



## Additional terms Plein Theater Rental

These conditions refer to

**Renter:** this means Stichting PodiumPartners, legal representative of Plein Theater

**Tenant:** this means the tenant of the accommodation or the person(s) who is (are) authorized to use the rented property on behalf of the tenant;

**Manager:** The person the person designated as such by the renter

0.1 The rented property may not be used for activities that the renter considers contrary to the Constitution. An organization that is found to be renting space for the preparation and/or implementation of activities that, based on well-founded suspicions, are assessed by the renter as being contrary to the Constitution, will be denied further use of that space with immediate effect.

0.2 By using the rented property, the tenant undertakes to comply with these general terms and conditions. The tenant is also obliged to follow the instructions given by the manager, police and/or fire brigade.

0.3 The tenant undertakes to ensure that everyone who is in the rented property observes the general and additional terms and conditions for occupancy and the instructions mentioned below.

### 1. Safety, liability, deductibles and property.

1.1 All goods and materials brought into the theater by the tenant must meet the fire safety requirements set by the fire brigade.

1.2 If, in the opinion of the fire brigade, technician or manager, the goods and materials brought in by the tenant do not meet these safety requirements, they authorized to stop the activity. The use of open flame is expressly prohibited. *See Terms and Conditions 3*

1.3 The tenant is liable for all damage caused by him or persons under his responsibility or third parties to the building and/or the property of the renter contained therein, and accepts the associated liability for damages.

1.4 The landlord accepts no liability for damage or accidents that may in any way result to the tenant or his staff, teachers, students, members,

etc. from the use of the accommodation and associated furnishings made available. By putting the tenant into use, the tenant expressly indemnifies the renter from all liability in the event of damage or accidents incurred or caused by the tenant.

1.5 The renter is not liable or responsible for the property of the tenant/user, which also includes visitors and spectators.

1.6 The renter is not liable for damage, substitution, loss or theft of materials that have been placed in the accommodation by the tenant with the renters permission.

1.7 Use of the dressing room and theater space is at the tenant's own risk. The renter cannot be held liable for loss, theft or damage to the tenant's property.

## 2. Use of space and external environment of the accommodation

2.1 The building and the rented property must be used for the specified activity or in accordance with the applicable destination. The rented property may only be used in accordance with the activities stated in the rental agreement and by or on behalf of the tenants mentioned in the rental agreement.

2.2 In the case of permanent tenants, the renter always reserves the right to have access to the accommodation on certain days and hours, without being obliged to pay compensation or damages. Except in special circumstances, the tenant(s) involved will be notified at least one month in advance.

2.3 Local residents may not experience any inconvenience from the tenant. The tenant may not produce music or sound in a manner that is disruptive to the environment, in accordance with the provisions of the Environmental Management Act. The instructions of the manager must be followed.

2.4 The tenant ensures that visitors upon arrival and departure, especially in the evenings and night hours, do not cause nuisance by shouting, loud talking, unnecessary car or moped noise, or otherwise.

2.5 Waste must be cleared away by the tenant. Contamination of the accommodation, other than normal use is not permitted. If additional contamination is found (by the manager), additional cleaning costs will be charged to the tenant. These costs must be paid immediately after the first notification from the renter.

2.6 The tenant is not permitted to sublet or lend the rented property to third parties. Exchanging dates or hours without the renters permission is not permitted.

2.7 The tenant is not permitted to change anything in the building or the installation of

lighting or heating, or to install equipment or otherwise. Decorations and other attributes deemed necessary by the tenant can only be installed in consultation with and with the permission of the manager.

2.8 The inventory of the rented property may only be used for the purpose for which it is intended. The tenant is prohibited from making any unauthorized changes to the inventory.

2.9 Lost property must be returned to the manager immediately

2.10 Own furniture and other attributes may only be placed in the building after permission from the manager. There is no storage space to store items. Decor and/or other items must be delivered and collected on the day itself.

2.11 The space(s) used must be cleaned up after use by the tenant and furniture must be returned to its basic layout. The tenant must immediately report any deviations from the basic setup observed upon commissioning to the manager. The renter will charge the tenant the costs for replacing furniture if the tenant has failed to do so.

2.12 The agreed rental period also includes the time required for preparation and clearing the rented space. Exceeding the rental period requires permission from the renter. The renter may charge an additional fee for this - to be determined by the renter.

2.13 Smoking is not permitted in the building. Outside, cigarettes are not thrown on the ground of the terrace.

2.15 The rental of the theater hall includes the use of the dressing room, but not including the foyer.

### 3. Performances/shows

3.1 The tenant must at all times adhere to the theater capacity determined by the renter when receiving public and selling tickets. The number of seats may be increased from 79 to a maximum of 93 seats with the approval of the technical staff. Permission for this can be requested from the technical staff no later than 1 day before set-up.

3.2 Photographing and filming is permitted provided that the tenant has reported and discussed this with the renters technical staff at least one week before the set date. *(See Terms and Conditions 7.7)*

3.3 The tenant is responsible for presales and ticket sales at the door unless otherwise agreed in advance. *(See Terms and Conditions 7.4)*

3.4 At public activities, the tenant must ensure that there is at least one coordinator/ floormanager/ supervisor in the theater during the event. If an coordinator/ floormanager/ supervisor from the Plein Theater is required, personnel costs will be charged.

3.5 During public activities, the tenant must ensure the presence of at least one emergency response officer (BHV-er).

3.6 The tenant must ensure that the theatre and backstage rooms are left empty and tidy during the period of use. After an evening performance, the theatre must be cleared immediately so that the breaking down can begin immediately. For a longer period of use, attributes placed in the theatre may only remain in the theatre in consultation with the renter. The tenant undertakes to ensure that any other tenants of the theatre are not inconvenienced by these attributes. The installation is at the tenant's risk.

3.7 All copyrights, including BUMA rights, relating to the performance remain reserved to the tenant. This undertakes to pay the copyright fee owed to the renter to the relevant rights holder(s) and indemnifies the renter against claims arising from this.

### 4. Technique and set construction

4.1 A technical checklist, licht plan and risk inventory must be sent to the renter's technical staff well in advance, at least two weeks. If the renter's technical staff is not informed (on time) of these technical specifications, the renters reserves the right not to (fully) meet the tenant's technical wishes.

4.2 The technical space of the theater and other service areas may only be entered in consultation with the manager and/or under the supervision of the technician designated by the renter.

4.3 Changes to the theater lighting are not permitted. Changes to the position of the microphones of the acoustic system are also not permitted. Deviations from this can only be made in consultation with the manager and/or technician.

4.4 The light and sound system may only be operated by and/or under the supervision of personnel designated for this purpose by the renter (manager or technician).

4.5 The renter must bring at least one technician to operate the performance. Additional personnel costs will be charged to the tenant. The extent to which additional staff will be deployed is determined in consultation between the renter and tenant.

4.6 The piano is only used for performances and rehearsals prior to this. The manager or technician places the piano as desired. A contribution will be charged for the use of the piano. The associated costs will be charged to the tenant for tuning of the piano if desired by the tenant.

4.7 The tenant is obliged to reimburse to the renter any damage caused to 1. the theater hall and/or 2. to the technical installations and/or 3. to the property in the theater by persons belonging to the tenant's organization. The renter's statement of the damage in question is binding.

4.8 The installation, placement and removal of objects in and from the renter's theater space may only take place after consultation with the renter.

## 5. Contract, payment and cancellation

5.1 Business and financial agreements are made by email

5.2 The cancellation conditions *(See General Terms and Conditions 7)* take effect from the moment the tenant has confirmed the option verbally or in writing.

5.3 If the tenant cancels the rental, a notice period of at least four weeks applies. Any administration, technology and promotional costs incurred will be charged. If you cancel four weeks prior to the set date, the cancellation conditions apply *(See Terms and Conditions 7)*

5.3 The invoice will be sent after the performance or event and will be paid by the tenant within the stated payment term.

5.5 If the renter cannot make the rented property available to the tenant or cannot make it available in a timely manner as a result of force majeure (including fire, riot, staff strike, collapse or risk of collapse, acts of war and the unavailability of utilities), no compensation or refund will be owed to the renter

*For matters not provided for in the aforementioned conditions, the renter will decide after hearing the tenant.*