



## GENERAL TERMS AND CONDITIONS

**Summary of the general terms and conditions for events in the EventDome with services provided by the SEEDAMM PLAZA. The complete terms and conditions are published here: [\(\(LINK\)\)](#)**

### **1 Booking**

The booking agreement and any changes with regard to services provided by the Seedamm Space AG will be binding only once it has been confirmed in writing by the client and after reconfirmation.

### **2. Length of room rental; use of the rooms**

- 2.1 A minimum of 6 weeks before the event, the event organizer must provide the Seedamm Space AG with the detailed program, the number of participants and the function room set up as well as any other information needed by the Seedamm Space AG and the SEEDAMM PLAZA to ensure the smooth running of the event.  
If the event organizer does not live up to this obligation, the Seedamm Space AG cannot guarantee that the necessary technical, material and personnel resources can be supplied for the event. Major changes of the arrangements will be charged according to labor and other actual costs incurred.
- 2.2 The length of the rental complies with the individual agreement between the lessor and the event organizer. A use of the room which exceeds the agreed duration requires the agreement of the lessor and is subject to payment.

### **3 Legal requirements**

- 3.1 The event organizer is responsible that all legal requirements in force are adhered to. This concerns the ordinance regarding noise protection and all rules and regulations of the building control department and the fire department, as well as any other applicable regulations and conditions. Any violation of these ordinances and any fines resulting from such violations must be born completely by the event organizer.
- 3.2 Special consideration must be given to the federal noise and laser ordinance which limits the noise level as follows:  
- Average: 100 dB (A) at most  
- Maximum (peak): 125 dB(A)
- 3.3 The control is executed by the local police. The measuring is done at the sound mixer. Any violation and any fines resulting from such violations must be borne completely by the event organizer.

### **4 Escape routes and emergency exits**

- 4.1 The escape routes and the emergency exits which have been designated on the setup plan for tables and chairs may not be blocked but must be freely accessible at all times.

### **5 Parking spaces**

- 5.1 Any liability of the lessor in connection with the parking of vehicles is excluded.



## **6 Cancellation and partial cancellation of the booking**

6.1 Cancellations of bookings of events must be submitted to the Seedamm Space AG in writing by the event organizer as early as possible. If the booking is cancelled in its entirety without the Seedamm Space AG being in any way responsible for this, the Seedamm Space AG will charge the client the following lump-sum cancellation rates for the services booked (paragraph 1):

- 120 days prior to the event: 75 % of the calculated total sales (see appendix)
- 90 days prior to the event: 100 % of the calculated total sales (see appendix)

6.2 For partial cancellations with a cumulated total value exceeding a confirmed service volume of CHF 2'000.00, the same rules apply as in 6.1. above.

6.3 Up to 48 hours before the scheduled arrival date hotel room annulations with a total sale volume of less than CHF 2'000.00 are free of charge. Annulations which are made later will be invoiced in their entirety.

6.4 If, at any time, the Seedamm Space AG has reasonable grounds to believe that the event or arrangements will adversely affect the smooth operation, the security or the reputation of the Seedamm Space AG or the SEEDAMM PLAZA, the Seedamm Space AG reserves the right to cancel the booking agreement with no obligation to provide compensation.

## **7 Number of participants and hotel rooms**

7.1 The client is obliged to inform the Seedamm Space AG in writing of the final number of participants; this as early as possible but at the latest seven working days before the date of the event. This final number of participants is the basis for the invoice.

7.2 The client is obliged to inform the SEEDAMM PLAZA in writing of the final number of participants booking hotel rooms 21 days before the beginning of the event. Unclaimed room reservations expire at the latest 20 days before the event.

## **8 Liability**

8.1 The client shall be liable for intentional damage or in the case of gross negligence, whether contractual or extra contractual. The client is obliged to prove negligence. Liability stipulations for incidental or reckless damage and no-fault liability are waived.

## **9 Additional conditions**

9.1 Unless covered by a separate written agreement, the client agrees to purchase all food and beverages from the SEEDAMM PLAZA.

9.2 In principle, media advertisements (e.g. newspapers, radio, TV, Internet) that refer to an event in the EventDome or in the SEEDAMM PLAZA require prior written approval from the Seedamm Space AG or the SEEDAMM PLAZA.

9.3 The event's evening hours may only be extended with the prior approval of the Seedamm Space AG. If the reserved event's ending time is likely to extend beyond the legal closing time, the client must consult the Seedamm Space AG as soon as possible so that the necessary permits can be obtained and appropriate organizational measures can be taken.



- 9.4 Damages: The EventDome shall hold the client liable for all damages and losses caused by the client, its agents or participants, without the Seedamm Space AG having to prove negligence on the part of the client. The Seedamm Space AG rejects all liability for theft and damage to objects, clothing or materials brought in by the event planner, participants, speakers or third parties.
- 9.5 Event insurance and/or insurance for items brought onto the premises is the responsibility of the client. The Seedamm Space AG reserves the right to request proof of insurance.
- 9.6 Payment terms: The Seedamm Space AG reserves the right to require partial or full prepayment, especially in the case of larger events, or if the client is not identical with the organizer of the event. Prepayments are not refundable in the event of an annulation. Unless otherwise agreed the Seedamm Space AG will present an invoice for services rendered following the event or as arranged. The client is obliged to settle the invoice of the Seedamm Space AG prior to departure or no more than 10 days from date of invoice, without deduction.
- 9.7 Any additional labor required by the event organizer not previously arranged in the booking confirmation will be charged for, i.e. additional cleaning, changing the room setup, waste disposal after the event etc.
- 9.8 Applicable law / jurisdiction: This booking contract, including general terms and conditions, and all applicable supplemental agreements, as well as contracts concluded on this basis shall be governed exclusively by Swiss law. The municipality of Freienbach SZ shall have exclusive jurisdiction for all disputes arising from this agreement.
- 9.9 Amendments to these general booking conditions must be made in writing.

The undersigned declares that he / she has personally read and understood this agreement and, either personally or on behalf of the client, accepts the terms and conditions of this booking agreement.

**Place:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Signature:** \_\_\_\_\_