

Standard Terms and Conditions for Events (Status: July, 2008)
Hotel Schloss Reinach GmbH & Co. KG, St.-Erentrudis-Straße 12, 79112 Freiburg--
hereafter referred to as the “Hotel.”

I. Scope of Application

1. These terms and conditions apply to contracts concerning rental of the Hotel's conference, banquet and event rooms for the purposes of staging events such as banquets, seminars, conventions, exhibitions, presentations, etc., as well as to all further services and deliveries performed by the Hotel for the customer in this connection.
2. The subletting of the rented rooms, areas or display cases and the issuing of invitations to interviews, sales events or the like require the advance written consent of the Hotel, in which case, § 540, par. 1, sentence 2 of the BGB (German Civil Code) is waived, provided the customer is not a consumer.
3. The customer's standard terms and conditions apply only when this has been expressly agreed to in advance, in writing.

II. Contract conclusion, contracting parties, liability, liability limitation period

1. The contract is concluded when the Hotel accepts the customer's application; these are the contracting parties.
2. If the customer/purchaser is not the event organizer himself, or if a commercial agent or promoter is engaged by the event organizer, then the event organizer and the customer assume liability together as joint debtors for all obligations arising from the contract, provided that the Hotel is in possession of a corresponding declaration from the event organizer.
3. The Hotel will discharge its duties arising from the contract with the care of a prudent businessman. Customer claims for loss compensation are excluded. Exceptions here are losses arising from injuries to life and limb when the Hotel is guilty of breach of duty, losses due to intentional or grossly negligent breach of duty on the part of the Hotel, and losses due to an intentional or negligent breach of typical contractual duties on the part of the Hotel. A breach of duty on the part of the Hotel's legal representative or vicarious agent is equivalent to a breach of duty on the part of the Hotel. Should disturbances to or insufficiencies in the Hotel's performance of services occur, the Hotel will, upon recognition of this fact or upon the customer's prompt notification thereof, take pains to remedy the situation. The customer is obliged to make all due efforts to redress the disturbance and to keep any possible loss as small as possible. In addition, the customer is obliged to promptly notify the Hotel of the possibility that an unusually high loss might arise.
4. All claims against the Hotel are subject to a one year limitation of liability period, dating from the statutory start of the limitation period. Loss compensation claims become time-barred, independent of knowledge, in five years. Reductions to the limitation of liability period do not apply to claims that arise due to an intentional or grossly negligent breach of duty on the part of the Hotel.

III. Services, prices, payment, offsetting

1. The Hotel is obliged to perform the services purchased by the customer and agreed to by the Hotel.
2. For these and further services that the customer makes use of, the customer is obliged to pay the agreed-to and/or effective prices charged by the Hotel. This also applies to the services and disbursements ordered by the customer and performed by the Hotel for third parties, in particular, to the demands made by copyright collecting societies. In all cases, the agreed-to prices include the statutory VAT.
3. Hotel invoices having no due date are to be paid in full within 10 days of receipt. The Hotel is authorized to demand at any time immediate payment of monies due. In case of arrears, the Hotel is entitled to demand payment of the effective statutory arrears interest, currently amounting to 8%, or, in the case of legal transactions in which a consumer is a participant, amounting to 5%, above the basis interest rate. The Hotel reserves the right to demonstrate a greater loss.
4. The Hotel is entitled, upon concluding the contract, to demand a reasonable advance payment from the customer or a security performance in the form of a credit card guarantee, a down payment, or the like. The amount of the advance payment and the payment schedule may be stipulated, in writing, in the contract.
5. In justified cases, for example, when the customer is in arrears or when the scope of the contract has been increased, the Hotel is entitled to demand, up to the time at which the event begins and even after the contract has been concluded, an advance payment or security performance as described in 4. above, or an increase in the advance payment or security performance agreed upon in the contract, up to the full contractual amount.
6. The customer can only exercise a right of retention and/or offset or reduce a payment demand on the part of the Hotel by means of an uncontested or legally binding demand of its own.

IV. Cancellation on the part of the customer (counter-order, discontinuance)

1. Cancellation by the customer of the contract concluded with the Hotel requires the written consent of the Hotel. If this is not granted, then the room rental agreed upon in the contract, along with services requested by third parties, are to be paid in all cases, even when the customer no longer avails himself of the contractual services, and a substitute rental arrangement is no longer possible. This does not apply when the Hotel is in breach of its obligation to consider the customer's rights, prerogatives and interests in such cases where adherence to the contract can no longer be expected of the customer without undue hardship or when the customer is entitled to some other legal or contractual right of cancellation.
2. Provided that a deadline for the cost-free cancellation of the contract has been agreed to in writing by the Hotel and the customer, the customer can withdraw from the contract up to that point in time without precipitating any payment or loss-reimbursement claims on the part of the Hotel. The customer's cancellation right expires if he does not exercise his cancellation right by the date agreed upon, in writing, vis a vis the Hotel, provided that the circumstances described in the third sentence of 1. above have not arisen.

3. Should the customer not cancel until a point in time between the 8th and 4th weeks prior to the date of the event, the Hotel is entitled to bill for 35% of the lost food revenues in addition to the agreed-upon rental price. By any later cancellation, the amount increases to 70% of the food revenues.

4. The food revenue is calculated according to the formula: agreed-upon price per meal x the number of participants. If no meal price has been agreed to, the least expensive 3-course meal of the applicable event offering will be used as a basis for the calculation.

5. If a convention flat-rate per participant has been agreed to, the Hotel is entitled to bill for 60% of the convention flat-rate x agreed-upon number of participants for a cancellation between the 8th and 4th weeks prior to the event date and for 85% in the case of a later cancellation.

6. The deduction of saved expenses is taken into account through 3. to 5. The customer is free to demonstrate that the above-mentioned claim has not been met or not been met in the amount demanded.

V. Cancellation on the part of the Hotel

1. Provided that it has been agreed to in writing that the customer can cancel the contract up to a particular point in time without financial penalty, the Hotel is also entitled, within this same period of time, to cancel the contract, if inquiries from other customers for the contractually booked event rooms exist and the customer, upon further inquiry on the part of the Hotel, is unwilling to relinquish his right to cancellation.

2. If an agreed-upon advance payment or security performance, or an advance payment or security performance demanded according to III. 4. and/or 5. above, has still not been made after the expiry of a reasonable grace-period set by the Hotel, then the Hotel is likewise entitled to cancel the contract.

3. Moreover, the Hotel is entitled, for objectively justified reasons, to cancel the contract extraordinarily, should, for example

- force majeure or some other circumstance beyond the control of the Hotel make the fulfillment of the contract impossible;
- events be booked under misleading or falsified details concerning important information, e.g. regarding the person of the customer or the purpose of his use of the rental rooms;
- the Hotel have justified reason to assume that the event might endanger the normal business operations, the security or the public image of the Hotel without this being attributable to the Hotel's domain of responsibility;
- a violation of I 2. exist.

4. In the case of a justified cancellation on the part of the Hotel, the customer has no claims to loss compensation.

VI. Changes in the number of participants and the event time

1. Should the number of participants be changed more than 5% by the customer, the Hotel must be notified at least five business days before the start of the event; the Hotel's written consent is required.

2. A reduction in the number of participants by the customer of up to 5% will be acknowledged by the Hotel at the time of billing. Should the discrepancy exceed this amount, the originally agreed-upon number of participants, less 5%, will be used as the basis for the billing. The customer has the right to reduce the agreed-upon price by the amount of cost savings which he can demonstrate have resulted from the lower number of participants.

3. Should there be an increase in the number of participants, the actual number will be used as the basis for the billing.

4. Should the number of participants deviate by more than 10%, the Hotel is entitled to re-determine the agreed-upon price and to change the assigned rooms, unless this would result in an unacceptable hardship for the customer.

5. Should the event's agreed-upon starting or finishing times change, and should the Hotel agree to these changes, the Hotel is entitled to bill a reasonable amount for the additional readiness to perform services, unless the Hotel bears some responsibility for the circumstances.

VII. Carrying in food and beverages

The customer is not allowed to bring food and beverages to events. Exceptions require a written agreement with the Hotel. In these cases, a contribution will be billed to cover overhead expenses.

VIII. Technical equipment and connections

1. To the extent that the Hotel procures technical or other equipment from third parties for the customer at the customer's request, then the Hotel acts in the name of, with the due authorization of, and at the expense of the customer. The customer is responsible for the careful treatment and orderly return of the equipment. The customer frees the Hotel from all claims on the part of third parties stemming from the use of this equipment.

2. The use of the customer's own electrical equipment with electricity from the Hotel's electrical system requires the Hotel's written consent. Disturbances or damage to the Hotel's technical installations through the use of such equipment are the responsibility of the customer, provided that the Hotel is not at fault. A flat-rate fee for the electricity costs resulting from the use of such equipment may be calculated by the Hotel and placed in the bill.

3. The customer is entitled, with the consent of the Hotel, to use his own telephone, telefax and data-transfer equipment. The Hotel may demand a connecting fee for these installations.

4. If, through the connecting of the customer's own equipment, suitable equipment belonging to the Hotel should go unused, a non-usage fee may be charged.

5. Disturbances to technical or other equipment provided by the Hotel will be immediately redressed, to the extent that this is possible. Payments can not be held back or reduced, provided that the Hotel is not responsible for the disturbances.

IX. Loss of or damage to items brought to the event

1. Items brought by the customer for exhibition or other purposes, including personal items, remain on the premises at the customer's own risk. The Hotel assumes no liability for loss, demise or damage to such items, nor for financial losses, except in cases of gross negligence or intentional acts on the part of the Hotel. Excepted here are losses arising from injury to life or limb. Also excepted from this liability disclaimer are all cases in which, due to the particular circumstances, safe custody represents a typical contractual obligation.

2. Decorative materials brought by the customer must meet fire safety requirements. The Hotel is entitled to demand an official verification that this is the case. Should such verification not be presented, the Hotel is entitled to remove already installed material at the customer's expense. Due to the possibility of damage, the setting up and mounting of objects should be coordinated in advance with the Hotel.

3. Items brought by the customer for exhibition or other purposes are to be removed immediately after the end of the event. Should the customer neglect to do this, the Hotel may undertake the removal and storage of such items at the customer's expense. If the items remain in the event room, the Hotel is entitled to add to the bill a reasonable amount for the continued use of the room for that period of time. The customer is free to demonstrate that the above-mentioned claim has not occurred or not occurred in the amount demanded.

X. Customer's liability for damages

1. If the customer is a businessperson, he is liable for all damages to buildings or inventory caused by event participants and/or visitors, employees, third parties from his domain or by himself.

2. The Hotel can demand that the customer post a reasonable security (e.g., insurance, security deposits, surety bond).

XI. Final provisions

1. Changes or supplements to this contract, to the application acceptance or to these Standard Terms and Conditions for Events are to be made in writing. Unilateral changes and supplements made by the customer are invalid.

2. Location of fulfillment and payment is the registered office of the Hotel.

3. For commercial dealings, the exclusive jurisdiction--including jurisdiction for check and exchange disputes--is the registered office of the Hotel under company law. Provided that a contractual party fulfills the pre-requisites of § 38, par. 2 of the ZPO and has no general place of jurisdiction in the country, the registered office of the Hotel under company law is to serve as the place of jurisdiction.

4. German law applies. The application of the UN Convention on Contracts for the International Sale of Goods and of Conflict of Laws provisions is excluded.

5. Should individual provisions of this Standard Terms and Conditions for Events be invalid or void, the validity of the remaining provisions remains unaffected. For the rest, the statutory regulations apply.