

Participation and business stipulations  
for the street festival "Carnival of Cultures 2023" from:  
Piranha Arts AG  
Kreuzbergstraße 30  
10965 Berlin

in the following called "organizer" for Carnival of Cultures 2023,  
called "festival"

#### **Article 1**

A binding rental contract is made between the organizer and the vendor. Only the organizer and the contract company "KETERING" are responsible for rental. Subletting is expressly forbidden. The vendor receives from the organizer the unique permission for selling the products and/or services listed in the rental contract. Permission applies only for the listed products and/or services. A change in product assortment requires the written permission of the organizer. For certain products (beer, in particular) the organizer reserves the right to prescribe minimum sales amounts in order to implement uniform prices.

#### **Article 2**

Under no circumstances may the vendor play any kind of recorded music or conduct any type of selling animation at his or her booth. Vendors who violate this condition will forfeit their security deposit of 500 euros. This money then remains with the organizer as the contract penalty agreed upon. Above and beyond this penalty, the vendor can be barred from festival participation for up to three years. In addition, the organizer has the right to terminate the contract without notice and to immediately bar the vendor from further participation in the festival.

#### **Article 3**

The vendor is not allowed to put up garden pavilions, wallpaper pasting tables or party tents. The use of single-coloured market umbrellas is allowed only with the previous agreement of the organizer.

#### **Article 4**

The vendor must comply with all official laws and regulations, in particular those regarding health and business. The vendor agrees to comply with all official regulations regarding food. These regulations can be obtained at the appropriate agencies. The organizer is not liable for effects arising from the vendor's non-compliance with regulations and laws. The rental fee is to be paid in full by the vendor, even if official permission by government agencies is not granted to the vendor because of the vendor's non-compliance with government regulations.

#### **Article 5**

The booth space ordered by the vendor will be reserved by the organizer according to the contract conditions. Fifty percent of the rental fee is due 14 days after contract conclusion and the rest 35 days before the festival begins. The rental fee can be paid either in cash or by bank transaction. The date when the payment is credited to the organizer's account is binding, not the date of payment commission. It is a major contract violation if the amount agreed upon is not credited to the organizer's account by the due date. This results in loss of the reserved booth space for the vendor. In this case, the vendor has no further claim and is still liable to pay the entire rental fee, even if the booth space is subsequently reserved for another vendor. Liability of the organizer is excluded. If the vendor does not use the reserved booth space, the vendor is still liable to pay the entire rental fee. Damage claims by the vendor, as covered by the law, are excluded. The organizer's rights as delineated by this contract are not affected.

#### **Article 6**

The cancellation of rented booth space is not possible, no matter what the reasons. The vendor has no claim to a refund or cancellation of the rental fee if the organizer must shorten or cancel the festival because of an act of God. The vendor has no claim to compensation, in whatever form, if the festival is not approved or is discontinued by the responsible government agency. This applies also when the responsible agency relocates the festival to another place. In this case the vendor is still liable to participate and to pay the agreed rental fee. The organizer informs the vendor either by telephone or by letter. The vendor recognizes this form of communication as binding. The festival is a "rain or shine" event and will not be cancelled or postponed due

to inclement weather. In the case of inclement weather, the vendor expressly acknowledges that no claim to a rebate exists. The vendor recognizes that planning and realization of the festival requires a secure budget, even in the case of shortening or cancellation of the festival. The vendor is conscious of the fact that this stipulation is meant as a special distribution of risk.

#### **Article 7**

The vendor is liable in full for all damage sustained by festival visitors or by the organizer through actions of the vendor. In case of doubt the vendor must prove that he or she is not guilty of negligent behaviour. The organizer is not liable for any damage whatsoever whether caused by acts of God or occurring without the fault of the organizer. The organizer is responsible only when gross negligence toward the vendor is proven. Additional claims by the vendor, of whatever type, are expressly excluded. Extra fees for rented booths are not part of this regulation and are therefore excluded.

#### **Article 8**

The vendor agrees to put up a sign at his or her booth or selling place that identifies the vendor with name, company name and company location. The actual location of the vendor's booth space is determined by the organizer. Booth space distribution is determined by the organizer according to the space available and in consideration of festival planning. The vendor may not specify his or her booth space location. The vendor may not change or leave his or her assigned location without the express permission of the organizer. Extensions and/or superstructures extending beyond the rented width and/or depth of the booth space are not allowed. The same applies to provision with seating areas, tables, etc. The vendor must remove these immediately when ordered to do so by the organizer. Extensions and/or superstructures must be registered and may require paying a fee. Switching booth locations with another vendor is not allowed without permission of the organizer.

#### **Article 9**

Depth of the stands / hangers/ standing tables  
The possible total depth of the stands, including all (also flying) constructions is clearly defined by a marking line. In the case of locations on the Bürgersteig, the curb (unless otherwise agreed) forms the front edge of the stand. Beyond this marking line or the curbstone, there may be no constructions by the stand operators or at any time. This means, for the Blücherstraße at the middle and at the Waterloo-Ufer (canal side) that the maximum depth, including all superstructures, should only be 3m. Local offenses will result in exclusion from the event.

#### **Article 10**

Within the framework of technical possibilities, the organizer is willing to supply the vendor with electricity and/or water, the costs accruing to the vendor. The vendor is expressly forbidden to set up independent sources of electricity (e.g. generators) and/or water. Infringements of this regulation will result in the immediate expulsion of the vendor from the festival. The organizer reserves the right to take legal action against the vendor for contempt of the law. Every vendor who has applied for electricity must supply a VDE-approved extension cord for exterior use of at least 50 meters length. This must be completely rolled out in order to prevent short circuits and overheating. Every vendor who has applied for water supply must bring a proper inlet and drain hose of at least 50 meters length. The vendor is liable for damage resulting from the vendor's water lines. The organizer cannot be made responsible for any type of electricity or water outages.

#### **Article 11**

The organizer's personnel must be obeyed unconditionally. Refusal to do so can lead to exclusion from the festival. The regulations for security and accident prevention must be strictly observed. This applies in particular for liquid-gas facilities, drink dispensing equipment, etc. Vendors using such facilities must supply fire extinguishers and keep them readily available. It can only be used reusable cups and drinking glasses or rented reusable cups from the company Kampen. Crockery can only be used with its own reusable plates and cutlery, or the palm leaf dishes and the wooden cutlery from Leef. Other cups or other disposable dishes will result in loss of the deposit. The vendor is required to supply his or her own dish-washing on the booth location. Dish-washing facilities must meet the requirements of the government Food Supervisory Office. Vendors not complying with these regulations forfeit their 500 euros security deposit as penalty agreed upon in the contract.

**Article 12**

The vendor is responsible for clean-up of his or her booth space and the immediate surroundings. This applies particularly for packaging material and cardboard from product delivery, etc. The vendor knows that the organizer has an agreement with a waste-disposal company concerning centralized waste disposal. The vendor must inquire about the requirements of central waste disposal. The vendor is bound by these requirements. The vendor is not allowed to undertake any other waste disposal not conforming to these requirements. In addition, the vendor is required to keep the booth location and the immediate surroundings free of waste. After every daily closing the booth location must be left in an orderly and clean condition. If the vendor does not meet these clean-up regulations, as will be determined by the organizer, then the vendor forfeits the security deposit of 500 euros as penalty agreed upon in this contract. For small amounts of trash the vendor may use the trash containers supplied by the organizer. The vendor will set up additional trash containers for which the vendor is responsible for proper disposal. Grease, oil and any other special waste must not be disposed of in the trash bins or in the sewer. For such special waste the organizer will supply oil containers. The vendor is answerable for any impairment to the environment. Any such impairment will result in legal action against the vendor.

**Article 13**

Parking on the festival location during opening times is generally not allowed. Violators will have their vehicles removed from the premises at their own cost. Parking on sidewalks and in driveways is also forbidden. In particular, parking on access roads results in immediate towage at the owner's expense. Access roads must always remain free for official vehicles. The vendor must remove his or her vehicle from the festival grounds at the latest 30 minutes before opening time. Access to the festivities is allowed only over specified roads. Only those vehicles may drive onto the festival grounds that clearly display the access permission of the organizer on the front windshield.

**Article 14**

The organizer is willing to rent out a booth to the vendor. The price for rental booths is not contained in the list of booth space rental prices. Rental of booths occurs at the risk of the vendor. The organizer is not liable for damage. The organizer is not liable for the condition of the rented objects.

**Article 15**

If the organizer has made facilities available or if the vendor has set up facilities on the festival location, or decorated the festival location, or portions thereof, then the vendor is not allowed to remove, modify, or cover up said facilities or decorations. Vendor decoration must be restricted to the vendor's own booth or booth space and must serve only advertising of the vendor, and not the presentation of companies or trade marks. A decoration of the immediate surroundings by the vendor is allowed only in agreement with the organizer. Any decorative elements must conform to the character of the festival. If the vendor infringes on these regulations, then the organizer's responsible personnel can require the immediate removal of decoration. The vendor's refusal can result in expulsion and exclusion from the festival. In case of justified expulsion the organizer is not liable for compensation.

**Article 16**

The vendor is required to appear on time. Vehicle access times must be observed exactly. Late appearance will prevent the vendor from driving onto the festival grounds. The vendor may close or take down his or her booth only after the festival has closed for the day. Exceptions are acts of God, official government orders, and storm warnings.

The organizer can cancel the festival in the case of urgent reasons. Such reasons include: civil commotion, storm warnings, and the like. As long as the organizer has acted responsibly, the organizer is not liable for damage claims because of cancellation or early closing of the festival.

The organizer will authorize a security firm to oversee and guard the festival grounds. The vendor recognizes that security personnel will not be able to continually guard each individual booth. The vendor will take responsibility for watching over his or her own booth. The organizer is not responsible for guarding each individual booth, but is limited to overseeing the festival location in general.

**Article 17**

Supplementary agreements are required in writing and must be signed by both vendor and organizer. Otherwise they are invalid. The vendor declares to have read all stipulations and recognizes these as legally binding. Should one or more stipulations between the parties to the contract be or become invalid, then this does not affect the validity of the rest of the contract. The contracting parties are obligated to replace the invalid stipulations with an agreement that they would have made had they known about the invalidity of the stipulations in question. This also applies for the case of stipulations requiring additional content. The place of jurisdiction is the district court in Berlin.