

General Terms and Conditions Amerpodia

1. Definition of Terms

- **Amerpodia:** the private company with limited liability Amerpodia B.V., established in (1053 WP) Amsterdam, the Netherlands, at Da Costakade 102 (Chamber of Commerce number: '62862073'), user of these general terms and conditions.
- **Other party:** the party that Amerpodia concludes an agreement with.
- **Parties:** Amerpodia and other party jointly.
- **Agreement:** any agreement and/or arrangement between parties.
- **Location/leased space:** the room/rooms leased out by Amerpodia to other party and/or made available within the scope of an agreement.
- **Event:** a gathering, activity, (theatre) performance and/or other manifestation, organised by other party in its name and at its expense, all this in the broadest sense.
- **House rules:** location-specific rules that apply for each separate location of Amerpodia.
- **UVH:** *Uniforme Voorwaarden Horeca*, the Dutch Uniform Conditions for the Hotel and Catering Industry from *Vereniging Horeca Nederland*, the branch association of this industry in the Netherlands.
- **Terms and Conditions:** these general terms and conditions.

2. General

- 2.1. Amerpodia operates four podiums in Amsterdam, being:
- **Rode Hoed**, located at Keizersgracht 102, in (1015 CV) Amsterdam;
 - **Felix Meritis**, located at Keizersgracht 324, in (1016 EZ) Amsterdam;
 - **De Nieuwe Liefde**, located at Da Costakade 102, in (1053 WP) Amsterdam;
 - **Compagnietheater**, located at Kloveniersburgwal 50, in (1012 CX) Amsterdam.
- 2.3. The space to be leased out and/or made available by Amerpodia to Other Party is located at one or more of these podiums.

3. Scope

- 3.1. These terms and conditions apply to all agreements concluded by Amerpodia and to all offers it submits and options it grants.
- 3.2. Deviations from these terms and conditions will only be valid in case these have been agreed upon and confirmed in writing by both parties.
- 3.3. The applicability of general terms and conditions used by the other party is explicitly excluded, Therefore, the general terms and conditions of the other party do not apply.
- 3.4. Besides these terms and conditions, the location-specific house rules and the UHV also apply. In case of conflict between these provisions, the following ranking order will apply:
1. Agreement;
 2. House rules of the location;
 3. General Terms and Conditions;
 4. UVH.
- 3.5. Amendments to the agreement may only be agreed upon in writing.

4. Price and offer

- 4.1. Offers submitted are free from obligation, will only apply in relation to the other party and will apply until the moment of withdrawal, however no later than until 14 days after the date of the offer, unless otherwise provided.
- 4.2. All amounts are excluding VAT and other levies or taxes imposed by the government, unless otherwise agreed upon.
- 4.3. An interim price increase (such as increase of rights, taxes, the price of commodities, etc.) after the offer has been drawn up or after the agreement is established, will be charged on to the other party.

5. Additional work

- 5.1. Products and/or services that are not included in the agreement, but are purchased nonetheless, will be considered as additional work and will be charged on to the other party based on subsequent calculation.

- 5.2. Regular costs for cleaning are included in the lease of the space. In case Amerpodia is of the opinion that more than regular cleaning is required due to excessive dirt and/or litter, the additional costs incurred for cleaning will be charged to the other party.
- 5.3. The other party will be obliged to accept the presence of the number of staff considered necessary by Amerpodia from one hour prior to the arrival of guests and/or visitors, until one hour after the departure of guests and/or visitors and to pay said staff at the applicable hourly rate. At the time of the event Amerpodia will at all times be entitled to deploy a higher number of doormen, bathroom staff and/or wardrobe staff than initially estimated and to charge any additional costs arising from this.
- 5.4. In so far as possible, Amerpodia will lay down in writing any additional work known in advance and the consequences of this.

6. Payment terms

- 6.1. Payments will be made within 14 days after the invoice date, unless otherwise stated on the invoice.
- 6.2. Amerpodia will be entitled to request an advance payment, security and/or deposit from the other party at any given time. The other party will then be obliged to make an advance payment to Amerpodia, or else provide security and/or pay a deposit.
- 6.3. In case of failure to pay in time, the other party will be in default without any further notice of default or demand and the other party will then owe the statutory commercial interest rate on the principal sum, where part of a month shall count as a full month.
- 6.4. If Amerpodia is forced to take measures in order to collect amounts it is due, all costs related to this will be borne by the other party. These extrajudicial collection costs are set at 15% of the principal sum that is due.
- 6.5. Amerpodia is authorised to suspend compliance with its performance or to wholly or partially terminate the agreement, until payment of the full amount (including interest and costs) has been received. Amerpodia has the right to deny visitors access to the leased location.
- 6.6. With regard to its payment obligations, the other party will not be authorised towards Amerpodia to invoke any compensation, discount, deduction, suspension and/or setoff.

7. The leased space and the rules for the other party

- 7.1. The lease refers only to the space as set out in the agreement, for the date(s), times and purpose(s) as set out in the agreement.
- 7.2. The other party will be responsible towards Amerpodia for all persons who - at the invitation of the other party, or otherwise due to any relationship with the other party - are inside or within the vicinity of the location leased out by Amerpodia to the other party. The other party will be liable towards Amerpodia for all damage caused by these persons for whatever reason, arising from whatever cause, such without prejudice to the claims Amerpodia has towards these persons.
- 7.3. All obligations and prohibitions included in these general terms and conditions, which apply to the other party, will also apply to the persons who - at the invitation of the other party, or otherwise due to any relationship with the other party - are inside or within the vicinity of the location leased out by Amerpodia. The other party will be responsible for ensuring that the persons in question are informed of the obligations and prohibitions pursuant to these general terms and conditions.
- 7.4. The other party will maintain the leased space with due care during the lease period and leave it behind in the same state as the state that it was in when it was made available to the other party. The leased space must be vacated by the other party, as soon as the event has come to an end. This also includes the removal of all the materials used by the other party, such as boxes, banners, information material, etc. The other party will be responsible for compliance with this provision by all its contracted suppliers and facilities companies. The leased space must therefore be delivered entirely vacated and clean, at the time as stated in the agreement. If the time at which the agreement comes to an end is exceeded, the other party will be charged additional costs.
- 7.5. The event to be organised by the other party must be in keeping with the reputation, image and other events of Amerpodia, its locations and the buildings and it should not cause any nuisance for other lessees/users of the building and/or for persons living nearby.
- 7.6. Hammering, drilling, posting or attaching/stapling in, on or to the building is strictly prohibited, unless Amerpodia has granted written consent for this and has approved of the fixing material in advance.
- 7.7. The presence or the use of open fire, fireworks, gas containers, confetti, balloons, rice and other material to be thrown or dropped, also smoke machines and other smoke effects are prohibited at all times, unless otherwise agreed upon in writing.

- 7.8. Smoking inside the leased space is not allowed. In case a fine is imposed by the Netherlands Food and Consumer Product Safety Authority during the lease period, this fine will be borne by the other party.
- 7.9. Amerpodia may request for a detailed floor plan to be presented to Amerpodia and the Fire Department for approval, three weeks prior to a gathering. In case conditions are set based on the fire regulations, the costs ensuing from this will be fully borne by the other party. If the other party fits out the space differently from this detailed floor plan, Amerpodia will be entitled to end the event and/or terminate the agreement, without any obligation to provide compensation for damages.
- 7.10. The other party in itself will be responsible for applying for any licenses required for the event. Amerpodia will never be liable for any damage or consequences from failure to obtain a license or municipal exemption and suchlike.
- 7.11. The other party must allow for urgent and necessary repairs in or to the leased space to be carried out by or on orders from Amerpodia. In carrying out such works, Amerpodia will keep the use by the other party into account as much as possible.
- 7.12. The other party must follow the instructions from the Amerpodia staff regarding the use of the leased space. The other party will at all times be obliged to grant free access to the building managers employed by or affiliated with Amerpodia.
- 7.13. Amerpodia is authorised to have damage it observes to the leased space and to the items that are present inside repaired at the expense of the other party, in so far as this damage arose as a result of the use by the other party. This also applies in case of damage caused by the other party elsewhere in the Amerpodia locations.
- 7.14. The other party undertakes to ensure that it and its guests and other third parties comply with all measures, house rules, working conditions regulations, fire regulations and general safety regulations.
- 7.15. The other party undertakes to refrain in any way whatsoever (which includes through [mass] media, such as, but not limited to Facebook, Twitter etc.) from expressing itself in a negative way about Amerpodia or one of its locations.
- 7.16. The other party undertakes to express grievances, defects and complaints to Amerpodia in writing forthwith, yet no later than within 48 hours after having been observed, all this subject to forfeiture. Amerpodia will endeavour to solve the defects, however, its obligations will never extend beyond the amount for which the delivery of services and goods has been agreed.
- 7.17. Amerpodia will at all times be authorised to exchange the leased space for comparable space, without owing any additional compensation.
- 7.18. With the exception of the common area(s), the use of or access to rooms other than the leased space is prohibited.
- 7.19. The other party is not permitted to use the leased space for purposes other than those agreed upon in writing in advance.
- 7.20. Full or partial sub-lease by the other party is prohibited, unless otherwise agreed upon between parties.
- 7.21. Amerpodia is authorised to carry out supervision over the leased space.
- 7.22. Both prior to and after concluding an agreement, Amerpodia will be authorised to demand reasonable additional safety measures, depending on all facts and circumstances. The costs for these measures will be borne by the other party.
- 7.23. Pets or animals are not allowed inside the leased space.

8. Termination / cancellation

- 8.1. Amerpodia may suspend or terminate all or part of the agreement in writing, with immediate effect and without court action, if:
 - a. The other party fails to pay any invoices on time, or fails to comply with any obligation under the agreement properly and on time
 - b. The other party applies for or is granted a provisional or final suspension of payments, bankruptcy, statutory debt rescheduling or administration order, or ceases to have full control of its assets, or dies
 - c. The other party liquidates and/or winds up its business
 - d. A situation of force majeure applies
 - e. The other party, or its employees or visitors, are guilty of discrimination in breach of the law and/or good morals and/or Amerpodia's business philosophy.
- 8.2. If a situation occurs as referred to in article 8.1, Amerpodia's claims against the other party will become immediately due and payable.

- 8.3. All damages incurred by Amerpodia as a result of the other party failing to comply with this agreement, including legal costs, will be charged to the other party.
- 8.4. If the other party cancels an event, the following charges will apply:
- If more than 6 months' notice is given: no cancellation charge
 - More than 2 months' and less than 6 months' notice: 50% of the fixed location costs
 - More than 1 months' and less than 2 months' notice: 100% of the fixed location costs
 - More than 1 week's but less than 1 months' notice: 100% of the fixed location costs plus 50% of the costs of facilities, catering and personnel
 - One week's notice or less: 100% of the fixed location costs plus 100% of the costs of facilities, catering and personnel.
- The date on which the cancellation is received by Amerpodia in writing will be regarded as the date of cancellation. In case of a partial cancellation, the relevant remunerations will be calculated proportionally. Amerpodia is authorised to reduce the cancellation costs due from the amounts already paid by the other party.
- 8.5. In situations of force majeure, Amerpodia will not be required to comply with its obligations or pay any compensation to the other party. Force majeure includes situations where the presenter/chair/artist engaged by Amerpodia is ill or unable to work.
- 8.6. In case of force majeure, Amerpodia will be authorised to (partly) terminate the agreement, by way of a written notification to that effect to the other party. Performances already provided will be charged separately.
- 8.7. Without prejudice to article 8.6, the other party may postpone an agreed event in writing by up to twelve months if, as a result of force majeure in connection with the COVID-19 virus, it cannot reasonably be required to keep to the initial date.
- 8.8. Events and circumstances relating to Covid-19 and/or other epidemics or pandemics and/or related circumstances outside Amerpodia's control may constitute grounds for it to adjust the payment and other conditions, and wholly or partially to suspend or terminate the agreement and the fulfilment of its obligations.
- 8.9. If a case as mentioned under 8.7 or 8.8 occurs, any down payment made by other party is non-refundable.
- 8.10. Failure by the other party to obtain the necessary permits/exemptions does not constitute force majeure.

9. Liability

- 9.1. The other party will be liable for damage incurred by third parties, arising from the use of the leased space by the other party.
- 9.2. The other party will indemnify Amerpodia against claims from third parties pertaining to damage in that respect, even if the damage was caused by employees of Amerpodia/third parties it engaged, by it committing a wrongful act or any other reason, except for in so far as there is wilful intent or gross negligence on the part of Amerpodia.
- 9.3. In case of failure to comply with the obligations ensuing from the law (such as Working Conditions Legislation), with the agreement or these general terms and conditions, with the house rules, with the UVH or with any other terms and conditions that apply, the other party will be liable for damages incurred by Amerpodia as a result of this.
- 9.4. Amerpodia is in no way whatsoever liable for goods/items brought into the leased space by the other party. This also applies for goods from third parties present in the leased space (such as coats in the wardrobe). The other party indemnifies Amerpodia against claims from third parties.
- 9.5. The other party undertakes to hold a proper third-party liability insurance. The other party will be obliged to provide Amerpodia with a copy of its insurance policy, should Amerpodia so require.
- 9.6. Amerpodia assumes the information provided by the other party to be correct and is not liable for damage that is a consequence of incorrect or incomplete information, incorrect instructions, or else information or instructions that were not submitted in time by the other party.
- 9.7. The other party should be aware that the Municipality of Amsterdam applies stringent provisions with regard to parking, loading and unloading and the weight and length of the lorry/lorries. Amerpodia will not be liable for fines, tickets, etc. in this regard.
- 9.8. Amerpodia will only be liable for direct damage if this damage is attributable to its wilful intent or gross negligence. A claim for compensation of damages must be made in writing. A legal claim from the other party regarding damage will lapse one year after the end/completion of the agreement that the claim pertains to.

9.9. Amerpodia will never be liable for indirect damage, consequential damage or loss of profits. The liability of Amerpodia will in any case be limited to the amount paid out by the insurer of Amerpodia plus the excess. For damage that is not covered by the insurance that was taken out the amount of the compensation for damage will be limited to the sum of the agreement.

10. Facilities and services

- 10.1. The facilities and services purchased by the other party are provided in the agreement.
- 10.2. The other party may use the technical facilities available in the leased space, unless otherwise agreed upon in writing. The other party will inform Amerpodia about the wishes regarding the technical facilities no later than ten working days prior to the start of the event. Operation of these technical facilities will be provided by Amerpodia. The use of equipment brought in by the other party will only be allowed after consent by Amerpodia in advance and Amerpodia will not be responsible or liable for this as a result.
- 10.3. Within the leased space, Amerpodia provides services in the field of furnishings, lights, sound, audiovisual equipment, personnel and catering. For the services Amerpodia cannot provide by itself, it uses regular suppliers. The other party will be obliged to use these services/regular suppliers of Amerpodia, unless otherwise agreed upon in writing.
- 10.4. The other party will be held to use the minimum number of required personnel of Amerpodia, all this as provided in the agreement.
- 10.5. If the other party does not use the Amerpodia catering service, Amerpodia will attach (financial) conditions to an external catering service engaged by the other party.
- 10.6. The other party can reduce the number of attendees by no more than 10% up until 10 days prior to the event, with no further cancellation costs. This number is binding for the final invoice. Any additional costs as a result of an increase of the number of attendees will be charged to the other party.
- 10.7. The other party will ensure the payment of costs imposed by the Dutch Performance Rights Organisation *Buma/Stemra*, or else by any other party for copyrights, for example music that is played in the leased space. The same applies for any payments of premiums and taxes for other services engaged by the other party (such as performing artists).

11. Marketing and communication

- 11.1. Without prior written consent from Amerpodia, the other party will not be permitted to attach or distribute publicity material, advertising material and/or leaflets about the event or about the other party to or at the location of the event, or have these applied or distributed.
- 11.2. The other party will be permitted to make recordings for film, TV or other means within the building, or else have these made, to apply for its own use, subject to the express condition that Amerpodia may use these recordings royalty-free. It is not permitted to publish these recordings on television or other media without the express written consent from Amerpodia. Where relevant, Amerpodia will be authorised to increase the rent of the space in question to no more than double the rate.
- 11.3. The other party will be responsible for obtaining the required consent from all copyright owners involved in the organisation and execution of the event.
- 11.4. The other party will ensure that the copyrights due are paid in time and that Amerpodia is indemnified against claims from the relevant competent authorities.
- 11.5. The sale of merchandising, in the broadest sense of the word, will only be permitted after prior written consent from Amerpodia, against terms and conditions and remunerations to be determined later.
- 11.6. Amerpodia may at all times organise a guided tour for commercial purposes during the event.

12. Final provisions

- 12.1. In case one or more provisions from these terms and conditions are wholly or partially in breach of any statutory provision, the other provisions will remain in full force. Where the provision to the contrary is concerned, parties will be deemed to have agreed what is legally permitted.
- 12.2. All agreements concluded with Amerpodia are subject to the laws of the Netherlands.
- 12.3. All disputes arising as a result of the agreement between Amerpodia and the other party will be submitted to the competent court in Amsterdam, the Netherlands.