

GENERAL TERMS AND CONDITIONS Temporary Rental in Unternehmen Mitte

This document serves solely as the English translation of the General Terms and Conditions for temporary rental in Unternehmen Mitte. The German document is and will remain the only legally valid version. The General Terms and Conditions (henceforward referred to as "Terms") shall apply for the temporary rental of venue rooms and spaces in Unternehmen Mitte (henceforward referred to as "Unternehmen Mitte" or "we"). These terms shall assume definitive subsidiary validity in the absence of individual contract agreements between any natural or legal person or entity (henceforward referred to as "renter" or "renters"). These Terms apply to all contracts and agreements made between the renter and Unternehmen Mitte, unless otherwise explicitly agreed upon. Provisions deviating from these Terms are valid only as explicitly approved by Unternehmen Mitte.

Räumlichkeiten

- Venue rooms and spaces are rented in their existing condition. They should be used with due care. Changes to the rooms and spaces are permissible only upon agreement with Unternehmen Mitte. Unless otherwise agreed upon in writing, any arising costs will be charged to the renter.
- Materials remaining after the event which the renter has failed to remove or collect will be, if necessary, disposed of appropriately and any arising costs will be charged to the renter.
- Under no circumstance may any objects – e.g. using pins, tacks or adhesive tape – be attached or secured to the walls of the Beletage on the first floor (1.0G).
- Appropriate consideration shall be shown for guests, other renters and the surrounding neighbourhood. The average room sound level shall not exceed 87 db(a). Designated by the specialist department for noise control, this maximum level shall be strictly observed. In the event of noncompliance, our personnel is authorised to intervene and, if necessary, shall terminate the event. Windows and doors shall remain closed during loud or noisy events.
- Both emergency exits (Grünpflagasse and Turmeingang (the "tower entrance")) must be kept free and clear of obstructions. Items used for decorations and decorative frameworks must be fireproof, fire-resistant or made of similar material and must not result in burning, falling matter in the event of fire.
- During events in the Halle (the "great hall"), entrances to the Cantina, Séparés on the 1st floor, Safe and Kuratorium shall remain accessible to the public, respectively shall be explicitly seen to remain accessible by the event organiser, unless otherwise agreed upon.
- Liability insurance for property damage and theft as well as any additional relevant insurance is the sole responsibility of the renter. In particular, Unternehmen Mitte assumes no liability for guests' jackets, clothing or other belongings. We reserve the right to request proof of liability insurance from the renter.
- It is emphasised that the cloakroom remains unsupervised and publicly accessible, potentially resulting in an increased risk of theft.
- Access to the building for deliveries is possible only Monday to Friday until 11.30 and Suterday until 9.30. Special permits are granted by the cantonal police department, Spiegelhof / MFK Tel. 061 267 82 00/28

Rent, Costs and Payment Terms

- A rental fee is agreed upon for the use of rooms and spaces and this fee shall be paid in advance. Likewise, cleaning costs will be agreed upon in advance. Additional service-personnel costs will be invoiced, subject to prior consent, at a rate of CHF 45.-/hour. Technical equipment, lighting and sound at a rate of CHF 80.-/hour.
- Cancellation: Subsequent to the signing of contract, 50% of the rental fee will be charged.
30 to 15 days prior to the event, 80% of the rental fee will be charged.
14 to 1 day(s) prior to the event, the full rental fee (100%) will be charged.

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Gastronomy Services

- The great hall, Belétage, Safe and Kuratorium belong to the gastronomy responsibility of Fumare Non Fumare.
Hence, gastronomy or catering services against payment may only be provided by Fumare Non Fumare.
- Drink orders for separate beverage buffets are to be submitted two days before the event.
This order is binding and may be invoiced as a minimum.
The renter's personal provisions and own consumption shall be clearly defined in advance.

Jurisdiction

- The place of jurisdiction is Basel City
- Basel, 1. September 2011

unternehmen **mitte**