

## General terms and conditions of Amerpodia

### 1. Definitions

- **Amerpodia:** the private company with limited liability Amerpodia B.V., with its registered office at Keizersgracht 324 in (1016 EZ) Amsterdam, (Netherlands Chamber of Commerce number: 62862073).
- **Visitors:** all persons attending the Event and who are not a Lessee, which in any case is understood to mean Guests, suppliers, artists and sponsors.
- **Services:** the services provided in relation to set-up, lighting, sound, audiovisual equipment, personnel, catering and hospitality which the Lessee makes use of prior to, during or after the Event, as stipulated in the Agreement.
- **Event:** a gathering organised by the Lessee in their name and for their account as stipulated in the Agreement comprising an activity, (theatre) performance and/or other event.
- **Guests:** all persons invited by the Lessee to attend the Event organised by the Lessee.
- **Leased Venue:** the space(s) which Amerpodia rents out and/or makes available to the Lessee for the Event during the Lease Period as set out in the Agreement which comprise one or more of the following three locations exploited by Amerpodia in Amsterdam:
  1. **Rode Hoed**, located at Keizersgracht 102, in (1015 CV) Amsterdam;
  2. **Felix Meritis**, located at Keizersgracht 324, in (1016 EZ) Amsterdam;
  3. **De Nieuwe Liefde**, located at Da Costakade 102, in (1053 WP) Amsterdam;
- **House Rules:** particular site-specific rules of Amerpodia that apply to the Leased Venue.
- **Lessee:** the party that enters into an Agreement with Amerpodia.
- **Lease Period:** the period in which the Leased Venue are available to the Lessee under the terms of the Agreement.
- **Rent:** the price for the lease of the Leased Venue and the Services as specified in the Agreement.
- **Additional work:** the use of any other work that falls outside the scope of the agreed Services.
- **Offer:** an Offer issued to the Lessee by Amerpodia which includes (inter alia) a description of the Rented Premises with any accompanying Services and the price that will be charged for them.
- **Option:** a right given in writing by Amerpodia to (potential) Lessee to have the option to rent the Leased Venue for a certain period of time during the Lease Period.
- **Agreement:** an Offer accepted and signed by the Lessee.
- **Parties:** Amerpodia and the Lessee collectively.
- **Terms and Conditions:** these general terms and conditions as used by Amerpodia.

### 2. Applicability

- 2.1. These Terms and Conditions shall apply to all Offers, Options and/or Agreements issued by Amerpodia to a (potential) Lessee.
- 2.2. These Terms and Conditions, Offer and/or Agreement may only be derogated from by means of a document signed by both Parties.
- 2.3. The applicability of any other general terms and conditions that differ from these is hereby expressly excluded.
- 2.4. In addition to these Terms and Conditions, House Rules are also applicable. In the event of any conflict between these documents, the following order of precedence prevails:
  1. Agreement;
  2. House Rules;
  3. Terms and conditions;

### 3. Offer, Option, Agreement and price

- 3.1. All Offers issued by Amerpodia are subject to no obligation on its part. Offers shall only apply in relation to the (potential) Lessee and shall expire no later than 14 days after the date of the Offer. An Offer may be withdrawn by Amerpodia without any obligation in the interim.
- 3.2. An Option can only be issued in writing. An Option shall lapse if the (potential) Lessee informs Amerpodia that they have decided not to make use of it, or by the expiry of the given term. If a second interested party presents itself, Amerpodia shall inform the (potential) Lessee thereof and shall, in principle, grant a period of two working days to avail themselves of the Option. After this period has expired unused, the Option shall lapse.

- 3.3. An Agreement shall only be deemed to be in place when Amerpodia has received back a signed Offer, which includes acceptance of these Terms and Conditions and the House Rules, from the Lessee, and Amerpodia has not indicated within 48 hours after receipt thereof that it does not wish to enter into the Agreement.
- 3.4. The Rent is exclusive of VAT and any other state levies or taxes (if applicable).
- 3.5. Any interim price increases (such as, but not limited to, price increases due to inflation, taxes, excise duties or raw materials) after the date of the Offer or the establishment of the Agreement shall be passed on to the Lessee in the subsequent calendar year. Amerpodia shall inform the Lessee of any interim price increases no later than one month before the commencement of the new calendar year.
- 3.6. Amerpodia can stipulate a turnover guarantee as a condition for renting the Leased Venue. If so, Amerpodia shall make this clear in the Offer. The Lessee accepts responsibility for the turnover guarantee.

#### **4. Leased Venue**

- 4.1. The lease of the Leased Venue only covers the space(s) specified in the Agreement for the date(s), times and purpose(s) specified in the Agreement.
- 4.2. The Lessee shall act with due diligence and take care of the Leased Venue.
- 4.3. The Lessee is responsible for any permits or exemptions required for the Event.
- 4.4. The Lessee shall not, without the written prior consent of Amerpodia:
  - 4.4.1. use the Leased Venue for purposes other than as agreed in the Agreement;
  - 4.4.2. nail, drill, glue or fix and/or staple anything in or on the Leased Venue;
  - 4.4.3. make use of open flames, fireworks, gas cylinders, confetti, balloons, rice and other sprinkling materials, smoke machines and other smoke effects in or near the Leased Venue;
  - 4.4.4. to sublet (wholly or partly) the Leased Venue to third parties.
- 4.5. The Lessee shall not cause any disturbances or inconveniences to Amerpodia or third parties when using the Leased Venue and shall see to it that Visitors do not do so either.
- 4.6. Smoking is not permitted anywhere on the Leased Venue. Any fine(s) for violation of this rule incurred by the Lessee or Visitors during the Lease Period, also issued by the Netherlands Food and Consumer Product Safety Authority (NVWA), will be borne by the Lessee.
- 4.7. The Lessee undertakes to condone any urgent and necessary repairs in or to the Leased Venue that are carried out by or on behalf of Amerpodia during the Lease Period. When carrying out such work, Amerpodia shall take into account as much as possible the (future) use of the Leased Venue by the Lessee.
- 4.8. Except for the common area(s), the use or access of any area(s) other than the Leased Venue by the Lessee or its Visitors is not permitted.
- 4.9. No animals (pets) are allowed inside the Leased Venue. Trained service animals are the only exception.

#### **5. Furnishing/arranging the lay out and vacating the Leased Venue**

- 5.1. The Lessee accepts the Leased Venue in the condition it is in at the commencement of the Lease Period. Amerpodia reserves the right to have any damage to the Leased Venue and/or the venues of Amerpodia and the goods contained therein repaired at the expense of the Lessee insofar that such damage is caused by the use of the Leased Venue by the Lessee (which includes damage caused by Visitors).
- 5.2. If the Lessee brings along their own materials to install, hang up or connect in the Leased Venue, this shall at all times be done in consultation with Amerpodia.
- 5.3. The Lessee shall leave the Leased Venue in the same condition as when it was made available to them. After the end of the Event, the Lessee shall hand back the Leased Venue fully vacated. The Lessee undertakes to ensure that all Visitors comply with this. If the Lessee hands back the Leased Venue later than agreed in the Agreement, additional costs may be charged to the Lessee if Amerpodia incurs additional costs as a consequence.

#### **6. Order, safety and Event**

- 6.1. The Lessee is responsible and jointly and severally liable for all Visitors who due to any relationship with the Lessee are in or near the Leased Venue.
- 6.2. The Lessee undertakes and will ensure that they and any Visitors will comply with all relevant provisions of these Terms and Conditions, the House Rules, measures, health and safety, fire safety and general safety rules, other applicable laws and regulations and all other reasonable instructions of Amerpodia, and in a general sense, law and order in and around the Leased Venue will not be disturbed. Amerpodia reserves the right to deny access to the Lessee and/or Visitors who are in breach of these requirements or who otherwise disturb law and order.

- 6.3. Amerpodia is authorised, but under no obligation, to carry out surveillance in and around the Leased Venue.
- 6.4. Amerpodia reserves the right, both before and after signing an Agreement, to require reasonable additional safety measures from the Tenant in light of all facts and circumstances. The costs of these measures shall be borne by the Lessee.
- 6.5. Amerpodia is entitled to request the Lessee to submit a detailed floor plan to Amerpodia and the Fire Service for approval three (3) weeks prior to an Event, so that any conditions or changes required under fire service regulations can be made in a timely manner. Any costs arising from this shall be borne entirely by the Lessee. The Lessee will see to it that the Leased Venue is fitted out and furnished in keeping with the detailed floor plan. Any departures from this will give Amerpodia the right to terminate the Event and/or cancel the Agreement, without any obligation to pay Amerpodia any damages. In this case, the Rental Fee shall remain payable in full.

The Event must at all times be in keeping with the reputation, appearance and other events of Amerpodia, its venues and buildings. The Lessee undertakes to ensure that the character of the Event is in accordance with what the Parties discussed in this regard when they entered into this Agreement. This also means that the Lessee also undertakes to ensure that the Event runs smoothly by, inter alia, taking measures against potential disturbances and by keeping Guests under control.

## **7. Amerpodia facilities and services**

- 7.1. In principle, the Lessee may use the technical facilities that the Leased Venue provides, unless agreed otherwise in writing. The Lessee shall inform Amerpodia of its requests concerning technical facilities no later than ten (10) working days before the start of the Event. Operation of these technical facilities shall be arranged by Amerpodia. Use of any own equipment that is brought along is only possible after prior approval by Amerpodia and will not involve any responsibilities or liabilities for Amerpodia as a consequence.
- 7.2. For Services which Amerpodia is unable to provide itself, it shall make use of regular suppliers. The Lessee is under an obligation to make use of these Services of Amerpodia and/or regular suppliers, unless otherwise agreed in writing.
- 7.3. The Lessee shall be obliged to make use of the minimum required staff of Amerpodia as stipulated in the Contract.
- 7.4. If the Lessee does not engage the services of the caterer of Amerpodia, Amerpodia shall set (financial) conditions for an external caterer that the Lessee shall engage.
- 7.5. The Lessee may adjust the number of Guests down to a maximum of 90% of the number stated in the Agreement, free of charge, until no later than ten (10) working days prior to the Event. This number is binding for the invoice. Any additional costs incurred as a result of an increase in the number of Guests shall be charged to the Lessee.

Lost or abandoned objects found by the Lessee after the Event will be handed over to Amerpodia. The Lessee and/or Visitors may collect these objects from Amerpodia. Any objects of which the rightful claimant has not reported to Amerpodia within one year of their return shall become the property of Amerpodia. If Amerpodia sends the abandoned objects to the Lessee or the rightful claimant, this shall be entirely at the expense and risk of the recipient. Amerpodia is under no obligation to send these objects to the rightful claimant.

## **8. Other obligations for the Lessee**

- 8.1. The Lessee is obliged to follow instructions of Amerpodia's personnel regarding the use of the Leased Venue. The Lessee is obliged to grant free access at all times to the property managers employed and/or affiliated to Amerpodia.
- 8.2. The Lessee is responsible for paying the fees, premiums and/or taxes resulting from the use of third party (intellectual property) rights, such as but not limited to compensation to the Buma/Stemra Association. The Lessee shall indemnify Amerpodia against any such claims.
- 8.3. Without the written prior consent of Amerpodia, the Lessee is not allowed to put up or distribute or cause to be put up or distributed any publicity, advertising and/or brochure material relating to the Event or the Leased Venue.
- 8.4. The Lessee may make film, TV or other recordings (or have them made) in the Leased Venue for its own use, provided that Amerpodia may use these recordings royalty-free. It is not permitted to make these recordings public without the express written consent of Amerpodia. Amerpodia reserves the right to raise

the Rent by up to 100% in the event that the Lessee makes any recordings public without the written consent of Amerpodia.

- 8.5. Sales of "merchandising" (i.e. goods bearing the logo of Amerpodia or any of the Amerpodia operated venues) are permitted only with the prior written consent of Amerpodia subject to terms and conditions and fees to be set at a later date.

## **9. Additional work**

- 9.1. Additional work shall be charged to the Lessee on the basis of post-calculation. Insofar as possible, Amerpodia shall set out Additional Work and its consequences in writing in advance. The term Additional Works is in any case understood to mean:
- 9.1.1. additional cleaning costs if, in the opinion of Amerpodia, there is more than a normal degree of mess. Normal cleaning costs are included in the Rent;
- 9.1.2. any additional door staff, toilet staff and/or cloakroom staff employed by Amerpodia if Amerpodia deems this necessary for holding the Event.
- 9.2. Amerpodia shall inform the Lessee of and Additional Work required in good time.

## **10. Payment terms**

- 10.1. Payment of the Rent shall be made within fourteen (14) days of the invoice date, unless otherwise stated on the invoice or in the Agreement. Amerpodia is entitled at any time to charge a credit limitation surcharge of 2% of the invoice amount. This shall expire if the Lessee pays the invoice within fourteen (14) days.
- 10.2. Amerpodia is entitled to request an advance payment, security and/or deposit for part or all of the Rent from the Lessee even after entering into the Agreement. The Lessee undertakes to do so without delay.
- 10.3. In the event of late payment the Lessee will be in default without any further notice of default or reminder being required, and the Lessee shall owe statutory (commercial) interest on the Rent, whereby a part of the month shall count as a whole month. Furthermore, in such a case Amerpodia shall be entitled, but under no obligation, to terminate the Agreement and also to hold the Lessee liable for any damage incurred as a consequence.
- 10.4. Any extrajudicial collection costs incurred by Amerpodia for the collection of any receivables from the Lessee shall be determined on the basis of the Extrajudicial Collection Costs (Fees) Decree (Wet normering buitengerechtigde incassokosten) and the corresponding Decree and shall be borne by the Lessee.
- 10.5. Amerpodia has the right to suspend its fulfilment of its obligations or to terminate all or part of the Agreement until payment of the full amount (including interest and costs) has been received.
- 10.6. In the event of late payment, Amerpodia reserves the right to deny the Lessee access to the Leased Venue.
- 10.7. The Lessee is not entitled to suspend or offset any payment to Amerpodia or to invoke any compensation, discount or deduction, unless the Lessee is a consumer.

## **11. Termination / cancellation**

- 11.1. Amerpodia reserves the right to terminate or suspend the execution of all or part of an Agreement with immediate effect, without judicial intervention, by means of a written statement at its discretion, if:
- a. the Lessee fails to pay invoices or fails to pay them on time, or otherwise fails to fulfil any obligation under the terms and conditions of the Agreement or fails to do so in a proper or timely manner;
  - b. The Lessee applies for (temporary) suspension of payments, the Lessee's bankruptcy has been filed for or adjudicated, the Lessee has applied for (temporary) application of the statutory debt restructuring scheme or its application has been declared, the Lessee is placed under receivership, loses the discretionary management of their assets, or passes away;
  - c. The Lessee makes a decision to liquidate and/or wind up their business; or
  - d. there is a case of force majeure as detailed in Article 12 of the Terms and Conditions; or
  - e. The Lessee or any of their staff or Visitors are guilty of discriminatory behaviour;
  - f. The Event contravenes the Terms and Conditions of the Agreement, the House Rules, the law and/or public decency;
  - g. The Event is of a different nature than the one envisaged by the Lessee upon entering into the Agreement and, as a consequence, is in contravention with the ideas/reputation of Amerpodia.
- 11.2. In the event that a situation as referred to in article 11.1 should arise, the entire Rent amount shall remain due for payment and the (as yet unpaid) Rent that is owed to Amerpodia must be paid immediately.

- 11.3. Any costs incurred or damages suffered by Amerpodia due to the failure of the Lessee to fulfil an obligation (on time) shall be charged to the Lessee. Such damages shall also include full compensation for any (legal) counsel that Amerpodia has had to engage the services of.
- 11.4. The Lessee is authorised to terminate the Agreement provided that they pay the following fee to Amerpodia:

<b>Period before commencement of the Event</b>	<b>Payable %.</b>
> 6 - 2 months	50% of the costs for the Leased Venue
2 - 1 months	100% of the cost of the Leased Venue
1 month - 1 week	100% of the costs for the Leased Venue plus 50% of the costs for the Services
1 week - commencement	100% of the costs for the Leased Venue, plus 100% of the costs for the Services

## **12. Force majeure**

- 12.1. In the event of a force majeure on the part of Amerpodia, Amerpodia has the right (at its own discretion) to (i) terminate the Agreement, (ii) offer the Lessee a reasonable alternative space under the same conditions, or (iii) give the Lessee the option to reschedule the Event for a new Lease Period. Except for the circumstances outlined in Article 12.3 of these Terms and Conditions, the Lessee is not entitled to any damages, compensation, restitution or any discount on the Rent.
- 12.2. Under the term 'force majeure on the part of Amerpodia', in addition to its definition under the law or legal precedent, Amerpodia is understood to mean all external causes, whether foreseen or unforeseen, which Amerpodia could not reasonably have had any influence over, but which prevent Amerpodia from fulfilling its obligations. Force majeure shall include (but is not limited to): fire, accident, illness, pandemic (such as COVID-19) and any related circumstances, strikes, riots, war, government measures and transport disruption. Force majeure shall also mean if the presenter/day chairperson/artist to be engaged by Amerpodia is ill or incapacitated and Amerpodia has failed to arrange a substitute after making reasonable efforts. The failure of the Lessee to procure the required permits/exemptions does not constitute force majeure.
- 12.3. If the Lessee can prove that it cannot reasonably be required to keep the initial date for the Event as a result of force majeure, the Lessee may submit a written request to Amerpodia to reschedule the Event at a later date, up to a maximum of twelve (12) months after the original date. If the Event does not take place within the agreed period, the Event shall be forfeited and any advance payments shall be refunded.

## **13. Liability**

- 13.1. Amerpodia cannot be held liable for any damage caused to or by (items in the property of) the Lessee, Visitors or other third parties in connection with the Agreement or theft of property of such persons, unless such damage is caused by willful intent or gross negligence on the part of Amerpodia. The Lessee undertakes to indemnify Amerpodia against any such damages or claims made by third parties. This shall also apply to property placed in the custody or safekeeping of Amerpodia or otherwise left at Amerpodia.
- 13.2. Any liability on the part of Amerpodia shall always be limited to direct damages. In addition, any liability on the part of Amerpodia shall be limited to the Rent, and in any event to the amount paid out (if any) by the insurer of Amerpodia (plus the deductible). Amerpodia shall therefore never be liable for indirect damages such as, but not limited to, consequential damages such as loss of earnings or reputation or trading losses.
- 13.3. Amerpodia assumes that the information provided by the Lessee is correct and shall not be liable for any damage resulting from any incorrect or incomplete information, inaccurate instructions or information or instructions not provided by the Lessee in good time.
- 13.4. Amerpodia will not be liable, and shall be indemnified by the Lessee, for any fines, penalties, etc. imposed by the Municipality of Amsterdam or any other authority in connection with the Event or any behaviour of the Lessee or Visitors. The Lessee is also aware of the strict rules imposed by the Municipality of Amsterdam regarding parking, loading and unloading and the weight and length of the truck(s).
- 13.5. The Lessee is required to have an adequate third party liability insurance policy. Upon request, the Lessee will forward Amerpodia a copy of its insurance policy.

**14. Complaints and compensation claims**

- 14.1. All complaints, shortcomings and grievances are to be reported to Amerpodia in writing by the Lessee promptly, but no later than 5 days after the Lessee has learned or could reasonably have learned of the defect, on pain of forfeiture of all associated rights.
- 14.2. Amerpodia shall make every effort to remedy any shortcomings. Nevertheless, Amerpodia's obligations will not extend beyond (the portion of) the Rent due for the respective services.
- 14.3. Any claim for compensation must be made in writing within a reasonable period of time. A legal compensation claim by the Lessee on the grounds of damages incurred expires one year after (the first date of) termination/completion of the Agreement or the Event that the compensation claim relates to.

**15. Final provisions**

- 15.1. In the event that one or more provisions of the Agreement are or become wholly or partially in conflict with any statutory provision, the other provisions shall remain in full force. With respect to the conflicting provision, the Parties shall be presumed to have agreed on that which is legally permissible.
- 15.2. The Agreement is governed by Dutch law.
- 15.3. All disputes arising on account of and in connection with the Agreement shall be brought before the competent court in Amsterdam, the Netherlands.