## FETISH CELEBRATION WEEKEND Cologne X-Post 20.09.2024 – 22.09.2024

Company/owner	
Street	Postcode/location:
E-Mail	Telefon
Website	
Exhibition products/services:	

The specified depth is 3 metres per booth. Special dimensions are possible on request. The following stand space is requested:

	FRONT m	DEEP m	AREA m <sup>2</sup>	PRICE
Stand space incl. stand walls (55,00 € pro m <sup>2</sup> )	m	3 m		
Stand space without stand walls* (35,00 € pro m <sup>2</sup> )	m	3 m		
Additional costs (please insert – s.u.)				
Advertising costs (flat rate)				85,00€
total price net				
TOTAL PRICE INCL. VAT.				

\*The exhibitor sets up his own stand including stand walls. The planned stand construction must be agreed with the organiser in advance.

The booth stand from the stand constructor includes the stand area and stand partition walls. Any additional rental furniture can be ordered from the stand constructor using a separate form.

Service charge flat rate	<u>e:</u>			
Bis 10m² - 109,-€	/	11-15m² - 134,-€	/	16-20m² - 159,-€
21-25m² - 184,-€	/	26-30m² - 209,-€	/	31-35m² - 234,-€
bigger as 36qm <sup>2</sup> - 259,	€ bigge	er as 50qm² - 319,-€		

The service charge includes: 230 volt connection power consumption and aisle cleaning. The flat-rate advertising fee includes the entry in the exhibitor list on the homepage and various other online and offline advertising measures.

Desired stand shape: The organiser will try to take the desired stand shape into account, but there is no entitlement.

Corner Stand

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Co-exhibitors on the stand: yes no	Co-exhibitor fee: 89,-€ r	et plus VAT.
Name Co-exhibitor:		
Adress:		
Email:		
Tel. Nr.:		
Homepage:		
Additional Package:		
Changing Room quantity: pieces	45,-€ per piece	
Additional Power:		
230 volt connection, 3,5 KW (inkl. consumption)	40,-€ per piece	
Parking space in the adjacent multi-storey car park Price 15,-€ Day/Space	Yes	No
Required number of parking spaces:		

# Further information for all exhibitors will be sent by e-mail newsletter!

Advertising at the festival:

We will inform you about all advertising opportunities at the FETISH CELEBRATION Weekend by newsletter.

Terms of payment:

50% of the total price is due within 15 days of the invoice date. A further 50% is due by 20.08.2024. For registrations after 01.07.2024 the total amount is due immediately. All prices are net plus VAT. We grant a discount of 5% for full payment by 31 March 2024.

The following "FETISH CELEBRATION Conditions of Participation" are known and accepted with the signed registration.

City/ Date

Sign

### **FETISH CELEBRATION Conditions of participation**

#### § 1 Registration

1. registration is made exclusively using the PDF registration form of the organiser.

2. Registration is binding. The organiser shall decide on admission (§ 3).

#### § 2 Inclusion and recognition

By registering, the applicant accepts these conditions of participation, any "special trade fair, festival and exhibition conditions" and the organiser's technical guidelines as binding for himself and all persons employed by him at the trade fair. These regulations thus become part of the contract between the applicant and the organiser.

#### § 3 Admission

1. only those exhibitors whose stand and exhibition content correspond to the Organiser's event concept may be admitted as exhibitors. The Organiser may restrict individual stand areas for objectively justified reasons, in particular if the available space is insufficient.

2. the contract between the exhibitor and the organiser shall come into effect upon written confirmation of admission. Admission shall only be granted if the instalment due after registration (50% of the invoice amount) has been paid within 10 days of receipt of the registration. Authorisation may be revoked if the conditions for granting it were not met or have subsequently ceased to exist.

#### § 4 Reservation of subsequent changes

1. in the event of unforeseen events that make it impossible to hold the trade fair/festival as planned and for which the organiser is not responsible, the organiser is entitled to postpone, shorten, extend or temporarily close or cancel the trade fair/festival in whole or in part. Claims by exhibitors, regardless of the legal grounds, in particular for damages and reimbursement of expenses, are excluded. If the trade fair has to be closed due to force majeure or by order of the authorities, the exhibitor shall owe the agreed stand rental and all other costs to be borne by him in full.

2. in the event of postponement, exhibitors may demand cancellation of the contract if they can prove that the dates overlap with another trade fair that they have already firmly booked. They shall only be required to reimburse the costs incurred at their instigation.

3. in the event of a shortening or only temporary closure of the trade fair, the exhibitor shall not be entitled to any claims.

#### § 5 Cancellation by the exhibitor

1. if a cancellation is made by 31.05.2024, the exhibitor shall receive a full refund of the partial invoice amount paid up to that date. For cancellations between 01.06.2024 and 31.07.2023, the organiser shall charge 50% of the agreed stand rental including flat rates as a contribution to costs. For later cancellations, the full invoice amount is due. Further costs incurred at the instigation of the exhibitor shall also be borne by the exhibitor.

2 Cancellation requires a written application. It shall only become effective once it has been accepted and confirmed in writing by the organiser.

#### § 6 Stand allocation

1. stands shall be allocated by the organiser with special consideration of the event concept and the themes specified by the trade fair/festival. Until the hall plan has been drawn up, the organiser shall attempt to take into account the exhibitor's wishes regarding stand shape and placement. There is no entitlement. Thereafter, stands will be allocated according to availability.

2 The stand allocation will be communicated in writing.

3. after allocation, the stand may only be relocated if there is an important reason for doing so. The organiser shall then allocate the exhibitor a stand of equal value if possible. In this case, the exhibitor is entitled to withdraw from the contract in writing within three days of receiving notification of the relocation. In this case, the contract shall be deemed cancelled, whereby neither the exhibitor nor the organiser shall be entitled to any claims of any kind and on any legal grounds whatsoever. A mere relocation of the stand in the same exhibition area (e.g. by a few metres) shall not be regarded as a relocation of the stand.

4. the organiser is entitled at any time to relocate the entrances and exits to the exhibition grounds as well as the emergency exits and passageways in the halls for compelling reasons.

#### § 7 Subletting

1 The exhibitor is not entitled to sublet or otherwise transfer the stand assigned to him in whole or in part, to exchange it or to accept orders for other companies without the organiser's approval.

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2. in the event of subletting to third parties not approved with the admission, the organiser shall be entitled to demand that the subtenant vacate the stand, whereby the exhibitor's obligation to pay rent shall remain unaffected.

#### § 8 Joint stands

If several exhibitors rent a stand together, each of them shall be jointly and severally liable. They must name a joint representative in the application. This representative shall be deemed to be authorised to make and accept legal declarations of all kinds on behalf of the exhibitors.

#### § 9 Rents, costs, terms of payment

1. the stand rents and surcharges are set out in the application or any "special trade fair, festival and exhibition conditions". The exhibitor shall bear the additional costs for additional orders or additional ancillary services.

2. the invoice amount plus statutory VAT is due in accordance with the payment terms shown on the invoice.

3. the exhibitor shall have no right of set-off or retention unless the claims are undisputed or have been recognised by declaratory judgement.

4. in the event of unsuccessful payment reminders and a corresponding written warning with a final payment deadline, the organiser shall be entitled to terminate the contract with immediate effect.

#### § 10 Right of cancellation of the organiser

1. the organiser is entitled to terminate the contract without notice if there is good cause. This shall be deemed to be the case in particular if:

2. the exhibitor is in default of payment and does not make payment within one week even after a reminder.

3. the exhibitor disturbs other exhibitors or the trade fair operations or does not comply with the instructions or house rules of the organiser.

4. the trade fair/exhibition does not take place in whole or in part - notwithstanding § 4.

5. the cancellation must be in writing. The organiser may demand a minimum compensation amounting to 50% of the agreed stand rental fee (lump-sum compensation). The assertion of greater damages is not excluded. The exhibitor is at liberty to prove that the organiser has incurred less damage than that claimed.

#### 11 Design, equipment

1. the organiser shall affix nameplates and stand numbers to the stands. These must remain on the stand for the duration of the fair/festival and may not be removed.

2. the exhibitor must construct the stand with sufficient stability, including rear and side walls. Appropriate walls will be provided by the organiser and are included in the stand rental fee.

3. if the exhibitor waives these walls and comes with his own complete stand, the stand space rental fee is reduced to EUR 35.00 per m<sup>2</sup>.

4. in the interest of a successful overall presentation, the guidelines and instructions of the organiser must be followed during construction and furnishing.

5. the organiser may demand that stands whose construction is not approved or does not comply with the exhibition conditions be modified or removed. If the exhibitor does not comply with the written request within 24 hours, the organiser may arrange for the removal or modification at the exhibitor's expense. If the stand has to be closed, the exhibitor shall have no claims.

#### § 12 Operation of the stand

1. during the opening hours of the event, the stand must be occupied with the registered goods, staffed with sufficient information personnel and kept accessible to visitors. Premature dismantling of the stand is not permitted and may be penalised with a contractual penalty.

2. the operation of loudspeaker systems, music or photographic presentations, the demonstration of machines, devices and equipment of all kinds and similar projects require the written approval of the organiser. Any authorisation already granted may also be restricted or revoked in the interests of maintaining orderly trade fair operations.

3. the exhibitor is responsible for waste disposal! The statutory regulations must be observed when disposing of waste.

#### § 13 Exhibitor passes

1. for a stand up to 12 m<sup>2</sup> in size, each exhibitor shall receive two exhibitor passes after full payment, which authorise free admission to the trade fair/festival and all evening events. A further exhibitor pass will be issued for each additional partial area of 6 m<sup>2</sup>.

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2. the organiser shall issue additional exhibitor passes at a price of EUR 20.00 per exhibitor pass.

#### § 14 Advertising

Advertising of any kind, in particular the distribution of printed advertising material, but also the addressing of visitors, is permitted without the express permission of the Organiser. Only permitted within the stand.

#### § 15 Direct sales, catering

1. the direct sale of goods to third parties is permitted.

2. catering, in particular the sale of food, drinks, refreshments, luxury foods and foodstuffs of all kinds, is not permitted to the exhibitor.

#### § 16 Photo ban

Photography is prohibited at the trade fair. Photographs may only be taken by the festival photographer commissioned by the organiser. As an exception, exhibitors may only take photographs of their own exhibition stand and, with the express consent of the organiser, with photographed trade fair visitors.

#### § 17 Fire protection

Only flame-retardant materials may be used for stand decoration. Open fires are prohibited on the stand.

#### § 18 Cleaning

The Organiser shall be responsible for cleaning the aisles at night. The exhibitor is responsible for cleaning the stand area.

#### § 19 Parking

Exhibitors are provided with paid parking spaces directly at the exhibition centre.

#### § 20 Security

1. the organiser shall provide general security for the halls and the outdoor area, but shall not be liable for loss or damage. Security begins on the first day of set-up and ends at the end of dismantling.

2. the exhibitor is responsible for the supervision and guarding of the stand. This also applies during the set-up and dismantling periods.

#### § 21 Liability, insurance

The Organiser accepts no liability for damage to exhibits, stand equipment or any consequential damage, unless the Organiser is responsible for such damage due to intent or gross negligence. The organiser has taken out liability insurance to cover his legal liability, which only covers damage to third parties (trade fair visitors). Exhibitors, their staff and their assets are not covered. Exhibitors are strongly recommended to insure their exhibits at their own expense.

#### § 22 Domiciliary rights

1. the organiser and the lessor shall exercise domiciliary rights on the entire exhibition site during the construction, running and dismantling periods of the trade fair. They are authorised to issue general and individual instructions or to issue special house rules.

2. exhibitors and their personnel may enter the exhibition centre one hour before the start of the fair and must leave it no later than one hour after the close of the fair. Overnight stays on the exhibition grounds are prohibited.

#### § 23 Forfeiture, statute of limitations

1. claims of the exhibitor against the organiser arising from and in connection with the stand rental contract shall be deemed forfeited if they are not asserted in writing within one week of the close of the trade fair at the latest.

2. otherwise, all claims of the exhibitor and its employees against the organiser shall lapse within six months of the end of the trade fair/exhibition.

#### § 24 Subsidiary agreements, amendments

Deviations from these Conditions of Participation, the authorisation or any further "Special Trade Fair, Festival and Exhibition Conditions" or Technical Guidelines must be made in writing to be effective. Verbal collateral agreements shall not apply. This also applies to the cancellation of the

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written form requirement.

#### § Section 26 Place of fulfilment and jurisdiction

The place of fulfilment and jurisdiction is Cologne.GoFra Event UG (haftungsbeschränkt) Ziegeleiweg 2 51149 Köln Tel: 0157 - 357 43 5909 Email: <u>service@fetish-celebration.com</u> Homepage: <u>www.fetish-celebration.com</u>