

# GENERAL TERMS AND CONDITIONS

## For the lease of the facilities, equipment, and services in Harpa Concert Hall and Conference Centre

### 1. CONTRACT DOCUMENTS AND TERMS AND CONDITIONS

- 1.1. These terms and conditions are an integral part of the lease agreement between the lessee and the lessor, Harpa Reykjavík Concert Hall and Conference Centre ohf., ID No. 660805-1250, and apply to the lease of facilities, equipment and services in Harpa Reykjavík Concert Hall and Conference Centre ("Harpa" or "lessor"), and the substance of these terms and conditions is considered to be the substance of the lease agreement.
- 1.2. Special provisions in the lease agreement that contain the same material as particular provisions, one or more in these terms, shall supersede these terms.

### 2. COMMUNICATIONS BETWEEN THE PARTIES

- 2.1. If, in the opinion of the lessor, the scope of the event so demands, the lessee must appoint a supervisor for the event to represent the lessee with respect to the lessor. The supervisor will be the only party authorised to bind the lessee. The lessor appoints a responsible party to whom the lessee must send notifications and have communications.
- 2.2. All changes, deviations or additions to the lease agreement and these general terms must be in writing and approved and signed by the lessor. As regards the arrangement and further organisation of the event to which the lease agreement applies, more recent instructions and information replaces older information as regards the event in question.

### 3. FACILITIES, EQUIPMENT ARRANGEMENT, EQUIPMENT DELIVERY AND SERVICES PURSUANT TO THE AGREEMENT

- 3.1. Obligations as to what facilities, equipment and services are included in the lease agreement are listed in the lease agreement and its annexes. If the lessee requires services or facilities in excess of that specified in the lease agreement or its annexes, a separate agreement must be made thereto and paid accordance with the lessor's charges as current each time. Requests for such services must be made in writing.

- 3.2. The lessee agrees to pay separately for the use of devices and equipment delivered by the lessor to the lessee which are not listed in the lease agreement according to Article 3.1. Payment for the use of devices and equipment is in accordance with the lessor's charges. The lessee pays for the use of devices and equipment on the settlement of the agreement between the parties according to the lessor's charges.

#### **4. THE CONDITION OF THE LEASED PROPERTY, USE OF LEASED PREMISES, ASSIGNMENT, ETC.**

- 4.1. The leased property must be in a condition generally considered acceptable based on the intended use. The lessee may request an inspection of the leased property before and after an event in order to record the condition of the leased property. If the lessee has made written complaint on the condition of the leased property within 24 hours from delivery, the leased property is considered to be delivered in acceptable condition.
- 4.2. The lessee is under obligation to exercise due care with the leased premises and in accordance with its negotiated use. The lessee may not use the leased property in a manner other than agreed in the lease agreement. The lessee and his employees must treat other users of the premises with respect and consideration.
- 4.3. The lessee may neither assign nor mortgage any rights and obligations pursuant to the lease agreement except with the written approval of the lessor.
- 4.4. The lessor is entitled, whenever he deems necessary, to access the leased property for supervisory purposes and other incidents, including to ensure the performance of the lease agreement.

#### **5. USE AND SAFEKEEPING OF EQUIPMENT**

- 5.1. The lessor leases to the lessee all technical equipment for an event unless otherwise negotiated. If it becomes necessary to lease equipment from outside Harpa for the event, this must be done through the lessor.
- 5.2. The lessee is entitled to bring his own lighting and sound system, if the equipment meets the requirements of the lessor's safety and technical standards. The lessee shall obtain prior consent of the lessor. All cost, work and fees for the dismount, installation and readjustment of the lessor's lighting and sound equipment shall be paid by the lessee. The lessee shall pay all cost, work and fees for installation and dismount of the lessee's sound and lighting equipment. Monitoring the sound system shall be supervised by the lessor and is subject to his approval.
- 5.3. The lessee is responsible for the devices and equipment and any loss or damages that he may cause during the time the lessee has use of the devices and equipment that the lessor has leased to him. The equipment is considered the responsibility of the lessee from the time that he accepts

delivery of the facilities.

- 5.4. The lessee must ensure and take responsibility for ensuring that technical equipment neither disrupts nor damages the building's electrical system or other equipment in the premises. The lessor may have technical equipment removed at the expense of the lessee, provided that the lessor proves that such technical equipment can disrupt or damage the building's electrical systems.
- 5.5. The lessee is responsible for devices, equipment and items that the lessee, employees or others operating on behalf of the lessee bring into the building.
- 5.6. Before installing a stage set, the lessee must submit the scope and type of set to the lessor for approval at least 10 days prior to an event. The design, make, installation and use of set is the sole responsibility of the lessee. The lessee shall remove the set at his own expense unless otherwise negotiated according to the schedule determined by the lessor for each project. In the event of any delay extending past the schedule, the lessee must pay costs and rent in accordance with the ratelist of the lessor.

## **6. CATERING AND OTHER SERVICES**

- 6.1. Catering services in Harpa are in the hands of licence holders who, in accordance with an agreement with the lessor, have exclusive rights for catering services on the premises. Sale of catering services in connection with events organised by the lessee is in the hands of the above licence holders. The lessee and parties acting on his behalf may not bring food and beverages into the building or distribute or offer such food and beverages free of charge or in exchange for payment.
- 6.2. The lessee must place orders for catering services from the project manager in connection with an event. Refreshments must be ordered no later than fourteen (14) days prior to the event, unless otherwise agreed.
- 6.3. The sale of goods, services and souvenirs is in the hands of licence holders who, in accordance with an agreement with the lessor, have exclusive rights for the said sales on the premises. The lessee and parties operating on his behalf may not sell the above goods and services directly. An agreement must be reached with the licence holder for the sale of such goods and services.
- 6.4. The lessee may not sell music, souvenirs and goods relating to a music event held by the lessee unless the lessor and lessee have specifically negotiated such sale. The lessee may request authorisation to sell the aforesaid goods. The lease agreement must specify the type of goods and services the sales authorisation covers as well as the fee that the lessee pays to the lessor in relation to such sales operations.

## **7. LESSOR'S EMPLOYEES**

- 7.1. The lessor only leases his facilities, equipment and services with specially trained employees. The lessee's payments for additional staff are specified in the agreement between the parties. When the services of Harpa employees are not included in the lease price, payment for such services is in accordance with the rate list and as needed in each case.
- 7.2. The lessor will estimate, in accordance with the circumstances of the lessee each time, the minimum number of staff needed for an event, taking into account the leased facilities, the equipment leased, and the services requested by the lessee. Account is also taken of the number of sold tickets. In the above estimate, the lessor also takes account of the provisions contained in laws and regulations as regards requirements.

## **8. CLOAK ROOMS**

- 8.1. Included in the rent is access to open cloak rooms for events, unless otherwise specified in the lease agreement. Staff and services in connection with the cloak room are not included in the rent.
- 8.2. If the lessee requests staff in the cloak rooms, he must do so specifically and pay for such staff in accordance with the lessor's rate list. The lessee is responsible for clothing or other articles that the lessee, guests or others store in the cloak rooms.

## **9. OPENING HOURS**

- 9.1. The building is generally open between 08:00 and 24:00 for events. The lessee, his employees and other parties operating on his behalf must exit the leased premises no later than 2 hours after the end of an event and no later than 24:00 (midnight) unless otherwise agreed with the lessor's event manager.

## **10. TICKET SALES**

- 10.1. The lessee undertakes to use the ticket sales system of the lessor and the ticket sale locations, including websites the lessor uses in his operation and websites that the partners of the lessor use for selling tickets. The lessee must pay the costs and a fee for ticket sales in accordance with the lessor's rate list.
- 10.2. Decisions on ticket prices for events are entirely in the hands of the lessee. Income from ticket sales is the property of the lessee, and he bears sole responsibility with respect to the public as regards the sale of tickets. The lessee must provide the lessor with the information that must be displayed in the ticket sales system when the tickets are sold no later than 10 days before the tickets to an event are made available for purchase.
- 10.3. In the event that an event is not held, is cancelled or lessee decides not to

hold the event for some reason, lessee must notify lessor in writing of such circumstance as soon as the lessee becomes aware of such cancellation of the event. If events or circumstances are such that the lessor is of the opinion that there is a substantial likelihood that an event will be cancelled, the lessor may direct notification to the lessee that he must make the decision to cancel the event. If an event is cancelled, the lessee is wholly responsible for all announcements thereto as well as for notifying ticket holders and others of the cancellation of the event. The lessee is responsible for all costs that have been incurred as regards ticket sales. If a decision has been made by the lessee or the lessor to cancel an event, the lessor will immediately refund paid tickets to ticket purchasers and will make the decision on the arrangements and execution of refunding tickets. The lessee is responsible for and pays the costs resulting from the refund.

- 10.4. The lessee grants the ticket sales entities and the lessor authorisation to collect a separate fee from ticket purchasers who request special services in connection with ticket purchases, such as delivery of tickets by post. Fees for services are in accordance with the rate list of the lessor.
- 10.5. If the lessee receives complimentary tickets for his own use, the number of such tickets is limited to a maximum of 10% of the available tickets, unless otherwise agreed. A fee is collected from complimentary tickets according to the rate list of the lessor.
- 10.6. The lessee grants the lessor authorisation to hold back an amount equivalent to all the ticket sales to an event pursuant to this agreement until all costs, fees and charges have been paid. The amount must be used to pay all claims and costs incurred due to the agreement between the lessee and the lessor until such time as a final settlement has been reached between them. In addition, the lessor is authorised to hold back an amount equivalent to the STEF fees (fees payable to the Performing Rights Society of Iceland). The lessor may, furthermore, withhold the amount of the agreed rent together with a 10% margin until final settlement has taken place on the 10<sup>th</sup> to 15<sup>th</sup> date of the month for the preceding credit card period after the end of the event.

## **11. EVENT ADVERTISING**

- 11.1. For events open to the public, and if not otherwise agreed, the lessor will place information on the event on Harpa's website. Advertisements issued by the lessor in excess of the above must be paid separately by the lessee.
- 11.2. The lessor is responsible for setting up hall signs on the day of the event.
- 11.3. The lessee must provide information such as trademarks, text and images, if appropriate, to the events manager in computer friendly format, no later than 60 days before the event.
- 11.4. The lessee undertakes, with respect to both the lessor and the lessor's partners, that the information and other material, such as photographs, that he delivers to the lessor and his partners does not violate the rights of any

third party, including intellectual property rights, and that he is authorised to use the material for the purpose of advertising an event. Lessee undertakes to indemnify and hold harmless the lessor and his partners against any claims made by a third party that may arise in connection with the above.

- 11.5. If the lessor so requests, the lessee must submit for approval a draft version of material or copies of photographs, drawings or diagrams relating to the event or to Harpa that the lessee intends to use in connection with the advertising of the event.
- 11.6. The lessee will be granted, if he so requests, authorisation to use a photograph, one or more, of Harpa, of the interior and the exterior, provided to him by the lessor, for the purpose of advertising the event. The lessee's use of other photographs or drawings of Harpa are the sole responsibility of the lessee. The lessee shall use the logo/trademark of Harpa, provided to him by the lessor, in presentational material before an event.
- 11.7. All use of images of Harpa and the use of the logo/trademark of Harpa is subject to the presentation and use being in accordance with the lessor's policies on the image and presentation of Harpa. The lessee undertakes to fully comply with the lessor's instructions in this respect.

## **12. PUBLIC LICENCES AND TAXES ON ARTISTS**

- 12.1. The lessee is responsible for paying STEF and performance fees as well as payments to the right holder in question for the use of images or logos that the lessee uses for marketing events in Harpa.
- 12.2. The lessee is responsible for obtaining all permits, such as permits from public authorities, the Chief of Police, employment and residence permits, that are necessary to hold the event.
- 12.3. In cases where the lessor is responsible for collecting taxes and fees from artists living outside Iceland, including collecting and paying the income taxes of artists with limited tax liability, the lessee grants the lessor authorisation to hold back an amount from the gross income from ticket sales equivalent to the tax liability and payment obligation of such persons until confirmation is received from the tax authorities that the payment of taxes and fees has taken place. The lessee agrees to provide such information within seven days of the event taking place. The lessee undertakes to inform artists for whom he is responsible about the above obligation to pay taxes and fees.
- 12.4. The lessee is responsible for obtaining the necessary permits and authorisation from the rightsholders of the pieces that the lessee or a party operating on his behalf will perform and/or show in the leased facility.

## **13. MAXIMUM NUMBER OF PERSONS IN THE LEASED FACILITY**

- 13.1. The lessee must, in all respects, comply with the instructions of the lessor and others, e.g., parties responsible for fire prevention, as regards the maximum number of persons allowed in the leased facility at the same time.

- 13.2. If the lessee alters the arrangement of the leased hall, with the permission of the lessor, the lessee must and is responsible for obtaining an evaluation, including in consultation with parties responsible for fire prevention, as to whether the maximum number of persons allowed in the leased facility at the same time should be changed.
- 13.3. The lessor may expel the number of persons exceeding the maximum number from the premises if necessary.
- 13.4. The lessee is wholly responsible if he sells a greater number of tickets to the hall than the permissible maximum number and is solely responsible for refunding tickets to guests or other loss or damages that may ensue.

#### **14. CONDUCT AND USE OF PREMISES**

- 14.1. The lessee and parties operating on his behalf must conduct themselves properly in Harpa's premises so that facilities are always maintained in a clean, neat and safe condition.
- 14.2. The lessee must ensure that nothing is affixed, blotted, scratched, dirtied, painted or built onto the building itself, its interior fittings or facilities.
- 14.3. The lessee is responsible for ensuring that no items for which he is responsible hinder access to emergency exits or stairs or obstruct signs indicating emergency exits. The lessor may remove, at the expense of the lessee, equipment or other items for which the lessee is responsible that hinder access to emergency exits or stairs or obstruct signs indicating emergency exits.
- 14.4. General lighting, cost of heating and normal electricity costs based on the intended use by the lessee and normal cleaning operations are included in the rent. The lessee agrees to pay the lessor any cleaning, heating or electricity costs substantially in excess of what may be considered reasonable based on the lessee's use of the leased facility.
- 14.5. Cleaning services are not included in the case of specialist exhibitions, e.g. exhibition areas, or other comparable events.
- 14.6. The employees of the lessor are responsible for the management of the building's technical equipment and devices. The lessee, his staff and others operating on his behalf, may not control, adjust, handle, move or remove technical equipment in halls or on stages.
- 14.7. The lessee, artists and the audience are under obligation to comply with the lessor's rules and to follow the instructions of lessor's employees. The lessee, artists and the audience may not bring food and/or beverages into the building without prior approval of the lessor. Smoking is forbidden inside the building and near its entrances. The handling of open fire is forbidden at all times.
- 14.8. The lessee will have access to unloading areas and parking spaces for trucks in accordance with the lessor's instructions. The lessee may not store devices, equipment or other items in the unloading areas for longer or shorter

periods. The lessor does not provide reserved or free parking spaces for the private vehicle(s) of the lessee or artists within the lessor's area.

- 14.9. The lessee is responsible for any children who are with him or children who are with guests who enter the premises. The lessee must inform everyone that children must always be accompanied by adults and that they are the adults' responsibility. Animals are not permitted in the building, except for specifically approved and trained guide dogs, in which case they are the responsibility of their owners.

## **15. SAFETY ISSUES**

- 15.1. The lessor requires that all those who work in the building for longer or shorter periods carry security identification issued by the lessor or the lessee with the approval of the lessor. Lessee and parties operating on his behalf are under obligation to comply with all the security rules in effect in Harpa as current. The lessor may refuse access to persons operating on the lessee's behalf or may expel such persons from the building if they do not follow the rules in effect. The lessor may also deny permission to bring equipment into the building or may have equipment removed at the lessee's expense if the rules in effect are not followed. The cost of the issue of security identification is paid by the lessee according to the rate list of the lessor.
- 15.2. The lessee agrees that the lessor has authorisation to refuse to issue or approve the issue of security identification to parties and to withdraw already issued security identification.
- 15.3. The lessor is authorised to execute a search of the facilities, equipment, containers, lockers and the facilities operated by the lessee if considered necessary, irrespective of whether such search relates to an event held by the lessee or an event held by another entity.

## **16. FILMS, PHOTOGRAPHS, RADIO AND TELEVISION RECORDINGS**

- 16.1. No films, videos or photographs may be taken in Harpa except with the written approval of the lessor.
- 16.2. The lessee must notify the lessor in writing of the title and content of films or videos to be shown in the building no later than 30 days before the beginning of the lease period. Lessor reserves the right to prohibit the showing of films, videos or images if their content or appearance is offensive or is inappropriate in some manner in the opinion of the lessor.
- 16.3. Radio and/or television recordings may only be carried out in accordance with a separate agreement with the lessor.

## **17. TERMINATION AND RETURN**

- 17.1. The lessee must return the leased premises immediately at the end of the

lease period in the same condition as at the beginning of the period. The lessee must, among other things, ensure, no later than at the end of the lease period, that halls are clean and free of rubbish and must remove from the building whatsoever may have been brought into the building in connection with the event, other than such items as may have been brought in by the lessor.

- 17.2. If the leased premises or their chattels suffer loss or damage caused by the lessee, his employees or others that he has permitted access to the premises, the lessee must embark on measures to remedy such loss or damage as soon as possible. If the lessee fails to fulfil this obligation, the lessor may have repairs and/or cleaning operations performed at the expense of the lessee.

## **18. PAYMENTS**

- 18.1. The amount of payments for the facility, equipment and staff is specified in the agreement between the lessor and the lessee.
- 18.2. Payments for the lease of facilities, equipment and services (the rent) will be as follows, unless otherwise specified in the agreement:
- 18.2.1. 25% of the contract amount must be paid in the form of a confirmation fee to be paid no later than on due date. The confirmation fee forms a part of the rent. Booking will not be confirmed or binding for lessor until lessee has paid confirmation fee.
- 18.2.2. 90% of contract amount must be paid in full 30 days prior to the advertised event.
- 18.2.3. All other payments, charges, costs and fees that the lessee incurs pursuant to this agreement shall become due on the first day of the month after the month in which the costs, charges or fees were incurred. (18.2.2 and 18.2.3. only apply to agreements made by Conference Department).
- 18.3. From the due date of payments, payments carry the highest legally permitted default interest in accordance with the first paragraph of Article 6 of Act No. 38/2001 on Interest and Price Indexation.
- 18.4. The lessee waives all rights to lodge counterclaims, one or more, to set off claims lodged by the lessor against the lessee.
- 18.5. The lessor shall have the unreserved right to set off his claims against the lessee if the general conditions for setting off are met or if the lessee becomes bankrupt pursuant to Article 100 of the Bankruptcy Act No. 21/1991.
- 18.6. All payments that the lessee must pay to the lessor shall be paid without any deduction from the claimed amount of the lessor, irrespective of the lessee entitlement to set off, counterclaim, compensation or other reasons.

## **19. GUARANTEES FOR LEASE PAYMENTS, FEES, COSTS AND DAMAGES TO THE FACILITIES OR EQUIPMENT**

- 19.1. The lessee must, if so requested by the lessor, provide a guarantee as security for lease payments, fees, costs and damages to equipment and facilities. All equipment located in the leased facilities of the lessor is covered, whether the lessor owns the equipment or not. The substance of the guarantee, which the lessor must approve, must be unconditional and non-refundable during its term of effect and issued by a commercial bank or savings bank approved by the lessor. The guarantee must be valid for 30 days from the due date of the payment pursuant to this agreement.
- 19.2. The lessor may draw on the above guarantee if the lessee does not make the agreed payments within 10 days of their due date according to the agreement between the lessor and the lessee.

## **20. BOOKING, AUTHORISATION FOR TERMINATION/CANCELLATION, TRANSFER OF EVENT DUE TO INABILITY OR ILLNESS**

- 20.1. The lessee may cancel bookings for facilities or terminate the lease agreement in writing provided the following conditions are met:
- 20.1.1. If the booking is cancelled or terminated more than 91 days before the planned event is to take place, the lessee may terminate the agreement or cancel in exchange for the payment of a cancellation fee amounting to 25% of the contract amount.
- 20.1.2. If the booking is cancelled or terminated 61 to 90 days before the planned event, the lessee may terminate the agreement or cancel in exchange for the payment of a cancellation fee amounting to 30% of the contract amount.
- 20.1.3. If the booking is cancelled or terminated 31 to 60 days before the planned event, the lessee may terminate the agreement or cancel in exchange for the payment of a cancellation fee amounting to 50% of the contract amount.
- 20.1.4. If the booking is cancelled or terminated 30 days or less before the planned event in the leased premises, the lessee may terminate the agreement or cancel in exchange for the payment of a cancellation fee amounting to 100% of the contract amount.
- 20.2. The lessee must, in all of the above cases, pay recorded direct costs that have accrued to the lessor in relation to the lease agreement, including all costs accruing to the lessor from any third party, in addition to the above cancellation fees. In addition, the lessee pays all costs incurred due to cancellation or termination.
- 20.3. In the event that the lessee is unable to hold the event at the time specified, e.g. due to the illness of an artist, the lessee may request that the event be postponed to a later date. The above is subject to the lessor's approval. Payments that have already been made may then be used to pay for the use of the facilities. Other costs and fees in relation to the above must be paid

by the lessee. The lessee is wholly responsible for announcing the postponement of an event, as well as bearing all cost of refunds of sold tickets or other costs resulting from the postponement.

## **21. FORCE MAJEURE**

- 21.1. In connection with this agreement, the term “Force Majeure” applies to the following events or conditions: war; warlike conditions or comparable conditions; natural disasters such as earthquakes, volcanic eruptions, gas pollution, floods, fires, blazes and other natural phenomenon that the parties to the agreement have neither caused nor can have any impact on; strikes of the employees of the lessor and contractors operating on behalf of the lessor and strikes carried out by other parties unrelated to the lessor which have an impact on the substance of the agreement between the lessor and the lessee; pandemics and/or epidemics or circumstances due to illness that prevent the performance according to the lease agreement e.g. due to instructions by chief epidemiologist, Department of Civil Protection and Emergency Management, or any part of the Government; actions or acts of law, court orders or judgements by court of law, rules or instructions issued by public entities such as the government or the police.
- 21.2. If the lessor is of the opinion that circumstances have arisen that fall under the Force Majeure provision pursuant to these terms of agreement and that they will have a significant impact on the lessor’s ability to fulfil the lease agreement, the lessor must inform the lessee in writing of the above, describing in detail the circumstances and events that, in his opinion, equate to an event of Force Majeure in accordance with this provision.
- 21.3. Under the above conditions, neither party is regarded as having defaulted on the lease agreement between the parties if circumstances can be equated to a Force Majeure event occurring after the entry into effect of the lease agreement and that such events were not foreseeable when the lease agreement between the parties was made.
- 21.4. In the event that an event or circumstances that can be equated to an event of Force Majeure pursuant to the above prevents the parties from fulfilling their obligations according to the lease agreement and that such obstacles persist for fewer than 30 consecutive days, the contractual obligations of the lessor and the lessee will be postponed while such events or circumstances persist. If the events or circumstances end within the above period, the contractual obligations of the lessor and the lessee will return into effect, considering any changes that are a consequence of the event of Force Majeure.
- 21.5. In the event that an event or circumstances that can be equated to an event of Force Majeure pursuant to the above prevents the parties from fulfilling their obligations according to the lease agreement and that such obstacles persist for more than 30 consecutive days, the lessor may then cancel the

lease agreement between lessor and the lessee. The lessee must pay the lessor the costs, fees and duties that have already accrued before the agreement is cancelled.

- 21.6. Neither party, neither the lessor nor the lessee, is liable with respect to the counter party in this respect, neither for direct and/or indirect loss nor damages that the party may incur due to Force Majeure.

## **22. VIOLATION OF THE AGREEMENT BY THE LESSEE**

- 22.1. The lessor may rescind the lease agreement in the event of substantial non-performance on the part of the lessee. If the lessee does not pay contractual payments and if such default persists for more than 14 consecutive days, such default shall be considered substantial and authorises the lessor to rescind the agreement. The same applies if the lessee uses the facilities in a manner different to that stated in the lease agreement, if the lessee assigns his user rights pursuant to the lease agreement, if the premises are damaged due to detrimental treatment by those for whom the lessee is responsible, if the lessee does not respond to the lessor's demand for remedy or neglects in other respects his obligations pursuant to the lease agreement or the these terms.
- 22.2. The lessor may rescind the lease agreement if the lessee is declared bankrupt, if he is granted permission to seek composition with creditors or financial reorganisation through a district court order or if there are other comparable indications that the lessee will probably not be able to fulfil his obligations pursuant to the lease agreement.
- 22.3. If the lessor rescinds the lease agreement in accordance with this Article, the lessee must compensate the lessor for all loss and damages, including expenses and/or loss of income, that result from his non-compliance. Immediately after the lessee has been notified of the rescission of the agreement in a verifiable manner, the lessee must clear the premises at his own expense. In the event that the lessee does not immediately clear the leased premises in accordance with the above, the lessor may have the leased premises cleared at the expense and responsibility of the lessee.

## **23. RESERVATION ON THE LIABILITY OF THE LESSOR**

- 23.1. The lessor is not liable for any indirect or consequential loss or damages that the lessee or parties operating on his behalf incur, without limitation. The lessor is not liable for events or circumstances that he does not and cannot control, e.g. machine or software malfunctions, strikes, disruptions in telephone and communications networks, electricity outages, disruptions to operations due to natural disasters and other comparable events. The lessor is in no way liable for any loss or damage suffered by the lessor's decision to cancel an event in accordance with Article 10 of these terms and conditions.
- 23.2. The lessee shall indemnify and hold harmless the lessor from all third-party

claims that may arise in connection to an event held by the lessee in Harpa, the information distributed about the event for promotional purposes and other items for which the lessee is responsible.

## **24. ICELANDIC LAW AND JURISDICTION**

24.1. The lease agreement between the lessor and the lessee and these terms are subject to Icelandic law. Any disputes in respect of this agreement must be brought before the District Court of Reykjavík.