

## General terms of contract

### § 1 Contractual object

1. The association Landesmusikakademie Rheinland-Pfalz e.V. (hereinafter referred to as the Landesmusikakademie) and the contractual partner named in the contract shall conduct the event specified in the contract.
2. The event designated in the contract serves the purpose of the Landesmusikakademie.

### § 2 Contract duration

The occupancy contract is only valid for the contractually formulated period of time and ends without the need for termination.

### § 3 Contributions

1. The contractual partner shall provide the course instructor/training manager as well as participants for the event to be held, if necessary, its own lecturers.
2. The Landesmusikakademie provides seminar and practice rooms for the realization of the event. Claims for specific rooms only exist if they have been expressly agreed upon in the contract. In justified individual cases, the Landesmusikakademie may subsequently change the room allocation.

In addition, the Landesmusikakademie guarantees the accommodation of participants and lecturers. Accommodation is provided in single to four-bed rooms. Meals are generally provided by the gastronomy of Schloss Engers Betriebs-GmbH, which is located directly next to the Landesmusikakademie.

Beverages available at the Landesmusikakademie (Meisterhaus) will be paid for by the participants and lecturers there or invoiced to the contractual partner.

3. Services, prices and due dates will be invoiced according to the currently valid tariff overview. The tariff overview attached to the respective contract is a mutually binding part of the contract. Should price changes occur in the period between the conclusion of the contract and the date of the event, the new tariffs shall apply if the contractual partner is notified in writing at least 12 weeks before the event is to be held.

### § 4 Deposit / Cancellation

1. Eight weeks before the event begins, a minimum advance payment of 25% of the contract value must be made to the current account of the Landesmusikakademie at the Sparkasse Neuwied IBAN DE15 5745 0120 0005 1023 22, SWIFT-BIC: MALADE51NWD, to be transferred.
2. For uses with a contract value of 20,000 € or more, a down payment of 10% is due immediately upon conclusion of the contract. If this event is cancelled by the user up to 12 weeks prior to the start of the event, this down payment will become a special cancellation fee in addition to item 3 and will not be refunded.
3. The following cancellation or payment conditions apply to withdrawal, cancellation or modification of the contract:

Free of charge up to 12 weeks before the event  
Up to 8 weeks before the event: 20% of the contract value  
Up to 6 weeks before the event: 30% of the contract value  
Up to 4 weeks before the event: 50% of the contract value  
Up to 1 week before the event: 75% of the contract value  
Up to 4 days before the event: 90% of the contract value

4. If there is a reduction of 10% or more between the number of guests registered 4 days before the event and the number of guests arriving, 100% of the agreed price per person and day must be paid as compensation.

### § 5 Implementation of the contract

1. The contractual partner shall register the start and end of the event and the number of participants upon conclusion of the contract. He will inform the contractual partner of the desired technical and instrumental equipment, which will only be made available to the extent that it is in the inventory of the Landesmusikakademie. If minors participate, the contractual partner shall provide adult and qualified accompanying persons who shall be responsible for supervision.
2. Announcement and publication of the event by the contractual partner shall be made in coordination with the Landesmusikakademie.
3. The contractual partner assures that the event will not be used for commercial purposes or for the purpose of making a profit.

## **§ 6 Liability**

1. The contractual partner is obliged to return the rooms, areas and inventory left to him during the contract period in the same condition as when he took them over. He is liable for all damages to the rooms, areas and inventory left to him for use.
2. The contractual partner is also liable for damages caused by violation of the duty of care incumbent upon him or by his employees, vicarious agents, students, club members, etc. Lost keys will be charged with 50 €.
3. The contractual partner shall waive all claims of any kind against Landesmusikakademie for damages incurred in connection with the performance of the event specified in the contract. This shall not apply to
  - a) for damages resulting from injury to life, body or health caused by a deliberate or negligent breach of duty - including by a legal representative or vicarious agent of the Landesmusikakademie - and
  - b) for other damage resulting from an intentional or grossly negligent breach of duty - including that of a legal representative or vicarious agent of the Landesmusikakademie.

## **§ 7 Behavior of the participants in the Landesmusikakademie**

1. The Landesmusikakademie is accountable and liable to pay compensation to the owner Villa Musica and the Trägerverein Landesmusikrat Rheinland-Pfalz as owner of the building; as far as the inventory is concerned, it is accountable and liable to pay compensation only to the Trägerverein Landesmusikakademie Rheinland-Pfalz e.V. The contractual partner undertakes to encourage its participants and lecturers to handle the building and the inventory of the Landesmusikakademie with care. In the event of damage or unusual contamination by participants and/or lecturers of the contractual partner, the parties agree that the contractual partner shall be held responsible for the conduct or fault of the persons provided by him/her, regardless of fault, and that claims for damages shall be asserted. The conclusion of a corresponding liability insurance is expressly recommended.
2. The house rules of the Landesmusikakademie, in particular the fire safety regulations, are binding for the contractual partner, its participants and lecturers. The smoking ban must be observed throughout the entire house (smoke detector). Exceptions require the express agreement of the management of the Landesmusikakademie in each individual case. The same applies to the joint use of rooms in Schloss Engers and other providers.

## **§ 8 Social security contributions for artists**

The contractual partner is aware of its obligation to pay any social security contributions for artists. He undertakes to fulfill them, handles registration and settlement with the social insurance for artists (KSV) or the institutions concerned independently and indemnifies the Landesmusikakademie to this extent in full.

## **§ 9 Copyright**

The contractual partner is aware of its obligation to pay any fees arising from copyright law. He commits himself to their fulfillment, handles registration and accounting with the GEMA independently and releases the Landesmusikakademie in this respect in full. In the case of educational concerts with free admission, the Landesmusikakademie shall only pay the general GEMA fees. As far as new copyright works are created, § 8 Copyright Act shall apply, unless otherwise agreed in writing in advance.

## **§ 10 Final provisions**

1. Contracts with the Landesmusikakademie must be in writing to be legally effective. This also applies to changes, additions or side agreements. This requirement of written form can be neither orally nor tacitly waived or overruled.
2. The possible invalidity of individual contractual provisions shall not affect the validity of the remaining provisions.
3. The place of jurisdiction is Neuwied.