



## **Conditions/Terms for Rental of Rooms/Facilities at Technische Universität Darmstadt outside of regular teaching activities**

### §1 General Conditions

- 1) Rooms at the Technische Universität Darmstadt may be rented for scientific, academic and cultural (not religious or political) events, so long as the Technische Universität can guarantee that the event will be adequately supervised.
- 2) Rental of rooms at the Technische Universität is only possible during the teaching term from 18:00 from Monday to Friday. On weekends and holidays, exceptions may be made only if lectures are not disturbed.
- 3) The Technische Universität cannot guarantee that rooms will be available. If it becomes apparent that a particular event will disrupt the activities of the university, or that rooms/facilities are in danger of being damaged, the application for room rental will be rejected. The Technische Universität is also within its rights to release itself from the rental agreement even after it has been officially signed.
- 4) A security deposit may be required for room rental.
- 5) A fee must be paid for the use of rooms/facilities, the amount of which depends on the type of event (§2) and the size of the room or area to be rented (§3).
- 6) The official renter is required to be present at all times in the room/area while the event is taking place. The name and telephone number of the event-holder must be made available at least 5 days before the event takes place.
- 7) The renter is responsible for the safety of participants during the event and for adherence to the regulations for places of public gatherings (included as attachment with rental contract). The renter is obligated to ensure that the event proceeds in an orderly fashion in accordance with facility rules. The rented room/space and equipment are to be handled with care and only used for purposes for which they were designed. The renter is liable for all risks during the course of the event, including any preparatory activities and eventualities. The Hessen regulations regarding places of public gatherings must be complied with.  
  
General user obligations will be transferred to external renters/event organizers only as specified in the attachment, which is considered as an integral part of the rental contract.
- 8) The TU Darmstadt is responsible for undertaking a risk assessment of the event and for ensuring that the necessary qualified personnel are available to supervise the event pertinent to the potential perceived risks, unless the renter him- or herself can provide suitable personnel. The costs for the personnel provided by the TU Darmstadt will be covered by the renter. The renter is required to provide the TU Darmstadt with all necessary documents regarding the type, plan and implementation of the event at least two weeks before the event for the purposes of the risk assessment.

9) Permission to use the premises also extends to the event holder's personnel, any assistants and any extra personnel required to help set up the event and any equipment.

10) Requests from property management personnel are to be strictly complied with. Non-compliance may result in being barred from the premises.

11) The renter is obligated to terminate the event if the operation of the necessary facilities, equipment or devices in the room/area is not safe or if the renter or person running the event cannot be present during the entire course of the event.

12) The renter is obligated to conform to the room specifications for number of seats as provided by the TU Darmstadt. The number of seats indicated in the room and fire safety specifications must not be exceeded and the approved arrangements must not be altered. In rooms where there is no approved seat limit, the renter must follow §1 of the corresponding public gathering guidelines for Hessen and the applicable §1, Para. 2 Nr. 1-4 VStättVO Hessen for the maximum number of visitors during public gatherings in rented spaces/rooms. The renter is liable for any repercussions from non-compliance with these guidelines.

13) The use of open fire, flammable liquids and gasses, pyrotechnical items or other potentially explosive substances in the rented space/rooms is strictly prohibited.

14) The renter is responsible for ensuring that usage of loudspeakers and microphones conforms to health and safety regulations regarding loud noise and vibrations.

15) The renter is responsible for ensuring that the smoking ban, applicable to all rooms at the TU Darmstadt, is strictly enforced at all times.

16) The TU Darmstadt retains the right to prohibit the consumption of alcohol on a case by case basis.

17) Animals are not permitted to enter TU Darmstadt buildings.

## §2 Classification

- 1) The following groups are not required to pay rental fees, according to §3, for the use of rooms/space:
  - i. AStA, university departments, and accredited TU Darmstadt clubs and groups, as long as the event is not being hosted in cooperation with a commercial partner.
  - ii. university-internal events, as long as entrance fees are not collected and the event is not being organized according to Par 2, Nr. 1 in rooms according to attachment 1.
  - iii. events which are essential to university life, such as;
    - a. Ph.D. defences
    - b. 'Habilitation' defences
    - c. Faculty appointment committees
    - d. Evaluation/Review committees

- 2) Rental fees are required from those events which fall under the following categories:
  - i. For events which are organized by university staff (e.g. scientific/academic conferences, workshops, etc.) which are held in rooms according to attachment 1 (are non-profit), or the same type of events which are profit-oriented and take place in rooms which are not listed in attachment 1.
  - ii. Events held by:
    - i. Community/evening adult schools or colleges
    - ii. Charitable organizations (official proof of the charity's purpose must be provided)
    - iii. Events according to No. II which require entrance fees
    - iv. Other events
    - v. Regularly scheduled events put on for and by university staff (e.g. dance course, etc.)

### §3 Rental Fees

- 1) The rental fees are determined according to the classification and room size (m<sup>2</sup>). Prices are per hour. Time required for setting up and taking down will be added.
  - a. Class I: 0.25 €
  - b. Class II: 0.50 €
  - c. Class III: 0.75 €
  - d. Class IV: 1.00 €
  - e. Class V: 20.00 € flat rate per room and per hour from the starting time
  - f.
- 2) For event in class I which last up to 6 hours, it is possible to establish a half-day flat rate fee and for those lasting longer, a full-day flat fee. The mixing of fee types is not possible. For events of class I that rent the use of a foyer exclusively for catering purposes, a flat rate fee of 50.00 € per day will be charged.
- 3) The rental fee includes the use of the room's chairs, tables, speaker lectern, built-in audio-visual equipment and any attributable or incidental expenses. All other extra equipment (e.g. extra audio-visual equipment or furniture) must be requested and paid for by the renter separately.
- 4) If, as a result of the event, an inordinate amount of mess and garbage is incurred, requiring extra cleaning by the TU Darmstadt, the costs will be charged to the event organizers.
- 5) If the TU Darmstadt deems it necessary to provide extra services or hire extra personnel for the event (e.g. security guards), the costs will be charged to the event organizers.
- 6) The renter will receive notification of the costs with a payment deadline. The payment must be made 14 days before the event. All parties liable for the rental fee, as well as the renter, are also considered signatories of the rental contract. If a lack of time requires a decision to be made verbally, it shall be reproduced in written form without delay. If there is a discrepancy between the verbal and written confirmation, only the latter is considered valid.

#### §4 Cancellation

If an event does not take place for a reason that does not involve the TU Darmstadt and does not harm the TU Darmstadt, then the following applies:

- a) If the renter gives notice of cancellation over three months in advance, no rental fee will be charged.
- b) If the renter gives notice of cancellation at least three months in advance, 30% of the rental fee will be charged.
- c) If the renter gives notice of cancellation at least one month in advance, 50% of the rental fee will be charged.
- d) If the renter gives notice of cancellation less than one month in advance, the full rental fee will be charged.

#### §5 Permits

It is entirely the renter's responsibility to obtain all permits required for the event. The must be provided to the TU Darmstadt at the latest eight days before the day of the event.

#### §6 Liability

- 1) The TU Darmstadt is not liable for the state of the rented spaces, fixtures, sections of the building, or adjoining building sections. The TU Darmstadt is not liable in particular for any damages that the event organizers or third parties may have inflicted during the use of the space. The event organizer is responsible for ensuring the safety of vehicle operation in the rented space and for vehicle entry ways and exits. It is recommended that an insurance policy be taken out for purposes of the event.
- 2) It is the renter's responsibility to take all necessary precautions to ensure that visitors to the event, the TU Darmstadt, the state of Hessen and its employees incur no personal harm or property damage.
- 3) The renter will bear the costs for harm and damage caused by third parties to event participants, to employees or to him/herself, and as well to the TU Darmstadt, the state of Hessen and its employees during the use of the rented space and access paths, unless the damages are the fault of the owner. The TU Darmstadt, the State of Hessen and their employees are also exempt from all alleged claims from the above situation.

#### §7 The Showing of Films

When showing films, the renter must ensure that safety guidelines for photo/picture lectures are followed. In particular, according to §33 (1), it is forbidden to place tables, benches or chairs in the aisles. The audience is also not allowed to stand in the aisles.

#### §8 Subleasing

The renter is not permitted to sublease the rented spaces.

#### §9 Event Advertising

- 1) External event organizers are permitted to hang flyers, posters and banners, etc. in the rented space(s) during the event at no cost.
- 2) In cases where departments/institutes or accredited groups of the TU Darmstadt sign a rental contract and have university-external co-organizers, such as a company, then it is permitted to hang flyers, posters and banners, etc. in the rented space(s) as long as

the renter and the external co-organizers have signed a sponsorship agreement that covers reciprocal services. The renter is responsible for ensuring that such a sponsoring agreement has been entered into. Departments/institutes or accredited groups of the TU Darmstadt which rent space(s) are obliged to list in the rental contract any event partners.

- 3) All potential advertising activities must be outlined in the rental contract. The TU Darmstadt reserves the right to refuse permission for advertising any material that does not meet TU Darmstadt values and standards.
- 4) All advertising materials as described above in 1) and 2) are to be removed by the renter after the event is over. If not, the renter will incur the costs of removal.

#### §10 Closing provision

The conditions stipulated above are valid as of January, 1, 2012.

Darmstadt, December 7, 2011

The President  
Technische Universität Darmstadt

p.p.

Dr. Mangred Efinger, Chancellor