



**Terms and Conditions of FKP Scorpio Konzertproduktionen GmbH  
for rented accommodations on the Hurricane Festival and the Southside Festival.**

**1. Scope and contractors**

These terms refer to the rental of accommodations for the purpose of the overnight stay at the resort at the Hurricane or Southside Festival in the period from 06/18/2020 to 06/22/2020. The contract is concluded with the FKP Scorpio Konzertproduktionen GmbH. The FKP Scorpio Konzertproduktionen GmbH is referred to as a landlord and the respective customer as a tenant in these Terms and Conditions.

Underage tenants must provide a written consent letter of the legal representative to effectuate the legal transaction statement. When booking for an entire group, a person is liable for and acts as a representative of the other participants.

**2. Language**

The contract language is German.

**3. Offer and contract conclusion**

The individual domiciles are available, while supplies last. The offers on the following websites, [www.hurricane.de](http://www.hurricane.de) and [www.southside.de](http://www.southside.de), are non-binding and do not represent offers in the legal sense. Information given orally or by telephone merely represents non-binding information. Decisive for the content of the contract on the rental of domiciles, is the booking confirmation of the resort ticket given by FKP Scorpio Konzertproduktionen GmbH, which will be sent by post or email in addition to the festival pass and cover letter.

**4. Tickets/Passes (confirmation of renting the domicile)**

The resort ticket that has been delivered by mail or the email for the access to the resort area and the rental of one or more domiciles and the corresponding festival pass, represent the authorization to enter and use the domicile, as well as the resort and the festival. At the resort check-in, the festival pass and resort ticket are exchanged for wristbands and parking permits for the resort's car parking. The resort domicile is assigned at the front desk after showing the resort tickets.

**5. Prices and terms of payment for the festival tickets**

The domicile prices quoted include VAT.

Cancellation by the tenant of the concluded contract (the contract was concluded by sending the tickets by mail or email) requires the written consent of the landlord. If this does not occur, the ticket price still needs to be paid, even if the tenant does not use the contractual services or only partially uses them. The statutory rights of withdrawal (e.g. default or impossibility) remain unaffected.

If a cancellation is made with the prior written consent of the organizer, the following conditions apply:

For cancellations of the contract up to 42 calendar days before the rental is due, there will be a processing fee for cancellation of any domicile of 50.00 € in addition to the non-cancellable ticket portion in the amount of the resort ticket and festival pass price at the time. For cancellations up to 14 calendar days prior to arrival, 50% of the domicile fee of the contract amount is due. In case of later cancellation, or no show, or premature departure, a cancellation fee of 100% is due. There is no claim for compensation for unused rental days. The tenant is expressly declined to prove that the landlord has not suffered damages by the non-arrival or cancellation, or that this damage is less than the amount payable for cancellation, or the withheld rent.

The landlord reserves the right to cancel up to 14 calendar days before the start of the rental, if insufficient bookings are received. In this case, payments already made will be refunded in full.

In case of cancellation of the event prior to the lease of the rental property by the tenant, the tenant will receive a refund of the domicile share of the contract sum. The refund is based on the reimbursement arrangements of combined tickets that are communicated in the case of the cancellation of the event.

If there is a cancellation after the arrival of the tenant in the property, no refund of the domicile share will be given.

## **6. Deposit**

For the use of the property, a deposit of 150.00 € per domicile is charged, which must be paid at the reception in cash or by debit card. Any damages that are found during the return delivery of the domicile will be deducted from the deposit. The liability of the tenant because of material damages incurred by the tenant (the tenant is also liable for damages caused by people traveling with), is equal to the intrinsic value of the damage, even if it exceeds the total amount left for deposit.

Excluded from this liability are damages caused by weather typical circumstances and damages (e.g. caused by thunderstorms or hail). If the property is not cleaned by the tenant after having soiled it, a cleaning fee may be deducted from the deposit as stated on the price list.

## **7. Rented domicile**

The domicile (object for rental) is provided for a maximum of 4 nights from the beginning of the festival. On arrival, the tenant can claim the object for rental at the earliest from the official opening of the camping grounds. On the day of departure, the object for rental needs to be made available again the latest by 12.00 p.m.

All rented objects remain property of the landlord. The domiciles are provided with an inventory which is to be treated carefully at any point of time.

All units are non-smoking. Any change to the properties is prohibited from tenants; the tenant is also forbidden to move the location of the tent arbitrarily. The corresponding cost to restore the original state shall be borne by the tenant.

The rented equipment must be checked prior to the takeover by the tenant. If no check is carried out by the tenant, he acknowledges the examination by the landlord. Later notices of defects are excluded and will not be accepted by the landlord.

Claims for damages by the tenant of any kind and for whatever legal reason whatsoever, whether direct or indirect damage, damage to property or personal injury, are excluded, unless the landlord acts in negligence or with intent. The landlord is not liable in cases of force majeure.

The landlord is not liable for loss or damage of items brought along by the tenants, including cars.

The guest bears the sole risk of liability for cash and valuables, which he leaves in the domicile, and can't raise liability claims against the landlord because of loss, destruction, or damage of valuables in the domicile.

## **8. Object of rent**

The tenant is obliged to comply with the applicable regulations (house rules, parking regulations). By using the domicile, the tenant recognizes the rules of the festival as binding. Should the tenant use of the domicile as sublets, overcrowd it, use the property for other than lodging purposes, disturb the house peace, etc., as well as not pay the festival passes or parts thereof, the contract may be terminated without notice.

## **9. Other provisions**

If any provision of these terms is invalid, the remaining provisions shall remain unaffected. The invalid provision shall be replaced by one which comes closest as to the meaning and purpose of the ineffective provision in a legally effective manner. The same applies to possible regulation gaps.

The landlord reserves the right to modify these terms at any time without giving reasons. This change shall be published on the website. If a tenant does not contradict the validity of the new terms within two weeks after the change, the amended terms shall be deemed accepted.

## **10. Electricity**

Power connectors are restricted to a maximum power of 1000 watts per socket for safety reasons. The electricity is produced locally and is therefore susceptible to interference and voltage variations. The landlord accepts no liability for the use of the power source and for any defects in equipment caused by voltage fluctuations or outages. With the purchase of the power connector, the tenant confirms to have knowledge to safely and responsibly use the power connector.

The tenant is expressly obliged to protect the power supply from liquids of any kind, and is obliged to report to the resort management promptly in case of any problems with the power connector. The connection of multiple sockets is not permitted.

The landlord reserves the right to (temporarily) interrupt the power supply in case of extreme weather conditions or in case of security reasons.

## **11. Wi-Fi**

The landlord provides each guest in a domicile with one Wi-Fi ticket. Per ticket, one Wi-Fi enabled device can access the internet at most. The landlord also provides the Wi-Fi network on "greenfield sites" and cannot guarantee a 100% functioning wireless network for the entire time. The landlord does not accept any liability for any temporary failures of the wireless network or the internet connection.

The landlord can totally, partially or temporarily restrict or exclude the internet of the tenant. At the landlord's discretion, and at any time, the landlord can restrict access to certain sites or services via the wireless lock (e.g. violence, porn, or paid pages).

The landlord points out that the traffic produced by using the internet network might be unencrypted under certain circumstances. The data may therefore be viewed by third parties. The wireless network only allows access to the internet. The contents retrieved are not verified by the landlord, in particular he cannot be liable for malicious software (viruses, trojans, worms or the like). The landlord would like to emphasize that there is a risk that malicious software may be acquired when using the Wi-Fi network on mobile device. Use of the internet network is at the own risk of the tenant.

All access data made available (user names, passwords, character combinations) are intended only for personal use of the tenant, and may not be disclosed to third parties. The tenant is obliged to keep his access data secret.

The tenant agrees to comply with the law in force when using the internet, which includes the data used in paid services and incurred legal transactions of the Wi-Fi network. The tenant agrees in particular:

- not to use the wireless network for the dissemination and retrieval of immoral or illegal content;
- not to reproduce any copyrighted goods illegally, spreading or making it accessible;
- to observe the applicable youth protection regulations;
- not to send any harassing, libelous or threatening content or to distribute it;
- and not to use the internet network for sending mass messages (spam) and/or other forms of inappropriate advertising use

## **12. Legal relationship**

The legal relationships governed by German law.

As at: 5<sup>th</sup> September 2019