



# Terms and Conditions of rent4event GmbH (Rental) valid from 01.01.2023

## 1. Subject of the contract

The rental takes place only under the following conditions. The following conditions are deemed to have been accepted at the latest when the devices are delivered to the place of use. The objects of the contract are the devices listed individually in the rental delivery note.

## 2. Rental Period

The rental period is calculated in days / weeks. Days started count fully. The rental period begins when the devices arrive at the place of use; it ends when the devices are returned to the lessor. If the return of the equipment to the lessor is delayed beyond the originally planned rental period, the rental price will be recalculated accordingly. The minimum rental period is one day.

## 3. Shipping and Passing of Risk

The equipment will be shipped at the lessee's expense using the cheapest shipping route, unless the lessee has expressly specified a specific shipping method. The costs of a transport insurance taken out at the request of the lessee shall be borne by the lessee. The transfer of risk occurs upon collection or delivery (delivery note) and expires upon return or collection by the lessor.

#### 4. Device Backup

The lessee is obliged to secure the rental items against loss and damage for a maximum of 48 hours after the end of the event. After that, he is only liable for intent and gross negligence.

#### 5. Equipment Insurance

In order to protect himself from the consequences of damage and loss, the tenant should take out appropriate damage insurance.

#### 6. Use of the rental property

The rented equipment is the property of the lessor. The lessee must use them carefully, observe all obligations associated with the possession, use and preservation of the rental property and follow the lessor's recommendations for maintenance, care and use. Subletting of the equipment is not permitted. The lessee must leave the devices in his immediate possession and only use them at the agreed locations. The tenant enables the landlord to check the equipment at any time.

# 7. Warranty

The Lessor is liable for the functional condition of the rented equipment at the time of the transfer of risk to the exclusion of further claims as follows: If the rented equipment has a fault at the time of the transfer of risk that nullifies its suitability for contractual use or reduces it to an extent that amounts to an annulment, the lessor can, at his own discretion, rectify the fault, exchange the faulty device or withdraw from the contract.

The rental price is reduced accordingly for the duration of the suspension of suitability. The lessor is only liable for damage incurred by the lessee when using the rental property if the damage to property was caused intentionally or through gross negligence by the lessor or his vicarious agents and if the lessor or his vicarious agents caused injury to life, limb or health at least was caused negligently.

## 8. Renter's Liability

The lessee is responsible to the lessor for all damage resulting from improper use of the rental property. The lessee is responsible for the damage caused by accidental loss and accidental damage. In the event of a total loss, the lessee must reimburse the replacement value.

#### 9. Licenses

When operating video and audio systems, image and sound reproductions used by the renter may only be made according to the conditions of the respective license holder.

In EDP systems, software to be used may only be used for the individual device intended for this purpose. When operating the devices, software to be used may only be used in accordance with the separately communicated conditions of the license holder. The lessee releases the lessor from all claims for damages by the license holder in the event of improper use of image and sound materials as well as software.

#### 10. Withdrawal of the tenant

If the lessee withdraws from the rental contract for reasons for which the lessor is not responsible, the lessee will be charged 30% of the order value as a flat-rate compensation. If the withdrawal occurs less than 4 weeks before the start of the rental period, 50% of the rental amount is due for payment, and less than 2 weeks 100% of the rental amount.





Terms and conditions of business of rent4event GmbH

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# 14. Payment Instructions

The rental price plus VAT is due immediately upon invoicing and payable without deduction. If the due date of the Lessor's invoices is exceeded by more than five days, the Lessor shall charge default interest of 12% above the discount rate of the European Central Bank from the due date.

The lessee can only offset against the claims of the lessor or exercise a right of retention if the counterclaim is undisputed or has been legally established.

## 15. Return of Rental Item

The lessee must immediately return the rented device to the lessor at his own expense and risk after the end of the rental period.

#### 16. Late Return

If the rental property is returned late, the lessee must compensate the lessor for any damage. If the rental property is not returned in proper condition, the lessee must pay the full rental price for the time required for repairs, without prejudice to further claims for damages by the lessor.

# **17. Final Provisions**

Oral subsidiary agreements have not been made. Changes to this contract must be in writing. If a provision of this contract is not legally effective, the validity of the remaining provisions shall remain unaffected. Place of fulfillment is the location of the landlord. The place of jurisdiction for both parties is the nearest district or regional court in whose districts the lessor is located.

For rentals outside of the Federal Republic of Germany, German law applies, in addition to the conditions agreed here.

