

GENERAL TERMS AND CONDITIONS FOR EVENTS

I. Scope of Application

- 1.) These Terms and Conditions shall apply to contracts for the rental of conference, banquet, and other event locations owned by the hotel for the organization of banquets, seminars, conferences, exhibitions, trade fairs, etc. as well as for all deliveries and services provided by the hotel connected herewith.
- 2.) The subletting and re-letting of rented event locations and/or any other rented materials, as well as their use for purposes other than the purpose of housing an event or those purposes agreed upon in writing, shall require prior written approval from the hotel.
- 3.) The Event Coordinator's general Terms and Conditions shall only apply if this has been agreed upon in writing and in advance.

II. Flaws, Liability, Statute of Limitation

- 1.) In the event, that flaws are found in the deliveries and/or services provided by the hotel or if the services are interrupted, then the Event Coordinator shall immediately notify the hotel of these flaws to give the hotel the possibility to correct them as quickly as possible or to establish the contractual conformity of the deliveries and services. Insofar as this is not possible due to the nature of the flaw/interruption or due to other urgent reasons or if this is deemed unacceptable for the Event Coordinator, then complaints regarding flaws or defects must in any case be reported at the latest when the premises are returned to the hotel.
- 2.) If the Event Coordinator uses a parking space in the hotel's garage or on the hotel' parking lot, against payment, then this shall be separate from the contract for the rental of event locations and shall be subjected to a separate contractual relationship with the operator of the parking facilities.
- 3.) In areas not typical of the services it provides, the hotel's liability shall otherwise be limited to flaws caused with intent or gross negligence on the part of the hotel. This shall apply in particular, to claims arising from warranted quality and culpa in contrahendo (c.i.c.).
- 4.) Claims made by the customer on the grounds of non-performance or poor performance or any other liability by the hotel shall become statute barred- subject to any possibly shorter statutory periods of limitation-no later than six months beginning with the agreed date for the end of the event as agreed in the contract for event location rental.

III. Services, Prices, Payment, Setting-off

- 1.) The hotel shall be obligated to furnish the agreed services.
- 2.) The Event Coordinator shall be obligated to pay the prices agreed upon for the rental of the event location. This shall also include deliveries and services (including additional services such as the consumption of food and beverages, telephone calls, etc.) used by the persons accommodated in the hotel on the basis of this contract and/or the persons attending or visiting the event.
- 3.) The agreed prices shall include all mandatory sales taxes (value added taxes). In the event that the period between the conclusion of the contract and the agreed beginning of the event exceeds four months and the prices generally calculated by the hotel for the contractual services increases, then the agreed price may be raised appropriately, however, no more than 10%.

- 4.) In the event that a flat rate has been fixed for an event, then it shall be calculated per person per event day, unless otherwise agreed upon in writing.
- 5.) Hotel invoices without a due date must be paid within 10 days upon reception of the invoice to avoid deduction costs. In the event that, the hotel granted a period of payment or a credit advise to the customer and the latter falls in arrears with these payments or any other financial obligations to the hotel, then the period for payment and/or any other credit may be withdrawn and all costs shall be subjected to immediate payment. The hotel shall be entitled to charge an interest rate in the amount of 8% p.a. for all late payments. The customer shall be entitled to provide proof of lower damages; the hotel shall be entitled to provide proof of higher damages.
- 6.) The Event Coordinator shall only be entitled to set-off claims asserted by the hotel against uncontested or legally effective counter-claims or to exercise a right of retention in this respect.

IV. Withdrawal/Cancellation the Hotel

- 1.) If and insofar as advanced payments have been agreed upon with the Event Coordinator, and the Event Coordinator does not pay even within a reasonable additional payment period granted by the hotel with the threat of rejection, then the hotel shall be entitled at its own discretion to withdraw from the contract or demand damages on the grounds of non-performance. Fig. III. 2.) shall apply accordingly for the assessment of the damage incurred.
- 2.) The hotel shall furthermore be entitled to withdraw from the contract for any reason justified on its merit in the event that:
 - acts of God or any other circumstances for which the hotel cannot be held responsible make the fulfilment of the contract impossible or unacceptably difficult;
 - the rooms were ordered on the basis of misleading or incorrect information on essential facts, e.g. regarding the customer personally or the reservation purposes;
 - the hotel has reasonable cause to suppose that the use of the hotel's deliveries and services could jeopardise regular hotel operations and/or the security or reputation of the hotel in public opinion, provided that this is not attributable to the hotel's sphere of control or organization;
 - there has been an infringement of Fig. I. 2.).
- 3.) In the event of a justifiable withdrawal by the hotel, the Event Coordinator shall not be entitled to any damage compensation.

V. Withdrawal/ Cancellation by the Event Coordinator

- 1.) The Event Coordinator may only exercise a right to withdraw from the contract he/she concluded for the hiring of the event locations, if this has been agreed upon in writing in the contract. If a possibly existing withdrawal right is not exercised within the agreed deadline it shall lapse upon expiry of the deadline and the contract shall remain in full force, meaning that the customer shall be under the obligation to pay the agreed costs, even if he/she does not use the requested and provided deliveries and services, in particular, the reserved event location. In turn, there shall also be included a compensation for the lost sales of food and beverages according to Fig. V. 2.).
- 2.) Insofar as it has been agreed with the Event Coordinator that he/she shall pay a compensation in the event of a withdrawal within a determined deadline due to loss of revenues from the sale of food and beverages (calculated as a fixed percentage), then this loss of proceeds shall be calculated on the basis of: Banquet Menu Price x Number of Persons. If a price had not yet been fixed for the banquet menu, then the lowest price for a 3-course menu as listed in the event price list valid at the time of the event agreement shall be applied. A lump-sum in the amount of € 35.00 per guest shall be applied for calculating the compensation for lost beverage sales. If a package deal has been agreed upon for the event, then the payment owed according to Fig. V. 1.), shall amount to 80% of the agreed lump-sum for the package deal.

- 3.) The Event Coordinator shall be entitled to provide proof of lower damages; the hotel shall be entitled to provide proof of higher damages.

VI. Changes in the Number of Participants of the Date of the Event

- 1.) A reduction in the number of participants by up to 5% (if the figure is an "approximate figure", then the number given as an "absolute figure" shall apply) shall not require previous notification to the hotel, and shall be deducted accordingly in the final invoice.
- 2.) In the event of a reduction in the number of participants by more than 5% (if the figure is an "approximate figure", then the number given as an "absolute figure" shall apply) of the agreed number of participants, then the hotel's Event Department must be informed in writing (or by fax) no later than five business days before the beginning of the event. In such a case, the agreed number of participants minus 5% shall be charged in the final statement unless the hotel agrees in writing to a different arrangement.
- 3.) If the number of participants is reduced by more than 10% (Fig VI. 2.) shall apply accordingly with the provision that the hotel is, furthermore, entitled to make a reasonable upward adjustment to the agreed price. In such a case, the hotel shall furthermore be entitled to exchange the agreed event location against another more suitable location unless this is unacceptable for the Event Coordinator.
- 4.) If the actual number of participants is increased in relation to the agreed number of participants, then the final statement and invoice shall reflect the actual number of participants.
- 5.) If the agreed dates and times for the start and finish of the event are altered without the prior approval of the hotel, then appropriate additional costs for the services may apply.

VII. Bringing Own Food and Beverages

- 1.) The customer, as a rule, may only bring outside food and beverages to the event if prior agreements had been made in advance with the hotel. Approval may be made subject to additional payment to cover overheads.

VIII. Technical Equipment and Connections

- 1.) Insofar as the hotel obtains technical and any other equipment from third parties for the Event Coordinator, upon the latter's instruction, then the hotel shall be acting on behalf and for the Event Coordinator. The Event Coordinator shall be liable for the careful treatment, proper usage, and return of the equipment. The Event Coordinator shall exempt the hotel of any third party claims resulting from providing and permitting the use of such equipment.
- 2.) The use of electrical and other technical equipment owned by the Event Coordinator requiring the hotel's electrical power and other cable network shall require the latter's prior approval. If the Event Coordinator connects its own equipment and this results in suitable hotel equipment being used, then approval may be subject to payment of a compensation for loss. The Event Coordinator shall be liable for any interferences and/or damages to the hotel's cable networks and other equipment caused by the use of the Event Coordinator's own equipment, unless, the hotel is responsible for such interferences and damages itself. The hotel may charge the energy costs incurred from the Event Coordinator's use of his/her own equipment by way of an appropriate flat rate.
- 3.) If the Event Coordinator wishes to use his/her own telephone, fax, and other communication equipment, then the hotel's prior written approval shall be required, which may be subject to payment of a connection fee.

IX. Loss and Damage to Objects brought by the Event Coordinator

- 1.) The Event Coordinator shall be liable for exhibitions and other objects, including personal belongings, brought to the event locations of the hotel by the Event Coordinator. The hotel shall not assume any liability for loss of, destruction, or damage to such objects, except in the event of gross negligence or intent on the part of the hotel.
- 2.) Exhibitions and other objects brought to the event location shall be removed from the location immediately at the end of the event and may not be deposited or stored in any publicly accessible area in the hotel-even if this were only temporarily. If the Event Coordinator fails to comply, then the hotel may have the objects removed and stored at the cost and risk of the Event Coordinator. If the objects remain in the event locations, the hotel may charge the costs agreed for providing the premises for the period of time during which the objects remain in the event locations. The Event Coordinator shall be entitled to provide proof of lower damages; the hotel shall be entitled to provide proof of higher damages.

X. Liability and Other Duties of the Event Coordinator

- 1.) The Event Coordinator shall be liable to all damages to the hotel building and its furnishings caused by the Event Coordinator, participants in the event, guests attending the event, co-workers of the Event Coordinator, or third parties attributable to its area of responsibility. The Event Coordinator shall have to prove that culpable behaviour did not occur.
- 2.) The Event Coordinator shall ensure that any waste is disposed of according to the relevant statutory regulations on the separation and other treatment of waste. If the Event Coordinator leaves waste behind contrary to the above provisions, then the hotel shall be entitled to charge the Event Coordinator for the costs for the disposal of the waste according to regulations and for the possible ensuing special cleaning of the event locations.
- 3.) The use of external security services shall require the hotel' prior approval.
- 4.) Decoration material brought to the hotel shall meet the respective fire regulations. The hotel shall be entitled to demand official certification for the above. The setting up and hanging up of decorations and similar materials shall be agreed with the hotel in advance in view of possible damaging of furnishings etc.
- 5.) The hotel may demand on justified grounds that reasonable security be deposited.

XI. Final Provisions

- 1.) Modifications and additions to the contract regarding Room Rentals and this list of general Terms and Conditions shall be made in writing to be effective.
- 2.) Place of performance and payment shall be Berchtesgaden, Germany
- 3.) Sole place of jurisdiction including disputes regarding checks and payment bills shall be the court jurisdiction responsible for the place of performance named under Fig. XI. 2.). The jurisdiction of this court is hereby also agreed in all cases for relationships with customers that fulfil the prerequisites of Sec. 38, Paragraph 1, Code of Civil Procedure and/or customers that do not have a general place of jurisdiction in Germany (in the latter case, the hotel shall also be entitled at its discretion to file suit at the customer's general place of jurisdiction abroad).
- 4.) German law shall apply.

- 5.) In the event that individual provisions of the contract regarding the rental of event premises and/or this general list of Terms and Conditions be or become ineffective this shall not affect the validity of the remaining provisions.