

# General Business Conditions release date 2009-01-01 Hotel Motorsport Arena

## I. Validity

1. These business conditions apply to contracts of the rental using of rooms to carry out conferences, banquets, seminars, events etc. as well as every supply and activity of the hotel in this connection.
2. For subletting and re-renting the rooms, areas, cabinets, etc. we leave to you as well as the invitation for interviews, sales events or similar happenings the previous approval of the hotel is required.
3. Business conditions of the organizer will only be applicable by an explicit written agreement.

## II. Conclusion of a contract, contracting party, liability and limitation of time

1. If the hotel confirms the application of the organizer, the contract will come about. Promoter and hotel will be the contracting parties.
2. In the case the client/buyer is not the organizer himself or an industrial intermediary is brought in by the organizer they are responsible together with the organizer for the debts with regard to all obligations of the contract.
3. The hotel is liable for its obligations, which result from the contract. This liability is limited to inadequate services as well as service faults, which are attributed to intent or grossly negligent. By the way the organizer is obliged to timely draw the hotel's attention to the possible occurrence of unusual damages.
4. All claims against the hotel become time-barred in one year at the beginning of the legal limitation.

## III. Services, prices, payment

1. The hotel is obliged to provide the ordered and agreed services.
2. The organizer is obliged to pay the price agreed for these services of the hotel. This also applies to services and expenses for thirds connecting with the event, especially for accounts receivables and copyright collecting companies.
3. The prices agreed upon include the legal VAT (19%). If the VAT rate would change, the hotel reserve one's right to recalculate the prices. In the case the period between completion the contract and the event is more than four months and the price for those services charged by the hotel increases in the meantime the agreed price by contract can be raised reasonable, however at most 10 %.
4. Invoices of the hotel without date of maturity are payable within 8 days without deduction. The hotel is authorized to desire directly for payment for exhausted demands. In case of default, the hotel is authorized to charge default interests of 7 % p.a. due to invoice. So the organizer has to demonstrate a lower, the hotel a higher damage.
5. In the case of delay in payment the hotel is allowed to levy a reminder charge of five EURO on the first demand note, 10 EURO on the second demand note and 15 EURO on the third demand note.
6. The hotel is allowed to require a prepayment at any time. The amount of the prepayment and the date of payment can be fixed in the contract.
7. The organizer only can charge or diminish with an indisputable or legal demand towards a demand of the hotel

## IV. Withdrawal of the organizer/cancellation/periods

1. For the withdrawal of the organizer the written form is required. If the written withdrawal does not take place the hotel is entitled to invoice the following:
  - the agreed rent, if a re-rental is impossible.
  - the agreed room price, if a re-rental is impossible
  - services of third persons, if they are not accessedIt does not apply if hotel violate the right for consideration of rights, object of legal protection and interests of the organizer, so implementation of contract will be unreasonable.
2. If there was agreed a deadline for avoidance of contract, the organizer should withdraw from treaty without activating payment and compensation requirements. His right for recession expire if he does not withdraw in written form up to the agreed maturity unless V, 1,2 withdrawal of the organizer is not present.
3. If organizer withdraw from contract between the 8. and 4. week before event, the hotel is authorized to invoice the room rent and 40% of food and drink sales volume. After that period till the arrival he has to pay 80% of food and drink sales volume.
4. The missed turnover of drinks and food to the formula menu price x number of persons or flat rate for drinks and food x number of persons. If there are not any agreements in the contract the best-valued menu or the best-valued flat rate of the event offer will be the basis.
5. If there was agreed a conference flat rate per participator the hotel is authorized to invoice 40% of conference flat rate x number of persons (for withdrawal between 8. and 4. week of event), or 80% of conference flat rate x number of persons (for later withdrawals)
6. Deduction of saved outgoes is included by the named figures 3. till 5. The organizer is free to prove that the claims are not or that they are not for the full amount generated.

## IV. Withdrawal of the hotel

1. If a right of withdrawal exempt from charges was agreed in written form the hotel is authorized to withdraw the contract if enquiries of other organizers for rooms are on hand and the organizer does not resign right for withdrawal.
2. In the case the advance payment was not effected even after an expired second term and the threatened refusal the hotel has the right of withdrawal.
3. The right of withdrawal is also given in relevant justified cases, for example:
  - ♦ due to force majeure or other untenable circumstances carrying out the obligations of the contract is impossible
  - ♦ booking of events stating wrong or misleading essential facts about, e.g. organizer or purpose
  - ♦ overbooking by racing events
  - ♦ there is a justified reason for assumption that the event could endanger the smooth hotel course, the security or the reputation of the hotel in public
  - ♦ there is an offence against I.2
4. By legitimate reason for withdrawing of the hotel, the organizer has no claim for compensation.

## VI. Changes in the number of participants and event time

1. The banquet department has to be informed about changes in the number of participants (variation of more than 5 %) 48 hours until beginning of event at the latest. For changes the confirmation of the hotel is required. If there is no information about the changed number of participants in the fixed term the settlement based on the contractual confirmed number of participants.
2. A reduction of participants of 5 % is accepted in account of the hotel. On furthermore differences, the original number of participants less 5 % will be taken as the basis.
3. In case of participation of more than stated attendance, the real number will be calculated.
4. If there is a deviation of more than 10 % the hotel is entitled to fix new prices as well as to change the confirmed rooms.
5. In the case the fixed beginning or ending hours postpone without prior confirmation of the hotel, the hotel is able to charge service overheads, unless the hotel is to blame.

## VII. To bring food and drink by yourselves

1. Organizers as well as guests are not allowed to bring their own drinks and food to events etc. Exceptions require a written agreement of the banquet department. In these cases an amount of 80 % of the retail will be charged to cover the costs. This also applies to food or drinks brought without confirmation.

## VIII. Technical equipment

1. In the case the hotel procure technical and other equipment from a third person on behalf of the organizer, the hotel acts in the name, in authority and for account of the organizer. The organizer is liable for the careful handling and the return according to the rules. The organizer exempts the hotel from all claims of third arisen from leaving up the equipment to the organizer.
2. For applying own electronic equipment by using the power supply system of the hotel a prior written confirmation is required. Disturbances and damages of technical systems of the hotel originated by using this own electronic equipment will be charged by organizer's account, as far as the hotel is not to blame for these damages. In the case the involved electricity costs are not part of the contract the hotel is entitled to charge those by flat-rate.
3. In confirmation with the hotel the organizer is entitled to use own phone, fax and data transferring systems. But then the hotel is allowed to invoice a charge for connection.
4. If equal systems of the hotel stay unused through the using of own technical and electronic systems a loss charge will be invoiced.
5. Faults of technical and other systems made available by the hotel will be cleared immediately if possible. As far as the hotel is not to blame for these faults (power failure, damages through power, etc.) payments cannot be reduced or hold.

## IX. Loss or damage of brought objects

1. Brought exhibition objects or other personal objects, too are in the event rooms or in the hotel at the organizer's risk. We cannot assume any responsibility for loss or damage, unless in the case of intention or gross negligence of the hotel. Damages like injury to life, body or health are exempted thereof.
2. Brought decoration material has to meet the requirements of the fire department. Therefore the hotel is entitled to require an official certificate. If the organizer does not provide such a certificate, the hotel is able to remove decoration at the expense of the organizer. Due to possible damages putting-up and fixing have to be discussed with the hotel before.
3. Brought exhibition objects or others have to be immediately removed after the event. If the organizer do not do this the hotel is allowed to carry out the removal and storage charged to his account. For objectives remaining at the venue the hotel is entitled to charge the rental costs for the duration of remaining. The organizer has to prove that aforementioned claims are not generated in this amount.

## X. Liability of organizer

1. The promoter is liable for damages to the building or fittings, (fittings of third, too) caused by him, event participants or event visitors or other persons belong to his sphere.
2. The hotel is entitled to require adequate securities (e. g. insurance, deposit).

## XI. Others / final regulations

1. For changing and complementing the contracts, the order confirmation or these general business conditions a written statement is required. Unilateral changes or complements by the customer are invalid.
2. Place of fulfillment and payment is the place of business and legal seat of the hotel.
3. Exclusive court jurisdiction for all lawsuits – also for check- and in commercial business is the legal seat of the hotel.
4. German law is valid. Implementation of UN-law and conflict of law is impossible.
5. In the case several rules of these general business conditions are inoperative or void, the effectiveness of the other rules will not be concerned. By the way the statutory provisions are valid.