

BUSKERS FESTIVAL POPUP**09.09. – 11.09.2022**

Karlsplatz, 1040 Wien

Opening Hours: 12.00 pm until

10.00 pm

Organizer

BUSKERS VEREIN WIEN

Verein zur Förderung der Straßenkunst

Währinger Straße 59, 1090 Vienna

Email: popup@buskers.at

Exhibitor Agreement

Business Name	
First name and surname	
Street, house number	
Postcode, City, Country	
Phone	
E-Mail	
Billing address (if different)	
Contact person on site	

(Zutreffendes bitte ankreuzen)

- | | | |
|--------------------------|--|-------------------------------|
| <input type="checkbox"/> | Stand Rental Medium (2x1m) | 360 € incl. VAT |
| <input type="checkbox"/> | Stand Rental Large (4x1m) | 580 € incl. VAT |
| <input type="checkbox"/> | Electricity | 20€ incl. VAT |
| <input type="checkbox"/> | Table | |
| <input type="checkbox"/> | Chair | Deposit 5,- (pay at festival) |
| Amount: | | |
| <input type="checkbox"/> | Rain/Parasol (subject to availability) | Deposit 5,- (pay at festival) |

Total: € incl. 20% VAT

- We hereby register as legally binding by accepting the conditions of participation and the conditions stated overleaf. A rejection of the Buskers Association is possible at any time, especially for reasons of content, topic or space.
- I hereby take note of the ban on commercial vehicles driving on Karlsplatz.

Please note that your signature is also required on page 4!

Set-up starts at 10:00 am. Daily dismantling is around 11:00 pm.

Company stamp

Date, Signature

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1. rental prices / minimum stand size

1.1 The prices for stand fees and services can be found in the valid price lists. Each square metre or part thereof shall be charged as a whole square metre.

1.2 Unless otherwise stated, all rental and other charges are gross prices, which include the statutory value added tax.

2. registration

2.1 The registration must be made in writing on the forms sent by Buskers Verein Wien, which must be completed in full and stamped with the company stamp and legally binding signature. A copy of the relevant trade licence must also be enclosed. Participation is unfortunately not possible without a trade licence.

2.2 Conditions or reservations stated by the exhibitor in the registration form will not be considered. Special requests for places, which will be taken into account as far as possible, do not constitute a condition for participation. An exclusion of competition will not be granted.

2.3 By submitting the signed application, the Exhibitor acknowledges the Conditions of Participation, the valid prices and the technical guidelines issued later.

2.4 The exhibitor shall be liable for any consequences resulting from the inaccurate, incomplete or erroneous completion of the registration form.

2.5 For the purposes of these Conditions of Participation, the exhibitor is the legal entity and commercial partnership in whose name the binding registration is made.

2.6 The registration is a binding offer, irrespective of the admission on the part of the Association. The registration is only completed and binding upon receipt by Buskers Verein Wien until admission or final non-admission.

2.7 The information on the exhibitor registration is stored for automatic processing.

3. admission - rental contract

3.1 Admission as an exhibitor shall be confirmed in writing and shall only be valid for the exhibitor named therein. The order contract between Buskers Verein Wien and the exhibitor is concluded when the admission is sent (by e-mail).

3.2 There is no legal entitlement to admission.

3.3 Buskers Verein Wien shall be entitled to revoke the admission granted if it has been granted on the basis of incorrect conditions or information or if the conditions for admission cease to apply later.

3.4 If the exhibitor appoints or commissions persons as his representatives, he shall be liable for their activities and shall accept all legal acts against him.

4. placement - stand construction and Provision of the area

4.1 Buskers Verein Wien shall provide space in the registered offer area. The size and location of the space shall be in accordance with the wishes within the scope of the given possibilities. The organizer reserves the right to classify the space according to product groups.

4.2 If compelling technical or organisational reasons so require, the Organizer shall be entitled, in deviation from the stand allocation, to arrange for the Exhibitor to have a stand in a different location, to change the size of the exhibitor area, to relocate or close entrances and exits to the exhibition area.

4.3 Any exchange of exhibition space between exhibitors must be approved by Buskers Verein Wien.

4.4 The dimensions stated by Buskers Verein Wien in writing or in the floor plan are for guidance only. It is recommended that the exhibitor determine the required exact dimensions on site and at the same time determine the special features of the exhibitor area, such as columns, windows, technical installations, etc. The exhibitor is also advised to take all necessary precautions in order to ensure that the dimensions are correct. Protrusions, pillars, columns and installation connections are part of the allocated area. The exhibitor is obliged to take appropriate account of the condition and load-bearing capacity of the floor. If this is not done, the exhibitor shall be liable for any consequences.

4.5 Attendance obligations. The Buskers Verein Wien is entitled to dispose of the stand otherwise if assembly has not commenced by 11.30 a.m. on the day of the event. The exhibitor is obliged to occupy the stand during the entire period and to fill it with personnel. The stand may not be dismantled before the start of the official dismantling period. In the event of non-compliance, a contractual penalty of 10% of the rental price shall be payable.

5. terms of payment

5.1 Invoices must always be paid before the start of the event.

5.2 All invoice amounts shall be paid in cash at the venue without deduction or shall be transferred in advance to the Association's account stating the purpose of the payment. Recipient: Buskers Verein Wien - Association for the Promotion of Street Art

IBAN: AT40 3200 0000 1145 7876

BIC: RLNWATWW

Subject: "Stand rental2022" + name of exhibitor

If invoices are sent to a third party on the instructions of the exhibitor, the exhibitor shall nevertheless remain the debtor.

5.3 Irrespective of the continuation of his payment obligation, the exhibitor loses his claim to participation in the event if the rent has not been received on time. In the event of late payment of the invoices, default interest of 3.5% p.a. shall be charged.

5.4 Complaints must be made in writing within 30 days of the invoice date. Later complaints will not be accepted. Irrespective

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of this, the unobjected part of the invoice must be paid within the payment period.

6. co-exhibitors and additionally represented entrepreneurs

6.1 The exhibitor shall not be entitled to sublet or otherwise transfer the stand allocated to him to third parties or to advertise for undisclosed companies without permission.

6.2 The use of the order space for other companies, whether these companies appear with their own personnel and their own products (additionally represented companies), must be notified in writing. These companies shall also be regarded as "co-exhibitors or additionally represented companies" if they have close economic or organisational ties to the main exhibitor.

7. withdrawal and non-participation

7.1 Withdrawal is possible in writing up to four weeks before the event. Thereafter, a cancellation fee of 20% of the rental price shall be payable.

7.2 Once admission has been granted (the date of the e-mail from Buskers Verein Wien applies to the admission), cancellation or reduction of the stand area is only possible under the following conditions: up to one week before the start of the event, the rental fee of 50% is payable; from one week before the start of the event, the entire rental fee including the actual costs incurred is payable.

7.3 The replacement of occupied space by the space to preserve the overall visual appearance does not release the exhibitor from his obligation to pay. If the exhibitor does not occupy the stand space allocated to him and if this space can be rented elsewhere by the Organiser (no occupancy by exchange), the exhibitor shall pay 25% of the rental price.

8. products

Only those goods or services may be exhibited which belong to the respective product areas and have been announced in advance. Non-approved goods may be removed by Buskers Verein Wien at the exhibitor's expense.

9 Technical Services, Services

Within the stand, installations can also be carried out by approved and recognised specialist companies, which must be notified to the Buskers Verein Wien on request. The Buskers Verein Wien is entitled, but not obliged, to inspect the installations. In the event of damage, the exhibitor shall be liable for any damage caused by the installation.

The exhibitor is liable for all damage caused by uncontrolled removal of energy.

10. cleaning

The Buskers Verein Wien is responsible for cleaning the aisles in the exhibition area. The exhibitors are responsible for cleaning the stands. It must be completed by 11.00 pm on the day of the

event.

11. supervision

11.1 Buskers Verein Wien shall assume general supervision of the venue without liability for loss or damage.

11.2 The Exhibitor shall be responsible for the duty of care with regard to the stand and exhibits as well as for ensuring fire safety.

12. advertising, press, specialist contracts

12.1 Free advertising of any kind is only permitted within the stand. Advertising outside the order stand - in particular on the floor - is not permitted.

12.2 Advertising for third parties as well as advertising containing comparisons with goods of other exhibitors is not permitted. Buskers Verein Wien shall be entitled to prohibit the issue or display of advertising material which may give rise to complaints and to secure existing stocks of such material for the duration of the event.

13. demonstrations - communications technology

13.1 The operation of loudspeaker and music systems as well as video and photo demonstrations in the order stand require the approval of the Buskers Verein Wien. Permission is granted on condition that the work in the surrounding stands is not impaired.

13.2 Passage areas may not be used as auditoriums. The demonstrations must be discontinued in the event of a stowage of visitors. In case of doubt or dispute, the Buskers Verein Wien shall decide.

13.3 For musical performances of any kind, permission from the state-approved Society of Authors, Composers and Music Publishers (AKM) is required under the conditions of the Copyright Act.

14 Exclusion of liability and exhibition insurance

14.1 Buskers Verein Wien does not assume any duty of care for exhibition goods and stand furnishings and excludes any liability for damage and loss. The exclusion of liability shall not be restricted by the security measures taken by Buskers Verein Wien. The Vienna Buskers Association itself shall only be liable in the event of intent or gross negligence.

14.2 The exhibitor shall be liable for all damages arising from his participation in the event. His own fault shall be equal to that of his vicarious agents, relatives and agents.

14.3 Any damage occurring must be reported immediately to the police, the insurance company and Buskers Verein Wien.

15. liability insurance

15.1 The Exhibitor himself shall be liable for all damage suffered by third parties or by third parties on the Exhibitor's stand or for

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his activities.

15.2 The Exhibitor is recommended to take out liability insurance for his participation in the event.

16. reservations

16.1 If Buskers Verein Wien is forced to vacate one or more exhibition areas temporarily or for a longer period of time or to extend, shorten, postpone or cancel the event as a result of force majeure or for other reasons for which it is not responsible, the exhibitor shall not be entitled to withdraw from the contract or terminate the contract, nor shall it be entitled to any other claims against Buskers Verein Wien, in particular claims for damages. In the event of cancellation of the event, the intended rental payment shall become null and void. Contributions already paid will not be refunded.

16.2 If Buskers Verein Wien is responsible for the loss, no rental amount shall be owed. A claim for damages is excluded.

17. final provisions

17.1 The Buskers Verein Wien shall exercise the householder's rights at the entire venue for the construction, running and dismantling periods of the event.

17.2 Access to the event shall be public. In case of doubt or dispute, the Association shall decide.

17.3 The bringing of animals is not permitted.

17.4 All agreements, individual permits and special regulations must be confirmed in writing by the Association Buskers Wien.

17.5 All claims of exhibitors against the Verein Buskers Wien shall become statute-barred within 6 months. The limitation period shall commence at the end of the event.

17.6 The place of performance and jurisdiction for all mutual obligations shall be Vienna. The law of the Republic of Austria shall apply.

Place, date:

Signature of exhibitor:

Place, date:

Signature organizer: