

# General Business Conditions for the Renting of the moving movies' - Prause, Mönke limited partnership Event Technique

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- (1) **Scope of Conditions**  
The lessor's deliveries, services and offers are exclusively based on these General Business Conditions. Hence, they are also valid for any future business connections, even if they are not expressly agreed upon once again. With signing the purchase order or at least against receiving / delivery of the material or the service, these conditions are understood to be accepted. They will not allow of any restriction or modification mentioned in a renter's counterconfirmation referring to his General Business Conditions respectively Buying Conditions. The paragraphs (1) until (16) are indispensable components of these Terms and Conditions.
- (2) **Offers**  
(i) **Reservations**  
As far as there is no reservation period mentioned in the offer, all offers are without engagement.  
(ii) **Price Fixing**  
As far as a special binding period has not been agreed upon, the indicated price remains valid for 14 days.
- (3) **Liability**  
The lessor's complete liability starts when receiving and ends when returning the object to be rented. In case of installation, dismantling and transport form part of the contract, the renter is liable from finishing the installation until starting the dismantling to be carried out by moving movies-Prause, Mönke limited partnership. The lessor's liability refers to any risks and causes for damages and / or loss. In case of loss or total write – off, the liability will be in accordance with the actually arising replacement costs; in case of partial damages it will be in accordance with the height of the repair costs or the costs for the providing of replacement, each plus procurement costs and costs for down time respectively costs for external procurement (renting) until the final procuring of new equipment respectively the procuring of replacement equipment.
- (4) **Insurance**  
In order to reduce the risk referred to in topic 3 (liability) it is highly recommendable to conclude a suitable insurance.
- (5) **Personnel**  
Provided that the rental agreement provides for the availability of the personnel needed for the installation respectively dismantling, the renter has to supply for the personnel at his own costs. For auxiliary staff not provided we will charge EUR 38,35/hour for each substitute. The travelling expenses for the substitutes as well as working hours, travelling time and waiting times have to be paid by the lessor. The basis for calculation is Münster/Westfalen.
- (6) **Subletting**  
A subletting of the rented materials is only allowed with the assent of the lessor. Independent from a possible subletting, the renter is exclusively responsible for the rented material. The renter is obliged to indicate by all means to the lessor any location and any change of location.
- (7) **Access to the Place of Event**  
On demand, our staff has to be permitted access to the rented material (even outside business hours of the place of event) free of charge. Costs which may have arisen from access will be compensated by the renter against receipt.
- (8) **Payment**  
The terms of payment mentioned in our confirmations are compulsory. In case of offers below € 250,- net rental price, the payment has to be done immediately when returning the rented material. The lessor explicitly reserves the right to reject cheques or drafts.
- (9) **Withdrawal**  
In case of withdrawal from the renter, the following cancellation charge will arise:  
until 90 day before start of installation 30% of the contract sum, until 30 days before start of installation 50% of the contract sum, until 10 days before start of installation 75% of the contract sum; after that, the complete contract sum will be due minus costs which have been provalby spared.
- (10) **Renting**  
(i) **Duration of Renting**  
The duration of renting depends on the period as agreed upon in the contract and it is irrevocable. Prolongations of the renting require the written consent of the lessor and have to be permitted by him by all means. The lessor may give in his early and instant notice to cancellation of the contract if due to a justified interest the continuation will become unreasonable, especially in case of coming to know incorrect information as regards the person, the kind of event, the financial standing, serious unreliability and violation of contractual obligations. Independently from this, claims for compensation of the lessor are not touched.  
(ii) **Exceeding of the Period of Renting**  
In case of returning the rented material with delay, the lessor is entitled to charge a further daily rate per each 24 h started. The renter is responsible for any damages which may arise for the lessor due to a delayed return of the rented material.  
(iii) **Long-Time Renting**  
If the period of renting stretches over 21 days or is even longer, the renter will be charged with the costs for service intervals and consumption as well as wear and tear material. The renter is responsible for keeping to the service. Any services and consumption as well as wear and tear material have to be supplied exclusively by moving movies-Prause, Mönke limited partnership or by a person / company engaged by them. The corresponding hourly wages are valid.
- (11) **Special Duties of the Renter**  
(i) **Storm/Wind**  
During the period of renting, the renter has to procure for storm protection and wind protection.  
(ii) **Authorities**  
The renter has to take care for any approvals, admissions, and concessions.  
(iii) **Electrical Power:**  
For the installations, the renter has to procure for the correct grounding and connection of electricity which are to be carried out by a master electrician.  
(iv) **Technique**  
The renter is obliged to handle the rented material with care and in accordance with the producer's recommendations. In detail, this means:  
(iv.-a) in case of amplifiers, dimmers the fresh air supply has to be guaranteed  
(iv.-b) in case of spots and pyrotechnic devices, the necessary safe distance to inflammable material has to be taken care of  
(iv.-c) the getting of liquids into the rented material has to be avoided.  
(v) **Means of Transport**  
The renter has to procure for a parking lot at ground level for the lorry / transporter. For damages at the means of transport caused by the renter, the renter's accomplices or guests / clients, the renter has to bear the costs.
- (12) **Default in payment**  
The renter's being in default of payment releases the lessor from his obligation to fulfilment without losing the right to payment.
- (13) **Modifications**  
Modifications of the contract of any kind have to be handed in in written form.
- (14) **Replacement**  
Should the lessor due to unforeseeable events be unable to render the service he is obliged to, he has to procure for an equal compensation.
- (15) **Venue Court of Jurisdiction, applicable right**  
The Court of Jurisdiction under merchants is Münster. Any contract is governed by the law of the Federal Republic of Germany.
- (16) **Salvatorian Clause**  
In case that one of the regulations of the contract or of this condition should not be valid or lacking legal efficiency, the rest of the contract remains unaffected. Instead of the invalid regulation a regulation becomes valid which has been accepted deliberately by both contractual partners.