



**Terms and Conditions of FKP Scorpio Konzertproduktionen GmbH  
for the additional product "Trailer Park Power Claim" on the Hurricane Festival and the Southside Festival.**

**1. Scope and contractors**

The terms refer to the purchase of the additional product „Trailer Park Power Claim“, which includes the rent of an approximately 32 square meters, reserved space and the rent of a power connection (up to 2,000 watts). This additional product is to be considered as an upgrade to the Trailer Park badge and valid on-site from the first day of arrival until the last departure day.

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 product is available, while stocks last. This 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 (additional) products, is the booking confirmation for the upgrade-ticket given by the landlord, which will be sent by post or email in addition to the Trailer Park badge.

**4. Ticket (confirmation on renting the upgrade)**

The badge that has been delivered by mail or email for the rental of the Power Claim and the corresponding Trailer Park badge, represent the entrance permission for the specific rented space (Power Claim) as well as the claim to one power slot. At the access to the Trailer Park the Trailer Park badge as well as the Power Claim badge need to be clearly visible shown in the windscreen. According to the Power Claim badge number, the trailer park attendants instruct the Trailer Park Power Claim guest to the right Claim. The Power Claim badge only remains valid in combination with a festival pass as well as a Trailer Park badge. The Trailer Park Power Claim non-transferable and the assigned plot cannot be changed after purchase.

**5. Prices and terms of payment for the upgrade-product „Trailer Park Power Claim“**

The upgrade-prices quoted include VAT. Withdraw from the closed contract by the tenant (the contract was closed by sending the tickets/badges by mail) requires the written consent of the landlord. If this does not occur, the ticket price still must be paid even if the tenant does not in total or partially use the contractual services. The statutory rights of withdrawal (e.g. default or impossibility) remain unaffected. If a cancellation is made with prior written consent of the landlord, the following conditions apply:

For contract withdrawal up to 42 calendar days before the rental is due, there will be a processing fee of € 50.00 due for cancellation. For contract termination up to 14 days prior to arrival, 50% of the upgrade-share of the contract amount is due. In case of a later termination or no show 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 no-show 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 total. In case of cancellation of the event by the landlord prior to the lease of the rental property by the tenant, the tenant will receive a prorated refund of the contract sum (share of the Trailer Park Power Claim). The refund of the ticket-share will be made based on the reimbursement arrangements of the festival passes that are communicated in case of cancelling the event, except if at this time a different refund scheme is communicated regarding additional products. If cancellation takes place after utilisation of the Power Claim by the tenant no refund of the upgrade-share will be granted.

## **6. Deposit**

For the use of the Power Claim and the associated power connection, a deposit of € 50.00 per claim will be charged, which must be paid with the purchase of the product. The deposit will be refunded after the event, if the Claim is cleared up and left without damage at the area, as well as the power slot on the unit shows no damage. The tenant's liability for defects caused by the tenant exists to the extent of the value, even if these exceeds the overall deposit value. The tenant is also liable for damage caused by accompanying persons. Excluded from this liability are weathering typical soiling and damage (such as thunderstorms or hail). If there is no garbage disposal on the space by the tenant before departure, the previously paid deposit will be retained 100%.

## **7. Rented „Trailer Park Power Claim“**

The Trailer Park Power Claim is rented for a maximum of 4 overnight stays from the start of the festival. On the day of arrival, the tenant can move into the area at the earliest for official opening of the camping sites. On the day of departure, the area must be made available no later than 12.00 am. Claims for damages of the tenant of any kind and for whatever legal reason whatsoever, irrespective of whether direct or indirect damages, material damage or personal injury, are excluded unless gross negligence or intent by the landlord exists. The landlord is not liable in cases of force majeure. The landlord is not liable for loss or damage to items brought by the tenant, including cars.

## **8. Object of rent**

The tenant is obligated to comply with the applicable regulations (house rules, parking regulations). This especially counts for the specified sleeping hours. A through the power supply possible public address by stereo systems and other technical means is permitted by day, but must be regulated on instruction give by the attendants. By night, a public address expressly prohibited. In case of failure to comply with these rules, the landlord reserves the right to a warning of the permanent or temporary exclusion from the event (see house rules). By utilisation the tenant accepts the rules put up and effective for the festival as binding. In case in which the terms of the usage of rented objects such as sublease, usage of the power supply for other purposes than powering the trailer, disturbances of the house-peace etc. is contrary to contract, as well as in cases of non-payment of festival passes or parts thereof, the contract ca be terminated by the landlord without previous notice.

## **9. Other provisions**

If any regulations of these Terms and Conditions is ineffective, the remaining regulations remain unaffected. The ineffective regulation shall be deemed to be replaced by one that comes closest to the meaning and purpose of the invalid regulation in a legally effective manner. The same applies to possible regulatory gaps. The landlord reserves the right to change these terms and conditions at any time and without indicating the reasons. This change will be announced on the website. If a tenant does not object to the validity of the new Terms and Conditions within 14 calendar days of the change, the changed Terms and Conditions shall be regarded as accepted.

## **10. Electricity**

The landlord provides the power connection. An appropriate cable (16-amp, 2.5 mm<sup>2</sup> cable cross section) is to be brought by the tenant. Power connections are limited to a maximum of 2,000 watts per connection for safety reasons. The electricity is generated locally and is therefore susceptible to disturbances and voltage fluctuations. The landlord assumes not liability for the usage of the power source and for any defects in equipment caused by voltage fluctuations or power failures. With the purchase of the power connection the tenant confirms to have enough knowledge to use the power supply safely and responsibly. The tenant is expressly obliged to protect the power connection from liquids of any kind as well as to report any problems with the power connection without delay to an attendant present on site. The unauthorised connection of multiple sockets is not permitted. The landlord reserves the right to interrupt the power supply in extreme weather conditions or for security reasons (temporarily).

## **11. Legal relationship**

The legal relationships governed by German law.