

proBier Bamberg

November 24/25, 2017

terms of conditions

- § 1 Organizing Company:
Bamberg Congress+Event Service GmbH, District Court of Bamberg, HRB 5200
Managing Director: Horst Feulner
herein after called AL
address: Mußstr. 1, D – 96047 Bamberg
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internet: www.probieb-bamberg.de

Organized and performed in cooperation with "Promotion of Economic Development of the City and District of Bamberg"

- § 2 Place of issue: Concert and Congress Hall of Bamberg – herein after called CCH
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|---------------|-----------|-------------------|---------------------|
| Installation: | Thursday, | November 23, 2017 | 08.00 am – 06.00 pm |
| | Friday, | November 24, 2017 | 08.00 am – 03.00 pm |
| | Saturday, | November 25, 2017 | 09.00 am – 11.00 pm |
- Opening hours: Friday, November 24, 2017 05.00 pm – 11.30 pm
Saturday, November 25, 2017 11.00 am – 10:30 pm
Last orders of drinks may be placed 30 minutes before closing time on both days.
- Disassembly: Saturday, November 25, 2017 10.30 pm – 01.00 am
Sunday, November 26, 2017 08.00 am – 01.00 pm

- § 3 proBier Bamberg is intended to serve as a beer consumption fair.
Only local beer specialties and so-called Craft Beers (beers that have a unique character) may be served as products of the participating breweries.

The latter are obliged to offer their beer exclusively in unique proBier drinking glasses that are on sale for visitors; drinking glasses and bottled beer of the individual brewery may not be used at the breweries' stalls. The unique beer glass of the fair will contain 0.1 l (litres).

Beyond that, the exhibitors are permitted to offer foods and luxury food stuffs that have a special relation to their beers.

No high-proof alcoholic drinks are allowed to be served. Side products of beer brewing are exempted from that regulation.

People serving as waiters or employed as food preparation personal are obliged to provide a certificate of health by request.

- § 4 At the proBier Bamberg Fair, only beers as stated in the leasing contract may be served.

- § 5 The entrance fee for the public is EURO 9.00.
This includes one free tasting sample. Each visitor is entitled to receive one crown cap randomly which is labelled with a stall's number. The visitor is free to redeemed the crown cap at the respective exhibitor's stall. It is up to the exhibitor to decide which brand of beer will be offered at his stall.
The exhibitor agrees to return 50 free tasting sample, each to one crown cap with the number of its stall.
In case there are more visitors than numbered crown caps, the visitors will get paper tokens, which are redeemable at every stall. The exhibitor charges the paper tokens redeemed at its stall to the AL's account; to do so, the exhibitor mails an invoice to the AL office by post and encloses the paper tokens to it.

Every visitor receives a proBier drinking glass for a deposit of EURO 5.00.

- § 6 The price of 0.1 l of beer is set at EURO 0.50, resp. the multiplication of it.
Beyond that, the exhibitor may take the liberty of setting his pricing scheme. This also applies to the selling of food and luxury food stuffs as stated in § 3.

- § 7 The sale of bottled beer, as stated in the leasing contract, is only possible at the central beer stand. This applies exclusively to single bottles. For reasons of storing, no more than two crates of beer per

exhibitor may be stored at the central beer stall which will be operated by AL.

The price of each bottle of beer (including the deposit) has to be shown in print on the exhibitor's bottle. The price is EURO 0.50, resp. a multiple of it. Beer can only be purchased at the stall run by the AL which receives the commission of 10 % of the gross selling price of all products sold there.

After the exhibition, the exhibitor charges the tokens redeemed at the central stall to the AL's account; to do so, the exhibitor mails an invoice to the AL office by post.

Any promotion material of the exhibiting company may only be distributed at the central stall. Admission of distributing promotion material may be granted by the AL.

- § 8 Each exhibitor sells his material at his own expense. All earnings of the fair remain with the exhibitor.
- § 9 The selling of non-alcoholic drinks is the exclusive right of the AL. Consequently, the exhibitors must not hand out such drinks, not even for free.
The cost of alcohol-free beer is excluded from this regulation.
- § 10 There will only two different sizes of stalls: 4 metres by 3 metres or 3 metres by 2.5 metres. Other sizes are not available. Several exhibitors may run a joint stall. Exhibitors, who apply a joint stall without having a partner, will be allocated to another exhibitor by the AL.
- § 11 The logistics of drinking glasses is a matter of AL who also takes full responsibility for the cleaning of drinking glasses as well as the provision of clean drinking glasses. If a customer wishes to exchange his used drinking glass for a clean one upon returning his used glass, his wish must be followed. Clean drinking glasses may only be exchange for used ones.
- § 12 It is a crucial precondition of participating in the proBier to guarantee a high level of performance. The abidance of the law for the protection of the young is of the highest priority.
- § 13 The AL takes the exclusive right to assign stalls to the exhibitors. The date of application is not relevant in this context. Applications become valid when the invoice is in the hands of the exhibitor. The AL reserves for himself the right to move stalls for organisational reasons. Relocation is of no relevance concerning a reduction of the fee.
The maximum height of stalls in the Hegelsaal is limited to 2.5 metres, and of those in the foyers to 3.50 metres. Stalls higher than these limits require approval by the AL.
- § 14 Licenses are issued by the AL. A given license may be revoked, when facts become known that would have caused a refusal in the first place.
In order to allow electronic processing of the applications they will be filed and offered to third parties, should circumstances require such a move.
- § 15 The AL reserves the right to refuse applications. As for rivalry businesses, their exclusion may neither be demanded nor approved of.
- § 16 The exhibitor is obliged to permanently man the stall with qualified personal for the time of the exhibition.
Outside the opening hours (including the installation as well as the disassembling), particularly during the night, the presence of personal inside the CCH is strictly prohibited.
- § 17 Deadline of application is July 31, 2017. The date of the postmark is the relevant item.
- § 18 The AL reserves the right to cancel the fair, if the number of applicants is insufficient to guarantee a proper implementation.
- § 19 Basically, materials that are re-usable and produce little negative impact on the environment ought to be used for the instalment and the running of the stalls.
To leave back material of any kind at the CCH is generally prohibited; regardless of its value, it will be disposed of at the exhibiting company's costs.
- § 20 Locations of the stalls will be allocated to the exhibitors prior to installation. Any deficiencies of the stalls or of the rented items must be made known to the AL immediately. Belated reports will not be acknowledged and exclude any form of warranty.
- § 21 The design of the stalls at the allocated locations is a matter of the exhibitor. Company labels and transparent screens must not extend into the hallway. The design and delineations of the stalls must be in accordance with the handed out plans and the orders of the AL. Individual superstructures and decorations must be in accordance of t current building and fire regulations.
Electrical installations must be approved of by the general electrician of the CCH.
All installations must have been finished by three o'clock on the opening day at the latest. Otherwise, the AL has the right of changing the original plan. If even by then, the assigned location has not been used, the rental costs will have to be due. In case of a delayed disassembling, the organizer is entitled to clean the place at the costs and warranty of the exhibiting company.

Preliminary disassembling of the stall or partly disassembling is not allowed and ensues a penalty of breach of contract of 50% of the rental fee.

- § 22 The issuing of promotion material beyond the stall premises needs the permission of the AL und must promote the general idea of the fair.
- § 23 A varied framework of entertainment events is a further concept of the Bamberg probier Fair.
- § 24 The invoice automatically serves as confirmation and stall location.
The cancellation fee adds up to 40% of the agreed rental fee.
In case of the exhibitor's cancellation in less than four weeks before the official opening of the Fair, the complete amount of the payment of the assigned stall will be charged as cancellation fee.
In both cases, the cancellation fee is agreed upon as the overall compensation for the damage to the organizing company so that a reduction of that compensation will be renounced, for which reason ever.
- § 25 The stall fee is due four weeks before opening.
In case of a belated receipt of payment, the organizer has the right to recall the contract in written form and allocate the stall to another exhibitor. In that case, the cancellation fee is due just as well.
- § 26 Without permission by the AL, the exhibitor has no right to cede or exchange his stall – partly or completely – with a third party. If several exhibitors share a stall each partner is liable for the complete rental fee.
- § 27 Each exhibitor is offered free access to the electricity supply (safety socket of 16 A).
The demand of a safety socket should be included in the application form.
- § 28 It lies within the responsibility of the individual exhibitor to abide all regulations and permits concerning his or his contractor's activities at the stall and its surroundings, and to fulfil all regulations mandated by the AL, the trade law, competition law, sanitary and phytosanitary conditions, fire police regulations. In case of violations, the organizer has the right to close the stall on the spot without reimbursement of the stall fee or any other claim of recourse.
- § 29 The exhibitor takes full responsibility of general public liability.
The AL recommends all exhibitors for taking out a respective insurance at their costs, since the AL is not liable for any damage or theft of material and items brought in by the exhibiting companies.
- § 30 The AL cares for general security patrols without accountability for losses or damages. Safety and security measures of the stalls lie within the responsibility of the exhibitors. This also applies to the times of installing as well as dismantling.
- § 31 A limited number of free parking spaces is available right in front of the CCH for instalment resp. disassembly.
For the duration of the fair, the underground garage of the CCH is available at the exhibitors' costs.
- § 32 Access to W-LAN is possible within the CCH via hotspots of TELECOM. The costs are with the exhibiting companies.
- § 33 The use of hazardous materials is prohibited; the same applies to open fires.
- § 34 The playing of music at the stalls is not permitted.
- § 35 By signing the application forms, the exhibitors and their commissioners accept the conditions set by the AL and the official regulations as well as the internal house rules of the CCH. The AL executes its domestic authority within the premises of the CCH. He has the right to intervene in cases of violations. Costs of such actions go to the exhibitors.
- § 36 The promotion of the fair will be in the hands of the AL; it will be performed by cooperating with the help of press releases and contributions of radio stations, in the internet through <www. probier-bamberg.de>, furthermore through flyers and posters.
Additionally, the exhibitors will get some bottle hangers with promotion of the fair as of September 2017 to hang each of them over one bottle per crate of beer.

The promotion material will be available to the participating companies in time and free of cost. It may be ordered along with the application forms.

- § 37 Companies that intend to take the advantage of their own promotional material to be published on the internet (www.probier-bamberg.de) and demand links of their company homepage free of charge are kindly asked to send their logos to info@probier-bamberg.de together with or immediately after their applications, by July 31, 2017 at the latest. The logos must be transmitted as TIF, JPEG or Vector Graphics. Later mails cannot be considered.
Beyond that, the exhibitor provides information material concerning all beer brands offered at his stall

- which will be published in a list of brands under <www.probier-bamberg.de>
- § 38 Plans and technical documents are part of the conditions of the exhibition.
Oral supplements are only valid when accepted and confirmed by the AL in written form.
- § 39 Place of jurisdiction of all legal disputes is the City of Bamberg.