

# General Terms and Conditions for rentals

## Applicability

The following provisions apply to the letting of tracks, sites, rooms as well as other facilities and objects on the premises of Driving Safety Center 1 (FSZ 1) and Driving Safety Center 2 (FSZ 2) by the Fahrsicherheitszentrum am Nürburgring GmbH & Co KG, for own use or for the organisation of an event and the provision of further related services by the lessee. The Fahrsicherheitszentrum am Nürburgring GmbH & Co. KG is hereinafter referred to as „FSZN“.

The lessee's terms and conditions shall only apply if they have been expressly agreed upon in advance.

## 1. Conclusion of contract, contract party

1.1. The contract is concluded by submission of an offer by the FSZN on request of the customer and acceptance of the offer (booking confirmation) by the customer. The contractual partners are the customer as lessee and the FSZN.

1.2. The FSZN's website, its brochures and other advertising as well as the FSZN's references to events, do not contain an offer to conclude a contract, but rather an invitation to the lessee to submit an offer.

1.3. If the lessee is not the organiser, the lessee undertakes to pass on jointly and severally all obligations arising from this contract and the General Terms and Conditions to the organiser.

1.4. Transport to the event location and/or possible accommodation services are not included in the services provided by the FSZN, unless explicitly agreed. The respective costs are to be borne by the lessee himself.

## 2. Liability

2.1. The FSZN shall be liable without limitation for damages to life, body and health, which occur due to a deliberate or negligent breach of duty on the part of the FSZN, its legal representatives or its vicarious agents. In addition, there is only a liability for damages that are based on intentional or grossly negligent breaches of contract as well as malice on the part of the FSZN, its legal representatives or vicarious agents.

2.2. Furthermore, the FSZN shall only be liable for damages caused by simple negligence, as far as this negligence concerns the violation of such essential contractual obligations, the fulfilment of which makes the proper execution of the contract possible in the first place and on the compliance of which the lessee relies and may rely. However, the FSZN shall only be liable to the extent that the damages are typically associated with the contract and foreseeable.

2.3. Any further liability of the FSZN is excluded. Where such liability of the FSZN is excluded or limited, this also applies to the personal liability of its employees, staff, representatives or vicarious agents.

2.4. Otherwise, the lessee undertakes to inform the FSZN in good time of the possibility that an extraordinary damage might be caused.

2.5. In the case of site rentals, the FSZN does not enter into a legal transaction with the lessee's event participants. The lessee indemnifies the FSZN from all claims that event participants or other third parties assert against the FSZN in connection with the event, in particular with regard to the announcement, organisation and implementation of the event. The FSZN shall not bear liability for any damage arising from force majeure that is caused to the lessee or the participants.

## 3. Services, prices, payment

3.1. The FSZN is obliged to provide the services ordered by the lessee and contractually promised by the FSZN.

3.2. The lessee is obliged to pay the prices agreed for the services to the FSZN within the agreed deadlines. This also applies to services and expenses that the FSZN provided for the lessee to third parties in connection with the event.

3.3. The agreed prices include the respective statutory value added tax, currently 19 %, unless expressly stated otherwise.

3.4. 50 % of the agreed price shall be due at the latest 30 days before the first day of the rental on the invoice issued by the FSZN. The remaining 50 % are due at the latest by the first day of the rent on receipt of the invoice. If the agreed payments are not settled in full before the start of the rental period, the FSZN reserves the right to refuse the rental.

Variable and additional costs, the amount of which, for example, is only known after the rental has been completed (e.g. catering etc.), also require an advance payment to be agreed respectively and individually and will be invoiced conclusively after the rental period, allowing for payments on account.

3.5. In case of default, the FSZN is entitled to charge reminder costs to the overall amount of 7,00.- Euro. The lessee is expressly entitled to constitute evidence that no damage has incurred at all or that the damage is significantly below the lump sum.

## 4. Rental

4.1. The subletting or further letting of the rented tracks, sites, rooms as well as other facilities and objects is only permitted with the prior written consent of the FSZN.

4.2. The lessee is only entitled to use all rented tracks, sites, rooms as well as other facilities and objects of the FSZN in accordance with the contractually agreed purpose and within the scope of the applicable statutory provisions and official regulations (such as the German StVO, StVZO, VStättVO Rheinl.-Pf., LBauO Rheinl.-Pf., LuftVO etc.).

In particular, the lessee must ensure that the rented site is only used by vehicles equipped with a standard exhaust of the respective manufacturer - irrespective of the registration of the vehicles - which does not exceed a maximum full load sound power level of 130 dB(A). Pursuant to the near field measurement method this corresponds to a maximum sound power of 98 dB(A). Noise emissions will be determined by monitoring where appropriate. Customers with vehicles exceeding this noise level shall be excluded from training.

4.3. The lessee is obliged to inspect the proper condition of the premises, objects and equipment before the start of the rental period. A detected defect must be reported to the FSZN immediately before the start of the event and documented in writing. Otherwise the lessee shall be excluded with such objections.

**4.4.** In the event of any interference with the performance of the obligation, the lessee shall be obliged to do everything he can be reasonably expected to help rectify the disruption and/or to keep the damage that may arise as low as possible. The lessee shall, in particular, be obliged to inform the FSZN immediately of any complaints and to enable the remedy.

**4.5.** Services not agreed in the booking confirmation, which are subsequently provided by the FSZN at the request of the lessee, or additional expenses caused by incorrect information provided by the lessee at the time of the conclusion of the contract, will be additionally charged to the lessee based on the initial contract respectively the initial booking costs.

**4.6.** The FSZN will provide the lessee with keys and/or radio equipment where appropriate. Handing over and return will respectively be documented in writing. The lessee shall be liable for loss or damage to the keys and/or radio equipment. Lost keys result in partial or complete replacement of the locking system at the expense of the lessee.

**4.7.** The washing of vehicles is prohibited on the entire premises of the FSZN.

**4.8.** Repairs to vehicles that may cause fluid leaks of any kind are prohibited on the premises of the FSZN.

**4.9.** Any waste produced shall be disposed of by the lessee and this within the rental period by himself and at his own expense. Should the waste not have been disposed of by the lessee by the end of the rental period, the FSZN shall be entitled to do so itself without prior warning and setting a deadline, and to charge the lessee for the costs incurred.

**4.10.** Cleaning of the rented premises before and after an event is included in the agreed rental price. However, the FSZN reserves the right to charge the customer for any additional costs incurred for cleaning in the case of events extreme soiling (such as award ceremonies with Champagne or confetti showers etc.).

**4.11.** Before the start of the rental period, the lessee undertakes to inform the staff he involves (e.g. instructors, photographers, assistants, etc.) as to the safety zones of the individual tracks and to have this information and the strict observance thereof countersigned by the staff. For this purpose, FSZN will provide the lessee a "Safety Zone Form" before the start of the rental period, the receipt of which he must confirm in writing.

**4.12.** The slippery surfaces of the tracks shall only be used when watered.

**4.13.** Drifting is only permitted on specific tracks with the prior written consent of the FSZN.

**4.14.** Activities damaging the asphalt (e. g. burnouts, donuts, tent fixings etc.) are not permitted.

**4.15.** When booking a complete FSZN site, the lessee shall be entitled to place his own advertising on the site and in the premises. However, existing permanent advertising of the FSZN sponsors shall not be taken down or hidden. In the case of partial site rentals, the lessee shall have to request the FSZN, where appropriate, which advertising may be placed and where exactly this is permitted.

The FSZN will decide according to the capacity utilisation of the day. However, there is no automatic entitlement to any such request.

**4.16.** The lessee shall remove the advertising he affixed without residue. Assembly and disassembly must occur within the rental period.

**4.17.** The lessee must ensure that the vehicles used by him or his event participants are washed by him or his participants after the end of the event in order to avoid possible water stains.

Generally, water stains are not to be expected thanks to water recovery in the water obstacles of the training tracks, however, they cannot be excluded, which is expressly pointed out. The FSZN assumes no liability in this respect.

## **5. Rental period**

**5.1.** The contractually agreed total rental period and its specific hours must be strictly adhered to by the lessee. Exceedances pose a serious risk to the maintenance of the operating licence, particularly if applicable noise protection requirements are not respected.

**5.2.** The permissible daily operating hours on the premises of the FSZN are defined as follows: Training hours from 7.00 a.m. to 10.00 p.m. These times must be strictly adhered to.

**5.3.** The contractually agreed rental periods comprise the set-up times of the rented tracks, premises, rooms and other facilities and objects as well as the time needed for handover and acceptance of the same.

**5.4.** In the case of partial site rentals, the lessee is obliged to adhere to the time schedules and track occupancies as determined by the FSZN. The FSZN sets up a daily booking schedule for this purpose. This schedule shall be handed over to the lessee in the morning of the respective rental day.

**5.5.** If the contractually agreed rental period is exceeded nevertheless, an additional rental fee will be charged proportionately (total price divided by agreed number of hours = amount per hour). In addition, the lessee shall bear any further economic loss arising to the FSZN as well as the additional costs and damages incurred by a subsequent lessee and claimed against the FSZN if the rental period is exceeded.

## **6. Lessee's liability for damages, indemnity**

**6.1.** The lessee is liable for damages caused to buildings, training grounds (e.g. crash barriers, green areas, etc.) and inventory by him, his event participants or visitors, employees or other third parties attributable to him.

Any damage caused during the rental period on the premises and in the buildings of the FSZN shall be immediately reported to the FSZN and documented in writing.

**6.2.** The FSZN is entitled to demand that the lessee provides appropriate securities (e.g. insurances, deposits, guarantees, etc.).

**6.3.** The lessee indemnifies the FSZN from all claims of third parties of any kind for violation of their rights. The indemnity obligation also includes the obligation to fully indemnify the FSZN from legal defence costs (e.g. court and attorney's fees) as well as to compensate the FSZN for any further damage caused by the claim.

## **7. Organiser's liability insurance**

The lessee is obliged to take out sufficient organiser's liability insurance for his event with cover for

- event-related personal injury and property damage amounting to at least 5 million Euro
- event-related financial losses amounting to at least 1 million Euro

and to prove to the FSZN that such insurance exists before the start of the rental period.

## **8. Loss or damage to items brought in, obligation to vacate the premises**

**8.1.** Any of the lessee's and his event participants' exhibition equipment, decoration or other, including personal items, are brought in the event rooms and the premises of the FSZN at the lessee's and his event participants' risk. The FSZN is only liable for loss, destruction or damage caused intentionally or by gross negligence on the part of the FSZN.

**8.2.** Any exhibition or decoration equipment or the like that is brought in shall conform to fire prevention regulations and other safety requirements. The FSZN is entitled to demand official evidence. Due to potential damage, the installation and attachment of such items shall be coordinated in advance with the FSZN.

**8.3.** Any exhibition equipment, decoration or other brought in shall be removed completely by the lessee before the end of the contractually agreed rental period. If the lessee fails to do so, the FSZN is entitled to remove and/or store and/or dispose of the goods at the expense of the lessee without prior warning and by setting a deadline. If items belonging to the lessee or his event participants are left in the event room or within the training tracks, the FSZN shall be entitled to charge further rental charges for the duration of the period of time during which the goods remain on the FSZN premises. The lessee shall reimburse the costs of removal and any possible damage caused by installation or removal.

## **9. Catering Right**

Catering rights on the premises of the FSZN are held by Mr. Patrizio Persiani, Alte Poststraße 36, 53518 Adenau, Mail: [pauilymonika@yahoo.de](mailto:pauilymonika@yahoo.de), Phone: 02691/922053. It is therefore not permitted to bring food and drinks and to use a third-party caterer.

## **10. External services, technical equipment and connections**

**10.1.** Insofar as the FSZN procures external services (e.g. car rentals, site rentals, trophies, accommodation, catering, etc.) and/or technical and other equipment from third parties for the lessee and at the lessee's request, it acts in the name, on behalf and for the account of the lessee. In this case, the terms and conditions of the respective supplier/third party apply, which shall be handed over to the lessee at the latest upon agreement on the external services.

**10.2.** The lessee is liable for the careful treatment and proper return of the objects and equipment provided. The lessee shall indemnify the FSZN from all claims of third parties, without regard to their type, arising from the provision of these objects and equipment. The indemnity obligation also includes the obligation to fully indemnify the FSZN from legal defence costs (e.g. court and attorney's fees) as well as to compensate the FSZN for any further damage caused by the claim.

**10.3.** The operation of the lessee's own electrical equipment while using FSZN's infrastructure (e.g. power supply network, telecommunications) or infrastructure of FSZN's contractual partners (e.g. Telekom, innogy, etc.) requires the written consent of the FSZN and its contractual partners. Any fault or damage to the technical equipment of the FSZN or to that of its contractual partners arising from the use of such brought in devices shall be borne by the lessee if the FSZN or its contractual partners are not responsible for them. The FSZN or its contractual partners shall be entitled to charge any electricity expenses arising from such use on a flat-rate or a specific basis after prior agreement.

**10.4.** The lessee is only entitled to use his own telephone, fax and data transmission facilities with the written consent of the FSZN. The FSZN may charge a connection fee for this.

**10.5.** Any fault or damage to technical or other equipment provided by the FSZN or its contractual partners shall be remedied immediately where possible.

## **11. FSZN's right of rescission**

**11.1.** Where good cause exists to do so, the FSZN has a right of rescission. A good cause exists in particular:

- a) if the first advance payment as set out in 3.4. is not made, even after a reasonable extension set by the FSZN with threat of refusal has expired.
- b) if, in the opinion of the FSZN, the weather conditions do not allow the lease purpose to take place without risk to participants or vehicles.
- c) in the event of a case of force majeure, e.g. natural disasters, terrorism, etc., which make an training impossible or present too big a threat to participants or vehicles.
- d) if the rescheduling of a major Nürburgring event or new insertion of a major Nürburgring event do so require. In such cases, the date can be cancelled up to three months before the planned date of the event.
- e) if events are booked by the lessee under misleading or false information of essential facts, e.g. regarding the lessee himself or the purpose.
- f) if the FSZN has reasonable grounds to believe that the lessee's event may jeopardise the smooth operation, security or public reputation of the FSZN, without this being attributable to the sphere of control or organisation of the FSZN.
- g) in the event of significant non-compliances, by the lessee, with his material obligations under the contract or under these General Terms and Conditions that make a continuation of the contract unacceptable to the FSZN.

**11.2.** In the above-mentioned cases of items 11.1. b) to 11.1. d), the FSZN will inform the lessee immediately after it gains knowledge of such circumstances and will refund the rental price in these cases. However, the lessee must allow the deduction of services already rendered. Should an event have started already and be cancelled when more than 3/4 of the anticipated duration of the rental period has elapsed without any fault on the part of the FSZN, no pro-rata refund of the rental price will occur. In the case of items 11.1. a) and 11.1. e) to 11.1. g), the lessee shall be obliged to provide compensation for losses.

**11.3.** Any FSZN liability depends on the type and scope as mentioned in item 2 of these terms and conditions.

## **12. Cancellation possibility for the lessee**

**12.1.** The lessee is given the opportunity to withdraw from the contract without specification under the following conditions: On cancellation occurring before the start of the rental period, the following cancellation fees shall become due:

- until the 60th day before the start of the rental period 10 % of the order value
- between the 59th and 16th day before the start of the rental period 60 % of the order value
- between the 15th and 6th day before the start of the rental period 80 % of the order value
- between the 5th and 1st day before the start of the rental period 90 % of the order value
- On non-appearance 100% of the order value shall become due.

**12.2.** The lessee is expressly entitled to constitute evidence that no damage has incurred at all or that the damage is significantly below the lump sums under 12.1.

**12.3.** Cancellation must be made in writing by post, fax or e-mail. The timeliness of the cancellation is determined by its receipt by the FSZN. The receipt of the cancellation declaration will be confirmed in writing by the FSZN and cancellation fees will be invoiced immediately.

### **13. Privacy policy**

Personal data made available by the lessee shall only be used to answer inquiries, to process concluded contracts and for technical administration. Personal data will only be passed on or otherwise transferred to third parties if this reveals necessary for the purpose of contract processing and service provision by the FSZN or if the lessee or his participants have given prior consent. A given consent can be revoked by the lessee or his event participants at any time with effect for the future. Personal data is exclusively collected, processed, transmitted and stored within the scope of the applicable legal provisions. Further information is contained in our privacy policy and can be downloaded at [www.fszn.de/datenschutz](http://www.fszn.de/datenschutz).

### **14. Making of photographs and film recordings**

**14.1.** Photographs and film recordings made within the frame of the rental shall be registered by the lessee with the FSZN at least 3 working days before the start of the rental, stating the intended purpose, and are always subject to approval by the FSZN. For this purpose, the corresponding application form of the FSZN shall be used, which is made available on request.

**14.2.** If the photographic and film material produced in the course of the rental is produced and used for advertising, commercial and industrial purposes (e.g. product marketing), its use is subject to a fee and requires prior inspection and written approval by the FSZN.

**14.3.** The use of the airspace above the FSZN premises (e.g. by drones) during the rental period requires prior agreement between the lessee and the FSZN and shall only be permitted in compliance with administrative regulations and legal provisions.

**14.4.** In particular, it should be noted that the ascent of an unmanned aerial vehicle without/with a combustion engine of any total mass for the purpose of taking aerial photographs always requires the prior issue of an ascent permission in accordance with section 16 first subsection no. 7 of the German Air Traffic Regulations (*LuftVO*). Ascent permissions for a drone ascent are compulsory and shall be obtained from the Landesamt für Mobilität, Air Transport Section, at least 2 weeks before the planned ascent. The respective application forms are available on the Internet under:

<https://lbn.rlp.de/de/themen/luftverkehr/drohnen-uas-modellflug/>

**14.5.** The lessee undertakes to inform all event participants - whether active or passive - prior to the start of their respective event that the FSZN may record photographs, make sound and film recordings of the lessee's event, to which the lessee expressly consents upon conclusion of the rental agreement. If the event participants agree, the FSZN would be entitled to dispose of this material free of charge, in particular to use it for its own advertising purposes within the scope of the legal requirements.

**14.6.** The lessee undertakes to ask all event participants - whether active or passive - before the start of the event and to make them sign whether or not they agree with the above-mentioned regulation in item 14.5. The FSZN shall be informed immediately and in full about denied declarations of consent in order to ensure that they are observed. A copy of the list of declarations of consent including the signatures must be handed over to the FSZN before the start of the event.

**14.7.** The domestic authority is superior to any other agreements made by lessees on the FSZN event premises.

### **15. Final provisions**

**15.1.** Place of payment is the registered office of the FSZN.

**15.2.** Should new General Terms and Conditions be introduced, all previously published shall become void.

**15.3.** German law shall apply excluding the provisions of the law on conflict of laws under international private law and excluding the provisions of the UN Sales Convention. If the lessee is a natural person who concludes the legal transaction for purposes that can predominantly be attributed neither to his commercial nor his independent professional activity, this choice of law shall only apply insofar as the lessee is not thereby deprived of the protection granted by mandatory provisions of the state in which he has his habitual residence.

**15.4.** If the lessee does not have a general place of jurisdiction in Germany or in another EU member state, or if he is a merchant or a legal person under public law or if he has moved his permanent residence abroad after these General Terms and Conditions have come into effect or if his residence or usual place of abode is unknown at the time of bringing the action, the exclusive place of jurisdiction for all disputes arising from this contract shall be the registered office of the FSZN. In the case of mutual commercial transactions, the registered office of the FSZN is the sole place of jurisdiction.

**15.5.** Should individual provisions of these terms and conditions be void, this shall not affect the validity of the remaining provisions. The ineffective, impracticable or missing provision shall be replaced by an appropriate provision that the parties would reasonably have agreed upon if they had been aware of the ineffectiveness, unenforceability or incompleteness. In all other respects the statutory provisions shall apply.

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