

STANDARD CONTRACT TERMS FOR EVENTS AT THE COLOGNE CHOCOLATE MUSEUM



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

§1 Scope

These terms and conditions apply for all contracts between the Schokoladenmuseum Gastronomie GmbH (Am Schokoladenmuseum 1a, 50678 Köln), hereafter called "lessor", and the tenant about renting event venues of the Chocolate Museum in order to perform events of all kind as well as all the services and supplies provided by the lessor.

Terms and conditions named by the tenant just apply in case of having agreed about them in advance.

§2 Rental object, scope of rental

1. The existing furniture in the rented event space shall be available to the tenant. The particular furnishing can be seen on the internet at www.schokoladenmuseum-event.de (under the heading of „Info“ / „Miscellaneous“).
2. The booking of the event space shall not apply to a whole day's time. The space is only rented within the time of the planned event.
3. The venue can be used for 7 hours. An extension of the usage has to be agreed upon in advance. Every hour of extension will be charged with 250,- € net plus VAT additionally to the rent. In general the usage hours end at latest 3 am.
4. Items brought along by the tenant (e.g. music systems) must be retrieved from the premises of the Chocolate Museum by 9:00 am on the following morning at the latest.
5. The tenant is obligated to inform the lessor in case an event may also follow a political or social cause before signing the contract. The lessor reserves the privilege to review the political or social position regarding the general principle and social position of the Chocolate Museum and decline the event. If the tenant withholds that information or does not exchange it, the lessor has the unilateral right to revoke the contract.
6. The domestic authority in the Chocolate Museum 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 Chocolate Museum's facilities or the security of the persons present and after having admonished the tenant orally without any success. In case of absence of the tenant 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.

§ 3 Rent and entertaining

1. Booking of the event space shall obligate the tenant to the utilization 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 also impact 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 left over food. Responsible for this this rule is the EU Hygiene Regulation according to which the refrigeration chain for foodstuff may not be interrupted at any point. Adequate refrigeration of foodstuff 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 7.000 € net in the Bel Etage and 9.000 € net in the Restaurant or in the Chocolate factory on Fridays and Saturdays. If the minimum turnover is not covered, the missing amount will be charged. Only the expenses for food and beverages 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 pictures of it at the end of the event.

7. In general, the tenant is not allowed to bring external food and beverages. Exceptions have to be agreed upon from the lessor in writing and in advance. The lessor can depend his permit on the charge of some amount to cover the main expenses.

§ 4 Technical equipment and connections, official permits

1. The usage of electrical equipment owned by the tenant as well as the usage of the electrical power of the lessor needs the lessor's explicit permit. This can depend on the provision of an own technician at the tenant's expense. In case of any disruptions or damages of the lessor's technical equipment caused by the devices belonging to the tenant, the tenant will be charged, as far as the damage is not the lessor's liability. The electricity costs caused by the usage of the technical equipment are generally measured and charged.

2. Disruptions on the technical equipment and other devices owned by the lessor should be cleared immediately if possible. Charges can't be withheld or reduced by the tenant, as long as the lessor is not reliable for the disruptions.

3. For the event necessary official permits have to be provided in time by the tenant at his own expense.

§5 Payment details, right of retention

1. With the booking confirmation, the tenant shall receive a rental invoice that must be lodged to the lessor's bank account within ten days.

2. After the event, the lessor shall issue the tenant a billing for catering services in which the food, the beverage flat-rate or individual beverages and any eventual additional services shall be billed. 3. The lessor reserves the right to charge an advance payment on the expected gastronomic consumption of up to 100%. This applies in particular in the event of a large number of guests, a foreign billing address of the hirer or delays in payment in the run-up to the event.

4. If the tenant does not pay the rent or the instalment on time, the lessor has the right to terminate the tenancy unilaterally.

§ 6 Rescission of the tenant (cancellation) or reduction of the number of persons reported

1. Should the tenant cancel the event up to three months prior to the actual date of the event, 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, space rent must be paid by the tenant in total and, per person reported, a compensation of € 30.00 net = € 35.70 gross. Concerning events with more than 199 registered persons, this deadline ends already 14 days prior to the event date.

3. Should the tenant cancel less than eight days prior to the event date, the space rent and the agreed catering services must be paid in the total 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, 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 a compensation of € 20.00 net = € 23.80 gross must be paid. Starting with a reduction of more than 25% of the originally registered number of persons, this compensation is increased to 30,00 € net = 35,70 € gross for every additional person. Concerning events with more than 199 registered persons, this deadline ends already 14 days prior to the event date.

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 lessor shall endeavor to limit the damage. In all of the cases cited above the tenant shall be at liberty to show that the lessor has incurred damages falling short of the compensation.

§7 Rescission of the lessor

1. The lessor has the right to withdraw from the contract due to an important reason. Especially in cases of force majeure or other circumstances out of the lessor's liability, which make the fulfilment of the contract impossible.
2. Furthermore does this apply in case an event has been booked under misleading as well as false information or while hiding facts being essential to the contract. Essential to the contract can be the identity of the tenant, his financial solvency or the purpose of the event.
3. Moreover the lessor has the right to withdraw from the contract due to an important reason, in case the lessor has reasonable cause of concern about the event being able to disturb the smooth business operations, the security or the public reputation of the Chocolate Museum. This applies especially to social, religious or political positions, which do not correspond with the social position of the Chocolate Museum.
4. The lessor also has due to an important reason the right to withdraw from the contract, in case the purpose or rather the occasion of the event are illegal or the tenant has violated his obligation to inform according to §2 number 5.

§8 Claims in case of flaws and liability

1. The lessor or his representative must be immediately and within time notified of any complaints or flaws at the event in order to give the lessor the opportunity for subsequent improvement.
2. The tenant shall be liable for all damages culpably caused by himself, his representatives, guests or third parties. If the tenant is liable according to that the lessor must be exonerated from any eventual third-party claims. This liability of the tenant also refers to increased cleaning costs caused by gross soiling of the rooms used (e.g. by confetti) and to the deployment costs of the fire brigade caused by the use of smoke machines, open fire, fireworks, etc..The tenant shall be obliged to immediately report any damage of the rental item caused by him to the lessor.

The lessor has the right to demand from the tenant to provide an appropriate security (such as insurance, deposit, guarantee).

3. The lessor shall be liable for deliberate intent and gross negligence. For simple negligence the lessor shall only be liable in case of breach of essential contractual obligations. Those are common duties whose fulfilment makes proper execution of the contract possible in the first place. The tenant can rely on its compliance at all times. Untouched by this disclaimer of liability shall be the liability for culpably caused damages from injury to life, limb or health.
4. Display or other also personal items brought in by the tenant, are stored in the event rooms at the tenant's own risk. The lessor does not take any liability about loss, destruction or damage, not as well for financial losses, except in case of gross negligence or intent coming from the lessor.
5. Decoration material or other items brought in by the tenant have to comply with technical fire protection requirements and other official regulations. For that, the lessor has the right to demand an official permit. In case such a permit does not follow, the lessor has the right to remove the material at the expense of the tenant. Because of possible damages the setting-up and the affixing of items are to be agreed upon with lessor in advance.

§9 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. German law applies under exclusion of the UN sales law. The venue of fulfilment shall be Cologne.
4. The proper court venue for both parties shall be Cologne.