



Messe München

Conference and Meeting Rooms

15.2

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Return to:

Messe München GmbH
 Technical Exhibition Services – TAS 4 CRS
 Messegelände 81823 | München | Germany
 Tel. +49 89 949-21231 | Fax +49 89 949-9721231
 crs@messe-muenchen.de

Exhibitor	Hall / Stand no.	Outdoor exhibition area / Block
VAT no.	Contact	
Street / P.O. Box	E-mail	
Country / Town / Postcode	Tel. with area code and ext.	Fax with area code and ext.

We hereby order—in the name and on behalf of the above-named exhibitor—subject to acceptance of the terms of business on pages 3 and 4—the premises listed below for rent from Messe München GmbH. The rental contract is not valid before Messe München GmbH has provided confirmation, which must be made in writing. The confirmation depends, among others, on the given premises being available for rent at the required time. All prices are exclusive of statutory VAT, currently at 19%.
 Invoice address = registered address of exhibitor

Room signage or name of event

Please note

Conference and meeting rooms are rented to **exhibiting companies only**. Telecommunications services (telephone, Internet and accessories) can be ordered via the Exhibitor Shop and are subject to a charge. Please indicate the room number. The initial seating layout is included in the rental price; a fixed fee of EUR 150.00 will be charged for any change of seating arrangements.

Conference rooms in B-halls

Duration of rental: full day: 09:00 to 18:00; half-day: 09:00 to 13:00/14:00 to 18:00; floor area details are approximate.

Number of rooms	floor space in m ²	Theater style	Classroom style	Date/Time	Rental fee in EUR half-day/day
	62	<input type="checkbox"/> 44* <input type="checkbox"/> _____ **	<input type="checkbox"/> 24* <input type="checkbox"/> _____ **	_____	<input type="checkbox"/> half-day <input type="checkbox"/> full day
	91	<input type="checkbox"/> 90* <input type="checkbox"/> _____ **	<input type="checkbox"/> 48* <input type="checkbox"/> _____ **	_____	<input type="checkbox"/> half-day <input type="checkbox"/> full day

* max. number of seats ** seats required

Conference rooms in C-halls (C21–C42)

Duration of rental: full day: 09:00 to 18:00; half-day: 09:00 to 13:00/14:00 to 18:00; floor area detail is approximate.

Number of rooms	floor space in m ²	Theater style	Classroom style	Date/Time	Rental fee in EUR half-day/day
	77–80	<input type="checkbox"/> 70* <input type="checkbox"/> _____ **	<input type="checkbox"/> 36* <input type="checkbox"/> _____ **	_____	<input type="checkbox"/> half-day <input type="checkbox"/> full day

* max. number of seats ** seats required

■ Additional services

Quantity	Description	Rental fee in EUR /day
For event technology see form 15.2a		
	Flip chart chart incl. paper and pens	22.50
	Pin board board, w/o pins	22.50
	Work/deposit table (available only in conference rooms)	free of charge
	Coffee machine Nespresso CS 220 Pro*	on request
	first day	150.00
	each consecutive day	100.00
	Extra box with 50 Nespresso capsules **	50.00
	Freight elevator operator on _____ from _____ to _____	30.00/hour

* The number of machines available is limited; allocation is on a "first come—first served" basis. Rental of machines for full days only. A starter box with 50 coffee capsules and consumable supplies (cups, cream, sugar) are included.

** Extra box with 50 capsules can only be ordered in combination with order for Nespresso coffee machine.

■ Other requests

■ Catering

Yes No

If yes, please specify catering company.

Catering service orders must be placed directly with the caterers:

- Able Catering GbR | Josef Able & Söhne
Tel. +49 89 949-28460 | catering@able-muenchen.de
 - Käfer Service GmbH – Messegastronomie
Tel. +49 89 949-24200 | messe.catering@feinkost-kaefer.de
 - Other supplier

-
-

General Terms and Conditions of Rental for Conference and Meeting Rooms

1. The submission of an order to Messe München GmbH constitutes a contractual offer that the tenant cannot rescind once it has been received by Messe München GmbH. The contract in respect of the rental of the given premises is not valid until you have received a written confirmation from Messe München GmbH. The provision of the confirmation also constitutes acceptance of the contract which can, as a general rule, only occur after the tenant has been admitted as an exhibitor at the trade fair taking place on the premises of the Munich Exhibition Center. Messe München GmbH is entitled to allocate a conference or meeting room to the tenant within the category selected by him.
2. The rent will be billed together with the final invoice and includes the ancillary costs incurred in the form of normal energy consumption, ventilation as well as the cleaning services provided after the stand has been set up and final cleaning services. Any energy consumption deemed to be in excess of a normal level, e.g. due to additional lighting, will be separately invoiced to the tenant at the Messe München GmbH prices valid during the given period of rental, as will any soiling of floors and walls deemed to be in excess of a normal level.
3. The premises concerned are as a rule equipped with conference room tables and chairs. Any changes to the appointment of the premises as required by the tenant will be carried out by Messe München GmbH if at all possible and charged at the prices valid for the duration of the period of rental.
Telephone and fax connections, audiovisual installations and other facilities will be provided by Messe München GmbH and/or its contracting companies if available and charged at the prices valid during the period of rental.
4. To the extent necessary, the tenant is obliged to use the security, cloakroom and toilet services offered by Messe München GmbH and/or its contracting companies. These services will be charged to the tenant at the prices valid during the given event.
5. Messe München GmbH is entitled to withhold the rented items until such time as the tenant has fulfilled his financial obligations to Messe München GmbH due with effect of the start of the period of rental.
6. Messe München GmbH will hand over the rented items and other facilities intended for co-usage in a clean state that is deemed appropriate for the contractually agreed purpose at the start of the period of rental. The tenant is obliged to treat the rented premises and facilities intended for co-usage in a caring, considerate manner and to return them in their original state. The tenant is above all prohibited from hammering nails into or attaching other fittings to the ceilings, walls, doors or floors. The state of the rented premises will be checked by Messe München GmbH both at the start and the end of the period of rental.
7. The occupation of conference rooms must occur in accordance with the seating and/or table plan valid for the given purpose and approved by Munich Municipal Fire Department. Additional fittings and/or changes to the valid seating and/or table plan require the prior authorization of Munich Municipal Fire Department, which Messe München GmbH obtains by order and for account of the tenant. The tenant is to provide Messe München GmbH with the appropriate plans for this purpose. Any conditions the tenant may have to meet in connection with the authorization must be met by same again at his own expense. To the extent that authorized seating and/or table plans must be provided for the given meeting rooms, the afore-mentioned provision applies accordingly. The tenant has the **duty to inquire** about applicable regulatory requirements. Any changes in the furnishing of the office rooms must be co-ordinated with Messe München GmbH. Any requests with regard to seating are to be communicated to Messe München GmbH no later than **ten days** prior to the commencement of the rental period. In the case of any changes requested after this deadline, Messe München GmbH is entitled to raise a lump sum charge amounting to EUR 50.00 for each change made. The same applies in cases where changes are necessary after the services requested have been rendered. In the event of the tenant violating any statutory requirements, he exempts Messe München GmbH from any liability whatsoever.
8. To the extent that Messe München GmbH supplies the tenant with keys for the contractually agreed premises, the tenant is obliged to return the given keys to the stipulated person at the end of the period of rental. In the event of the tenant not fulfilling this obligation on time or at all, Messe München GmbH is entitled to reprogram the locks to the contractually agreed premises that can be locked with the keys that were not returned on time or at all and raise a charge amounting to EUR 120.00 for doing so. Messe München GmbH is entitled to demand payment of an appropriate deposit for each key supplied which Messe München GmbH can keep in the event of the tenant not returning the key concerned on time or at all.
9. No modifications may be made by the tenant to the premises or their technical installations without the prior written approval of Messe München GmbH. At the end of the rental period, they must be returned to their original state. Only Messe München GmbH or its contracting companies may be appointed to carry out such work.
10. The tenant is not allowed to remove from the given premises any furnishings with which Messe München GmbH has appointed the premises concerned without its prior consent. In the case of any violation of this provision, Messe München GmbH is entitled to demand payment of lump sum compensation amounting to EUR 50.00.
11. The tenant may only use the premises as conference, meeting or office rooms. They may not be used for any other purpose, e.g. overnighting.
12. Traffic areas and service zones on the exhibition grounds may be used by Messe München GmbH, the tenants and their customers. The tenant must ensure that the event he is holding in the contractually agreed premises does not disrupt operations on the exhibition grounds. The tenant is moreover obliged to ensure that the other users of the exhibition grounds are not thereby disturbed.
13. The tenant may only sublet the rented premises with Messe München GmbH's prior authorization, which must be made in text form. In the event of the premises being sublet, the subtenants must fulfil the contractually agreed obligations imposed on the tenant. The tenant is liable vis-à-vis Messe München GmbH for the subtenants' compliance with the terms of the contract. Notwithstanding the fact that the premises have been sublet, the tenant is still responsible for ensuring the fulfilment of the contractually agreed obligations.
14. The tenant shall transfer to Messe München GmbH any claims against his subtenant arising from the sub-leasing, to secure Messe München GmbH's rights from this rental contract. The tenant is authorized and empowered to collect or legally enforce these claims against the sub-tenants in his own name and at his own expense at any time. This authorization and empowerment shall apply, unless the tenant is in arrears with his financial obligations vis-à-vis Messe München GmbH, and Messe München GmbH has disclosed the assignment of claim to third parties and has advised the tenant about this. Before Messe München GmbH discloses the assignment of claim to the sub-tenants, it shall inform the tenant of its intention. Messe München GmbH will reassign the assigned claims to the tenant, once its claims against the tenant arising from this contract have been settled.
15. Wire-connected telecommunications facilities may only be provided by Messe München GmbH. Messe München GmbH may have its services rendered by a subcontractor. Communications and media technology can be ordered via the appropriate order form.
16. The tenant agrees to allow Messe München GmbH's contracting companies on the exhibition grounds to work inside or outside the rented premises on the exhibition grounds within the framework of their contracts concluded with Messe München GmbH. The tenant is entitled to grant companies other than Messe München GmbH's contracting companies on the exhibition grounds access to the rented premises to the extent that this provision does not contravene any other provisions of this rental contract.
17. Above all for reasons of handling logistics, food and drink must only be supplied by the official trade fair caterers and/or by food and drink supply services approved by Messe München GmbH. Any permit that may be needed in accordance with § 12 of the Catering Act in respect of the supply of food and drink must be applied for with the Kreisverwaltungsreferat, Ruppertstraße 19, 80313 München, Germany.
18. During the period of rental, Messe München GmbH agrees to follow the orders and instructions of the tenant as far as technically possible. The tenant is liable for all damage caused by Messe München GmbH's staff in following the tenant's instructions, regardless of whether the persons concerned are to blame or not, providing they did not act in a wilful or grossly negligent manner.
19. The tenant must comply with the rules governing the use of the trade fair center and its grounds (Messe München). Moreover, the tenant undertakes to comply with the provisions set out under the directive governing places of public assembly (VStättV), which came into force on Jan. 1, 2008.
20. Within the area of the regional capital Munich, city regulations foresee the strict sorting of all industrial waste into specific recyclable material groups (paper, cardboard, cartons; wood; metal; plastic; glass) as well as into flammable and non-flammable residual waste. The tenant is obliged to carry out himself the sorting of the industrial waste he produces. In the event of the tenant being unable

- to sort his waste, he must pay the cost of having the waste sorted on his behalf. In any case, the tenant must pay the cost of transporting the waste he produces during the given event as well as the charges raised by the recycling companies, dumps and incinerators. The tenant is advised, if necessary in co-ordination with Messe München GmbH, to make use of all existing possibilities of reducing the quantity of waste, directly sorting the waste and immediately recycling it.
21. Roof or outside aerials may only be fitted with Messe München GmbH's prior written approval by persons qualified to do so. High-frequency equipment may only be operated with the approval of the responsible authorities.
22. Messe München GmbH is entitled to withdraw from the rental contract if the tenant fails to make any due payments he is obliged to make on the basis of this contract that Messe München GmbH has asked him to make by its payment deadline, which it has extended for payment by five days, and no payment has been received prior to the expiry of this extended deadline. In this case, Messe München GmbH is also entitled to demand payment of the contractually agreed rent by way of flat-rate compensation. Messe München GmbH's right to claim further damages remains unaffected. The tenant can demand that the lump sum compensation be reduced if he proves that Messe München GmbH has sustained less damage. Messe München GmbH's right to claim damages is not excluded as a result of it cancelling the contract.
23. Messe München GmbH is entitled to withdraw from the rental contract or to extraordinary cancellation thereof if the tenant is deemed to have committed an essential breach of contract such that Messe München GmbH cannot reasonably be expected to adhere to the contract. The regulation of damages set out in Item No. 22 Sentences 2–5 applies accordingly.
24. If the tenant cancels his participation as an exhibitor or co-exhibitor at the trade fair taking place on the premises of the Munich Exhibition Center during the given period of rental or if the tenant does not take possession of his stand space by the start of the last stand set-up day of the trade fair concerned, Messe München GmbH is entitled to withdraw from the contract for the rental of conference and meeting rooms or is entitled to extraordinary termination of the given contract without having to give notice thereof.
25. In the event of the tenant being unable to make the agreed use of the rented item(s) for reasons for which he is responsible, he is as a general rule obliged to pay the agreed rent. The same applies if the tenant is unable to make the agreed use of the rented item(s) due to force majeure or reasons for which Messe München GmbH is not responsible. If he notifies Messe München GmbH of his inability to make the agreed use, then the following arrangement applies in respect of the compensation to be paid depending on the point in time at which notification is received prior to the official start of the trade fair:
- Receipt of notification
up to six weeks prior to start of trade fair: 25% of contractually agreed rent
up to two weeks prior to start of trade fair: 50% of contractually agreed rent
any time thereafter: 100% of contractually agreed rent
- Messe München GmbH will set off the value of the expenditure saved as well as that of the advantage gained from any other usage made of the object concerned in the ratio of the reduced rent as per the aforementioned tiered system to the contractually agreed rent.
26. Messe München GmbH cannot be made liable for any damage occurring as result of a force majeure, strikes or other failures beyond its control or fluctuations in the power supply. This also applies in conjunction with the usage of any electro-acoustic installations. Messe München GmbH is liable for personal injury (damage arising from injury to life, body or health) caused by neglect of duty for which Messe München GmbH, its legal representatives or employees are responsible, as well as for other damage caused by wilful or grossly negligent breach of duty by Messe München GmbH, its legal representatives or employees. Messe München GmbH is also liable for any damage caused by the negligent breach of essential contractual duties by Messe München GmbH, its legal representatives or employees. In such cases, Messe München GmbH is liable only if the damage is of a typical nature and not consequential damage, and then only up to three times the net rental charge; this limitation of liability applies only to entrepreneurs, legal persons subject to public law and special funds subject to public law.
27. The tenant undertakes to exempt Messe München GmbH from any claims arising in the tenant's area of responsibility and risk regardless of who is to blame and which are asserted against Messe München GmbH to the extent that the tenant would be obliged to directly compensate Messe München GmbH by law if Messe München GmbH were to meet the claims for damages asserted by the given third party.
28. The tenant is liable to Messe München GmbH for all damage in and to the rented premises, the facilities intended for co-use as well as to other buildings and parts of the outdoor exhibition area caused by himself, his subtenants, employees, other persons appointed by him or visitors. This also applies to damage to technical facilities and equipment located in the rented premises during the period of rental. To the extent that guilt is a prerequisite of liability by law, the tenant is obliged to prove that his behaviour was not culpable. To the extent that guilt is not a prerequisite of liability by law, the tenant is deemed to be liable even if no blame can be attached to him. Messe München GmbH is entitled to have the damage estimated by a publicly accredited and authorised expert at the tenant's expense.
29. At Messe München GmbH's request, the tenant must produce evidence that he has personal liability insurance coverage for the duration of the trade fair that covers the tenant's contractual risks and for which he has paid the corresponding premiums (incl. insurance tax) in good time. The tenant is advised to take out insurance against fire and theft for items provided for the premises by himself and his subtenants, his employees, others persons appointed by him or visitors.
30. This contract is governed by the law of the Federal Republic of Germany.
31. Any addition or change to this contract must be made in writing. Verbal agreements are invalid. This provision can only be changed by way of a written agreement.
32. In the event of one or more provisions of this contract being or becoming invalid in part or in full, this has no effect on the validity of the rest of the contract. Invalid provisions must be replaced by such other provisions as come closest to the parties' intended purpose.
33. Munich is deemed to be the place of performance.
34. Insofar as the tenant is a trader, a legal entity under public law or a special fund under public law or has no general place of jurisdiction in the Federal Republic of Germany, Munich is the agreed place of jurisdiction for all disputes arising from this contract or in connection with this contract. Messe München GmbH is also entitled at its discretion to assert its claims vis-à-vis the tenant with such court as is competent for the place in which the tenant has his registered office or branch office.



Messe München

Technical Equipment for Conference and Meeting Rooms

15.2a

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Return to:

Messe München GmbH
 Technischer Ausstellerservice – TAS 4 CRS
 Messegelände 81823 | München | Germany
 Tel. +49 89 949-21231 | Fax +49 89 949-9721231
 crs@messe-muenchen.de

Exhibitor	Hall / Stand no.	Outdoor exhibition area / Block
VAT no.	Contact	
Street / P.O. Box	E-mail	
Country / Town / Postcode	Tel. with area code and ext.	Fax with area code and ext.

We hereby order—in the name and on behalf of the above-named exhibitor—subject to acceptance of the terms of business on pages 3 and 4 the technical equipment listed below for rent from Messe München GmbH. The rental contract is not valid before Messe München GmbH has provided confirmation, which must be made in writing. The confirmation also depends, among others, on the given premises being available for rent at the required time. All prices are subject to statutory VAT which is currently 19%.

Room _____ Date/time (provision of techn. equipment) _____

■ Technical equipment

Quantity	Items incl. set-up and dismantling	EUR/item/day	
		Conference room	Meeting room
Audio			
	Sound system, full day (conference rooms only) comprising ceiling loudspeaker, amplifier and mixing desk	155.00	
	Sound system, full day, for meeting rooms comprising active loudspeaker incl. audio link, laptop, PC and iPad		105.00
	Audio link to sound system (PC/laptop/iPad, conference rooms only)	35.00	
Wireless microphone* only in conjunction with a sound system			
	handheld transmitter	75.00	
	headset	75.00	
Gooseneck microphone (wired)* only in conjunction with a sound system			
	at lectern	35.00	
	at board table	35.00	
	Audio recording (wav or mp3 format)	60.00	
	Technical support* (from _____ to _____)	56.00/hour	
	Interpreting system	on request	

Please note:

* When more than three microphones are used, a technician (EUR 56.00 per hour plus VAT) is required for technical support purposes.

Quantity	Items incl. set-up and dismantling	EUR/item/day	
		Conference room	Meeting room

Video

Projector 4800 ANSI lumens, 1920 x 1200 (full HD)** <input type="checkbox"/> VGA <input type="checkbox"/> HDMI	first day 285.00 each additional day 99.00
46“ Monitor , incl. floor stand, full HD	first day 225.00 each additional day 85.00
55“ Monitor , incl. floor stand <input type="checkbox"/> VGA <input type="checkbox"/> HDMI	first day 295.00 each additional day 99.00
Preview monitor, 40“ , VGA / HDMI, full HD, incl. floor stand, on rollers	125.00
Laptop (Win 7 incl. Microsoft Office 2016)	140.00
Presenter , wireless, incl. laser pointer	25.00
Video switcher (for connecting several laptops, VGA or HDMI), incl. cabling	195.00

Lighting

LED floor spots (free choice of color)	30.00
Lighting according to individual needs (incl. ambiance lighting, targeted illumination of speaker...)	on request

Furnishings

Lectern	89.50	
Lectern “Futura”	160.00	

Please note:

** A white projection area (approx. 4.50 m x 2.30 m) is mounted permanently in the hall conference rooms.
Provision of technical equipment for the conference rooms (C54, C61, C62 or C62a and C62b) separately on request.

■ Additional requests

General Terms and Conditions of Rental for Conference and Meeting Rooms

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2. The rent will be billed together with the final invoice and includes the ancillary costs incurred in the form of normal energy consumption, ventilation as well as the cleaning services provided after the stand has been set up and final cleaning services. Any energy consumption deemed to be in excess of a normal level, e.g. due to additional lighting, will be separately invoiced to the tenant at the Messe München GmbH prices valid during the given period of rental, as will any soiling of floors and walls deemed to be in excess of a normal level.
3. The premises concerned are as a rule equipped with conference room tables and chairs. Any changes to the appointment of the premises as required by the tenant will be carried out by Messe München GmbH if at all possible and charged at the prices valid for the duration of the period of rental.
Telephone and fax connections, audiovisual installations and other facilities will be provided by Messe München GmbH and/or its contracting companies if available and charged at the prices valid during the period of rental.
4. To the extent necessary, the tenant is obliged to use the security, cloakroom and toilet services offered by Messe München GmbH and/or its contracting companies. These services will be charged to the tenant at the prices valid during the given event.
5. Messe München GmbH is entitled to withhold the rented items until such time as the tenant has fulfilled his financial obligations to Messe München GmbH due with effect of the start of the period of rental.
6. Messe München GmbH will hand over the rented items and other facilities intended for co-usage in a clean state that is deemed appropriate for the contractually agreed purpose at the start of the period of rental. The tenant is obliged to treat the rented premises and facilities intended for co-usage in a caring, considerate manner and to return them in their original state. The tenant is above all prohibited from hammering nails into or attaching other fittings to the ceilings, walls, doors or floors. The state of the rented premises will be checked by Messe München GmbH both at the start and the end of the period of rental.
7. The occupation of conference rooms must occur in accordance with the seating and/or table plan valid for the given purpose and approved by Munich Municipal Fire Department. Additional fittings and/or changes to the valid seating and/or table plan require the prior authorization of Munich Municipal Fire Department, which Messe München GmbH obtains by order and for account of the tenant. The tenant is to provide Messe München GmbH with the appropriate plans for this purpose. Any conditions the tenant may have to meet in connection with the authorization must be met by same again at his own expense. To the extent that authorized seating and/or table plans must be provided for the given meeting rooms, the afore-mentioned provision applies accordingly. The tenant has the **duty to inquire** about applicable regulatory requirements. Any changes in the furnishing of the office rooms must be co-ordinated with Messe München GmbH. Any requests with regard to seating are to be communicated to Messe München GmbH no later than **ten days** prior to the commencement of the rental period. In the case of any changes requested after this deadline, Messe München GmbH is entitled to raise a lump sum charge amounting to EUR 50.00 for each change made. The same applies in cases where changes are necessary after the services requested have been rendered. In the event of the tenant violating any statutory requirements, he exempts Messe München GmbH from any liability whatsoever.
8. To the extent that Messe München GmbH supplies the tenant with keys for the contractually agreed premises, the tenant is obliged to return the given keys to the stipulated person at the end of the period of rental. In the event of the tenant not fulfilling this obligation on time or at all, Messe München GmbH is entitled to reprogram the locks to the contractually agreed premises that can be locked with the keys that were not returned on time or at all and raise a charge amounting to EUR 120.00 for doing so. Messe München GmbH is entitled to demand payment of an appropriate deposit for each key supplied which Messe München GmbH can keep in the event of the tenant not returning the key concerned on time or at all.
9. No modifications may be made by the tenant to the premises or their technical installations without the prior written approval of Messe München GmbH. At the end of the rental period, they must be returned to their original state. Only Messe München GmbH or its contracting companies may be appointed to carry out such work.
10. The tenant is not allowed to remove from the given premises any furnishings with which Messe München GmbH has appointed the premises concerned without its prior consent. In the case of any violation of this provision, Messe München GmbH is entitled to demand payment of lump sum compensation amounting to EUR 50.00.
11. The tenant may only use the premises as conference, meeting or office rooms. They may not be used for any other purpose, e.g. overnighting.
12. Traffic areas and service zones on the exhibition grounds may be used by Messe München GmbH, the tenants and their customers. The tenant must ensure that the event he is holding in the contractually agreed premises does not disrupt operations on the exhibition grounds. The tenant is moreover obliged to ensure that the other users of the exhibition grounds are not thereby disturbed.
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15. Wire-connected telecommunications facilities may only be provided by Messe München GmbH. Messe München GmbH may have its services rendered by a subcontractor. Communications and media technology can be ordered via the appropriate order form.
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18. During the period of rental, Messe München GmbH agrees to follow the orders and instructions of the tenant as far as technically possible. The tenant is liable for all damage caused by Messe München GmbH's staff in following the tenant's instructions, regardless of whether the persons concerned are to blame or not, providing they did not act in a wilful or grossly negligent manner.
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20. Within the area of the regional capital Munich, city regulations foresee the strict sorting of all industrial waste into specific recyclable material groups (paper, cardboard, cartons; wood; metal; plastic; glass) as well as into flammable and non-flammable residual waste. The tenant is obliged to carry out himself the sorting of the industrial waste he produces. In the event of the tenant being unable

- to sort his waste, he must pay the cost of having the waste sorted on his behalf. In any case, the tenant must pay the cost of transporting the waste he produces during the given event as well as the charges raised by the recycling companies, dumps and incinerators. The tenant is advised, if necessary in co-ordination with Messe München GmbH, to make use of all existing possibilities of reducing the quantity of waste, directly sorting the waste and immediately recycling it.
21. Roof or outside aerials may only be fitted with Messe München GmbH's prior written approval by persons qualified to do so. High-frequency equipment may only be operated with the approval of the responsible authorities.
22. Messe München GmbH is entitled to withdraw from the rental contract if the tenant fails to make any due payments he is obliged to make on the basis of this contract that Messe München GmbH has asked him to make by its payment deadline, which it has extended for payment by five days, and no payment has been received prior to the expiry of this extended deadline. In this case, Messe München GmbH is also entitled to demand payment of the contractually agreed rent by way of flat-rate compensation. Messe München GmbH's right to claim further damages remains unaffected. The tenant can demand that the lump sum compensation be reduced if he proves that Messe München GmbH has sustained less damage. Messe München GmbH's right to claim damages is not excluded as a result of it cancelling the contract.
23. Messe München GmbH is entitled to withdraw from the rental contract or to extraordinary cancellation thereof if the tenant is deemed to have committed an essential breach of contract such that Messe München GmbH cannot reasonably be expected to adhere to the contract. The regulation of damages set out in Item No. 22 Sentences 2–5 applies accordingly.
24. If the tenant cancels his participation as an exhibitor or co-exhibitor at the trade fair taking place on the premises of the Munich Exhibition Center during the given period of rental or if the tenant does not take possession of his stand space by the start of the last stand set-up day of the trade fair concerned, Messe München GmbH is entitled to withdraw from the contract for the rental of conference and meeting rooms or is entitled to extraordinary termination of the given contract without having to give notice thereof.
25. In the event of the tenant being unable to make the agreed use of the rented item(s) for reasons for which he is responsible, he is as a general rule obliged to pay the agreed rent. The same applies if the tenant is unable to make the agreed use of the rented item(s) due to force majeure or reasons for which Messe München GmbH is not responsible. If he notifies Messe München GmbH of his inability to make the agreed use, then the following arrangement applies in respect of the compensation to be paid depending on the point in time at which notification is received prior to the official start of the trade fair:
- Receipt of notification
- | | |
|---|-----------------------------------|
| up to six weeks prior to start of trade fair: | 25% of contractually agreed rent |
| up to two weeks prior to start of trade fair: | 50% of contractually agreed rent |
| any time thereafter: | 100% of contractually agreed rent |
- Messe München GmbH will set off the value of the expenditure saved as well as that of the advantage gained from any other usage made of the object concerned in the ratio of the reduced rent as per the aforementioned tiered system to the contractually agreed rent.
26. Messe München GmbH cannot be made liable for any damage occurring as result of a force majeure, strikes or other failures beyond its control or fluctuations in the power supply. This also applies in conjunction with the usage of any electro-acoustic installations. Messe München GmbH is liable for personal injury (damage arising from injury to life, body or health) caused by neglect of duty for which Messe München GmbH, its legal representatives or employees are responsible, as well as for other damage caused by wilful or grossly negligent breach of duty by Messe München GmbH, its legal representatives or employees. Messe München GmbH is also liable for any damage caused by the negligent breach of essential contractual duties by Messe München GmbH, its legal representatives or employees. In such cases, Messe München GmbH is liable only if the damage is of a typical nature and not consequential damage, and then only up to three times the net rental charge; this limitation of liability applies only to entrepreneurs, legal persons subject to public law and special funds subject to public law.
27. The tenant undertakes to exempt Messe München GmbH from any claims arising in the tenant's area of responsibility and risk regardless of who is to blame and which are asserted against Messe München GmbH to the extent that the tenant would be obliged to directly compensate Messe München GmbH by law if Messe München GmbH were to meet the claims for damages asserted by the given third party.
28. The tenant is liable to Messe München GmbH for all damage in and to the rented premises, the facilities intended for co-use as well as to other buildings and parts of the outdoor exhibition area caused by himself, his subtenants, employees, other persons appointed by him or visitors. This also applies to damage to technical facilities and equipment located in the rented premises during the period of rental. To the extent that guilt is a prerequisite of liability by law, the tenant is obliged to prove that his behaviour was not culpable. To the extent that guilt is not a prerequisite of liability by law, the tenant is deemed to be liable even if no blame can be attached to him. Messe München GmbH is entitled to have the damage estimated by a publicly accredited and authorised expert at the tenant's expense.
29. At Messe München GmbH's request, the tenant must produce evidence that he has personal liability insurance coverage for the duration of the trade fair that covers the tenant's contractual risks and for which he has paid the corresponding premiums (incl. insurance tax) in good time. The tenant is advised to take out insurance against fire and theft for items provided for the premises by himself and his subtenants, his employees, others persons appointed by him or visitors.
30. This contract is governed by the law of the Federal Republic of Germany.
31. Any addition or change to this contract must be made in writing. Verbal agreements are invalid. This provision can only be changed by way of a written agreement.
32. In the event of one or more provisions of this contract being or becoming invalid in part or in full, this has no effect on the validity of the rest of the contract. Invalid provisions must be replaced by such other provisions as come closest to the parties' intended purpose.
33. Munich is deemed to be the place of performance.
34. Insofar as the tenant is a trader, a legal entity under public law or a special fund under public law or has no general place of jurisdiction in the Federal Republic of Germany, Munich is the agreed place of jurisdiction for all disputes arising from this contract or in connection with this contract. Messe München GmbH is also entitled at its discretion to assert its claims vis-à-vis the tenant with such court as is competent for the place in which the tenant has his registered office or branch office.