

7-15 FEB 2019



## PopUp Office Rental Contract Gropius Bau

Legal Company Name: \_\_\_\_\_

Street: \_\_\_\_\_

Postcode/City: \_\_\_\_\_ Country: \_\_\_\_\_

European VAT ID no.: \_\_\_\_\_

Non-European companies: please email a Tax Residence Certificate, or Certificate for Business Registration, or US IRS form 6166

### Stand Information

Stand Name (to be published in EFM catalogue): \_\_\_\_\_

Stand Coordinator: \_\_\_\_\_

Direct Email: \_\_\_\_\_

Phone: \_\_\_\_\_

PopUp Office 2018	date	total € (net)
<input type="checkbox"/> one day (Feb 7-10) € 800*		
<input type="checkbox"/> two days (Feb 7+8) € 1,100*		
<input type="checkbox"/> two days (Feb 9+10) € 1,300*		
<input type="checkbox"/> four days (Feb 7-10) € 2,000*		
Total net amount		
+ VAT (currently 0%*** or 19%)		
Total amount		

\* The rental price of a stand includes: see page 2.

\*\* The contracting party has to pay €250 for each additional company participating at the stand (shared: 2 companies, umbrella stand: 3+ companies). The sharing fee/s will be invoiced in January.

\*\*\* No VAT with European VAT ID, or by providing a document showing that your company is registered for taxes outside Germany.

\*\*\*\* Advertisement Packages will be invoiced in January.

### Terms of payment

50 % advance payment by November 30, 2018, after receipt of an invoice (not refundable in case of cancellation)

50 % to be paid by January 15, 2019

### Means of payment (please tick)

Bank transfer

Credit card a payment link will be sent to you along with the invoice.

Please note for payment with credit card:

Only American Express, Visa and Mastercard will be accepted.

### Acceptance of the above terms

The undersigned has read and fully recognizes the General Terms & Conditions for stand rental. The undersigned accepts all terms as binding and agrees to comply with all ensuing obligations for the contract. In order for the present contract to be valid, the EFM will need to confirm the reservation accordingly. The early bird discount is only valid within all terms of payment.

Date: \_\_\_\_\_

Signature: .....

Please return the completed stand rental contract to the EFM  
Email: efm-exhibitor@berlinale.de, Phone: +49.30.259 20 646

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Included furnishing Gropius Bau Central Hall, ground floor, 3 sqm

low wall divider  
1 table, 120 x 50 cm  
3 chairs, Standard  
1 light spot  
electricity  
1 wifi internet access code for 2 devices  
basic lighting  
signage  
listing in daily newsletter  
planning, construction and dismantling of the stand  
daily waste disposal and final cleaning

1 market badge (PopUp Office for 1 day) or  
1 market badge + festival accreditation (PopUp Office for 2 or more days)

Additional Screening Service Charge of 250€, applies once, entitles to screening prices for exhibitors with stand or office (<https://www.efm-berlinale.de/en/screenings/film-entry/film-entry.html>)

## General Terms and Conditions for stand/office rental at the EFM 2019

### 1. Preliminary

The European Film Market (EFM) is one of the official sections of the Berlin International Film Festival (Berlinale). The Berlinale legally constitutes a division of the Kulturveranstaltungen des Bundes in Berlin GmbH (KBB GmbH), and is funded by the Federal Government Commissioner for Culture and the Media upon a decision of the German Bundestag.

### 2. Registration

Participation in and general access to the EFM is only permitted to registered professionals, particularly producers, distributors, film financiers, cinema operators, buyers and sellers as well as representatives of the TV, Home Entertainment/ VoD, and New Media market.

Any representative of a company renting a stand at the EFM (hereafter named individually "the exhibitor" or collectively "exhibitors") will have to register through the festival's online accreditation (accessible on the EFM website via "My Account") even if they receive a free Market Badge and/or Festival accreditation.

### 3. Data protection

Address and contact details submitted will be published in official festival and EFM publications, including for example the „Who's Where“, the exhibitors, buyers and participants lists (print or online version), and the screening report (provided to exhibitors) based on EFM screenings attendance.

We take the security of all the data we hold very seriously. Further details of our privacy policy can be found here: [https://kbb.eu/legal/privacy\\_policy](https://kbb.eu/legal/privacy_policy).

### 4. Conditions of payment

The conditions of payment and deadlines for each instalment are set out in the rental contracts. All payments must be made by either bank/wire transfer or credit card.

In the case of late payment of any instalment of the stand rental fee, the exhibitor will forfeit any right to previously agreed discounts for the stand rental.

The early bird discount is granted valid within all terms of payment.

In the case of non-payment of invoices at the date due and exhibitor's failure to cure within ten (10) days of notice of breach, the EFM reserves the right:

- to cancel the respective stand rental contract with immediate effect. In such case, the exhibitor remains obliged to fully comply with the payment obligations under the stand rental contract.
- to exclude the exhibitor from participation in the EFM and to cancel their badges at its sole discretion.
- to charge the exhibitor with a penalty of 20% of the total amount due.

### 5. Conditions of stand/office rental

#### a) Location of stands/offices

The reservation of an exhibition space at the EFM does not guarantee a specific space in terms of the actual position of the stand. The EFM will decide on distribution of stands/offices taking into consideration the overall layout of the EFM and the nature of the exhibitor's activities. The EFM will do its best to fulfil the exhibitor's requests in terms of stand/office size and location and will endeavour to give priority to companies returning from year to year, however, without the guarantee of the same space being available each year. The EFM reserves the right to make the final decision regarding the size and location of each stand/office at its own discretion, as well as to change or move stands if necessary and will use best efforts to provide exhibitor with a stand/office that is reasonably equivalent in space to that which is requested. The EFM holds exclusivity rights for the rental of exhibition space in the Gropius Bau, the Gropius Park as well as the Marriott Hotel for the whole duration of the market.

#### b) Decorating of stands/offices at the EFM

For decorating the stand/offices the exhibitor must use the EFM adhesive tape for all stand constructions and offices. The material is provided by the technical service. For any damage caused not using the EFM material the exhibitor will be charged.

#### c) Audio

Please note that for screenings at the stand headphones are obligatory in order to secure undisturbed business for fellow stand holders.

#### d) Manning of stands/offices during the EFM

The EFM will take place from February 7-15, 2019 (at the Marriott until February 14). Stands/offices must be set up in time for the opening of the EFM. Dismantling cannot start before the last day of the EFM. (Gropius Bau: 1 pm, February 15, 2019/Marriott: 8pm, February 14, 2019).

Stands/offices have to be manned and operated by at least one of the representatives of the exhibitor during the opening hours of the EFM and for its entire duration.

Gropius Bau: In case of non-compliance with the above rule, i.e. if the exhibitor leaves before the official end of the EFM, the stand must be left fully decorated and any rubbish must be cleared away before departure. The costs for taking down posters, clearing away publicity material and, if applicable, shipping material back to the exhibitor at the end of the EFM, will be fully charged to the exhibitor by the EFM.

Marriott: Please check details for minimum and maximum length of stay with our staff in charge.

e) Sharing a stand/sharing fee

The EFM permits companies to share a stand as follows:

e 1) Two companies sharing a stand still constitute an individual stand. The stand rental contract needs to be signed by the main contractual partner. For the second company a sharing fee of 250€, to be paid by the main contractual partner, applies. Both companies will be listed separately in the EFM catalogue, website and on signage and will each benefit from all advantages of official exhibitors.

e 2) If three or more companies share a stand, this constitutes an umbrella stand, which is subject to a different rate per sqm (see stand rental contract for details) and the following conditions:

- the rental contract for the umbrella stand needs to be signed by the designated main contractual partner who is solely responsible for its execution, payment of all invoices and ordering furniture and equipment for the entire stand,
- the main contractual partner agrees to provide the EFM with a full list of sharing companies by a date specified by the EFM,
- for each sharing company to be present at the stand a sharing fee of 250€ has to be paid by the main contractual partner for which in return the sharing company will be listed with a separate entry in the official EFM Catalogue, website and on signage and will each benefit from all advantages of official exhibitors.

f) Liability of the organiser

The premises of the EFM are under surveillance day and night throughout the EFM.

However, the EFM is not liable for any theft of property (private or rented) and it is expected that exhibitors take all necessary measures to protect any objects of value especially DVDs, laptops and other portable items. The EFM reserves the right to charge exhibitors for any damage to stand construction/offices, equipment and furniture caused by company, otherwise EFM will be solely liable for such damage. Exhibitors are strongly advised to provide for sufficient insurance; we recommend both public liability insurance as well as a trade fair insurance.

g) Happy hour reception at the stand

Each exhibitor is allowed to organize one happy hour at their stand between 6pm - 8pm during the market. Invited people may only access it with appropriate accreditation. Each organiser is responsible for the afterwards cleaning of the stand/ disposal of garbage of any self-brought goods.

## 6. Cancellation policy

Upon signature of the rental contract, the EFM will provide the exhibitor with an invoice for a down payment of 20% of the total rental fee, which is due to be paid within 2 weeks. This payment is not refundable under any circumstances and will be kept as compensation in case of a cancellation before November 30, 2018. The reservation of the stand/office will only be confirmed once the down payment has been received in full by the EFM.

For any cancellation received between November 30 and December 15, 2018, the compensation fee will be 50% of the total rental fee. For any cancellation after December 15, 2018, the full amount of the rental fee will be due.

## 7. Remedies

In the event of an infringement of any article of the present General Terms and Conditions for stand/office which the exhibitor has agreed to upon signature of the rental contract, the EFM's remedies shall be limited solely to an action at law for monetary damages actually suffered, if any.

## 8. Exclusion

The EFM is entitled to exclude an exhibitor from the current event, if the exhibitor breaches EFM's house rules or there are other reasons that justify instant termination of the stand rental agreement. In this case, no refund of the stand rental (in whole or in part) shall apply.

## 9. Jurisdiction

The legal relationship between the EFM and the exhibitor is construed in accordance with the laws of the Federal Republic of Germany. Any lawsuit between the exhibitor and the European Film Market will be under the sole jurisdiction of the courts of Berlin.