

## General Terms of Use and Safety Conditions (GTUSC) of Stadthalle Reutlingen GmbH (SHR GmbH)

### I. **General Terms and Conditions/exclusion of external GTC/special case: trade fairs and exhibitions/legal position of the parties/organisers/risk/no corporate relationship:**

1. These GTUSC apply for all uses of the Stadthalle Reutlingen. They apply for entrepreneurs as well as for all future contractual relationships. The user's internal General Terms and Conditions (GTC) do not apply.
2. Exhibitions and trade fairs of all kinds must also comply with the "Additional Terms and Conditions for Exhibitions".
3. SHR GmbH exclusively acts as the provider within the scope of the contractual event held on the premises. It is never the organiser and/or co-organiser within the meaning of copyright law, civil law or any other law.
4. The organiser and sole contract partner in relation to ticket buyers and event visitors is exclusively the user. This must be clearly and visibly noted by the user on all advertising and other media, advertisements, flyers, printed material, posters, tickets, in the press, on the internet, etc., without exception.
5. The user holds the event in its own name, at its own expense and at its own risk. The user bears the entire financial and organisational risk of the event during the planning, preparation, implementation, conclusion and management of the event. SHR GmbH is not an organiser and also not a co-organiser.
6. The conclusion of an event agreement does not establish any corporate relationship between the parties.
4. The tacit extension of the contractual relationship (Section 545 of the German Civil Code) after the end of the period of use is excluded.
5. SHR GmbH is responsible for managing the visitor cloakrooms and toilets. SHR GmbH is entitled to appoint third parties to manage the cloakrooms. Users must pay the standard rates.
6. A general cloakroom obligation exists for fire safety reasons and the safety requirement to keep escape and emergency routes clear. The user ensures that the cloakroom obligation is observed and complied with by event visitors.
7. For private functions, the user may be charged a flat rate for the use of the cloakrooms and toilets.
8. SHR GmbH is not liable for user items that are brought into the premises before the start of the contract, nor for items left behind by the user after the end of the period of use. If the user does not collect these items within a maximum of 3 days after the end of the period of use, SHR GmbH is entitled to appoint a forwarding agent to collect and store the items at cost to the user, but is not obliged to do so. If SHR GmbH stores items that are left behind itself, it is not liable for any associated loss, destruction and/or deterioration.

### II. **Inspection of the civic centre/handover report/catering/ban on modifications/merchandising/instruments and technical devices/no automatic extension/cloakrooms/toilets/general cloakroom obligation/no liability for items left behind**

1. Before the premises are transferred to the user, the rooms are inspected together with the user or an appropriate and authorised representative, with written confirmation. Pursuant to Section 1 (3) of the event agreement, a written handover report is created and signed, in which any defects on the premises and the associated equipment must be recorded.
2. The user is effectively prohibited from bringing food and drink into the civic centre and/or from selling food and drink, or allowing this to be sold, without the written consent of SHR GmbH. Catering services are exclusively provided by the SHR GmbH catering partner Rauschenberger Catering & Restaurants GmbH & Co. KG. The contact details shall be conveyed to the user via the SHR GmbH project management. If catering is to take place in the backstage area, this requires the written consent of SHR GmbH.
3. All merchandising activities, such as lobby sales or the like always require the prior written consent of SHR GmbH or the conclusion of a separate written merchandising agreement. SHR GmbH has the right to sell goods itself or appoint third parties to sell the goods.

### III. **Advertising measures/advertising rights/fly-posting/indemnification/press**

1. All the advertising and promotional measures planned by the user in the civic centre or on the associated premises, such as the erection of billboards, the erection or attachment of signs, the distribution of flyers or promotional gifts, the hanging up of flags or pennants and the display or attachment of posters or other advertising media always require the prior written consent of SHR GmbH.
2. Texts and logos, etc., which relate to SHR GmbH, shall be defined by SHR GmbH.
3. Advertising spaces in the civic centre may be made available to the user for a charge.
4. SHR GmbH is not obliged to remove existing advertising material.
5. The user gives its assurance that it has all the necessary copyrights, image, trademark, personal and naming rights, etc., required for its advertising measures and that it shall not act in an anti-competitive manner and/or permit such anti-competitive activity. This also applies in the event that the user provides advertising material (photos, logos, texts, etc.) and/or event details to SHR GmbH for internal advertising measures. It hereby assures SHR GmbH of the complete nature of the transferred advertising rights and irrevocably indemnifies SHR GmbH from all associated claims and third-party claims upon conclusion of the event agreement. This also applies for any resulting costs of legal proceedings.

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6. The user is aware that fly-posting is generally prohibited nationwide. The user hereby assures SHR GmbH of its compliance with the applicable provisions (civil law, German Civil Code, municipal ban on displaying posters, German Unfair Competition Act, etc.) in this respect and irrevocably indemnifies SHR GmbH from all claims and third-party claims, including any costs of associated legal proceedings with the conclusion of the event agreement.

7. Representatives of the press, radio and television are permitted for the reporting by the press media in accordance with the applicable safety regulations and seating plans, if this is jointly desired by SHR GmbH and the user in the individual case. An access entitlement for the press media does not exist.

#### IV. Ticket sales/service maps/seats/assignment of claim/ban on overcrowding

1. The production, design and sale of tickets as well as the organisation and implementation of advance ticket sales is the sole responsibility of the user as the sole organiser. The user independently bears all the associated costs.
2. If SHR GmbH is to be integrated into advance ticket sales, this must be agreed in a separate written ticketing contract with SHR GmbH.
3. SHR GmbH must at least be provided with 10 service seats for the duration of the event, free of charge, for purely operational purposes and these may not be sold by the user. The number of additional free tickets to be provided by the user for security services and authorities (police, medical service, fire brigade, etc.), shall be mutually agreed between the parties in each individual case.
4. The user hereby assigns SHR GmbH receipts from any advance ticket sales carried out for the user to SHR GmbH up to the amount of all SHR GmbH claims from the event agreement in advance. SHR GmbH hereby accepts this assignment. It is entitled to withhold all receipts in accordance with sentence 1 to cover all outstanding claims from this contract (also including expected ancillary costs).
5. Any overcrowding of the premises is strictly prohibited. The seating plan for the rooms and the defined capacity limits (personnel capacity) must be complied with by the user without exception. The number of approved visitor spaces in the seating and escape route plan must not be exceeded and the approved arrangement of the visitor spaces must not be modified (Section 32 (1) of the Venue Regulation for Baden-Württemberg). In case of overcrowding, SHR GmbH is entitled to immediately cancel the event, terminate the contract without notice and without prior warning, or immediately withdraw from the contract without previously setting a deadline with a penalty of withdrawal. The user must still pay the entire user fee and all associated costs as well as compensation for damages; any reimbursement of the user fee is excluded. The user is solely responsible for damage caused by overcrowding. With regard to breaches of the ban on overcrowding, the user hereby irrevocably indemnifies SHR GmbH from all claims and third-party claims, including

the associated costs of legal proceedings with the conclusion of the event agreement.

#### V. Smoking ban/cloakrooms/Gema/GVL

1. An absolute smoking ban is in place for the civic centre. The only exception is any specifically marked smoking zones in the outdoor area. The user gives its assurance that it shall comply with the smoking ban and that it shall enforce this requirement with respect to visitors to the event, agents and third parties without exception. In case of infringements of the smoking ban, the user must immediately take the necessary and appropriate measures to prevent breaches of this nature. With regard to breaches of the smoking ban, the user hereby irrevocably indemnifies SHR GmbH from all claims and third-party claims, including the associated costs of legal proceedings with the conclusion of the event agreement. This also applies for any fines or penalties, etc., that are imposed.
2. SHR GmbH shall provide the staff for the cloakrooms. The associated fee shall be collected from event visitors directly at the cloakroom and is solely attributable to SHR GmbH.
3. If GEMA material is used and this relates to a public event, the user must promptly register the event with the responsible GEMA regional office, i.e. conclude a binding licence agreement with GEMA and pay the GEMA and GVL fees on time. The user shall provide written evidence of the existence of the licence agreement with GEMA as well as of the payment of the GEMA and GVL fees at least 2 weeks prior to the event. If the user does not meet this obligation, SHR GmbH may withdraw from the contract without prior warning and/or notification, or terminate the contract without notice. SHR GmbH reserves the right to assert claims for damages in this case. Any repayment of previously paid user fees shall not occur in this case.

#### VI. Householder's rights/official orders/house rules

1. SHR GmbH is the sole owner of the householder's rights.
2. The householder's rights shall be exercised in relation to the user and third parties by SHR GmbH or by personnel appointed by SHR GmbH. The user must follow the relevant orders without restriction. The user must also follow the orders issued by regulatory authorities, the police, fire brigade, the medical and rescue service, THW, etc., without exception. The user must grant the aforementioned institutions/authorities and SHR GmbH access to all areas of the premises upon request and immediately provide requested information.
3. The code of conduct of users, visitors and third parties is regulated by the enclosed House Rules, which are an integral part of the event agreement.

#### VII. Audio and image recordings: absolute ban on recordings

1. All recordings (audio recordings, audiovisual recordings, film and image recordings, etc.) and transmissions (radio/TV/internet/wireless/cable, etc.) require the consent of



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the individual rightsholder (originator, practising artist, publishing house, collecting societies, etc.) as well as the written consent of SHR GmbH. The user gives its assurance that it shall comply with the absolute ban on recordings. If necessary in each individual case, the user shall set up a smartphone and camera handover service and bear the associated costs. With the conclusion of the event agreement, the user irrevocably indemnifies SHR GmbH from all associated compensation claims and third-party compensation claims, including any costs of legal proceedings.

### VIII. **Safety regulations (1): Venue Regulation: general information/fire safety/guest performance certification log/operation of equipment/external equipment/accident prevention regulations of the employers' liability insurance association/escape routes/seating plan/barriers**

1. The setup, implementation and removal of the facilities required to hold the event must take place in consultation with the SHR GmbH personnel as well as in compliance with the applicable law, especially the Venue Regulation for Baden-Württemberg and the accident prevention regulations issued by the employers' liability insurance association. All items brought in by the user must comply with the generally accepted rules of sound engineering practice and fire safety regulations (in case of building materials and components, e.g. the applicable accident prevention regulation DIN 4102). SHR GmbH may request the submission of a guest performance certification log from the user pursuant to Section 45 of the Venue Regulation for Baden-Württemberg, with annexes 1-5, or the performance of a technical rehearsal pursuant to Section 40 (6) of the Venue Regulation for Baden-Württemberg (also refer to: Point XV, subsection 2 of the GTUSC). All costs shall be borne solely by the user in addition to the user fee. The user must submit the necessary test reports and certificates for equipment and devices that are brought in. In case of violations, SHR GmbH is entitled to withdraw from the contract. The user fee and all other costs shall remain payable. SHR GmbH's right to demand compensation for damages remains unaffected.
2. The facilities, technical equipment and devices available in the civic centre may only be operated by SHR GmbH and its personnel or service providers. Any operation by the user requires the prior written consent of SHR GmbH. This also applies for any connection to the electricity and high-voltage grid as well as the water, sewerage and communication network.
3. The user assures that it is aware of and shall comply with the accident prevention regulations issued by employers' liability insurance association BGV C1 (Accident Prevention Regulation for Event and Production Sites for Stage Presentations) and BGV A 3 (Accident Prevention Regulations for Electrical Installations and Equipment). With the conclusion of the event agreement, the user irrevocably indemnifies SHR GmbH from all associated compensation claims and third-party compensation claims, including any costs of legal proceedings, in this respect.

4. Any necessary admission, supervisory and lock-up staff as well as security staff shall be appointed by SHR GmbH at the user's expense.
5. Escape routes in the civic centre and on the premises as well as emergency exits, access roads, setup and movement areas for emergency vehicles associated with the police, fire brigade and rescue and security services must always be kept clear.
6. Escape routes in the venue must always be kept clear.
7. During the event, all doors to escape routes must be unlocked and must be easy to open from the inside.
8. Technical equipment of any kind, especially junction boxes, service doors, ventilation systems, switchboards, hydrants, fire alarms, fire extinguishers, emergency exit signs, fire safety regulations, seating plans, switch boxes, etc., must always be kept clear and must never be concealed or blocked.
9. If standing room for visitors is arranged in front of the stage, the visitor areas must be separated from the stage by a barrier so that a corridor at least 2 m wide exists between the stage and the barrier for security staff and emergency personnel.
10. If the nature of the event means that a barrier is required for standing areas in front of stages, barriers must also be set up in the civic centre. The user shall bear the associated costs in addition to the user fee.

### IX. **Safety regulations (2): open fire, etc./fire safety precautions/fire brigade/equipment, props, decorations, pyrotechnic objects and materials, open fire/fire safety technician/use of laser systems**

1. Smoking and the use of open fire, flammable liquids and gases, pyrotechnic objects or compositions and ignition devices and other explosive substances in the premises is generally prohibited. A different regulation only applies, if smoking or the use of these kinds of media are necessary for the production due to the nature of the event and the user has coordinated the necessary fire safety measures with the office responsible for fire safety, the regulations on the guest performance certification log (Sections 40 (6) and 45 of the Venue Regulation for Baden-Württemberg) are complied with, where applicable, and SHR GmbH and the fire brigade have approved their use in advance and in writing following the coordination of the fire safety measures (cf. Section 35 (2) sentence 2 of the Venue Regulation for Baden-Württemberg). The use of pyrotechnic objects must then always be monitored by a suitable and approved as well as appropriately qualified person in accordance with explosives legislation. The explosives regulations apply for the handling of pyrotechnics, pyrotechnic objects and ignition devices. The user bears all associated costs in addition to the user fee.
2. The use of candles and similar light sources as table decorations and the use of open fire in specific kitchen appliances for food preparation is essentially prohibited and only permitted following written approval by SHR GmbH.

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3. For events with a higher fire risk, SHR GmbH shall appoint a fire safety technician in consultation with the fire brigade and at the user's expense (Section 41 (1) of the Venue Regulation for Baden-Württemberg).
  4. A fire safety technician appointed by the fire brigade must always be in attendance for any event on the main stage or stages with more than 200 square metres of floor space (Section 41 (2) of the Venue Regulation for Baden-Württemberg). The instructions issued by the fire safety technician must be followed. The user shall bear the costs of the fire safety technician in addition to the agreed user fee.
  5. The user is obliged to and guarantees that it shall comply with the minimum fire safety requirements in Annex 2 of the guest performance certification log pursuant to Section 45 of the Venue Regulation for Baden-Württemberg and shall use official sample documents to provide information on which building materials and other materials are in use as well as the necessary information on activities that involve fire hazards. The fire safety and pyrotechnic risk analysis must be carried out by the user and the official sample document must be completed. This also applies for pyrotechnic effects.
  6. The equipment must at least consist of flame-retardant material (Section 33 (3) sentence 1 of the Venue Regulation for Baden-Württemberg).
  7. Props must at least consist of material with normal flammability (Section 33 (4) of the Venue Regulation for Baden-Württemberg).
  8. Production-related decorations on stages/stage areas must at least consist of flame-retardant material (Section 33 (5) sentence 1 of the Venue Regulation for Baden-Württemberg). Other decorations are prohibited.
  9. The decoration of corridors, stairwells, escape routes and all other areas is prohibited, with the exception of the production-related decoration of stages/stage areas.
  10. The area under the protective curtain must be kept free of equipment, props and decorations so that the function of the protective curtain is not impaired (Section 33 (7) of the Venue Regulation for Baden-Württemberg).
  11. Flammable material must be kept clear of ignition sources, such as spotlights, radiant heaters or the like, so that the material cannot be ignited by these ignition sources (Section 33 (8) of the Venue Regulation for Baden-Württemberg).
  12. Pyrotechnic objects, flammable liquids and other flammable material, especially packaging material, must generally not be brought into the civic centre. If SHR GmbH approves these in an individual case, the aforementioned materials and substances may only be stored in storerooms specifically provided for this purpose.
  13. The occupational health and safety regulations apply accordingly to the operation of lasers in areas accessible to visitors. Laser systems must always be approved by the responsible office for occupational health and safety and comply with DIN EN 600825-1 "Safety of laser products". The user must obtain approval or the necessary test certificate from an expert, at its own expense, prior to the use of the laser and submit this to SHR GmbH. If this is not submitted, the use of the laser is prohibited. The user gives its assurance that it shall comply with the occupational health and safety regulations and DIN EN 600825-1 in this respect. The user shall irrevocably indemnify SHR GmbH from all associated claims and third-party claims, including any costs of legal proceedings.
- X. Safety regulations (3): consultation with authorities/security concept/security service**
1. SHR GmbH shall inform the police, the fire brigade and the rescue service before the event, if it believes that this is necessary or this is required by law. The scope of the personnel to be deployed in this respect depends on the expected number of visitors and the nature of the event.
  2. SHR GmbH, in consultation with the user, shall take over the necessary information, deployment, coordination and organisation of the cooperation of the police, fire brigade, fire safety technician, rescue service, medical service, security staff as well as, where applicable, the responsible building authority (Sections 38, 41 and 45 of the Venue Regulation for Baden-Württemberg). Any associated costs shall exclusively be borne by the user in addition to the agreed user fee.
  3. If required due to the nature of the event, SHR GmbH must develop a security concept and appoint a security service (Section 43 (1) Venue Regulation for Baden-Württemberg). The security concept must specify the minimum number of security staff, depending on the number of visitors and degree of risk as well as the operational security measures and the general and specific security announcements. The user shall cooperate in the preparation of the security concept. All associated costs shall be borne solely by the user in addition to the user fee.
  4. Any necessary security service required in accordance with the security concept must be managed by a security manager appointed by SHR GmbH. All associated costs shall be borne by the user in addition to the user fee.
  5. The event manager, the security manager and the security staff are responsible for the operational security measures. In particular, they are responsible for controlling the entrances and exits, monitoring the maximum permitted number of visitors and the arrangement of the visitor areas, compliance with the prohibitions under Section 35 of the Venue Regulation for Baden-Württemberg, the security announcements as well as for orderly evacuation in case of an emergency.
  6. The security service shall exclusively be selected and appointed by SHR GmbH. The user shall bear the costs in addition to the agreed user fee.
- XI. Safety regulations (4): vehicular access to the premises/suspensions/floor coverings/miscellaneous modification and other bans**

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1. The use of trucks, forklifts and/or other vehicles of any kind on the premises in the vicinity of and inside the civic centre always requires the written consent of SHR GmbH. The user must instruct its service providers and agents accordingly in advance.
  2. Any suspensions on ceilings may only be erected by SHR GmbH and a service provider appointed by SHR GmbH. The user must submit a request to use any kind of suspensions to SHR GmbH well in advance and ensure that this is approved by SHR GmbH in writing. The existing suspension plan must be requested in writing. The user guarantees that it shall comply with the load limits specified by SHR GmbH and the existing suspension plan without exception. SHR GmbH is entitled to commission a structural engineering report in advance, at cost to the user, and make the desired suspension dependent on the result of the expert opinion. Irrespective of this, SHR GmbH is always entitled to have the final say. The user gives its assurance that it shall strictly comply with the suspension plan. The user shall irrevocably indemnify SHR GmbH from all associated claims and third-party claims, including any costs of legal proceedings.
  3. Carpets, underlay and flooring of any kind, which is brought in by the user, must be installed so that it is non-slip and residue-free, following approval by SHR GmbH, and must be removed, residue-free, at the end of the period of use.
  4. The user must not make any substantial modifications to the premises. In particular, the user is expressly prohibited from mounting and/or using dowels, hooks, bolts, nails or the like, drilling holes and/or influencing the structure of the civic centre in any other manner.
  5. Hot work, welding, cutting, sawing, drilling, soldering, abrasive cutting and any similar work that impacts on the structure are strictly prohibited throughout the entire civic centre.
- XII. Safety regulations (5): measures to prevent hearing damage/noise control/other regulations to be observed and complied with by the user (selection)**
1. In case of events with music or noise development of any kind (e.g. theatre events), the user is obliged to comply with the regulations in DIN 15905 Part 5 (Measures to prevent the risk of hearing loss). This also applies for employees, agents and service providers. If music events are held, the user is obliged to issue an adequate number of earplugs to the concert audience free of charge, if necessary. The free issuance of ear plugs must then take place in a clearly visible area at the entrance to the civic centre. The user shall bear all costs in addition to the agreed user fee. The user shall irrevocably indemnify SHR GmbH from all claims and third-party claims, including any costs of legal proceedings, with regard to any third-party claims associated with hearing loss caused by the event.
  2. The event must not cause a disturbance in the neighbourhood. All noise must be avoided between 10:00 p.m. and 7:00 a.m. on workdays and on Sundays and public holidays. The user shall irrevocably indemnify SHR GmbH from all associated claims and third-party claims, including any costs of legal proceedings. This also applies for any fines or penalties, etc.
- XIII. Safety regulations (6): obligation to transmit event details:**
1. The user must transmit the following event details to SHR GmbH in writing at least 8 weeks before the contractual event:
    - The name, mobile phone number and summonable address of the responsible contact on-site and in constant attendance during the event.
    - The full name of the person responsible for event technology and the specialist for event technology, if its use is prescribed and to be ensured by the user.
    - The type, size and condition of any stage areas, platforms, podiums, etc., to be constructed.
    - The legally prescribed guest performance certification log (Section 45 of the Venue Regulation for Baden-Württemberg, incl. annexes 1-5) or the exemption certificate of the competent building authority.
    - The time of any technical rehearsal pursuant to Section 40 of the Venue Regulation for Baden-Württemberg.
  3. Statutory regulations that must also be complied with by the user: the user assures SHR GmbH that it is aware of and shall comply with the following statutory regulations:
    - The SHR GmbH House Rules
    - The applicable state Venue Regulation for Baden-Württemberg, especially the operating regulations under Section 31 et seq. as well as the official sample document of the guest performance certification log with annexes 1-5
    - The Trade Regulation
    - The German Occupational Health and Safety Act
    - The German Working Hours Act
    - The accident prevention regulations issued by the employers' liability insurance association (e.g. UVV BGV A1 and UVV BGV C 1)
    - DIN 15905 Part 5 (Measures to prevent the risk of hearing loss)
    - DIN EN 600825 - 1 "Safety of laser products"
    - DIN 4102 (Fire behaviour of building materials and elements)
    - The Federal Immission Control Act along with the annexes, Technical Instructions on Noise Abatement (TA Lärm)
    - The Noise and Vibration Protection Regulation
    - The German Youth Protection Act
    - The German Protection of Young Workers Act
  4. In the event of a breach of the aforementioned rules, regulations and laws, the user shall irrevocably indemnify SHR GmbH from all associated claims and third-party claims, including any costs of legal proceedings.

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- A plan of any desired suspensions
- Precise information on the duration (start, intermission and end) of the event.
- Detailed information on any planned use of pyrotechnic effects, fog or laser systems, bang effects, (theatre) firearms, candles, cigarettes, etc.
- Specific details on whether and, if so, which devices, equipment, structures, fittings or decorations are to be brought into the premises and set up.
- All information in Annex 2 to Section 45 of the Venue Regulation for Baden-Württemberg and annexes 2, 3, 4 and 5 of the guest performance certification log.

#### XIV. **Safety regulations (7): user's responsible person/event manager/cancellation of the event/road safety obligations/cancellation of the event and surrender of the premises, technical equipment and devices:**

1. The user must nominate a responsible person to SHR GmbH in writing at least 8 weeks prior to the contractual event, indicating the summonable address, who is on-site in the civic centre and permanently available during the setup and dismantling phase and during the event itself, until the final end of the event. This person is obliged to follow the instructions of the SHR GmbH event manager without restriction. The responsible person must participate in an inspection of the premises and familiarise themselves with the civic centre – especially with regard to emergency exits, escape routes and emergency equipment – in good time prior to the event.  
  
SHR GmbH shall appoint the event manager pursuant to Section 38 (2) of the Venue Regulation for Baden-Württemberg.
2. The user must follow the safety and regulatory instructions issued by SHR GmbH and the event manager without restriction.
3. In the event of risks to public safety and order, which cannot be eliminated, especially in the case of danger to persons, SHR GmbH (in consultation with the user where possible) is entitled and obliged to suspend the event, i.e. immediately cancel the event and/or allow the event to be cancelled by its event manager (Section 38 (4) of the Venue Regulation for Baden-Württemberg). This particularly applies, if systems, equipment or facilities required for safety are not operational or if operating regulations cannot be complied with. The user fee that has already been paid shall not be reimbursed if the event is suspended.
4. The user must ensure the safe and smooth course of the event. It is responsible for the safety of the event and compliance with the regulations and official requirements.
5. The user guarantees that it shall not breach the general road safety obligations (Section 823 of the German Civil Code), for which it is responsible as the organiser, i.e. ensure that SHR GmbH and third parties do not suffer damage in connection

with the event, to the extent necessary and reasonable. The user shall irrevocably indemnify SHR GmbH from all associated claims and third-party claims, including any costs of legal proceedings.

6. In the event of a breach of official requirements, statutory provisions or material obligations from this event agreement or the GTUSC, SHR GmbH may demand the suspension of the event by the user, i.e. the cancellation of the event and the immediate vacation and handover of the premises with all accessories, at any time without notice and/or prior warning. This particularly applies, if systems, equipment or facilities required for safety are not operational or if operating regulations cannot be complied with. If the user does not immediately comply with a demand to cancel the event, SHR GmbH may clear the premises by way of a substitute performance at cost to the user. In any event, the user must pay the full user fee, even if the event is cancelled; any user fee that has already been paid shall not be reimbursed. SHR GmbH reserves the right to raise additional claims for damages in case of the cancellation of the event.

#### XV. **Safety regulations (8): persons responsible for event technology/technical rehearsal/guest performance certification log**

1. The user is obliged to observe and comply with Section 40 of the Venue Regulation for Baden-Württemberg, if applicable: Section 40 Tasks and duties of the persons responsible for event technology, technical rehearsal
  - The persons responsible for event technology must be familiar with the stage, studio and lighting and other technical equipment at the venue and ensure their safety and proper functioning, especially with regard to fire safety, during operation.
  - The set up or dismantling of stage, studio and lighting equipment for large stages or stage areas that cover over 200 m<sup>2</sup>, or in multi-purpose halls with capacity for more than 5,000 visitors as well as during significant maintenance and repair work on this equipment and during technical rehearsals, must be managed and supervised by a person responsible for event technology.
  - In the event of dress rehearsals, events, broadcasting or recording of events on large stages or stage areas that cover over 200 m<sup>2</sup>, or in multi-purpose halls with capacity for more than 5,000 visitors, at least one person responsible for event technology must be in attendance for the stage and studio equipment and one person for the lighting equipment.
  - For stage areas that cover over 100 m<sup>2</sup>, but not more than 200 m<sup>2</sup>, or in multi-purpose halls with capacity for no more than 5,000 visitors, the tasks in accordance with subsections 1 to 3 must at least be performed by a specialist in event technology who has completed vocational training pursuant to the applicable regulatory training requirements and with at least three years of professional experience when setting up or dismantling stage, studio and lighting equipment.
  - Attendance in accordance with subsections 3 and 4 is not required,

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- a) if the safety and proper functioning of the stage, studio and lighting as well as other technical equipment at the venue has been checked by the person responsible for event technology and this equipment is not moved or otherwise modified during the event, or
  - b) if the nature or course of the event cannot result in any dangers and the supervisor is familiar with the technical equipment.
- For large stages and stage areas that cover more than 200 m<sup>2</sup> and for guest performances with a separate set in the venue, a private technical rehearsal with a full set and full lighting must be held before the first event. The building authority must be notified of this technical rehearsal at least 24 hours in advance. Planned material changes to the set after the technical rehearsal must be promptly communicated to the competent building authority. The building authority may waive the technical rehearsal, if it is considered safe based on the nature of the event or the scope of the set.
2. The user is obliged to observe and comply with Section 45 of the Venue Regulation for Baden-Württemberg (guest performance certification log), if applicable:  
§ 45 Guest performance certification log
- A guest performance certification log may be issued upon written application for a separate, unchanged set for recurring guest events.
  - The guest performance certification log must comply with the sample document in Annex 2 (of the Venue Regulation for Baden-Württemberg). The guest performance certification log releases the event organiser from the obligation to demonstrate the safety of the set and the associated technical equipment at every performance venue.
  - The guest performance certification log is issued by the lower building authority, which is responsible for the initial event or the first private technical rehearsal with full set and full lighting. The period of validity must be restricted to the duration of the tour and may be extended upon written application. A technical rehearsal must be performed prior to its issuance. The guest performance certification logs issued in another state of the Federal Republic of Germany are recognised.
  - The guest performance certification log must be submitted to the competent building authority for the performance venue in good time prior to the first event. If temporary structures are used for the guest performance, the guest performance certification log with reference to the setup of the temporary structures must be submitted. The authorisations in accordance with Section 47 of the Regional Building Regulations remain unaffected.
2. If a regulation in these GTUSC or the event agreement or the other material parts of the contract are void, this shall not affect the remaining GTUSC and event agreement and the remaining material parts of the contract. In this case, the parties shall mutually agree on a valid clause that corresponds to the purpose of the contract.
3. The written form is agreed. This also applies for any waiver of the written form requirement. Verbal ancillary agreements do not exist.
4. The GTUSC and the event agreement are exclusively subject to German law.
5. The place of fulfilment and place of jurisdiction is Reutlingen, Germany.

**Last revised: Reutlingen, October 2016  
Stadthalle Reutlingen GmbH**

### **XVI. Miscellaneous**

1. The user is only entitled to offset and retain payments, if its claims are undisputed by SHR GmbH, are recognised in writing or are legally established.