

## GENERAL TERMS AND CONDITIONS

### FOR CONTRACTING ON USE OF HALLS

(published on: 1<sup>st</sup> March 2025)

#### 1. Name, address and other data of the Academy of Music:

Name of the organization: Liszt Ferenc Academy of Music  
Seat: 1061 Budapest, Liszt Ferenc tér 8.  
Tax No.: 15308957-2-42  
Bank account No.: 10032000-01426768-00000000  
represented by: Dr Gergely Dóczi, acting chancellor

#### 2. Contact details of the Academy of Music:

Postal address: 1077 Budapest, Wesselényi utca 52.  
Telephone: (1) 462-4600  
E-mail: [rendezvenyszervezes@zeneakademia.hu](mailto:rendezvenyszervezes@zeneakademia.hu)

The individual contract on use of hall(s) (hereinafter referred to as: Individual contract) individually regularize the information and the name and contact details (telephone, e-mail) of the event manager on behalf of the Academy of Music in connection with the event (hereinafter referred to as: Event) to be organized by the user (hereinafter referred to as: User).

#### 3. General contractual conditions

The present general terms and conditions (hereinafter referred to as: GTC) prevailing on contracting in connection with the use of hall(s) of the building of the Academy of Music located under 1061 Budapest, Liszt Ferenc tér 8. which is the property of the Hungarian State and is under the wealth management of the Academy of Music (hereinafter referred to as Building), and the use of hall(s) of the building of the Academy of Music located under 1064 Budapest, Vörösmarty utca 35. which is the property of the Hungarian State and is under the wealth management of the Academy of Music (hereinafter referred to as Old Academy) are available on the website of the Academy of Music ([www.zeneakademia.hu](http://www.zeneakademia.hu); [www.lfze.hu](http://www.lfze.hu)), furthermore the Users may request information concerning the GTC at the Concert and Event Centre via telephone: +36-1-462-46-37 and/or via e-mail: [rendezvenyszervezes@zeneakademia.hu](mailto:rendezvenyszervezes@zeneakademia.hu) as well.

The Academy of Music publishes the general terms and conditions on its website for free in an easily available, storable, displayable and printable form.

(<https://apps.lfze.hu/netfolder/PublicNet/K%C3%B6z%C3%A9rdek%C5%B1%20dokumentumok/Egy%C3%A9b%20dokumentumok>). The Academy of Music provides the GTC upon the choice of the User in the requested way and form – via e-mail for free or upon the request of the User in printed form.

The Academy of Music reserves the right to unilaterally amend the Individual contract and the GTC by order of the Chancellor, which will be reviewed every six months.

#### **4. Conditions of concluding the Individual contract**

4.1 The Parties may conclude the Individual contract solely in written form. In case of any discrepancies between the Individual contract and the present GTC, the provision of the Individual contract shall prevail.

4.2 The Parties conclude the Individual contract for a fixed period of time. The Parties expressly exclude the option of converting the tenancy into a contract for an indefinite period of time.

4.3 Under the Individual contract the following halls of the Academy of Music and the Old Academy may be leased for the purpose of organizing public events:

- a) Grand Hall
- b) Solti György Chamber Hall (hereinafter referred to as: Solti Hall)
- c) Atrium
- d) Lecture Room I.
- e) Room X.
- f) Room XXIII.
- g) Lobby of ground floor and 1<sup>st</sup> floor
- h) Old Academy Chamber Hall
- i) Coffee Shop

4.4 The effect of the present GTC covers the other premises of the Building and the Old Academy to be eventually leased beside the halls and rooms specified by Clause 4.3. In case the contract concerns premises of the Building or the Old Academy other than the halls and rooms, specified by Clause 4.3., or premises located on other place of businesses, the special provisions diverse from the present GTC are regulated by the Individual contract.

4.5 In the halls and rooms for the purpose of holding events solely those Events may be organized which are specified by the Individual contract. The User acknowledges and accepts that no political discourses shall be carried out during the Event organized by the User. Furthermore, the User acknowledges and accepts that the infrastructure of the Academy of Music cannot be used for political purposes and agitations. If the User breaches his obligations set out in the present Clause it shall be considered as material breach of contract with regard to which the Academy of Music shall be entitled to terminate the Individual contract with immediate effect according to the provisions set out in Clause 9.8 of the GTC.

4.6 The maximum guest capacity of the event halls of the Academy of Music for the User are the following:

- Grand Hall capacity 858
- podium seats: 60
- Solti Hall: 294 (without AB rows: 266) The AB rows might be opened based on further consultation, following the consideration of technical/technological requirements of the Event.
- Atrium (for the purposes of reception): 70
- Room X: 49
- Room XXIII: 49
- Room I: 49
- Ground floor lobby (for the purposes of reception): 400
- 1<sup>st</sup> floor lobby (for the purposes of reception): 250
- Coffee Shops (for the purpose of reception): 70
- Old Academy Chamber Hall: 126

The Academy of Music is responsible for ensuring adherence to the maximum capacity of the halls, extra chairs cannot be placed in the halls, standing is prohibited except for the spaces designated specifically for standing ticket holders. The staff of the Academy of Music is required to refuse guests who wish to enter the event beyond the maximum authorized capacity. In case of unauthorized exceeding of capacity, the Academy of Music transfers responsibility for the fine imposed by the competent authority or the determined cost of caused damage to the User.

4.7 On the event date specified in the Individual contract the User is entitled to organize one public event and the related rehearsal. The maximum length of the rehearsal is 3 hours. The Academy of Music reserves the right to terminate the operating conditions required for the use of the hall if the rehearsal exceeds the maximum rehearsal length.

4.8 The User is authorized to use the hall or room specified in the Individual contract for the purpose of organizing the Event, the User is not authorized for any other use or other purpose of use unless otherwise indicated by the Individual contract. In case any other use (public rehearsal, repeating concert, reception, etc.) of the hall or room specified by the Individual contract is required by the User, the Academy of Music shall be notified 30 days before the due date for its approval in favour of arranging the conditions of the organization and in case the same has any cost burdens, the Parties shall conclude a supplemental agreement. Lacking the written approval of the Academy of Music the User is not entitled to any further use of the hall or room specified in the Individual contract.

## **5. Scope of the services to be performed by the Academy of Music**

5.1 The Academy of Music provides the basic services, equipment, lockable dressing rooms and additional rooms specified by the Individual contract and the present GTC, according to the request of the User and under the provisions of the GTC. The services related to the Grand Hall are specified by Annex 1 of GTC. The services related to the Solti Hall are specified by Annex 2 of GTC. The Individual contract contains the eventually related basic services equipment, lockable dressing rooms and additional rooms to the other rooms and halls specified by Clause 4.3

5.2 The Academy of Music provides so-called proximity cards as entry cards (hereinafter referred to as: proxy card) for the use of the dressing rooms for the Users and for other persons represented by them. Following the final leaving of the dressing rooms the proxy cards shall be given to the authorized colleague of the Academy of Music. A failure to the said handover of the proxy card or in case of the loss of same, the User is bound to reimburse the value of the proxy card. The value of the proxy card is HUF 5.000/pc.

5.3 The Academy of Music is liable for such objects left in the dressing room and other premises of the backstage which are usually taken to such establishments by the Users. The liability of the Academy of Music is expressly excluded for any cash, other valuables or musical instruments left in the dressing rooms. Otherwise for the liability for the objects left at the dressing rooms the provisions of the Hungarian Civil Code shall prevail.

5.4 The Academy of Music provides the usher and hostess staff required for the smooth running of the Event for the User via the contracted partner of the Academy of Music with the consideration specified by the effective Annexes 1 and 2 of the GTC. The User is solely entitled to resort these services from the Academy of Music. The Academy of Music provides the services mediated by him at purchase price for the User. The User acknowledges that in case of the maximal capacity utilization of the Grand Hall (with the use of the choir balcony) at least 18 (eighteen), for the Solti Hall at least 5 (five) persons of usher/hostess staff are obligatory for the safe use of the hall, where the minimum period of service availability is 4 (four) hours. The User acknowledges that the required number of usher/hostess staff is determined unilaterally by the Academy of Music with regard to the planned number of viewers and the nature of the Event, based on the information

provided by the User. The invoice concerning the remuneration of the service is issued by the Academy of Music.

5.5 The available musical instruments of the Academy of Music and the fees of tuning are specified by Annex 3. The User is obliged to pay the tuning fee for the instruments available within the basic service according to the rates specified in Annex 3. The tuning on duty is not included in the basic fee of the tuning: the fee of the additional tuning on duty is equal with the all-time fee of tuning which is charged by the Academy of Music beside the basic fee of tuning. The invoice for the User concerning the remuneration of the service is issued by the Academy of Music.

5.6 The Academy of Music provides medical service at the public events organized in Grand Hall For events held in the Solti Hall, the Academy of Music shall provide medical service as a separate service, according to the User's request, as specified in a separate offer.

5.7 The Academy of Music may provide additional services as well as further devices and equipment in the Individual contract beside the basic services specified by Annex 1 and 2 of the GTC upon the request of the User by separate order as specified by Clause 6.2 b. The invoice concerning the cost of the further devices and equipment beside the basic services is issued by the Academy of Music for the User.

5.8 The User is liable for the sale of the tickets for the Event. The User shall consult before the marketing of the tickets in written form with the Academy of Music concerning the tickets available for sale – with regard to the official seats and the AB rows of the Solti Hall – and the ticket map. The launch of the sale of the tickets may occur after the mutual signature of the Individual contract by the Parties.

5.9 The User acknowledges that the seats of the upper balcony of the Grand Hall for the students of the Academy of Music and for students of other institutions for educational purposes, furthermore 20 (twenty) seats on the ground floor and on the 1<sup>st</sup> floor balconies as well as the two proscenium boxes are at the exclusive disposal of the Academy of Music.

In Solti Hall 10 (ten) seats, while for the students of the Academy of Music and for students of other institutions further 5 (five) seats are at the exclusive disposal of the Academy of Music.

In the Old Academy Chamber Hall 6 (six) seats are at the exclusive disposal of the Academy of Music. Annexes 4, 5 and 6 of the GTC (ticket maps) contain the seats which are at the exclusive disposal of the Academy of Music, the tickets for these seats may be sold by the Academy of Music on a full or discounted price or otherwise utilized (e.g. artist ticket, protocol ticket) according to the internal policies of the Academy of Music.

The User shall be solely liable for any consequences of ticket sales activity diverse from those specified by the present clause.

5.10 The User may conclude a separate agreement concerning the sale of the tickets with a third party, provided that the tickets shall be available via the contracted sales partner of the Academy of Music as well. The on-site sale of the tickets for the Events is supplied via the contracted partner of the Academy of Music.

5.11 The User acknowledges that the Academy of Music is not able to provide any parking facilities, furthermore that Liszt Ferenc tér in front of the Building, Király utca and Dohnányi Ernő utca are public premises and the Academy of Music does not have any disposal rights thereof. The Academy of Music hereby informs the User that the drive-in from Teréz körút to Király utca is subject to authorization above 3,5 tons of permissible gross weight. The User is liable for obtaining the drive-in authorization.

5.12 The Academy of Music is obliged to provide the good working order of the whole Building during the Event. In case the working order is not provided out of a reason attributable to the Academy of Music, the Academy of Music shall compensate the proven damages of the User resulting from it. The damages to be reimbursed are limited to the amount of the rental fee of the hall or room.

5.13 The Academy of Music hereby declares that he has liability insurance which covers event management activity as well.

## **6. Obligations of the User**

6.1. The User shall provide the Academy of Music with the programme of the Event(s) in writing before the planned date of the Event(s), until the deadline determined by the Academy of Music, but not later the submission deadline of the detailed programmes for the compilation of the programmes for the period. If the number of contributors regarding any composition planned to perform exceeds 80 persons in relation to the Grand Hall or 35 persons in relation to Solti Hall, the Academy of Music initiates consultation with the Partner on the feasibility of a particular programme, taking into account the number of contributors and the range of instruments.. The Academy of Music is entitled to refuse the performance of a programme which endangers the stage and the safe operation of the concert halls at its discretion.

6.2 The User is obliged to fulfil his following obligations until the 30<sup>th</sup> day prior to the day of the Event at the latest:

- a. provide all relevant information concerning the content and organization of the Event – including the names of the performing artists asked for participation in the Event and of all other persons participating in the Event (announcers, persons giving speeches) furthermore organisers working at the event –, as well as the previously agreed and finalized stage plan, technical manual or schedule with the technical and technological details of organization (hereinafter referred to as: technical script) to the Academy of Music in written form, in a verifiable way;
- b. order from the Academy of Music the previously arranged facilities and services beside the basic services (such as lighting effects, sound system, visual technologies, sets and decorations, radio and television broadcasting, audio and visual recording technologies, requirements regarding IT, room equipment, tuning, instrument requirements and others) which are required for the organization of the Event in written form, in a verifiable way.
- c. previously agree upon the list of the large musical instruments, devices and other technical equipment which are to be taken into the premises.
- d. inform the Academy of Music if the User wishes to choose a different catering service for the reception than the one available from the cafeteria/catering service partner of the Academy of Music, and if the cafeteria area is needed for the reception service. The provisions regarding the third party catering service designated by the Academy of Music are set out in Clause 6.11.

6.3 The User is obliged to fulfil his following obligations until the 10<sup>th</sup> day prior to the day of the Event at the latest:

- a. the User is obliged to inform the Academy of Music in writing in a verifiable way whether the Event will have a visitor from the government protocol list (in particular: highest representatives of the country, ministers, persons having ministerial ranks, secretaries of state);
- b. the User is obliged to inform the Academy of Music in writing in a verifiable way about the representatives of the media invited by him with regard to the fact that according to the provisions set out in Clauses 11.7-11.10 of the present GTC, the User acknowledges that any audio, video and photo recording of the Event are subject to authorization; furthermore

- c. the User is obliged to inform the Academy of Music in writing in a verifiable way about the person determined by him together with his/her contact data (name, position, mailing address, e-mail address, mobile number) who carries out the communication with the media on behalf of the User and with whom the designated contact person of the Academy of Music may carry out discussions regarding the questions occurring in connection with the participation of the media in the Event.

The User acknowledges that the Academy of Music is not obliged to ensure the activity of the representative of the media about whom the User has not previously informed the Academy of Music in due time according to the provisions set out in the above Clause b).

6.4 The User acknowledges and accepts that professional audio recording and video recording with more than two cameras in the concert halls of the Academy of Music, as well as live streaming on any platform are to be carried out solely by the Production and Stage Operations Directorate of the Academy of Music, or such recordings are to be carried out solely with the assistance of Director of Productions and Stage Operations.

6.5 The User acknowledges and accepts that the video recording of the Event may necessitate the modification of the ticket map as specified by Annexes 4, 5 and 6 of the present GTC in favour of providing enough space for the cameras (Annex 8). In consideration of the above the User shall inform the Academy of Music concerning any request for video recording preferably before the beginning of the deployment of tickets. The Academy of Music is entitled to define the camera spaces therefore to the modification of the ticket map, while the User is informed thereof. During the sales of tickets the User shall act with regard to the modified ticket map. In case the User notifies the Academy of Music concerning the request for video recording after the deployment of tickets and consequently the modification of ticket map makes replacement of tickets necessary, then the number of the replaced tickets is determined by the Parties together. The replaced tickets shall be provided by the User. If the required number of replaced tickets is not available, the resulting customer compensation is the responsibility and obligation of the User.

6.6 The User acknowledges and accepts that if the performance planned by the User requires additional scenic and technical services (sound, visual effects, subtitling, special effects lighting, together: additional scenic services), it may necessitate the modification of the ticket map as specified by Annexes 4 of the present GTC in favour of providing enough space in order to accommodate technical equipments (Annex 9). The foregoing does not apply to the sound system provided at the beginning of the Event for the purpose of a spoken performance, but a prose performance integrated into the programme - for example in conjunction with musical passages - , is considered to be additional scenic service according to the above. The User shall inform the Academy of Music of any planned programme requiring additional scenic services prior to the commencement of ticketing. The need to install the technical equipment required to provide additional scenic services is decided by the Director of Scenic and Production at the Academy of Music. The placement of the technical equipment used for the additional scenic services affects the official spaces of the Academy of Music (Annex 9), therefore the User is obliged to provide the same number of spaces for the Academy of Music at the expense of its own tickets (Annex 9). In case the User does not have a sufficient number of replacement tickets available, the User shall be responsible and liable for any resulting compensation to the Purchaser.

6.7 The User is obliged to provide the list of persons authorized to enter to the backstage and operational areas of the Building until 08.00 of the working day before the day of the Event in written form, in a verifiable way. The User is liable for any damages resulting from the non-conformance with the obligation of providing a list of authorization of entering rights.

6.8 The User shall inform the Academy of Music concerning any changes with regard to the Event immediately, within 2 (two) working days from the cognizance of the same at the latest, but until the 5<sup>th</sup> day prior to the Event at the latest in written form.

6.9 In case the User fails to comply with the deadlines specified by Clauses 6.1.-6.3. and 6.5-6.7., the Academy of Music is entitled to refuse the fulfilment of the occurred requests or those parts of requests the fulfilment of which cannot be expected from him with regard to the failure in consultation without any legal consequences. In accordance with the above, the Academy of Music is not liable for the fulfilment of any requests occurred after the deadline.

6.10 The User hereby acknowledges that third party service provider may be engaged solely on the own cost of the User and solely with regard to those services or those equipment purchases which cannot be provided by the Academy of Music. The User in this case shall also comply with the provisions of Clause 6.2. of the present GTC within the deadline indicated therein.

6.11 The User hereby acknowledges that in case of a reception with max. 150 attendants the catering service is to be provided solely by the cafeteria/catering partner of the Academy of Music. In case of a reception with more than 150 attendants, the User is entitled to resort the services of a different service provider designated by the Academy of Music. The Academy of Music informs the User about the designated service providers in writing, and the service providers send their quotes directly to the User. The User will always enter into a contract directly with the selected partner. The User may only use other service providers designated by the Academy of Music for catering services as specified in clause 6.10. If the User does not choose the cafeteria/catering service partner of the Academy of Music for providing the catering service based on the quotes, and the planned reception affects the opening hours of the cafeteria in time and/or space, the User is obliged to pay a fee to the cafeteria/catering service provider of the Academy of Music according to the extent of the limitation of the cafeteria service. In case the ground floor and 1st floor cafeterias are to be fully vacated, a fee of gross HUF 150.000 is to be paid, in case only the 1st floor cafeteria is to be vacated, a fee of gross HUF 50.000 is to be paid to the cafeteria/catering service provider of the Academy of Music. The User and the cafeteria/catering service provider of the Academy of Music are to conclude a separate agreement about the above. In this case the User is still obliged to fulfil his obligations and meet the deadlines as specified by Clause 6.1. of the GTC.

6.12 The User hereby acknowledges that the Academy of Music is entitled to inspect the use of the leased premise(s) at any time. In favour of the above the User shall provide access to the premise(s) at any time and shall endorse the inspection of use.

6.13 Upon the lapse of the period of lease or upon the termination of the Individual contract out of any reason, on the expiration date or on the date of termination the User shall abandon the use, transport his chattels and to return the emptied leased property back to the Academy of Music in the condition upon receipt of the same. The User hereby acknowledges that in case he does not comply with the obligations according to the present clause and does not return the leased property to the Academy of Music, the Academy of Music is entitled to charge overuse fee upon the unauthorized use according to the provisions of the Individual contract, and the User is liable for any damages which would not occur in the absence of this situation. The User shall not enjoy property protection after the expiration date specified by the Individual contract.

6.14 The User hereby acknowledges that the premise(s) subject of the lease status are to be used on one occasional or periodically, but not in an uninterrupted timeframe, and exclusive and continuous occupancy of the premise is not provided.

6.15 The User is obliged to appoint a person who communicates on behalf of the User during the initial consultations and on the location regarding questions about the organization of the Event. The User accepts that – in case the Academy of Music requests it – he is to ensure the required number of technical, stage, engineering staff as previously agreed upon.

## **7. Technical conditions of the organization of the Event**

7.1 The Academy of Music informs the User that the Building is a national monument of particular importance according to Act LXIV of 2001 on protection of cultural heritage, the complete architectural and interior design, co-artistic works, surface finishing (including especially the decorative paintings, wall coverings, tapestries) are under increased protection. The User considers and acknowledges the said circumstance and the consequential conditions and restrictions regarding to which the Academy of Music informs the User in case of necessity.

7.2 The User hereby acknowledges that solely those technical instruments, equipment, sets may be transferred to and installed in the Building – especially considering the way of installation (e.g. cable management, location and method of installation) – which are previously approved by the Academy of Music considering the internal policies and the theatre safety rules.

7.3 The User acknowledges that the Academy of Music is entitled to modify the technical script specified by Clause 6.2. Sub-clause a) in case the same contains elements which are not compatible with the national monument status or which are technically not feasible.

7.4 The User shall comply with and make third parties in legal relationship with him comply with the policy of the Concert and Event Centre of the Academy of Music, the fire and safety rules and other relevant internal policies of the Academy of Music. The User is obliged to comply with the evacuation plan of the Academy of Music and to leave the routes defined therein vacant. The User acknowledges and accepts that in case any competent authority imposes payment obligation with regard to the violation of the above rules during the period of use the User shall pay the same or in case the authority imposes the fine on the Academy of Music, the User shall fully reimburse the amount to the Academy of Music. The User is liable for ensuring that third parties in legal relationship with him refrain from all activities and behaviours which are conflicting with the functionality of the Academy of Music, or which damage or risk the reputation of the Academy of Music.

7.5 The User hereby acknowledges that the Academy of Music published on his website all of the relevant internal policies and the present GTC, therefore the Parties mutually waive the referred policies to be annexes of the Individual contract. The User is fully liable for any damages deriving from the breach of the internal policies or the GTC published on the website of the Academy of Music.

7.6 The User is obliged to ensure the preservation of the state of the Building, the technical equipment of same and of devices and musical instruments provided by the Academy of Music, as well as to inform third parties in legal relationship with him concerning the above and to make them comply with the provisions of the present GTC. The User hereby acknowledges that no remodelling work is permitted within the premises subject of the lease.

7.7 The User is liable for the performance of his co-workers, auxiliary persons (contracted partners) and subcontractors as he were to perform the duties himself, and shall bear the consequences of any accidents or damages resulting from this.

7.8 The User shall have valid liability insurance with regard to his scope of activity. The User acknowledges that in case he does not have valid liability insurance, he will be liable for any damages caused by him for which he is responsible.

7.9 The User is obliged to restore the damages caused by him or by any third parties in legal relationship with him, to reimburse the cost of restoration as well as to either replace any lost equipment according to the choice of the Academy of Music or pay the market value of same.

7.10 The Academy of Music is not liable in case of the violation of the provisions regarding the smoking ban by the participants of the programmes organized by the User. Any sanction imposed on the Academy of Music with regard to the violation of the provisions of Act XLII of 1999 on the protection of non-smokers and the consumption, distribution of tobacco products (health protection fine) shall be paid by the User.

7.11 The representative authorized to make statements with regard to the technical organization of the Event and to the provisions of Clause 7. on behalf of the Academy of Music is the Director of Productions and Stage Operations or the authorized employee of the Academy of Music.

## **8. Copyright, personality rights**

8.1 The User hereby declares and warrants that he obtains the necessary written permissions for utilization in advance and fully pays the respective due royalties in due time concerning the artworks protected by copyright or neighbouring rights to be used in any form within the framework of the Event in accordance with Act LXXVI of 1999 on copyright. The obligation to notify the collective rights manager of the event is incumbent on the user. The User is solely responsible for the full compliance with the provisions of the present clause.

8.2 The User hereby declares and warrants that the artworks protected by copyright or neighbouring rights utilized in the course of the Event do not harm any contractual or statutory rights or legitimate interests of the owners or third parties.

8.3. The User shall fully indemnify the Academy of Music in case of any damages caused towards the owners of artworks protected by copyright or neighbouring rights or any third party resulting from the breach of the present clause.

8.4 The User acknowledges and warrants that in case of the eventual video recording of the Event the protection of personality rights of the audience is to be provided by him. In case of any violation of personality rights the User shall be solely and fully liable for the legal consequences and damages and the indemnification of same.

8.5 The User acknowledges that in the Building access control system, a closed-circuit CCTV security camera system and video recorder electronic surveillance system are operating, and the User submits to the security and safeguarding rules of the Building. The User shall previously notify the Academy of Music concerning the auxiliary persons with authorization to enter according to Clause 6.6. Concerning to the data recorded by the systems specified by the present clause, the Data protection, data process and data security Policy of the Academy of Music shall prevail.

## **9. Termination of the Individual contract, cancellation**

9.1 The User is not entitled – except for the case of material breach of the contract – to withdraw from the Individual contract or in case of an Individual contract for multiple Events to cancel one of the Events except for the case of material breach of the contract.

9.2 In case the Individual contract is cancelled by the User before 30 (thirty) days prior to the Event, the User shall pay 10% of the full fee specified by the Individual contract as cancellation penalty within 15 days from the notice of cancellation.

In case of an Individual contract for multiple Events, the cancellation of one of the Events before 30 (thirty) days prior to the Event by the User does not result in the termination of the full Individual contract, but the User shall pay 10% of the fee specified by the Individual contract regarding the cancelled Event as cancellation penalty within 15 days from the notice of cancellation.

9.3 In case the Individual contract is cancelled by the User within 30 (thirty) days prior to the Event, the User shall pay 10% of the full fee specified by the Individual contract as cancellation penalty within 15 days from the notice of cancellation.

In case of an Individual contract for multiple Events, the cancellation of one of the Events within 30 (thirty) days prior to the Event by the User does not result in the termination of the full Individual contract, but the User shall pay 10% of the fee specified by the Individual contract regarding the cancelled Event as cancellation penalty within 15 days from the notice of cancellation.

9.4 In case of cancellation of an Event or several Events, the Parties may determine a new date for the Event, in which case no cancellation penalty shall be paid by the User.

9.5 The User acknowledges that the Academy of Music is entitled to the cancellation penalty without regard to the occurrence of any damages on his side in connection with the cancellation of the Event. The User furthermore acknowledges that the Academy of Music is entitled to claim his damages in excess of the cancellation penalty according to the general provisions of Hungarian civil law.

9.6 In case the Academy of Music cancels the Event, the User is entitled to claim all of his verified damages – included especially reimbursement of the fee/instalment already paid by the User as requested by him.

9.7 The avoidance or termination of the Individual contract may occur at any time with the mutual consent of the Parties.

9.8 In case of material breach of the other Party the Individual contract may be unilaterally terminated with immediate effect. The non-conformance with the payment deadlines shall be qualified as material breach.

9.9 In case the Event has to be cancelled out of a reason which is not foreseeable and is an unavoidable external circumstance (beyond the Parties' control) (especially a force majeure situation), the Parties may agree whether to determine a new date or the final cancellation of the Event. In case of such incidence the Parties are not entitled to claim any damages from each other. Those situations shall be qualified as force majeure when the organization of the Event becomes unfeasible because of – including but not limited to – central electricity outage affecting the building of the Academy of Music lasting more than 12 hours on the day of the Event, natural disaster, terrorist acts, epidemic risk, or government/state restrictions for other reasons, or significant static or other damage to the Building. The User acknowledges that the illness of the performing artists or other contributors of the Event shall not be qualified as a situation beyond his control.

9.10 The date of the Event may be modified solely upon the mutual consent of the Academy of Music and the User.

## **10. Confidentiality**

10.1 The Academy of Music and the User qualify the full content of the Individual contract as trade secret. Accordingly, the Parties treat the content and provisions of the Individual contract confidentially and use the same solely for the performance of the duties specified by the GTC and the Individual contract.

10.2 The User acknowledges that certain data of the Individual contract is qualified according to Section 3. Clause 5. of the Act CXII. of 2011 on the right of informational self-determination and on freedom of information (hereinafter referred to as: Privacy Act) as data of public interest, while according to Section 3. Clause 6. as data public on grounds of public interest, therefore the Academy of Music is obliged to publish them in case of the existence of the respective legal conditions.

10.3 It is not qualified as breach of the obligations regarding confidentiality if the information and data disclosed with the Parties in connection with the Individual contract shall be made available for third parties on the basis of obligatory legal provisions in the appropriate quantity. In this case the Parties shall immediately notify each other.

10.4 The confidentiality obligations for the Academy of Music and for the User shall remain in force without any time limitation after the termination of the Individual contract as well.

10.5 The Academy of Music hereby informs the User that according to the usage contract concluded with Society ARTISJUS Hungarian Bureau for the Protection of Authors' Rights (hereinafter referred to as: Society) the Academy of Music is obliged to provide the name and exact address of the User to the Society, in order to ensure that, if the User does not comply with its obligation to notify (8.1), the society will have the contact details of the User.

## **11. Marketing and other promotional activity**

11.1 The Academy of Music indicates the Event in its publications and website published in the current period. The User provides the basic information concerning the programme of the Event and the contributing artists, as well as press photos for illustration purposes in printing quality, high definition, free for use (at least 300 dpi, 1MB and 2000 px wide, portrait and landscape settings, minimum 2-3 pcs/Event) for the Academy of Music; furthermore beside the above a proofread expository text of high standard – addressed to appreciative audience and historically relevant to music history – in English and Hungarian language concerning the programme and the performing artists, in the extent of 800-1000 characters (including spaces) and also send the proofread list of the programme and the contributors in English language to the Academy of Music. The Academy of Music is entitled to edit, shorten or add to the text. The deadline for providing the material is communicated with the User by the designated contact person specified in the Individual contract in written form. In case the User fails to comply with the deadline for providing the material, the Academy of Music shall not be obliged to provide the publication of same.

11.2 The Academy of Music provides an opportunity to place the flyers of the Event made by the User in the Building at the ticket office. On the flyer of the Event there cannot be included any other Event which is not organized at the Academy of Music. Exceptions to the above are the brochures for a whole season Posters advertising the Event may not be displayed in the building of the Academy of Music, for this purpose the Academy of

Music will provide the opportunity on the monitors (in digital format) placed in the lobby and on the CLP places in front of the building, according to the User's request, for an extra fee.

11.3 The User is entitled to distribute programme guides or other information material concerning the Event – with full liability for the content of same – for the audience at the day of the Event, to which the contribution of the usher/hostess staff is available. Any other brochures may be distributed in the Building with the previous approval of the Communication and Media Contents Directorate. The lack of any answer for the request within 5 (five) working days, but at least until the 2<sup>nd</sup> (second) day prior to the Event shall be deemed as approval.

11.4 The Academy of Music provides the opportunity of using of the digital audience information surfaces operated by himself (the “DMS system” affixed in the audience area of the Building) and poster spaces upon preliminary order in writing, for consideration, as follows:

- a) on the digital audience information surface consisting of 10 displays in the public circulation area, structured as a running slide show, not separable per display, on a non- exclusive basis, alternating with creative material from up to 9 other events, in continuous playback, with 10-10 seconds per creative, during the period confirmed on the basis of the order, daily during the opening hours of the open-access areas of the Building,
- b) usage of poster spaces of the outdoor positions used by the Academy of Music (Liszt Ferenc tér and Király utca, in front of the building entrance) by placing it in a 1160×1745 mm sized physical poster holder,
- c) furthermore, usage of surfaces detailed under points a) and b) simultaneously, depending on the occupation of these.

In relation to the same Event/User, the Academy of Music undertakes only visualisation of maximum 3 different pieces of creative materials simultaneously (edited into the same slide show).

The creative materials and CLP posters to be visualised shall be provided by the Customer at his own expense according to the following parameters:

- a) digital audience information surface: 1920×1080 px resolution and scale digital image in \*.jpg or in other acceptable format;
- b) poster space: 1160×1645 mm page sized, one page, preferably a 4 colour poster printed on a white page.

The creative materials to be emplaced are approved by the Communications and Marketing Directorate, of the Academy of Music and is entitled to request a revision from the Customer. The submission deadline of the approved materials which should be emplaced is 72 hours prior to the first visualisation detailed in the order. In the event of failure to meet this deadline, the Academy of Music does not undertake the emplacement and does not take responsibility for meeting the deadline confirmed in the material order.

11.5 The Academy of Music provides the service for sale of CDs concerning the Event for the User through his contracted partner, which is the subject of a separate prior agreement between the User and the Contractual Partner.. The User is not entitled to carry out commercial activities on the premises of the Music Academy.

11.6 On the brochures in connection with the Event the User may indicate the logo of the Academy of Music solely with the authorization of Communications and Marketing Directorate,

the logo is provided by the Academy of Music – exclusively for this purpose – in digital format for the User. Any publication by the User shall be the subject of a previous consultation with the Academy of Music.

11.7 The User is entitled to indicate the promoters and sponsors of the Event in a way previously consulted with the Academy of Music. Such display may not harm the heritage unit of the building

of the Academy of Music, therefore the Academy of Music is entitled to determine which places of the Buildings may be involved with any installation to display the sponsors of the Event. It is to be unequivocally indicated on the sponsor display that the purpose of same is the promotion of the Event/production.

11.8 The User hereby acknowledges that – not including the recordings carried out with the contribution of the Academy of Music as specified by Clause 6.4. of the present GTC – any audio, video and photo recording of the Event (also in case of media request) may be recorded only with the previous written authorization of the Communications and Marketing Directorate of the Academy of Music. An authorization via e-mail shall be deemed as written form. The lack of any answer for the request within 5 (five) working days, but at least until the 2<sup>nd</sup> (second) working day prior to the Event shall be deemed as approval. The User acknowledges that due to the lack of a written permit, the Academy of Music is entitled to restrict the activity of the representatives of the media being present at the Event, which both the User and the representative of the media invited by him are obliged to tolerate. The User undertakes to inform the representatives of the media invited by him about the provisions set out in the present clause prior to the Event.

11.9 The User hereby acknowledges that any request for radio and/or television reporting (not including those specified by Clause 6.4. of the present GTC) as well as for accreditation of own or own photographers shall be sent to the Communication and Media Contents Directorate of the Academy of Music in written form at least 10 days prior to the date of the Event according to the provisions set out in Clauses 6.2 b) and 6.3 b-c) of the present GTC. A formal letter or an e-mail addressed to the Director of Communications shall be qualified as written request.

11.10 During the course of submitting the request for press and photographer authorization, the User shall indicate the full name and contact data (telephone, e-mail address together) of the photographer and/or the members of the staff.

11.11 The User hereby acknowledges that video and photo recordings carried out for the purpose of reporting at the Event may be recorded solely – from the places determined by the Director of Communications and Director of Productions and Stage Operations of the Academy of Music together – in such a way which does not disturb the artists in their artistic performance.

## **12. Information**

The present GTC does not contain any general contract terms which differ substantially from the relevant legislations or from usual contractual practice.

The present GTC comes into existence in Hungarian and in English languages. In the case of any difference, discrepancy or ambiguity between the language versions, the Hungarian version shall prevail.

## Annexes:

- Annex 1: Grand Hall – List of basic services and equipment, list of the fees of further services
- Annex 2: Solti Hall – List of basic services and equipment, list of the fees of further services
- Annex 3: List of instrument rental service fees in relation to the instrumental production equipment of Production and Stage Operations Directorate
- Annex 4: Grand Hall – Ticket map and list of official seats
- Annex 5: Solti György Chamber Hall – Ticket map and list of official seats
- Annex 6: Old Academy Chamber Hall – Ticket map
- Annex 7: Service fees in relation to the digital audience information surfaces (“DMS system”) operated by the Academy of Music and poster spaces
- Annex 8: Official list of possible spaces for the cameras in the case of recordings
- Annex 9: Official sound desk locations for a concert with sound system / Replacement tickets locations

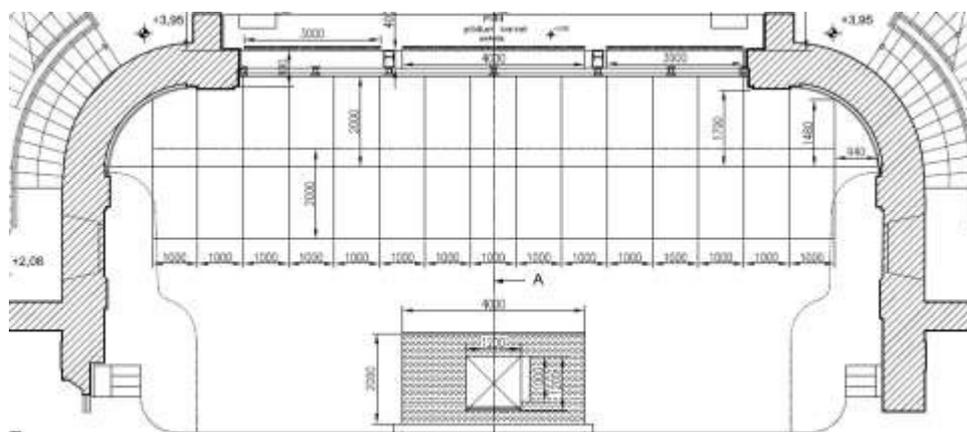
**Rooms, equipment and services related to the use of Grand Hall, free of charge as basic service (for cultural events)**

**Backstage (stage background, dressing rooms) rooms:**

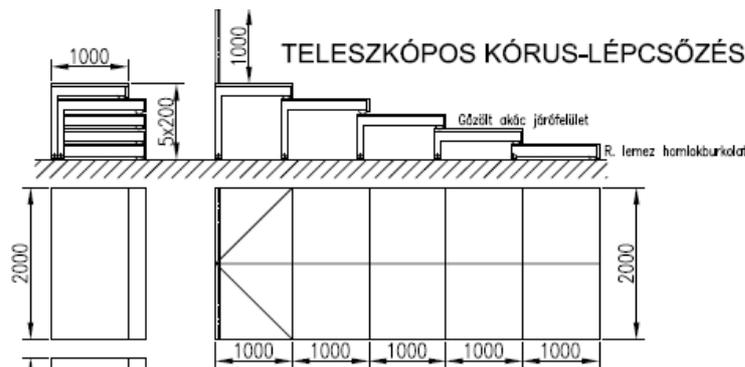
layout sign	name of the room	function	floor area [m <sup>2</sup> ]	maximum capacity	standard equipment
041	<b>Artist room</b>	artist drawing room /saloon	31	4	chairs, table, Steinway model M piano / direct access to room 024
024	<b>Soloist dressing room I.</b>	dressing room	12	3	chairs, table, private sanitary facilities (WC, shower) / direct access to room 041
027	<b>Soloist dressing room II.</b>	dressing room	13	3	chairs, table, private sanitary facilities (WC, shower)
030	<b>Soloist dressing room III.</b>	dressing room	15	3	chairs, table, private sanitary facilities (WC, shower)
033	<b>Soloist dressing room IV.</b>	dressing room	15	3	chairs, table, private sanitary facilities (WC, shower)
-151	<b>Group dressing room I.</b>	dressing room	40	30	chairs, table, private sanitary facilities (WC, washbasin)
-152	<b>Group dressing room II.</b>	dressing room	40	30	chairs, table, private sanitary facilities (WC, washbasin)
-168	<b>Group dressing room III.</b>	dressing room	92,5	80	chairs, table, private sanitary facilities (WC, washbasin)

**Equipment:**

- Orchestral music stands
- Orchestral chairs (normal, double bass)
- Conductor's podium (floor area 1,2×1,2 m), music stand
- Stackable mobile stage platforms (podiums), floor area 2×1 m, with the height of legs of 20, 40, 60 cm



- Choir podium to be placed to the basic stage, 5 stages, 20 cm height difference between the stages (10 m wide)



#### Services:

- Stage organization
- Event management duty service
- Medical service

#### Technical services, musical instruments, staff:

- 1 pcs handheld wireless microphone for speech amplification (any request for the same has to be noticed in advance)
- event lighting
- 2 pcs grand piano
- 1 person stage manager, 1 person lighting technician (in case of necessity), 2 persons stage decorator

#### Services to be paid beyond the fee of the use of rooms for the Great Hall as part of the basic services

Usher, attendant, hostess staff (fee according to the agreement concluded with the current partner of the Academy of Music).

Performing general usher and hostess tasks:  
net HUF 2 590 +VAT/hour/person.

In the case of performing VIP tasks:  
net: HUF 2 650 +VAT/hour/person

Minimum service time: 4 hours.

The VIP tasks have been defined as follows:

- orientation of guests of professional events, receptions, press conferences, etc., checking invitations,
- orientation of guests of VIP events related to performances, checking invitations,
- informing and accompanying VIP guests,
- ensuring the place of dedication, accompanying and protecting dedicating artists,
- contribution in relation to stage acts e. g. during award ceremony or flower handover as needed,
- seating audience on stage, controlling and coordination of their move.

We apply the above defined service fees for any further live concerts with audience, or if hostess staff is ordered regarding broadcasts for flower handover or other task.

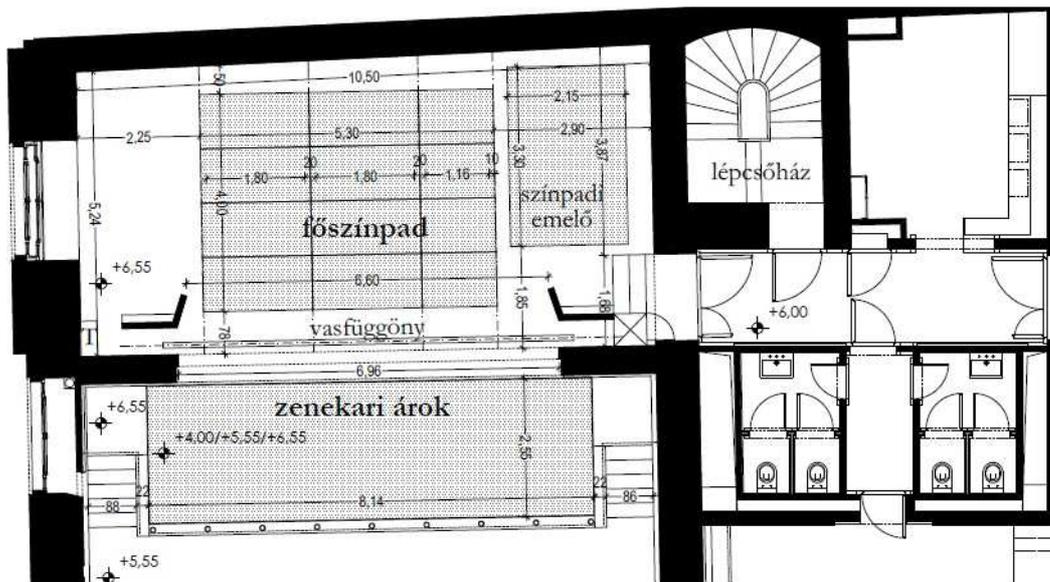
**Rooms, equipment and services related to the use of Solti György Chamber Hall, free of charge as basic service**

**1. Backstage (stage background, dressing rooms) rooms:**

layout sign	name of the room	function	floor area [m <sup>2</sup> ]	maximum capacity	standard equipment	notice
F151	<b>Group dressing room</b>	dressing room (for chamber orchestra)	11	8	general (basic lighting), chairs, table	direct access to tuning room F149
F149	<b>Tuning room</b>	corridor	25,1		general (basic lighting), bench	direct access to the bottom stage and dressing room F151
F248	<b>Soloist dressing room</b>	dressing room	9,6	3	general (basic lighting), chairs, table, private sanitary facilities (WC, shower)	
F245	<b>Group dressing room</b>	dressing room (for chamber orchestra)	10,9	8	general (basic lighting), chairs, table	
236	<b>Soloist dressing room</b>	dressing room	9,6	3	general (basic lighting), chairs, table, private sanitary facilities (WC, shower)	
237	<b>Group dressing room</b>	dressing room	9,6	4	general (basic lighting), chairs, table	
F347	<b>Group dressing room</b>	dressing room	21,5	4	general (basic lighting), chairs, table	direct access to dressing room F365
F365	<b>Group dressing room</b>	dressing room	10,3	4	general (basic lighting), chairs, table, private sanitary facilities (WC, washbasin)	direct access to dressing room F347

**2. Equipment**

- Orchestral music stands
- Orchestral chairs (normal, bass)
- Conductor's podium (floor area 1×1 m), music stand
- Stackable mobile stage platforms (podiums), floor area 2×1 m, with the height of legs of 20, 40, 60 cm



### 3. Services

- Stage organization
- Operation of stage engineering equipment
- Event management duty service

### 4. Technical services, musical instruments, staff

- 1 pcs handheld wireless microphone for speech amplification (any request for the same has to be noticed in advance)
- Bottom and upper stage engineering equipment
- Event lighting
- Effect lighting equipment
- 1pcs Steinway model D grand piano
- 1 person stage manager, 1 person lighting technician, 2 persons stage decorator

### 5. Bottom and upper stage engineering

- a. 1 pcs stage accessories and scenery lift
- b. 1 pcs proscenium sink (orchestra ditch)
- c. 3 pcs proscenium group puller (useful carrying capacity 4 kN, distributed)
- d. 8 pcs synchronic set puller at the main stage (useful carrying capacity 2,5 kN, distributed)
- e. 3×3 pcs synchronic point puller (useful carrying capacity 2,0 kN / point)
- f. 1 pcs background curtain movement at the main stage (useful carrying capacity 2,0 kN, distributed)
- g. 1 pcs pre-curtain of so-called Greek style
- h. 1 pcs safety curtain

**Services to be paid beyond the fee of the use of rooms for the Solti György Chamber Hall as part of the basic services**

Usher, attendant, hostess staff (fee according to the agreement concluded with the current partner of the Academy of Music).

Performing general usher and hostess tasks:  
net HUF 2 590 +VAT/hour/person.

In the case of performing VIP tasks:  
net: HUF 2 650 +VAT/hour/person

Minimum service time: 4 hours.

The VIP tasks have been defined as follows:

- orientation of guests of professional events, receptions, press conferences, etc., checking invitations,
- orientation of guests of VIP events related to performances, checking invitations,
- informing and accompanying VIP guests,
- ensuring the place of dedication, accompanying and protecting dedicating artists,
- contribution in relation to stage acts e. g. during award ceremony or flower handover as needed,
- seating audience on stage, controlling and coordination of their move.

We apply the above defined service fees for any further live concerts with audience, or if hostess staff is ordered regarding broadcasts for flower handover or other task.

**List of instrument rental service fees in relation to the instrumental production equipment  
of Production and Stage Operations Directorate**

**INSTRUMENT USAGE AND INSTRUMENT RENTAL SERVICES**

Name	SZJ	VAT	unit of settlement	service fee
Harp	71.40.15.0	27%	day	25 000
Cymbal	71.40.15.0	27%	day	6 000
Celesta	71.40.15.0	27%	day	25 000
Electronic piano (1 pcs)	71.40.15.0	27%	day	12 000
Timpani, orchestra pair	71.40.15.0	27%	day	20 000
Bass drum	71.40.15.0	27%	day	15 000
Double Bass	71.40.15.0	27%	day	12 000
Cimbalom	71.40.15.0	27%	day	15 000
Tubular bells + stand	71.40.15.0	27%	day	18 000
Timpani, 1 set (orchestra pair + lower + higher)	71.40.15.0	27%	day	40 000
Harpsichord*	71.40.15.0	27%	day	40 000
Portative organ*	71.40.15.0	27%	day	40 000
Upright piano*	71.40.15.0	27%	day	30 000
Piano (model S)*	71.40.15.0	27%	day	30 000
Piano (model B)*, within the premises of the Academy of Music, in case of an instrument provided beyond the basic service	71.40.15.0	27%	day	30 000
Piano (model D)*, within the premises of the Academy of Music, in case of an instrument provided beyond the basic service	71.40.15.0	27%	day	30 000
Piano (model B), for external location	71.40.15.0	27%	day	can be rented solely with the exclusive joint permission of the chancellor and rector and pricing
Piano (model D), for external location	71.40.15.0	27%	day	can be rented solely with the exclusive joint permission of the chancellor and rector and pricing
Usage of concert organ in Grand Hall (the service fee contains the preparation, concert tuning of the instrument)	71.40.15.0	27%	day	150 000

\*The indicated service fee does not include the instrument tuning fee!

The fees indicated in the table do not include the VAT.

Piano tuning HUF 20.000 + VAT  
Tuning on duty HUF 20.000 + VAT

Upon a separate request, we provide tuning duty for the partner. The duty is provided until the start of performance or until the end of intermission, in accordance with the characteristics of the performance and the possible work during the duty.

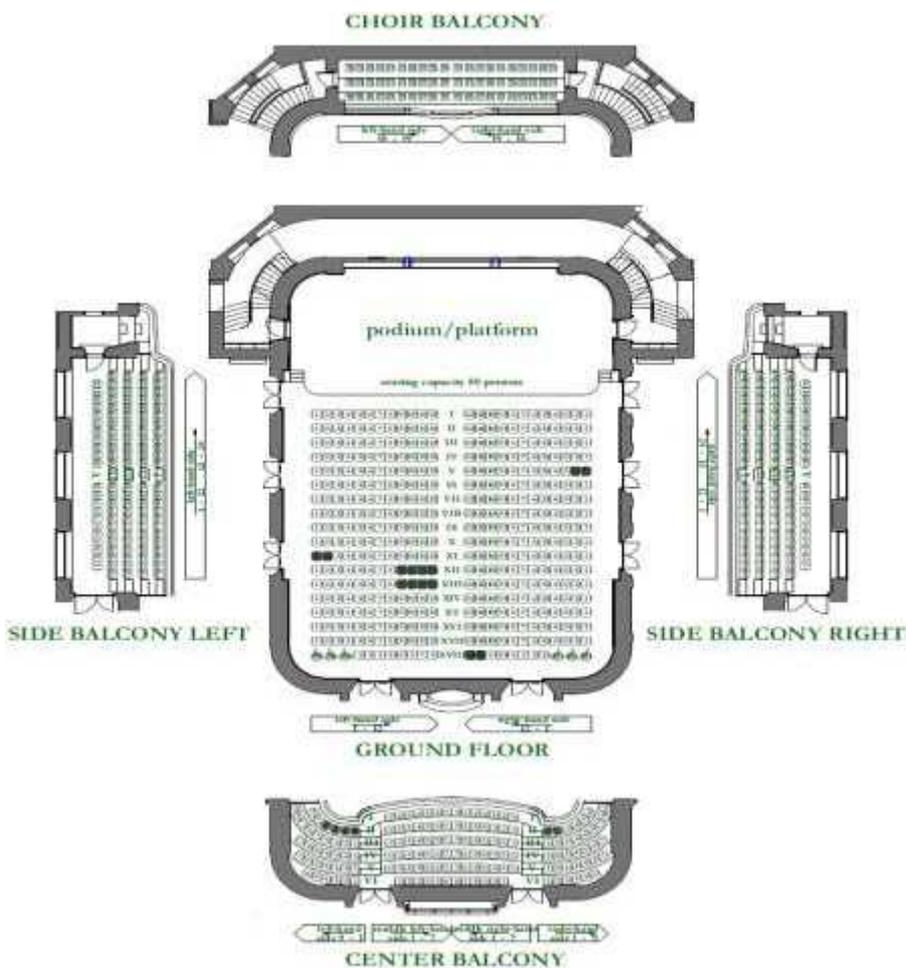
**Ticket map and list of official seats  
Grand Hall**

GRAND HALL			
ground floor	right	Row V.	1-2.
	left	Row XI.	1-2.
	left	Row XII.	9-10-11-12.
	left	Row XIII.	9-10-11-12.
	right	Row XVIII.	7-8.
center balcony	left	Row II.	1-2-3-4.
	right	Row II.	1-2.

**student seats (ticket map does not contain)**

2 <sup>nd</sup> floor gallery	48 seats + 32 standing tickets
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If the User requires, he/she can take over the unused ticket quota of the student body of the Academy of Music, after agreement, at the price of 2 500,- HUF/ticket.

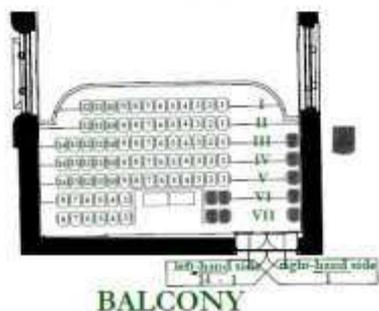
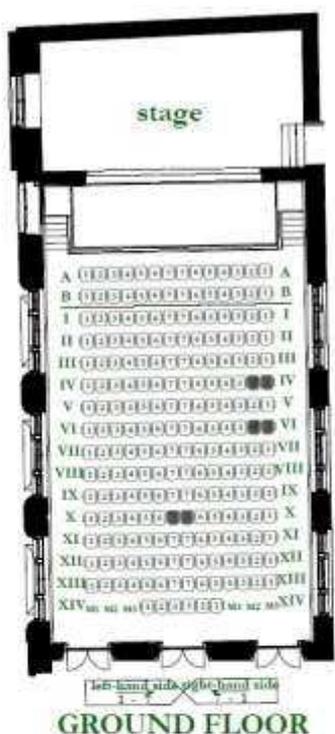


**Ticket map and list of official seats  
Solti György Chamber Hall**

SOLTI HALL			
ground floor	right	Row IV.	1-2.
	right	Row VI.	1-2.
	right-left	Row X.	7-7
balcony	right	Row VI.	1-2
	right	Row VII.	1-2

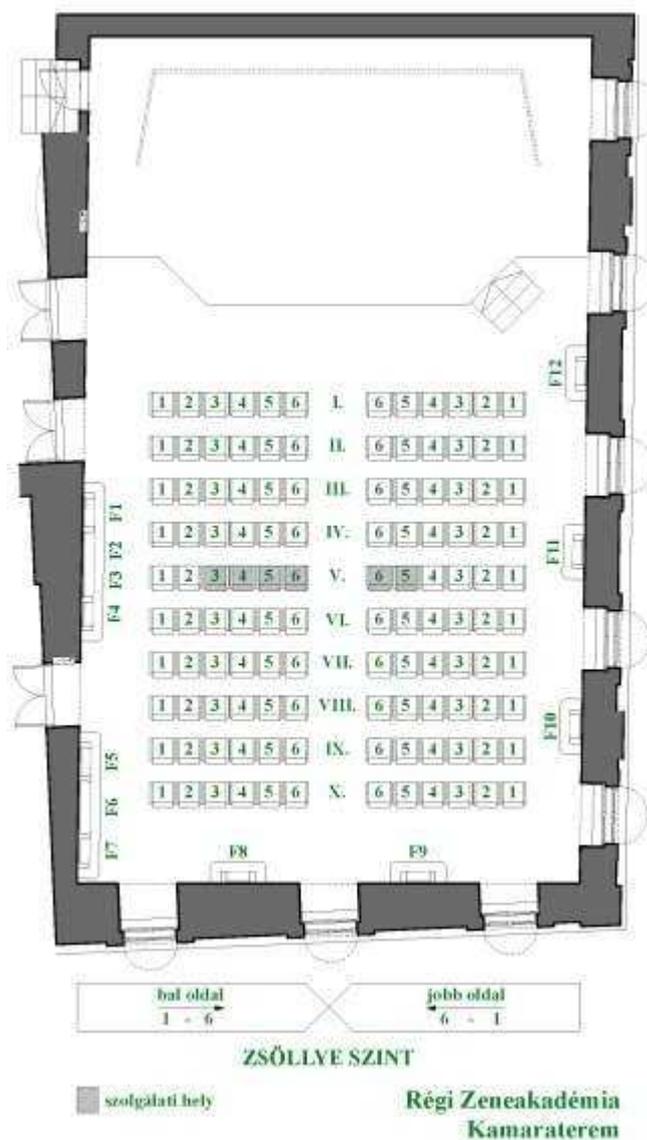
**student seats**

balcony	right	5 seats standing behind each other
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**Ticket map and list of official seats  
Old Academy Chamber Hall**

OLD ACADEMY CHAMBER HALL			
ground floor	right	Row V.	6-5.
	left	Row V.	3-4-5-6.



**Service fees in relation to the digital audience information surfaces (“DMS system”) and Placements of posters operated by the Academy of Music**

	Surfaces	Sevice fes
a)	Placement of 1 creative on LCD in the programmes of the Academy of Music	24 000,- HUF/day
b)	Placement of 1 CLP poster	24 000,- HUF/day
c)	Placement of 1 CLP poster +1 creative on LCD between the programmes of the Academy of Music	36 000,- HUF/day
d)	Usage of 2 CLP poster sites together	36 000,- HUF/day
e)	Placement of 2 CLP posters + 1 creative on LCD between programmes at the Academy of Music	48 000,- HUF/day
f)	Exclusive usage of LCD	240 000,-HUF/day
g)	1 CLP poster + exclusive use of LCD	264 000,-HUF/day
h)	2 CLP poster + exclusive use of LCD	276 000,-HUF/day

The fees indicated in the table do not include the VAT.

**Official list of possible spaces for the cameras in the case of recordings**

<b>CAMERA SPACES IN GRAND HALL</b>			
ground floor	left	17. row	1-2-3-4.
	left	17. row	9-10-11-12.
	left	18. row	5-6-7-8.
	left	18. row	P1-P2-P3-P4. Extra seats (disabled seat)
	right	17. row	1-2-3-4.
	right	17. row	9-10-11-12.
	right	18. row	5-6-7-8.
	right	18. row	P1-P2-P3-P4. Extra seats (disabled seat)
side balcony	left	1. row	1-2-3-4.
	left	2. row	1-2-3-4.
	left	3. row	1-2-3-4.
	left	4. row	1-2-3-4.

**Official sound desk locations for a concert with sound system**

<b>GRAND HALL SOUND DESK LOCATIONS</b>			
ground floor	left	12. row	9-10-11-12.
	left	13. row	9-10-11-12.
ground floor (optional, depending on the size and quantity of technical equipment to be installed for the additional scenic service)	left	11. row	9-10-11-12.

<b>GRAND HALL REPLACEMENT TICKETS LOCATIONS</b>			
ground floor	right	12. row	9-10-11-12.
	right	13. row	9-10-11-12.