



SPECIAL TERMS AND CONDITIONS FOR PRODUCTIONS

Work Situation

1. The Client must ensure and is responsible for a safe working environment, including necessary precautions; such as but not limited to, suitable space, crowd control, safe distance between people and flammable items, appropriate and functional fire extinguishers, protection against weather conditions.
2. The Client is responsible for applying for, obtaining, and possessing the required permits for the execution of the Agreement. The Client is also responsible for complying with the obligations, restrictions, and guidelines stated therein. The Client indemnifies EQS Pro-Rent against claims or fines from third parties resulting from the lack of a required permit or non-compliance with the obligations, restrictions, or guidelines stated in a permit. EQS Pro-Rent will charge all incurred costs (legal, administrative, moral, and material damage) due to noise nuisance to the Client.
3. The Client ensures that loading and unloading areas are easily accessible for the EQS Pro-Rent (freight) trucks and located in the immediate vicinity of the stage (max. 30 meters). If the stage is more remote or difficult to access via stairs, elevators, or obstacles (equipment must be able to be rolled into place on its own wheels), the Client must immediately notify our company so that additional (technical) personnel can be provided. If necessary, a parking permit from the local police must be available for both loading/unloading and during the show. Any costs resulting from poor compliance with these points will be borne by the organizer. If the parking space during the performance is different from the loading/unloading area, there must always be a clear passage to and from the parking space (so that our company's truck can freely reach the loading/unloading area). If EQS Pro-Rent personnel are delayed due to this, the organizer will be charged a fee of 50 euros/hour.
4. The venue, stage, or tent must be available for our company's technical personnel before the start and after the event. During this period, no audience or unauthorized persons are allowed. The venue or tent must be heated to at least 15°C upon arrival of the technical personnel and must remain so until after the dismantling.
5. The Client is responsible for the safety of equipment and personnel. Stage, mixing area, and storage areas must provide sufficient protection against all possible damage, theft, and particularly water damage during outdoor performances. The Client ensures a covered stage, a covered mixing area, and possibly large plastic covers to hang over the sound boxes in bad weather. The Client will pay for all incurred damage, including that caused by the audience or artists during the show, setup, and dismantling. The Client must be insured for this. The Client ensures an efficient and well-organized security service.
6. The FOH, the area where the sound, light mixing desk, and other equipment are placed, is located approximately in the middle and perpendicular to the stage and at large outdoor performances no more than 40 meters from the stage. The size is at least 4m x 4m and it stands a maximum of 15cm above the audience. This entire area must be enclosed with barriers (this is not required for private events).
7. The Monitor, the area where the stage management is placed, is either left or right next to or on the stage. From this area, there must be a good visual overview of the stage. The size is at least 8 m².
8. The Client provides power supplies as described below. This is exclusively for EQS Pro-Rent. No other installations may be connected (e.g., refrigerators, tap installations, house lights, heating, etc.). Incorrect or faulty connections and poor power supplies can cause permanent damage to the installation, which the organizer must pay for. Therefore, have this section read by a professional. The network must comply with the international standard IEC 364 (for Belgium AREI). Our company is not responsible for: consequences arising from an IT network with distributed Neutral conductor; consequences of extreme factors in abnormal circumstances (external influences); consequences of a faulty grounding installation; consequences of too high a short-circuit power. Any local re-inspections by or requested by the organizer or venue owner are entirely at the Client's expense.

(Non-)Permitted Use

9. The Client is obliged to obtain prior written consent from EQS Pro-Rent for any use that deviates from the normal conditions under which the provided and/or rented items/equipment are used, and which use could lead to destruction, loss, or damage of items, nuisance, personal injury, or death. If no permission is requested or obtained, our company is entitled to suspend the (further) provision of the relevant service immediately until acceptable use is guaranteed to EQS Pro-Rent. This right also applies if, after permission is granted, it turns out that the use is still deemed irresponsible in the specific situation.
10. EQS Pro-Rent may make its consent as mentioned in point 9 dependent on the Client's agreement to have our company take out an incidental (additional) insurance policy at the Client's expense on top of the standard insurance taken out by our company.
11. Our company is free to refuse the consent mentioned in point 9. A refusal does not entitle the Client to compensation and/or dissolution of the Agreement, reduction of the agreed fee, or any other measure.
12. Even after permission is granted by EQS Pro-Rent, the Client remains solely responsible for the use of the relevant facility(ies) and bears the risk in this regard. The Client is liable to both our company and third parties for loss, damage, nuisance, injury, or death caused by or in connection with a use as mentioned in point 9, which is not or not fully covered by insurance, and indemnifies our company in this regard.

Technical Equipment

13. The Client is not allowed to use technical equipment provided and/or rented out by EQS Pro-Rent for any other purpose than that for which it was provided, to rent it out to third parties, to lend it out for free, to pledge it, or otherwise to encumber or alienate it. In case of violation of this prohibition, our company is

entitled to terminate the Agreement immediately without any notice of default or judicial intervention and to take back the provided equipment. The Client hereby grants our company the authority to enter its buildings and premises. The Client will use the equipment as a good housekeeper and return it to EQS Pro-Rent at the end of the Agreement in the same condition in which it was received.

14. If third parties assert rights on the provided and/or rented technical equipment, including attachment, the Client is obliged to inform our company immediately in writing of these claims.

Technical Personnel

15. The Client is not authorized to have the personnel members provided by EQS Pro-Rent perform other tasks than those for which they were provided. The Client is not authorized to have these personnel members work at times and places other than agreed upon.
16. The Client is not authorized to make the personnel members provided to it available to third parties.
17. The Client is obliged to insure and keep insured its liability under Articles 6:170 and 6:171 of the Dutch Civil Code concerning personnel members provided for the period that personnel is provided by our company.
18. The Client provides sufficient nutritious meals for the technical personnel of EQS Pro-Rent during the setup, execution, and dismantling of the assignment.
19. The Client provides unlimited drinks to the technical personnel of our company during the setup, execution, and dismantling of the assignment. The Client appoints a responsible person to regularly offer drinks.

Arbitration

Any dispute will be settled by the Arbitration Court designated by the Institute for Arbitration (www.euro-arbitration.org), according to the SDR (Standard Dispute Rules) arbitration regulations. This provision replaces all conflicting jurisdiction clauses. This agreement is governed by Belgian law.