

Exhibitor contract for the Just Love Festival

Between

Bhakti Event GmbH, Am Geisberg 1-8, 65321 Heidenrod
-hereinafter referred to as "Organiser"-

and

-hereinafter referred to as "Exhibitor"-

conclude the following agreement.

1. Subject matter of the contract

1.1 On the occasion of the Just Love Festival taking place from 21.07.2023 to 30.07.2023, the Exhibitor will be provided with a covered stand pavilion in the size: 3.00 m x 3.00 m, for the shop: and your van (Number and size: __ Space requirement: _____m²) available.
The Organiser assures the Exhibitor a three-phase connection for the fairground in the order of 3x _____ amperes. A possibility to connect the van (CEE 3x 32A), as well as a connection to the drinking water network, should be available in advance, i.e. from _____.

2. Reservation and payment conditions, cancellation

2.1 The demurrage is EUR 790.00 plus 19% VAT for a single exhibition location and EUR 555.00 including 19% VAT for a shared exhibition location place. Other operating and connection costs, e.g. for electricity, garbage, water, etc. are included.

2.2. Full payment is due on 01.06.2023 after your registration has been accepted by the Organiser. The Organiser decides on the admission. No entitlement to admission to the exhibition can be derived from the submission of the application. Full payment is required for a binding reservation. The reservation is valid if the payment has been credited to the Organiser's account and confirmed in written form.

3. Withdrawal / Cancellation Fees

3.1 Until the confirmation of the Organiser, the cancellation of the registration is possible within a notice period of 14 days in written form, up to a maximum of 4 weeks before the start of the event. Thereafter, a cancellation fee will be charged.

3.2 In case of cancellation, 50% of the fixed price must be paid up to 4 weeks before the start of the festival. After expiry of this period, the Exhibitor is not entitled to a refund of the stand fee.
In case of cancellation between the 4 week and 0 days before the start, 100% cancellation fees will be charged. In each case minus the saved own expenses. The Exhibitor has the opportunity to prove to the Organiser that less or no damage has occurred. In case of departure before the end of the contract, the Exhibitor is obliged to pay the rental price in full.

4. Opening hours of the festival and parking

4.1 The market square is open to visitors daily during the festival from 10:00 a.m. to 10:00 p.m. On Thursday, 20.07.2023, the marketplace will be open from 8:00 a.m. to 8:00 p.m. for the construction of your personal sales area.

4.2 A free parking space is provided per Exhibitor. The day before the start of the festival, on 20.07.2023, there is the possibility to load and unload the camping van near the market square. This possibility does NOT exist during the festival when visitors are present.

5. Set-up and dismantling times, contractual penalty

5.1 The following installation times apply: Thursday, 20.07.2023, from 8:00 a.m. to 8:00 p.m. Loading and unloading space is available all day on Thursday, 20.07.2023 until Friday, 21.07.2023 at 10:00 a.m. If a provider has not yet completed the construction at this time, the Organiser of the JLF reserves the right to charge the financial damage caused by the delayed opening as a contractual penalty of € 1,500 + VAT. This contractual penalty is due immediately and can be paid on site in cash, but no later than 5 days after the end of the festival to the account of the Organiser.

5.2 Dismantling times: from Sunday, 30.07.2023, at 22:00 till Monday 31.07.2023 at 12:00. Dismantling BEFORE 22:00 is not permitted.

The Organiser reserves the right to charge a contractual penalty of € 1,500 plus VAT in the event of violation. The loading zone is open on Sunday from 22:00. Note: The loading zone is only accessible from the back of the ashram, NOT through the festival grounds.

5.3 The stand, including that for camping van, must be completely vacated in a cleaned condition until the following event (01.08.2023)*.

5.4 Reference is made to the Ordinance on Protection against Noise. Amplifier systems increase complaints, they must be operated more quietly on the instructions of the Organiser or switched off if necessary.

6. Waste disposal

Only waste generated at this event may be disposed of.

7. Liability and responsibility of the Exhibitor

The Organiser is generally not liable for damages of the Exhibitor and those for which the Exhibitor is responsible. A liability insurance in the required amount, the possession of a valid travel trade card (and possibly tax number) and a valid execution permit for the operated business must be proven by the Exhibitor. Furthermore, the Exhibitor is responsible for compliance with the statutory provisions (building regulations, hygiene regulations, etc.).

8. Issuance insurance and disclaimer

8.1 The Organiser is not liable for damage or loss of the exhibits or the stand equipment, for damage caused by fire, burglary, theft, water damage or force majeure. The Exhibitor is free to insure these risks at his own expense.

8.2 In the interest of general order, however, all damages incurred by the Exhibitor as a result of the above risks must be reported by the Exhibitor immediately to the Organiser, represented by the JLF team, in the event of criminal offences to the police.

8.3 The Organiser is only liable for damages caused to the Exhibitor by gross negligence or intent of the Organiser or his vicarious agents. Liability for simple and slight negligence is hereby excluded.

9. Advertising

9.1 Each Exhibitor may only advertise within his own stand and exclusively for the goods offered by him. Advertising outside the market tent is not allowed. This also includes the distribution of brochures. Advertising measures that violate competition law regulations, legal prohibitions or morality are not permitted. Advertising measures that have an ideological or political character or that harass other Exhibitors or trade fair visitors are also prohibited. Advertising materials that violate this can be confiscated and secured by the Organiser for the duration of the event.

9.2 Advertising (fireworks, posters, newspaper advertisements, etc.) for the event is the responsibility of the Organiser.

10. Safety

10.1 In order to maintain general order, the Organiser ensures security on the marketplace grounds through his JLF team. The Organiser is entitled to carry out the necessary control measures at each exhibition stand. The Exhibitor is responsible for the individual stand guarding and any damage or loss of goods.

10.2 The Organiser exercises his domiciliary rights on the entire exhibition area for the construction, running and dismantling times of the event. The Organiser is entitled to issue instructions to the Exhibitor.

11. Cleaning

The Organiser takes care of the general cleaning of the festival and marketplace area. The cleaning of the Exhibitor's own stand is the responsibility of the Exhibitor and must be completed daily before the start of the event.

12. In case of cancellation or failure or shortening

12.1 The Organiser is entitled to postpone, shorten, distort, temporarily or completely close the Just Love Festival in the presence of compelling reasons for which he is not responsible.

12.2 The Exhibitors are entitled to a return of 75% of the Exhibitor fees in such exceptional cases and in all cases of higher force. The other share of the Exhibitor fee will be retained for advertising costs and administrative expenses. Claims for damages are excluded.

12.3 If the execution of the festival is shortened, the stand rent will be reduced accordingly and the excess amount will be refunded.

13. Place of jurisdiction, statute of limitations and severability clause

The place of jurisdiction for both parties to the contract shall be the registered office of the Organiser. Should any clause of this contract be or become invalid, this shall not affect the validity of the remaining clauses shall remain unaffected. All claims of the Exhibitor against the Organiser, regardless of the legal grounds, expire within six months after the last official festival day. All changes or additions to this contract must be made in writing in order to be effective.

By signing this contract, the parties agree to the terms and conditions.

It is expressly agreed that the signing of this contract does not constitute a claim to admission or charging in the following year.

-Organiser=

-Exhibitor-