



## **Agreement on the Leasing of Premises**

**at the Institute for Advanced Studies (IHS), Josefstädter Straße 39, 1080 Vienna, Austria**

This rental agreement is between \_\_\_\_\_ (herein after referred as organizer) and the Institute of Advanced Studies (herein after referred as lessor). The purpose of this agreement is to define the obligations of both parties pertaining to the rental of the lessor's event venue described in the enclosed attachment.

The organizer leases the IHS premises to conduct the \_\_\_\_\_ (name of the event). The organizer is not entitled to organize any other workshop or conference in the leased premises without the approval of the lessor. The organizer is also not entitled to sub-lease the premises or to grant right of use to third parties. The lessor can only grant approval to the execution of scientific events held in his premises.

The organizer understands that the Institute of Advanced Studies is a research institute located in a heritage-protected building in Vienna. In order to not interfere with the scientific operation, the lessor has to approve the use of all additional spaces not specified in this agreement (e.g. open spaces, hallways, stairs, garden etc.).

### **Event Staff**

As soon as the organizer and his staff members enter the building, a location manager of the lessor will be at venue. It is deemed as agreed that the lessor – if necessary - can assign his own security staff, house technician and receptionist for the duration of the event. Incurred personnel costs will be covered by the organizer.

The organizer has to provide the lessor with a staff and participant list prior to the event for access authorization. The lessor needs to be informed about any use of outside personnel for security, cloakroom or cleaning by the organizer who is fully responsible for outside personnel. Technical set-ups can only be executed by the organizer's staff. Incurred personnel costs are covered by the organizer upon approval with the lessor.

### **Organizer's Responsibilities**

The organizer expressly declares to have the rights, in particular all official permits for the event execution. Any required event registration is done by the organizer. Fees, taxes or charges related to the event, such as entertainment tax or royalty payments are paid by the organizer.

The organizer is obliged to indemnify the lessor from and against any and all personal injuries and material damage claims that may be made against the lessor in connection with the event. The organizer is liable for any arising damages in the rented premises during the event, including technical equipment. The lessor shall not be liable for any damages which are caused by false alarm, power outage, and malfunction of elevators or similar. The lessor does not accept any responsibilities for lost property or items of event participants at venue.

The event is organized by the organizer at own expense and own risk. The organizer is not entitled to withdraw from this agreement, in case the event does not attract enough visitors or the organizer is not granted the official permission by authorities to execute the event.

The organizer is obliged to arrange appropriate liability insurance for the event and provide the lessor with a copy of the insurance policy proving the existing insurance coverage.

### **Publicity / Use of Name and Logo**

The organizer should not use the name of the lessor or the logo in any invitation, publicity releases, advertising or any other publications without the lessor's prior written approval. It is not allowed to display any material (incl. banners) without approval. Even after the approval of the logo usage, the lessor will not appear as main or co-organizer.

The lessor has to approve any placement of notices and posters at the institute. All publications need to have a visible imprint and can only be displayed at pre-defined positions in the building. The material's content must not promote any illegal or criminal behavior and must not conflict with any standard practices.

The lessor will receive copies of the printed event promotion material (such as invitations, posters or program booklets).

### **Event Set-Up**

The organizer and the lessor have to agree on detailed times for the event set-up, the execution and the dismantling. The organizer is solely responsible for the planning and execution of the event. The organizer needs to provide the lessor a detailed program schedule including technical details, room set-up and personnel needs (see attached event registration form).

The entrance to the Institute of Advanced Studies and parking space are only to be used for loading and unloading of equipment. The organizer needs to inform the lessor of the specific needs two weeks before the event so that enough space can be reserved.

The lessor will provide technical equipment and furniture as defined in the enclosed event registration form.

The building of the institute is heritage-protected. This means that any structural measures at or in the building are forbidden. Installations of any kind and decorations need to be approved by the lessor. The set-up of any installation in front or in the building without approval of the lessor is forbidden. The cleaning of the rental premises is done by the lessor's cleaning company. The costs are covered by the rental fees. Upon termination of the lease the organizer is obliged to return the rental premises in its original state (except cleaning).

Smoking is forbidden in the entire building. There are two smoking areas accessible as an exception to the smoking ban, one in front of the building and one in the inner courtyard.

**Catering**

The lessor has a list of approved caterers to choose from. No caterer can be used that is not on this list. Each caterer on this list is familiar with the lessor's venue, rules and regulations.

**Fees and Deposit**

The rental fee and terms for the leasing of the premises are described in the enclosed attachment. Upon signing of this agreement a 50% deposit of the total rental fee is due to hold the venue for the agreed event. 50% will be due one week prior to the event. There will be no VAT included in the rental fee. As a nonprofit association the lessor is exempted from VAT. In case of default of payment an interest rate of 12% p.a. will apply.

All payments need to be transferred to the account of the lessor:

Account holder: Institut für Höhere Studien (IHS)

Bank: Bank Austria Creditanstalt

Address of the Bank: 1010 Vienna, Am Hof 1

Swift: BKAU AT WW, IBAN: AT 27 1100 0002 3742 4700

This offer is valid until: \_\_\_\_\_

**Cancellation**

Each deposit is non-refundable. If a cancellation occurs within the last week of the event, the full value of the event fees will be due as cancellation fee. The lessor is entitled to cancel an event, if disclosures about the event prove to be misleading or wrong.

The residence of the lessor shall be the exclusive place of jurisdiction for any disputes for both contractual parties.

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Date

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Dr. Martin Kocher

Director, Institute of Advanced Studies

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Date

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<<Organizer>>

<<Company>>