



## General terms and conditions for Logomo 2021

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# 1. FACILITY RESERVATION AND AGREEMENT PROCEDURE

## 1.1. Logomo facility reservation and confirmation

A preliminary facility reservation can be made between the event organiser (hereinafter Orderer) and Logomo Oy for a fixed period of time without requiring a commitment. The preliminary reservation can be made by phone or email.

The preliminary reservation is confirmed by means of an offer sent by Logomo either by email or otherwise in writing (hereinafter Offer). When the Orderer has confirmed the offer by signing a written reservation agreement (hereinafter Confirmation), the terms relating to cancellation as well as the other contractual terms and conditions stated below shall enter into force. Once the Agreement has been signed, the Orderer shall receive an invoice, and the reservation and deposit fees must be paid by the due date stated on the invoice. If the reservation or deposit fees are not paid by the due date, the reservation and offer will no longer be considered valid. The deposit fee will not be refunded if the event is cancelled or the date of the event is changed after the Confirmation.

## 1.2. Agreement

The Agreement shall include the Orderer's invoicing and other contact information, the facilities to be rented, the dates and known schedules for the event, any necessary services required for the event as well as the deposit fee and its due dates (hereinafter Agreement). Any possible changes to the Agreement can only be negotiated and agreed on by the representative of the Orderer named in the Agreement.

The Agreement must be signed by both parties. The Agreement is bilateral and cannot be assigned to a third party with Logomo's consent.

Any changes or additions to the Agreement must be made in writing or approved via email by both parties. Any handwritten changes or additions to the Agreement, which are added after the Agreement has been signed, are considered null and void. All changes must be sent in writing or by email to Logomo's contact person or the Logomo venue manager assigned to the event, and the changes must be undersigned or approved via email by both parties.

## 1.3. Terms of cancellation

If the Orderer cancels a confirmed Offer, the Orderer will be liable to pay a cancellation fee (hereinafter Cancellation fee) as follows:

- Cancellation of event or postponement with Logomo's consent more than 90 days before the first day of the event: 50% of the total facility rental price (the deposit). If an event is postponed, Logomo will charge the Orderer an additional arrangement fee of 500 euro + the valid VAT.
- Cancellation of the event 30–90 days before the first day of the event: 100% of the total facility rental price. It is not possible to postpone an event 90 days or less before its scheduled date.
- Cancellation of the event less than 30 days before the first day of the event: 100% of the total price (including facility rental, personnel and other service fee).

If the Orderer is forced to cancel the event due to a compelling official provision concerning gatherings or public events (pandemic) or a force majeure (force majeure for an Orderer: riot, war, strike, boycott, lockout), Logomo will not charge any fees from the Orderer and Logomo will not be obligated to perform any services related to the event. To be clear, if a COVID-19 passport or other similar certificate is required to be presented

for entry to the event, this is not a valid reason for the cancellation of an event. Furthermore, Logomo always complies with the official provisions and restrictions on gatherings, and every event organised in Logomo can be cancelled if the event does not comply with the valid official provisions, health and gathering restrictions and other constraints as specified by law or decree.

If the Orderer cancels a confirmed reservation during a period of pandemic, but the official provision has not yet entered into force by the agreed date of the event stated in the Agreement, the Orderer is obliged to pay the cancellation fee.

#### 1.4. Order of validity of the documents

Written Agreement  
Facility reservation confirmation in writing  
Offer or calculated estimated costs

#### 1.5. VAT

The valid VAT (value added tax) is added to all Logomo prices.

## 2. RESPONSIBILITIES OF THE ORDERER

#### 2.1. Production and overall event responsibility

The Orderer is always responsible for event production (including event insurance, marketing, ticket sales and artist arrangements), is liable for any damages or loss to Logomo and third parties, and bears the overall responsibility for the event.

#### 2.2. Facility and furnishings

The Orderer is responsible for protecting the rented facility space and furnishings therein from being damaged. The Orderer is liable for all damages to Logomo's fixed or movable property or image caused by the Orderer's personnel (own/subcontracted) or any persons attending the event. Any temporary structures can only be built, assembled or attached upon Logomo's approval and supervision. Logomo will charge a separate fee for any furnishing or rearrangement services.

The Orderer is responsible for ensuring that emergency vehicles have access to exit doors and routes.

#### 2.3. Security and access control

The Orderer shall agree with Logomo in advance, or no later than the signing of this Agreement, on the arrangement of security services (guards, coat check services and traffic control). Events held in Logomo must always have the required number of security and first aid personnel as stated in Logomo's security plan. Security services are provided by Logomo's own co-operative partners. If, however, the Orderer wishes to bring additional event or security personnel, they will be subordinates to Logomo's own security management. Any supplements to the security plan must always be agreed on in advance with Logomo's Security Manager.

Logomo's Security Manager is responsible for handling additional inquiries concerning security and safety.

Logomo's Security Manager will submit a public event notification regarding the event to the police.

The Orderer is responsible for ensuring that no outsiders will be able to access Logomo's facilities. The Orderer is responsible for all persons present in the facility during the set-up and term of the rental. The Orderer is obligated to commission and pay any separate personnel required for the event (e.g., ticket checkers at the doors, stage and backstage security guards required by the artist, etc.).

In case of accidents or disturbances, the head of security at Logomo will make the decision to possibly discontinue an event or evacuate the premises.

## 2.4. Cleaning

General cleaning of the facility prior to and after the event is included in the rental fee. The Orderer is responsible for the event set-up cleaning and decoration, and any cleaning resulting from the Orderer's actions or those of the event audience, and these shall be always be agreed in advance, and the services will be invoiced in connection with the final invoice in accordance with the valid price list. The cleaning of bodily fluids will always be separately invoiced from the Orderer after each event in accordance with the valid price list.

## 2.5. Technical equipment

Any technical equipment that is already installed at Logomo is included in the rental fee. Possible changes to Logomo's technical equipment will be invoiced from the Orderer.

The use of the rigging points in Logomo's facilities must be agreed in advance with Logomo. The Orderer must check the maximum loads of each point from a venue-specific map, which also shows the location of each point. The Orderer must submit a rigging plan by email in advance to Logomo's production personnel at [tuotanto@logomo.fi](mailto:tuotanto@logomo.fi). Only equipment installers that have been authorised by Logomo will be allowed to install rigging points and attach the necessary chain hoists or cable winches in Logomo. The lifting and hoisting equipment used for all rigging work must be at least D8+ classification.

The electricity available in the event facility is at the disposal of the Orderer and the Orderer agrees to procure, at their own expense, any necessary additional distribution boards and, if required, additional power and an on-call electrician. The Orderer is responsible for the electricity consumption and will be issued a separate invoice accordingly.

The Logomo and Teatro venues cannot be rented without Logomo's technical personnel.

## 2.6. Signage

The Orderer shall handle the placing and affixing of any possible additional signage related to the event in accordance with instructions provided by Logomo.

## 2.7. Insurance

The Orderer is responsible for obtaining liability insurance and other similar insurances for the term of the rental unless otherwise specified in writing.

The liability insurance or Orderer shall cover at least the following:

- Injury or damage caused to the participants, audience or personnel of the Orderer or to possible volunteer

workers

- Injury or damage caused by participants, the event audience or personnel of the Orderer
- Damage to Logomo's movable or fixed property, including the theft of or damage to the property of private persons

The Orderer undertakes to send a liability insurance certificate valid for the duration of the event to Logomo's production services (tuotanto@logomo.fi) no later than the 15th day of the month preceding the month of the event or, as preferred, as an attachment to the signed Agreement.

## 2.8. Permits and licenses

Logomo's approval and official permits or licenses are always necessary for the lighting of open fires or use of pyrotechnics, and must be executed in accordance with the law and requirements of the relevant authorities.

The Orderer is responsible for any Teosto and Gramex fees as well as other possible permits and costs arising for music that will be played during the event.

Logomo has a valid rescue plan. The rescue plan is available at <https://logomo.fi/en/information/safety>.

## 2.9. Personnel arrangements

The event shall be manned by the number of customer service personnel (coat check personnel, doormen, security personnel, technical personnel, etc.) specified by Logomo. The Orderer must agree on the personnel arrangements with Logomo at least 21 days prior to the event. The Orderer will be invoiced for the personnel services of Logomo and its subcontractors as stated in the Agreement.

## 2.10. Logomo's own personnel

The Orderer must ensure compliance with any instructions issued by Logomo personnel. Logomo's event supervisor is not obligated to participate in cleaning, security or other activities related to the event.

When using the technical equipment owned by Logomo, at least one of Logomo's own device operators or instructors must be present.

Logomo representatives have the right, if desired, to access any facility space rented by the Orderer.

## 2.11. Personnel of the Orderer

Logomo is not liable for any damage or injury caused by the Orderer's own or subcontracted personnel. The Orderer's personnel must use the identifier tags approved by Logomo and they must be clearly visible when moving about in Logomo.

## 2.12. PR and marketing

The Orderer is responsible for communications related to their event. Any communications must mention the name of the event, the organiser responsible for the event, the ticket price, ticket sales contact information as well as the event venue, date and time. The Orderer shall inform about cancellations and/or schedule changes in an appropriate manner and, in the case of last-minute cancellations, provide the event audience with proper instructions and guidance.

The Orderer commits to using Logomo's name and logo in all communications and advertising related to the Orderer's event and use of Logomo's facilities. The Orderer can request high-resolution logos from Logomo [by email](mailto:myynti@logomo.fi) addressed to myynti@logomo.fi.

Logomo reserves the right to prohibit advertising that violates the instructions, the law or good practice, or which Logomo otherwise deems as inappropriate. Logomo reserves the right to use the event in its own marketing materials.

Logomo maintains an event calendar on its website. If the Orderer wishes their event to appear on Logomo's website, the Orderer must send an email to [info@logomo.fi](mailto:info@logomo.fi) and include the text and a related marketing photo (2000x1125px) for the event. Logomo will endeavour to include event information in its own marketing materials as applicable.

### 3. EVENT SERVICES

#### 3.1. Restaurant services

All catering for the event must be agreed on and arranged through co-operation with Logomo. Logomo has the exclusive right to food, drinks and alcohol at the event.

#### 3.2. Coat check

The Orderer must agree on coat check arrangements with Logomo in advance. Logomo handles all coat check services within its facilities. Supervised coat check services are necessary for the Teatro and Logomo venues.

#### 3.3. Tickets

Prior to initiating ticket sales, the Orderer must deliver the signed Agreement to the Logomo contact person. The Orderer is responsible for arranging advance sales of any tickets to the event. With the exception of conferences, training and meetings, the Orderer shall use the ticket sales system of Logomo's co-operative partner.

The Orderer must sign a ticket sales agreement directly with Logomo's co-operative partner, or in separately agreed exceptional situations (association, schools), the Orderer can sell the tickets independently (not electronically). The sale of the Orderer's own tickets is, however, only permitted upon separate agreement with Logomo and if permitted by the nature of the event in question. Prior to the initiation of ticket sales, the Orderer must confirm the seating chart and shape of the event venue with Logomo. If the Orderer produces the tickets for the event, the Orderer must submit them so that Logomo's contact person can check and confirm the details (seating details, etc.).

On the day of the event, the Orderer has the right to initiate the sale of tickets at Logomo's ticket sales point one (1) hour before the beginning of the event. Ticket sales shall be separately agreed directly with Logomo's ticket sales partner. If the Orderer has a ticket sales agreement with Logomo's ticket sales partner, it is also possible for the tickets to be purchased from Logomo's restaurants on or before the date of the event.

For public events, the Orderer shall reserve ten (10) free tickets/event for Logomo's use and deliver them to Logomo immediately following the initiation of ticket sales. If the seating at the Orderer's event is numbered, a total of ten (10) specific seats in the lower-level seating area shall be allocated for Logomo's own use.

The Orderer shall submit the event handbill to Logomo's office immediately after they are printed. The Orderer

shall inform Logomo of the pricing for the handbills and sales arrangement details well in advance. Logomo reserves the right to check and approve the handbills in advance. Dance schools, for example, can sell handbills at the dance studio that will serve as admission tickets to the show. This must also be agreed on in advance with the Logomo contact person.

### 3.4. Merchandise

Any merchandise sales and sales arrangements in connection with an event must be agreed in advance with Logomo.

### 3.5. Smoking

Smoking is prohibited inside Logomo's facilities. Smoking is permitted in the specifically marked areas outside of Logomo's facilities.

## 4. OTHER TERMS AND CONDITIONS

### 4.1. Confidentiality

Logomo may not disclose the artist or production information related to an event until the event has been made public.

### 4.2. Logomo's indemnity and limitation of liability

Logomo is not liable for possible restrictions or deficiencies in the delivery of electricity, heat, air conditioning, water or data communications, if they are caused by reasons beyond the control of Logomo.

Logomo is also not liable for any possible restriction, deficiency or event cancellation resulting from a force majeure as stated in section 4.5.

Logomo is not liable for any direct or indirect damages. This limitation of liability does not apply to damage that Logomo has brought about intentionally or through gross negligence.

Logomo shall not be liable for any damage caused by the loss or damage to property of the Orderer's employees, subcontractors of the Orderer or the public, nor for any personal damage caused to them, but this shall be the responsibility of the Orderer.

In all situations, any possible compensation to be paid by Logomo on the basis of this Agreement to the Orderer, their personnel, volunteers or the event as a whole shall not exceed the amount of the rental fee stated in the Agreement.

### 4.3. Entire Agreement

The contractual agreement defines the terms and conditions in this Agreement along with the shared understanding of both parties with regard to their mutual relationship, and it replaces all other prior oral and written agreements between the parties. Any changes to the Agreement must be drafted in writing and authorised representatives of both contractual parties must confirm the changes by email.

#### 4.4. Resolution of disputes and applicable law

Any disputes arising from this Agreement shall be primarily solved through negotiations between the parties. If the parties cannot settle their dispute through negotiations, the matter shall be settled, as the first instance, in Finnish in the District Court of Southwest Finland. This Agreement is governed by Finnish law.

#### 4.5. Force majeure

Logomo shall not be deemed to be in breach of this Agreement if the failure to comply with the terms and conditions or event cancellation is beyond Logomo's reasonable control and was not caused by Logomo's own actions or negligence. Such reasons include but are not limited to storms, floods, other natural phenomena, pandemics, epidemics, fires, explosions, riots, wars, strikes, boycotts, lockouts, public transportation disturbances, energy network disturbances, technical problems, property structural problems and labour shortages.