

General Terms and Conditions of Alpbach Tourismus GmbH / Congress Centrum Alpbach

- 1) The premises will be made available by Alpbach Tourismus GmbH (Congress Centrum Alpbach), hereinafter "ATG", in accordance with the written agreements. The tenant exclusively shall be entitled to use the premises, for the agreed length of time only and exclusively for the agreed-upon purpose. Should the rental times be exceeded (the length of the actual event plus setup, dismantling and testing), additional charges shall accrue. ATG reserves the express right to charge for any preparation and cleaning costs, which exceed customary limits. Should ATG undertake any particular job that is not included within the scope of this contract (i.e. for administrative services such as project manager, technical staff, assembly and dismantling staff, etc.), the tenant shall bear such costs (if need be including Sunday, public holiday or night surcharges), which will be subsequently charged to his account. The tenant is only permitted to transfer the rented premises to a third party, in whole or in part, with the express written consent of ATG. If an exclusive or total rent is not specified as a contractual condition possible overlaps of flows of visitors and guests can occur, particularly in the foyer and entrance areas. This does not lead to any limitations of usage rights for the tenant.
- 2) ATG alone shall decide whether and to what extent a particular event is suited to the tenant, and whether to approve it. After execution of this agreement, ATG may cancel this contract without notice and free of charge when:
 - a. the tenant does not pay the agreed-upon remuneration within the period prescribed in this condition;
 - b. proof of fulfillment of the obligations specified in item 11 of these conditions is not made available upon request from ATG;
 - c. the tenant or ATG becomes aware or should be aware that the planned event conflicts with existing laws and regulations;
 - d. there is a concern regarding disturbance of public order and safety as a result of the planned event
 - e. the assigned halls cannot be made available due to a fault not attributable to ATG;
 - f. the tenant is in arrears by more than 30 days for previous contracts.Excluded is the case of "force majeure", which requires an adjustment of the contract.
- 3) Should the tenant cancel the agreed-upon event date, cancellation fees and already-accrued ancillary costs shall be payable as follows: For the seminar halls, 100 % of the rent for cancellations up to 60 days in advance, 50 % of the rent for cancellations up to 90 days in advance, 25 % of the rent for cancellations up to 150 days in advance; for the plenary halls and/or the entire Congress Centrum Alpbach (level I West, level I East, level II) and exclusive rental 100 % of the rent for cancellations up to 240 days in advance, 50 % of the rent for cancellations up to 365 days in advance.
- 4) The ATG shall hand over the rented halls and furnishings in good condition, which the organiser must confirm at the time of transfer. No complaints will be accepted after the transfer. Any structural or other modifications made to the Congress Centrum Alpbach or its furnishings require the previous written approval of ATG, and shall be made at the expense of the tenant. The tenant shall also be responsible for the costs of restoring the facilities to their original state. The ATG assumes no liability for any items brought in by the tenant; these are situated in the Congress Centrum Alpbach at the exclusive risk of the tenant.

Any changes to the seating or display arrangements require the written approval of the ATG. The tenant is responsible for ensuring that these changes are not made right before or during the event. Any costs incurred therein shall be borne by the tenant.

The tenant must ensure that any work carried out is executed by professional qualified personnel only. The technical and electrical systems may be operated solely by ATG staff.

The setup and dismantling are subject to charge and permitted only within the contractually agreed-upon dates. All time overruns of rehearsals, and setup and dismantling times shall be put down in writing and will be charged to the tenant, even if the delay was caused by a third party. Any items that are not removed within the agreed-upon dates will be removed by ATG at the cost and risk of the tenant. The tenant alone is liable for any goods brought in.

The tenant may bring to the rented premises their own or external fixtures, decorations, devices, backdrops, etc., only with the prior written approval of ATG. The tenant may only install flame-resistant items, or items made flame-resistant through a legally approved impregnating agent. Easily inflammable materials are not permitted. Decorative items may only be situated outside of the reach of visitors, and are to be positioned so that they cannot come into contact with cigar or cigarette ashes or matches. Pyrotechnic demonstrations require approval and must be coordinated with ATG. In all cases the tenant is held liable for the legal legitimacy of their intentions; In doing so, all police regulations are to be adhered to.

All fire alarms, hydrants, smoke vents, electric distribution and control panels, telephony distributors, and heating and ventilation systems must remain fully accessible and visible. This applies especially to emergency exits. Additionally, all structural and fire codes and ordinances are to be adhered to.
- 5) Upon request, ATG shall take over the procurement of further services such as events, accommodation, gastronomy / catering, transport / transfer services, tickets, musicians, decoration and the like. Details are recorded in writing, and a separate contract is concluded for larger volumes. If the customer does not select the required service providers himself, ATG shall select suitable service providers in the interest of the customer, applying the greatest possible care and without charging a procurement fee. These services shall in each case be provided by companies authorized to do so. Invoicing shall be carried out exclusively by ATG.
- 6) Terms of payment: deposits or bank guarantees shall be due on the contractually agreed-to date. Invoices are payable net without any deduction within 14 days from receipt. Interest shall be assessed for payment delays at the usual bank interest rate.
- 7) The tenant is to name a contact person to ATG, who is to be present and reachable by ATG during the use of the rental premises. For purposes of optimal preparation and execution of the event, the tenant is to provide ATG, exact information on the purpose and progress of the event, in the form of an organisational overview. Such an overview must be provided prior to or at the time of execution of the rental contract, at the latest four weeks before the start of the event. During the event, the ATG shall supervise the rented halls. Instructions from the supervisors are to be followed in all matters involving the rules of the house. For larger events, additional public order services and hall monitors can be supplied by the ATG when arrangements are made in advance. While performing their duties within the premises, these additional service people will be supervised by the ATG, i.e. the particular person on duty, whose instructions are to be obeyed. Necessity for the presence of emergency personnel (i. e. police, building inspectorate, fire brigade, rescue or emergency medical services) is decided by the authorities; even without administrative injunction the ATG is entitled to demand that aforementioned measures are taken. Any costs incurred therein shall be borne by the tenant. It is the tenant's responsibility as organiser to comply with the applicable Tyrolean statutory and compulsory events regulations. The ATG does not assume responsibility for any damage resulting from a breach of contract liability and the tenant is obliged to indemnify ATG against all claims.
- 8) Any type of advertisement on the premises and surrounding areas requires, in every case, the specific approval of ATG. The advertising material to be employed (posters, leaflets, etc.) is to be presented to ATG prior to release. ATG is entitled to refuse such release, particularly when the material does not fit within the scope of customary ATG advertisements, or when it conflicts with ATG interests. Rampant advertising is legally forbidden and will make the tenant liable for compensation for damages. The tenant is to provide information on all printed material, posters, admission tickets, invitations, etc. indicating that a legal relationship exists between the visitor to the event and the tenant, and not between the visitor and the ATG.
- 9) Gastronomic services for all events in our premises can only be supplied by ATG's authorised contractual partner.
- 10) Photographer services for all events in our premises can only be supplied by ATG's authorised contractual partner or by prior ATG written approval. ATG is entitled to use event photos, film footage, etc. for own use or for press releases. Broadcasts, TV, film and recordings are subject to approval by ATG.
- 11) Sales activities of any kind, as well as the exercising of other business require the approval of ATG.
- 12) The tenant is to fulfil all of the legal obligations associated with its events, and to obtain in a timely manner the required regulatory permissions. Proof of fulfillment of these obligations must be submitted to the ATG, upon request, prior to the event. The registration and payment of dues and fees to AKM (Authors, Composers and Music Publishers) and all others, are the exclusive concern of the tenant. At any given time official and ATG controlling bodies shall be granted access to those venues, where an event is taking place and to the related leased premises. In the case of failure to comply with statutory provisions (i.e. youth protection) ATG is authorised to prevent Congress Centrum Alpbach guests and visitors from access to or from remaining on the premises by ATG own controlling bodies. Gross negligence of adhering to safety relevant rules entitles ATG to terminate and event with immediate effect. Claims for compensation are not applicable.
- 13) The ATG is only liable within the framework of statutory public liability.
- 14) The tenant is liable for
 - a. damages that may be caused to the building or to inventory as a result of the event;
 - b. damages that may be caused to persons or objects during the delivery of items, and setup and dismantling;
 - c. all consequences resulting from exceeding the maximum number of visitors provided in this agreement;
 - d. all consequences resulting from the insufficient manning of public order services, as long as these were supplied by the tenant pursuant to item 8;
 - e. all accidents that may be suffered by the personnel of, or artists and participants engaged by the organiser, during the preparations for an event or during the event itself, due to non-observance of the safety provisions of the conditions of this agreement;
 - f. damages caused by visitors or guests of the event, notwithstanding to who's detriment, particularly for the exceptional wear and tear to rooms accessible to the public in the course of the event, and to the furnishings and installations therein found.
 - g. any default liability of all ancillary services provided by exhibition and business partners.
- 15) By signing the agreements, the general terms and conditions shall be considered as accepted. Any claims against the ATG are to be made within three months after the end of the event, otherwise they will be considered statute-barred. Any other agreements deviating from this contract will only apply when they have been confirmed in writing by ATG. Any contractual associated costs, fees, taxes and other duties occurring during the course of contract execution and implementation will be invoiced to the tenant.
- 16) This contract is exclusively subject to Austrian law. The place of execution and the place of jurisdiction is Rattenberg.