



General Terms and Conditions for the Rental of the Seminar House "Seminarhof Tratzberg"

1. Scope of application

The landlord is the owner, represented by the Gräflich Enzenberg'sche Gutsverwaltung, Schloss Tratzberg, 6200 Jenbach, hereinafter referred to as the "Seminarhof". The general terms and conditions apply exclusively to all agreements between this landlord (the "Seminarhof") and its contractual partners (in short "tenants"), unless otherwise agreed in writing. Persons who visit the Seminarhof on the basis of the event organised by the tenant (in short "visitors") are not covered by these terms and conditions.

2. Validity

The general terms and conditions are the basis for all future contracts between the contracting parties without the need for a new reference to them.

With tenants who have already been tenants of the Seminarhof and who are in possession of the General Terms and Conditions of the Seminarhof, the contract is already validly concluded on the basis of the General Terms and Conditions with a binding date commitment. The hirer shall be deemed to be the sole responsible organiser.

3. Contractual Object

The tenant is aware of the reputation of the name "Tratzberg". The rooms and facilities of the Seminarhof are provided and handed over exclusively on the basis of the agreement reached. Changes by the tenant require the consent of the Seminarhof. The same applies to the attachment of decorations and advertising material to or in the object. The Seminarhof is not obliged to remove existing decorations and information signs or any objects at or in the Seminarhof.

The contractual object shall be handed over in proper condition. Insofar as the tenant or his representative does not make any complaint at the time of takeover, it shall be deemed to have been taken over in perfect condition. The tenant shall immediately report in writing any obvious defects recognisable to him at the time of handover.

After the end of the contract, the object of the contract is to be handed over free of defects and cleared of brought-in items. The tenant shall remove any inventory brought in at his own expense and risk. The dismantling and removal of the items brought in must be completed by the contractually agreed date, otherwise the Seminarhof shall be entitled to have the items brought in removed and stored at the expense and risk of the hirer.

4. Purpose of the contract

The Seminarhof may only be used by the tenant for the agreed purpose and to the agreed extent. Even partial transfer of rights requires the prior express consent of the Seminarhof. In case of an approved passing on of rights,

the tenant is liable towards the Seminarhof. The purpose of the contract or event must not be likely to run counter to the reputation of Tratzberg Castle. A decision on this always remains with the Seminarhof.

5. Terms of use

- a) All objects, areas, rooms, etc. must be treated with care and in accordance with their intended use.
- b) Smoking is strictly prohibited in all rooms of the Seminarhof. In case of contravention the tenant has to pay a penalty of € 500,00 each.
- c) In particular, the consent of the Seminarhof is required for the attachment of (advertising) materials or the fixing of objects. The possible use of or damage to the substance is not permitted under any circumstances with any other liability for damages. In particular, fire-resistant materials must be used, and the hirer must comply with the legal requirements.
- d) Applicable safety regulations and the applicable laws must be observed. The Seminarhof is entitled to expel persons from the Seminarhof who do not comply with the regulations without compensation.
- e) The bringing in of inventory is only permitted with the consent of the Seminarhof. Agreement must be reached with the Seminarhof regarding delivery and storage.
- f) The use and bringing in of equipment and machines of any kind, which are not equipment of the Seminarhof, can only take place with the consent of the Seminarhof. Excluded from this are only notebooks or similar. The hirer is solely liable for damage to equipment provided by the hirer or damage caused by this equipment. Access to the Internet may only take place within the framework of the legal provisions. The internet may not be used commercially and only within the agreed scope.
- g) The use of and access to rooms, facilities or areas that are not the subject of the contract is prohibited for the tenant or visitors. The tenant shall bear the liability in case of violation.
- h) The Seminarhof is not liable for cloakroom items. The Seminarhof is expressly not liable for vehicles parked on parking areas in its vicinity. Unless otherwise stipulated, the German Road Traffic Regulations (StVO) apply to road areas around the Seminarhof.
- i) The tenant has to be reachable for the Seminarhof during the duration of the contract or a business and legally competent authorised representative named or announced at the conclusion of the contract, who can take binding action for the tenant. In case of non-availability the Seminarhof is authorised, in the sense of management without order, to initiate appropriate measures at the risk and expense of the tenant.
- j) Any sale of tickets shall be at the expense of the hirer. The hirer has to take care that a possible registration with the AKM is carried out and fees are paid. The Seminarhof will be indemnified and held harmless.
- k) The Seminarhof is entitled to carry out short inspections in the premises used by the tenant during the term of the contract, as far as legitimate interests of the tenant are not considerably affected by this.
- l) The bringing of animals is prohibited - except in cases of express permission by the Seminarhof.
- m) The garden facilities are to be treated with care. In particular, the hirer must ensure that any soiling caused by papers, cigarette butts etc. in the green areas or access roads is removed.

6. Public relations, advertising

The advertising of events is basically the responsibility of the tenant after prior approval by the Seminarhof. Advertising in the property requires the consent of the Seminarhof. The Seminarhof is entitled to prohibit or reject any publication or advertising if it could be detrimental to the reputation of the house or the name or Tratzberg Castle or if it is otherwise contrary to weighty interests. The use of the characteristics and marks (logo, coat of arms, lettering, trademarks) and other intellectual property rights of the Seminarhof is generally prohibited. If necessary to promote future event happening at the location Seminarhof, the norms of copyright law, trademark law etc. are to be considered in any case.

7. Terms of payment and withdrawal

- a) A down payment of at least 50% of the rental price is to be made after booking (the contractual declaration of the renter) of an event to (the Seminarhof) the 'Graeflich Enzenberg'sche Gutsverwaltung'. This payment is to be made no later than 10 days after booking. Only at the time of receipt of payment by the Seminarhof is a binding reservation assumed on the part of the Seminarhof and the accepting contractual declaration by the Seminarhof is only valid from this point in time. The final payment, which will then be prescribed separately, is

to be made in such a timely manner that receipt of payment by the Seminarhof can be confirmed at the latest 14 days before the date of the event. The Seminarhof is entitled to charge interest of 5% for late payments.

b) In the event of cancellation by the Lessee of an accepted reservation, the Lessee shall in any case pay the following fees (irrespective of any damages in excess thereof):

- as of 90 days before the beginning of the event
10% of the contractually agreed fee, as processing fee
- as of 60 days before the start of the event
30% of the agreed room rental
- as of 30 days before the start of the event
50% of the agreed room rent
- 14 days before the start of the event or no-show
100% of the agreed room rent,

whereby the Seminarhof is entitled to withhold the corresponding amount from a possibly existing payment on account.

Any discounts granted are subject to the actual conclusion of the contract and the full payment of the rental price.

In case of proven force majeure, no fee will be charged. Amounts already paid on account will be refunded.

c) In the event of substantial breaches of contract by the Lessee, in particular if

- payments are made late
- the event program is substantially changed
- official permits are missing
- the safety of visitors, third parties or property appears to be endangered
- events with contents damaging to the reputation, especially towards the sphere of the name Tratzberg (e.g. by extremist, immoral or indecent contents)

the Seminarhof is entitled to withdraw from the contract without compensation, asserting all legally foreseen claims.

d) Immediately after the binding booking, the tenant has to deposit a security of € _____, namely this amount will be instructed by bank transfer in favor of the Seminarhof and will be kept by the latter until after the event. The deposited deposit amount serves to cover all claims of the Seminarhof against the tenant arising from the present rental relationship, of whatever kind.

Restitution. The deposit is due for restitution within 2 weeks after the contractual restitution of the Seminarhof under the condition that there are no arrears of any kind. If at the time of handover there is damage, dirt or arrears of any kind in an unforeseeable amount, the Seminarhof is entitled to withhold 25% of the deposit. The payment of this rest of the deposit or an offsetting by the Seminarhof takes place within 14 days after the ascertained amount of damage or claim.

8. Liability

a) The lessee shall bear the entire risk and full responsibility for the execution of the event. The renter shall be liable for all damage to property or persons, in particular to inventory (equipment, technology, etc.) or buildings, caused by himself or by persons appearing or staying at the venue due to his event, in particular entering the premises or otherwise having a legal or factual connection with the renter, visitors or the venue. A possible own tortious liability of the respective damaging party remains unaffected by this.

b) The Seminarhof assumes no responsibility for compliance with legal regulations of any kind affecting the tenant. The Seminarhof is entitled to immediately assert any claims of third parties (also, for example, penalties of authorities), which are asserted against itself due to legal norms, but result from events or behavior of the tenant and its people, visitors or suppliers, against the latter and to indemnify and hold itself harmless.

- c) The Seminarhof assumes no liability for disruptions to the event that do not fall within its area of responsibility, disruptions and interruptions, disruptions to the energy supply, as well as for force majeure.
- d) The Seminarhof assumes no liability for personal injuries. The lessee is obliged to take care of the safety of the visitors and third parties, to comply with legal regulations and official requirements and to take care of the compliance by visitors or third parties.
- e) The Seminarhof assumes no liability for objects of any kind lost during or in connection with the event.
- f) The Seminarhof is not liable for indirect damages and loss of earnings.
- g) At the beginning of the rental relationship, the tenant confirms to have been informed and familiarized with safety precautions and facilities as well as requirements for traffic safety.

9. Waste Disposal

Ordinary household waste will be disposed of by the Seminarhof. The tenant has to take care of the disposal of glass waste, especially bottles, as well as packaging material and cardboard, which is caused by the holding of events or by their assembly and disassembly. Otherwise the Seminarhof is entitled to arrange for the disposal at the expense of the organizer.

10. Miscellaneous

- a) All agreements made between the Seminarhof and the tenant must be in writing to be legally effective.
- b) All contracts are based on Austrian law.
- c) A set-off of the tenant against the Seminarhof is not possible under any circumstances.
- c) Any claims of the tenant against the Seminarhof have to be asserted in writing within 6 months after the end of the event, otherwise they are considered to be forfeited.

A possible invalidity of one or more points of these general terms and conditions does not lead to an invalidity of the remaining points.

11. Place of Jurisdiction

For any disputes arising from these terms and conditions, the jurisdiction of the competent court for Tratzberg is agreed.

_____, on _____

noted: Tenant