

REGULATIONS OF LEASE OF SZCZECIN PHILHARMONICS

§1

1. The Lessor – Szczecin Philharmonics.
2. The Lessee – a natural person, legal person or an organisational entity without legal personality, making a reservation of space and being responsible for the Event organisation.
3. The Event – an event organised by the Lessee inside the Lessor's space (e.g. concert, conference, company anniversary and other).

§2

1. The following rooms in the Philharmonic building may be leased:
 - symphony hall,
 - chamber hall,
 - main foyer,
 - exhibition space – gallery Level 4.
2. A person interested in leasing space may acquire information regarding available dates by sending a short enquiry containing a description of the Event and the date on which it is supposed to be held to the following address: wynajmy@filharmonia.szczecin.pl. In reply to the enquiry, the Lessor will present a lease quotation to the enquiring party, provided that the date and requirements of the event are not in conflict with the Lessor's plans and commitments.
3. A final reservation of a date is made after the Lessee has filled in a lease form (Annex no 1 to the Regulations), it has been approved by the Lessor via e-mail and a reservation fee, referred to in § 2.4, has been paid. The form ought to be sent and the payment ought to be made at the latest within a month from the specification of available dates to the Lessee, otherwise the Lessor will not guarantee the availability of those dates any more.
4. The reservation fee must be paid in the amount equal to 25% of the sum charged for 6 h of lease of the reserved space into the Lessor's bank account at PEKAO SA II o. Szczecin number 61 1240 3927 1111 0000 4099 0309 or in cash at the Lessor's main cash desk (open on working days between 9:00 am and 3:00 pm).
5. If the Lessee cancels a reservation less than 3 months prior to a scheduled Event, the Lessor will be entitled to retain a reservation fee.
6. The condition for the completion of a reservation is that the Lessor and the Lessee sign an agreement 30 calendar days prior to the planned Event at the latest. The agreement is drawn up on the grounds of a previously sent lease form and the technical riders provided for the

Event. The annexes required for the lease agreement include: an excerpt from the National Court Register /KRS/ or the Central Registration and Information on Business /CEiDG/ for the Lessee; a copy of a third party liability insurance policy; a declaration regarding insurance scope (Annex no 2). In the event of failure to sign the agreement within the specified time limit, the reservation is cancelled and the Lessor retains the reservation fee.

7. Prior to the conclusion of the agreement, the Lessee is obligated to present a detailed programme of the Event.

8. In order to ensure the highest quality of cultural offer and the institution's image, the Lessor reserves the right to approve the Event's artistic programme proposed by the Lessee.

9. Lease rent must be paid 7 days before the Event commencement at the latest. In justified cases the date of payment may be subject to change, and in particular in the case of concluding subsequent agreements with the same Lessee or if the Lessee submits a suitable security of payment. If the payment is not made within the above-specified time limit, the agreement is subject to termination and the Lessee is obligated to pay to the Lessor a contractual penalty in the amount stipulated in the agreement.

10. The Lessee is not entitled to deduct the reservation fee from the Lessor's remuneration. Upon the conclusion of a lease agreement, the above-specified amount turns into a refundable deposit for any possible damage and contractual penalties, referred to in § 7. The Lessor refunds the deposit to the Lessee within 5 working days from the date of signing a report of acceptance of the subject of lease by the Lessor from the Lessee with a "no remarks" annotation. If the subject of lease is accepted by the Lessor from the Lessee with any remarks, the deposit is refunded within 14 days from date of the Lessee's payment for damage removal, in pursuance of § 7.6. In the case of failure to pay for any damage removal, the deposit is reduced by the amount necessary for damage repair and refunded within 21 days from the date of receiving an official letter from the Lessor with a copy of an invoice/bill for damage removal. The deposit is refunded to the same account from which the Lessor received the deposit amount. Any change of the account to which the Lessor is to return the deposit must be made in writing, on pain of invalidity.

§3

1. Lease time starts running from the beginning of the first hour until the Lessee and all the persons invited by the Lessee vacate the building.

2. If the time frame specified in the Agreement is exceeded, the Lessor reserves the right to charge the Lessee with additional costs.

3. The number of participants must not exceed the number of seats in a given space subject to lease:

Symphonic hall – 848 (excluding the seats in the choir and the last row of side galleries are used - unless the Lessor decides otherwise, the exclusion of these seat is mandatory); in special situations, the Lessor may decide to increase the number of available seats - to maximum 953.

Chamber hall – 192;

Lobby and exhibition space – gallery Level 4 – the limit is determined on an individual basis, depending on the space arrangement.

§4

1. The Philharmonic does not sell tickets to the Event organised by the Lessor. Before a planned ticket sale, the Lessee needs to acquire the Lessor's approval of the technical rider via e-mail and provide basic information about the Event: date, time, name, ticket prices, distribution channels, planned date of sale commencement, and contact details to the organiser, which the Philharmonic will post on its web site.
2. The Lessor is obligated to exclude seats 17-32 in row XII in the stalls from ticket sale, which are allocated for the Lessor's needs, seats 17-19 in row XIII in the stalls, which are required for the mixers and any possible additional seats resulting from the technical rider and stipulated to the Lessee after its examination. The Lessee is obligated to deliver to the Philharmonic the tickets reserved for the Lessor's needs 30 calendar days before the scheduled Event at the latest.
3. In all the Lessee's promotional and informational materials concerning the Event, be it printed, distributed by electronic means, or posted on the Internet, the Lessee is obligated to include the information about the Event venue in the following wording: "Szczecin Philharmonic" / "Symphony Hall of Szczecin Philharmonic" / "Chamber Hall of Szczecin Philharmonic" / "Building of Szczecin Philharmonic". The Lessee must also provide the same information in the above-specified wording in the course of all media appearances concerning the Event. The Lessee must not use the Lessor's logotype in promotional and informational materials regarding the Event without first obtaining the Lessor's written consent.
4. Neither the Lessee nor other persons (performers, contractors, and the audience) may record the Event (audio/video) for purposes other than archiving. Any other use of recordings made during the Event requires obtaining prior consent from the Lessor in writing, on pain of invalidity.
5. The Lessor does not guarantee displaying posters or any other promotional materials at the Lessor's seat. Promotional materials may be exhibited, after prior arrangement with the Lessor, during the lease hours, provided that it is not in conflict with the promotion of the Lessor's events or with the general rules regulating the use of the space. There is a complete

ban on the exhibition of any advertising material – roll-ups, walls or posters - in the Symphonic hall.

§5

1. The Lessee undertakes to observe health and safety regulations, sanitation and firefighting regulations and any regulations in force in Szczecin Philharmonic. In particular, the Lessee acknowledges that there is a total ban on smoking in the building, the consumption of alcoholic beverages is only allowed at the café, while hot meals can only be served at the artists' bar or in the lobby, provided that it was leased for that purpose.
2. The Lessee acknowledges and undertakes to observe the ban on drinks and food consumption in the concert halls and backstage.
3. If the Lessee organises a banquet, the Lessee is in charge of its entire organisation.
4. The Lessee is obligated to contact the Lessor with a selected catering company not later than 7 days prior to the event, in order to agree on the rules of its operation and to consult the menu. Red wine and other colouring dishes must each time be excluded from the menu.

§6

1. The Lessee is obligated to maintain the cleanliness of all the spaces put at its disposal, and in particular it is obligated to:
 - remove rubbish and any unnecessary packaging on an ongoing basis and after the lease completion the Lessee shall leave the lease spaces free from any things,
 - if catering service is provided, the Lessee must secure the floors and walls in the rooms serving as a catering facility with thick foil.
2. If any constructions are assembled in the leased space, the Lessee is obligated to present their plan and acquire the Lessor's approval. Every element placed on the floor or on stage must be secured with felt.
3. The Lessee undertakes not to tape or cover the surface of the walls, floors or other interior elements in a permanent or damage-causing manner. If additional cabling needs to be laid, only "MagTape Xtra Pro Matt" tape is acceptable. For the purpose of securing the catering facilities, only blue masking tape is permitted.
4. In the concert halls only the use of "hazer" type foggers of MDG make with dedicated liquid is permitted. The Lessor reserves the right to decline its permission for any fogging during an event, if an equipment test activates fire detectors. The intention of fogging, unless it is included in the technical rider, must be stipulated to the Lessor at the stage of consulting the agreement terms and conditions.

§7

1. The Lessee is fully and exclusively liable for any possible personal injury or damage to property arising in the course of this agreement duration for reasons attributable to the Lessee. If contractors or the audience/guests raise any claims to the Lessor, the Lessee is obligated to satisfy such claims.
2. The Lessee is obligated to hold a valid third party liability insurance throughout the entire lease agreement duration to the insurance amount not lower than PLN 100 000 (say: one hundred thousand zloty), satisfying the conditions stipulated in the Declaration regarding a third party liability insurance. The Lessee is obligated to present the insurance policy to the Lessor on the date of the lease commencement at the latest, and its copy constitutes an annex to the agreement.
3. The Lessee is obligated to release to the Lessor the subject of lease and other spaces made available to the Lessee in the same condition in which they were handed over by the Lessor.
4. The condition of the subject of lease is assessed on the grounds of the following reports:
 - a) report of handing-over the subject of lease by the Lessor to the Lessee,
 - b) report of acceptance of the subject of lease by the Lessor from the Lessee.
5. If any damage (understood also as soiling that is hard to remove, whose cleaning with commonly available agents fails to bring the desired effects) is caused to the building, and in particular, any damage to the stage, seats, walls, floors, fitted carpets, etc., such damage will be removed by the Lessor at the Lessee's cost.
6. The Lessee must pay the costs of damage removal within 7 days from the date of receiving an official letter from the Lessor along with a copy of an invoice/bill for damage removal.
7. The Lessor is not liable for things (equipment, devices, advertising materials, etc.) and personal effects belonging to the Lessee left unattended at the building premises.

§8

1. For every lease the Lessor will nominate an employee who will oversee the performance of the lease agreement and with whom the Lessee will be able to agree upon any issues not covered in the Regulations.
2. The Lessee, its employees, and persons performing work for its benefit are obligated to carry out order-related instructions given to them by the Lessor and its employees.

§9

1. The Lessor is entitled to terminate the agreement with immediate effect if:
 - a) the Lessee uses the subject of lease and the Building in a manner that constitutes a risk of personal injury or damage to property;

- b) the Lessee exceeds the limit of seats specified in § 3.3 of the Regulations;
 - c) the Lessor receives an official order from the Police, the Fire Department, etc., to stop the Event immediately;
 - d) the dates and times of permitted stay at the premises (including also the works related to assembly and disassembly) have been exceeded.
2. If circumstances independent of the Lessor arise, the Lessor reserves the right to cancel, shorten or re-schedule the time of the space lease.
 3. The Lessor reserves the right to introduce amendments to the Regulations.
 4. All the issues not included in the Regulations are regulated by the Civil Code.
 5. Any possible disputes arising under the concluded lease agreement will be submitted for resolution to a Court competent for the Lessor.
 6. The Regulations enter into force on 01.09.2017.



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