

Stand 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 (for EFM publishing): _____
 Contact for stand coordination: _____ Direct email: _____

Gropius Bau	Size in sqm	Total Rate
please choose your stand type		
<input type="checkbox"/> individual stand 460 €/sqm*		
<input type="checkbox"/> umbrella stand 430 €/sqm*		

	Price	Quantity	Total
Onsite sharing fee**	250 €/sharing company		

Total net amount	
+ VAT (currently 0%*** or 19%)	
Subtotal amount	

<input type="checkbox"/> Badge bundle (market + festival), get 10 pay 9	3,574.80 €		
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+ VAT (currently 0%*** or 7%)	
Subtotal amount	

* The rental price of an exhibition space 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.

Total amount	
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Terms of payment

50 % advance payment after receipt of an invoice (not refundable in case of cancellation*)
 50 % to be paid by 17 January, 2022

* For details on cancellations due to Covid-19, please see General Terms & Conditions.

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.

Date: _____

Signature:

Included stand items

Individual stands / Umbrella stands (3+ companies sharing 1 stand)

from 9sqm company profile page within EFM online structures, full access to all online services, 1 sideboard (lockable), wall segments (white, height 250cm), basic lighting, electricity (power supply line and consumption), carpeting (red), signage, daily waste disposal and final cleaning, planning, construction and dismantling of the stand
for umbrella: wifi and badges (based on size)

Additional equipment* for individual stands

9-15 sqm 1 standard table, 4 standard chairs, 1 wifi code for 4 devices, 2 badges (market with online & festival)

16-30 sqm 1 closed office**, 1 cabinet/shelf/combined element, 2 standard tables, 8 standard chairs, 1 wifi code for 8 devices, 4 badges (market with online & festival)

31-55 sqm 2 closed offices**, wall segments, 1 cabinet/shelf/combined element, 3 standard tables, 12 standard chairs, 1 wifi code for 10 devices, 5 badges (market with online & festival)

as of 56 sqm 3 closed offices**, wall segments, 1 cabinet/shelf/combined element, 4 standard tables, 16 standard chairs, wifi and badges (based on size)

* Please note that furnishing is not included in the rental for umbrella stands and must be ordered separately.

** 3m x 3m max., not in front of Gropius Bau wall

Advertising packages will be available again upon request. Please contact efm-advertising@berlinale.de for further details. The EFM reserves the right to refuse advertising artwork not compatible with EFM regulations.

Please note: We will do our best to fulfill your requests in terms of stand size and location. However, the EFM reserves the right to make changes in size and location of stands at its own discretion.

General terms and conditions for stand/office rental at the EFM 2022

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 a different type of accreditation.

3. Data protection

Address and contact details submitted will be published in official festival and EFM publications, including the participants guide, 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.

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 Bear 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 after a payment reminder, 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 exhibitors 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) Staffing of physical stands/offices during the EFM

The EFM will take place from 10-17 February 2022. Stands/offices must be set up in time for the opening of the EFM. Dismantling cannot start before the last day of the EFM.

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

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.

e) Sharing a stand/sharing fee

The EFM permits companies to share an on-site 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 receive a company profile page, be listed separately in the participants guide, appear on on-site 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 on-site stand, a sharing fee of 250€ has to be paid by the main contractual partner.
- Each sharing company will receive a company profile page, be listed separately in the participants guide, appear on on-site 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 technical equipment, notebooks and other portable items. The EFM reserves the right to charge exhibitors for any damage to stand construction/offices, equipment and furniture caused by the 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 if EFM Covid 19 regulations can be met. 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, 2021.* 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, 2021, the compensation fee will be 50% of the total rental fee.* For any cancellation after December 15, 2021, the full amount of the rental fee will be due.*

* In contrast to other forces majeures where this is not applicable, the EFM will reimburse deposits for the onsite exhibition space made by the exhibitor in certain cases related to Covid-19:

a) cancellation of the event by the EFM

b) duly justified impossibility of the exhibitor to attend the EFM (leaving their own country/entering German territory).

Cancellations refer to the on-site exhibition part of the EFM only. They will always result in an only digital participation of the exhibitor including the respective fees, which are:

- for institutions: 2,000€ for a company profile page including one online market badge
- for sales companies: 460€ for a company profile page including one online market badge

7. Covid-19 Policy

Upon signature, the exhibitor agrees to the EFM's Covid-19 policies. Full policies will be made available closer to the market.

Please note that the EFM may expand or change its Covid-19 policies at any time to protect the health and safety of its attendees.

8. 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.

9. 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.

10. 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.