Rental conditions for corporate boxes in the Commerzbank-Arena at home matches of Eintracht Frankfurt

1. These rental conditions for corporate boxes apply to corporate boxes booked in the Commerzbank Arena for home matches of Eintracht Frankfurt.

2. The customer shall only be entitled, with the prior written consent of Eintracht Frankfurt, to sublet the corporate box or individual seat in the corporate box to third parties, to make changes to the corporate box and/or the corporate box facilities and/or to leave items in the corporate box.

3. Damaged or stolen corporate box furnishings or damage to the corporate box premises themselves shall be replaced by the customer insofar as he, his employees, customers and/or guests are responsible for this. Eintracht Frankfurt shall ensure that the box is made available to the customer for use two hours before the respective event in perfect condition as described in the contract. The customer must notify Eintracht Frankfurt of any complaints in this regard immediately, at the latest one hour before the start of the event. In the event of late complaints, it is assumed that the customer is responsible for the circumstance complained about, unless the customer was not identifiable at the time of handover.

4. Any liability on the part of Eintracht Frankfurt for items brought into and/or left in the loge is excluded, unless Eintracht Frankfurt or its legal representatives and/or vicarious agents have acted with intent or gross negligence or have breached a material contractual obligation through slight negligence. The liability of Eintracht Frankfurt for items brought into and/or left in the corporate box as a result of a slightly negligent breach of material contractual obligations is limited to a total value of € 1,000.00, - per claim, unless the damage is typical of the contract and/or foreseeable. Essential are such contractual obligations which enable the execution of the contract in the first place and on the fulfilment of which the contractual partner therefore relies and may rely.

5. For any damages of the customer in connection with the use of the VIP parking space, the limitations of liability pursuant to section 4. in favour of Eintracht Frankfurt shall apply with a maximum liability limit for damages resulting from a slightly negligent breach of material contractual obligations - unless such damages are contractually typical and/or foreseeable - of € 2,000.00, -. The customer is obliged to report such damage immediately before leaving the VIP car park. Parking the vehicle in the VIP car park is at the customer’s own risk. The VIP car park will not be monitored. Eintracht Frankfurt does not assume any duties of care.

6. Liability for personal injury shall remain unaffected by sections 4 and 5.

7. The customer is obliged to hand over the corporate box to Eintracht Frankfurt at the latest 2 hours after the end of the respective home game. Cleaning to the usual extent shall be carried out by and at the expense of Eintracht Frankfurt.

8. The rent as well as ancillary costs such as electricity, heat, water and cleaning are included in the contractually owed remuneration. The costs for catering services outside the Bundesliga home games of Eintracht Frankfurt will be charged separately to the customer by the caterer and borne by the customer.

9. The customer is obliged to bring the corporate box into the condition in which it was when it was handed over and to hand it over to Eintracht Frankfurt clean and tidy by 15 June of the last season covered by the contract at his own expense. If the aforementioned period expires without result and/or the aforementioned obligation is not fulfilled, Eintracht Frankfurt shall be entitled to substitute performance at the customer’s expense. In any case, Eintracht Frankfurt shall have the floor thoroughly cleaned and the walls and ceilings completely painted at the customer’s expense after the expiry of 15 June of the last year of the contract, unless this is not necessary according to the state of preservation. If, in individual cases, the floor, walls or ceiling of the booked corporate box have deteriorated as a result of use not in accordance with the contract, the customer shall bear the costs of remediing the deterioration and shall reimburse the costs after receipt of a corresponding invoice from Eintracht Frankfurt.

10. If these terms and conditions of hire and the corporate box contract concluded with the customer contradict each other, the corporate box contract shall take precedence.