

## TERMS AND CONDITIONS

Between

[NAME]

(hereafter referred to as the Organiser)

and

Launch Labs (Schweiz) GmbH  
Gundeldingerfeld, Halle 8  
Dornacherstrasse 192  
4053 Basel

(hereafter referred to as the Landlord)

### I. Event locality

1. The event locality is Halle 8, "Querfeld", Gundeldinger Feld GmbH, Dornachstrasse 192, 4053 Basel
2. The Event locality has the following facilities at its disposal:
  - a) Hall, approximately 290 m<sup>2</sup> with access to the toilets
  - b) Stage comprising 10 elements of 200cm x 100cm
  - c) Bar and Kitchen equipped with microwave oven, refrigerator and dishwasher
  - d) Large Screen (4m x 6m), Beamer, Lighting and Sound System, 200 chairs, 24 banquet tables

### II. Event Date

1. This Event Contract is valid for [DATE].
2. The use of the premises is from [TIME] until [TIME] at the latest.

### III. Event Agreement

1. This event contract contains all agreements with regard to all financial risk, costs and revenue sharing between the Organiser and the Landlord.
2. The Organiser agrees to a rental price of CHF [X.-], excluding VAT for the first event and CHF [Y.-], excluding VAT for each further event. Additional costs for heating, hot water and electricity are included in the rental charge. The Organiser is also liable for payment of a setup and cleaning charge of CHF 250.- per event. This charge does not release the Organiser from the duty to return the Hall in a clean and orderly fashion, so that the Hall can, without any extra cost, be cleaned. Provided that all space is handed back in a clean and orderly fashion, the Landlord can waive the cleaning charge.
3. The final invoice will be billed directly after the event. Should there be several events, the Organiser has the choice of paying after each event or receiving the bill after all events have taken place. All payments should be made within 10 days and after the payment deadline, a reminder will be sent immediately. If an event is cancelled by the Organiser more than 30 days before the event, a cancellation fee of CHF 100 will be charged. If the Organiser cancels the event less than 30 days before, a cancellation fee of the equivalent to half the amount due for renting the premises will be charged. Should the event be cancelled in the two days preceding the date, the full rent for the premises will be charged. The Landlord is entitled to request a deposit of up to 100%. If a deposit is requested, the Landlord is not obliged to allow access to the premises until this deposit is paid.

4. The Organiser is entitled to a visit of up to one hour to the premises in the run-up to the event to clear up open issues with the Landlord. If other visits or preparatory work on the premises are requested, the Organiser will be charged at the rate of CHF 180.00 per hour.
5. The time of access to the premises for preparatory arrangements for artists, DJs or other matters connected with the event should be discussed with the Landlord (at least 3 days before). Access to the Hall is in principle only possible from the beginning of the rental period. Should the Organiser require additional time for preparation, which could prevent the Landlord renting out space on that particular day, then the time for preparation will be charged.
6. Sound testing can only take place on week days from 18.00 – 19.00, on Saturdays from 16.00. The maximum db size in the Hall is 92db.
7. The lighting and sound systems are already pre-configured and cannot be altered. If the Landlord determines after the event that changes have been made to the initial settings and wiring, a charge of CHF 200 will be due in order to return the systems to their original settings.
8. The Organiser is not authorised to sublet the premises.
9. The Landlord must be allowed access to the Hall at all times.
10. With his signature, the Organiser acknowledges that his event will not promote any intolerant or unconstitutional positions, such as racism, right-wing or religious extremism, anti-semitism, or anti-democracy.

#### **IV. Responsibilities of the Landlord**

1. The Landlord is legally obligated to place the premises at the disposal of the Organiser on the agreed date at the agreed time.
2. The Landlord is legally obligated to ensure that the infrastructure has been checked and is in good working order.

#### **V. Responsibilities of the Organiser**

1. The Organiser has an obligation to exercise due care with the premises and the inventory.
2. The Organiser can make a list of defects and deficiencies before the event begins, and confirms this with his signature on this contract that the premises and the equipment have no recognisable faults, except for those noted by the Organiser.
3. The Organiser keeps the Hall in a clean condition and returns the Hall in the condition in which it was received. Litter from the event is cleared by the Organiser and if litter has later to be cleared by the Landlord this will be billed at CHF 180.00 per hour.
4. The Organiser is obliged to comply with all police regulations (Security Regulations, Noise Level Regulations, Opening Hours, etc.) and is obliged to obtain all necessary permits. The Organiser is also obliged to ensure that the Rules and Regulations of Gundeldinger Feld are adhered to, and to ensure that his guests behave correspondingly. Infringement of these Rules and Regulations entitles the Landlord to discontinue the event and to request the clearing of the Hall.
5. The Organiser is responsible for the setting-up and clearing away. He also ensures that the inventory is replaced or put back in its original place as it was before the event.
6. The Organiser is responsible for admission, ticketing, communication and guest list.

## **VI. Liability**

1. The Organiser is liable for all damage caused by the Organiser or his guests to the Hall or equipment. This includes direct as well as indirect damage such as profit loss when the premises cannot be rented out as a result of the damage caused.
2. The fire protection system must not be deactivated. All charges connected with a false alarm triggered by tampering with the system or through negligence of the organiser's guests or employees will be charged to the Organiser.
3. The Landlord has no liability for damage caused by the Organiser or guests of the event.
4. The Organiser discharges absolutely the Landlord from possible liability claims from his colleagues, auxiliary helpers or from guests at the event arising in connection with the use of the Hall or equipment.

## **VII. Other Provisions**

1. It is agreed that in cases of dispute, the court of law of Basel is the only place of jurisdiction.
2. Only Swiss law is applicable regarding this contract.

Basel, [DATUM]

Basel,

lauchlabs (Schweiz) GmbH (Landlord):

Organiser:

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