



General Terms and Conditions 1 - 2

1 Liability

- 1.1 The contractual partner, according to the service contract, is liable for stolen or damaged utensils, superstructures Costumes and valuables of the service provider (Elisabeth Nitschmann, c/o Der Schuhputzer), the Artist or the performer, which were not brought about by himself, to the full extent to the Replacement value. This is especially true for events lasting several days.
- 1.2 In the event of non-compliance with the service contract, the guilty contractual partner has a contractual penalty in the amount of of the agreed fee plus the applicable value added tax. With the exception of one of the contracting parties, the agreed information in the service contract on the same dates and under the same conditions create equivalent replacements.
- 1.3 Elisabeth Nitschmann, c/o Der Schuhputzer, assumes no liability for events caused by adverse circumstances, such as rain, snow, storm or other events, which must be cancelled or cancelled the contractor is not responsible. Here is nevertheless the agreed sum net plus the valid VAT to be paid according to the service contract.
- 1.4 Can the agreed service be due to missing conditions specified in the GTC or by Circumstances for which the service provider is not responsible are not fulfilled, the agreed sum is still net plus the applicable VAT without deductions to be paid.
- 1.5 The construction of the utensils and superstructures of the artist or the performer generally takes place shortly before Start of the event. Should an earlier construction be desired, the liability of the contractual partner begins from this point in time.

2 On - Departure

- 2.1 These will be transport and travel costs per artist, performers from the company headquarters "Krefeld" for the trip to the Venue and back to Krefeld calculated.
- 2.2 With "Google Maps" the kilometers are determined and billed. The kilometres to be billed include the Arrival and departure route (Krefeld - venue - Krefeld) as well as the return trips to the hotel during the Event days. (Venue - Hotel - Venue) For multi-day events and daily Arrival will be calculated by the kilometers per day of the event. (Krefeld venue - Krefeld multiplied by the Event days)
- 2.3 Tolls, ferry crossings, vignettes will be invoiced separately at cost price.
- 2.4 For each kilometre driven, 0.50 euros net will be charged plus the applicable value added tax.
- 2.5 For events in pedestrian zones or similar, the organizer has for the free arrival and departure of the service provider - Suppliers. (*Special permit for entry, special permit for the provision of the service in the public sector*) Room, if necessary, permission to arrive and depart outside the applicable delivery times, removal of any Entry obstacles, bollards, etc.) Should be due to missing permits, fines, towing costs or other Circumstances Further costs arise and are to be paid by the contractual partner.
- 2.6 The construction of the utensils and superstructures of the artist or the performer generally takes place shortly before Start of the event. Should an earlier construction be desired, the liability of the contractual partner begins from this point in time. (*Liability see under Liability 1.1*)
- 2.7 The service provider / supplier must be provided with a free parking space near the event. In the case of Unloaded, the distance of the parked vehicle should be a maximum of 50 meters from the venue. If parking fees apply in hotels or guesthouses for events lasting several days, these are also from the Contractual partner to pay. Parking fees of any kind are borne in full by the contractual partner.

3 Assembly and dismantling

- 3.1 The construction of the utensils - superstructures of the / the artist or the performer generally takes place shortly before Start of the event. If the body is desired one day in advance or must be due to the journey (from 150 kilometers one way (company headquarters "Krefeld")) one day in advance, a surcharge of € 250.00 net plus the applicable VAT (plus hotel and food costs).
- 3.2 The dismantling takes place immediately after the end of the event according to the service contract. If immediate dismantling is not possible, the contractual partner has a lump sum of 45.00 euros net plus VAT per hour or part thereof, until possible dismantling of the applicable VAT.
- 3.3 The contractual partner undertakes to clarify all circumstances before the actual event so that the / the artists or the performer(s) have unrestricted access to the venue. (access roads, which floor, access cards, entrance tickets, entry permits, special parking rights, etc.)
- 3.4 Events that do not take place at ground level (e.B. when stairs have to be overcome or similar) must be a EleVATor is available or a person is parked to hand the deliverer. The person must be in be able to carry the superstructures with the deliverer.



General Terms and Conditions 2 - 2

- 3.5 For the artist or the performer, a cloakroom / heated room is provided to move and depositing valuables/utensils. This does not include toilet rooms as a changing room. (*Liability see liability under Liability 1.1*)
- 3.6 If events take place outside or in the open air, the contractual partner has to ensure a suitable rainy provide wind protection (at least 4 x 4 meters). At temperatures below 18 degrees, a suitable heat is also source at the shoe shine stand, barrel organ player etc.
- 3.7 At trade fair events, care must be taken to ensure that the service provider / supplier has free access to the exhibition grounds, receives a parking card for his vehicle, the vehicle if possible on the exhibition grounds next to the exhibition hall parking can be parked where he is active, if necessary an exhibitor trade fair pass for free admission and entering the exhibition grounds. Any deposits for entering the exhibition grounds are subject to the contractual partner to be deposited in advance at a suitable location. Please inquire with the trade fair management whether a setup shortly before. The start of the event is possible as well as the dismantling after the end of the service contract for loading. Is this not the possible please note point 3.2

4 Presence of artists / performers

- 4.1 The artist / performer is entitled to a break of 15 minutes every 2 hours, these break times increase the Not event times.
- 4.2 If prior attendance or stand-by times are desired, these will be paid with 45.00 Euro net plus the valid VAT is calculated.
- 4.3 If, for any reason, the artist / performer cannot immediately leave the venue or Not inviting equipment will be charged at 45.00 Euro plus the applicable VAT per hour or part thereof.
- 4.4 Please note that we only charge in daily rates. (Daily rate = 5 hours) Shorter times can not Be remunerated or offset against the next day. Bookings per day via the daily rate are possible at any time. Basis of calculation: Divide daily rate by 5 then multiplied by the event hours.

5 Expenses

- 5.1 Costs for drinks in the usual framework, during the event, are covered in full by the contracting party. For each day of the event, also on the day of arrival and departure, a meal allowance of 15,00 Euro net plus the valid VALUE added tax.

6 Other

- 6.1 Photos of our artist(s), performers, employees and equipment (including made recordings) Third parties) require our written consent before publication of any kind. Every Violation will be prosecuted legally and warned for a fee. Written permission is given without exception by "Elisabeth Nitschmann Thywissenstr. 62, 47805 Krefeld".
- 6.2 Only the written service contract and the associated terms and conditions are decisive. Changes, additions as well as waiver of the written form can only be agreed in writing. No ancillary agreements have been made.
- 6.3 In addition, the law of the Federal Republic of Germany shall apply.
- 6.4 Place of performance and jurisdiction for all claims arising from the service contract and Legal disputes are the District Court of Krefeld.
- 6.5 Should individual provisions of these Rules of Procedure / GTC be void for any reason, thereby shall not affect the validity of the remaining provisions.

7 Terms of payment

- 7.1 Prices are quoted in Euros and are - unless otherwise stated - net prices, the respectively valid VAT will be charged separately.
- 7.2 The invoice amount is free of deductions in cash immediately after the end of the event or by bank transfer within of 7 working days. An installment payment is not possible and will not be accepted.
- 7.3 Contractual partners outside Germany must always pay the entire sum according to the service contract in advance achieve. The payment must, with signature of the service contract, immediately without deductions to the bank account which is at the bottom of the footer of the invoice, stating the invoice number and the date of the event, be paid.
- 7.4 Cash payments and bank transfers are only accepted in Euros.