

## Conditions of Participation Ceramic market in Siegburg on 7th and 8th July 2018

### 1. Place, duration, implementation

The ceramics market will take place on Saturday, 07. July 2018 until Sunday, 8. July 2018 from 10.30 to 18 o'clock on the marketplace in 53721 Siegburg.

### 2. The ceramics market is hosted by the

Stadtbetriebe Siegburg AöR

- ein Kommunalunternehmen der Kreisstadt Siegburg-

FB 17.1 Märkte und Messen

Europaplatz 3

53721 Siegburg.

### 3. Registration, validity of the conditions of participation

- a. A written registration is possible until 01. February 2018 with the organizer; decisive is the receipt of the application. The registration is to be made exclusively on the registration form of Stadtbetriebe Siegburg AöR-FB Markets and Fairs, under recognition of the conditions of participation for the ceramic market. The organizer decides on the acceptance of the registration and on the participation in the market. By submitting the commitment, the exhibition contract and the agreement of further services between the exhibitor and the organizer are legally binding. If the content of the confirmation (stand space) deviates from the content of the application, the contract will be concluded according to the content of the confirmation of acceptance, unless the exhibitor objects within two weeks. The organizer is entitled to revoke the license if it was given due to false information or requirements. The exhibitor guarantees that his offer will last until 6 pm. Registration for participation in the ceramic market is binding.
- b. With the binding registration these terms and conditions become part of the contract between the organizer and the exhibitor.

### 4. Exhibition conditions

- a. Exclusively handmade ceramic items may be exhibited. The exhibited works have to correspond in the material and in the execution of the attached photos the registration form. There is a markup requirement.
- b. Only trained ceramists such as ceramic masters and master craftsmen, designers, certified ceramists, university graduates, professional workshops and art studios can apply. Resellers and amateur ceramists are not allowed.
- c. Playing music is not allowed.
- d. All orders of the market management must be complied with.

## **5. Stand, demurrage**

- a. Every admitted participant in the Siegburger Keramikmarkt receives a fixed stand in advance. b. The participants have to show the stand number given before the start of the market in a clearly visible position on their stand.
- b. Stalls will not be provided by the organizer. Sales desks, stands and umbrellas are to be brought by the market participants. Party tents or colored tents / umbrellas are not allowed.
- c. The individual design of the stalls is up to the exhibitors. The market event welcomes creative booth design and decoration, but reserves the right, for safety reasons, to issue instructions regarding the design and decoration to be followed by the exhibitors. Cartons as packaging material should generally not be visible on the stands. All packaging can be cleverly concealed and does not belong in the freeze frame!
- d. All exhibited goods must be priced.
- e. The stand fee per meter for both days € 50, - gross and is payable on receipt of the confirmation of registration (commitment) until the date of payment specified therein. The minimum floor space is 3 meters. It includes a dinner on the 07th of July 2018 and a breakfast on the 08th of July 2018.
- f. The cost of providing a power connection will be charged € 10, - gross.

## **6. Cleaning, waste disposal**

The exhibition space must be left clean after the event and treated gently during the event. Should the exhibitor leave garbage or other objects after evacuation of the exhibition space, Stadtbetriebe Siegburg AöR shall be entitled to have the left objects and / or garbage removed from the exhibition space at the exhibitor's expense.

## **7. Resignation, cancellation of the exhibitor**

- a. If the exhibitor fails to pay in accordance with the contract, Stadtbetriebe Siegburg AöR may withdraw from the contract if it has unsuccessfully given the exhibitor a reasonable period for performance. The organizer can also withdraw from the contract if the exhibitor violates his contractual obligation to respect the rights, the legal interests and interests of the organizer and the organizer can no longer be expected to stick to the contract. In all cases of withdrawal by the organizer, he is also entitled, in addition to the resignation, to demand from the exhibitor all agreed payments as flat-rate compensation. Other statutory claims of the organizer remain unaffected.
- b. After confirmation by the Stadtbetriebe Siegburg AöR and conclusion of the contract, a withdrawal or a reduction in floor space by the exhibitor is generally no longer possible, unless a reason for the withdrawal is due to a grossly negligent or intentional behavior of the organizer. The same applies to any additional agreed services.

- c. If the exhibitor declares his participation after a binding registration and acceptance (see clause 3. of these conditions of participation) irrespective of a right of withdrawal, the stand fees shall be borne in full by the exhibitor in the case of a resignation after 31.05.2018. The organizer is entitled in case of cancellation to dispose otherwise of the vacant space. Cancellations must be made in writing.
- d. Cancellation of the event by the organizer Insofar as the ceramic market can not take place due to force majeure or other reasons for which the organizer is not responsible and is therefore canceled by the organizer, each party shall bear all costs incurred. Stadtwerke Siegburg AöR shall not be liable for damages or disadvantages of the exhibitor.

## **8. Liability of Stadtbetriebe Siegburg AöR**

Claims for damages and reimbursement of expenses of the exhibitor (hereinafter: claims for damages) are excluded. This does not apply if Stadtbetriebe Siegburg AöR is legally liable, in particular in cases of intent, gross negligence, injury to life, body or health, or due to the violation of essential contractual obligations. The claim for damages for the breach of essential contractual obligations, however, is limited to the contractually typical, foreseeable damage, unless there is intent or gross negligence or liability for injury to life and limb or health; this limitation of liability applies only to entrepreneurs, legal persons under public law and public law special funds. In particular, Stadtbetriebe Siegburg AöR shall not be liable for damage to or loss of objects brought by the exhibitor, stand fittings and stand elements vis-à-vis exhibitors, entrepreneurs, legal entities of the public. Right or public law. Special assets are equal to when these damages or losses arise. The amount of the liability of Stadtbetriebe Siegburg AöR is limited exclusively by the attached cover letter of the KSA from 15.06.2011.

## **9. Liability of the exhibitor**

- a. The exhibitor is liable for all damages culpably caused by him, his employees, his agents or his exhibits and furnishings. The exhibitor is especially liable for all damages caused by breach of due care. In particular, if supply and drain lines, toilet or heating systems, power lines, etc. are treated improperly.
- b. The exhibitor must ensure that visitors and third parties in his exhibition area do not damage or injure anyone.
- c. The exhibitor shall be liable for all damages arising from the commissioning of technical equipment brought in by the exhibitor, unless the damage is due to intent or gross negligence on the part of the organizer or his vicarious agents.
- d. The exhibitor is recommended to take out an insurance covering the mentioned risks.

## **10. Construction and dismantling, parking**

- a. The construction and the delivery and decoration of the exhibition can take place on Friday, 06. July between 17.30 bis 19.30 clock clock and on Saturday, 07. July, in the time of 7.00 to 10.00 clock.

- b. The (delivery) vehicles of the exhibitors must be removed immediately after unloading from the market area. The vehicles of the exhibitors may be parked in the designated parking space. Furthermore, we point out that the emergency route from Mühlenstraße to the museum must be free for security reasons.

#### **11. Power connection**

If required, a power connection is provided for a fee (see section 5). If you need a connection, please indicate this when applying. It should be noted that all electrical equipment brought along

Have CE mark and have to be tested according to BGV A3. Proof must be provided upon request. If you have any questions, please do not hesitate to contact the fire protection officer Mr. Kienow-Strunk on 02241/2504 2517.

#### **12. Privacy**

Personal data, which the exhibitor informs in the course of the registration and the further contract settlement of the city enterprises Siegburg AöR, are stored taking into account the regulations of the Federal Data Protection Act and the Telemedia Act of the Federal Republic of Germany and serve for the purposeful handling of the contractual business processes with the exhibitor, the sending of events accompanying events or the information before and after the event and will not be disclosed to third parties without the express permission of the exhibitor. The exhibitor has the right to explain to the Stadtbetriebe Siegburg AöR that he does not wish further information about follow-up events.

#### **13. Written form requirement**

All contractual agreements between exhibitors and Stadtbetriebe Siegburg AöR require written form to be valid. This also applies to a waiver of this written form requirement.

#### **14. Severability clause**

Should individual provisions of these conditions of participation be ineffective or unenforceable or become ineffective or unenforceable after conclusion of the contract, the validity of the remaining provisions remains unaffected. The ineffective or unenforceable provision shall be replaced by the effective and enforceable provision whose effects come closest to the economic purpose pursued by the contracting parties with the invalid or unenforceable provision. The above provisions shall apply mutatis mutandis in the event that the contract proves to be incomplete.

#### **15. Applicable law**

The legal transactions between the organizer and the exhibitor are governed by the law of the Federal Republic of Germany.

#### **16. Place of performance, jurisdiction**

The place of fulfillment and jurisdiction for all legal disputes arising from these conditions of participation and other contractual provisions between the parties or in connection with their legal relationship is Siegburg.