Public Relations Office Schillerplatz 3 1010 Vienna

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Florian Appelt

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Aula at Schillerplatz 3

With the unique architecture of the house built by Theophil Hansen on Schillerplatz, the Academy of Fine Arts Vienna offers an impressive historical setting and an unforgettable ambience for your events. The building has been shining in new splendor since its general renovation in October 2021. The Aula on the ground floor offers the perfect setting for a gala or an informal get-together. A special highlight for your guests could be a visit to the Picture Gallery with its highlights, such as *The Last Judgement Triptych* by Hieronymus Bosch (1450/55-1516). www.kunstsammlungenakademie.at

Usage fee

200.90100	
per event day	5.500,- Euro
per set-up and dismantling day	2.200,- Euro

Prices are subject to change.

After conclusion of the contract, the agreed prices are fixed prices.

We do not charge VAT.

Capacities and areas

Room	Area in m ²	3000	∵ ∴	*)
Aula	450	200	100	250

^{*) =} max. number of persons permitted

<u>Access</u>

U1, U2, U4 station Karlsplatz, U2 station Babenbergerstraße 1, 2, D, J Opera station, 3a, 59a, 2a, 57a station Oper/Burgring

Equipment

We rent out the Aula empty, i.e. the technology and furnishings are provided by the respective organizers. We can provide 100 chairs.

Catering

With Michael Killmeyer and his team, we can recommend a caterer to you who has, in addition to many other events, been enriching the events of the Academy for years and will be happy to make you an offer tailored to your specific needs.

Contact: Michael Killmeyer, 0676 9369270, office@cafemichele.at

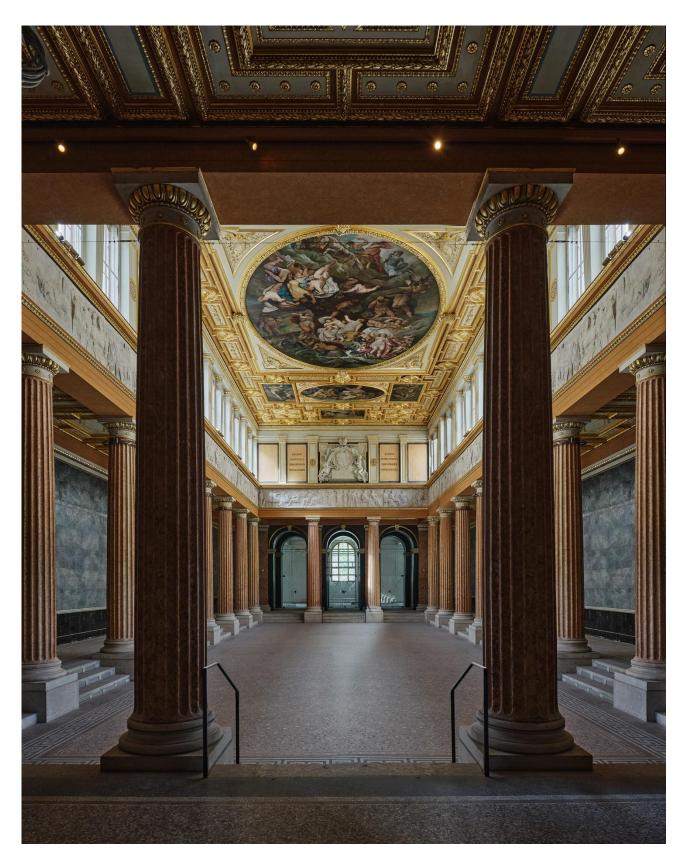
Supervision during the event

Hourly rates for porter services, supervisory services and cleaning services can be requested via e-mail. The number of security staff required for the event is to be decided separately for each event. The organizer must bear all additional costs according to expenditure.

History of the Academy of Fine Arts Vienna

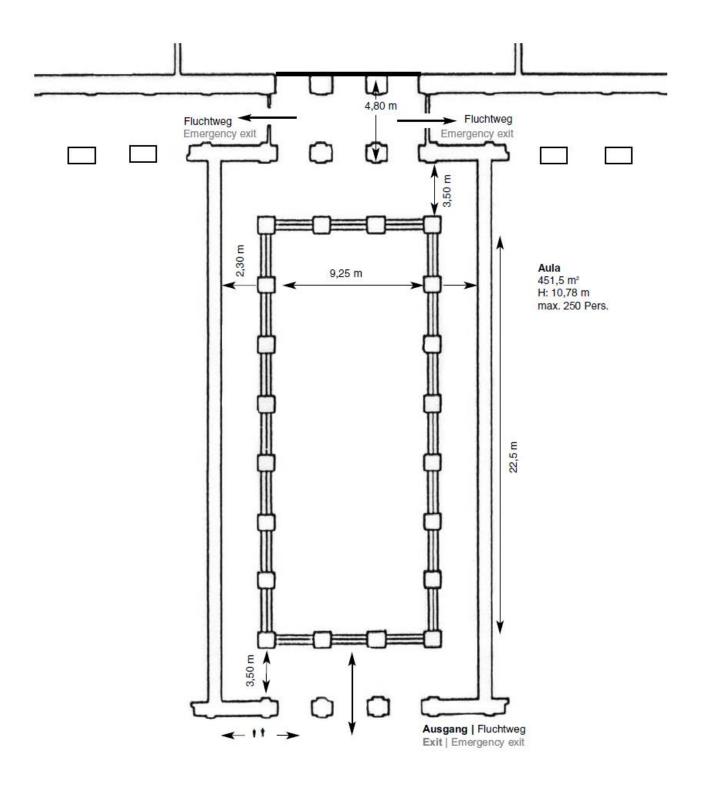
The Academy of Fine Arts Vienna was founded in 1692 on the initiative of Peter Strudel and received a university-like rectorate constitution in 1751. At the instigation of the protector Kaunitz, a merger of all existing art schools took place in 1772, and in 1786 the Commercial Drawing Academy was also incorporated. This "Academy of the United Fine Arts" also functioned as the highest art authority between 1812 and 1850. In 1872 it was elevated to an art academy with its current title. In 1877 it was housed in the building erected by Theophil Hansen on Schillerplatz. In 1996, the academy's studio building (formerly the Semperdepot) was opened. The academy has been a university since 1998.

As the oldest art academy in Central Europe, the academy sees itself today with approx. 1500 students as a field of experimentation for contemporary art and architecture and as a place where theory and practice, science and art meet. With the University Library, the Picture Gallery and the Gaphic Collection, the Academy offers unique collections.



Academy of Fine Arts Vienna Schillerplatz 3, Aula

Area: 450m²



Academy of Fine Arts Vienna, Aula, ground floor

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Agreement (Form)

on the lent of premises of the Academy of Fine Arts Vienna Applicant: (name/company/ association/designation) Represented by: Address, Street: Zip code, town: Room: other Location Studio Building Schillerplatz Event (Date/Time, from-to): Setup (Date/Time, from-to): Dismantling (Date/Time, from-to): Name of the Event: Responsible representative of the applicant during the event: First name and surname: Address: Phone no: _____E-Mail: _____ Additional agreements: User fee: Euro · The user fee and security deposit are known to the applicant or his/her responsible representative in the above-mentioned amount and agree to the "General Terms and Conditions" listed are acknowledged and accepted. This application together with the "General Terms and Conditions" and the following "Declaration of Consent of the Academy of Fine Arts Vienna" form the "Agreement". Signature of the applicant: Signature of the responsible representative: Place/Date: Place/Date: Declaration of approval by the Academy of Fine Arts Vienna

Date: August 2024 1 of 5

Place/date/signature:

The Academy of Fine Arts Vienna, represented by the Rector, approves the above application.

General terms and conditions

- 1. The agreement between the applicant (hereinafter referred to as the "organizer") and the Academy of Fine Arts Vienna (hereinafter: the "Academy") shall only become legally effective with the formal consent of the Academy, represented by the Rector. Applications from legal entities, partnerships under commercial law or groups of persons must be signed by an authorized representative. The power of representation must be proven to the Academy in a suitable form.
- 2. The application for the provision of premises of the Academy of Fine Arts Vienna (the "Application") must describe the subject and type of event/use (the "Project Description") comprehensively and if necessary with the addition of a supplementary sheet. It must also include all dates of the event (the "coordinates") set-up and dismantling times and set-up and dismantling days, dates for the delivery of equipment and any planned catering specified precisely. The coordinates may only be changed by mutual agreement between the
- specified precisely. The coordinates may only be changed by mutual agreement between the Academy and the organizer. The project description and the coordinates shall form the essential basis of the agreement.
- 3. The organizer shall bear the financial and liability-related responsibility for the proper execution as well as for order and safety during the event, in particular for compliance with the house rules, fire alarm and fire safety regulations; for compliance with all internal compliance with all internal Academy requirements, any requirements prescribed by the authorities and the relevant and the relevant administrative regulations. All rooms in the Studio Building have fire alarms that are directly connected to the fire department control center. If an organizer triggers an alarm, the costs for the fire brigade call-out must be borne by the organizer. The organizer must have the fire alarms shown to them by the building technicians and ensure that any superstructures are not positioned in the path of the detectors. During set-up and dismantling work, the fire alarms can only be temporarily deactivated by representatives of the Academy.
- 4. Not included in the usage fee are the personnel costs for supervision provided by an officially licensed company "Security", which is provided by the Academy, in accordance with points 7 and 8 and cleaning. These will be invoiced separately to the organizer afterwards.
- 5. The organizer is obliged to take the greatest possible care of the rooms and inventory provided. The organizer is liable for any damage resulting from the event in the entire Academy building in which the event actually takes place, for any damage arising as a result of the use of the premises by them, their representatives or participants, for any own or third-party fault, and within the scope of § 1311 ABGB (Austrian Civil Code) also for coincidence. The organizer shall bear the burden of proof that damage did not occur during the event.
- 6. The organizer is obliged to take out liability insurance with an appropriate scope of cover upon conclusion of the contract and to provide evidence of this upon request.
- 7. In the case of events that are held by external persons, institutions or companies on the Academy's premises with the Academy's approval, the provision of a security service by the organizer is mandatory in order to ensure the maintenance of an orderly and safe event and to monitor compliance with all official requirements and security regulations.
- 8. In any case, a representative of the Academy (a supervisor provided by an officially licensed licensed company "security" provided by the Academy) must be present during the event/exhibition. The organizer will be invoiced separately afterwards.
- 9. The organizer must maintain contact with the building supervisor and work together with them to ensure compliance with the house rules and security regulations.
- 10. The organizer is obliged to ensure in their own name and at their own expense that all administrative approvals are obtained, in particular in accordance with the Association-, Assembly-and Vienna Venues Act. Measures that are required by the authorities shall be taken at the

expense of the organizer and in agreement with the Academy. After the event has ended, the original condition of the building or the rooms used must be restored, unless the Academy expressly waives this in writing.

- 11. If events that are open to the public take place in rooms of the Academy that are not the provisions of the Vienna Event Venues Act, the event applicant shall, after consultation with the Academy, submit an application at their own expense to MA 36 to determine the suitability of the premises and, if necessary, to comply with all measures required by MA 36 following an inspection of the premises at its own expense in agreement with the Academy and to arrange for an official inspection in this regard before the event is held.
- 12. An inspection must be carried out before and after the event in order to determine the condition of the premises concerned and to record this in writing. A representative of the organizer and the academy must take part. The appointment must be made by telephone at the latest on the day of the event at the instigation of the organizer with the "Building Technology Procurement" department of the Academy.
- 13. Decorations and changes to the furnishings are only permitted with the prior consent of the Academy. The organizer hereby expressly acknowledges that the wooden floors in the studio building may only be cleaned dry and under no circumstances with water, otherwise the Academy shall be indemnified and held harmless.
- 14. In accordance with the provisions of the Tobacco Act (BGBI. 120/2008), there is an absolute smoking ban in all rooms of the Academy. The organizer is responsible for ensuring that this is observed. The organizer is liable for any violations.
- 15. The use of open fire and flammable objects and liquids is strictly prohibited in all rooms of the Academy.
- 16. According to official regulations, the volume in the studio building must not exceed 75 decibels.
- 17. Administrative penalties in connection with the event shall be borne by the organizer or the organizer shall indemnify and hold the Academy harmless. The Academy shall be liable in the event of administrative penalties imposed or prescribed for it, otherwise the Academy shall lose its right to indemnification and to enable the organizer to comply with the time limits for legal remedies.
- 18. All companies and their representatives who are working on the premises of the Academy as part of an event must sign in with the porter. Any costs incurred as a result of neglect of this obligation will be charged separately to the organizer.
- 19. The catering company commissioned by the organizer is obliged to take the greatest possible care of the rooms and inventory provided. The warming of food in the event rooms is only permitted with the prior written approval of the Academy in strict compliance with the safety and protective measures for the furnishings and floor (cover!). as well as the use of hot water. The connection of electrical appliances may only be connected to existing sockets within the limits of the available current. The disposal of leftover food in the rooms of the Academy is not permitted. As a contractual partner of the Academy, the organizer is liable for all damages caused by the catering company.
- 20. The carrying of objects that could pose a danger to other persons, the inventory or the premises, as well as animals (with the exception of guide dogs "on duty") is not permitted in the Academy premises.
- 21. The organizer shall be liable for the proper storage of equipment and materials used by them or their agents on the occasion of the event. Any liability of the Academy for such equipment and materials is excluded.

- 22. If equipment or furnishings are borrowed from the Academy, the organizer shall be liable for any damage to property and persons that may result from their use.
- 23. The organizer undertakes to contact Florian Appelt, Event Management, (Tel.: 588 16-1306) no later than 14 working days before the start of the event. A violation of this provision shall be deemed a cancellation of the event by the organizer.
- 24. The elevator is dedicated as a passenger elevator and is therefore reserved for passenger transport. Transport of loads is contrary to its intended use. The organizer or persons or companies working at the event shall be liable for any damage. The determination of the damage as well as the resulting amount of damage shall be determined by the Academy. At the same time, the Academy reserves the right to permit or prohibit the use of the elevator on an individual basis. Loads must always be transported via the stairwell. The organizer is responsible for checking the suitability before concluding the contract. This does not entitle the customer to a reduction in rent. Damage shall be charged exclusively to the organizer.
- 25. All printed materials (invitations, posters, information, etc.) relating to an event on the Academy's premises must be sent to the Academy's Public Relations Office for review at least at least 2 (two) weeks before the start of the event. On all printed materials (invitations, posters, information, etc.) the correct designation for the so-called "Semperdepot" "Studio Building of the Academy of Fine Arts Vienna" must be used. In the event of non-compliance with this agreement, a no-fault penalty in the amount of 10 (ten) % of the usage fee shall be expressly agreed, which the Academy shall be entitled to offset against the deposit. In the case of an event for which no usage fee is claimed, a penalty of 1.000 Euro shall be deemed agreed for the event in question. The Academy shall have 3 (three) days in which to demand the correction of any errors in content. For the address information on the printed materials, the Academy points out that for events in the Studio Building, access is usually not via the porter's lodge (Lehargasse 8, Gate 1), but via the Prospekthof entrance (Lehargasse 8, Gate 2).
- 26. The Academy is entitled to terminate the agreement with immediate effect if the performance of the service to be provided by it has subsequently become impossible through no fault of the Academy or if the elimination of the reasons for the impossibility of performance would require disproportionately high expenditure. The organizer must be informed of the occurrence of such circumstances immediately. In this case, the organizer is not entitled to claim damages. Any advance payments made by the organizer must be refunded immediately.
- 27. Furthermore, the Academy shall be entitled to terminate the contract by registered letter with immediate effect in the following cases:
- · if composition or bankruptcy proceedings are instituted against the Organizer's assets;
- in the event of circumstances that make the proper organization of the event obviously impossible, provided that the organizer is responsible for these circumstances;
- if the organizer or organs attributable to them have intentionally acted to cause damage to the Academy. In particular by entering into agreements with other companies, which are contrary to common decency or the principles of fair competition and detrimental to the Academy;
- if the organizer promises or grants benefits that are contrary to common decency to the employees of the Academy who are involved in the event or its implementation in any way, or directly threatens or inflicts disadvantages.
- In the event of a justified immediate termination of the contract by the Academy, advance payments made by the organizer shall not be refunded. Further claims for damages remain unaffected.
- 28. The proper condition of the rooms, which is understood to mean the condition determined by consensus during the inspection of the rooms before the event, shall be restored within the contractually agreed period of time after the end of the event. Otherwise an amount of

6.000 Euro (in words: six thousand Euro) per day shall be charged. A restriction or extension of the time frame of 24 hours shall be valid only if made in writing by the Academy.

- 29. After the Academy has approved the organizer's application, the agreed usage fee and any agreed deposit shall be transferred to the following account after receipt of the invoice:

 Account no. 09643510200 at Bank Austria, BLZ 12000, IBAN: AT83 1100 0096 4351 0200,

 BIC: BKAUATWW in the name of Akademie der bildenden Künste Wien, stating the following purpose "Raumüberlassung" with the proviso that the amount is transferred no later than 5 (five) banking days before the start of the event. The agreed usage fee must be credited to the above account. Otherwise the event shall be deemed to have been canceled by the organizer. Additional costs will only be charged in the month following the event according to actual expenditure.
- 30. If the event is canceled for reasons for which the organizer is responsible, a cancellation fee depending on the agreed usage fee must be paid. This amounts to:

up to 3 months before the start of the event: 25%, up to 2 weeks before the start of the event: 50%, up to 1 week before the start of the event: 75%, at any later date until the end of the event. 100%

- 31. The Academy reserves the right to change prices. After conclusion of the contract, the agreed prices shall apply.
- 33. Austrian law shall apply exclusively to disputes arising from this agreement. The place of jurisdiction shall be the competent court in Vienna. This agreement is not subject to any verbal collateral agreements. All amendments and additions to this agreement must be made in writing and are an integral part of this agreement.