence and deployment of these services shall also be borne by the lessee.

6. The complete settlement of the event shall be made by way of a final invoice after the event has taken place on the basis of the services commissioned and provided as well as the operating and ancillary costs incurred. Any advance payments already made shall be offset against the final invoice.

7. Payments shall be made immediately after invoicing to the in.Stuttgart account specified in the invoice. In the event of late payment, interest on arrears shall be charged at the statutory rate. in.Stuttgart reserves the right to prove higher damages caused by default.

§ 6 HANDOVER, RETURN

1. When the place of assembly or the rented rooms and areas are handed over, each party to the contract can demand the joint inspection and supervision of

the object, including the technical facilities, emergency exits and escape routes. If in.Stuttgart requires the lessee to appoint an event manager, the latter must take part in the inspection upon request of in.Stuttgart (see also § 3 para. 4).

2. If the lessee discovers defects or damage to the object of use, these must be recorded in writing and immediately brought to the attention of in.Stuttgart in text form. Both parties may request the issue of a handover report in which the condition and any defects or damage shall be recorded.

3. Objects, superstructures, decorations and similar items brought in by the lessee or by third parties on his behalf during the period of use must be removed completely by the lessee by the agreed end of use and the original condition restored. After expiry of the period of use, the objects may be removed at the expense of the lessee.

§ 7 CATERING, MERCHANDISING

1. The lessee is in principle not entitled to offer food, drinks, refreshments or the like himself or through third parties on the premises, in the halls or rooms or to bring them into the premises. Only in.Stuttgart and the catering companies contractually associated with in.Stuttgart are entitled to cater for guests at the place of assembly.

2. The lessee is not permitted to engage in commercial activities beyond the direct implementation of the event or to employ commercial operators such as merchandisers, flower or tobacco product sellers for its events without the prior written consent of in.Stuttgart. In the event of approval by in.Stuttgart, stand rents or percentage shares of the sales revenue, which shall be determined separately, may be demanded by in.Stuttgart.

§ 8 CLOAKROOMS, TOILETS

1. The management of the visitors' cloakrooms and toilets is carried out by in.Stuttgart and its associated service companies. The users of the facilities shall pay the customary local fee. The lessee shall not be entitled to payment or settlement of the fees collected.

2. If no cloakroom management is provided for by in.Stuttgart, the lessee may request that the visitors'



cloakroom be staffed in return for payment of the management costs. If the cloakroom is not staffed, the lessee shall bear the sole risk of liability for lost cloakroom items belonging to visitors to his event.

§ 9 CONDUCT OF TICKET SALES / COMMUNICATION OF THE SALES FIGURES

Only valid for events with ticket sales.

1. The lessee undertakes to involve the computerised ticketing system "Easy Ticket Service" (hereafter referred to as ETS) for advance ticket sales. For the distribution of tickets, in.Stuttgart uses the advance booking offices connected to the ETS, its own advance ticket sales by telephone via its own call centre and the internet.
2. The implementation of ticket sales is regulated in a separate agreement (contract for setting up an event in the ticket sales system "Easy Ticket Service").
3. Any waiver of this participation requires the prior written consent of in.Stuttgart.
4. in.Stuttgart must be informed in writing of the expected number of visitors and the capacity utilisation of the galleries in the Hegel Hall up to two weeks before the event.

§ 10 DUTY STATIONS

The duty stations designated by in.Stuttgart for its representatives and external functionaries (fire brigade, police, medical services, etc.) must be kept free without charges.

§ 11 PARKING REGULATION

1. A limited number of parking spaces are available to the lessee on the premises or in the vicinity of the place of assembly by arrangement.
2. If radio and television broadcasting vehicles are used, they may only be parked in suitable areas in coordination with in.Stuttgart.

§ 12 ADVERTISING, PROMOTIONAL ACTIVITIES

1. Advertising for the event is the responsibility of the lessee. All types of advertising measures on the premises, on and in the halls or rooms require the prior consent of in.Stuttgart. This also applies to promotional activities on the premises of the place of assembly. These must be announced in writing by the

lessee and coordinated in terms of type and scope with in.Stuttgart.

in.Stuttgart is not obliged to remove advertising material already present on its premises, even if there is a competitive relationship with the organiser's advertising items. The covering of existing advertising space by the lessee requires the consent of in.Stuttgart.

2. The lessee is obliged to make it clear and unambiguous in all advertising measures and publications that the lessee or the third party commissioned by the lessee and not in.Stuttgart is organising the event.
3. When mentioning the name of the place of assembly on announcements of any kind (including on the internet), printed matter, posters and admission tickets, only the original lettering and the original logo shall be used. The corresponding templates will be provided exclusively for this purpose.

§13 PRODUCTION OF SOUND, IMAGE AND IMAGE / SOUND RECORDINGS

1. Sound recordings, image / sound recordings, image recordings as well as other recordings and transmissions of the event of any kind (radio, TV, internet, loudspeaker, etc.) also require the consent of in.Stuttgart in text form, subject to the consent of the copyright and performance protection holders involved.
2. Representatives of the press, radio and television shall be admitted for current reporting in accordance with the applicable safety rules and the seating plan. in.Stuttgart must be informed of any planned reporting in good time before the event, at least in text form.
3. in.Stuttgart shall have the right to make or have made image / sound recordings and drawings of event processes or exhibited or used objects for the purpose of documentation or for its own publications, unless the lessee objects in writing.

§14 GEMA-/GVL-FEES

The timely registration and payment of fees for the performance or reproduction of works protected by performance rights with GEMA (Gesellschaft für musikalische Aufführungs- und mechanische Vervielfältigungsrechte) or GVL (Gesellschaft zur



Verwertung von Leistungsschutzrechten mbH) are the sole obligations of the lessee.

in.Stuttgart may demand written proof of registration of the event with GEMA or GVL, written proof of invoicing by GEMA or GVL or written proof of payment of the fees to GEMA / GVL from the lessee in good time before the event. If the lessee is not willing or able to provide proof of payment of the fees, in.Stuttgart may demand payment of a security deposit in the amount of the anticipated GEMA / GVL fees from the lessee in good time and no later than 14 days before the event.

§ 15 OFFICIAL PERMITS, STATUTORY REPORTING REQUIREMENTS

1. The lessee shall fulfil all official and statutory notification and reporting obligations for the event, as well as obtain any necessary permits - unless otherwise stipulated in these GTC or in the contract - and implement official orders, requirements and conditions.
2. The lessee shall be responsible for complying with the statutory regulations in force at the time of the event, in particular those of the VStättVO, the Immission Control Act, the Occupational Health and Safety Act, the Working Hours Act, the Trade Regulations, the Youth Protection Act and the accident prevention regulations of the employers' liability insurance associations.
3. The lessee shall bear the fees and taxes arising from the staging of the event. VAT shall be paid by the lessee on all income from the event (ticket sales, programme sales, etc.). If applicable, the lessee shall pay any artists' social security contributions on the artists' fees to the artists' social security fund in due time.

§ 16 LIABILITY OF THE LESSEE

1. The lessee shall return the place of assembly to in.Stuttgart in the condition in which he took it over from in.Stuttgart. The lessee shall be liable for all damage caused by him, his vicarious agents and assistants, his guests and visitors in connection with the event in accordance with the statutory regulations. The lessee shall be liable for any fault on the part of his vicarious agents and persons employed in

the performance of his obligations, without the possibility of exemption from the fault of selection.

Event-related damage shall be at the risk of the lessee insofar as it is due to the nature of the event, its participants or the contents or procedures of the event. In this respect, the lessee shall also be liable for damage caused by riots or as a result of demonstrations against the event or by comparable events caused by the event. In order to insure against damage caused by demonstrations and vandalism, in.Stuttgart shall be entitled to demand that the lessee provide appropriate security prior to the event, insofar as the lessee cannot provide evidence of insurance cover for this risk.

2. The lessee irrevocably indemnifies in.Stuttgart against all claims arising from the fact that the event or the advertising for the event violates the rights of third parties (in particular copyrights, image and name rights, trademark rights, competition rights, personal rights) or other statutory provisions. The indemnity obligation also extends to any warning, court and legal costs incurred.
3. Any fault on the part of in.Stuttgart in the occurrence of damage shall be taken into account proportionately in terms of the amount. The liability of in.Stuttgart to ensure the safe structural condition of the place of assembly in accordance with § 836 BGB remains unaffected.
4. The lessee is obliged to take out tenant's liability insurance for the event with coverage for event-related damages for

- personal injury and property damage in the amount of at least 5 million Euros (five million Euros) and for
- pecuniary loss in the amount of at least 500,000 Euros (half a million Euros).

The conclusion of the insurance does not limit the amount of the liability of the lessee in the event of damage to in.Stuttgart.

§17 LIABILITY OF IN.STUTTGART

1. in.Stuttgart's liability regardless of fault for damages for initial defects in the hall, rooms and areas as provided in § 536a para. 1 BGB (German Civil Code) is excluded. The claim to reduction of the fees due to



defects remains unaffected, insofar as in.Stuttgart is notified of this defect or the intention to reduce the fees during the period of use of the place of assembly, if the defect is recognisable and can be remedied.

2. in.Stuttgart assumes no liability for the loss of objects, equipment, superstructures or other valuables brought in by the lessee, insofar as no agreement on safekeeping has been made in return for payment or in a special agreement. Upon request of the lessee, a security company licensed in accordance with § 34a GewO (Trade, Commerce and Industry Regulation Act) may be commissioned to guard third-party property at the expense of the lessee.

3. in.Stuttgart is liable for damages for property and financial losses suffered by a lessee due to a grossly negligent or intentional breach of duty by in.Stuttgart or if in.Stuttgart has expressly assumed a guarantee declaration for the services to be provided. Any further liability of in.Stuttgart for damages is excluded with the exception of liability for personal injury and in the event of a breach of essential contractual obligations (cardinal obligations). Cardinal obligations or essential contractual obligations are obligations the fulfilment of which makes the proper execution of the contract possible in the first place and on the fulfilment of which the contractual partner regularly relies and may rely, i.e. the essential main contractual obligations.

4. If personal injury or the breach of cardinal obligations is the responsibility of in.Stuttgart, in deviation from § 17 para. 3, in.Stuttgart shall also be liable in accordance with the statutory provisions in the event of a breach of duty based on simple negligence. In the event of a breach of cardinal obligations, however, in.Stuttgart's liability for damages in cases of simple negligence shall be limited to the direct average damage that is foreseeable and typical for the type of contractual agreement.

5. in.Stuttgart is not liable for damage caused by necessary measures to maintain security and order. If, as a result of a misjudgement of risks, the event is restricted, cancelled or aborted on the instructions of in.Stuttgart, in.Stuttgart is not liable for cases of simple negligence.

6. in.Stuttgart is not liable for the loss of objects, equipment, superstructures and other valuables brought in by the organiser or on his behalf by third parties or by visitors, insofar as in.Stuttgart has not assumed custody for a fee, or has breached its obligations grossly negligent or intentionally. At the request of the lessee in individual cases, in.Stuttgart will provide a special security service for a fee.

7. Insofar as liability is excluded or limited according to the provisions of these GTC, this shall also apply to the vicarious agents of in.Stuttgart. For any fault of its vicarious agents, in.Stuttgart shall be liable in the same way as the lessee without the possibility of exemption from the fault of selection.

§ 18 WITHDRAWAL, TERMINATION

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

- 1.1. the payments to be made by the lessee (fees, advance payments, securities) are not paid or not paid on time,
- 1.2. the purpose of use specified in the contract or the agreed contents of the event are substantially changed without the consent of in.Stuttgart,
- 1.3. the lessee transfers the use of the place of assembly to a third party as organiser free of charge or against payment without the consent of in.Stuttgart,
- 1.4. the approvals and / or permits required for holding the event are not granted or are not provided by the lessee upon request of in.Stuttgart,
- 1.5. statutory regulations, in particular regulations governing places of assembly, are breached by the lessee or by third parties commissioned by him,
- 1.6. the contractually required liability insurance is not proven,
- 1.7. the lessee has concealed the fact that the event is a political or (sham) religious event when concluding the contract, in particular when stating the purpose of use in the contract,



1.8. there is a high probability of disturbances to public safety and order or personal injury or damage to property during the event and these circumstances only become apparent to in.Stuttgart after conclusion of the contract.

2. in.Stuttgart shall be obliged to set a deadline with a threat of refusal for the lessee before declaring the extraordinary termination or withdrawal, insofar as the lessee is in a position, taking into account the overall circumstances, to remedy without delay the reason justifying the withdrawal or extraordinary termination.

3. If in.Stuttgart makes use of its aforementioned rights, it retains the right to payment of the contractually agreed fees, but must take into account any expenses saved.

4. If the lessee is an agency, in.Stuttgart and the agency shall have a special right of termination in the event that the client (organiser) withdraws or terminates the agency's contract. This special right of termination can only be exercised if the client fully assumes all rights and obligations from the existing contract with in.Stuttgart and provides adequate security at the request of in.Stuttgart.

§ 19 NON-EXECUTION OF THE EVENT

1. If the event is not executed by the lessee without a cancellation or withdrawal having been validly declared before respectively without in.Stuttgart being responsible for the non-execution, the lessee shall pay the agreed rent as well as the remuneration for any flat-rate and special services. Saved expenses shall not be taken into account by in.Stuttgart.

2. in.Stuttgart reserves the right, however, to claim further damages from the lessee. The lessee shall be entitled to prove that in.Stuttgart has suffered no damage or significantly less damage beyond the interest in performance.

3. Insofar as a claim exists against the lessee by in.Stuttgart in accordance with § 19 para. 1 and /or 2 clauses 1 and/or 2, the lessee shall also reimburse the expenses incurred by in.Stuttgart or commissioned third parties for any flat-rate or special services as a result of the event not being executed. These will be

invoiced by in.Stuttgart in accordance with the contract.

§ 20 TERMINATION BY THE LESSEE

1. The lessee may terminate the contract by declaration in text form before handover of the subject matter of the contract. The termination becomes effective upon proven receipt by in.Stuttgart.

2. In this case, the lessee is obliged to pay in.Stuttgart the following percentage of the agreed rental fees as a cancellation fee:

- 25 % if the contract is cancelled 168 or more days before the planned start of the event,
- 50 % if the contract is terminated less than 168 days but more than 84 days before the scheduled start of the event,
- 75% if the contract is terminated less than 83 days but more than 28 days before the scheduled start of the event, and
- 100 % if the contract is terminated 27 days or less before the scheduled start of the event.

In any case, however, in.Stuttgart reserves the right to claim damages from the lessee in excess of the agreed cancellation fees.

Services that have already been provided up to the time of cancellation shall be duly invoiced by in.Stuttgart and shall be paid in full in addition to the above cancellation fees. In addition, the lessee shall reimburse any expenses incurred by third parties commissioned by in.Stuttgart for any flat-rate or special services due to the non-realisation of the event. This shall only apply insofar as in.Stuttgart was entitled to rely on the event being held when the costs were incurred.

The right to termination for cause remains unaffected.

§ 21 FORCE MAJEURE

1. The lessee's obligation to pay the agreed fees shall lapse, with the exception of the costs for services already rendered, in cases of force majeure which constitute an external, unforeseeable event which cannot be averted even by exercising the utmost reasonable care, unless otherwise stipulated below in § 22 para. 2 and 3 below, unless otherwise stipulated.



2. The cancellation of individual artists or the untimely arrival of one or more participants as well as bad weather including ice, snow and other weather events with the exception of floods in the vicinity of the place of assembly are not cases of "force majeure" in the meaning of these GTC.

3. The cancellation or abortion of an event due to force majeure in the event of the threat of terrorist attacks or other serious threat scenarios or due to the discovery of so-called "suspicious objects" which may lead to the termination or cancellation of the event by the lessee or at the request of the authorities, is the risk of the lessee, as the lessee influences the probability of such events or decisions occurring through the content of the event, the composition of the group of participants and visitors, and the publicity of the event initiated by the lessee.

4. In the event of cancellation of an event before the start of the agreed period of use, the provisions of § 19 shall apply. If the event is aborted after the start of the event, the lessee shall pay all agreed fees plus the costs not yet incurred at the time of abortion. The lessee is recommended to take out appropriate cancellation insurance for his event, insofar as he wishes to cover the associated financial risks accordingly.

§ 22 SPECIAL AGREEMENT ON PANDEMIC SITUATIONS

in.Stuttgart and the lessee are aware that a very dynamic event environment can arise due to pandemic situations. The following special provisions shall apply in this case:

1. Uncertainty about future Development, no Force Majeure

In the event of and during an epidemic or pandemic, future developments and prospects are uncertain for the parties. Even if the parties expect otherwise at the time of concluding the contract, it is conceivable at any time that disruptions to the planned course of the event or to the expected preconditions for holding the event may occur due to the then current incidence of infection. This development of the current infection situation and its effects do not constitute force majeure under the contract.

2. Rescheduling in Case of Official Prohibition

If the staging of the event is prohibited due to an official decision, an adjustment of the contract by re-scheduling the date shall first be agreed. If the re-scheduling is not possible within one year after the originally planned date of the event for reasons for which neither of the parties is responsible or if the re-scheduling is objectively unreasonable for one of the parties, the legal consequence of § 275 BGB shall apply.

3. Right of Withdrawal or Termination in Case of Official Recommendation

Irrespective of the existence of a prohibition pursuant to § 22 para. 2, the parties shall be entitled to withdraw from or terminate the contract in the event of a pandemic of national significance if an official recommendation has been issued by the authority responsible for the place of assembly or performance to continue to refrain from hiring out or holding events of the planned size. In this case, the parties shall be released from their main performance obligations. However, the lessee shall remain obliged to compensate in.Stuttgart for all expenses already incurred up to the time of cancellation of the event, including the costs and expenses for service providers already commissioned.

4. Reduction of the Number of Visitors

If an official decision or recommendation provides for a reduction in the permissible number of visitors, the parties shall in principle remain bound by the contract unless the staging of the event is unreasonable for one of the parties. As a rule, unreasonableness is deemed to exist in the event of a reduction in capacity of more than 30%.

5. Consideration of State Aid

If one of the parties claims that it is economically unreasonable to adhere to the contract or to adjust the contract, any state aid due to the pandemic situation to which the respective party is entitled must be taken into account when assessing the unreasonableness. Such state aid can thus lead to the reasonableness of adhering to the contract or to a reduction or elimination of a claim for adjustment.



6. Consequences of Unreasonableness / Consequences of Withdrawal

If the implementation remains unreasonable for a party after taking into account § 22 para. 3 and 4, the legal consequence of § 22 para. 2 shall apply.

If one party exercises a right of withdrawal, the parties shall be released from their main obligations. § 22 para. 3 shall apply.

7. No Unreasonableness due to Hygiene Measures

Measures that have to be implemented as part of a hygiene concept (such as minimum distances, mandatory masks, mandatory testing, access restrictions) do not lead to unreasonableness, irrespective of whether these measures have been ordered by the authorities or not.

§ 23 EXERCISE OF DOMICILIARY RIGHTS

1. in.Stuttgart and the persons authorised for this purpose shall continue to have unrestricted domiciliary rights vis-à-vis the organiser, its visitors and third parties for the duration of the contractual relationship.

2. The lessee / organiser and his event manager shall be entitled to domiciliary rights within the rented premises to the extent necessary for the safe conduct of the event in addition to in.Stuttgart.

3. The lessee / organiser and his event manager are obliged to ensure that the event is held properly and safely in the assembly rooms provided. They are obliged to enforce the house rules vis-à-vis the visitors. In the event of violations of the house rules, they shall take the necessary measures to prevent further violations.

4. Persons commissioned by in.Stuttgart must be granted free access to all event rooms and areas at all times within the framework of the exercise of domiciliary rights.

§ 24 ABORTION OF EVENTS

In the event of a breach of essential contractual obligations, safety-relevant regulations and in the event of particular hazardous situations, in.Stuttgart may demand that the lessee vacate and surrender the subject matter of the contract. If the lessee does not comply with a request to this effect, in.Stuttgart shall

be entitled to have the premises cleared at the expense and risk of the lessee. In such a case, the lessee shall remain obliged to pay the full remuneration.

§ 25 DATA COLLECTION, PROCESSING AND USE

in.Stuttgart provides the event rooms and areas specified in the contract for the purpose of holding concerts, congresses, conferences and events of a sporting, cultural or other nature. The collection, processing and use of the personal data transmitted takes place also for the fulfilment of the contractually agreed business purposes.

§ 26 RIGHTS OF SET-OFF AND RIGHTS OF RETENTION

The lessee and in.Stuttgart shall only be entitled to mutual rights of set-off and retention if the corresponding counterclaims have been legally established, are undisputed or have been recognised by the respective other party.

§ 27 PLACE OF PERFORMANCE. GOVERNING LAW, JURISDICTION

1. Place of performance for all claims arising from the contract is Stuttgart.

2. The law of the Federal Republic of Germany shall apply.

3. If the lessee is an entrepreneur or has no general place of jurisdiction in the Federal Republic of Germany, Stuttgart is agreed as the place of jurisdiction for all disputes arising from or in connection with this contract. in.Stuttgart shall also be entitled to sue the lessee before the court having jurisdiction for the lessee's legal seat.

§ 28 SEVERABILITY CLAUSE

Should individual clauses of these GTC or of the "Safety Rules for Events" be or become invalid, this shall not affect the validity of the remaining provisions of the contract. In this case, the invalid provision shall be supplemented or amended in such a way that the intended purpose is achieved as far as possible.