



## GENERAL TERMS AND CONDITIONS

### Usage of event and rehearsal rooms and organization of third-party events

These General Terms and Conditions shall apply to all agreements concerning the usage of event rooms (incl. rehearsal rooms) and the staging of events (incl. rehearsals) in the event rooms of „**WSO**“ (Wiener Staatsoper GmbH, Opernring 2, 1010 Vienna; Ballet Academy and Opera School of the Vienna State Opera in Hanuschhof, Goethegasse 1, 1010 Vienna; Rehearsal Stage Arsenal, Object 19, 1030 Vienna) between WSO and its contractual partner, hereinafter referred to as „**Organizer**“, unless a contrary agreement has been expressly made in writing. In addition, the house rules of the Vienna State Opera shall apply.

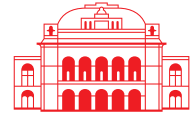
#### 1. Rental of event rooms

1.1. Event rooms of the WSO („**Rooms**“) are provided by the WSO according to the written offer by the WSO („**Offer**“). The organizer is exclusively entitled to use these rooms only at the time stated in the offer and exclusively for the purpose and content of the event stated in the offer. If WSO assumes special work services (e.g. final cleaning costs exceeding the usual extent), the organizer shall bear these additional costs.

1.2. The rental fee includes the provision of tables, chairs and a lectern (if available in the WSO) as well as the costs for heating, hall lighting and final cleaning. A separate agreement shall be made in case of the provision of other equipment by the WSO, of any staff (e.g. for set-up and dismantling as well as for supervision of the event) as well as one (or more) cleaning procedure(s) (if desired) during the event.

1.3. WSO shall hand over the rooms in proper condition, of which the organizer must assure himself/herself during handover. The organizer must state any complaints to WSO during or immediately after the handover of the rooms; subsequent complaints will not be taken into account by the WSO.

1.4. Structural alterations are not permitted. All other changes, including changes to the seating plan or the exhibition plan („**changes**“) to the rooms or its facilities, shall be made at the expense of the organizer. In addition, changes require the prior written consent of WSO as well as any consent that may be required by MA36, if adaptations of the basic layout approved by MA36 will be made. Furthermore, approval by the Bundesdenkmalamt and the Bundestheater-Holding may be necessary. The organizer is responsible for ensuring that the seating or exhibition plan is not changed during the event. Exact adherence to the approved set-up and exact compliance with the



aforementioned approval requirements also apply to the installation of stands and roll-ups.

1.5. The organizer may only bring in his/her own or third-party (furnishings) objects, decorations, scenery, etc. („**objects**“) into the rooms only with the prior written consent of WSO and at the expense of the organizer.

1.5.1. All electrical equipment used (high voltage current) must bear the ÖVE test mark (certificate) and must be tested by the state-authorized testing institute for electrical engineering TÜV. For safety reasons the use of propane gas bottles, as well as the use of gas appliances and heating devices with flames of any kind or open and electric heating plates is prohibited. For any espresso machines used and for soda water containers, insofar as they are subject to the Dampfkesselverordnung 1948 (Steam Boiler Ordinance 1948), the prescribed pressure test certificates must be brought along at the time of installation and presented on official request. Furthermore, the relevant certificates for all equipment and structures used by the organizer must be deposited with the safety officer of WSO by 8:00 a.m. on the day preceding the event.

1.5.2. All legal regulations must be observed when bringing in objects and making changes. In particular the police regulations (e.g. building regulations and fire regulations) and instructions must be followed. All decorations, furnishings or other materials used (including table linen) provided by the organizer must comply with flammability classes C (limited contribution to fire), s1 (no smoke formation) and d0 (non-dripping) in accordance with ÖNORMEN 13501-1. This must be proven by a certificate from an authorized testing institute valid at the time of the event (proof of the above classes), which must be deposited with the safety officer of WSO by 8:00 a.m. on the day preceding the event. All fire alarms, hydrants, smoke dampers, electrical distribution and control panels, telephone distributors, heating and ventilation systems and emergency exits must remain freely accessible and unobstructed.

1.5.3. The organizer is liable for all objects brought in and changes made. Restoration to the original condition shall also be at the expense of the organizer. All deliveries as well as assembly and dismantling are only permitted within the agreed deadlines. Objects and/or modifications that are not removed and/or dismantled within the agreed deadlines shall be removed and/or dismantled at the expense and risk of the organizer.

1.6. Any lighting, sound and other technical equipment provided for use may only be installed and operated by in-house personnel or by licensed specialist companies approved in writing by WSO. The costs incurred for the required personnel will be charged separately to the organizer.



1.7. The organizer has to provide a name of a contact person to the WSO, who has to be present during the usage of the rooms and who must be available as a contact person for the WSO. In the interest of optimal preparation and realization of the event, the organizer has to provide WSO with detailed information about the purpose and the course of the event as early as possible, at the latest, however, 14 days before the start of the event. WSO has to agree to the program of the event.

1.8. The house rules of the Vienna State Opera, which, like the present General Terms and Conditions, are attached to the organizer's offer, must be strictly observed. At all times any instructions issued by the WSO, in particular by the WSO building management, the WSO safety officer, the WSO facility management and the company fire brigade, must be complied with. This also applies to any additional services commissioned by the event organizer at his/her own expense in agreement with WSO, such as hall controls, private security services or public security services (e.g. police, emergency services). These services shall be commissioned by the organizer at his/her own expense, in particular in the case of large events, after prior agreement with the WSO. The costs for public security services or security services ordered by the WSO shall also be borne by the organizer. Public security/inspection bodies are to be allowed access to the rooms at any time in the presence of a representative of the WSO. The aforementioned bodies as well as the WSO's own security service and other WSO representatives may not be obstructed in the performance of their duties.

1.9. WSO is entitled to conduct guided tours of WSO and its premises for the duration of this contract. Should the event result in the cancellation of individual guided tours by WSO („**Guided Tours**“), WSO is entitled to demand a compensation of EUR 1,500 (plus statutory VAT) for each cancelled tour (per hour) from the organizer.

1.10. Wardrobe of any kind may not be deposited in the rooms. Instead, the cloakroom provided by the WSO shall be used for this purpose. The organizer shall ensure that the participants of the event observe the obligation to hand in their wardrobe at the cloakroom. The organizer shall take care of the cloakroom, or, if necessary, shall engage the WSO's private security service G4S for this purpose.

## **2. Carrying out the event**

2.1. The entire preparation, organization and implementation of the event is subject to the responsibility of the organizer. The organizer is obligated to hire staff for the supervision of the event according to the requirements of the organization of the event and the specifications of the WSO. The costs for personnel provided by WSO will be charged separately (e.g. public service, fire brigade, technical personnel).

2.2. The organizer shall ensure that the maximum number of visitors permitted for the individual room is not exceeded.



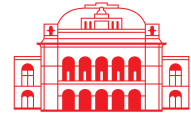
2.3. Advertising and photographic material for the promotion and public announcement of the event as well as invitations to the event are to be submitted to WSO for prior approval as early as possible, but no later than 14 days before the event. WSO is entitled to refuse publication, especially if it does not fit into the framework of WSO's usual advertising line or contradicts WSO's interests. The WSO logo may only be used after a separate agreement has been made. On all printed works, posters, tickets, invitations, etc. for the event, the name of the organizer must be stated in order to make it clear that a legal relationship exists between the visitor of the event and the organizer. Under no circumstances may the impression be created that the event is a event organized by the WSO or otherwise a result of a further cooperation between WSO and the organizer without a prior agreement between WSO and the organizer. Photos and video recordings of the event must be submitted to WSO by the organizer for approval before any further use - WSO will provide approval or issue a prohibition of any further use of such recordings within five working days after receipt of such recordings.

2.4. Any kind of advertising in the event rooms, other (ancillary) rooms, in spaces in the immediate vicinity of the building or spaces on the building of the WSO requires a special permission from the WSO. Billposting is prohibited by law and obliges the organizer to compensate for the damage.

2.6. As a matter of principle, the organizer is not entitled to conclude sponsoring and/or advertising agreements as well as merchandising agreements for the event taking place in the WSO, which involve an act, acquiescence or omission on the part of the WSO, without obtaining the consent of the WSO. This applies in particular to the placing of company advertising, in whatever form, in the event rooms, other (ancillary) rooms, in spaces in the immediate vicinity of the building or spaces on the building of the WSO, as well as the use of the name, image or photos (exterior and interior views) of WSO for purposes going beyond the announcement and advertising of the event.

2.7. Permitted without remuneration is photography for the press as well as current reporting in various media with a broadcast duration of up to three minutes per report. The organizer shall inform the WSO which media he/she accredits for topical and non-topical coverage.

2.8. Any audio or video recording and media exploitation of the event or parts thereof (i.e. also on the organizer's social media channels) that exceeds the current coverage requires a separate written agreement with WSO for the granting and compensation of its domiciliary rights. Recording for purely archiving purposes is permitted. In the case of recordings, an agreement on a modified schedule shall be made between WSO and the organizer, if necessary.



2.9. The use of copyrighted music or texts, etc. or the playing of music recordings require prior notification of and payment to the AKM or other authorized parties. Any copyrights and ancillary copyrights must be cleared by the organizer in good time and the compensation due must be paid.

2.10. The organizer acknowledges that the sale of CDs, DVDs, books and merchandising articles etc. - unless otherwise agreed - is reserved for the WSO shop located on the premises (operated by Theaterservice GmbH). The sale of such items by the organizer requires a separate agreement with WSO, which may involve a commission payment of 10% of the net receipts (which will be charged plus statutory VAT).

2.11. The organizer is free to choose a caterer. If the organizer wishes to have a buffet with the sale of food and drinks before, after or during the intermission(s) of an event with an audience, GERSTNER Catering Betriebs GmbH must be commissioned by the organizer for such services. The tea salon of the WSO is not part of the buffet operation. No direct legal relationship between WSO and the caterer is created by the agreement made between the event organizer and the caterer regarding any catering services.

2.12. The organizer shall take into account the exclusivities applicable to the WSO in connection with any sponsoring and catering:

- Lexus (industry exclusivity for car manufacturers)
- OMV (energy supplier, mineral oil, gas, plastics production and refineries as well as petrol station networks)
- Vöslauer (mineral water and near-water sector)
- Coca-Cola (soft drinks, Kinley tonics, Cappy fruit juices, Fuze iced tea)
- Ottakringer (beer)
- Hausbrandt (coffee)
- Kattus (sparkling wine, Laurent - Perrier champagne)

In particular, no competitor company of the above-mentioned partners of the WSO may use the image, name or photos (outside and/or inside) of the WSO (incl. Vienna State Ballet, Vienna Opera Ball, etc.) for advertising purposes. The organizer shall ensure that the impression is not created that the WSO is cooperating with one of the organizer's partners in any form whatsoever.

### **3. Insurance and liability**

3.1. The organizer undertakes to take out (organizer's) liability insurance for the event, which covers all possible personal injury or damage to property in connection



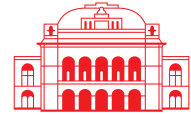
with the use of the rooms and the holding of the event, and to provide proof of such insurance immediately on request by WSO.

3.2. The organizer shall be liable in particular:

- 3.2.1. for damage caused to the building or inventory as a result of the event;
- 3.2.2. for damage caused to persons or property during the bringing in and use of self-brought-in objects or equipment during assembly and dismantling;
- 3.2.3. for all consequences resulting from exceeding the number of visitors specified in the contract;
- 3.2.4. for all consequences resulting from insufficient staffing of the security service, insofar as such service is provided by the organizer;
- 3.2.5. for all accidents suffered by the organizer's own staff and the artists and performers engaged by the organizer during the preparations for an event and during the event itself as a result of non-observance of the safety regulations of these terms and conditions of agreement;
- 3.2.6. Damage caused by participants of the event, to whatever detriment, in particular for extraordinary wear and tear in the rooms accessible to the participants in the course of the event and to the equipment and installations located therein;
- 3.2.7. Damage caused by theft of objects brought in, insofar as WSO is not at fault.
- 3.2.8. Claims by the AKM, publishers or other persons authorized to dispose of rights, artists participating in the event, etc. in the event of failure to properly clarify and/or settle copyrights and ancillary copyrights.
- 3.2.9. The organizer shall indemnify and hold WSO harmless from and against any third party claims in this respect; this also includes the costs of an appropriate legal defense.

3.3. The organizer shall be liable for all damage to the rooms provided, including technical and other equipment, which occurs in connection with the organization of the event. The organizer shall indemnify and hold WSO harmless in this respect, this also includes the costs of an appropriate legal defense. The organizer shall ensure that the rooms are returned in the condition in which they were taken over from WSO. In case of damage or contamination of the rooms or the equipment or parts thereof, the repair, cleaning or replacement costs will be charged separately to the organizer.





3.4. Furthermore, the organizer has to fulfil all legal obligations connected with his/her events (in particular, but not exclusively, those according to the Tobacco and Non-Smokers Protection Act) and to obtain the prescribed official permits in time at his/her own expense. The fulfilment of this obligation has to be proved in an appropriate way on request of the WSO. Furthermore, the organizer is obliged to pay all duties, taxes and fees, which arise from the acceptance of the offer and/or in connection with the use of the rooms and the realization of the event, to the responsible authorities (especially AKM and legal transaction fees). Should WSO nevertheless be held liable, the organizer indemnifies and holds WSO harmless; this also includes the costs of an appropriate legal defense.

3.5. The organizer guarantees to already have or to obtain all rights and permissions necessary for the conclusion of this contract and the fulfilment of his obligations resulting from it. The organizer indemnifies and holds WSO harmless against any claims of third parties in connection with the implementation of the event. This also includes the costs of an appropriate legal defense.

3.6. WSO is liable within the scope of the statutory liability.

#### **4. COVID-19 Prevention Officer**

4.1. For the sake of order, it is pointed out that between the conclusion of the present agreement and the taking place of the event, further statutory/legal provisions to prevent the spread of COVID-19 may come into force, which may prohibit the event altogether, make it unreasonably difficult for the contracting parties or require an adjustment/postponement.

4.2. The organizer must ensure that he/she complies with all statutory/legal provisions that apply to him/her, in particular the regulations concerning him/her according to the COVID-19 Measures Ordinance as amended, in particular with regard to the holding of events. The organizer has to provide WSO with all necessary permits and/or COVID-19 prevention concepts as well as the appointment of a COVID-19 representative without being asked to do so.

#### **5. Force majeure**

5.1. If one of the contracting parties is prevented from fulfilling the contract due to force majeure, the contracting parties are entitled to adjust the contract or to withdraw from it in part or in full.

5.2. Cases of force majeure are events that occur independently of the will of the affected contracting party and thereby make the fulfilment of this contract completely or partially impossible. Force majeure shall include, but not be limited to, the impossibility to perform the contract due to legal or official orders or extraordinary natural events such as floods, earthquakes, storms or other natural events, strikes and



industrial action, acts of war, political crises, terrorist attacks, boycott measures, shortage of materials, epidemics or pandemics. The contracting parties are obliged to notify each other immediately of the occurrence of a case of force majeure and to inform each other of the duration and extent of such circumstances.

5.3. If the fulfilment of the contract is only partially or completely impossible due to force majeure, the contract shall, if reasonable for both parties, be adapted by mutual agreement in such a way that substitute services/replacement dates are agreed for services not rendered.

5.4. In the event of the impossibility of a replacement or in the event of non-agreement, the contracting parties may withdraw from the contract without setting a grace period, without a claim for cancellation costs or damages arising against the other contracting party. In this case, payments already made shall be settled and refunded on a pro rata basis.

## **6. Termination of the contract for cause**

6.1. The contracting parties may dissolve the contract for a valid reason with immediate effect without observing a period of notice and a deadline by written declaration. In the event of extraordinary termination, mutually rendered services shall be settled on a pro rata basis. Amounts already paid to which no service can yet be attributed shall be refunded.

6.2. An important reason entitling to extraordinary dissolution exists in particular, but not conclusively, in the following cases:

6.2.1. For the WSO:

6.2.1.1. If the organizer fails to pay an agreed deposit in full and on time.

6.2.2. For both parties:

6.2.2.1. If one of the contracting parties publicly damages or injures the reputation or other important interests of a contracting party and/or one of its bodies and/or one of the associated companies of a contracting party.

6.2.2.2. If one of the contracting parties ceases its activity or in the event of the opening of insolvency or settlement proceedings against the assets of one of the contracting parties.

6.2.2.3. If one of the contracting parties becomes aware of facts according to which the planned event contradicts existing legal regulations or agreements.

6.2.2.4. If a violation of public order, peace and safety is to be feared as a result of the planned event.

6.2.2.5. If the basis of the transaction is no longer valid.





## **7. Cancellation**

7.1. If the organizer declares his/her withdrawal from the contract at the latest 30 days before the date of the event, no cancellation fees will be charged. Any payment on account made will be refunded minus any costs already incurred. If, however, the organizer declares his/her withdrawal at the latest 14 days before the scheduled date of the event, 25% and after this date 50% of the fee plus all costs incurred up to this date shall be payable as cancellation fees. If the organizer declares his/her withdrawal from the contract within 7 days before the date of the event, 100% of the agreed fee plus any expenses incurred shall be payable as cancellation fees.

7.2. If the cancellation relates only to the event date and the event is held on another date to be agreed, the obligation to pay the fee for the cancelled event date/cancellation fee does not apply. WSO does not guarantee that an alternative date can be found.

## **8. Miscellaneous**

8.1. With the signing of the offer, these general terms and conditions are considered accepted. Any claims against WSO arising from or in connection with the signing of the offer must be asserted in writing within three months after the end of the event, otherwise they are considered to be time-barred.

8.2. The place of performance and jurisdiction is Vienna. It is agreed that Austrian law shall exclusively be applicable with the exclusion of the conflict of laws rules.

8.3. These General Terms and Conditions have been issued in German and English. The German version shall take precedence over the English version in the event of any contradictions.

Wiener Staatsoper GmbH

Stand: Juni 2022