

## General Terms of Contract Biker Days Basel

### **1 Stand operation**

- 1.1 Marketyzer GmbH, the organizer of Biker Days Basel (hereinafter referred to as the organizer), will provide the partner (stand operator, sponsor, etc.) with the space shown in the situation plan for the duration of Biker Days Basel (3 days). The stand charges depend on the size and the type of goods sold according to the separate contract.
- 1.2 The Partner undertakes to operate the stand for the entire duration of Biker Days Basel and to keep it open, set up and staffed during the operating hours. For details see 9.3
- 1.3 The partner shall provide sufficient lighting, furniture and decoration for his stand.
- 1.4 All installations (barbecue, sales tables, seats, refrigerators, material depots etc.) must be accommodated within the ordered space size. Additional space requirements outside of the ordered floor space cannot be guaranteed afterwards and will be billed directly on site.
- 1.5 The Partner is prohibited from renting the stand to third parties (in part or in full).
- 1.6 The Partner accepts that his contact data is passed on to suppliers and partners for the purpose of establishing contact.
- 1.7 The sale of fake (branded) items is prohibited.
- 1.8 The sale of toys or imitation weapons is prohibited because of the weapon set.
- 1.9 All employees and auxiliary staff of the partner must have a valid work permit (including insurance cover against accidents at work).

### **2 Beverage sale: waste concept / central warehouse / sales prices**

- 2.1 The waste concept of Biker Days Basel must be adhered to. Details will follow in a later mailing to all stand operators.
- 2.2 All beverages sold at Biker Days Basel (alcohol-free beverages, beer, wine, sparkling wine, spirits, energy drinks etc.) may only be obtained from the official beverage partner at the central warehouse on site. Purchasing is not allowed.
- 2.3 The list of the definitive range of beverages and the prescribed minimum prices follows approximately at the end of May. This document is an integral part of the contract.
- 2.4 Bare elements, buffet tables, refrigerators and refrigerated trolleys must not contain a competition copy of our official beverage partners.
- 2.5 Flow coolers must be rented by the organizer at the official beverage partner. Refrigerators, refrigerated trolleys and buffet tables can be rented by the organizer to the official drink partner at the usual prices.
- 2.6 The serving of alcoholic beverages to minors, drunks, mentally ill as well as to alcohol/drug addicts is prohibited. The legal regulations must be respected and the prevention sheet (serving prohibition of alcohol to young people) must be clearly visible on the front side of the bar.

### **3 Sale of food**

- 3.1 For food special hygiene regulations are applicable. The hygiene regulations of the city of Basel are an integral part of the contract.
- 3.2 The Food Inspectorate of the city of Basel will carry out inspections on the spot. If the food inspection discovers violations of the hygiene regulations, the stand can be closed immediately or be fined by the food inspectorate.

### **4 Advertising / Sponsoring**

- 4.1 Advertising and sponsoring at Biker Days Basel terrain is reserved exclusively for the organizer. Partners are not allowed to make any advertising or sponsoring agreements directly or indirectly and not to grant any advertising and sponsoring events (brochures, flyers, product promotions, etc.). Interested parties for advertising and sponsoring appearances are to be forwarded to the organizer and approved by the organizer.
- 4.2 Distributing flyers is prohibited on the entire area of Biker Days Basel terrain. Advertising material may be distributed and placed on its own stand.

- 4.3 The organizer enters into various agreements with advertising partners. It is therefore forbidden for the partner to offer or to advertise competitors' products (also applies to infrastructure such as tents or refrigerators, bars, etc.). The organizer informs the partner in time of which companies have entered into an advertising partnership with the organizer.

## **5 Cleaning and cleanliness, road and floor coverings**

- 5.1 The partner is responsible for the tidiness in his place.
- 5.2 The floor inside the stand (especially with oil or grill) must be protected against fire and oil.
- 5.3 Each partner must ensure their own waste disposal. At every sales stand the organizer will have enough waste bags or other waste containers. The partner is also responsible for the ongoing emptying of these waste containers into the central press container.
- 5.4 Every day, immediately after sale, the stand has to be "cleaned" and the waste must be swept BEFORE the stand in the middle of the street so that the cleaning machines can pick it up.
- 5.5 The partner assumes full liability for all contamination and damage (for example due to oil or water stains and their consequential damage). The organizer reserves the right to charge any additional costs incurred for the cleaning subsequently.
- 5.6 The old oil must be disposed of separately and NOT be disposed of in the sewerage system / WCs / laundries or in nature. The costs incurred in the case of an infringement shall be charged to the partner (including fees and penance).

## **6 Electricity**

- 6.1 The power supply is made via central distribution points. Necessary extension cables, double or multiple plugs, etc. for the final distribution must bring the partners themselves.
- 6.2 Battery drives or private generators are not permitted during the official opening hours.
- 6.3 For your safety and support, electricians will be on site during the entire event. They can be contacted directly or via organizer.
- 6.4 Electricity problems must be reported immediately to the organizer. Subsequent messages cannot be accepted.

## **7 Water / Wastewater**

- 7.1 Private water connections (pipes) will not be installed.
- 7.2 The water supply is provided centrally. For the water supply in the stand itself the partner has to bring appropriate canisters.

## **8 Toilets**

- 8.1 The organizer provides toilets. The toilets must not be used for waste disposal.

## **9 Music / Opening hours**

- 9.1 Music is allowed in general. The "Music" section must be completed in the stand operation agreement.
- 9.2 The partners must stick to the noise regulations and any adaptations of authorities must be followed.
- 9.3 Opening hours of Biker Days Basel are (subject to change):
- |          |               |
|----------|---------------|
| Friday   | 17:00 - 03:00 |
| Saturday | 11:00 - 03:00 |
| Sunday   | 10:00 - 18:00 |
- 9.4 For the "Food & Beverages" experience zone, the opening hours are until 03:00, for all the others up to at least 24.00 (Friday & Saturday)

## **10 Insurance**

- 10.1 The Partner undertakes to conclude appropriate liability insurance for his business, which is based on his name and company. Without a valid insurance the business cannot be established and operated. By signing the stand contract, the partner undertakes to take out such liability insurance / supplementary insurance. The organizer has the right to suspend the operation of the stand if the insurance is insignificant or inadequate.

**11 Liability**

- 11.1 The Partner shall be liable in full for damage of any kind caused by the operation of his stand, by the goods and services on offer or by his employees.
- 11.2 The Partner is responsible for his stand as well as his sales goods for the entire period between set-up and dismantling. The organizer cannot be prosecuted for damages.
- 11.3 The organizer shall use a private security service on the premises to increase security. However, the exclusion of liability from the organizer is not limited by this measure.

**12 Construction and Dismantling**

- 12.1 The construction of Biker Days Basel starts **on Wednesday**. The stalls have to be finished **by Friday by 1 p.m.** Approx. 2 weeks before the event, the organizer will send out an exhibitor letter to all partners. The specified time slots for the arrival must be kept; any change requests must be coordinated with the organizer.
- 12.2 In case of delayed arrival of the partner, the organizer has the right to delay the construction of the stand if the overall construction on the area of Biker Days Basel is hampered.
- 12.3 **On Friday from 1 p.m.** onwards no vehicles may be on the area of Biker Days Basel terrain.
- 12.4 Immediately after the end of Biker Days Basel (**Sunday after 6 p.m.**) the partner has to dismantle the stand completely and to ensure the smooth and quiet transport of the material. Non removed installations are discarded at the expense of the partner. The dismantling must be finished on Sunday and the place will be handed over to the organizer.

**13 Requirements / Controls / Building Police / Fire Police**

- 13.1 The partners must comply with all instructions of the fire police, the building police, the commercial police, the city police, the hygienic inspectors, the stand controllers, the emergency electrician and the organizer.
- 13.2 Access roads and rescue corridors must at any time be kept open for rescue vehicles and local traffic (width 4 meter, altitude 4.5 meter).
- 13.3 A fire extinguisher (6 Kg foam or CO2) and a fire blanket must be provided for a standing operation with gas, hot oil / grease or a fryer. The partner is responsible himself for this. The installations and safety measures are controlled by the fire police. In the case of a defective installation or missing extinguishing devices, it may be necessary to close the stand immediately.
- 13.4 All facilities shall be adequately protected against wind forces. Neither the street nor the place should get damaged. Any damage to floor coverings as well as infrastructures need to be repaired and the costs paid by the partner.
- 13.5 The floor inside the stand (especially stands with oil or grill) must be protected against fire and oil impermeable!
- 13.6 On Friday extensive inspections are carried out by the economic and fire police as well as the food inspectorate. In the case of defects, the business may not be put into operation until after acceptance. Possible costs are borne by the partner.
- 13.7 For these and subsequent inspections, the authorities and the organizer have unrestricted access to all installations and rooms at all times.

**14 Parking**

- 14.1 If possible, the organizer will provide parking spaces in the immediate vicinity. The organizer is not liable for any damage to the parked vehicles.
- 14.2 No vehicles may be parked or parked on Biker Days Basel area. Each exhibitor has to fill out the exhibitor card (will be sent by the organizer to all partners together with the exhibitor briefing about 2 weeks before the event) and deposit it behind the windshield.
- 14.3 Incorrectly parked vehicles, unfortunately also those of the partners, can be fined or even hooked up by the police.

**15 Payment / Delay of payment**

- 15.1 If the amount invoiced is not paid by the mentioned date, the organizer can declare the contract to be non-existent. The stand can be transferred to a different partner.

**16 Cancellation**

16.1 This contract is binding and a withdrawal is not possible without costs.

16.2 Conditions for a withdrawal from the contract:

Cancellation until 31/03 of the same year	30% of the invoiced amount will be charged.
Cancellation until 30/04 of the same year	50% of the invoiced amount will be charged.
Cancellation until 01/05 of the same year	100% of the invoiced amount will be charged.

**17 Implementation reserve / Cancellation of the festival**

17.1 If the event Biker Days Basel has to be cancelled due to a special incident (for example a catastrophe, pandemic, for reasons of "force majeure", etc.), the partner cannot claim liability and / or damages for the organizer. The contributions paid shall be forfeited by the Organizer, subject to a 25% reimbursement, if cancelled not later than 5 days before the start of the event.

17.2 The organizer may postpone, reduce or cancel the stand due to special reasons, such as construction sites. In this case the stand charges will be recalculated; in the case of cancellation, the whole stand charges will be reimbursed. In both cases the partner cannot claim liability and / or damages for the organizer.

17.3 The organizer is not liable in any way for expected sales or visitor numbers and therefore does not provide any mandatory details.

**18 Protection of soil and water**

18.1 Any kind of water contamination shall be avoided. The wastewater must be fed to the urban sewage system and must never be discharged into the soil. No solid objects may enter the rain water collectors.

18.2 It is not allowed to drain environmentally polluting substances such as fat and oil into the drain shafts. Any costs and fines will be charged to the partner.

**19 Period of validity / requirement of the written form / annexes**

19.1 The contract shall enter into force upon signature by the two Contracting Parties and shall end after completion of the event.

19.2 Amendments and additions to the contract must be in writing. All supplements are an integral part of this contract.

19.3 The organizer has the right to reject stand applications without giving reasons.

19.4 Swiss law and the Harbour Ordinance of the Swiss Rhine Ports (<http://www.baselland.ch/421-13-hm.309422.0.html>) shall apply.

**20 Severability clause**

20.1 Should any individual regulation of this contract be invalid or impracticable in whole or in part, or should there be a gap in this contract, this shall not affect the validity of the contract furthermore. In place of the ineffective regulation(s) of the contract or to fill the gap, an appropriate regulation is to be applied which is closest to what the contracting parties would have wanted if they had considered this point.

**21 Arbitration clause**

This contract is subject to Swiss law only. The exclusive jurisdiction for all disputes arising in connection with this Agreement is Basel-Stadt.