

Exhibitor	Hall / Stand no.	Outdoor exhibition area / Block
VAT no.	Contact	
Street / P.O. Box	E-mail	
Country / Town / Postcode	Tel. with area code and ext.	Fax with area code and ext.

We hereby order in the name and on behalf of the above-mentioned exhibitor subject to the information below and the General Terms of Rental detailed on pages 2 and 3:

Quantity	Item no.	Container parking space	EUR/unit
	00250	for 20' sea container (floor space approx. 6.5 x 2.5 m)	680.00

Quantity	Item no.	Vehicle parking space	EUR/unit
	00250	Vehicle Width: _____ m Length: _____ m	680.00

The rates apply for the duration of the event and will be invoiced to the exhibitor by Messe Freiburg after receipt of the order.

The containers must be rented in addition and are not included in the price for the utility space.

An electrical connection can be ordered via form 3.2 (Main Electrical Connection in the Outdoor Exhibition Area) that we would be pleased to send you by e-mail or fax.

■ Storage containers

can be sourced via the following accredited forwarding agents:

Kühne & Nagel AG & Co. KG: Tel.: +49 89 949-24400 Fax: +49 89 949-24409
Schenker Deutschland AG: Tel.: +49 89 949-24300 Fax: +49 89 949-24339

E-mail: exposervice.muenchen@kuehne-nagel.com

E-mail: fairs.muenchen@dbschenker.com

■ Information on conclusion of contract and on usage of rental space for containers

- By way of this order you submit a binding offer for the rental of a container parking space. The rental contract does not become effective until Messe München GmbH confirms the order in writing.
- The rented space will be positioned if possible in close proximity to the stand area allocated. You will be sent a corresponding plan by e-mail together with the confirmation of the rented space.
- An entitlement to the rented space exists as a rule only for the duration of the event.
- Usage of the rented space is only admissible within the area designated in the plan and to the extent of the rented space allocated. Usage of the rented space as an exhibition area and/or for advertising purposes is not admissible.
- Rental space for containers on the exhibition grounds may not be occupied by mobile homes or caravans.
- Driving in and out of the loading yard during the event is impossible; kindly refer to the event traffic guide for further details.

■ Notice on damages for breach of contract

Should the exhibitor not comply with the binding terms of contract (e.g. enlargement of stand area booked or use for advertising purposes), after a first written warning, a flat-rate penalty for breach of contract in the amount of EUR 1,000 will be

charged. The exhibitor will be invoiced for this sum after the end of event. Messe München GmbH will provide evidence by photo documentation.

■ Points to note concerning fire safety

- All containers or vehicles must comprise primarily non-flammable materials (building materials class A to DIN 4102 or DIN EN 13501-1). Containers or vehicles in non-compliance with this regulation (e.g. swap bodies with tarpaulins, etc.) and tent structures are principally inadmissible in the vicinity of the halls.
- Containers located in the loading yards may not have any glazed apertures (windows, doors). Their wall sides must be fully enclosed. The door opening must moreover be located on the side of the container facing away from the hall. Containers to be used as offices or kitchen always needs to be coordinated with the Technical Exhibition Services Division, as these require the installation of a sprinkler system.

Place / date

Company stamp and legally binding signature of exhibitor

■ General Terms of Rental

1. Messe München GmbH is to hand over the rental property and the jointly used common facilities in a clean state and for the contractual purpose at the start of the rental period. The lessee is obliged to treat the rental areas and jointly used common facilities with care and consideration and to return them in their original state. The lessee is notably prohibited from carrying out any work on the ground of the outdoor exhibition area with particular regard to use of anchorages without the prior consent of Messe München GmbH's Technical Exhibition Services Division. The lessee is obliged to ensure that the ground of the outdoor exhibition area is not damaged notably by the containers the lessee has parked there. The placement of the containers is to occur in coordination with the Technical Exhibition Services Division. The state of the rental areas will be determined by Messe München GmbH at the start and end of the rental period.
2. On the rental areas standard containers measuring 6.50 m in width and 2.50 m in depth or vehicles of a corresponding size may be parked. These containers may be used as storage areas.
No usage of the rental areas above and beyond this is permitted. The lessee undertakes to comply with all statutory requirements.
3. Should the lessee violate statutory requirements, he is in all respects to indemnify Messe München GmbH against any claims asserted and/or liability for compensation.
4. The traffic areas and service zones may be used jointly by Messe München GmbH, lessees at the exhibition center and exhibition premises and their customers. The lessee is to ensure that operations at the exhibition center and on the exhibition premises are not disrupted by the former's usage of the rented areas. The lessee is to treat other users of the exhibition center and exhibition premises with consideration.
5. Messe München GmbH may allow the lessee to use the rental area during the stand set-up and dismantling periods of the exhibition concerned. The usage of the area during this time is free of charge.
Should the rental area be otherwise temporarily occupied during the stand set-up period upon delivery of the container, Messe München GmbH may allocate a substitute parking space to the lessee until such time as the rental area is available. Any additional expense incurred by the lessee as a result is payable by the lessee. Should during the stand set-up and dismantling periods Messe München GmbH consider it necessary to clear the rental area to guarantee the smooth setting up and dismantling of stands at the fair concerned, Messe München GmbH may ask the lessee to vacate the rental area at short notice and allocate a substitute parking space to the lessee until such time as the rental area is available again. Any additional expense incurred by the lessee is payable by the lessee.
6. The lessee may only sublet the rental space with the prior consent of Messe München GmbH. In such case, the sublessee is to be made responsible for meeting the requirements to which the lessee is subject in accordance with this agreement. The lessee is liable vis-à-vis Messe München GmbH for compliance with the contractual provisions on the part of the sublessee. Also in the event of subletting, the lessee is still responsible for compliance with the obligations to which the former is subject in accordance with this agreement.
7. The lessee shall transfer to Messe München GmbH any claims against his sublessee arising from the sub-leasing, to secure Messe München GmbH's rights from this rental contract. The lessee is authorized and entitled to collect or legally enforce these claims against the sublessees in his own name and at his own expense at any time. This entitlement shall apply, unless the lessee has defaulted on its payments to Messe München GmbH, and Messe München GmbH has disclosed to the sublessee the assignment of claim to third parties and has notified the lessee of this. Before Messe München GmbH discloses the assignment of claim to the sublessees, it shall inform the lessee of its intention to do so. Messe München GmbH will reassign the assigned claims to the lessee, once its debts receivable from the lessee arising from this contract have been settled.
8. The lessee agrees to allow the companies accredited by Messe München GmbH at the exhibition center and on its premises to be commercially active within and without the rental property by way of the agreements they have concluded with Messe München GmbH.
The lessee has the right to allow companies other than those accredited by Messe München GmbH at the exhibition center and on its premises to access the areas the former has rented insofar as other provisions set out in this rental agreement do not conflict with this provision.
9. Food and drink for hospitality purposes are notably for logistical reasons to be sourced exclusively from the relevant trade fair caterers as well as from the food and drink service providers accredited by Messe München GmbH. Only reusable tableware should be utilized for catering purposes. Any permit required in accordance with art. 12 of the German Catering Act for the provision of food and drink is to be applied for with Kreisverwaltungsreferat, Ruppertstraße 19, 80313 München, Germany.
10. During the period of rental Messe München GmbH is to follow the orders and instructions of the lessee as far as possible under the given circumstances. The lessee is liable for all damage that Messe München GmbH's staff may cause in following the lessee's instructions, unless the lessee is not to blame or the party causing the damage has acted in a wilful or grossly negligent manner.
11. The lessee is to comply with the House Rules and Regulations valid for the exhibition center and its premises as well as with the Technical Guidelines.
12. Each lessee is responsible for the proper and environmentally friendly disposal of the waste generated by the former or the former's contractors (e.g. stand-builders, caterers, etc.) at the exhibition center and on the exhibition premises. The lessee may only appoint Messe München GmbH to dispose of waste generated at the exhibition center and on its grounds. The lessee is to ensure that the former's contractors appoint exclusively Messe München GmbH with the disposal of waste generated at the exhibition center and on the exhibition premises. Messe München GmbH is entitled to appoint its contractual partners to dispose of waste generated at the exhibition center and on its grounds.
13. In all phases of the event including stand set-up and dismantling periods, the aim must be to avoid generating waste wherever possible. This aim must be pursued as early as the planning stage and in coordination with all parties involved. As a general rule, such materials as can be recycled and pollute the environment as little as possible are to be used for stand-building and stand operation purposes.
14. The Technical Guidelines (appendix 3) apply additionally.
15. Roof and outdoor antennas may only be mounted with the written approval of Messe München GmbH and by qualified personnel. High-frequency devices may only be operated with the approval of the relevant authorities.
16. Messe München GmbH is entitled to withdraw from the contract prior to cession of the rented property if the lessee has failed to meet his financial obligations towards Messe München GmbH and still fails to do so after Messe München GmbH has set him a period of grace of five days for fulfillment, and this period has expired without result. In such case, Messe München GmbH is also entitled to demand payment from the lessee of the contractually agreed rent as a one-off compensation charge. The right of Messe München GmbH to claim further compensation remains unaffected by this. The lessee may ask for the one-off compensation charge to be reduced if he proves that Messe München GmbH suffered less damage. The right of Messe München GmbH to claim compensation is not excluded by way of its withdrawal from the agreement.
17. Messe München GmbH is entitled to withdraw from the rental agreement or extraordinarily cancel the rental agreement without any notice if the lessee commits a breach of a cardinal duty and Messe München GmbH cannot be reasonably expected to uphold the agreement. The ruling on compensation set out under no. 16 sentences 2–5 applies correspondingly.
18. If the lessee cancels his participation as an exhibitor or co-exhibitor in the exhibition taking place at the Messe München exhibition venue during the rental period or fails to take over possession of his stand space by the start of the last setup day of the respective event, Messe München GmbH is entitled to withdraw from this rental agreement or extraordinarily cancel this rental agreement without any notice.
19. Should the lessee be unable to make the agreed use of the rental property for reasons within his area of responsibility, the lessee remains principally obliged to pay the rental charge. The same applies if the lessee is unable to make the agreed use of the rental property for reasons of force majeure or other reasons that are not the responsibility of Messe München GmbH. Should he notify Messe München GmbH of his absence, the following applies in respect of the default compensation payable dependent on the point in time at which notification is received prior to the official commencement of the event:

Receipt of notification

up to six weeks prior to the start of the fair: 25% of the contractually agreed rent up to two weeks prior to the start of the fair: 50% of the contractually agreed rent anytime thereafter: 100% of the contractually agreed rent.

Messe München GmbH will offset the value of any expense saved as well as of any benefit gained from alternative usage of the rental object on the basis of the ratio of the rent reduced as per the above scale to the contractually agreed rent.

20. Messe München GmbH assumes no liability for damage occurring as a result of force majeure, strikes or other failures or fluctuations in the power supply for which it is not responsible. This also applies to the use of electro-acoustic systems.

Messe München GmbH is liable for personal damage (damage arising from injury to life, body or health) attributable to a breach of a material contractual obligations for which Messe München GmbH, its legal representatives or employees are responsible as well as for other damage attributable to the willful or grossly negligent breach of a material contractual obligation by Messe München GmbH, its legal representatives or employees. It is moreover liable for other damage that is attributable to the negligent breach of material contractual duties by Messe München GmbH, its legal representatives or employees; material contractual obligations are those the fulfillment of which enables the contract to be duly executed at all and in the compliance with which the other contracting party may generally trust. In case of material breach of contractual obligations, Messe München GmbH is liable only if the damage is typical damage and not consequential damage and then only up to three times the net rental charge; this limitation of liability applies only vis-à-vis companies, legal entities under public law and special funds under public law.

21. The lessee agrees to hold Messe München GmbH harmless against all claims arising in his scope of control and responsibility and which are asserted against Messe München GmbH, without consideration of fault and insofar as the lessee, in application of statutory provisions in the internal relationship, would be obliged to indemnify Messe München GmbH, if Messe München GmbH were to meet the claim for damages of the third party.
22. The lessee is liable vis-à-vis Messe München GmbH for all such damage occurring to the rental property, the common facilities as well as to the other building and outdoor parts of exhibition center and its premises as is caused by the lessee himself, his sublessees, his employees or other parties contracted by him. Insofar as blame is a requirement for liability in accordance with the law, it is up to the lessee to prove that no culpable conduct on his part was involved. Insofar as blame is not a requirement for liability in accordance with the law, the lessee is liable irrespective of blame. Messe München GmbH may have any damage assessed by a publicly appointed and certified independent expert.
23. At request of Messe München GmbH, the lessee is to provide proof that he has for the term of the rental agreement taken out liability insurance that covers the lessee's contractual risks and for which he has also paid the premiums due (incl. insurance tax) in good time. The lessee is further recommended to take out fire and theft insurance to cover the goods brought to the exhibition center and its grounds by himself, his sublessees, his employees, other parties contracted by him or by visitors.

Munich, March 2020
Messe München GmbH