

## EXHIBITION AGREEMENT

between Deggendorf Institute of Technology, as a state institution representing the Free State of Bavaria, represented by its President, Prof. Waldemar Berg (hereinafter referred to as "DIT"),

and

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(hereinafter referred to as the "Exhibitor").

### "Title of the exhibition"

#### 1. Exhibition

The exhibition will be held from dd.mm.yyyy to dd.mm.yyyy in the rooms of the DIT library and will feature xx pictures (Appendix 1 to this Agreement). The contact persons responsible for the library are the Head of Library Services, Markus Putnings <bib-leitung@th-deg.de>, and Matthias Hirtreiter <matthias.hirtreiter@th-deg.de>.

#### 2. General exhibition terms and conditions

(1) DIT shall provide the exhibition space on the mezzanine floor of the library free of charge for the exhibition.

(2) The exhibition shall be set up by the exhibitors on dd.mm.yyyy, in the time from xx:xx to xx:xx (a.m./p.m.).

(3) The exhibition shall, in general, open immediately thereafter or, if the exhibition is set up outside the opening hours in consultation with DIT's library, on the next day that the library opens.

(4) The exhibition shall be taken down by the exhibitors on dd.mm.yyyy in the time from xx:xx to xx:xx (a.m./p.m.).

(5) The exhibitors are aware that the customary terms and conditions typically in place for exhibitions at art museums and galleries shall not apply to the DIT library nor can they be created. This applies in particular to the climatic conditions (no humidity regulation possible), lighting (no darkening possible), illumination (no additional lights or spotlights will be installed). Exhibitors shall be obliged to use only the exhibition system available at the library, i.e. the gallery rails. The library can provide a limited number of hooks and cords to fit the rails. The walls may not be damaged (by using e.g. nails or spacers).

(6) The DIT library cannot provide any form of supervision for the exhibition.

(7) The exhibitors shall solely be liable for the content of the exhibition. Any and all content and objects displayed during the exhibition that are likely to discriminate against, mock, ridicule or express contempt for individuals or specific groups shall require comprehensive scientific contextualisation. Where this is not provided, the content or objects shall not be tolerated by the DIT library and shall result in the immediate termination of the exhibition, which, in such circumstances, must be removed immediately.

(8) Exhibitors shall warrant that they are fully authorised to permit the DIT library to exhibit the works listed in Appendix 1 and that this does not infringe any third-party rights (such as copyright or trademark rights), other legal regulations (such as those contained in Section 86a of the German Criminal Code (StGB)) or the house

rules governing the facilities and properties belonging to Deggendorf Institute of Technology, or concerning the DIT library's terms of use or the general terms of use of the Bavarian State Libraries.

### **3. Insurance, liability**

DIT is unable obtain insurance, given that state institutions are subject to the principle of self-insurance. Compensation can only be paid within the scope of the Free State of Bavaria's self-insurance policy. DIT shall not be liable for any damage or loss, or any other forms of deterioration or alteration of or to exhibition items brought in under this Exhibition Agreement. The exhibitors shall indemnify DIT from any third-party claims for infringement of copyright or moral rights. In all other respects, both parties shall solely be held liable vis-a-vis each other, to the extent permitted by law, for intent and gross negligence.

### **4 Exhibition remuneration**

In accordance with the "Exhibition remuneration of the Federal Association of Visual Artists" guidelines, DIT shall be regarded as a non-profit off-space. DIT neither owns nor does it receive any form of funding for the payment of exhibition remuneration. As such, no exhibition remuneration shall be paid to the exhibitors.

### **5. Force majeure**

Where the exhibition venue cannot be used at the agreed exhibition time due to unforeseeable events, legal or official orders or a decision by the university management, or where the library building is otherwise closed to the public, both the exhibitors and the DIT shall be entitled to withdraw from the contract. In the event of withdrawal, which must be declared in text form, both parties shall be released from their performance obligations. Any reimbursement of expenses or costs as well as claims for damages, including consequential damages and lost profits, are hereby excluded.

### **6. Effectiveness**

Should any individual provisions contained in this Agreement be or become ineffective, this shall not affect the validity of the Agreement as a whole. The invalid provision shall be replaced by a statutory provision that most closely reflects that of the invalid provision.

### **7. Place of jurisdiction**

German law shall apply. The place of jurisdiction shall be Deggendorf.

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Place, date

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Exhibitor(s)

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DIT

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Signature

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Signature