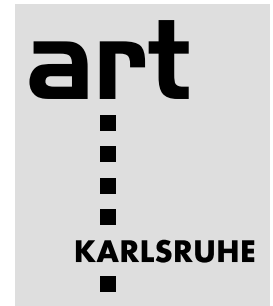


**Tel.: +49 721 3720 5120**  
**Fax: +49 721 3720 99 5120**  
**E-Mail: info@art-karlsruhe.de**



**21. – 24.02.2019**

To:  
Karlsruher Messe- und Kongress GmbH  
art KARLSRUHE  
Messeallee 1  
D-76287 Rheinstetten

## Registration

**Closing date for registration: September 10, 2018**

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Gallery name / Gallery owner

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Street

---

Postcode, town

Country

---

Telephone

Email gallery

---

Contact name

Extension

Mobile number

---

Email contact person

Internet

---

Invoice address (if different from above)

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VAT ID no.

### Stand lettering

(This text will be attached to your stand as a nameplate)

Gallery name: \_\_\_\_\_

Place/Country: \_\_\_\_\_ / \_\_\_\_\_

The General Participants Guidelines for Trade Fairs and Exhibitions available at [www.art-karlsruhe.de](http://www.art-karlsruhe.de) (For Exhibitors) for IDFA members, the Special Terms and Conditions for Participation, the House Rules, and all parts thereof, are hereby acknowledged to be legally binding. Deviating agreements require the written form. The place of performance and place of jurisdiction is Karlsruhe.

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Date, place

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Company stamp, authorised signature

## Gallery details

Founding date:

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Gallery profile (in a few sentences):

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Gallery's opening hours:

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List of the regularly represented artists:

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Exhibitions in the last 12 months (min. 4):

(Exhibition title/date)

1) \_\_\_\_\_ / \_\_\_\_\_

2) \_\_\_\_\_ / \_\_\_\_\_

3) \_\_\_\_\_ / \_\_\_\_\_

4) \_\_\_\_\_ / \_\_\_\_\_

5) \_\_\_\_\_ / \_\_\_\_\_

6) \_\_\_\_\_ / \_\_\_\_\_

As proof of the details given here, please enclose copies of invitation cards, programme flyers, web announcements, et al. for each event.

We are members of the following associations:

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Participation in other trade fairs/exhibitions:

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Details can be provided in printed or digital form (fillable pdf at [www.art-karlsruhe.de](http://www.art-karlsruhe.de)).

The General Participants Guidelines for Trade Fairs and Exhibitions available at [www.art-karlsruhe.de](http://www.art-karlsruhe.de) (For Exhibitors) for IDFA members, the Special Terms and Conditions for Participation, the House Rules, and all parts thereof, are hereby acknowledged to be legally binding. Deviating agreements require the written form. The place of performance and place of jurisdiction is Karlsruhe.

---

Date, place

---

Company stamp, authorised signature

We hereby apply for the following stand space with the stated focus in accordance with the Terms & Conditions of Participation: your requested placement will be respected if possible but cannot be guaranteed (please refer to Item 5 in the Special Terms and Conditions for Participation).

## Photography + original editions Hall 1

Fotografie + Original-Editionen / Photographies + éditions originales

50 sqm  75 sqm  100 sqm  125 sqm  150 sqm  175 sqm  200 sqm

Of which: \_\_\_\_\_ sqm gallery programme € 166/sqm\*

\_\_\_\_\_ sqm one-artist show € 144/sqm\*

1  2  3  4

Minimum size 25 sqm per artist

Number of one-artist shows

## Classic modern + modern classic art Halls 2+3

Klassische Moderne + Moderne Klassik / Art moderne classique + classique moderne

50 sqm  75 sqm  100 sqm  125 sqm  150 sqm  175 sqm  200 sqm

Of which: \_\_\_\_\_ sqm gallery programme € 188/sqm\*

\_\_\_\_\_ sqm one-artist show € 166/sqm\*

1  2  3  4

Minimum size 25 sqm per artist

Number of one-artist shows

## ContemporaryArt 21 Hall 4 (dm-arena)

50 sqm  75 sqm  100 sqm  125 sqm  150 sqm  175 sqm  200 sqm

Of which: \_\_\_\_\_ sqm gallery programme € 166/sqm\*

\_\_\_\_\_ sqm one-artist show € 144/sqm\*

1  2  3  4

Minimum size 25 sqm per artist

Number of one-artist shows

\* please see page 5 regarding the booth build-out which is included in the square meter price

## Sculpture area

Only in combination with a gallery stand

100 sqm (package price € 7,500)

**Please note** that literally only one artist can be displayed on a minimum area of 25 sqm in the one-artist shows

**Plus marketing fee of € 825 (once per gallery stand). This includes:**

- Entry in main catalogue. Galleries with one-artist shows receive one complementary page per one-artist show in the one-artist catalogue. (Advance delivery of 1 copy, postage paid in Europe, prior to the art fair)
- Entry in the online exhibitors list
- A number of VIP and preview cards (depending on the actual booth size, see p. 5 stand fittings)
- Participation in the exhibitor evening (free of charge for 2 people)
- Daily press clipping in digital form for the duration of the event
- WLAN (the trade fair's public-access WLAN with a bandwidth limitation of 512 kbit/s, sufficient for basic surfing, checking emails etc.; please refer to Item 19 Special Terms & Conditions of Participation)

Plus AUMA fee of € 0.60 net per sqm

Prices do not include the VAT applicable in the year the event is held. The General Participants Guidelines for Trade Fairs and Exhibitions available at [www.art-karlsruhe.de](http://www.art-karlsruhe.de) (For Exhibitors) for IDFA members, the Special Terms and Conditions for Participation, the House Rules, and all parts thereof, are hereby acknowledged to be legally binding. Deviating agreements require the written form. The place of performance and place of jurisdiction is Karlsruhe.

\_\_\_\_\_  
Date, place

\_\_\_\_\_  
Company stamp, authorised signature

# Binding registration of the following artists for art KARLSRUHE 2019:

Please fill in this page and enclose information material\* relating to the registered artists in accordance with Item 6.3 of the Special Terms & Conditions for Participation.

\* Biographies and examples of artworks (maximum 5 images each artist) of the registered artists stating the title of the work, the technique, the dimensions and the year the work was created, combined in one print file (preferably PDF).

**Prints /editions:** please indicate also the number of copies of the works.

**Please note: only information in German or English will be considered by the Advisory Board.**

## Artists' names:

Painting + works on paper:

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Graphic reproduction:

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Photography/Video:

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Sculptures/Objects/Installations:

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### One-Artist-Show:

Minimum size 25 sqm per artist

### Sculpture area:

(max. 2 artists)

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Prices do not include the VAT applicable in the year the event is held. The General Participants Guidelines for Trade Fairs and Exhibitions available at [www.art-karlsruhe.de](http://www.art-karlsruhe.de) (For Exhibitors) for IDFA members, the Special Terms and Conditions for Participation, the House Rules, and all parts thereof, are hereby acknowledged to be legally binding. Deviating agreements require the written form. The place of performance and place of jurisdiction is Karlsruhe.

\_\_\_\_\_  
Date, place

\_\_\_\_\_  
Company stamp, authorised signature

## Stand fittings

### Galleries

- Rear and side walls, 3 m high (lightweight panels, 1 m x 3 m, wall thickness: 4 cm, painted white) – please refer to table for entitlement
- Higher walls available on request (for an additional charge)
- Spotlights with extending arm (75 cm), 230 W halogen bulb incl. power consumption – please refer to table for entitlement
- Cabin (1x1m), comprising 1m wall and 1 door, lockable
- Depending on the booth configuration up to 4 free booth signs with nameplate (Size 300 mm x 500 mm, Futura MdBT font, anthracite)
- Carpet
- Assembly and dismantling
- Daily stand cleaning
- 1 parking permit for duration of the event (please order additional parking permits – at an additional charge – through the Online Service Center (OSC). Login data will be sent to you separately)

Upon completion of the stand positioning, you will receive a preliminary floor plan of your stand on which you can sketch your desired wall and spotlight arrangement. Additional walls and spotlights (both at an additional charge) and the necessary power connections can be ordered through the Online Service Center (OSC). Login data will be sent to you separately.

Gallery stand size	50 sqm	75 sqm	100 sqm	125 sqm	150 sqm	200 sqm
Walls incl. partitions between stands and one-artist shows	24	33	42	51	60	78
230 W spotlights incl. power consumption	12	18	24	30	36	48
Cabin, comprising 1m wall and 1 door, lockable	1	1	1	1	1	1
VIP cards	5	7	10	15	15	15
Preview cards	50	100	150	150	150	150

### Sculpture areas/Sculptures

- Suspended aluminium-truss structure, 10 x 10 m
- 8 x 1000 W spotlights mounted on suspended aluminium-truss structure incl. flat-rate charge for power consumption
- Extra spotlights (at an additional charge) can be ordered through the OSC. Login data will be sent to you separately.
- Floor board with stand lettering (Both-sided, size 300 mm x 500 mm, Futura MdBT font, anthracite)
- Carpet
- Assembly and dismantling
- Daily stand cleaning
- 1 parking permit for duration of the event (please order additional parking permits – at an additional charge – through the OSC. Login data will be sent to you separately)

Additional fittings can be ordered through the OSC. Login data will be sent to you separately.

# Special Terms and Conditions for Participation

in events organised by

Karlsruher Messe- und Kongress GmbH  
Postfach 12 08  
76002 Karlsruhe  
Tel: +49 721 3720 0  
Fax: +49 721 3720 2116  
E-Mail: info@messe-karlsruhe.de  
www.messe-karlsruhe.de



21. – 24.02.2019

## 01. Event: art KARLSRUHE 2019

International Fair for Classic Modern and Contemporary Art

## 02. Organiser

Karlsruher Messe- und Kongress GmbH (KMK) Postfach 12 08,  
76002 Karlsruhe, Germany

## 03. Date(s) and venue

February 21 to 24, 2019, Messe Karlsruhe

Opening hours: 11 a.m. to 7 p.m.

Preview

February 20, 2019, 11 am to 3 pm

Vernissage

February 20, 2019, 3 pm to 9 pm

## 04. Assembly and dismantling periods:

**Setup:**

18 to 19 February 2019, 8 am to 9 p.m.

21 February 2018, 8 a.m. to 11 a.m.

**Dismantling:**

25 February 2018, 7 p.m. to midnight

26 February 2018, 8 a.m. to 10 p.m.

## 05. Registration/admission

Applicants must register using the enclosed registration form which must be sent to Karlsruher Messe- und Kongress GmbH with a legally binding signature. The application for participating in art KARLSRUHE is only effective when the organisers receive the required documents (Item 06 et seq.) by September 10, 2018. The exhibitor must print out a copy for his own files. The exhibitor will receive confirmation of receipt of his registration though this does not constitute confirmation of admission.

Delivery or issuance of the application forms by the organiser does not constitute an invitation for your gallery to take part in art KARLSRUHE and does not give any entitlement to admission.

**5.1.** The decision on admission to art KARLSRUHE falls to the organiser in agreement with the curator and the advisory board within 6 weeks of the closing date for registration. The exhibitor will receive written notification of admission or rejection.

Written notification of admission concludes the exhibition contract between the organiser and the applicant. If the content of the admission deviates from the content of the application for participation, the contract becomes binding in accordance with the admission. The same applies if the event must be rescheduled or relocated and the changes are reasonable for the applicant.

**5.2.** Admission does not provide entitlement of any kind for any subsequent fairs. In particular, the organiser is under no obligation to send the applicant unsolicited application forms for future events or to draw attention to periods of application for participation or to changes in respect of this information.

**5.3.** Any provisos or special placement wishes specified on the registration form cannot be recognised as conditions for participation; in particular, admission to art KARLSRUHE does not imply any recognition of such provisos or placement wishes. The decision on the ultimate placement in a hall falls to the curator and the advisory council and the exhibitor will receive written notification thereof in the form of the stand confirmation upon completion of the stand positioning.

Closing date for registration: **September 10, 2018.**

## 06. Conditions of admission

Fundamental requirements for admission are that the exhibitor runs a gallery in Germany or abroad, that this gallery works professionally, and that its portfolio and form of presentation on the gallery premises as well as at art fairs and exhibitions match art KARLSRUHE's standards.

**6.1.** Admission can only be granted to galleries that can supply proof of constant activity as a gallery in accordance with the following conditions:

**a)** Applicants must prove that they engage in permanent gallery activity  
- in their own exhibition rooms  
- with regular hours of opening

**b)** In addition, the applicant must provide proof of at least four exhibitions per year in the rooms of the gallery under the name of which the applicant has registered.

**c)** Admission will not be granted to art brokers not running their own gallery or purely online galleries or self-promoters.

**6.2.** The exhibition programme for art KARLSRUHE must be precisely described on the registration form and correspond to the sections/genres stated in it. Only the registered and approved artists are permitted to be exhibited.

**6.3.** All the required information and documents must be received by Karlsruher Messe- und Kongress GmbH by the date specified in Item 05. In particular, the application must contain the following original documents. Please note: only information in German or English will be considered by the Advisory Board.

- a fully completed and signed registration form
- Biographies and examples of artworks (maximum 5 images each artist) of the registered artists stating the title of the work, the technique, the dimensions and the year the work was created, combined in one print file (preferably PDF).

## Prints/editions:

please indicate also the number of copies of the works.

The participation form with all the necessary information can be sent in digital form combined in one print file (preferably PDF) or by post mail.

## 07. Principles for the decision on admission

**7.1.** The decision on admission falls to the fair/exhibition management in agreement with the curator and the advisory board on the basis of the documents received by the date specified in Item 05. The advisory council is under no obligation to perform additional research. The applicant will be notified in writing of any conditions for admission formulated by the advisory council and become binding upon receipt of written notification of admission. The exhibition contract does not become legally binding until notification of admission is given (in accordance with Item 05).

**7.2.** A gallery is to be prohibited from taking part if the applicant contra-vened agreements with the trade fair at a previous art KARLSRUHE (e.g. the general terms and conditions, the special terms and conditions, the rules and regulations stipulated by the advisory council, the approved programme, the number of presented artists) or failed to meet payment obligations to Karlsruher Messe- und Kongress-GmbH or failed to do so on time.

**7.3.** However, the trade fair / exhibition management shall be entitled to withdraw admission if the admission requirements turn out to be inapplicable or cease to be applicable. Should exhibitors deviate from the information specified in their registration without the written approval of the trade fair / exhibition management, the latter shall be entitled to exclude said exhibitor from taking part in the event, even without notice. Exhibitors shall not be entitled to claim damages from the organiser in this connection.

## 08. Prices for participation

Prices are valid as mentioned on page 3 of the registration documents.

## 09. Rescission

Once admission has been granted, the exhibitor cannot rescind the agreement outside the legal regulations and the following provisions. If the exhibitor cancels participation after December 14, 2018, 25% of the rental prices must be paid as cancellation fee provided, that the booth can be rent out to another participant at the same terms.

If there is no possibility to rent out the booth to another participant at the same terms, the exhibitor shall bear the full cost of the stand and of all additional charges incurred by the organiser until that date. If the exhibitor cancels participation after the December 14, 2018 rescission or declares rescission or cancellation of the agreement, he shall bear the full cost of the stand and of all additional charges incurred by the organiser until that date.

If, owing to technical, safety-related or other reasons, the trade fair / exhibition management does not permit an exhibit or demonstration planned by the exhibitor, this shall not constitute valid grounds for the exhibitor to cancel free of charge. In such cases, the exhibitor must rearrange or use the area accordingly. Non-permitted materials may be removed by Karlsruher Messe- und Kongress GmbH at the exhibitor's expense without further warning. Please note the following cancellation fees applicable to services:

- until 6 days before the beginning of assembly under clause 04: cancellation fee 50% of stand construction and services
- from the beginning of assembly under clause 04: cancellation fee 100% of stand construction and services.

## 10. Co-exhibitors / additionally represented companies

A co-exhibitor or additionally represented company cannot be registered for art KARLSRUHE.

## 11. Stand space: gallery

The minimum size is 50 sqm. A gallery programme can be combined with one or more One-Artist-Shows with a mandatory minimum size of 25 sqm per One-Artist-Show and a structural partition.

## 12. Stand space: One-Artist-Show

One or more One-Artist-Shows can be presented on an area of at least 50 sqm. The minimum size per One-Artist-Show is 25 sqm. A structural partition is mandatory for a combination of gallery and One-Artist-Shows.

The best One-Artist-Show will receive the art KARLSRUHE-Prize awarded by Baden-Wuerttemberg and the City of Karlsruhe; it will be used to purchase exhibits to a total value of €15,000.

## 13. Design, fittings, and furnishings

A structural partition separating galleries and One-Artist-Shows from their neighbours is mandatory. A basic number of stand separation partitions is included in the stand rental charge (see page 5). Extra partitions can be ordered at an additional charge. You will receive separate order forms for this purpose. For safety reasons, stand sep-

aration partitions in basic stand construction are secured by support partitions which may only be removed by the organiser's contracting company upon securing the structural stability of the separation partitions.

The exhibitor is liable for damage that might occur if he fails to assure the stability of the stand separation partition after dismantling his stand. The exhibitor must submit drawings and sketches of the intended stand structure. Any decorating material used by the exhibitor must be flame retardant and must comply with all other police regulations. The exhibitor is liable for any damage to the partitions and floors, and any changes made to the rented stand space by himself, his staff, or agents acting on his behalf. The costs of compensation incurred by such damage will be invoiced separately. The exhibitor must notify the trade fair/exhibition management of any contracted design companies unless such companies are those run by the exhibitor himself. Local companies must be considered where necessary and appropriate. The interior finishing of the halls must not be modified by the exhibitor. Pillars, wall projections, fire extinguishers, partition walls, fuse boxes, and all other technical equipment and fittings form part of the allocated stand space.

#### 14. Assembly and dismantling

The exhibitor will receive in good time the details for accessing the Online Service Centre (OSC) which must be observed at all costs. **Stands still unoccupied 12 hours before the start of the event and for which no notification of a later arrival has been received will be fitted with side and rear partitions and decorated to achieve an appropriate overall appearance on behalf of the trade fair/exhibition management at the expense of the exhibitor or allocated to another exhibitor.** In this case the rental fee for the stand is payable in full. The trade fair/exhibition management shall not under any circumstances be held liable for damage caused by the exhibitor's delay in submitting order forms or failure to submit such forms (incorrect mandatory entries in the directory of exhibitors, incomplete power lines during assembly, etc.). If the exhibitor dismantles his stand before the end of the exhibition on the last day of the event, the trade fair/exhibition management is entitled to charge a contract penalty of €500.00.

#### 15. Exhibitors' badges

Exhibitors' badges are issued at the Exhibitor Service Desk. Those photo badges have to be ordered online in advance through the OSC. 5 exhibitors' badges will be issued free of charge for stands up to 50 sqm, up to 100 sqm - 8 badges, more than 100 sqm - 10 badges. Further badges can be issued subject to a charge. Please refer to the relevant forms in the Online Service Center (OSC).

#### 16. Catalogue and directory of exhibitors

**16.1.** The organisers publish a catalogue with directory of exhibitors. The mandatory entry comprises the basic details (company name, address, email/website, hall, stand no.) and a page each for text and photographs. This can only be provided if registration is received on time. The organisers also publish the One-Artist-Catalogue in which all the artists represented in a One-Artist-Show are presented in alphabetical order. The organisers provide the gallery with one page for text and photograph of an artist free of charge per One-Artist-Show. Additional pages to the One-Artist-Catalogue can be booked at a charge.

**16.2.** All the contents and details required for the catalogue must be lodged/uploaded in the OSC by November 9, 2018.

**16.3.** Licence, utilisation, and copyright fees (e.g. to VG Bild Kunst or to the artist him/herself) arising from the reproduction of images in the catalogues shall be borne by the exhibitor. The exhibitor is wholly responsible for obtaining the appropriate copyright consent for the reproduction of the images in the catalogues.

#### 17. Animals

Animals are not permitted at the event. Exceptions: guide dogs for blind and disabled persons and service dogs.

#### 18. Photography

The trade fair/exhibition management is entitled to authorise personnel to make drawings, video recordings, and photographs of stands and exhibited objects for its own advertising purposes. The exhibitor waives all objections arising from his ownership rights and rights of use.

#### 19. AUMA fee

Net fees of € 0.60 per square metre for indoor space and outdoor space are levied for the Association of the German Trade Fair Industry (AUMA). This amount shall be invoiced along with the stand rental. AUMA upholds the manifold interests of German industry in matters of exhibitions and trade fairs.

#### 20. Technical facilities

Applications for electricity, water, compressed air, telephone connections, etc. can only be considered if the orders for them are received on time via the service folder/the Online Service Centre (OSC). Adequate general lighting is provided but the exhibitor can have additional electricity cables installed at his own expense. Charges for these power lines are based on the connection point nearest to the relevant stand. Only contractors approved by the trade fair/exhibition management are permitted to install the supply lines. Electricity, water, and gas consumption within the area of the stand will be charged to the exhibitor. The trade fair/exhibition management will accept no liability for damage caused by technical faults as a result of power fluctuations, power cuts, or force majeure or if the power supply is cut upon instruction by the fire service, police, or electricity company.

#### 21. WLAN for exhibitors

The KMK offers all exhibitors WLAN for the duration of the event. The service provided is the trade fair's public-access WLAN with a bandwidth limitation of 512 kbit/s. (Sufficient for basic surfing, checking emails etc.). If a reliably higher and more secure data transfer rate is required, the use of an own network interface is advisable. This is available from the OSC at a charge.

#### 22. Terms of payment

The rent for the stand space (stand rental) and all other charges are net prices in addition to which the appropriate statutory rate of Value Added Tax is shown and must be paid. The exhibitor will receive an invoice for the stand rental parallel to or after confirmation of allocation of the stand; the issue of invoices for ancillary charges and stand construction packages depends on the date of the order. All invoices are payable upon receipt. If the recipient does not fulfil his payment obligation within 30 days, he will be in default even without a reminder. If the exhibitor defaults on a payment obligation, the trade fair/exhibition organiser is entitled to invoice default interest at the statutory rate. If the exhibitor remains in default in spite of a reminder, the trade fair/exhibition management reserves the right to terminate the contract with immediate effect on compelling grounds.

Please note that owing to the additional logistical and technical expense, an express service fee of 25% must be charged for orders received one week or less before the start of the event.

#### 23. Advertising

Active advertising (provision of advertising flyers etc.) is not permitted outside the rented stand. In the event of infringements against this, the trade fair/exhibition management reserves the right to take immediate appropriate action. Moreover, it can also cancel existing agreements for subsequent events on the grounds that essential requirements for contract fulfilment are no longer met.

#### 24. Accident prevention

The exhibitor is obliged to fit his exhibited machinery, equipment, devices, etc. with protective devices that comply with the German occupational health and safety regulations. The exhibitor is liable for any injury or damage caused by the operation of exhibited machinery, equipment, technical systems, etc. Fire extinguishers and signs referring to them are not permitted to be removed from their location, covered up, or otherwise concealed from view. Emergency exits are not permitted to be obstructed by exhibition stands or exhibits.

#### 25. Cleaning

Cleaning the outdoor exhibition premises and halls is performed by the trade fair/exhibition management. Stand cleaning is included. Packaging material and the like can be stored separately.

#### 26. Insurance and security

The exhibitor is liable for any injury or damage caused by his company. As already detailed in the participation regulations of the IDFA (the Interst Group of German Trade Fair and Exhibition Cities), the trade fair/exhibition management accepts no liability for damage caused by fire, burglary, theft, burst pipes, or weather conditions. Exhibition risk insurance is therefore urgently recommended. The trade fair/exhibition management has concluded a special agreement with an insurance company for the duration of the exhibition. In view of the special reduced rates that are available, exhibitors are advised to join this agreement. If the exhibitor requires special security surveillance for his stand for an extra charge, this will be provided exclusively by companies engaged for the purpose by the trade fair/exhibition management on the terms and conditions that apply at the time. The appropriate forms are available at the Online Service Centre (OSC)

#### 27. GEMA

As an exhibitor, you must contact GEMA in the following cases (German Society for Musical Performing Rights and Mechanical Reproduction Rights): use of live music, taped music, records, cassettes, CDs, DVDs, presentations of films with sound or videos with music or in the event or if you belong to an AV or TV medium. GEMA, 11506 Berlin, telephone 030 58858999.

#### 28. Data protection

The information you provide will be recorded and saved in the database of Karlsruher Messe- und Kongress GmbH. Karlsruher Messe- und Kongress GmbH uses your details, including those about your company, solely for the purpose of conducting the event. Karlsruher Messe- und Kongress GmbH shares your personal details with third parties only to the extent required for fulfilling the contract between you as the exhibitor and Karlsruher Messe- und Kongress GmbH. Your postal address, your e-mail address, and your company details will be used to notify you about future events on the premises of Karlsruher Messe- und Kongress GmbH by post or by e-mail. You are entitled to withdraw your consent to the use of your data for promotional purposes at any time.

#### 29. Domiciliary right

The trade fair/exhibition management's domiciliary right applies in the outdoor grounds and in the halls of the event. Instructions given by the trade fair/exhibition management, its employees, and its stewards must be complied with.

#### 30. Recognition of the exhibition terms & conditions and house rules

By registering for participation in the event, the exhibitor and his agents acknowledge as binding these "Special Terms and Conditions for Participation", the "General Participation Guidelines for Trade

Fairs and Exhibitions of IDFA Members”, the “House rules”, and the rules of the Online Service Centre (OSC) including the “Technical directives” which are part of the OSC. In case of infringement, the trade fair exhibition management is entitled to eliminate the cause of disturbance at the expense of the exhibitor concerned and to close the stand without compensation.

**31. Period of limitation**

All contractual and precontractual claims of the exhibitor against the trade fair/exhibition management lapse within 6 months under the statute of limitation. The period of limitation starts on the working day following the end of the event.

**32. Place of performance and jurisdiction is Karlsruhe**

**33. Voidance**

If any of the aforementioned provisions are or become invalid, the validity of the remaining “Special Terms and Conditions for Participation” and the whole contract is not affected. If one of the aforementioned terms is invalid then the parties agree that it will be replaced by a provision that comes as close as possible to it in terms of its economic meaning and purpose.



# General Exhibiting Guidelines for Trade Fairs and Exhibitions of IDFA Members\*



In the event of any non-conformity, the following regulations shall apply in the undermentioned order (if available):

## A. Individual binding agreements of the organizer

## B. Special Exhibiting Conditions of the organizer

## C. General Exhibiting Guidelines

### 01. Participants

01.01 The participants in trade fairs and exhibitions shall be divided into exhibitors, co-exhibitors and additionally represented companies. They shall hereinafter be called "participants" for short.

01.02 The admission of one or more co-exhibitors shall only be possible in exceptional cases and shall entitle the organizer to charge a special fee.

In all cases, however, the admitted exhibitor shall be liable for ensuring that the co-exhibitor(s) complies (comply) with the obligations upon the exhibitor.

01.03 Exhibitors, co-exhibitors and additionally represented companies

An **exhibitor** shall be regarded as anyone who hires an exhibition stand for the duration of a trade fair or exhibition and takes part in this event with their own personnel and their own products or services.

A **co-exhibitor** shall be regarded as anyone who takes part in a trade fair or an exhibition on the stand of an exhibitor with their own personnel and their own products or services. Co-exhibitors shall also include members of a group of companies and subsidiaries.

In the case of an exhibitor who is actually a manufacturer, an **additionally represented company** shall be regarded as every other firm whose goods or services are offered by the exhibitor.

If an exhibitor, who is a sales company, presents both products from a manufacturer and additional goods and services from other firms, these firms shall be regarded as **additionally represented companies**.

01.04 The admission of the exhibitor shall not lead to a contract between the co-exhibitors or additionally represented companies registered by the exhibitor and the organizer.

The inclusion of co-exhibitors shall normally be subject to a licence and a charge. The inclusion of additionally represented companies shall be subject to a licence; a charge shall only be paid for these companies if this is stipulated in the Special Exhibiting Conditions. The charge shall be paid by the exhibitor; it may also be subsequently invoiced by the organizer.

A written application for the inclusion of a co-exhibitor shall be sent to the organizer showing the full address and the names of contact persons.

### 02. Registration

02.01 Anyone wishing to register (participation and ordering of a stand) for a trade fair or exhibition (hereinafter called "event") shall do so using the registration form, which shall be completed in full and signed with legally binding effect. This application shall be regarded as a contract offer from the exhibitor, which requires acceptance by the organizer. Submission of the application form shall constitute no grounds for admission to the event.

02.02 By submitting the application form, the exhibitor shall hereby accept these "General Exhibiting Guidelines" and, if available, the "Special Exhibiting Conditions" applying to the particular event, the "House Rules", the "Technical Guidelines" and the regulations contained in the "service documents". This obligation shall also extend to the persons employed by the exhibitor at the event, other participants registered by the exhibitor and other agents.

02.03 The exhibitor shall be obliged to comply with relevant labour and trade legislation, environmental protection regulations, fire protection regulations, accident prevention regulations and the provisions of competition law. The exhibitor shall also personally comply with EU Regulations No. 2580/2001 and No. 881/2001, especially in regard to finance and personnel.

02.04 The exhibitor shall continuously monitor compliance with the above-mentioned regulations by the persons whom he employs at the event, his other registered participants and other agents. In the event an infringement of this obligation, the exhibitor shall intervene and/or inform the organizer about the infringements.

02.05 By submitting the application form, the exhibitor hereby agrees to his data being recorded, processed and used for the purpose of organizing the event and for purposes of advertising, market research or opinion research – in accordance with the latest version of the Data Protection Act – and to these data being passed on to third parties in connection with the above-mentioned purposes. The exhibitor shall hereby give his consent in this respect, unless he has filed an express objection. The exhibitor shall also be obliged to take part in electronic visitor recording and evaluation programmes, and shall agree to the publication of information relating to his participation via electronic media, including the Internet.

### 03. Admission

03.01 The organizer shall take a decision, if necessary in agreement with the respective committees, regarding the admission of the exhibitor and registered exhibits to the event via a written confirmation of admission. A contract shall come about with the admission of the exhibitor (see subsection 02.01, sentence 3).

03.02 The organizer may exclude individual participants from taking part in the event for factually justified reasons, especially if the amount of space available is insufficient. The organizer may also restrict the event to certain groups of participants if this is necessary to attain the purpose of the event. The organizer shall also be entitled to impose restrictions on the registered exhibits and change the amount of registered space. Admission shall only apply to the registered exhibits, the participants mentioned in the confirmation of admission and the space stipulated therein. No items apart from those which have been registered and admitted to the event may be exhibited.

03.03 The participant shall have the actual and legal power of disposal over the registered exhibits and shall be in possession of any necessary official operating licences. Descriptions and brochures relating to the goods or services to be exhibited shall be submitted by the participant on request.

### 04. Space assignment

04.01 The organizer shall personally assign space in accordance with the subject and structure of the particular event and the actual amount of space available. If possible, the organizer shall try and accommodate requests for specific space assignments in the registration form. The order in which applications are received shall not be the sole decisive factor in assigning space.

04.02 The organizer shall admit participants to the event by issuing written confirmation of participation along with details of the stand provided (stand confirmation). Unless otherwise agreed in writing, the participation contract between the exhibitor and the organizer shall hereby be concluded with legally binding effect. If the contents of the stand confirmation differ from the contents of the exhibitor's registration form, the contract shall be concluded on the basis of the stand confirmation, unless the exhibitor objects in writing within two weeks.

### 05. Unauthorized transfer of stand space, co exhibitors, additionally represented companies

05.01 The assigned stand space may not be exchanged with another exhibitor. Partial or complete transfer of the stand space or subletting of the stand space to third parties shall also not be permitted without the approval of the organizer. In the event of an infringement of this provision, the organizer shall be entitled to terminate the contract immediately according to section 17 for good cause.

05.02 If several exhibitors want to rent a stand together, they shall name a jointly appointed authorized representative on the application form. The organizer shall negotiate solely with this authorized representative. If several exhibitors rent a stand together, every one of them shall be jointly and severally liable to the organizer.

05.03 The exhibitor may only accept co-exhibitors or additionally represented companies (cf. 01.04) with the prior approval of the organizer. Third parties shall also be regarded as co-exhibitors or additionally represented companies if they have close economic or organizational ties to the applicant. The exhibitor shall enter the names of all co-exhibitors or additionally represented companies on the application form. Co-exhibitors or additionally represented companies not named on the application form may not display exhibits on the exhibitor's stand.

### 06. Fees, payment deadlines and terms, lessor's right of lien

06.01 The participation fee amount and the payment deadlines are shown in the Special Exhibiting Conditions. The payment deadlines shall be observed. Prior and full payment of the invoice on the stipulated dates shall be a prerequisite for taking possession of the assigned stand space and for handing over the par-

participant passes. No provision shall be made for deferral of payment in the event of any deviation from this regulation. Objections to the invoice may only be taken into account if they are sent in writing within 14 days after receipt of the invoice. When sending the invoice, the organizer shall draw the exhibitor's attention in particular to the importance of his actions.

06.02 An AUMA service fee amounting to €0.60 per square metre of stand space shall be charged for the activities of the Association of the German Trade Fair Industry (AUMA), Littenstrasse 9, 10179 Berlin. This service fee shall be listed separately on the invoice.

06.03 All invoice amounts shall be transferred in Euro without any bank charges or deductions quoting the customer number and invoice number to one of the accounts shown on the invoice. If the exhibitor fails to pay on time, the organizer shall be entitled to charge interest amounting to the interest rate which he would pay for taking out corresponding loans, but at least 8 percent above the current base interest rate, plus a fee of €3.00 for every additional warning letter. The organizer shall reserve the right to assert claims for statutory interest after the due date (§ 353 of the German Commercial Code), any further damage caused by default and other rights arising from these Exhibiting Conditions. The participant shall be entitled to provide the organizer with documentary evidence to the effect that the latter suffered no damage over and beyond the statutory default interest rate as a result of default in payment.

06.04 If the participant culpably fails to comply with his payment obligations on time, the organizer shall reserve the right, after granting a reasonable period of grace with consideration of the circumstances and the remaining time, to terminate the contract with immediate effect according to section 17 for good cause.

06.05 Should a participant fail to comply with his payment obligations, the organizer may exercise his right of lien, retain the exhibits and the stand fittings, and have them auctioned at the expense of the participant, each time after prior written notification, or to sell them privately if they have a stock exchange price or a market price.

### 07. Non-participation by the participant

07.01 Non-participation by the participant shall not generally release him from his contractual obligations. The participant shall be obliged, in particular, to pay the contractually due fees. The organizer shall not be obliged to accept a replacement participant nominated by the participant.

07.02 In the event of non-participation, the participation fee shall become due for payment immediately if the due date has not already been established according to subsection 06.01.

07.03 In order to ensure that the trade fair/exhibition has a unified appearance, the organizer shall be entitled to reassign the stand space not used by the participant if the latter does not take part in the event. The participant shall pay an administrative fee (see subsection 17.06) for the attempts by the organizer to hire the exhibition stand for a consideration other than through an exchange with the stand space of another participant. This provision shall also apply if the stand space is reassigned to a replacement exhibitor who is nominated by the participant and accepted by the organizer. If no interested party is found, the organizer shall be entitled to arrange the stand space at the expense of the participant. The participant shall also not be released from the obligation to pay the participation fee if the assigned stand space is hired in another way, but the total area available for the event cannot be fully hired out.

07.04 In the event of non-participation by a co-exhibitor, the participant shall still be obliged to pay the full registration fee (see subsection 01.04).

### 08. Cancellation, relocation and change in the duration of the event

08.01 The organizer shall be entitled to cancel the event for good cause, change its date and location, change its duration or – if necessitated by space conditions, police instructions or other compelling reasons – move the stand space assigned to the participant, change its dimensions and/or limit the stand space. Any change in regard to the venue or its time or any other change shall become an integral part of the contract when the participant is notified accordingly. In this case, the participant shall be entitled to withdraw from the contract within 14 days after receipt of the notice of change. Compensation claims against the organizer shall be excluded in this case, unless the change was due to gross negligence or intent on the part of the organizer or his agents.

08.02 Cases of force majeure, which prevent the organizer from fulfilling all or some of his obligations, shall release him from the performance of this contract until such time as force majeure ceases. The organizer shall inform the exhibitor immediately, unless he is also impeded by a case of force majeure. The impossibility of a sufficient supply of auxiliary materials such as electricity, heating, etc., as well as strikes and lockouts shall be regarded as tantamount to a case of force majeure – unless they only last for a short period or were caused by the organizer. If the organizer incurs costs in these cases for the preparation of the event, the participant shall be obliged to pay these costs.

08.03 If the organizer is able to stage the event at a later date, the participant shall be notified accordingly. The participant shall be entitled to withdraw from the contract within 14 days after receipt of this notification. Compensation claims against the organizer shall be excluded in this case, unless the change of date was due to gross negligence or intent on the part of the organizer or his agents.

08.04 If the organizer is responsible for cancelling the event, the participant shall not be obliged to pay the participation fee.

08.05 If the organizer is forced to shorten an event already in progress on account of the occurrence of force majeure or for other reasons for which he is not responsible, the exhibitor shall not be entitled to claim full or partial reimbursement or waiver of the participation fee.

### 09. Stand construction, fittings and design

09.01 All exhibition stands and other event areas shall be measured and marked by the organizer. In case of doubt, the organizer shall have the right to make a final decision (§ 315 of the German Civil Code).

09.02 The participant shall be obliged to build a trade fair stand or an exhibition stand (stand) on the rented exhibition space. The stand shall be occupied on time, but at the latest 24 hours before the start of the event. If the participant does not occupy the stand on time, the organizer may terminate the contract immediately according to section 17 for good cause.

09.03 Exhibits, stand equipment and/or other items, which were not shown on the application form or whose appearance, smell, lack of cleanliness, noise or other characteristics create an unreasonable nuisance or disturbance affecting the smooth running of the event or which otherwise turn out to be unsuitable shall be removed immediately at the request of the organizer. If these items are not removed at once, the organizer may dispose of them at the participant's expense and terminate the contract immediately according to section 17 for good cause.

09.04 In principle, every participant shall be free to design and equip their stand according to their own criteria. However, the stand design and equipment shall take account of the typical exhibiting criteria of the event and all conditions of the organizer, especially the Technical Guidelines, the Special Exhibiting Conditions and the service catalogue. The organizer shall be entitled to request the participant to submit plans and stand descriptions that are true to dimensions. The name or the company and the address or head office of the participant shall be clearly marked on a stand sign. The names of the companies commissioned to design and build the exhibition stand shall be notified to the organizer.

09.05 The stand shall be properly equipped and occupied by knowledgeable personnel at the fixed opening times throughout the duration of the event stipulated in the Special Exhibiting Conditions.

09.06 If the design and/or equipment of a stand do not comply with the relevant specifications, the organizer may request that the stand be changed or removed accordingly by the participant. The costs in this case shall be borne by the participant. If the participant fails to comply with this request straightaway, the organizer shall be entitled to change the stand at the participant's expense or terminate the contract immediately according to section 17 for good cause.

09.07 Construction of the stand shall be completed at the latest before the end of the construction times sti

\* The IDFA is the interest group of German trade fairs and exhibition cities. Its members are the trade fair companies in: Bremen, Dortmund, Essen, Friedrichshafen, Hamburg, Karlsruhe, Leipzig, Offenbach, Pirmasens, Saarbrücken and Stuttgart. IDFA members issue these guidelines together on a voluntary basis in the interest of ensuring fair and equal treatment for all exhibitors. Members are free to enter into agreements with exhibitors that diverge from these guidelines. Such agreements and arrangements require written confirmation from the IDFA member in question in order to take effect.

- puted in the Special Exhibiting Conditions. The participant shall not be entitled to remove exhibits from the stand or start dismantling the stand before the beginning of the stand dismantling times stipulated in the Special Exhibiting Conditions.
- 09.08 Any exhibits exceeding the fixed height limits for the stands shall require the permission of the organizer. This provision shall also apply to the presentation of very heavy exhibits for which foundations or special equipment are required.
- 09.09 The participant shall be solely responsible for vacating the stand on time and restoring the original state of the exhibition space. All obligations of the organizer shall end after expiry of the stand dismantling period stipulated in the Special Exhibiting Conditions. The organizer shall accept no responsibility whatsoever for goods left on the trade fairgrounds, including those which were sold to a third party during the event. The organizer shall be entitled to charge a reasonable storage fee for goods which are not dismantled and taken away on time. The organizer shall also be entitled to use a suitable company to remove and store goods immediately at the participant's expense and risk.
- 10. Advertising**
- 10.01 The participant shall only be entitled to use any kind of advertising on his stand for his own company and solely for the goods which he produces or sells, provided they have been registered and admitted to the event.
- 10.02 Loudspeaker advertising, other acoustic measures and slide, film, video or computer presentations and other noisy measures shall require the written approval of the organizer. This provision shall also apply to the use of audio or visual equipment for the purpose of attaining a better advertising impact or if the demonstration of exhibits is noisy or annoying.
- 10.03 The organizer shall be entitled to stop unauthorized advertising without the aid of courts or the police and to personally remove it or have it removed. The costs of removing unauthorized advertising shall be borne by the participant. Licences that have already been issued may be subjected to restrictions or revoked in the interest of maintaining an orderly event if no other remedial measures are possible.
- 10.04 If the participant plays back mechanically reproduced music, he shall be obliged to obtain the necessary public performance licence and pay the fees in this respect.
- 10.05 The participant shall not be permitted to carry or drive around advertising media on the trade fairgrounds or distribute printed matter and samples outside his stand.
- 10.06 The participant shall be strictly forbidden to approach and interview visitors outside the stand. In the event of an infringement of this provision, the organizer shall be entitled to terminate the contract immediately according to section 17 for good cause.
- 10.07 Political advertising and/or political statements shall not be permitted, unless the political statement forms part of the event. In the case of political statements or political advertising which are capable of disturbing the smooth running of the event or public order, the organizer shall be entitled but not obliged to request the participant to stop showing the offending items and to remove them from his stand. If the exhibitor fails to comply with this request, the organizer shall be entitled to terminate the contract immediately according to section 17 for good cause.
- 11. Direct selling**
- 11.01 Direct selling shall not be permitted, unless it is expressly permitted in the event-related "Special Exhibiting Conditions". If direct selling is permitted according to the "Special Exhibiting Conditions", the items for sale shall be marked with clearly legible price tags according to the Price Quotation Ordinance.
- 11.02 The participant shall be responsible for obtaining and maintaining licences from the trade supervisory and public health authorities.
- 12. Exhibitor passes**
- 12.01 After paying the invoice amounts in full (see section 06), every exhibitor shall receive for his stand exhibitor passes entitling him to free admission to the event (see Special Exhibiting Conditions). The number of exhibitor passes shall not be increased through the inclusion of other participants. Additional exhibitor passes may be obtained on payment of a charge to the organizer (see Special Exhibiting Conditions). The exhibitor passes shall be intended for stand personnel and shall be completed in accordance with the instructions on the pass. Exhibitor passes may not be passed on to third parties.
- 13. Security, cleaning, waste disposal**
- 13.01 Stand security and supervision during the daily opening hours of the event shall normally be the responsibility of the participant, also during the stand construction and dismantling periods. The organizer shall only be responsible for general supervision of the halls and the trade fairgrounds outside the opening hours of the event. No services shall be provided in connection with custody, safekeeping or protection of interests of the participants. Valuable, easy-to-remove items belonging to the participant shall be placed under lock and key at night-time. The participant shall use, at his own expense, the security firm commissioned by the organizer for additional stand supervision.
- 13.02 The organizer shall pay the costs for general cleaning of the trade fairgrounds and the exhibition hall aisles. The participant shall be responsible for cleaning his stand/stand area. Cleaning of the stand shall be completed each day before the event starts. The participant shall use the cleaning company appointed by the organizer to clean his stand. If the participant uses his own cleaning personnel, they may only carry out their work one hour before and after the daily opening times of the particular event.
- 13.03 In the interest of environmental protection and environmentally-friendly trade fairs, the participant shall be obliged in principle to reduce the amount of packaging and waste; this obligation shall also include the use of brochures. If separate waste disposal systems are used, the participant shall utilize them and also pay his share of any waste disposal costs according to the "polluter principle". If the participant leaves behind rubbish or other items after vacating the stand, the organizer shall be entitled to dispose of or destroy these items at the participant's expense.
- 14. Photography and other visual recordings**
- 14.01 All types of commercial visual recordings, especially photography and film/video recordings, on the trade fairgrounds may only be carried out by persons who have been authorized to do so by the organizer and are in possession of a valid pass issued by the organizer. Stand photographs, which are to be taken outside the daily opening hours and require special lighting, shall be subject to the approval of the organizer. Any resulting costs shall be borne by the participant, unless they are paid by the photographer.
- 14.02 The organizer – and with the approval of the organizer – press journalists and television stations shall be entitled to photograph, draw and make film and video recordings of the event, the exhibition buildings/stands and the exhibited items, and to use these photographs, drawings and recordings free of charge for advertising purposes or press publications.
- 15. Protection of industrial property rights**
- 15.01 The participant shall be solely responsible for protecting copyright or other industrial property rights relating to the exhibits. Six-month protection from the start of an event in accordance with the Law Relating to the Protection of Samples at Exhibitions dated 18 March 1904 (Reich Law Gazette, page 141) and the Trademark Reform Law dated 25 October 1994 [Federal Law Gazette 1, page 3082] shall only take effect if the Federal Minister of Justice has published a corresponding announcement in the Federal Law Gazette for a specific exhibition (exhibition protection).
- 15.02 Every participant shall be obliged to observe the industrial property rights of other participants and shall refrain from infringing these industrial property rights. If it is proved that the participant has personally infringed industrial property rights, the organizer shall be entitled to terminate the contract immediately according to section 17 for good cause.
- 16. House authority**
- 16.01 The participant shall comply with the organizer's house authority throughout the trade fairgrounds during the event. The participant shall follow the instructions of the organizer's employees, who shall identify themselves by means of an official pass. The length of stay on the trade fairgrounds for participants and their employees or authorized representatives shall be limited to one hour before and after the daily opening hours of the particular event. Stands of other participants may not be visited outside the daily opening times without the permission of the stand owner.
- 17. Violations of duty by the participant, right to terminate the contract, contractual penalty**
- 17.01 Culpable violations of the participant's duties from the contract or of the provisions of the organizer's house rules shall entitle the organizer to terminate the contract immediately for good cause if the violations are not discontinued straightaway. Good cause for terminating the contract immediately shall be deemed to exist, in particular, if the participant violates the obligations stipulated in subsections 05.01, 06.04, 09.02, 09.03, 09.06, 10.06, 10.07 and 15.02.
- 17.02 If the contract is terminated for good cause, the organizer shall be entitled to close down the participant's stand immediately and request the participant to dismantle the stand straightaway and vacate the stand space.
- 17.03 If the participant does not dismantle the stand or clear the stand area on time, the organizer shall be entitled to either personally dismantle the stand and/or clear the stand area or have this work carried out by third parties at the expense of the participant.
- 17.04 The participant shall be obliged to pay the due participation fee as minimum compensation for the rest of the event if the stand area cannot be hired or can only be hired for a consideration through exchange with the stand area of another exhibitor.
- 17.05 If a replacement participant cannot be found for the stand area of the participant whose contract has been terminated, the organizer shall be entitled to design the stand area at the expense of the participant in order to ensure a unified appearance of the event.
- 17.06 The participant shall pay a flat-rate net management charge amounting to 25% of the participation fee, but at least €400 plus the statutory value-added tax for the attempts by the organizer to rent the stand area for a consideration in a way other than through exchange.
- 17.07 The organizer shall be entitled to request the participant to pay in every individual case a maximum contractual penalty of €10,000, which is to be fixed by the organizer according to his fair judgement and reviewed by the competent regional court in the event of dispute, if the participant culpably violates his obligations from
- subsection 05.01: Unauthorized transfer of stand space
  - subsection 06.01: Duty to make an advance payment
  - subsection 09.02: Stand construction
  - subsection 09.03: Non-removal of annoying objects
  - subsection 09.06: Stand design/equipment
  - subsection 09.09: Vacation of stand on time
  - subsection 10.06: Unauthorized approaching/interviewing of visitors
  - subsection 10.07: Ban on political advertising
  - subsection 13.02: Failure to clean the stand
  - subsection 15.02: Infringements of industrial property rights
- If the organizer is also entitled to compensation on account of the culpable infringement of obligations by the participant, the contractual penalty shall be offset against the compensation claim.
- 18. Liability and insurance**
- 18.01 In the case of gross negligence, the organizer shall only be liable for the actions of his legal representatives and managers, except in the case of material contractual obligations (cardinal obligations) or in the event of loss of life, physical injury or damage to health.
- 18.02 In the case of slight negligence, the organizer shall only be liable for the violation of material contractual obligations or in the event of loss of life, physical injury or damage to health.
- 18.03 The organizer shall only be liable, irrespective of the legal reason, for foreseeable damage which can typically be expected to arise.
- 18.04 In so far as the organizer is liable in cases of minor negligence, his liability shall be limited to EUR 10,000.
- 18.05 The organizer's liability without fault for already existing defects in accordance with § 536 a (1) of the German Civil Code (e.g. stand equipment) and for any subsequent losses of the participant shall be expressly excluded.
- 18.06 Damage shall be reported in writing immediately to both the police and the organizer. In the event of damage, the organizer shall only pay compensation amounting to the present value on presentation of written documentary evidence relating to the purchase costs.
- 18.07 Compensation for damages shall be excluded if the organizer's insurance company refuses to pay for the damages due to the late submission of a damage report by the participant.
- 18.08 The participant shall be liable to the organizer for the damage caused by the participant himself, his employees, authorized representatives or exhibits and stand fittings. In the case of lump-sum compensation claims, the organizer shall still be entitled to prove to the participant that he suffered higher damage. The participant shall be entitled to prove that no damage occurred or that the damage was much less than that stated in the lump sum.
- 18.09 If the participant is an event organizer within the meaning of the Sample Assembly Ordinance (MVStättVO) and according to the latest version of the State Assembly Ordinance, he shall be responsible according to the Sample Assembly Ordinance (MVStättVO), especially section 38 (1), (2) and (4), and the relevant provisions of the particular State Assembly Ordinance. The participant shall be obliged in this case to release the organizer and his agents from any damage claims and administrative fines based on their operator liability according to section (5) of the Sample Assembly Ordinance (MVStättVO) or the relevant provisions of the particular State Assembly Ordinance. The provisions of subsection 18.01 shall not be affected.
- 18.10 The organizer shall bear no insured risk whatsoever in respect of the participant. The participant is expressly referred to the possibility of taking out his own insurance coverage. Every participant shall have the possibility of acquiring extensive insurance coverage on the basis of general contracts concluded by the organizer. Further details on this insurance can be found in the registration documents.
- 19. Saving clause, statutory limitation, right of retention**
- 19.01 If one of the clauses of these General Exhibiting Guidelines is or becomes invalid or unenforceable, the validity of the other clauses shall not be affected. The contracting parties shall be obliged in this case to agree a valid and enforceable clause which comes as close as possible to the clause to be replaced within the meaning of the General Exhibiting Guidelines. This provision shall also apply to any loopholes in the General Exhibiting Guidelines.
- 19.02 The limitation period for claims against the organizer shall be one year, unless they are due to gross negligence or intent on the part of the organizer or the claims are subject to a statutory limitation period of more than three years.
- 19.03 The participant shall only be entitled to offset claims against the organizer if his counterclaims are legally enforceable, are undisputed or have been accepted by the organizer. This provision shall also apply to rights of retention if the participant is a registered trader, a legal person under public law or a special public asset. If the participant does not belong to this group of persons, he shall be entitled to exercise a right of retention in so far as his counterclaim is based on the same contractual relationship.
- 20. Priority**
- 20.01 Only the German version of the contractual conditions shall be authoritative in regard to the legal relationship between the contracting parties. The German text shall be legally binding.
- 21. Place of performance, place of jurisdiction, applicable law**
- 21.01 The law of the Federal Republic of Germany shall apply solely to all legal relations between the organizer, his employees, agents and vicarious agents on the one hand and the participant or his employees, agents and vicarious agents on the other hand.
- 21.02 For both contracting parties, the place of performance and place of jurisdiction (also for legal proceedings for dishonoured cheques or bills) shall be the domicile of the organizer, provided the participant is a registered trader, a legal person under public law or a special public asset, or if there is no general place of jurisdiction in Germany. However, the organizer shall reserve the right to take legal action at the general place of jurisdiction of the participant.
- The German text shall be legally binding.



**KMK's house rules and regulation define the rights and obligations of visitors to the public assembly areas.**

**Entering** the public assembly areas during an event is only permitted with a valid admission ticket or for the purpose of purchasing one. Visitors must use the seat assigned to them on the admission ticket for each event and must only use the access routes provided. The admission ticket becomes invalid upon leaving the public assembly areas.

**For security reasons**, in particular to prevent dangerous situations, police or security services may require visitors to take seats other than those stated on their admission tickets; reimbursement of admission fees do not apply in this case.

**Contents of bags, containers** and clothing such as coats, jackets and shawls may be checked by security or inspection staff. Visitors that do not comply with the inspection of objects that could endanger the event or visitors will not be permitted to attend the event. Visitors turned away for this reason are not entitled to reimbursement of admission fees. Bags or similar containers may be prohibited depending on the nature of the event.

Individuals who are visibly under the **influence of alcohol or drugs** will not be permitted to attend the event.

Young persons under the **age of 15** may only enter the public assembly areas with a legal guardian. In addition, the provisions of young persons act apply. Exceptions shall apply solely with express declaration posted at the ticketing office and entrance areas.

All facilities in the public assembly areas must be used in a **careful and mindful manner**. Within the public assembly areas all individuals must behave in way that does not harm, endanger, interfere or inconvenience others – as far as circumstances will allow.

In accordance with § 5, Paragraph 1 of the state smoking ban (LNRSchG), **smoking is not permitted** in all areas of KMK.

Hall managers are provided for monitoring halls and supervising buildings, in particular larger halls, adjoining rooms, cloakrooms, toilets etc.

The lessor may **close rooms**, buildings or open spaces, or evacuate them for security reasons. All persons located in the public assembly areas must immediately follow the instructions given by hall managers, security services, the police or fire brigade and must leave the public assembly areas immediately in the event of an evacuation.

**Moving furniture and fittings** may only be performed by service personnel and requires the authorisation of the hall manager. Seating plans and special written agreements between lessor and lessee shall be authoritative in such cases.

Boxes, packaging material, paper and other highly flammable materials and waste may not be stored in the stands or the aisles. Karlsruher Messe- und Kongress GmbH may authorise an exception for the **storage of empties** and packaging material in the halls in certain cases if it is unavoidable. This requires approval from the fire authority. Parking bicycles or similar vehicles is not permitted in the halls.

**Fire safety:** The use of open lighting is prohibited in close proximity to highly flammable materials. If an event is planning to use wax candles, candles must be installed and secured in such a way as to ensure they cannot set fire to highly flammable materials, particularly clothing and decorations. The fire authority may need to provide authorisation for activities involving fire hazards used in special performances or repair work. This will be decided on a case-by-case basis. Gas, electric or other heating devices must be placed on an incombustible surface at a safe distance from flammable objects.

#### **Decorations, fire safety regulations:**

Decorations, superstructures, etc. may only be installed with the permission of Karlsruher Messe- und Kongress GmbH and must comply with provisions tailored to each individual case. The fire authority must determine whether these items meet safety regulations. The fire safety ordinances of the City of Karlsruhe shall be authoritative. Decorations and superstructures are to be removed immediately after the event. It is prohibited to drive nails, screws or hooks into the floors, walls or ceilings, and no other constructional modifications or alterations may be made. The event organiser will be invoiced for any damage resulting from such activities.

The following fire safety regulations are to be observed:

1. The use of synthetic materials for decoration is not permitted with the exception of materials that are highly flame-resistant according to DIN 4102. Flame resistance must be documented with a test certificate from a materials testing institute.
2. Garlands made of leaves or softwood, trees or similar may only be used if in a fresh state.
3. Every stand must be able to present documentation that verifies the decorations being used are flame-resistant.
4. All fire detection devices, fire hydrants and hand-operated fire extinguishers must be easily accessible and in plain sight.
5. Directional signs for exits and emergency exits may not be covered under any circumstances.
6. Gas or liquid-fuel burners may only be used for promotional and demonstration purposes. The storage of fuel reserves within the halls is prohibited. Authorised gas and liquid-fuel burners must be connected using screw threads, reinforced hoses and fixed brackets.
7. Propane (butane) cylinders may not exceed a capacity of 11 kg. Only connected cylinders may be located in the halls or exhibition stands. No other cylinders, empty or otherwise, may be located in the halls or stands. Compressed gas cylinders must be installed by specialists that are familiar with the respective regulations. Only cylinders with approved safety valves may be used. Each installation must be inspected by the responsible authority before operation. The cylinder valves are to be closed at the end of working hours.
8. Filling balloons with flammable gases, transporting such balloons or using them as decoration is prohibited.
9. Waste materials that are prone to spontaneous combustion (e.g. cleaning wool, cleaning cloths that contain oil or grease) must be stored in sealable, non-flammable containers.
10. Unpackaged, highly flammable items such as celluloid and similar materials must be displayed behind glass at all times.
11. Subsequent alterations or superstructures require express approval.
12. Objects powered by flammable substances that to be exhibited or demonstrated may require approval by the fire authority.

Any **lost property found** on the premises is to be given to the hall manager. Any personal or property damages incurred must be reported to the hall manager immediately.

#### **Carrying the following items is prohibited:**

- Weapons or dangerous objects and items that may present danger of bodily harm if thrown
- Aerosols, corrosive or dyeing substances or pressure tanks for highly flammable or harmful gases with the exception of standard cigarette lighters
- Containers that are made of fragile or brittle materials
- Bulky items such as ladders, stools, chairs, boxes
- Fireworks, rockets, Bengola lights, smoke powder, flares and other pyrotechnic objects
- Flags or banners that are not made of wood, that are longer than 2 m or more than 3 cm in diameter
- Large-scale streamers, large amounts of paper, wallpaper rolls
- Electronic or mechanic noisemakers
- All drinks, food and drugs
- Animals
- Racist, xenophobic and radical propaganda material
- Video cameras or other audio, image recording devices for commercial purposes (unless authorisation has been given by the event organiser)

**Premises bans** that have been pronounced by the lessor apply to all current and future events held in the public assembly areas. Repeal of a premises ban can be applied for with written justification. The lessor will notify the applicant within three months of its decision.