



## **Terms and Conditions of FKP Scorpio Konzertproduktionen GmbH for rented accommodations on the A Summer's Tale Festival.**

### **1. Scope and contractors**

These terms refer to the rental of accommodations for the purpose of the overnight stay at the comfort camping area at the A Summer's Tale Festival in the period from 01/08/2018 to 05/08/2018. The contract is concluded with the FKP Scorpio Konzertproduktionen GmbH. The FKP Scorpio Konzertproduktionen GmbH is referred to as a landlord and the respective customer as a tenant in these Terms and Conditions.

Underage tenants must provide a written consent letter of the legal representative to effectuate the legal transaction statement.

When booking for an entire group, a person is liable for and acts as a representative of the other participants.

### **2. Language**

The contract language is German.

### **3. Offer and contract conclusion**

The individual accommodations are available, while supplies last. The offers on the following website, [www.asummerstale.de](http://www.asummerstale.de), are non-binding and do not represent offers in the legal sense. Information given orally or by telephone merely represents non-binding information. Decisive for the content of the contract on the rental of accommodation, is the booking confirmation of the accommodation ticket given by FKP Scorpio Konzertproduktionen GmbH, which will be sent by post or email in addition to the festival tickets, and cover letter.

### **4. Tickets (confirmation of renting the accommodation)**

The ticket that has been delivered by mail or the e-mail ticket for the rental of one or more accommodations, and the corresponding festival tickets for the festival, represent the authorization to enter and use the accommodation, as well as the festival. During the festival entrance, the festival tickets are exchanged for wristbands. The accommodation is assigned at the front desk after showing the accommodation tickets.

### **5. Prices and terms of payment for the festival tickets**

The accommodation prices quoted include VAT.

Cancellation by the tenant of the concluded contract (the contract was concluded by sending the tickets by mail or e-mail) requires the written consent of the landlord. If this does not occur, the ticket price still needs to be paid, even if the tenant does not use the contractual services or only partially uses them. The statutory rights of withdrawal (e.g. default or impossibility) remain unaffected.

If a cancellation is made with the prior written consent of the organizer, the following conditions apply: For cancellations of the contract up to 42 calendar days before the rental is due, there will be a processing fee for cancellation of any accommodation of 50.00 Euros in addition to the non-cancellable ticket portion in the amount of the ticket price at the time. For cancellations up to 14 calendar days prior to arrival, 50% of the accommodation fee of the contract amount is due. In case of later cancellation, or no show, or premature departure, a cancellation fee of 100% is due. There is no claim



for compensation for unused rental days. The tenant is expressly declined to prove that the landlord has not suffered damages by the non-arrival or cancellation, or that this damage is less than the amount payable for cancellation, or the withheld rent.

The landlord reserves the right to cancel up to 14 calendar days before the start of the rental, if insufficient bookings are received. In this case, payments already made will be refunded in full.

In case of cancellation of the event prior to the lease of the rental property by the tenant, the tenant will receive a refund of the accommodation share of the contract sum. The refund is based on the reimbursement arrangements of combined tickets that are communicated in the case of the cancellation of the event.

If there is a cancellation after the arrival of the tenant in the property, no refund of the accommodation share will be given.

## **6. Deposit**

For the use of the property, a deposit of 150,- Euro per accommodation is charged, which must be paid at the reception in cash or by debit card. Any damages that are found during the return delivery of the accommodation will be deducted from the deposit. The liability of the tenant because of material damages incurred by the tenant (the tenant is also liable for damages caused by people traveling with him), is equal to the intrinsic value of the damage, even if it exceeds the total amount left for deposit.

Excluded from this liability are damages caused by weather typical circumstances and damages (e.g. caused by thunderstorms or hail).

If the property is not cleaned by the tenant after having soiled it, up to 50% of the deposit can be deducted.

## **7. Rented accommodation**

The accommodation (object for rental) is provided for a maximum of 4 nights from the beginning of the festival. On arrival, the tenant can claim the object for rental at the earliest from the official opening of the camping grounds. On the day of departure, the object for rental needs to be made available again the latest by 12:00 p.m.

All rented objects remain property of the landlord. The accommodations „Sundeck“ and „Summer Lodge“ are provided with a full inventory and with linen sets. The accommodation „Summer Tent“ are provided only with camping stools. The inventory is to be treated carefully.

All units are non-smoking. Any change to the properties is prohibited from tenants; the tenant is also forbidden to move the location of the tent arbitrarily. The corresponding cost to restore the original state shall be borne by the tenant.

The rented equipment must be checked prior to the takeover by the tenant. If no check is carried out by the tenant, he acknowledges the examination by the landlord. Later notices of defects are excluded and will not be accepted by the landlord.

Claims for damages by the tenant of any kind and for whatever legal reason whatsoever, whether direct or indirect damage, damage to property or personal injury, are excluded, unless the landlord acts in negligence or with intent. The landlord is not liable in cases of force majeure.

The landlord is not liable for loss or damage of items brought along by the tenants, including cars.



The guest bears the sole risk of liability for cash and valuables, which he leaves in the accommodation, and can't raise liability claims against the landlord because of loss, destruction, or damage of valuables in the accommodation.

#### **8. Object of rent**

The tenant is obliged to comply with the applicable regulations (house rules, parking regulations). By using the accommodation, the tenant recognizes the rules of the festival as binding. Should the tenant use of the accommodation as sublets, overcrowd it, use the property for other than lodging purposes, disturb the house peace, etc., as well as not pay the festival tickets or parts thereof, the contract may be terminated without notice.

#### **9. Other provisions**

If any provision of these terms is invalid, the remaining provisions shall remain unaffected. The invalid provision shall be replaced by one which comes closest as to the meaning and purpose of the ineffective provision in a legally effective manner. The same applies to possible regulation gaps.

The landlord reserves the right to modify these terms at any time without giving reasons. This change shall be published on the website. If a tenant does not contradict the validity of the new terms within two weeks after the change, the amended terms shall be deemed accepted.

#### **10. Electricity**

Power connectors are restricted to a maximum power of 1000 watts per socket for safety reasons. The electricity is produced locally and is therefore susceptible to interference and voltage variations. The landlord accepts no liability for the use of the power source and for any defects in equipment caused by voltage fluctuations or outages. With the purchase of the power connector, the tenant confirms to have knowledge to safely and responsibly use the power connector.

The tenant is expressly obliged to protect the power supply from liquids of any kind, and is obliged to report to the comfort camping management promptly in case of any problems with the power connector. The connection of multiple sockets is not permitted. The landlord reserves the right to (temporarily) interrupt the power supply in case of extreme weather conditions or in case of security reasons.

#### **11. Legal relationship**

The legal relationships governed by German law.

As at: 16<sup>th</sup> november 2017