

General Terms and Conditions of Use of Lübecker Musik- und Kongresshallen GmbH

As of: January 2018

- I. Terms and Conditions of Lease**
- II. Organisational and Technical Safety Regulations**
- III. House Regulations**

Preamble

These General Terms and Conditions of Use include the Terms and Conditions of Lease in Part I, the Organisational and Technical Safety Regulations in Part II and the House Regulations of Lübecker Musik- und Kongresshallen GmbH - hereinafter "LMuK GmbH" or "Landlord" - in Part III. They govern the rights and obligations between Landlord and tenant with particular focus on the regulations of the Schleswig-Holstein State Regulations on the Construction and Operation of Meeting Places [*Landesverordnung über den Bau und Betrieb von Versammlungsstätten*] (hereinafter also "MPlaceREG").

These General Terms and Conditions of Use are an integral contractual part of the underlying lease agreement. Unless any arrangements to the contrary are made in the underlying lease agreement, they apply to all tenancies. Any deviating or supplementary terms and conditions of the tenant are not applicable.

I. General Terms and Conditions of Lease

Section 1 Realisation of the Lease

1. Any use of meeting/functional premises of the Music and Congress Centre of Lübeck as well as of any outdoor areas shall require a written lease agreement.
2. These lease agreement terms and conditions shall apply as an integral part of the agreement to all commercial tenants, who have already been customers of the Landlord, even if they are not sent to the tenant with the lease agreement once again.
3. The tenant shall be obliged to obtain himself/herself all permissions under public law for the tenant's event within the framework hereof in a timely manner and at the tenant's own expense.
4. No claim to the conclusion of any subsequent lease agreement may be derived from the pre-booking/reservation of any functional premise for specific dates, unless the Landlord has expressly assumed any corresponding obligation in the reservation confirmation. Tenant and Landlord undertake, however, to immediately notify any intended other usage or waiver of the pre-noted date.

Section 2 Subject Matter of the Agreement

1. The meeting place shall be leased based on the officially approved hall screening / seating plans / capacities and the intended usage specified by the tenant. The exact designation of the leased object and of the intended usage shall be made in writing in the lease agreement.
2. The tenant shall confirm with his/her signature in a legally binding manner that the event will not have any racist, anti-Semitic or anti-democratic contents. This shall mean, in particular, that neither human freedom and dignity must be disparaged either with words or in writing nor any symbols congruent with or representing any anti-constitutional and unconstitutional symbols must be used or disseminated.
3. The leased object may be transferred to third parties for any purposes other than the ones contractually agreed only with the prior written consent of the Landlord. The tenant undertakes to immediately inform the Landlord in writing about any intended amendment to usage purposes.
4. Before the leased object is ceded to the tenant, the leased object incl. its technical facilities, emergency exits and routes shall be visited jointly with the Event Manager to be designated by the tenant. If the tenant or the event manager designated by the tenant finds any defects in or damage to the leased object, they must be noted in writing and immediately communicated to the Landlord.
5. No changes must be made to the leased object without the Landlord's written consent. Existing advertising spaces must be neither covered nor removed.

Section 2a Non-Smoker Protection Act

1. Smoking shall be prohibited in all meeting rooms of the leased object (meeting place) on account of legal provisions. This shall also apply to electronic smoking substitutes (electronic cigarettes, etc.).
2. The tenant shall be obliged to enforce the smoking ban vis-à-vis the visitors. In case of violations, the tenant shall take any measures required to prevent any further violations. Upon request, the tenant shall be supported by the entrance or security service.
3. Any violations of the provisions of the Non-Smoker Protection Act may be punished by the authorities in charge as an administrative offence, also vis-à-vis the Landlord. The tenant shall indemnify the Landlord upon first demand to the extent that the tenant and/or his/her auxiliary and vicarious agents violate the arrangements acc. to clause 1 or 2.

Section 3 Landlord

1. Landlord of the meeting place / meeting rooms specified in the lease agreement shall be the Hanseatic City of Hamburg, BgA MuK.
2. Lease agreements shall be exclusively drawn up in the name of and by power of attorney from the Landlord by the management board, by company officers with statutory authority and/or by employees with corresponding individual power of attorney.

Section 4 Tenant, Organiser

1. The tenant specified in the lease agreement shall be the sole organiser of the event to be held in the leased premises or on the leased site.
2. The tenant shall be specified as organiser on all printed matters, posters, admission tickets, invitations, etc. to

I. General Terms and Conditions of Lease

indicate that a legal relationship will be realised between event visitor and tenant, but no between visitors or third parties and the Landlord.

3. The parties hereto undertake to state clearly and unambiguously in all advertising measures, especially in all publications and conversations, that the tenant, and not the Landlord, is the organiser.
4. When specifying the name of the Landlord or the meeting places on any kind of announcements (also on the Internet), printing matters, posters and admission tickets, only the original lettering and/or logo must be used. The corresponding templates shall be provided by the Landlord exclusively to this end.

Section 5 Lease Period, Usage Times

1. The leased object shall be leased for the time agreed in the lease agreement. The tenant shall take into account the preparation times required for set-up, decoration and dismantling, etc. accordingly.
2. At the end of the last hour of the lease period, the tenant shall return the leased property in a cleared and cleaned condition. Any separate order by the Landlord to leave the hall shall not be required. Any tacit extension of the lease, especially the legal consequences of Section 545 German Civil Code [*Bürgerliches Gesetzbuch - BGB*] shall be excluded, without this requiring any objection in this regard.
3. By the end of the lease period, the tenant must completely remove any objects, installations, superstructures and the like brought into the leased object by the tenant or by third parties on the tenant's behalf during the lease period and must restore the previous condition. Use of any confetti cannons and gas-filled balloons shall not be permitted or in exceptional cases only with the Landlord's approval. After expiry of the lease period, the objects may be removed or cleaned subject to a charge at the tenant's expense.
4. The tenant shall be pointed to the fact that the leased property will be usually needed for other events immediately after expiry of the lease period defined in the lease agreement. If the leased property is not returned in good time, the tenant shall pay compensation for use equalling the rent as minimum damage in any case. The assertion of any further claims for delayed return of the leased property shall remain reserved.
5. The tenant may not derive any rights from or raise any objections to the fact that, besides the tenant's event, other - also similar or equivalent - events take place in the Landlord's premises at the same time.

Section 6 Lease and Incidental Costs

1. The rent agreed between tenant and Landlord shall be defined in writing in the respective agreement. The rent shall not include any incidental costs or additional services, unless agreed otherwise in the agreement. Remuneration for any incidental costs and additional services not separately specified in the lease agreement shall be governed by the Landlord's "price lists" applicable on the event day. The parties agree that the tenant must additionally pay the VAT in its respective applicable statutory amount to the Landlord.
2. Payments shall be made without deduction.
3. In case of any default of payment vis-à-vis the Landlord, default interest shall become due: for business persons in the amount of 8% points above the respective basic rate of interest of the European Central Bank, and for natural persons in the amount of 5% points above the respective basic rate of interest of the European Central Bank. The right to prove existence of any higher damage caused by default shall remain reserved to the Landlord.
4. The tenant or user shall herewith assign to the Landlord in advance any income from the sale of tickets (advance sale of tickets and box office) up to the amount of the Landlord's claims.
5. The Landlord shall settle any entrance fees received by no later than 30 days after the event.

Section 7 Advertising and Liability for Illegal Advertising Measures

1. Advertising for the event shall be the tenant's sole responsibility and shall fall into the tenant's sole area of responsibility. All advertising measures in the premises and on the site of the Landlord shall require the Landlord's separate written consent. Implementation of the advertising measures may be assumed by the Landlord in return for payment upon consultation. The tenant shall irrevocably indemnify the Landlord from all claims arising due to the fact that the tenant's advertising measures infringe third-party rights (copyrights, image and name rights, trademark rights, competition rights, personality rights, etc.) or other legal regulations (e.g. the German Teleservices Act [*Teledienstegesetz*]). This shall also apply to any legal prosecution costs incurred in this respect.
2. Unauthorised attachment of posters shall be legally prohibited and shall oblige the tenant to pay compensation for damages.

I. General Terms and Conditions of Lease

Section 8 Free Tickets

1. The Landlord shall have a total of 24 serve places at its disposal in the Music and Congress Centre of Lübeck which shall be specially indicated in the seating plan. If any places are required for the police, fire brigade and/or medical services, they shall occupy these places.
2. Furthermore, the Landlord shall additionally have the number of free tickets defined in the lease agreement at its disposal for each event.

Section 9 Ticketing / Ticket Sale

1. The Landlord shall create the event in the existing ticket distribution systems (curr. CTS Eventim) for advance ticket sale purposes. The Landlord shall activate the tenant for certain contingents if needed, with the Landlord defining the corresponding contingents. The costs incurred in this respect shall be borne by the tenant.
2. In doing so, the design or layout of the admission tickets shall solely be incumbent upon the tenant, taking into account the restrictions below, such as the public image to be maintained by the Landlord. The Landlord shall be entitled to attach a logo referring to it on the front of the admission ticket. This logo must be of minor size and must not unduly affect the tenant's overall freedom of design.
3. The number of tickets produced or issued must not exceed the maximum number of persons admitted for the event acc. to building regulations, limited by the stipulations of the seating plan.

Section 10 GEMA Fees

1. Timely registration for the performance of works for which GEMA (German society for musical performing and mechanical reproduction rights) fees are due, as well as timely payment of the GEMA fees shall be the tenant's sole responsibilities. In good time before the event, the Landlord may demand the tenant to provide written proof of the registrations of the event with GEMA, written proof of payment of the GEMA fees and/or written proof of invoicing by GEMA vis-à-vis the tenant. To the extent that the tenant is unable or not willing to provide such proof acc. to sentence 1, the Landlord may demand a collateral security from the tenant by presentation of a directly enforceable suretyship of a credit institution in the amount of the GEMA fees expected to be incurred to secure the Landlord's claim for indemnity vis-à-vis the tenant.
2. The procedure of furnishing proof of the manner in which the GEMA fees are paid, provision of any suretyship by the tenant and the organisation of the procedure of furnishing proof acc. to clause 1 may be regulated separately in the lease agreement or retrospectively in a written supplementary agreement.
3. The tenant shall irrevocably acknowledge that the tenant is the sole organiser and person responsible within the meaning of Sections 81, 97 German Act on Copyright and Related Rights [*Urheberrechtsgesetz - UrhG*] of the event underlying the leasing. The tenant shall irrevocably indemnify the Landlord from all claims and third-party claims in relation to the accruing GEMA fees. This shall also apply to any legal prosecution costs incurred in this respect.
4. Payment of the GEMA fees or provision of collateral securities acc. to section 10 clause 1 sentence 3 for all works, for which GEMA fees are due and which are performed at venues of the Landlord, shall be an essential contractual obligation of the tenant vis-à-vis the Landlord.
5. If the tenant fails to meet his/her obligations to furnish proof or to provide a collateral security acc. to clause 1 or 2 at all or in due time, this shall entitle the Landlord, after prior setting of a time limit with threat of refusal to accept performance, to withdraw from the agreement (regarding this, see also section 17 clause 1 g) and to demand compensation for damages.

Section 11 Broadcasting, TV, Internet and Loudspeaker Transmission; Production of Audio, Audiovisual and Visual Recordings

1. Subject to the consent of the copyright and ancillary copyright beneficiaries involved, audio, audiovisual, visual and other recordings and any kind of transmissions of the event (radio, TV, Internet, loudspeakers, etc.) shall also require the written of the Landlord.
2. The Landlord shall be entitled to make its consent thereto dependent on the agreement on any remuneration to be paid to it.
3. The Landlord shall have the right to produce or have produced audio/visual recordings and drawings of event sequences or exhibited or used objects for documentation purposes or for own publications, e.g. via Internet, by means of DVD, CD, by brochures, etc. This shall also apply to recorded persons if they have consented to any such publication outside the current reporting permitted without consent being required.

I. General Terms and Conditions of Lease

Section 12 Management, Merchandising, Admittance, Breaks, Waste Sorting

1. The entire management for any kind of events on the site or in the premises of the Landlord shall be the sole responsibility of the Landlord or of the contracting company engaged by it. This shall apply, in particular, to any gastronomic requirements, such as beverages, meals, tobacco, ice cream, sweets, etc. The sale or free serving of meals and beverages by the tenant without the prior written consent of the Landlord or of the contracting company engaged by it shall not be permitted and shall entitle the Landlord to demand compensation for damages.
2. Meals and/or beverages must be neither taken into nor consumed in the Landlord's concert hall. The tenant/user must ensure that the event visitors follow this prohibition. The tenant/user shall be liable vis-à-vis the Landlord for any damage arising from violations of this prohibition in the concert hall and/or to its facilities. This prohibition shall not apply to events in the Landlord's foyer, unless agreed otherwise in the lease agreement.
3. Any other commercial activities on the event site beyond the direct holding of the event (especially the sale of sound carriers and other event-related goods) shall require written approval by the Landlord. If no special arrangement is made on the remuneration to be paid for it, the tenant must pay at least 20% of the generated gross turnover to the Landlord.
4. The tenant/user shall be obliged to observe and comply with the legal provisions or official and/or other orders on waste sorting, such as paper/cardboard, glass, residual waste, in the leased object. The tenant/user shall oblige all of his/her guests, visitors, partners, suppliers and customers to likewise observe and comply with the legal provisions or official and/or other orders on waste sorting in the leased object. The Landlord shall have corresponding containers available in the leased object.
If the tenant does not perform any waste sorting by the expiry of the lease period, the Landlord can and may perform such waste sorting subject to a charge at the tenant's expense; the tenant shall additionally pay the costs incurred in this respect to the Landlord against corresponding invoicing. If recycling containers must be additionally provided due to the high amount of waste and the resulting great need for separation, the tenant shall likewise additionally bear the costs arising therefrom and shall pay them to the Landlord against corresponding invoicing.

Section 13 Wardrobes and Lavatory Staff

1. Management of the visitor wardrobes shall be incumbent upon the Landlord. The Landlord shall take the decision as of whether and to what extent the wardrobe will be provided for the respective event. The wardrobe fee shall be paid by the visitors in acc. with the rate displayed.
2. Management of the lavatories shall be incumbent upon the Landlord. The event visitor must pay remuneration in acc. with the rate displayed, if applicable.
3. The staff for the hostess services, the technical and sanitary facilities and for any further services, if applicable, shall be provided by the Landlord upon consultation with the tenant at the tenant's expense.

Section 14 Fire Brigade and Medical Services

1. The charge shall notify the fire brigade and medical services prior to the event. The scope of these services (number of persons to be provided) shall depend on the type of event, the number of visitors, the event-specific safety regulations and the official determinations in the individual case.
2. The costs incurred by the ordering, coordination, presence and deployment of fire brigade and medical services shall be borne by the tenant.

Section 15 Admission and Security Service Staff

1. The admission and security service staff shall be ordered by the Landlord at the tenant's expense.
2. The required number of admission and security service staff members shall be determined by the type of event, the number of visitors, potential event-related risks and by additional requirements of the construction and security service authorities, if applicable.
3. The contracting partner may deploy its own or any admission, supervisory and security service staff selected by it only with the Landlord's written consent.
4. The Landlord shall be fully entitled at any time:
 - to reject the security company and security service proposed by the tenant; and
 - to define or provide at the organiser's / contracting partner's charge and expense a minimum number of admission and security service staff.

I. General Terms and Conditions of Lease

Section 16 Event Manager and Event Technology Officers

1. The tenant shall provide the Landlord with the name of a person who shall fulfil the obligations of the regulations of Section 38 Para. 1 to 4 MPlaceREG as "Event Manager" during the set-up and dismantling phase and during event operations (regarding this, see also clause 3.2 of the Organisational and Technical Safety Regulations).
2. "Event Technology Officers and Specialists" shall be provided by the Landlord at the tenant's expense in acc. with Section 40 MPlaceREG (regarding this, see also clause 3.3 of the Organisational and Technical Safety Regulations), unless agreed otherwise in the lease agreement.

Section 17 Responsibility and Liability of the Tenant

1. The tenant shall be liable vis-à-vis the Landlord for compensation for damages upon occurrence of any personal injury, material and pecuniary damage caused by the tenant, his/her agents, auxiliary agents, guests or other third parties within the meaning of Sections 278, 831, 89, 31 BGB in connection with the event.
2. Said liability shall also cover any damage caused by the fact that third-party events cannot be held as scheduled, as well as any damage arising due to tumultuous riots, fire, panic and similar incidents caused by the event (damage typical of the event).
3. The tenant shall indemnify the Landlord upon first demand from all third-party claims for compensation for damages asserted in connection with the event to the extent that such claims are attributable to the tenant or his/her auxiliary and vicarious agents.
4. The tenant shall be liable for the flawless and full return of the premises, devices, keys and facilities ceded by the Landlord to the tenant for use.
5. If any administrative offences or fines are imposed against the Landlord or its auxiliary and vicarious agents as a result of any violations of the provisions of the terms hereof, especially due to any violations of the Organisational and Technical Safety Regulations in Part II, for ex. based on Section 38 Para. 5 Sentence 2 MPlaceREG (Operator's Liability), the tenant shall be obliged to immediately assume or reimburse the imposed administrative offences and fines to the extent that their imposition is based on breaches of duty attributable to the tenant or his/her auxiliary and vicarious agents.
6. The assumption and indemnity obligation in acc. with the provision in clause 5 above shall also cover such fines that are imposed against the Landlord or its auxiliary and vicarious agents based on any other regulations under public law, e.g. based on regulations under police legislation or based on official orders.
7. The Landlord shall immediately forward to the tenant any imposition of administrative offences and fines (see clauses 5 and 6 above) falling in the tenant's area of responsibility. The tenant shall be entitled to demand the Landlord to submit a notice of opposition and to bring an action against corresponding impositions. In such a case, the tenant shall be obliged to completely bear any arising legal prosecution costs and to indemnify the Landlord in full in this respect.
8. Any further liability of the tenant acc. to the legal regulations shall remain unaffected. Explicit reference shall be made to compliance with all legal provisions and regulations, especially the German Youth Protection Act [*Jugendschutzgesetz*], the German Meeting Place Regulations [*Versammlungsstättenverordnung*] and the German Fire Protection Regulations [*Brandschutzverordnung*].
9. The contracting partner shall be obliged to take out and maintain during the lease period organiser liability insurance with an adequate sum insured in the minimum amount of
 - € 3.0 million (in words: euros three million) as a lump sum for personal injuries and material damage, not exceeding € 3.0 million (in words: euros three million) per individual person;
 - € 100 thousand (in words: euro one hundred thousand) for pecuniary damage

at the tenant's own expense. Taking out of the insurances shall be demonstrated to the Landlord without request by presentation of the respective insurance policy upon conclusion hereof, at the latest, however, four weeks prior to the start of the event.

The Landlord shall have the right to take out the required insurance at the contracting partner's charge and expense if taking out of such insurance is not demonstrated in due time. The insurance premium per event day shall be between € 350 and € 400 (in words: between euros three hundred fifty and euros four hundred).

The tenant shall indemnify the Landlord from all claims for compensation for damages asserted in connection with the event to the extent that such claims are insured acc. to the provision above or should have been in-

I. General Terms and Conditions of Lease

sured by the tenant.

Section 18 Liability of the Landlord

1. The Landlord's no-fault liability for compensation for damages for initial defects in the ceded leased properties shall be excluded.
2. The Landlord's liability shall be excluded to the extent that the Landlord has not acted wilfully and knowingly or grossly negligently or culpably violated life, body and health of any persons. The Landlord's liability for its auxiliary agents shall be excluded.
3. The Landlord shall not be liable for any damage caused by any measures prompted by it to maintain safety and order. If any misjudgement of the situation results in the restriction, cancellation or abandonment of any event upon the Landlord's instruction, it shall not be liable for cases of negligence. The Landlord's liability shall likewise be excluded if any event must be interrupted, restricted, changed, cancelled or abandoned upon instructions from public authorities.
4. The Landlord shall not assume any liability for any objects brought into the leased object by the contracting partner, its employees, sub-suppliers and other third parties acting on behalf of the contracting partner.
5. Any reduction of the rent due to defects in the leased object shall come into consideration only if the intent to reduce the rent had been notified to the Landlord in writing during the lease period.
6. The Landlord shall not be responsible for any disturbances caused by industrial dispute or force majeure.
7. To the extent that liability acc. to the provisions of these Terms and Conditions of Lease is excluded or limited, this shall also apply to the personal liability of the Landlord's staff members, employees, workers, representatives and subcontractors.
8. The exclusions and limitations of liability in section 18 above shall not apply in case of any violation of life, body, health of any persons.

Section 19 Withdrawal from the Agreement

1. The Landlord shall be entitled to withdraw from the lease agreement without previous following fruitless setting of a time limit with threat of withdrawal if:
 - a) the payments to be made by the tenant (rent, incidental costs, collateral security) have not been effected in good time;
 - b) the event causes any disturbance of public safety and order or any damage to the city's reputation;
 - c) the official approvals or permissions required for the event are not available;
 - d) the purpose of use defined in the lease agreement is changed significantly;
 - e) insolvency proceedings had been initiated in relation to the tenant's assets or initiation of insolvency proceedings had been rejected for lack of assets;
 - f) the tenant violates legal regulations, especially the operating regulations of the Meeting Place Regulations or official requirements and orders;
 - g) the tenant does not fulfil his/her legal and official or, only to the extent that they are associated with the event, contractually assumed notification, information and payment obligations vis-à-vis the Landlord or vis-à-vis public authorities, fire brigade or medical and rescue service or GEMA.
2. If the Landlord exercises its right of withdrawal, this shall not give rise to any compensation claim of the tenant vis-à-vis the Landlord.
3. If the tenant does not hold the event for any reason not attributable to the Landlord, the tenant shall pay:
 - up to 12 months prior to the start of the event: 25%;
 - up to 6 months prior to the start of the event: 40%;
 - up to 4 months prior to the start of the event: 60%;
 - up to 3 months prior to the start of the event: 80%; and
 - up to 2 months prior to the start of the event: 100%

I. General Terms and Conditions of Lease

of the contractually agreed rent or of the agreed lump-sum remuneration. The cancellation shall require written form and must have been received by the Landlord within the aforementioned time limits.

In addition, the tenant must bear all costs incurred by the Landlord until the date of cancellation of the event.

The tenant shall be entitled to demonstrate that the damage caused to the Landlord is lower. Where required, the Landlord shall provide the tenant with any information required to this end after prior written request.

4. If the contractually scheduled event cannot be held due to force majeure, either contracting partner shall bear its own costs incurred by itself until that time. If the Landlord has made any advance payment of any costs for the tenant in this respect that would have to be reimbursed by contract, the tenant shall be obliged in any case to reimburse the Landlord for such advance payment. Failure of individual artists to appear or failure by one or several participant/s to appear in good time, as well as bad weather including ice, snow and storm shall not be covered by the term "force majeure" in any case.

Section 20 Final Provisions and Place of Jurisdiction

1. Verbal side agreements and amendments to the lease agreement have not been made. They shall require written form.
2. Any General Terms and Conditions of the tenant that deviate from and apply in addition to the Landlord's contractual terms and conditions (Parts I, II and III) shall not become part of the lease agreement. The present contractual terms and conditions, as amended from time to time, shall apply exclusively.
3. The contractual relationship shall exclusively be subject to German law. The place of fulfilment and the place of jurisdiction shall be Lübeck, Germany.
4. The European Commission provides a platform for online dispute resolution (ODR platform), available at: www.ec.europa.eu/consumers/odr. The e-mail address of MuK GmbH which can also be found in the legal notice, shall be: kontakt@muk.de.
5. The Landlord shall be neither obliged nor willing to take part in the dispute settlement proceedings of the European Commission or acc. to the German Act on Alternative Dispute Resolution in Consumer Matters [*Verbraucherstreitbeilegungsgesetz*] before any consumer conciliation body.
6. If individual clauses of these General Terms and Conditions of Lease are or become effective, this shall not affect the effectiveness of the remaining provisions hereof. The non-included or ineffective provision shall be replaced by such regulation that comes closest to the content of the original provision, including, in particular, from economic viewpoints.

II. Organisational and Technical Safety Regulations

1. Preliminary Remark / Liability

- 1.1 The present Organisational and Technical Safety Regulations were adopted by us with the aim of comprehensively informing our tenants / organisers of all measures required to ensure the safety of any persons in the implementation of events. The basis of the determinations made shall be, in particular, the Schleswig-Holstein State Meeting Place Regulations [*Versammlungsstättenverordnung*]. The determinations made shall be a binding part of the agreement for the tenant and the Landlord, unless any deviating regulations have been made in individual agreements.
- 1.2 The present safety provisions shall be binding upon all companies, organisations and persons holding events at our meeting places. The Organisational and Technical Safety Provisions shall always be part of our contractual terms and conditions and the underlying lease agreement. Additional requirements with respect to safety and fire protection for any event may be imposed on the part of the security service bodies, construction authorities and fire protection departments, especially if any particular risk for people and material assets originates from the nature of the scheduled event.
- 1.3 Compliance with the present provisions and any additional orders of the public authorities, if applicable, shall be generally monitored by our employees and/or by the regulatory agencies (construction supervision, fire brigade) on a random basis. Moreover, all legal provisions applicable to events and meeting places, as amended from time to time, must be observed. To ensure the safety of any event participants and for preventive fire protection reasons, the implementation of any event may be prohibited by us or by the regulatory agencies in charge if any identified defects have not been remedied until the start of the event.
- 1.4 The tenant shall ensure full implementation of all requirements imposed on the event at his/her own expense.

2. Notification and Information Obligations of the Tenant

- 2.1 **Stage direction:** the tenant undertakes to forward a stage direction incl. all assembly instructions to the Landlord upon conclusion of the lease agreement, four weeks prior to the event at the latest.
- 2.2 **Information required in terms of organisation and technical safety:** in addition to the stage direction, the tenant shall also provide the Landlord in writing with the following information for reasons of safety and to ensure optimum preparation and implementation of the event, likewise by no later than four weeks prior to the event:
 - the name of the Event Manager acc. to Section 38 Para. 5 MPlaceREG (regarding this, see also clause 3.2);
 - the size of any scenery areas / stands;
 - the time of the technical rehearsal to be conducted in acc. with Section 40 Para. 6 MPlaceREG;
 - as of whether any activities involving fire hazards / pyrotechnical effects, the operation of laser equipment or fogging systems are intended (approval requirement to be observed);
 - as of whether any superstructures/furnishings/decorations are brought into the leased object (certificates reg. fire classes to be brought along);
 - as of whether any technical stage, studio, lighting or other technical systems will be altered during the event; and
 - as of whether any technical machine movements, artistic representations take place in or above the auditorium.

The Landlord shall point out, in particular, that an automatic fire alarm system has been installed in individual meeting rooms. The tenant must notify the Landlord in due time of any smoke, fire, heat, sawdust, particular dust formation, etc. to ensure appropriate setting of the fire alarm system. If any failure of the tenant to notify any circumstances in this respect results in a false alarm, the resulting costs shall be charged to the tenant.

3. Persons Responsible

- 3.1 **Responsibility of the Tenant:** the tenant shall be responsible for the entire programme of events and for ensuring safe and smooth implementation of the event including its preparation and subsequent execution. The tenant shall be deemed organiser acc. to Section 38 Para. 5 MPlaceREG. The tenant shall comply with the relevant regulations applicable as of the date of the event in his/her own responsibility, in particular those of the Meeting Place Regulations, the State Construction Regulations and the Trade Regulations as well as the Accident Prevention Regulations of the employers' liability insurance associations. The same shall also apply to any compliance with or fulfilment of official orders, requirements and conditions. The regulations to be complied with under the Meeting Place Regulations shall include performance of the obligations acc. to Section 38 Para. 1 to 4 MPlaceREG. For the avoidance of doubt, it shall be pointed out that these obligations shall include, in particular, fulfilment of the legal duty to maintain safety within the meeting place, especially regarding the embellishments, furnishings, superstructures, suspensions and cables and lines laid, etc.

II. Organisational and Technical Safety Regulations

brought into the lease object by the tenant or his/her auxiliary and vicarious agents, for the duration of the lease period.

- 3.2 **Event Manager:** the tenant shall provide the Landlord with the name of an employee who shall fulfil the obligations of the regulations of Section 38 Para. 1 to 4 MPlaceREG as “Event Manager” during the set-up and dismantling phase and during event operation. The Event Manager shall take part in the inspection of the leased object (see section 2 no. 3 of the General Terms and Conditions of Lease) and shall get himself/herself acquainted with the meeting place.

The tenant’s Event Manager shall ensure compliance with the regulations of the MPlaceREG and observance of any official orders during the event. The Event Manager shall be obliged to be present during the operation, must be able to be contacted at any time and must take any decisions required, if applicable, in coordination with the Landlord’s project manager, public authorities and external assistants (fire brigade, police, building authority, Office of public order, medical services).

The tenant’s Event Manager shall be obliged to suspend the event operation if this is required due to any risk to persons at the meeting place, if any systems, installations or devices required to ensure technical safety does not work or if any operating regulations of the Meeting Place Regulations (regarding this, see also clause 4) are not (cannot be) complied with. The Event Manager must immediately notify the external bodies (fire brigade, police, medical services) and the Landlord’s project manager if the safety or health of persons is jeopardised or affected.

The Event Manager’s name and phone number must be communicated to the Landlord in writing upon conclusion of the lease agreement, at the latest, however, four weeks prior to the event.

The tenant’s Event Manager shall be supported by employees of the Landlord while performing his/her obligations. Besides the tenant’s Event Manager, the Landlord’s employee shall continue to be entitled to exercise the domiciliary right vis-à-vis all persons at the meeting place.

- 3.3 **Event Technology Officers and Specialists:** set-up and dismantling of any technical stage, studio and lighting systems including technical rehearsals must at least be managed and supervised by an “Event Technology Officer” to the extent that any stage, studio or lighting technology on scenery areas exceeding a size of 200 m² is set up or dismantled. If the size of the scenery area is between 50 m² and 200 m², presence of a subject matter expert acc. to Section 40 Para. 4 MPlaceREG shall be sufficient.

For dress rehearsals, events, broadcasts or recordings of event, at least one Event Technology Officer of the Stage/Studio discipline or of the Hall discipline as well as one Event Technology Officer of the Lighting discipline must be present at the meeting place (for scenery areas > 200 m²). If the size of the scenery area is between 50 m² and 200 m², presence of a subject matter expert acc. to Section 40 Para. 4 MPlaceREG shall be sufficient.

Presence during dress rehearsals, events, broadcasts or recordings of events shall not be required if

- safety and functionality of the technical stage, studio and lighting as well as of the other technical systems of the meeting place had been inspected by the Event Technology Officer;
- these systems will be neither moved nor otherwise altered during the event;
- the nature and implementation of the event cannot pose any risks; and
- another “Supervisory Officer” to be designated by the tenant is familiar with the technical systems.

If the conditions acc. to clause 3.3 have been met, the tenant shall be obliged to designate the required number of Event Technology Officers / Experts. The Landlord shall provide the Event Technology Officers / Experts required, where available, at the tenant’s request and expense.

- 3.4 **Minimum wage:** all service providers, subcontractors and other companies cooperating with use shall be obliged to observe and comply with any legal regulations in relation to the minimum wage. They shall further undertake to also agree on this regulation with the service providers and/or companies engaged by them to the extent that the latter are working for us. Moreover, the service providers or companies working for us shall be obliged to certify compliance of the legal regulations on the minimum wage to us in writing upon our first request.

4. Operating Regulations Ensuring Technical Safety

- 4.1 **Technical equipment:** in principle, any firmly installed technical building equipment at the meeting place may only be operated by the Landlord’s staff; this shall also apply to any connection to the lighting or power system.

II. Organisational and Technical Safety Regulations

- 4.2 **Rescue route and seating plan:** the approved rescue route and seating plans shall have binding effect on the seating of the meeting place. Any amendment to the rescue route and seating plan shall require the written approval of the Landlord and an additional building authority approval at regular intervals. Any overcrowding of the meeting place shall be strictly prohibited. This shall apply to event both with and without seating and to events with standing places.
- 4.3 **Fire brigade manoeuvring areas and fire hydrants:** the access routes and manoeuvring areas required and marked by "No waiting" signs for the fire brigade must be kept clear at all times. Vehicles parked and objects placed on the escape routes and within the safety areas shall be removed at the expense and risk of the owner. Fire hydrants at the meeting place and on the open-air grounds must be neither obstructed nor disguised nor made inaccessible.
- 4.4 **Emergency exits, escape hatches and hall aisles:** These escape routes must be kept clear at any time. It must always be possible to easily open the doors alongside escape routes in their full width. Escape routes, exit doors, escape hatches and their marking must not be obstructed, covered or disguised in any other manner whatsoever. Corridors must not be constricted at any time by any objects placed in or projecting into the corridor. All corridors shall serve as escape routes in case of an emergency.
- 4.5 **Safety equipment:** sprinklers, fire alarms, fire extinguishing units, trigger points for the smoke extraction devices, smoke detectors, hall telephones, closing devices for the hall doors and other safety equipment, whose indication signs and the green emergency exit markings must be accessible and visible at any time; they must be neither obstructed nor covered nor disguised in any other manner whatsoever. The effectiveness of automatic fire extinguishing equipment must not be compromised by any covers and embellishments.
- 4.6 **Podiums, tribunes and exhibits** temporarily brought to the meeting place must meet all requirements of the MPlaceREG. DIN 4102 (Fire behaviour of building materials and building components) must be imperatively observed and complied with for all objects brought into the leased object.
- 4.7 **Building authority approvals:** upon request, the Landlord shall assume responsibility for forwarding building permit applications destined to amend the hall layout planning to the construction supervision authority on behalf and for account of the tenant. The costs of the approval procedure shall be invoiced to the tenant. The tenant must provide the Landlord with all documents required for the approval procedure by no later than six weeks prior to the event.
- 4.8 **Material-related requirements:** decorations, furnishings and curtains used to embellish the event must at least be made of a highly fire-resistant material (acc. to DIN 4102) Embellishments in required hallways, corridors and stairwells must be made of a non-flammable material. Materials used several times must be re-inspected for their low flammability and re-impregnated, if required. The Landlord may insist that the tenant provides corresponding certificates reg. the flame retardancy of any objects of the Landlord. No waste or residues from flammable materials must be stored below or on stages and platforms.
- 4.9 **Embellishments** must be kept far enough away from ignition sources, e.g. spotlights, so that the material cannot be inflamed by them. Embellishments must be directly attached to walls, ceilings or furnishings. Embellishments hanging freely throughout the premise shall be permitted only if their minimum distance to the floor is 2.50 m. Embellishments made of natural plant decorations may be located in the premises only as long as they are fresh.
- 4.10 **Flammable packing materials and waste** must be immediately eliminated by the tenant from the rented premises.
- 4.11 **Elimination of non-approved building components and materials:** any superstructures, furnishings, equipment and embellishments (materials, e.g. confetti cannons, gas-filled balloons) in the hall which have not been approved or do not comply with these Technical Guidelines or the MPlaceREG shall not be permitted to be installed at the meeting place and must be eliminated or altered at the tenant's expense, if applicable. This shall also apply to any substitute performance by the Landlord.
- 4.12 **Use of open fire, flammable liquids, gases and pyrotechnics** as well as of explosive substances shall be prohibited. This ban on use shall not apply to the extent that any use of open fire, flammable liquids and gases as well as of pyrotechnical objects is accounted for by the type of event and the tenant has coordinated the required fire protection measures with the Landlord and the fire brigade in the individual case. Generally, a smoking and fire ban in front of chairs or seats shall apply to all events. Use of pyrotechnical objects must be approved by the public authority and supervised by a person qualified acc. to explosives legislation. Evidence of the holder of the permit and of the certificate of competency must be provided.

II. Organisational and Technical Safety Regulations

- 4.13 **Abrasive cutting work and hot work:** any welding, cutting, soldering, defrosting and abrasive cutting work at the meeting place shall be prohibited. Exceptions shall be permitted only after prior registration and coordination with the Landlord.
- 4.14 **Knocking of holes and driving-in of nails,** hooks and the like into hall floors, walls and ceilings shall not be permitted. Any use of powder-actuated tools shall not be permitted either. Laying of carpets or placement of any other decoration materials directly on the hall floor must be made by the tenant such that this will not result in any danger of slipping, tripping or falling by persons. Adhesives and other residues must be completely removed.
- 4.15 **Orders of the construction supervision,** fire protection departments, public order office and the police must be mandatorily complied with by the tenant. The legal provisions, especially the German Youth Protection Act [*Jugendschutzgesetz*], the German Trade Regulations [*Gewerbeordnung*] and the German Meeting Place Regulations [*Versammlungsstättenverordnung*], must likewise be complied with by the tenant.
- 4.16 **Sound level during music events:** organisers of music performances must autonomously verify whether and what kind of safeguard measures are required to avoid any harm to the audience. They must autonomously take all measures required. By limiting the sound level appropriately, the tenant/organiser must ensure that visitors and third parties will not be harmed during the event ("risk of hearing loss"). Any measures suitable to demonstrate any hazardous music volume may likewise be part of the precautions required to protect the concert audience against any harm and may thus be a subject matter of the organiser's legal duty to maintain safety. As a generally recognised code of practice, DIN 15905 Part 5 "Acoustics in theatres and multi-purpose halls" contains measures to avoid any risk to the audience's hearing by high sound pressure levels in loudspeaker reproduction.
- 4.17 **Exercise of the domiciliary right:** the Landlord shall grant the tenant the domiciliary right vis-à-vis visitors to the extent required for proper and safe implementation of the event. The Landlord shall continue to exercise the domiciliary right vis-à-vis the tenant, organiser, visitors and third parties for the duration of the lease. The security company and security service forces and external services (police, fire brigade) engaged shall ensure enforcement of the domiciliary right vis-à-vis visitors, service companies and third parties. Their orders must be immediately followed.

III. House Regulations

The House Regulations of Lübecker Musik- und Kongresshallen GmbH shall govern the rights and obligations of visitors/spectators during their stay at the meeting place. The instructions of the employees and agents of Lübecker Musik- und Kongresshallen GmbH must be immediately followed.

Only event visitors and guests of the Landlord shall be authorised to **stay** at the meeting place. Visitors/spectators must take the seat specified on the admission ticket for the respective event and must only use the accesses provided for to this end. The admission ticket shall lose its validity once the holder leaves the meeting place.

All facilities of the meeting place must be used **with due care**. At the meeting place, everyone must act in such a way that no other person will be harmed, jeopardised or hampered or harassed more than is inevitable under the circumstances.

Generally, **smoking shall be prohibited** in all meeting rooms of the meeting place. This shall also apply to electronic smoking substitutes (electronic cigarettes, etc.).

For reasons of security, **locking of premises**, buildings and open spaces and their vacation by the Landlord may be ordered. All persons staying at the meeting place or on the site must follow any requests of the security service forces engaged, of the police and the fire brigade without undue delay and must immediately leave the meeting place in case of any vacation order.

To avert any danger, the visitors shall be obliged, following instructions by the police or the inspection and security service, to also take any seats other than the ones provided for or noted on their admission ticket, also in other blocks; any reimbursement of admission charges shall not be paid in such a case.

Bags, containers carried along and clothing, e.g. coats, jackets and capes, may be checked for their content. Visitors disagreeing with the confiscation by the inspection and security service of any objects likely to cause any hazard to the event or visitors shall be excluded from the event. Any entitlement of the rejected visitors to claim reimbursement of the admission charge shall not apply. In line with the specific character of the event, it may be prohibited to take along bags and similar containers to the event.

Persons who are recognisably **under the influence of alcohol or drugs** shall be excluded from the event.

Young people under the **age of 14** may stay at the meeting place only when accompanied by a legal guardian. For all other cases, the provisions of the German Youth Protection Act [*Jugendschutzgesetz*] shall apply. Exceptions shall apply only if an explicit posting is made at the box offices and in the admission areas.

It shall be prohibited to take along the following items:

- weapons or dangerous objects as well as items likely to cause injuries to persons when thrown;
- gas spray bottles, corrosive or colouring substances or pressurised vessels for highly flammable or hazardous gases, except for commercially available pocket lighters;
- containers made of fragile or splintering material;
- fireworks, rockets, Bengal firework, smoking powder, star shells and other pyrotechnical objects;
- flags or sign poles not made of wood, longer than 2 m or with a diameter of more than 3 cm;
- large-scale banners, larger quantities of paper, wallpaper rolls;
- mechanically and electrically driven noise-generating instruments;
- all kinds of beverages, meals and drugs;
- animals;
- racist, xenophobic and radical propaganda material; and
- video cameras and other audio or visual recording devices for the purpose of commercial use (unless the organiser has given his/her appropriate consent).

Meals and/or beverages must be neither taken into nor consumed in the Landlord's concert hall.

The tenant and the event visitors shall be obliged to observe and comply with the legal provisions or official and/or other orders on **waste sorting**, such as paper/cardboard, glass, residual waste, at the meeting place. The Landlord shall have corresponding containers available in the leased object.

Right to one's own picture: If any photographs, film and/or video recordings are produced by LMuK employees, by the organiser or by any engaged company within the area of the meeting place for reporting or advertising purposes, such recording activity must be neither impeded nor affected in any other manner whatsoever. All persons entering or staying at the meeting place shall be pointed to the performance of photo, film and video recordings in the area of the meeting place by the present House Regulations. By entering the meeting place, the persons identifiable on such recordings shall agree that these recordings will be used for both recording and advertising purposes.

Sound level during music events: the visitors shall be pointed to the fact that permanent damage to their hearing performance may be caused. To reduce the risk of damage, we recommend, in particular, that visitors wear "earplugs" or a comparable hearing protection.

House bans imposed by the Landlord shall apply to all ongoing and future events implemented at the meeting place. Lifting of the house ban shall require a written application including reasoning on which a decision shall be taken by the Landlord within three months.

Lübeck in January 2018,
the Management Board