



General cultural rental conditions Muziekgebouw aan 't IJ - 2024-2025

The general rental conditions are also available via the Muziekgebouw aan 't IJ website: www.muziekgebouw.nl/culturelehuurvoorwaarden. The content and purport of an article incorporated under a heading are not limited to that heading.

Muziekgebouw aan 't IJ is Stichting Muziekgebouw aan 't IJ, hereinafter to be referred to as 'MGIJ'. Before the start of the rental period, MGIJ's contact person is the person stated in the contract/confirmation letter or, in the case of certain topics, the person mentioned in these general rental conditions.

I Available space and capacity

- A. Grote Zaal (Main Hall): maximum capacity: 725 seats or 1300 seats/standing places (incl. seats on the balconies). If necessary, a number of chairs will be removed from the room for technical purposes.
- B. Kleine Zaal (Small Hall) and Foyerdeck 3, maximum capacity: 120 seats or 250 standing places (with open sliding doors) for private and public activities. If necessary, a number of chairs will be removed from the room for technical purposes.
- C. Atriumzaal (Atrium Hall): maximum capacity: 104 seats or 120 standing places. If necessary, a number of chairs will be removed from the room for technical purposes.
- D. For public and private activities in the Grote Zaal, Kleine Zaal and Atriumzaal, the combination of the aforementioned numbers per space applies.

II Rental times

- A. MGIJ rents to the Tenant the space(s) stated in the contract/confirmation letter/rental agreement and therefore makes this space or these spaces available to the Tenant on the date(s) indicated therein for the concert/performance/event to be organised by the Tenant (hereinafter referred to as activity).
- B. The Tenant declares that he will accept the aforementioned space(s) for venue hire on the stated date at the rental prices stated in the contract/confirmation letter/rental agreement.
- C. The rental period starts when MGIJ opens the rented space and ends when MGIJ closes it. Extending the rental period is only possible after permission from MGIJ. Additional rent is due for this additional time.
- D. The Tenant must report any deviations or changes to the rental date or the content of the activity that relate to the agreements with MGIJ in writing in a timely manner. MGIJ reserves the right to refuse the changes or deviations. Changes are always confirmed in writing by MGIJ.

III The use of the rented space(s)

- A. No later than three months before the activity, the Tenant is obliged to provide MGIJ with a programme, as a statement of the nature of all activities that will take place in the rented space. All information necessary for the proper execution of the activity must also be provided to MGIJ by the Tenant in writing no later than six weeks before the activity. The completed and signed PRAI form must also be in the possession of MGIJ no later than three weeks before the activity.
- B. MGIJ is at all times entitled to supervise the programme or activity in the rented space, in the sense that it is entitled to prohibit or discontinue activities if these are punishable and/or in its opinion are offensive to persons or groups, or do not meet the general standards of public order, morality, decency and safety, or are undeniably contrary to its interests. The Tenant undertakes to inform MGIJ in advance whether such situations are likely to arise.
- C. Without prior written permission from MGIJ, the Tenant is not permitted to use the rented spaces and everything associated with them for a purpose other than that for which they are rented.
- D. Without the permission from MGIJ, the Tenant is not permitted to make any or all parts of the rented spaces and all that goes with them available to third parties in any way whatsoever, against payment or otherwise. If MGIJ grants the written permission referred to above, the Tenant will ensure that the provisions of these

General Rental Conditions apply and are complied with between him and the third-party user. The Tenant remains fully liable to MGIJ.

- E. The Tenant will comply with the provisions of the law and local regulations, as well as with the customs regarding renting, renting out and government regulations. The Tenant must also comply with the verbal and written instructions given by or on behalf of MGIJ in the interest of proper use of the rented space.
- F. Decorations, exhibition materials, etc. may only be attached under the supervision of an MGIJ technician.
- G. Decoration of the rooms and/or changes in the layout of the space must be requested in a timely manner and can only be made under the supervision and approval of MGIJ. For this purpose, a proposal including (construction) drawings must be submitted to MGIJ in advance. The Tenant is not permitted to attach materials using adhesive tape, nails, drawing pins or other sharp means. The Tenant is responsible for ensuring that fire regulations are not violated. Decorations must be fire-resistant at all times (and certified upon request) and must be removed after the activity.
- H. Hanging and attaching banners is only possible if MGIJ has access to the banners one week prior to the rental period, in order to assess their safety. Banners must be manufactured in consultation with MGIJ and hung by MGIJ technicians.

IV Venue hire/payment

- A. The venue hire and other costs will be deducted from the net takings. The final invoice will be sent within 1 (one) month of the end of the activity. For a festival or activities where the net takings are expected to be less than the rent to be paid or in the case of a new tenant, an advance invoice for 50% of the venue hire will be sent one month prior to the rental period. The invoice must be paid before the start of the activities.
- B. For the venue hire, please refer to MGIJ's rental price lists for venue hire. The rental price only refers to the equipment and facilities referred to in the price list as 'rent includes', insofar as these are not excluded in the rental.
- C. The costs for all facilities to be provided by MGIJ in connection with the activity for the benefit of the Tenant or goods to be delivered or services to be provided, of whatever nature, will be charged to the Tenant at the usual rates, unless the parties have agreed otherwise in writing.
- D. The rent and everything else payable by virtue of this rental agreement shall be paid in Dutch legal tender no later than the due date by deposit or transfer into a bank account to be stipulated by MGIJ, without any discount, deduction or set off against any claim the Tenant has or alleges to have against MGIJ. MGIJ can set off a debt from this agreement against any claim against the Tenant by means of a statement to the Tenant. MGIJ reserves the right to change the place and mode of payment after giving the Tenant written notice to that effect. MGIJ has the right to decide from which of the above claims under the agreement a payment received from the Tenant will be deducted, unless the Tenant expressly indicates otherwise upon payment.
- E. If payment is not made according to the agreed conditions, the statutory interest and extrajudicial and judicial costs will be borne by the Tenant.
- F. If the Tenant objects to an invoice sent by MGIJ, the Tenant must notify MGIJ in writing within eight days of the invoice date. The payment obligation and applicable term are not suspended by the aforementioned notification.

V Cancellation

- A. If the Tenant wishes to cancel a confirmed activity, the following cancellation costs apply:
 - Cancellation within 6 months before the rental date: 25% of the venue hire
 - Cancellation within 3 months before the rental date: 50% of the venue hire
 - Cancellation within 2 months before the rental date: 75% of the venue hire
 - Cancellation within 1 month before the rental date: 100% of the venue hire
- B. When the provision of spaces in MGIJ is not possible due to a cause wholly or partly beyond the control of MGIJ (force majeure), including fire, riots, pandemics, strikes by MGIJ staff, risk of collapse, (natural) disasters, flooding, water damage, terrorist threats, government measures prohibiting the giving of concerts, the seizure of MGIJ or part thereof by the competent authorities or the breakdown of the electronic lighting and/or heating system, the agreement with regard to the relevant activity is considered to be cancelled by both parties, without any court intervention being required and, to the extent necessary, any right to compensation is mutually waived.
- C. In the event of an emergency during the rental period, or if an emergency is imminent, which is at the discretion of MGIJ, the rental period with regard to the activity in question will be deemed to have ended with immediate effect.

VI. Liability

- A. MGII is not liable to the Tenant for lost, stolen, missing or damaged property of the Tenant or third parties present in the rented space. The Tenant indemnifies MGII against any third-party claims in this matter.
- B. Without any proviso, throughout the term of the rental agreement, the Tenant is liable to MGII for all damage and losses caused to the rented space and the other spaces used by the tenant in MGII and in general to the building and its furniture and equipment. The Tenant indemnifies MGII against all forms of damage caused by his staff and/or by persons admitted to the building by the Tenant, including visitors to the activity, suppliers, service providers, guests or employees of/on behalf of any sponsors of the Tenant or persons whom the Tenant, for whatever reason, permitted into MGII.
- C. Everything brought into MGII by or on behalf of the Tenant is there at the risk of the Tenant and must be removed by the Tenant immediately after the end of the activity. MGII has no obligation whatsoever to insure and/or guard this. If the Tenant does not comply with his obligation to remove the aforementioned objects, MGII is entitled to remove the relevant objects from the building at the expense of the Tenant.
- D. The Tenant ensures that the activity he organises will not endanger anyone present in or around the building.

VII Technical details

- A. Unless otherwise stated in the rental agreement, MGII assumes that an activity takes place without amplification, without exceptional hall set-ups, stage construction and décor, without the use of electronics and other technical facilities and without the use of a lighting plan.
- B. The technicians' work will not exceed twelve consecutive hours and will be interrupted by a one-hour break. MGII technicians work according to the working hours regulations of the CAO Nederlandse Podia.
- C. The use of instruments and technical facilities other than the regular hall set-up and stage lighting must be agreed on with MGII six weeks before the activity. All costs for additional services and technical facilities are borne by the Tenant.
- D. If the Tenant wishes to use MGII's technical facilities, this must be agreed on with MGII at least one month before the rental date. If this has not been agreed on, MGII reserves the right to refuse the use of the technical facilities.
- E. Technical systems are operated exclusively by or under the supervision of MGII technicians.
- F. MGII is not liable for damage caused by technical malfunctions, unless due to intent or gross negligence on the part of MGII or its staff.
- G. Temporary additional connections for communication and/or energy facilities may only be installed by or under the responsibility or on behalf of MGII at the expense of the Tenant.
- H. Equipment and facilities can only be made available to the Tenant after consultation with MGII. The Tenant can only have equipment at his disposal if this has been confirmed in writing by MGII.
- I. Prepared playing is only permitted on the Steinway & Sons D00 (formally known as DP) grand piano of MGII. If a work prescribes a method of playing other than the conventional use of the piano strings, the Tenant must contact MGII at least six weeks before the activity. The grand piano can be tuned upon request by or on behalf of MGII before the start of the activity at the expense of the Tenant. A minimum of 45 minutes must be reserved for the tuning of the piano after the rehearsal.
- J. MGII follows the covenant drawn up by the 'Nationale Hoorstichting' in collaboration with the VNPF and VVEM to prevent hearing damage among visitors of concerts and events. Noise levels may not exceed 103 dB(A), measured over a period of 15 minutes. If exceeded, MGII reserves the right to lower the level.
- K. Sound amplification on the foyer decks is only possible in consultation with MGII.

VIII Public service

An MGII front of house manager is always present. Variable costs of service employees for guiding the flow of visitors (room attendants, cloakroom, etc.) are charged per visitor (see also Ticket sales).

IX Loading and unloading

MGII has a loading dock. No parking is permitted here other than trucks. Passenger cars and other vehicles lower than 2.60 m can be parked in the "Piet Heingarage".

X Storage

The Tenant can store goods in consultation with the MGII only and such storage is limited to what is absolutely necessary. It can be cancelled by MGII without consequences for the remainder of the agreement. MGII can change the

storage location without the Tenant's permission. MGII charges additional costs for storage. See clause VI for liability of the stored items.

XI Catering

4'33 grand café is MGII's catering supplier. The Tenant is obliged to submit all his catering agreements (also with third parties) to 4'33 grand café via the producer/contact person of MGII.

XII Concert promotion

- A. Any form of promotion and publicity for an activity must be discussed with MGII in advance (see also the concert promotion section in the contract).
- B. The Tenant is responsible for contributing to the publicity support of the activity, with the cooperation of the performers. This also includes cooperating in interviews or performances for radio or TV programmes for publicity purposes. MGII reserves the right to broadcast video fragments via the MGII website. The Tenant guarantees that MGII is authorised to do so and that it does not owe the performer(s) any additional payment.
- C. The Tenant is not permitted to distribute brochures or otherwise promote in and around MGII, unless approval has been given by MGII.
- D. Address details of all visitors to the activity in question are the responsibility of MGII. MGII is authorised to use these address details for statistical purposes, reporting programme changes and other provision of information. These address details are not transferable.

XIII Ticket sales

- A. Tickets are sold exclusively by MGII from at least one month before the activity, during the opening hours of the MGII box office and an hour and a half before the start of the activity. Tickets are also sold online, 24 hours per day.
- B. Unless otherwise agreed in writing, advance bookings can be made only at MGII's box office. Without permission from MGII, the Tenant is not permitted to make advance bookings.
- C. If MGII allows the Tenant to make advance bookings, the Tenant undertakes to ensure that no more tickets are issued than the number of available seats, in accordance with the regulations of MGII and/or the competent authorities.
- D. The entrance fees are collected by or through MGII. The collected amounts will be settled with the Tenant as soon as possible after each activity, after deduction of everything the Tenant owes MGII under this agreement or previous agreements or unlawful acts, including the rent and additional costs, damages and forfeited fines, without prejudice to the Tenant's obligation to pay everything he may still owe MGII in this regard.
- E. Tickets include an interval drink (tea, coffee, soft drinks, red/white wine, beer) and a € 2.25 booking fee per ticket. The visitor pays the booking fee to MGII. For external ticket sales by the Tenant, MGII charges a € 2.25 booking fee per ticket. MGII also deducts € 2.75 per visitor for the interval drink and € 1.75 for usher services from the takings. These amounts are inclusive of VAT.

XIV Prices, discounts and promotions

- A. MGII charges fixed full rates. These rates include an interval drink and booking fees. In addition to the full rate, a 20% discount (CJP, Stadspas) on the full rate, rounded to € 0.50, applies to each concert.
- B. Other reduction rates:
 - a. Early Bird between ages 13 and 30: €12.50 for a concert ticket for young people who book early. The number of Early Bird tickets is limited, unless otherwise agreed with the performer.
 - b. Sprintplaats: for young people between 13 and 30 years of age or music students. For concerts that are not sold out, €12.50 for a concert ticket (from 10 hours before the concert).
- C. Early booking discount:
 - a. 20% discount on the normal admission price for 3 to 6 different concerts with the label 'early booking discount until 1 October'.
 - b. 25% discount on the normal admission price for 6 to 9 different concerts with the label 'early booking discount until 1 October'.
 - c. 35% discount on the normal admission price for 9 or more different concerts with the label 'early booking discount until 1 October'.
- D. Where appropriate, MGII may participate in marketing campaigns with third parties. All marketing campaigns that are not initiated by the MGII itself must be discussed with the MGII in advance.
- E. All reduction rates also apply to rentals.

XV Seating arrangements

Seats for invitees are arranged by employees of MGII box office, at the Tenant's indication. On the day of the activity, tickets are collected by the guests from a guest desk to be organised by the Tenant or are otherwise handed out by the Tenant.

XVI Resident seats

MGII is at all times entitled to a number of resident seats in the Grote Zaal and Kleine Zaal for concerts or other activities.

XVII Visitors to an activity

Visitors only have access to an activity planned by the Tenant at the Tenant's invitation. The number of visitors must be less than or equal to the maximum number of people specified per space described in the section 'Available space and capacity'.

XVIII Licences

The Tenant is obliged to ensure that the required licences and/or exemptions are obtained for the agreed activities. The consequences of any refusal or withdrawal thereof will be fully borne by the Tenant and will under no circumstances give rise to dissolution or annulment of the rental agreement or to any further action against MGII.

XIX Recordings/sound and image carriers

- A. Recordings on sound and/or image carriers, as well as publication and/or broadcasting thereof may only be made in MGII after prior written permission from MGII, in compliance with the applicable guidelines and for a fee. Any application for recordings/registration must be submitted to MGII at least 3 weeks before the activity. The Tenant is responsible for acquiring all applicable rights, as well as for paying a fee regarding the recordings and publication and/or broadcast thereof referred to in the above paragraph.
- B. MGII reserves the right to make an audio recording of activities for the MGII archive. The Tenant agrees that MGII is authorised to do so and that it does not owe the Tenant any additional payment.

XX CD sales

CD sales by the Tenant are only permitted in consultation and with the permission of MGII, provided that the applicable rate is paid to MGII.

XXI The building

- A. MGII also organises special concerts and activities for children and families. We request that you take the stated age limit into account. At all other concerts, MGII reserves the right to refuse admission to the room for children who are too young. Babies are not permitted in the room. If a child causes (noise) nuisance, we request the parent/supervisor to leave the room with the child.
- B. The Tenant and the persons present in the building for his activities are prohibited from entering spaces other than the rented spaces, with the exception of toilets and the spaces leading to the rented space.
- C. The Tenant must ensure that the building is accessed and vacated quietly, without disturbing local residents.
- D. MGII and persons designated by it are entitled to enter the rented space at any time.
- E. Prevailing working conditions legislation applies at MGII at all times. The Tenant must adhere to this.
- F. Animals and pets are not permitted in MGII, with the exception of guide dogs to accompany visually impaired visitors.
- G. The Tenant is obliged to keep fire-extinguishing equipment accessible and escape routes in and around the rented space clear at all times.
- H. It is prohibited to attach objects, etc. in, to or on the building in any form. Exceptions can only be granted by MGII's management and must be in accordance with municipal fire and safety standards.
- I. MGII is a smoke-free building.
- J. The Tenant will leave the space(s) in an orderly condition and vacate them at the agreed time.

These General Rental Conditions and the agreements subject to these General Rental Conditions are governed by Dutch law. All disputes that may arise between MGII and the Tenant as a result of these General Rental Conditions and/or the agreement(s) of which they form part will be settled by the competent court in Amsterdam.