

TERMS AND CONDITIONS OF RENTAL AGREEMENTS FOR SPRING HOUSE

1. GENERAL

- 1.1. The Terms and Conditions apply to contracts for rental of one or more spaces in Spring House, named hereinafter 'SH', and the temporary user of the rented, named hereinafter the 'tenant'. The activity, for which the rented space(s) is used, will be further named as the 'event'.
- 1.2. These terms and conditions come into force as soon as the tenant approves the tender, issued by SH, in writing or oral.
- 1.3. Signing the tender renders the reservation of the offered space(s) a confirmed booking.
- 1.4. The agreement concerns only specified areas of Spring House.
- 1.5. The tenant is not permitted to use the rented space(s) for a purpose other than what it was booked for.
- 1.6. The rented space(s) may never be sub-rented without consultation and written consent of SH.

2. BUILDING

- 2.1. The tenant is not permitted to make changes or additions to the rented property and/or its equipment. In occurrence of damage or change of conditions, the tenant is responsible for direct restoration to the original state, and all costs arising therefrom.
- 2.2. Changes in the rented space(s) by SH will be reported reasonably timely to the tenant.
- 2.3. After use, the rented property have to be left empty and in its original condition by the tenant.
- 2.4. Materials brought in by the tenant have to be removed from the rented property within the rental period. If the tenant ignores this condition, SH is entitled to charge an additional cleaning fee and if necessary to vacate the rented property. In both cases, the relevant costs will be passed on to the tenant.
- 2.5. The tenant shall not exceed the defined limits of the rented property, such as maximum permitted noise and maximum number of visitors. The floors, ceilings and rafters cannot be loaded with more weight than what is structurally permissible.
- 2.6. It is forbidden to smoke in the rented space(s), with the exception of permitted smoking on the balcony.
- 2.7. Use of confetti, snow spray and other sorts of sprinkles is prohibited, as is the use of smoke machines, fireworks, fire, water and other waste making materials or risking elements.

3. USAGE

- 3.1. The rental period runs from the start date until the end date as specified in the agreement. The preparation and clean-up as well as the execution of the event will be within this period. Deviations are only possible if agreed with SH in writing.
- 3.2. An employee of Spring House is present from preparation until the end of clean-up. Costs for this employee, outside the official opening hours of Spring House, are accepted by and charged to the tenant.
- 3.3. If the tenant exceeds the end time, as specified in the agreement and without a written consent from SH, resulting costs will be charged to the tenant.
- 3.4. Operating of the rented equipment is exclusively done by or under the supervision

of at least one employee of SH, unless other arrangements are made. Costs are accepted by and charged to the tenant.

- 3.5. Employees of SH have access to the rented property at all times, if performing their duties make it necessary.
- 3.6. The tenant has no access to the service areas of Spring House without expressed permission.
- 3.7. The activity is subjected to the condition that there is no nuisance to the other areas of Spring House.

4. CATERING

- 4.1. The tenant is required to make use of the catering facilities of Spring House offered in collaboration with Restaurant Choux, unless otherwise agreed in writing.
- 4.2. The number of people specified by the tenant is binding and can be changed up to four working days prior to the event.

5. ADVERTISING & PUBLICITY

- 5.1. Displaying publicity in any form and/or conducting promotional activities by the tenant outside the rented space(s) have to be approved by SH prior to the event.
- 5.2. All photographic, video or tape recordings are only permitted with expressed permission of SH prior to the event. Should the nature of the event require the foregoing, it is stipulated in the agreement.
- 5.3. Copyright, Buma/Stemra rights and any other permits as well as resulting costs are borne by the tenant.
- 5.4. For sales of books, CDs and such, prior permission of SH is required. Should the nature of the event require foregoing, it is stipulated in the agreement.
- 5.5. When creating a publicity for the event, the tenant have to clearly separate the organisation (tenant) and the location Spring House. In cases of public programs the tenant is required to discuss the design of the publicity materials and to add the SH logo. Any corrections are borne by the tenant.

6. FINANCIAL

- 6.1. After confirmation of the agreement, SH will not apply any changes on the agreed prices. Electricity and use of standard furniture are included in regular rent of all areas.
- 6.2. Additional costs for personnel, like location management, technical support, security, cloakroom, set up, cleaning etc. are borne by the tenant.
- 6.3. If the tenant makes use of external suppliers through SH, SH will increase the costs involved with a commission of 15%. Tenant can regulate these matters themselves.
- 6.4. Prior to the event SH will send an invoice of 60% of the total amount. This deposit should be paid latest one working day prior to the event. After the event SH sends a second invoice for the rest of the total with a payment term of 14 days. If the payment period is exceeded, SH is entitled to charge statutory interest. In default of the tenant SH will transfer the outstanding item to a collection agency.
- 6.5. SH does not send invoices to third parties, invoices will only be send under the name of the tenant.

7. CANCELLATION

- 7.1 Cancellation have to be done in writing and have to be dated.
- 7.2 In case of cancellation in the rental agreement, for any reason:

- Until 21 days prior to the event, no fee will be charged.
- Cancellations made less than 21 days but more than 14 days prior to the event, the tenant is subjected to pay 25% of the confirmed booking fee to SH.
- Cancellations made less than 14 days but more than 7 days prior to the event, the tenant is subjected to pay 50% of the confirmed booking to SH.
- If cancelled within 7 days prior to the event, the tenant is subjected to pay the full amount of the confirmed booking to SH.
- Any advance payments will not be refunded.

7.3. If SH rents a space that was freed after a cancellation, no rent will be charged to the original tenant, but only a compensation for any costs incurred and any loss of rent.

8. SAFETY

- 8.1. A fire alarm is present in the property of Spring House.
- 8.2. All materials and furnishings brought in by the tenant have to comply with prescribed fire and safety requirements.
- 8.3. Should SH take safety measures for staff and visitors in case of emergencies, the tenant is obliged to follow the instructions of SH.
- 8.4. The tenant is responsible for its own employees and attendees during the agreed rental period.
- 8.5. SH has the right to determine whether an event should hire a security company. Any costs will be borne by the tenant.
- 8.6. Depending on the size and type of the event, the tenant should hire adequate emergency response officers and/or first-aiders.

9. RESPONSIBILITY

- 9.1. Repair or replacement costs for damage or loss of materials, devices and/or parts of the property, resulted by the tenant's use, will be charged to the tenant.
- 9.2. The activities organised by the tenant are under responsibility of the tenant. SH cannot be held responsible for any damage and/or loss of property caused by the tenant and/or any third party.
- 9.3. The tenant is responsible for maintaining and regulating the number of attendees. In case the maximum number of visitors is exceeded, SH is entitled to take measures to stop, or to reduce the number of attendees or the ongoing activity itself in order to ensure safety. Any resulting costs are borne to the tenant.
- 9.4. SH is only responsible for the damage directly and exclusively caused by negligence of SH, its employees or third parties engaged by SH. Only the costs rising from this condition will be charged on SH, and will not exceed total booking amount in the agreement, excluding catering fee. Other direct and indirect damages, including damage to third parties, lost profits or other consequential damages, will not be compensated.
- 9.5. The tenant is responsible for all necessary insurances.
- 9.6. If SH, due to a force majeure, becomes unable to provide the rented space(s), SH will not be held responsible for any consequential damage of the tenant.
- 9.7. In cases where SH is unable to provide the rented space(s) due to a reason that is not stated as an official force majeure in the law, however, where it still becomes incapacitated to provide the space(s) due to an external cause, then SH will not be held responsible for any consequential damage of the tenant either.
- 9.8. The tenant is obliged to comply with applicable safety and general rules and laws regarding public order. Costs arising from the violation of these rules and laws by the tenant, third parties employed by tenant, attendees at the event, will be passed on to the tenant.

10. DISPUTES AND APPLICABLE LAW

- 10.1. This contract is exclusively governed by Dutch law.
- 10.2. Disputes between the two parties will firstly be attempted to resolve amicably. If this is not possible, the dispute will be subjected to arbitration.