

## declaration of assumption of cost /letter of guaranty

Company:  
Contact:  
Street:  
Zip code/City:

Event date:

Order number:

Number of people:

Location:

We assume that on the evening costs of the above event / reservation  
vote and simultaneously the general terms without exception.

The following persons are authorized individually, to authorize the local  
order and to check the bill and to confirm:

Authorized to sign (1): \_\_\_\_\_

Authorized to sign (2): \_\_\_\_\_

We guarantee that an authorized signatory will consider right after the event  
and confirm the account. Leave the representative the event without  
prior audit, so the bill is considered approved.

Payment Agreement

- The total invoice amount is paid within 10 calendar  
days after the event to our account.
- We authorize to debit the Augustinerkeller the total  
invoice amount from our account:

Account holder: \_\_\_\_\_ Bank: \_\_\_\_\_

Account number: \_\_\_\_\_ Bank code number: \_\_\_\_\_

### Required field

As a guarantee, we need your credit card details:

**Credit card:** \_\_\_\_\_

**Credit card No.:** \_\_\_\_\_

**Exp. Date:** -- \_\_\_\_\_

**Name of card holder :** \_\_\_\_\_

\_\_\_\_\_  
**Place/Date**

\_\_\_\_\_  
**Authorized signature, Company stamp**

## **Terms and conditions**

**Augustiner Keller**  
**Christian Vogler**  
**Arnulfstraße 52, 80335 München**

### **I. Numbers of people:**

Minor changes to the number of people (up to 10%) are at least one day before the event to give in writing. By reducing the number of people by more than 10%, a day before the event the contractor is entitled to charge 50% (the reduced persons) of the menu price according to the order form. The number of persons given is binding on organizers and restaurant.

### **II cancellation of the event:**

Penalty advocates from

6 weeks before the event: 50% of the sales guarantee. From 4 weeks before the event date 100% of the revenue guarantee cancellation fees. For resale of the location, we waive the cancellation fee. When not in claiming the reservation without cancellation, with pre-ordered menu or exclusive booking, 100% of the ordered menu or the revenue guarantee will be charged. When not in claiming the reservation without advanced notice, and without pre-ordered menu or exclusive booking will be made per person € 5,- as a penalty charge.

### **III. Prepayment:**

For your event you have to pay 100% of the ordered menu in advance. This has to be on our account at least 8 days before the event. If payment is still not up to the event on our account you have to pay in cash or by credit card on the day of your reservation. When paying by credit card a surcharge of 3.2%. Furthermore, it is not possible for us, accept without cost over declaration of the authorized signature of a manager of the company, and the full correct address and a valid credit card number to guarantee payment purposes, an invoice for the event.

### **Bank:**

Bank: Kreissparkasse München Starnberg Bank code number: 702 501 50 account: 22334320

### **IV Final Payment:**

After the event, you will receive the final bill. The bill has to be transferred within 10 days. Any bank fees are the responsibility of the customer. Payment is requested by credit card a surcharge of 3.2%.

### **V. GEMA fee:**

1. All music events must be notified in advance of the GEMA from you. The fees of GEMA are borne by you. 2. Make our house from any claims of GEMA, the unauthorized use of the rights of GEMA or third parties (eg for non-registration by you or the organizers) arising out of or are eligible, free.

### **VI. Liability of the guest / host for damages and other:**

As a guest / host, you are liable for all damage to buildings or equipment that you own, by subscribers or visitors to your event, your guests or other third parties in the area are caused by you. Any damage must be repaired by a professional firm selected by the Augustiner Keller, all costs are borne by the organizer. If it is heavily contaminated during the event, the stage or the bottom of all masses, a cleaning fee will be charged. In self-organized decoration or packaging materials, a broken-down waste disposal fee is estimated depending on the effort. Pasting of walls is prohibited.

### **VII Additional staff costs and other expenses:**

The event lasts longer than 1 a.m. we'll charge an hourly rate of € 25,- per person (waiter, chef and barman). The Band has to remove all equipment no later than 1 a.m., otherwise we'll charge € 80,- per hour for our caretaker. Dismantling on the following day is possible - no liability.

### **VIII Additional agreements:**

The function sheet is part of the terms and conditions.

The client is entitled to invite his guests to the contract objective event and one of him for this if desired table decor, Transportation, including individually designed menu card, the name and logo of the Augustiner Keller and photographs, also in conjunction with his own name / use of logo / mark. Logo and photo will be put to him by the organizers of this request. If the client wishes to make use of this right, he is the organizer before going to print patterns of the documents submitted for discussion and approval, in which the event's logo/photographs will be used.

Verbal agreements do not exist. Amendments and supplements to this contract must be in written form.

Also, the waiver of the requirement of written form must be in writing.

If any provision of this Agreement is invalid, the validity of the remaining provisions not affected hereby. The parties undertake to find, instead of an invalid provision a valid provision that comes as close as possible.

Performance and jurisdiction is Munich

Only German law

As of July 2010