

STANDARD CONTRACT TERMS FOR EVENTS AT THE COLOGNE CHOCOLATE MUSEUM



Landlord: Schokoladenmuseum Gastronomie GmbH, Am Schokoladenmuseum 1a, 50678 Cologne

§ 1 Rental object, scope of rental

1. The existing furniture in the rented event space shall be available to the Tenant. The particular furnishings can be seen on the internet at www.schokoladenmuseum-event.de (under the heading of „Info“ / „General“).
2. The booking of the event space shall not apply to a day`s time. The space is only rented within the time of the planned event.
3. The venue can be used until 1 am. It is possible to have an extension until 3 am, without previous booking. But because of our extra service effort there is a charge of 200€ (Bel Etage) or 250€ (Restaurant) per hour. A prolonged extension until 5 am needs to be booked and agreed on in advanced and entails additional costs.
4. Items brought along by the Tenant (e.g. music systems) must be retrieved from the premises of the Chocolate Museum by 9:00 a.m. on the following morning at the latest.
5. The tenant is obligated to inform the renter that an event may also follow a political or social cause before signing the contract. The renter reserves the privilege to review the political or social position regarding the general principle and social position of the museum and decline the event. If the tenant withholds that information or does not exchange it, the renter has the unilateral right to revoke the contract.
6. The domestic authority in the Chocolatemuseum during an event is owned by the lessor. The domestic authority is executed by the lessor`s event manager in front of all and sundry. The event manager in charge has the right to ban from the house or to abrogate the event in case of endangerment of the Chocolatemuseum`s facilities or the security of the persons present and after having admonished the lessee orally without any success. In case of absence of the lessee or a representative entitled in advance, the event manager is enabled to abrogate the event at any time. The event manager is able to stop serving alcohol partly or completely if guests appear to be strongly under the influence of alcohol and therefore not behaving in appropriate manner anymore. The estimation of the situation and the decision on the measures named above refer in any time to the judgement of the event manager.

§ 2 Rent and entertaining

1. Booking of event space shall obligate the Tenant to avail itself of the Chocolate Museum`s in-house catering. The catering offers can be seen on the internet at www.schokoladenmuseum-event.de. At the latest six to four weeks prior to the event date, the catering details, in particular the choice of food, beverages and their prices shall be jointly determined. The Tenant shall receive a binding order confirmation on this where, inter alia, the tentative final price for the number of persons booked shall be indicated. Seasonal fluctuations in foodstuff prices may occur and in that way also impact on our prices at that time.
2. The food and beverage prices shall be calculated for events with at least 35 persons. With fewer participants, personnel costs shall be charged separately.
3. For reasons of hygienic legislation, it shall not be permitted to take away foods not consumed. The background to this is the EU Hygiene Regulation according to which the refrigeration chain for foodstuffs requiring refrigeration may not be interrupted at any point. Adequate refrigeration of foodstuffs for buffet serving is only guaranteed for the period of serving. If the refrigeration chain is interrupted a health risk may ensue.
4. To use the premises the minimum turnover is €5000 on Fridays and Saturdays. If the minimum turnover is not covered, the missing amount will be charged. Only the expenses for food and drinks are considered catering turnover.
5. Activities outside of the actual catering as such (e.g. accepting deliveries of goods/materials, decorations, storage, drafting of table plans) will be additionally charged.
6. In case of payment by actual consumption the tenant has the right to view the written notes on consumption or the empty bottles or kegs at the bar at any time and to take photos of it at the end of the event. The tenant bears the burden of proving the actual consumption at its event.

§ 3 Payment details, right of retention

1. With the booking confirmation, the Tenant shall receive a rental invoice that must be lodged to the Landlord's bank account within ten days.
2. Should the Tenant not pay the rent on time the Landlord shall be entitled to cancel rental unilaterally.
3. After the event, the Landlord shall issue the Tenant a billing for catering services in which the foods, beverage flat-fee or individual beverages and any eventual additional services shall be billed.
4. In the case of a high number of guests or a foreign billing address of the renter, the landlord reserves the right to charge a discount on the expected gastronomic consumption before the event.

§ 4 Costs in case of cancellation or reduction of the number of persons reported

1. Should the Tenant cancel the event up to three months prior to the commencement of the event then no compensation for lost catering turnover shall be incurred. The obligation to pay for the rental space shall however still apply.
2. Should the Tenant cancel the event up to eight days prior to the event date then space rent must be paid by the Tenant in full and, per person reported, compensation of € 25.00 net = € 29.75 gross.
3. Should the Tenant cancel less than eight days prior to the event date then the space rent and the agreed catering services must be paid in full in the amount of the tentative final price in accordance with the order confirmation.
4. Should a reduction in the number of persons reported be announced in writing by eight days prior to the event date at the latest then with a shortfall of up to 10% for the no-show persons no entertaining costs shall be charged. At a shortfall of more than 10% for every additional no-show person compensation of € 15.00 net = € 17.85 gross must be paid.
5. A reduction in the number of persons reported less than eight days prior to the event can no longer be taken into account. The full tentative final price emerging from the order confirmation must be paid.
6. The Landlord shall endeavour to minimise damages. In all of the cases cited above the Tenant shall be at liberty to show that the Landlord has incurred damages falling short of the compensation.

§ 5 Claims in case of flaws and liability

1. The Landlord or the latter's agent must be immediately and within time notified of any complaints or flaws at the event in order to give the Landlord the opportunity for subsequent improvement.
2. The Tenant shall be liable for all damages culpably caused by itself, its agents, guests or third parties. If the Tenant is liable according to this it must exonerate the Landlord from any eventual third-party claims. The Tenant shall be obliged to immediately report any damage to the rental item to the Landlord.
3. The Landlord shall be liable for deliberate intent and gross negligence. For simple negligence it shall only be liable in case of breach of essential contractual obligations. The latter shall mean obligations whose fulfilment makes proper execution of the contract possible in the first place and on compliance with which the Tenant may as a rule rely. Not prejudiced by this disclaimer of liability shall be liability for culpably caused damages from injury to life, limb or health.
4. The agreed services shall be binding unless the Chocolate Museum or its service providers are prevented from fulfilling their obligations due to the occurrence of unforeseeable and unusual circumstances that they cannot ward off despite reasonable diligence or by force majeure. Any eventual damage compensation claims by the customer derived from this shall lapse.

§ 6 Written form, partial lack of validity, venue of fulfilment and proper court venue

1. Verbal understandings shall be non-binding until they are confirmed in writing. Subsequent amendments and supplements to this contract shall require written form. Modification of this requirement of written form may likewise only occur in writing.
2. In case of any (partial) invalidity of the individual provisions of this contract the validity of the remaining provisions and the contract altogether shall not be impaired by this.
3. The venue of fulfilment for both Parties shall be Cologne.
4. For merchants, the proper court venue for both Parties shall be Cologne.