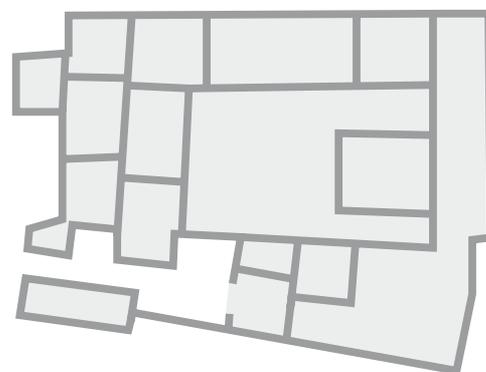


Mauterndorf Castle

A haven of art history at the foot of the Tauern mountains.

The rooms are available all year round for meetings, speeches and talks, conferences, plays and concerts, weddings, baptism ceremonies, celebrations and cultural events, company and club festivities, incentive events etc.



Mauterndorf Castle	Capacity	Size	Basic rental fee (3 hours)	Assembly and extension time
Hall	Max. no. of people	m ²	€	€/hour
Culture hall	240	162	385	100
Castle chapel	100		100	

Small knightly hall and castle tavern

To be arranged with the manager of the Burgschenke in person. Tel. +43/(0)6472/7294, e-mail: burgschenke@sbg.at, www.burgschaenke.at

Additional items/Operating expenses		Prices
		in €
Electricity for lighting and heating kWh		0.37
Staff:	Supervisor	43

Info:

■ Events

Programmes can be tailored to customer requirements. Concerts, small theatre, old traditional dances, knightly banquets, minstrels, costumed participation, special tours (i.e. an audience with the prince bishop) etc.

■ Weddings

Stylish church weddings and baptism ceremonies can be arranged in the gothic fortress 'Burgkapelle' church. Post wedding ceremony dinners can also be booked in the Burgschenke restaurant and tavern.

■ Congresses

There is a stage and seminar equipment in the 'Kultursaal'. Also available: Lifting platform, sound system, film and slide projectors, 10x6 screen etc.

Mauterndorf Castle management

A-5570 Mauterndorf i. Lg. · Tel. +43/(0)6472/7426 · Fax +43/(0)6472/742622
office@burg-mauterndorf.at

General Terms and Conditions

Salzburger Burgen & Schlösser Betriebsführung

I. Parties to the Contract

Unless otherwise agreed in writing, the terms and conditions of business shall remain unaffected by other legal obligations or provisions and apply to all agreements regarding the hiring of rooms made between the Salzburg Burgen & Schlösserbetriebsführung, a company-like operation of the Austrian federal province of Salzburg, hereinafter referred to as SBSB - and their contractual partners, hereinafter referred to as the 'customer'.

II. Contract invocation

- 1: On request SBSB can produce a non-binding offer.
- 2: The utilisation contract will only become valid upon receipt by the SBSB of confirmation of the customer's acceptance of the offer in writing within the specified time limit; and if the first instalment (or agreed total) has been paid into the Land Salzburg account at the Salzburger Landes Hypothekbank AG, account number 2127017, sorting code 55000 within the agreed time limit.
- 3: The customer shall not be entitled to invoke any of his/her own terms and conditions.
- 4: The customer shall not be entitled to exclusive use of the entire building. If two events are to be staged within the venue, priority shall be given to the booking received first.

III. Prices

- 1: General:
All prices are subject to the legal percentage of value-added tax; the prices charged are the rates as in the price list valid at the date(s) of provision, even if the proposal quotes other prices (e.g.: from an outdated price list).
- 2: Renting rooms:
The basic three-hour lease rate quoted in the price lists is a minimum rate payable even if the duration of utilisation is less than three hours. From the start of the fourth hour and for each subsequent hour commenced, the full hourly rate quoted in the price lists will be payable for on-premise work - whether for preparatory, assembly or dismantling purposes.
- 3: Operating expenses:
Costs for electricity for lighting and heating, personnel costs as well as costs for preparatory or cleaning work are subject to the price lists valid at the time of service provision. All such costs shall also be charged to the customer named in the contract. In case of extraordinary cleaning expenses, the actual higher cost of cleaning will be charged.
- 4: Fee collection, duties and other charges:
All costs, duties and fees resulting from the room rental agreement and the organised event, as well as a commission fee payable for a public event and AKM (performers' union) fees, will be borne by the customer named in the contract in addition to the rates quoted in the price lists.

IV. Mode of payment

- 1: The utilisation fee is payable in two instalments as follows:
a) Upon issue of the signed utilisation acknowledgement by SBSB, the specified down payment is payable within 7 days to account no. 2127017 at Salzburger Landes-Hypothekbank, sorting code 55000, Residenzplatz 7, A-5020 Salzburg.
b) The remaining utilisation fee and the actual operation expenses, personnel costs as well as duties and other fees possibly levied by the authorities, will be invoiced by SBSB after the event. This amount is payable within 14 days from the invoice date without discount or the offsetting of other expenses.
- 2: Furthermore, SBSB reserves the right to demand advance payment of the entire contract sum or the provision of an abstract bank guarantee to be valid up until after the date of the event booked. The SBSB shall be entitled to redeem the bank guarantee should the customer fail to honour his/her obligations to pay according to the deadlines and amounts stipulated in the contract.
- 3: In case of late payment, SBSB may charge interest 8% above the basic lending rate per annum on due remaining amounts. Additionally, the customer shall be obliged to pay all expenses incurred by SBSB, such as a penalty of €20 per reminder, as well as those incurred by SBSB for debt collection services and out-of-court legal advice.
- 4: If the user is a group of persons, all persons involved will be liable.

V. Cancellation Policy

- 1: In case of cancellation by the customer up to two weeks prior to the booking date, the down payment will be charged as a cancellation fee. After that time, the entire utilisation fee will be charged as a cancellation fee.
- 2: SBSB reserves the right to withdraw from the utilisation contract for grave and important reasons. Grave and important reasons are particularly (a) if the customer falls behind in regard of the schedule of payment obligations. (b) if, upon request, the customer is unable to show official permits or to prove that approval has been granted for the planned event. (c) if any form of bankruptcy charges have been filed against the customer, regardless of the result. (d) if the planned events are of a nature considered to contradict the dignity and standard of the venue or to be of an extreme nature. (e) if the nature of the event suggests that public order, quiet or security will be compromised. (f) if the customer violates any of the terms and conditions of the contract laid down in this document. In case of withdrawal by SBSB for grave and important reasons, the cancellation fee as quantified in paragraph 1, depending upon the date on which the reason for cancellation was announced, shall be payable.
- 3: The SBSB shall also be legally entitled to withdraw from the contract: (a) if rooms of the Salzburger Residence are needed for an official reception organised by the regional government of Salzburg province, Land Salzburg, up to three weeks before the event is scheduled to take place. In such a case the SBSB will, if possible, try to make another suitable SBSB venue available to the customer. (b) in a case of force majeure (such as fire, floods, storms, strikes etc.)

or any other events beyond the control of the SBSB (such as open air events held outside any of the SBSB sites (that make it impossible to carry out the event as planned).

In such cases the contractual partner, the customer, shall not be entitled to demand any form of compensation from the SBSB.

4: If there is considered to be a risk of danger to persons or grave damage to property if the event is continued, the SBSB shall be entitled to abandon the event, even once it has begun. In such a case, the customer shall not be entitled to demand any form of compensation from the SBSB whatsoever. The SBSB reserves the right to demand compensation to at least the value of the cancellation fee as specified in 1).

5: If a customer cancels a part of the rooms, a part of the time or part of the services originally booked, the cancellation fee shall be charged aliquot as in point IV. 1).

VI. Liability

1: The customer shall bear the entire risk accruing to his/her event, including activities during the assembly and preparation period, during the event itself, and during the dismantling period. The customer will be held liable to the SBSB, SBSB employees and SBSB customers, for all damages inflicted by the customer, the customer's employees, agents or visitors at the event.

2: The customer will hold SBSB free of claims and damages with respect to damages and third party claims resulting from venue utilisation. This also applies to the immunity of the SBSB regarding all displayed goods and exhibits.

3: The customer has the obligation to present SBSB or the property manager with event indemnity insurance (personal and material damage as well as damages suffered by SBSB) with a minimum coverage of 3 million Euros per instance prior to the event. In case proof of such insurance cover is not presented at least 24 hours prior to the event, the event indemnity insurance closed by SBSB (which will not cover damages to SBSB) will be used, the pro-rata premium will be invoiced to the User. In this case, the retainer per case will be €730.

4: Should the future party to the contract - the customer - choose to advertise an event before the contract has been legally invoked as in point II. 2), the customer shall have no entitlement to enforce any claims whatsoever for compensation on the part of the SBSB.

5: Any claims by the User must be submitted immediately in writing; otherwise all titles will be lost. They expire unless filed with a competent legal court within six months. If no complaints are submitted by the customer on receipt of the venue, the venue and rooms shall be considered to be accepted without fault. Subsequent complaints and claims in this regard shall not be entertained. By commencing assembly work, the customer confirms that the rented rooms, spaces, objects and facilities are fully functional and not faulty in any way.

6: Claims for damages submitted by the customer against SBSB shall be excluded for slight and gross negligence as far as such exclusion is permissible by law and in any case inasmuch as such damages are not covered by indemnity insurances in favour of SBSB.

7: Liability by SBSB is also excluded as in §§ 970ff and 1316 of the Austrian General Laws (ABGB). The SBSB shall accept no liability whatsoever for any objects brought to the venue by the customer, the customer's employees, the company's contractors, visitors or guests - nor for their subsequent loss or damage. In this regard the customer shall be subject to a greater degree of care and responsibility for the safety and security of such objects. Valuable and easily removable objects must be kept in a safe place and locked away if possible.

VII. Conditions of Use

1: Smoking and/or the use of open fires/flames is prohibited in all event locations. The User has the obligation to inform all visitors and aides of that fact. The ban has to be observed unconditionally. As far as rooms are equipped with smoke detectors/fire alarms, these must not be turned off during events.

2: For all furnishing or construction within the rooms a 300mm minimum distance to walls and obstacles (e.g. chandeliers) must be observed. Spotlights must be installed at least 500mm from wood, textiles and tapestries, and must not be directed at paintings. Users must provide heat and pressure resistant protective padding or mats, felt or boards, for all furnishing, tripods or ladders - to protect the flooring. All constructions and furnishings must be compliant with all regulations and requirements of the building and event authorities.

3: Decorations, fittings and constructions may not create a significant increase in the fire risk in the venue in the contract (i.e. exhibition area).

Decorations, fittings and constructions must be entirely made of fire-resistant material of combustibility class >C< (burns poorly), smoke emission class >s1< (weak smoke production capacity) and droplet class >D< (weak production of droplets). The customer shall be obliged to provide written proof of suitability according to the Austrian Ö-Norm EN 13501-1 valid at the time of the event.

All test results must be provided in either German or English.

4: The customer is responsible for compliance with all public regulations, and for gaining all required official permits.

5: Any customer advertising making reference to the venue to be utilised may only be permitted via written consent from the SBSB. Use of venues for purposes of sound, film or video recordings, or for radio or TV productions, requires the written consent of the SBSB.

6: The customer shall not be permitted to transfer any rights, claims, whether partially or completely, whether for a fee or free of charge, to any third parties, or allow them to exercise the aforementioned without the written permission of the SBSB. Even in the case of the permitted transfer of rights etc. the customer shall remain completely liable as regards obligations towards the SBSB.

7: The customer is aware of the house rules and is obliged to obey every single detail of these rules. Should this not be the case the SBSB shall reserve the right to make all necessary corrections, reparations and improvements at the expense of the customer

8: At the end of the agreed period for the use of the venue, the venue must be vacated and all fixtures, fittings and furnishing are to be returned clean and tidy in their original condition. Objects, things, packaging and remains of catering brought in by the customer, and companies contracted by the customer, must be entirely removed. Otherwise, the SBSB the removal and storage of these objects shall be contracted out at the expense of the customer. All damages to the contracted venue shall be repaired by the SBSB at the expense of the customer.

VIII. Participants

The headcount limits set for each venue (as detailed in the venue documents) must not be exceeded, unless the responsible municipality has granted special dispensation. The party to the contract - the customer - confirms his/her knowledge of the details of the permit for this event. The Salzburg Residence is permitted a maximum headcount of 645 people (525 people without the permission of the university and the cathedral). This number may not be exceeded. The Kuenburgsaal hall (New Residence) is permitted to accommodate 100 people, and from 5pm 150 people.

IX. Itinerary

At the time of booking an itinerary with a schedule of events must be submitted to SBSB. The final itinerary and schedule must be in the hands of the SBSB at the latest one week before the event. The User must be represented by a responsible supervisor during the entire event and available for SBSB at all times. The name and mobile telephone number of the responsible supervisor must be made known to SBSB a week prior to the start of the event.

X. Supervision

The number of supervisors depends on the size and nature of the event as well as the venue. This number is set by SBSB. At least one SBSB supervisor will be present at all times during the event and will be charged for. For events at the Residence, at least one person at the cloakroom and one concierge will be charged for.

XI. Official permits

If official permission is required for an event (e.g. by the 1997 Salzburg Events Act in its current version), such permits need to be applied for in good time (advably immediately upon receipt of the utilisation confirmation). A copy of the permit must be submitted to SBSB as soon as it has been issued. All requirements by the authorities must be met by the customer at the customer's expense and without directing claims for compensation to the SBSB.

XII. Breach of Contract

If a customer fails to fulfil obligations specified in this contract, the customer shall pay a penalty amounting to €2000 (including VAT). Regardless of this, SBSB has the right to claim for damages resulting from such default.

XIII. Place of Jurisdiction. Applicable Law.

Written Form

For all disputes arising from, or in conjunction with, this contract, the factually competent court of justice in the city of Salzburg, Austria, will be the sole place of jurisdiction. The parties to this contract agree upon applicability of material Austrian Law with the exclusion of the UN convention on contract for the international sale of goods. Any changes or amendments to the utilisation contract or to these general terms and conditions must be made in writing.

Should any part of the »Terms and Conditions of the Salzburger Burgen und Schlösser Betriebsführung« be partly or completely invalid or impracticable, this shall have no effect on the validity of the remaining terms and conditions. The parties to the contract shall be obliged to agree on a legally valid ruling that best serves the commercial purpose of the invalid or impracticable term or condition. This duty shall also apply to issues not covered by the original agreement.

Salzburger Burgen- und Schlösserbetriebsführung
A company-like operation belonging to the Salzburg
Federal Government

Affiliated to department 8/03 for the administration of
properties and buildings, matters of civil law
PO box 527, A-5020 Salzburg