

StageOne  
General Terms and Conditions  
and  
Rules of Operation

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# 1 General Terms and Conditions

## 1.1 General principles

Notwithstanding the legal qualifications of the contractual obligations, the General Terms and Conditions shall apply to all contractual and collaborative relations between Genossenschaft Migros Zürich, Catering Services Migros, Pfingstweidstrasse 101, 8021 Zurich (hereinafter the "Lessor") and the client (hereinafter the "Lessee"). These General Terms and Conditions shall apply to all existing and future agreements by and between the Parties in connection with the rental of the event hall "StageOne – Event & Convention Hall Zurich" (hereinafter "StageOne").

## 1.2 Conclusion of agreement and governing provisions

The temporary use of StageOne and the surrounding areas shall require a written rental agreement between the Lessor and the Lessee.

If the terms of the rental agreement should differ from those in these GTCs, the provisions of the rental agreement shall govern.

These General Terms and Conditions are an annex and form an integral part of the rental agreement concluded between the Parties. In special cases, it is possible for the Parties to depart from them; such cases shall require a written agreement of the Parties in the rental agreement.

General terms and conditions or other contract terms of the Lessee shall only apply if the Lessor expressly accepts them in writing.

The conclusion of a rental agreement is at the sole discretion of the Lessor. The Lessor may reject an event without the need to give reasons for this. The Lessee shall inform the Lessor of the purpose of the event when concluding the rental agreement. The Lessor shall treat this information confidentially until the event is announced.

The Lessor may engage vicarious agents to provide the contractual services.

## 1.3 Subject matter of agreement

Genossenschaft Migros Zürich is the Lessor and the marketer of the StageOne event hall.

The Lessor shall allow the Lessee to use the infrastructure of the StageOne event hall, which is comprehensively described in the rental agreement, for purposes of holding the event (hereinafter the "Event") as described in the rental agreement on the days/times listed (hereinafter the "Schedule"). Outside these days and times, the Lessee shall have no right of access to the rental property.

The Lessee shall immediately notify the Lessor in writing of any changes in respect of the purposes and the subject matter of the Event after conclusion of the rental agreement, which shall require the Lessor's consent.

Unless otherwise agreed, the Lessor shall charge the Lessee flat rates for services.

## 1.4 Notice of defects

The prerequisite to any warranty of quality or legal warranty is the Lessee's obligation to immediately inspect and give notice of defects. The Lessee or its representative at site must give notice of any complaints orally at site without delay and then confirm them in writing within a period of two days. Claims for damages must be furnished by registered mail within one week of the end of the Event, at the latest; otherwise the Lessee will be deemed to have waived its right of complaint. StageOne representatives at site are not authorized to acknowledge claims for liability.

## 1.5 Terms of payment

As a general principle, the terms of payment referred to in the order confirmation shall apply. They shall take legal effect at such time as the Lessee signs the corresponding document. If payment is not made by the date referenced, the Lessor shall have the right, without further warning, to decline to provide the services while still charging the cancellation costs pursuant to the terms of cancellation. The Lessor's declaration of cancellation must be furnished in writing by registered mail within five days of the occurrence of the default.

### 1.5.1 Billing address

The Lessee is obliged to inform the Lessor of the correct billing address before the first invoice is issued. In the event of a change of address due to incorrect information provided, the Lessor reserves the right to charge the Lessee a flat rate of CHF 50.00 as a handling fee.

### 1.5.2 Payment on account

#### Hall rental

The hall reservation shall take legal effect at such time as the Lessee signs the order confirmation. One year prior to the Event, an invoice for the payment on account shall be sent to the Lessee. The services of third parties which are not invoiced by the Lessor (e.g., event technology or orders for furnishings) shall be governed by the separate terms of payment of such third parties.

The amount of the payment on account is equal to the total rental charge pursuant to the line item "Use of StageOne – Event & Convention Hall Zurich" in the charges summary. Payment deadline is 20 days from the date of the invoice. Invoices for additional services (e.g., cleaning, housekeeping, agency services, personnel, artists), provided or arranged and invoiced by the Lessor, shall be issued after the Event.

#### Catering

Payment on account for catering services shall be made one month prior to the Event and shall equal 50% of the total catering volume.

The general terms and conditions set out in the catering order confirmation shall apply

The Lessor shall have the right to increase the amount of the above-referenced payments on account at any time at its own discretion.

### 1.5.3 Final invoice

After the Event, the Lessor shall prepare a detailed final invoice and shall offset the remaining total (difference between the total invoice amount and the payments on account). Payment deadline is 20 days from the date of the invoice.

Objections to invoices must be raised within 20 days in each case. Otherwise, invoices shall be deemed approved.

## 1.6 Cancellation by the Lessee

Cancellation of the Event by the Lessee is only possible by registered mail. In the event of a cancellation, the following cancellation costs shall be payable, depending on the time of receipt of the Lessee's written notice (cancellation by "number of days" prior to Event):

#### Hall rental

up to 360 days	CHF 3,500.00 processing fee (+ project manager & agency services based on actual expenditures)
359–180 days	50% of the rental fee (pursuant to line item "Use of StageOne – Event & Convention Hall Zurich")
179–90 days	80% of the rental fee (pursuant to line item "Use of StageOne – Event & Convention Hall Zurich")
89–0 days	100% of the rental fee (pursuant to line item "Use of StageOne – Event & Convention Hall Zurich")

#### Catering

up to 14 days	50% of the order value of the catering portion (pursuant to catering order confirmation)
13–0 days	100% of the order value of the catering portion (pursuant to catering order confirmation)

The general terms and conditions set out in the catering order confirmation shall apply.

In the event of cancellation of additional services (e.g., cleaning, housekeeping, agency services, personnel, artists) provided or arranged and invoiced by the Lessor, the cancellation costs shall be based on the actual claims by the service providers concerned. In terms of charges for services of third parties which are not invoiced by the Lessor (e.g., event technology, artists' fees), the third parties' specific cancellation terms shall apply.

The cancellation fees shall be owed unconditionally; in particular, they shall even remain payable by the Lessee if the rental dates and rental subject matter reserved by the rental agreement can be used by another lessee or by the Lessor.

## 1.7 Amendments

If following receipt by the Lessor of a confirmation signed by the Lessee the Lessee still wishes to make changes, the Lessee – provided it has received an amended notice of confirmation from the Lessor – shall sign such notice of confirmation and return it to the Lessor.

The final number of persons participating in the Event must be specified at least 10 working days prior to the Event. The Lessor cannot guarantee that these numbers can be adjusted after this period. In addition, additional costs may arise in the event of delays, of which the Lessor shall give advance notice.

## 1.8 Force majeure

Where, as a result of *force majeure*, one of the Parties is forced to cancel an Event, or if one of the Parties is unable to discharge its contractual obligations in whole or in part because of *force majeure*, the Parties shall each bear their own share of the costs accrued up to such point. Excluded are costs which the Lessor has incurred or will incur in relation to the planned Event. The Lessee shall reimburse the Lessor for such costs.

In case of *force majeure*, and within the scope of its contractual abilities, the Lessor shall endeavor to terminate contracts concluded with service providers and suppliers with the fewest possible consequences in terms of costs, or to cancel goods and services ordered.

Any rental payments already made (i.e., payments on account) for canceled Events, as well as for postponed Events to take place within one year and to be held at the same location, shall be deemed a credit and shall be offset against the new rental payment.

If a canceled Event cannot be rescheduled within one year, the rent shall remain due and no credit can be given.

The Parties shall not be liable for any possible further damages or consequential losses which may arise because of *force majeure*. In this context, *force majeure* shall refer to any serious cause beyond the control of the Parties, and shall, in particular, include epidemics and pandemics, fire, explosions, floods, earthquakes, drought, war, war-like events, revolutions, civil war and other riots, other national disasters, embargoes, state restrictions, strikes and other work stoppages.

## 1.9 Submission of proposals

The Lessee must forward the following proposals in writing to the Lessor 14 days prior to the Event:

- Event proposal, including times for set-up, dismantling, and for the Event itself and rehearsal times
- Final hall and set-up plans with true-to-scale details
- Proposal for deliveries, including times, areas and time slots
- Required permits (e.g., for serving alcohol or dispensing tobacco products)
- List of exhibitors

## 1.10 Intellectual property rights

For all services provided by the Lessor, the rights of use with respect to the trademarks and services shall remain exclusively with the Lessor or the service providers. However, the Lessee and the Lessor hereby grant each other the right to use digital and analog images of Events, premises and persons for their own documentation purposes and for reference publications. If necessary, the Lessee shall draw the attention of its guests to this fact so that both Parties to the agreement may at least assume the implied or tacit consent of the Event participants.

## 2 Further provisions

### 2.1 Legal matters

The premises are rented to the Lessee exclusively for the purposes stated in the rental agreement under "Event." It is prohibited to use the premises for a purpose that could be generally perceived as offensive, or which is apt to damage the reputation or image of the Lessor or of ABB as the owner of the rental premises, or where it may be assumed that the neighbors of a property would be unduly disturbed. Where any indications of the foregoing are present, the Lessor may terminate the rental agreement without notice and expel the Lessee immediately.

Where such is the case, the Lessee will not be reimbursed for the rental charges, nor paid any further compensation (e.g., claims for damages, compensation for inconvenience or the like).

### 2.2 Insurance

The Lessor shall take out such policy of building insurance for the entire property as is locally customary. The conclusion of insurance policies needed for operating on the rental property (e.g., theft, liability, business interruption, personnel and furnishing insurance) shall be the responsibility of the Lessee and at the Lessee's expense and cost. The Lessee hereby undertakes to take out liability insurance covering all risks of personal injury, property damage and financial loss, with an insured sum of at least CHF 5 million. The Lessee must ensure that risks to Event visitors and the Lessor are covered by such insurance.

### 2.3 Duty to inform

The Lessee undertakes to notify any third parties engaged by the Lessee (suppliers, guests, exhibitors, decorators etc.) of the "Rules of Operation" and the other relevant documents (listed under section 1.9).

### 2.4 Legal restrictions and official permits

The Lessor shall only be responsible for official permits and public charges necessary for the use of the premises provided and for the provision of the contractually agreed services. For any activities beyond the foregoing, the Lessee shall obtain the permit itself, at its own expense (e.g., permit for the use of public property and land for advertising purposes, permits based on the Lotteries Act, permits for the serving of alcohol). In any event, the Lessee must comply with legal restrictions and requirements, including, in particular, those of the fire prevention authorities; and the Lessee must avoid excessive creation of dirtiness and waste. With respect to any claims of third parties or public authorities which are caused by the Lessee, the Lessee shall indemnify and hold the Lessor harmless against any obligations whatsoever.

Organizers of musical performances of any kind must also contact SUISA, whose fees shall be borne by the Lessee.

The Lessee is advised to consult the following website for information on general fees and other obligations: [www.stadt-zuerich.ch](http://www.stadt-zuerich.ch) (section: organizers, sellers, innkeepers).

### 2.5 Premises not included in the rental

The Lessee and its guests shall not be permitted to enter any rooms of StageOne other than those rented by it.

### 2.6 Integration within advertising

The Lessee shall use the correct designation "StageOne" when referring to the rental premises in its advertisements, brochures and advertising posters. However, the Lessee must make clear that the Lessor is not the organizer or co-organizer.

## 2.7 Rescission of rental agreement

The Lessor reserves the right to cancel reservations, extensions and rental agreements without notice and without compensation or to cancel events if: in the ordinary course of business, there is a risk to the safety of persons or the reputation of the hall; the Lessee is in default; the Lessee intentionally provides false or incomplete information regarding the Parties' contractual relations; the Lessee fails to comply with other hall usage rules and contractual terms; or there are any other objectively justified grounds for terminating the rental agreement.

## 2.8 Applicable law and jurisdiction and venue

All legal relations between the Parties shall be governed exclusively by Swiss law, to the complete exclusion of the conflict-of-laws rules of International Private Law and the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980.

Exclusive jurisdiction and venue for disputes arising from this agreement shall be vested in the courts in the city of Zurich.

## 3 Rules of Operation

### 3.1 Logistics

#### 3.1.1 Logistics journeys

The Lessee shall plan and enforce strict arrival and departure times for logistics journeys. The Lessee must provide in writing a corresponding proposal for setting up and dismantling to the Lessor, no later than 14 days before the Event, with time slots and divided into subject areas. The Lessor must confirm this in writing.

Vehicle engines must be switched off during loading and unloading.

Transport operators must comply with the instructions given by the Lessor, event management, the hall attendant, the security service and the traffic police.

The Lessee is not permitted to park on StageOne's restricted areas or parking lot without the Lessor's consent.

Transportation of material is not permitted during the opening times of the Event. A subsequent delivery must be made before opening or after closing of the halls to visitors. Transportation or replacement of material during the Event requires express authorization from the Lessor.

As a general principle, deliveries may be made on booked dates only. Exceptions are possible upon written request to the Lessor. The Lessor will provide in advance an estimate of the costs incurred, depending on the volume to be stored. The Lessee must also arrange in advance the delivery times with the Lessor. If the delivery date or time is not met, the delivery will not be accepted.

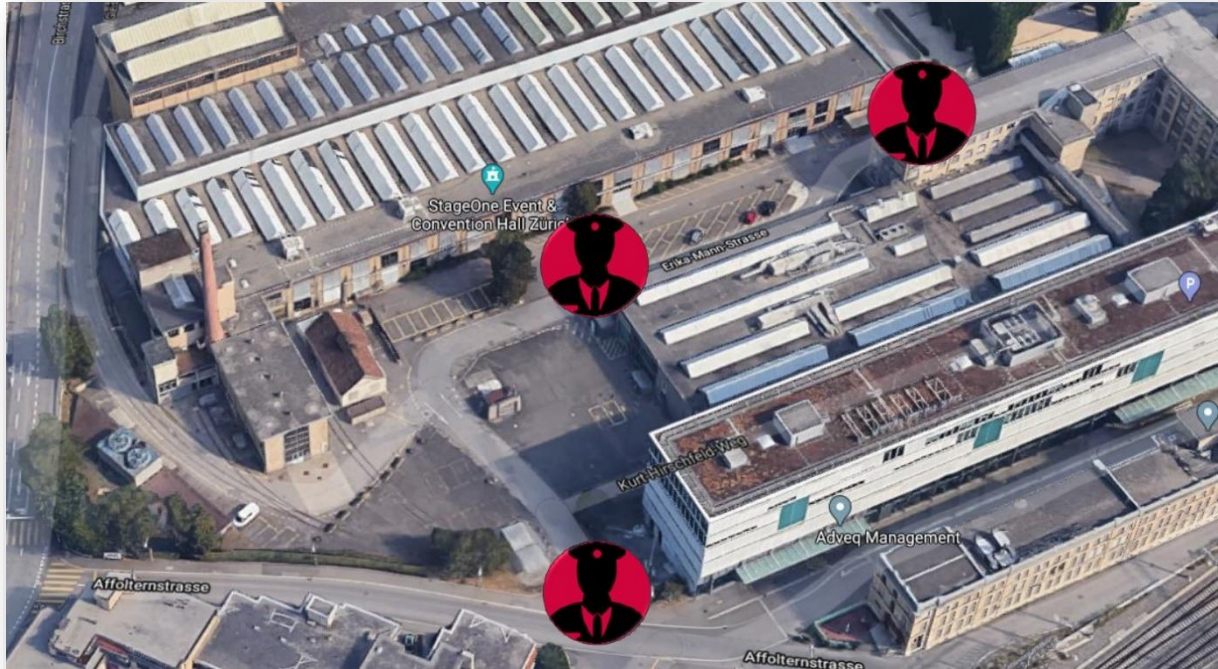




### 3.1.2 Traffic control

It is at the Lessor's discretion as to whether personnel will have to be brought in for traffic control. The Lessee must obtain appropriate personnel from the security partner at the Lessee's expense.

If vehicles are blocking escape routes, the Lessor may order them to be towed at the expense of the vehicle owner or the Lessee.



### 3.1.3 Floor loading

If the Lessee intends to bring heavy equipment and furniture weighing over 500 kg into the rental property, prior consent must be obtained from the Lessor (risk of the raised floor collapsing).

### 3.1.4 Mail and courier deliveries

Mail and courier deliveries may be made on booked dates only.

Exceptions are possible upon written request to the Lessor. The Lessor will supply in advance an estimate of the costs incurred, depending on the volume to be stored. The Lessee must also arrange in advance the delivery times with the Lessor. If the delivery date or time is not met, the delivery will not be accepted.

If the shipment is deposited on the Lessor's premises by the postal service or courier without the Lessor's acceptance, the Lessor reserves the right to charge the Lessee for the handling and/or storage costs incurred as a result.

The Lessor is not responsible for any mail costs that may be incurred in connection with items sent by mail. The sender must provide this information to the forwarding company. If it does not do so, the goods will not be accepted.

#### **Delivery address:**

StageOne – Event & Convention Hall Zurich

\*Name of the exhibition/Event\*

\*Company name\*

\*Stand number\*

Elias-Canetti-Strasse 146

8050 Zürich

### 3.2 Parking spaces

The entire grounds around the StageOne event location are privately owned. Specific parking and vehicular access rules apply. Private vehicles must be parked within the assigned areas. Parking is strictly prohibited in front of the entire facade (yellow stripe). The Lessor is not liable for parking fines or for damage to parked vehicles.

The Lessee is asked to draw its guests' attention to the surrounding parking garages and the proximity to public transport. The available space in the surrounding parking garages can be checked in advance under the following web address:  
<https://www.pls-zh.ch/parkraum.jsp?prid=3>



### 3.3 Hall partners

The Lessor works with hall partners in order to optimize processes and on account of the special conditions applicable to certain areas. This concerns the following areas:

#### Catering

Sole partner StageOne-Gastronomie

#### Event technology

Sole partner smARTEC Veranstaltungstechnik AG

#### Security

Sole partner Security & Safety AG

#### Cleaning

Sole partner M&H Reinigungen

## 3.4 Decorations / technical installations

It is prohibited to make alterations to structural and technical facilities. Decorations and/or technical installations may only be installed with the Lessor's consent. Relevant plans must be provided to the Lessor no later than 14 days before the Event. The Lessor is responsible for ensuring that the plans comply with fire prevention authority regulations. In addition, only materials that do not cause damage to the rental property may be used to attach decorations. Immediately after the Event, all decorations must be removed, taken away and/or disposed of by the Lessee.

Available technical installations (lighting, electricity, heating etc.) may only be operated by the Lessor (hall attendant). The stage is considered a fixed installation and will only be dismantled at the express request of the renter. The costs for this shall be borne in full by the Lessee.

All material (decorations etc.) used must comply with fire prevention authority regulations and satisfy a minimum of reaction-to-fire rating V2 (flame retardant); material must not drip flaming particles, produce toxic fumes or gases when heated, or generate dense smoke. Untreated decorations that explode or burn explosively, as well as reeds, straw, brushwood, paper, wood wool etc. are prohibited. Appropriate evidence of the fire protection properties of the construction materials must be presented to the safety authorities upon request during the acceptance procedure.

### 3.4.1 Exhibition stands and stand constructions

For the construction of exhibition stands, the maximum height of four meters must be observed. Any requests for exceptions must be submitted by the Lessee to and approved by the Lessor. The Lessor must be informed in each case. Should the Lessor incur additional costs for the clarifications, such costs will be communicated in advance and charged to the Lessee.

The horizontal distance from installations to sprinkler nozzles must be at least 30 cm and the vertical distance at least 50 cm. Stands in halls equipped with sprinkler systems must be open at the top in order to ensure that sprinkler protection is not impaired.

## 3.5 Fire prevention authority

### 3.5.1 Hall layout

All hall layouts must be accepted by the Lessor in writing 14 days before the Event. Fire prevention authority authorizations are obtained by the Lessor. The required documents (hall layouts and setup plans, Event and delivery proposal, schedule etc.) must be delivered to the Lessor in written form 14 days prior to the Event. If this deadline is not met, a timely authorization cannot be guaranteed.

For exhibition stands, both rear and side walls must be clearly marked on the layout.

### 3.5.2 Escape routes

The escape route width of 2.5 m between the stands must be observed in all cases and marked on the layout.

Fire extinguisher points, fire extinguishers and all other safety facilities must be freely accessible.

Whenever a gallery section is in use, the corresponding staircases must be kept clear.

### 3.5.3 Emergency exits

The full width of the emergency exits must be kept clear. Signage must be fully visible and must not be concealed at any time (e.g., by tall structures). Should this be the case, the Lessee must inform the Lessor accordingly. Any additional signage required will be ordered by the Lessor and invoiced to the Lessee.

### 3.5.4 Maximum occupancy

The Lessee is responsible for ensuring that the number of persons admitted does not exceed the capacity approved by the fire prevention authority for the rented portion of the hall. For this purpose, the maximum numbers indicated by the Lessor depending on the type of use shall be binding.

## 3.6 Artists' dressing rooms / backstage

Smoking is strictly prohibited in the artists' dressing rooms.

### 3.7 Order and security

The Lessee shall prepare and be responsible for the security proposal and thus for security during the Event. The Lessee must provide at its own expense sufficient security personnel from Security & Safety AG, who will be responsible for the security of the grounds, the hall and the Events. For every Event, the Lessor requires at least one security guard in addition to the fire guard. For Events with more than 200 people, the number of security guards must be increased, at the Lessee's expense, in accordance with the specifications of Security & Safety AG and the Lessor. This may also be done after the Agreement has been concluded and without justification. If the security deployment requires the presence of four or more members of the Security & Safety team, an additional head of operations will be appointed.

The instructions of the security officer (SO) present or of the hall attendant must be complied with at all times. In the event of a security-related incident during the Event, the Lessor shall not be held liable.

In addition, the Lessee must designate a person who is competent and willing to enforce the order and security regulations for the entire duration of the Event. The Lessor shall not be held liable for any lost or stolen Event inventory. For any valuable items on the premises, continuous surveillance by Security & Safety AG is recommended.

#### 3.7.1 Medical service

The obligation to provide an EMT (emergency medical care) service is a matter for the Lessee and is recommended by the Lessor.

The Lessor requires an EMT service for Events with more than 1,000 guests/visitors.

#### 3.7.2 Automobiles

For automobile exhibitions, it must be ensured that:

- both automobile battery terminals are disconnected from the AC grid
- the gas tank is filled to between 1 and 5 liters

#### 3.7.3 Fireworks / pyrotechnics effects

The use of fireworks and pyrotechnic effects is permitted only with the agreement of the security partner and the Lessor. A request must be submitted to the Lessor accordingly, in writing, no later than 14 days before the Event. The Lessee is prohibited from using fireworks and pyrotechnic effects in and around StageOne without authorization.

#### 3.7.4 Smoke and fog machines

Any use of smoke and fog machines before and during the Event must be arranged with and authorized by the Lessor. Security personnel with appropriate training will be appointed. The costs shall be borne by the Lessee.

### 3.8 Damage report

The Lessor shall prepare a damage form before and after the Event. The cost of remediating and repairing the damage listed therein shall be borne by the Lessee, including any damage caused by third parties. Any excesses in the Lessor's insurance policy shall also be settled by the Lessee. Whenever possible, damage will be repaired by the Lessor itself, on a cost neutral basis. If this is not possible, the Lessor will engage a third party to carry out the repair work. It is recommended that the Lessee take a guided tour of the hall before using it, in order to make a note of any existing damage. To arrange this, the Lessee must propose an appointment date to the Lessor prior to using the hall. The Lessor shall perform handover and return of the hall together with the Lessee.