University Medical Center Hamburg-Eppendorf (UKE) Terms and Conditions of Lease and Use

The University Medical Center Hamburg-Eppendorf (UKE/lessor) offers internal University staff and external third parties the possibility of leasing space at UKE.

1. Scope of performance
1.1 Premises are let with the equipment stated in the price lists. In addition to leasing the premises, consultancy services for planning and staging events are also included as part of the lease package (standard service).

1.2 Furthermore, additional services may be required, which shall be invoiced separately. Additional services may include, but are not limited to:
   a) Personnel
   Personnel support service in excess of standard service shall be charged separately. Such service shall be invoiced on an hourly basis in accordance with applicable hourly rates. If non-UKE personnel are employed lessor will charge a service fee.
   b) Equipment and technology
   A use fee shall be charged commensurate with any additional equipment and technology that is utilized.
   c) Storage area
   Storage area shall be charged for separately.
   d) Floor space
   Lessee may only sublet commercial floor space to exhibitors as part of the lessee’s event. This shall be subject to an additional charge, which must be agreed to by the parties.
   e) WLAN access for guests
   Setting up a conference account shall be charged separately.

2. Internal users
2.1 An internal user is one who books space as an UKE employee or one of its group subsidiaries, unless this person is an event organizer commissioned by UKE and simultaneously employed as the primary event manager in accordance with the lease agreement at UKE or one of its group subsidiaries.

2.2 If UKE users do not satisfy the above-mentioned conditions, they shall hereinafter be termed UKE Users.

3. Lease
3.1 Premises shall be leased upon the execution of a written lease agreement with UKE. A simplified procedure may be available for internal organizers. The mere reservation of dates shall not be binding and enforceable.

3.2 Leased premises may only be used for the purpose stated in the lease agreement.

3.3 In order to maintain political impartiality no space may be leased for events sponsored by political parties, associations, or the like.

3.4 Lessor may decline leasing space, in particular, if there are reasons to suspect that with the event:
   a) the law, in particular, public safety and order, may be violated,
   b) UKE operations may be disturbed,
   c) persons may come to harm or objects damaged, or
   d) UKE’s reputation could be impaired.

3.5 Use of hazardous materials of every kind (e.g. inflammable, explosive), pressurized glass cylinders, living cultures (e.g. viruses) must be reported and require prior approval. Use can be permitted under certain restrictions.

4. Rental property
4.1 Lessor shall deliver the premises including furnishings and devices to lessee “as is.”

4.2 The rental property as well as access paths, restrooms, and lobbies are known to lessee. Lessee is obliged to return the rental property as well as the restrooms, lobbies, and access paths in the same condition as these were in on the day of the event. Changes in condition noted on the day of the event must be documented and lessor must be notified thereof without undue delay.

5. Rental period
5.1 The rental period stated in the lease agreement shall be binding. Any assembly and disassembly must be completed within the stated rental period. Upon expiration of the agreed period the leased premises must be returned to lessor without undue delay.
5.2 If lessee holds over after termination of the tenancy or returns the leased premises subsequent to the expiration of the rental period, UKE shall be entitled to liquidated damages for use beyond the agreed rental period. For every hour commenced in excess of the rental period UKE shall charge a respective hourly rate as liquidated damages for the rental property, which either is still in use or that has not yet been surrendered. The hourly rate shall be calculated at 1/8 of the daily lease rate. Lessee may at its discretion offer evidence to prove that the amount appropriate in the specific case is substantially less than the liquidated damages calculated.

6. Rent
6.1 Rent for standard service shall be charged according to the respectively valid price list.

6.2 Rent according to the price list includes:
   - rental fee
   - power (not including high voltage current)
   - final cleaning, waste disposal within a normal scope
   - use of the permanently installed technical devices on the premises
   - WLAN facilities for in-house UKE computers (insofar as available)?

6.3 The same rates charged to third parties for exclusive use shall be charged to UKE Users, if they are merely joint organizers.

6.4 If rent in accordance with the price list is abated because of misrepresentations made by the lessee, the lessee shall be required to remit the rent as originally stated in the price list in order to lease the property.

7. Additional services
Any services other than the above-mentioned shall be considered additional services and must be remunerated separately.

8. Payment
8.1 The stated prices are net. The parties assume that leasing space shall be exempt from VAT. If contrary to expectations UKE may pay VAT on the rent, UKE shall be entitled to subsequently invoice the lessee for the tax.

8.2 A 20% prepayment of rent shall be due and payable upon the execution of the lease agreement (starting from a total of EUR 2,000).

8.3 In the event of payment default by lessee, the UKE is authorized to charge for every dunning letter a fee of EUR 5.00 as well as default interest at 8% above the respective base interest rate of the European Central Bank.

9. Condition of the rental property
9.1 The parties may draft and sign a written handover certificate for the delivery of the leased property wherein, in particular the parties to the lease agreement, the rental property, the date of delivery, and the condition of the leased premises shall be described. A handover certificate shall be prepared, if requested by a party. If the parties disagree on particular points, this shall not act to impede both parties from signing the certificate. Instead any points of contention must be expressly set out in the handover certificate.

9.2 The handover certificate shall be incorporated into this agreement by reference.

9.3 Immediately after the expiry of the rental period, i.e., immediately after the event, the parties may re-enter the premises and draft a surrender certificate. A surrender certificate shall be prepared, if requested by a party.

10. Use of the premises, obligations of lessee
10.1 Lessee shall ensure an orderly event appropriate for the rental property. UKE’s house rules shall be applicable. Lessee may only use the rental property as well as the items contained therein for the purposes stated in the lease agreement. The rental property and inventory must be treated with care. Lessee may only use technical items, if lessee can guarantee its proper handling. If applicable, lessee must make use of UKE’s technical support staff at his or her own cost.

10.2 Changes regarding intended use shall require UKE’s consent.

10.3 Altering or modifying leased property, inserting heavy and bulky objects as well as putting up decoration, signs, and posters shall require UKE’s prior written consent. No fasteners (e.g., glue, screws, nails) may be used on the inside or outside of any building, for example on walls, facades, staircases, individual building elements, such as doors, windows, and furnishings.

10.4 The building and fire safety regulations, possible regulatory authorization, and registration obligations as well as the safety regulations of UKE/office of the dean (appendix) must be complied with by lessee. Insofar as is necessary in the specific case UKE shall be entitled to call the fire
department, security services, or paramedics at lessee's expense.

10.5 Lessee must ensure the registration and payment of fees to performance rights organizations for the public display of images and sound material.

10.6 Audience numbers must not exceed seating capacity, even if there is standing room. The additional provision of seats is only permitted upon prior consultation with UKE.

10.7 The use of open flames, light, and i.a. is prohibited. Lessee must timely inform lessor about any pyrotechnics or other effects that exceed the typical use of the rental property and, if applicable, consult with the fire department.

11. Event management
11.1 The event manager (§ 1 (2) of the lease agreement) must contact the responsible UKE representative at the beginning of the rental period. UKE shall provide lessee with information about how to contact UKE's representative at least three days prior to the commencement of the event.

11.2 The event manager must be available for the UKE representative throughout the entire rental period. He or she is responsible for maintaining order during the event.

11.3 After the event the event manager must remain available for the UKE representative until the last visitor or the last contractor commissioned by lessee has left the building and the UKE representative has checked the condition of the premises. Where required, a surrender certificate (§ 5 (3)) regarding the condition of the rental property shall be prepared.

12. Domiciliary rights
12.1 UKE shall maintain its domiciliary rights for the rental property. The UKE representative shall have authority to exercise domiciliary rights.

12.2 Instructions from the UKE representative must be followed without undue delay.

12.3 Without prejudicing the lessee's responsibility to ensure peace and order and the obligation to comply with the building and fire safety regulations, the UKE representative is authorized to undertake measures in order to prevent the risk of harm to the UKE, event participants, or third parties and, where applicable, to terminate the event prematurely. UKE shall undertake these actions at the lessee's cost and risk.

13. Electricity, water, waste disposal
13.1 The existing supply networks for electricity and water may be used by lessee only to the extent that no overload occurs. Any increased demand for utilities, which the lessee requires, may be covered at its own expense upon UKE's prior consent.

13.2 Waste must be disposed of in the disposal room or facilities provided by UKE. Lessee is not authorized to dispose of hazardous waste or waste not foreseen for the disposal room or facilities in the household waste. Lessee shall be responsible for the proper disposal of such waste.

14. Liability of lessee
14.1 The lessee shall be held liable for any damage incurred by the rental property, sanitation facilities, access paths, and lobbies during the lessee's use. This does not include any damage or loss not attributable to use.

14.2 Lessee is liable without limitation for any personal injury or damage to property that third parties, in particular event visitors, contractors, attendants, the lessee, UKE or its employees, may incur when using the leased premises/lecture hall and any access paths, and shall indemnify and hold UKE harmless from any and all claims arising therefrom. This shall not apply if UKE employees acting in an intentional or grossly negligent manner cause the damage.

14.3 The UKE must be informed without undue delay about damage to any real or personal property caused by lessee or his or her agents. Lessee must return the leased property to its original condition by the end of the rental period at the lessee's own cost and expense.

15. Liability of lessor
15.1 UKE shall not be subject to any strict liability. UKE shall only be held liable for the breach of cardinal duties, e.g., material or typical contractual obligations, which allow contractual performance and the fulfillment of which the lessee relies upon. Insofar as the contractual obligations refer to defects, which were already in existence at the time the contract...
was executed or upon delivery of the premises, and which were known to lessee, UKE shall not be held liable for ordinary negligence irrespective of the aforementioned provisions. The liability shall be limited to reliance damages for direct damage or loss (e.g., not loss of profit).

15.2 The aforementioned exclusion of liability shall not be applicable in the event of personal injury, death, or harm to health caused by a negligent breach of duty by UKE, or an intentional or negligent breach of duty by a legal representative or agent. The exclusion of liability shall also not be applicable, if UKE made assurances regarding a certain characteristic of the rental property or fraudulently concealed a defect. The exclusion of liability shall also not be applicable for damage for which UKE has taken out a policy of insurance and for which there is coverage.

16. Subletting
Lessee is not authorized to sublet the premises or to surrender possession of it to third parties in any form, unless expressly agreed otherwise.

17. Insurance
Upon UKE's request, lessee must provide proof of the execution of a policy of liability insurance, which covers the lessee's risks of liability no later than 10 days before the event begins.

18. Prohibition of advertising
Lessee may not publicly advertise in any form the name or images of the UKE without the express written consent of UKE, Division Corporate Communications.

19. Termination/cancellation
19.1 UKE and lessee may terminate this lease agreement with immediate effect for cause without notice. In particular, cause shall exist, if the lessee by virtue of the event:

a) violates applicable law,
b) damages the reputation of the university,
c) disturbs the operations of the UKE/the faculty,
d) does not comply with stipulated requirements,
e) unforeseeably impairs UKE events,
f) provides information in the lease agreement, which proves to be untrue, in particular, whether a third party is an organizer or co-organizer,
g) changes the purpose of the event without UKE's consent,
h) otherwise puts public safety and order at risk, or
i) does not provide the requisite personnel for supervision, maintenance, or service of the event.

19.2 A termination of the agreement for the reasons stated in c) to i) shall only be possible, if lessee, despite a written warning by UKE, does not remedy the reasons justifying termination within a reasonable period set by UKE.

19.3 Lessee may cancel the lease agreement ("cancellation"). If lessee cancels the lease agreement the following cancellation fees shall be borne by the lessee:

a) up to 30 days prior to the rental period: 20% of the total rent
b) up to 7 days prior to the rental period: 50% of the total rent
c) up to 3 days prior to the rental period: 75% of the total rent
d) as of 3 days prior to the rental period: 100% of the total rent

19.4 A termination or cancellation of the lease agreement must be made in writing.