



GENERAL TERMS AND CONDITIONS

Facilities covered by this document:

- Palazzo dei Congressi – Convention Centre
- Villa Ciani
- Asilo Ciani
- Centro Esposizioni – Exhibition Centre

The Capannone di Pregassona is governed also by a separate ordinance, dated 18.10.2018.

1. LEASE AGREEMENT

For the use of spaces managed by the Events and Congress Division of the City of Lugano (Convention Centre, Villa Ciani, Asilo Ciani, Exhibition Centre and any other facilities), a lease agreement is drawn up between the **Lessee** and the **Lessor** in accordance with the rates set out in the respective price lists.

By signing the contract, the Lessee accepts the General Terms and Conditions, including the appendices, which are considered an integral part of the contract.

2. CONDITIONS AND PURPOSE OF THE LEASE

The Lessee must inform the Lessor in advance of the type and intended use of the leased spaces, as well as the approximate number of participants. In the absence of this information, the Lessor reserves the right not to accept the booking. The rental of the spaces may be subject to authorisation by the City Council.

Subletting is only possible with the consent of the Events and Congresses Division. The Lessor reserves the right not to accept events or shows that could damage the image and reputation of the City of Lugano and its facilities or that could lead to security issues.

The Lessee declares that they have inspected the requested spaces and consider them suitable for their intended purpose and that they will use them with the utmost care. The Lessor is required to promptly inform the Lessee of any changes to the spaces, impediments to access, or changes in circumstances affecting the leased property.

The Lessee commits to not modify the spaces in any way without first obtaining authorisation from the Lessor. The opening of rooms, doors or windows is the sole responsibility of the Events and Congresses Division staff.

3. FEES AND TERMS OF PAYMENT

Upon signing the contract, an administrative fee of between CHF 50.- and CHF 200.- will be applied, calculated based on the services to be provided.

The Lessor may request a deposit as well as full payment in advance to be made within the terms of the contract. At the end of the event, the Lessor will issue an invoice payable within 30 days. Credit card payments are not possible.

The reservation remains valid if the payment terms specified in the rental contract are met.

Rental rates and services provided are listed in the specific price lists.

4. RESERVATION

The reservation is only valid once signed by both parties within 30 days of receipt (at the latest 10 days prior to the event).

Reservations for venues managed by the Events and Congresses Division can be made by signing the rental contract (definitive reservation) or by taking an option on the venue (provisional reservation).

Spaces can be reserved:

- First option: confirmation of a non-binding reservation in the calendar, valid for both



parties until further requests are received. The reservation is only confirmed upon signing of the rental agreement. If the payment terms of the agreement are not met, the Lessor may terminate the agreement upon written notice.

- Second option: in the case that a date has already been reserved, a second option is activated. If the customer with the second option is ready to sign the contract and honour the payment terms, the customer with the first option will be contacted and will have until the expiry of the current offer or a maximum of 5 working days to sign the contract or release the space.

In certain cases, the Lessor may request the postponement of an option or cancel it if no guarantees are provided regarding the staging of the event.

5. CANCELLATION

If the Lessee decides to terminate the contract, they must do so in writing, and depending on the timing of the cancellation, the following penalties will apply:

- up to 4 months before the event: only actual expenses and the administrative fee
- up to 2 months before the event: 50%
- less than 2 months before the event: 80%

In justified cases, the Lessor will allow the Lessee to postpone or bring forward the date of the event (subject to availability of space) without charging the above penalties.

The administrative fee will not be refunded to the Lessee under any circumstances.

6. FORCE MAJEURE

In the event of unforeseeable circumstances and force majeure such as wars, strikes, natural disasters, pandemics and similar events, both parties shall be released from their contractual obligations and any advance payments shall be refunded to the Lessee, excluding the administrative fee. The Lessor shall not in any case compensate the Lessee for advance payments to third parties, loss of earnings and damages of any kind.

7. POSTERS AND DECORATIONS

The hanging of posters is only permitted in designated areas or on designated supports; the fixing of objects or posters in other areas inside or outside the facilities is not allowed. Exceptions may be agreed between the Lessor and the Lessee. When attaching decorations, posters and signage to the structure or furniture, the use of materials that may cause damage (nails, screws, glue, staples, adhesive tape, etc.) is not permitted. Any damage or extraordinary cleaning operations resulting from failure to comply with these rules will be invoiced to the Lessee. The Lessee is also responsible for work carried out by third-party companies.

The throwing of rice, petals, confetti or similar items is not permitted inside or outside the Event and Congresses Division facilities.

Inside Room A of the Convention Centre, the distribution of flyers or other promotional material on chairs or in hand is not allowed. Any additional cleaning and waste disposal costs generated by such activity will be invoiced separately.

8. NO SMOKING

Smoking is strictly prohibited in all facilities, including areas not open to the public and used by staff. In accordance with Swiss law, electronic cigarettes and vapes are also prohibited.

9. NO ANIMALS

Dogs and other animals are strictly prohibited in all facilities, with the exception of guide dogs, dogs with certified medical functions, and animals on display.

10. CATERING SERVICE

If a catering service is used, the Lessor may provide the Lessee with a list of affiliated companies. A non-affiliated company may operate within the premises only with the Lessor's prior authorisation.



The Lessee shall provide the Lessor with the company's details and the details of a contact person. The Lessor shall verify the suitability of the catering company based on the 'General Conditions for the Provision of Catering Services' and shall sign a catering contract with the company. The Lessor shall be paid a commission of 3% (excluding VAT) on the total final invoice, including all services and rentals, which the catering company provides to the Lessee.

The Lessor reserves the right, subject to written notice, to suspend the collaboration with catering companies at any time.

The Convention Centre and the Asilo Ciani have a space dedicated to catering. Cooking or reheating food is prohibited inside Villa Ciani; only keeping food warm is permitted. A mobile catering facility can be set up on the gravel area outside the building.

Catering companies are invited to provide food packaging solutions that comply with the Events and Congresses Division's sustainability guidelines. The disposal of waste generated by the preparation of meals is the responsibility and at the expense of the catering company. The Lessor may encourage waste separation solutions as per point 17. Within the facilities managed listed in Article 1, the use of gas cylinders is prohibited for both kitchens and food trucks. Please note that food and beverages of any kind may not be brought into or consumed in Room A of the Convention Centre. The Lessor may impose an entrance control service at the Lessee's expense.

Catering companies and anyone managing F&B within the facilities of the Events and Congresses Division (exhibitors, etc.) are not permitted to use the toilets to wash dishes and/or dispose of liquids and food.

For events that are open to the public and offering the sale of alcoholic beverages, the Lessee must obtain the relevant permits for the sale of beverages and alcoholic beverages and comply with the regulations contained in the LEAR (Cantonal Law on hotels and restaurants).

11. FURNISHINGS AND TECHNICAL INSTALLATIONS

The Lessor provides technical equipment and furnishings based on availability, in accordance with the rates listed in the price list. Catering companies and suppliers of furnishings and equipment are responsible for collecting, installing and tidying up the equipment. This must be done within the times and dates indicated by the Lessor and/or in accordance with the lease agreement. The Exhibition Centre and the Asilo Ciani are situated in a residential area, so assembly, dismantling and transport cannot take place between 11 p.m. and 7 a.m.

Only written orders will be accepted. In the event of collaboration with third-party companies, the Lessee assumes responsibility for their work. Technical and logistical requirements must be provided by the Lessee at least 15 working days in advance.

Assembly and electrical installations must be carried out according to professional standards. Equipment and structures must comply with Swiss regulations. The Lessor may request a detailed list of the planned technical and electrical installations.

For any electrical installations outside the structures beyond those already provided, as well as any water connections, the Lessee is required to submit a request directly to AIL (local industrial services). AIL services are at the Lessee's expense.

12. ACCESS, INSTRUCTIONS, SURVEILLANCE AND SECURITY

The staff of the Events and Congress Division at the rented venues must have access to the rented spaces at all times. The Lessee and their staff must comply with the instructions and guidelines provided.

The Lessor reserves the right to impose surveillance of the facilities, an access management service for the buildings and adjacent areas and/or a security service depending on the requirements and type of event. The costs of these services shall be borne by the Lessee.



The Lessor may require the Lessee to pay for its own security guard to be present throughout the period of occupancy of the facilities managed by the Events and Congresses Division.

13. PUBLIC EVENTS, LOTTERIES AND RAFFLES

In the case of public events, the Lessee is required to inform the Lessor of the times, any admission fees, advance sales and other useful information. For public events in Room A of the Convention Centre, numbered tickets must be used, and the layout of the room may not be changed, enlarged or reduced. Any costs for surveillance, security and ticket control shall be borne by the Lessee.

For lotteries and tombolas, the relevant cantonal permits must be obtained. The costs of obtaining the permit shall be borne by the Lessor.

14. COMMERCIAL EXHIBITION

The exhibition plan must be submitted to the Lessor for approval before being sent to individual exhibitors and/or sponsors. Escape routes and access points must always be guaranteed (min. 1.5 m). If emergency exit signs are temporarily covered, the Lessee must install clearly visible signs that comply with regulations at their own expense.

Upon request and for a fee, the Events and Congresses Division staff can mark the position of the stands on the floor.

During set-up, a representative designated by the Lessee must be present.

It is strictly forbidden to:

- stick any object/poster or other material on windows, doors, walls, pillars and lifts
- use nails, screws, staples, adhesive tape and similar materials on doors, walls, pillars, ceilings, floors and furniture, unless agreed in advance with the Lessor
- stick carpets/pieces of carpet on floors using materials other than special adhesive tape for fixing carpets to the floor

During the assembly and dismantling phases, the presence of 1-2 security guards provided by the Lessor at the Lessee's expense may be required to

manage the vehicles outside the facilities and to supervise the exhibition.

In the case of car or motorcycle exhibitions plastic sheets or absorbent material must be placed under the objects on display both inside and outside the structures in order to avoid stains caused by oil spills on the floor.

15. SHIPPING OF MATERIALS

The Lessee must instruct anyone organising shipments to the Lessor to send all materials CARRIAGE PAID to Palazzo dei Congressi, Piazza Indipendenza 4, 6900 Lugano, or Centro Esposizioni, via Campo Marzio, 6900 Lugano, indicating the details of the event and, in the case of exhibitions, the stand, and to provide their shipping company with precise instructions for any prepaid return shipping/export after the congress/exhibition has taken place.

All shipping costs (pre- and post-exhibition), customs clearance and taxes (VAT) are the responsibility of the exhibitor. If the Lessor receives invoices relating to a shipment, the amount will be re-invoiced to the Lessee. The Lessee is required to inform its suppliers and exhibitors of the procedures for the temporary import and export of goods to Switzerland (ATA Carnet – "Merchandise Passport").

Packages or pallets deposited must be accompanied by a waybill for rail transport or the address of the recipient and the shipping company (with telephone number and name of the person in charge) that will collect the goods. The Lessee must inform its suppliers that goods must be delivered as early as possible on the first day of space reservation. If materials arrive before the space is available, the Lessor reserves the right to invoice the cost of storage according to the price list.

16. LOADING/UNLOADING/PARKING

Parking of vehicles up to a height of 1.9 m is permitted in agreement with the Lessor only for loading and unloading operations in the following areas:



- for the Convention Centre: Piazza Castello
- for the Asilo Ciani: area behind the building (access from Via Lucchini)
- for Villa Ciani: area to the east of the building, maximum 3 vehicles
- for the Exhibition Centre: external car park MAC 7, MAC 2, MAC 3 and MAC 4

Parking for vehicles belonging to organisers, suppliers, the public or guests of the event is only permitted in the designated areas (car park, parking spaces, blue zones, etc.). Vehicles parked in loading and unloading areas are subject to fines by the municipal police.

Upon request, the Lessee may request up to a maximum of 50 daily passes for municipal car parks from the Lessor at a flat rate. For larger quantities, passes must be requested directly from the Administrative Section of the Lugano City Police.

Prolonged parking of heavy vehicles (lorries or coaches) is generally not permitted. Special authorisations may be requested from the municipal police through the Lessor. The costs for special permits are borne by the Lessee.

17. CLEANING/WASTE DISPOSAL

Regular cleaning is included in the rental price and is the responsibility of the Lessor. Extraordinary cleaning work, both inside and in the outdoor areas adjacent to the facilities managed by the Events and Congresses Division, and the disposal of waste left by the Lessee or exhibitors will be invoiced separately. The Lessor may require the use of additional skips for bulky waste, invoicing the Lessee directly for transport and disposal costs.

In accordance with municipal regulations, a fee commensurate with the volume of waste generated (bag tax) will be charged. In compliance with the Events and Congresses Division's guidelines on sustainability, the Lessee is required to separate waste and use reusable or recyclable materials. The Lessor, with the possible support of municipal services, may assist the Lessee in implementing the organisational measures necessary for waste separation and disposal.

If biodegradable containers or tableware are used, they must be disposed of in accordance with best practice by a specialised company organised and paid for directly by the Lessee.

18. USE OF PIAZZA CASTELLO / PARCO CIANI AND PUBLIC AREAS

To use Piazza Castello, Parco Ciani or the Campo Marzio car park (public area), a written request must be submitted to the City's Events Authorisation Office, at least six months before the event.

19. LIABILITY

a) Damage/insurance

The Lessee is liable for any damage caused to the structure, furnishings or equipment provided, as well as to the outdoor areas used. The Lessee undertakes to promptly notify the Lessor of any damage and vice versa. Damage will be recorded and repaired by specialists appointed by the Lessor at the Lessee's expense.

The Lessor declines all responsibility for equipment stored inside the property. The Lessee is responsible for the adequate and professional supervision of their own equipment, third-party equipment and equipment provided by the Lessor.

In accordance with Article 14 of the Municipal Regulations on Administrative Assets, the Lessee is required to take out civil liability insurance cover for CHF 5,000,000 (five million). The holder of the authorisation is liable under Article 41 of the Code of Obligations for damage caused to public and private property.

b) Accidents

The Lessee is responsible for the prevention of occupational accidents during the assembly, use and dismantling of temporary structures and installations in accordance with the LAINF (Federal Act on Accident Insurance) and OPI (Ordinance on Accident Prevention);

The Lessee is responsible for the prevention of non-occupational accidents during the event in accordance with federal and cantonal regulations



and the UPI (Bureau for Accident Prevention) standards and documentation;

c) Fire prevention

The Lessee is responsible fire prevention and protection in accordance with VKF (Association of Cantonal Fire Insurers) regulations and directives. In particular, the use of open flames and the storage of flammable and hazardous materials within the various facilities must in all cases be authorised by the Lessor.

The use of candles, smoke machines, pyrotechnic effects or similar within the facilities managed by the Events and Congresses Division is strictly prohibited. Exceptions may be agreed in writing at least 10 days before the event.

Decorations or furnishings must be made of low-combustibility materials (fire reaction class RF2), while only materials with fire reaction class RF1 may be used in escape routes.

20. THIRD-PARTY SERVICES

If the Lessor procures technical equipment or other services necessary for the event from third parties on behalf of the Lessee, the Lessor shall act on behalf of and at the expense of the Lessee. The Lessee shall be liable for any damage that may result from the use of such equipment or services and shall release the Lessor from any claims by third parties.

21. SPECIAL PERMITS

Applications for special permits (night-time transit for heavy goods vehicles, permits for refreshment stands or other permits) must be procured at the Lessee's own expense directly from the relevant authorities. The Lessor may support and advise the Lessee in this regard.

22. SPONSORSHIP (LOGOS)

The institutional logo of the City of Lugano and/or Lugano Convention and Exhibition may not be used without authorisation from the City of Lugano in accordance with the guidelines for granting sponsorship.

Sponsorship is a symbolic recognition through which the City expresses its appreciation for initiatives and activities of public interest that are deemed worthy in terms of their characteristics and purposes, aimed at promoting the growth and knowledge of the citizenship.

Sponsorship qualifies initiatives and activities that take place within the municipal territory and is not automatically associated with the granting of financial contributions or remissions.

23. DRONES

The use of drones or radio-controlled balloons is prohibited within the facilities managed by the Events and Congresses Division.

For drone flights outside the facilities, a written request must be submitted to the Events Authorisation Office.

24. LASERS

The use of lasers in public places, for example at shows and events, is subject to notification. Events involving the use of laser beams must be notified to the Federal Office of Public Health.

A copy of the authorisation must be sent to the Lessor at least two weeks before the event.

In accordance with the Ordinance to the Federal Act on Protection against Non-Ionising Radiation and Acoustic Stimuli (O-LRNIS), laser pointers must be classified as laser class 1. The possession, import, sale and use of laser pointers belonging to higher classes (1M, 2, 2M, 3R, 3B and 4) are prohibited in Switzerland.

The Lessor accepts no liability in the event of non-compliance with the legal requirements for the issuance of a permit.

The Lessee shall be held liable in the event of proven damage to equipment, furnishings or persons resulting from the improper use of a laser.

25. NOISE EMISSIONS

To comply with current health legislation (Ordinance on Sound and Laser Beams - OSLa) and to take appropriate preventive measures, a



concept of 'Protection from the harmful effects of noise during events' has been developed for events held in the City of Lugano, defining the safety provisions that organisers must comply with.

The volume of noise emissions must not disturb passers-by or neighbours under any circumstances. Any orders issued by the police on site regarding volume control must be complied with. In accordance with the Ordinance on Noise Pollution, quiet hours must be observed from 11 p.m. to 7 a.m. Exceptions may be authorised by the City Council upon written request at least six months in advance.

The Lessee is responsible for notifying Suisa (Swiss Cooperative Society for Music Authors and Publishers) of any music played (both live and recorded). Suisa fees are payable by the Lessee.

26. WITHHOLDING TAXES AND WORK PERMITS

As indicated by the cantonal authorities, we would like to remind you of the provisions of Article 115 of the Tax Law (LT), Article 92 of the Federal Law on Direct Federal Taxation (LIFD) and Directive No. 3 of the Taxation Division concerning the withholding tax on artists, sportspeople and lecturers. In particular, please note that the debtor of the taxable service (organiser or principal) is jointly and severally liable with the subject for the collection of withholding tax. The debtor is also solely responsible for paying the due amounts to the tax authority.

The Lessee is required to verify compliance with the law on employment and the related ordinance concerning night work, Sunday work and the temporary employment of foreign workers.

27. TEMPORARY STRUCTURES

The installation of temporary structures in Piazza Castello or in the immediate vicinity of the facilities managed by the Events and Congresses Division is permitted, if requested. Depending on the size and capacity, the Lessee, through the company supplying the structure, must submit a declaration of acceptance for structures with a maximum capacity of less than 5 people, a declaration of acceptance for structures with a

capacity of between 6 and 100 people, and a test report and fire safety certificate for structures with a capacity of more than 101 people. In the event of the use of temporary structures such as kitchens, fire safety regulations must be observed.

28. COMPLETION OF THE CONTRACT

Both parties may agree on additions and amendments to the rental contract and the general terms and conditions. This must be done in writing and accepted by both parties.

29. ACCEPTANCE OF THE GENERAL TERMS AND CONDITIONS

By signing the rental agreement, the Lessee declares that they have received, read, accepted and disclosed to all partners involved the general terms and conditions and any additional agreements mentioned in the agreement (clauses).

The Lessor and the Lessee undertake to comply with and enforce applicable laws, ordinances and regulations not expressly mentioned in these general terms and conditions.

30. PLACE OF JURISDICTION

In the event of a dispute concerning the conclusion, execution or interpretation of this agreement, the place of jurisdiction shall be Lugano. Swiss law shall apply exclusively.