

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.	Rental space Maximum floor space 8.5 x 2.5 m	EUR/unit
	00250	for 20' sea container	610.00
		Swap body (without tarpaulin, only ground level)	610.00

Quantity	Item no.	Rental space Maximum floor space 8.5 x 2.5 m	EUR/unit
	00250	for vehicle	610.00
	00250	for 20' office container	610.00
	00250	for refrigerated vehicle / container	610.00

The rates apply for the duration of the event and will be charged to the exhibitor with the final invoice. The containers must be rented in addition and are not included in the price for the rental space. An electrical connection can be ordered via the Exhibitor Shop or form 3.2 (Main Electrical Connection in the Outdoor Exhibition Area) that we would be pleased to send you by e-mail or fax.

■ Vehicles

The vehicle registration number is required for (refrigerated) vehicles accessing the trade fair center and grounds: _____
(can submitted at a later date up to 14 days prior to the stand setup starting date)

■ 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 usage of the rental space and conclusion of contract

- An entitlement to the rented space exists exclusively for the duration of the event.
- The rental space may be occupied from 18:00 on the last stand setup day at the earliest. It must be vacated on the last day of the fair no later than one hour after the fair has ended.
- Rented spaces may serve as storage space for follow-up supplies during the fair. They may not be used as logistical space for the stand setup and dismantling periods such as for storing full and empty packaging.
- Usage of the rental space is only admissible within the area designated on the plan and to the extent of the rental space allocated. Usage of the rental space as an exhibition area / for advertising purposes is not admissible.
- Loading activities in the loading yards by the exhibitor himself may only be conducted using low-lift trucks. Any (un)loading work above and beyond this must be contracted out to Messe München-approved forwarding agents.
- Rental spaces at the exhibition center and on its grounds may not be occupied with mobile homes or caravans.
- Driving into and out of the loading yard during the event is only possible to a limited extent. Contact the Technical Exhibition Services Division (TAS) for further information.
- The terms of usage set out here are binding. In case of non-compliance, Messe München reserves the right to impose sanctions of both an organizational and financial nature. Kindly consult the General Terms of Rental for details.
- By way of this order, you are submitting a binding offer for the rental of a space. The rental contract does not become effective until Messe München GmbH confirms the order in writing.

■ 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. 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.
Should the lessee violate the terms of usage set out above, Messe München GmbH is entitled to ask the lessee to vacate the rental space. If the lessee fails to comply with the placement and vacating dates indicated in the permit, Messe München GmbH is moreover entitled to demand payment of lump sum compensation amounting to EUR 180.00 plus VAT for each day the space is occupied early or vacated too late. If the lessee uses the rental space for any purpose other than that stated in the permit, Messe München GmbH is entitled to demand payment of lump-sum compensation amounting to the respective net rental. The lessee can ask for the lump-sum compensation to be reduced the former can prove that Messe München GmbH has incurred less damage.
3. 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.
4. 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.
5. 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.
6. Hard-wired communication facilities may only be provided by Messe München GmbH. Messe München GmbH may have these services provided by subcontractors.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. The Technical Guidelines (appendix 3) apply additionally.
14. 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.
15. 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.
16. 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. 14 sentences 2–5 applies accordingly.
17. 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.
18. 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.

19. 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.

20. 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.
21. 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.
22. 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.