

[LOGO: GALLERIE ESTENSI]

**Rules for granting in use of museum spaces**  
(Articles 106 and 115 of the Code of Cultural Heritage and  
Landscape, approved by Legislative Decree 22 October 2004  
No. 42, and s.m.i. [Subsequent Modifications and  
Additions])

Article 1  
Object

This Regulation lays down the rules for granting the concession to third parties of museum spaces handed over to Gallerie Estensi, as set out in Annex 1 of this Regulation. The concession in use is issued for the uses and purposes indicated in the request, according to the modalities and requirements specified in the act. Any uses or purposes other than those declared by the applicant and/or variations in the use or performance of the event that do not correspond to what indicated in the request, may result in the suspension of the concession. In the event that the concession has already been issued, the Administration may revoke it, ordering the immediate suspension and cancellation of the event even if the same was already in progress.

Article 2  
How to prepare the request

Requests for space concessions, addressed to the Director of the Gallerie Estensi, must be submitted using the appropriate form that can be downloaded from the institutional website of the Gallerie Estensi <https://www.gallerie-estensi.beniculturali.it/> , or provided by the Direction of the Gallerie Estensi. Requests must be sent by e-mail to [ga-esten@beniculturali.it](mailto:ga-esten@beniculturali.it) forty-five days before the date of the event or the date of commencement of space occupation. In order to carry out the administrative procedure for issuing the concession act, it is necessary that the request specifically and punctually indicates the purpose of the event and the end user. All data that appear in the request will be used for the institutional purposes of the Administration, and processed in accordance with the Data Protection Regulation (GDPR - General Data Protection Regulation) approved by Regulation (EU) 2016/679, in accordance with the principles of fairness, lawfulness, transparency and protection of privacy and fundamental rights within the limits of what is necessary for the issue of the Concession. The presence of press officers, journalists (and/or any other person who intends to acquire images or perform professional services) within the spaces covered by the concession will be allowed only with the permission of the Administration, and should therefore be reported at the time of the request.

Article 3  
Preparation of an estimate of the event

The Manager, having examined the request and carried out the proficiency evaluations, authorizes the issue of the estimate of costs charged to the applicant (the document is valid for ninety days from the date of dispatch). The quotes indicated in the quote are expressed in Euros, less VAT taxes and/or any other charges (e.g. registration fees, stamps, SIAE [Italian Society of Authors and Publishers] charges, etc.). Any changes due to additional charges and/ or taxes due by law, also occurred after the issue of the estimate, will remain the responsibility of the applicant.

#### Article 4 Acceptance of the estimate by the applicant

Once the acceptance of the estimate by the applicant has been confirmed, the event will be included in the agenda of the Institute's activities. This does not ensure the automatic authorization of its development, which will take place only with the issue of the act of concession (following the verification of the conformity of the documentation that the applicant must produce).

#### Article 5 Organization of the event

The organization of the event must be in full compliance with the program approved by the Administration and in the manner established by it and authorized.

If the Administration, also as a result of verifications carried out via web, via social, etc., is aware that the event is different (by type, mode of execution, purpose, number and/ or type of participants, etc.) as stated in the request, or otherwise does not comply with the requirements set, the Manager may:

- supplement the concession fee and other charges already charged to the applicant;
- cancel the concession even if already issued, and suspend the event without any possibility of reimbursement of any charges already incurred by the applicant.

#### Article 6 Quantification of concession charges

The charges for granting concessions in use of museum spaces are established by the Director of the Gallerie Estensi. The amounts relating to the concession fee (pursuant to article 108 of Legislative Decree 42/2004 and s.m.i. [Subsequent Modifications and Additions]) and the reimbursement of expenses must be paid in advance of the date of the event for which the concession is required (or before the date of commencement of the occupation of the spaces indicated in the act). The payment must be made exclusively by bank transfer to the bank details specified in the deed of grant. The applicant will also bear the costs related to the staff of the Gallerie Estensi involved in the course of the event and in its investigation, according to the quantification specified in the concession act. The payment of these charges must be made within the same time schedule as for the payment of the concession fee and expenses, and always by bank transfer to the additional IBAN coordinates specified in progress. The applicant/concessionaire -before signing the concession act in use- may charge the payment of the charges established by the Gallerie Estensi a third party, without prejudice to its own joint and several liability in case of default. In this case, the Administration must acquire the acceptance of the obligation of fulfilment by the person indicated by the applicant/concessionaire, whose data will be included in the concession act in use. For further information and requirements regarding the payment of the fees related to the concession, please refer to the following article 11.

#### Article 7 Signature of the act of granting and acceptance of the conditions provided for therein

The concession deed, as required by article 1, is subscribed by the concessionaire for vision and acceptance of all the conditions provided in it.

The concession in use issued by the Gallerie Estensi is unbeatable, and is subject to the following requirements:

- a) that the artistic and historical values of the building and the spaces granted in use are respected;
- b) that the concessionaire assumes its own liability for any damage to persons and/or property within the spaces and environments granted in use, even if caused by the participants in the event for which the concession is issued;

- c) that the regulations for the protection of public safety, in terms of fire safety, and those on safety in the workplace pursuant to Legislative Decree 81/2008 are observed - Single text on health and safety at work and s.m.i. [Subsequent Modifications and Additions]. It will be the responsibility of the concessionaire to present, in good time and where necessary, also through a trusted, qualified technician, the DUVRI (Single Document for the Assessment of the Risks from Interferences) and the relative emergency plan related to the event. It will also be necessary to comply with all the provisions contained therein and the requirements required by further legislation in force (where required, the authorization of the Supervisory Commission for the public performance or other necessary documentation must also be submitted). The Administration will proceed to send to the concessionaire also the information pursuant to article 26 of Legislative Decree 81/2008 and s.m.i. [Subsequent Modifications and Additions];
- d) that the concessionaire, as soon as the occupation of the spaces has ended, shall at its own expense clean and tidy the rooms in use, providing for the restoration of the environments. In case of total or partial defaults, even if they occurred at the end of the event (or after the release of the spaces granted) the Administration will proceed through its own trust company to complete restoration of the environments and/ or museum spaces granted in use and will charge the dealer the related charges;
- e) that an insurance policy is drawn up and produced by the concessionaire in accordance with the ceilings and the coverage required at the time of the concession;
- f) in the event of a claim and subsequent partial liquidation of damages by the insurance company, even if related to taxes due by law, any differences will remain the responsibility of the applicant/concessionaire;
- g) that the costs of equipment and technical dis-arrangements authorized, those for the controls relating to electrical installations or service elevators (the service is carried out by the companies awarded the contract at the Gallerie Estensi in the current year) -concerning both the use of materials and labour- will remain the sole responsibility of the applicant/concessionaire.

#### Article 8

##### Access to the locations of the event subject to concession

During the event for which the concession is issued in use access to the museum spaces will be allowed only to staff of the dealer, equipped with a special identification card to be kept well exposed, whose format must be anticipated by e-mail to Gallerie Estensi.

Prior inspection of the events (or the concession request in use for the organization of events) may be agreed upon. To obtain the necessary authorization of the Director of Gallerie Estensi to the inspection requires the sending of a written request (also via email) with a minimum notice of 15 days compared to the date of the inspection. No more than 5 people are allowed to visit the museum for a maximum stay of 45 minutes. The inspections will always take place in the presence of a representative of Gallerie Estensi.

Those who have the right to participate in the event and the staff of the dealer will not be able to escape the security checks prepared by the Management of Gallerie Estensi.

The staff of Gallerie Estensi is authorized to control the access tickets and the identity of the persons, in order to prevent the entry of unauthorized persons, and will not allow access to strangers (guests and staff of the dealer, etc.) in environments not directly affected by the event. The dealer is required to inform in advance its staff, guests and participants of the event about the security measures and prescriptions.

All those who access the environments pertaining to Gallerie Estensi will have to comply with the requirements of health regulations (government, regional, etc.) aimed at the prevention of infection by Covid-19, and follow all recommended security directions at the time of access.

#### Article 9

##### Spread of event material

The dissemination -even in digital format- of any type of informative or promotional material (catalogues, brochures, invitations, menus, etc.) referred to the event for which the concession is stipulated may only take place with the authorization of the Administration: the concessionaire must send this material (also by e-mail, in pdf format) to Gallerie Estensi, in time to allow the evaluation and eventual authorization by the Director.

Any photographic and/or filmed footage taken by the applicant/concessionaire or his agents during the event and/or throughout the period for which the concession in use is stipulated, if authorized by the Administration, may only be used for internal documentation purposes, or for strictly personal purposes. In order to take photographic video with the use of drones and/or similar and accessory equipment, it is necessary to request a specific authorization to the Administration with adequate advance notice, in which must be contained all the information and authorizations necessary by law or regulation (by way of example but not exhaustive: pilot name and Pilot certificate APR, EC certifications, flight permit, ENAC regulation, EU regulation 1139, etc.). In the absence of the aforementioned authorization, it is absolutely forbidden to introduce and use drones and related accessories within the spaces pertaining to Gallerie Estensi.

In the case of disclosure of images and/or films made during the period of validity of the concession, even if made by the participants in the event, the dealer will be held solely liable for any violations of the privacy regulations referred to in Regulation U.E. 2016/679

- General Data Protection Regulation. The concessionaire must provide itself independently and in advance of the appropriate releases.

In case of ascertained unauthorized dissemination of images and/or films made during the period of validity of the concession for the purposes of promotion and/or marketing of products or a company brand, and/or for purposes other than those permitted above, the Director of Gallerie Estensi reserves the right to re-register the concession fee, even after the event, and, on the basis of Gallerie Estensi's tariff, to charge the corresponding burden to the concessionaire, also reserving the possibility of carrying out specific actions for compensation for the protection of the Administration.

#### Article 10 Guarantees

Should he deem it necessary, for safety or security reasons and in order to guarantee the coverage of the charges established for the granting of the concession, the Director of Gallerie Estensi reserves the right, at his sole discretion, to require the activation of a bank or insurance surety policy (in addition to the policy referred to in Article 7), and/or the deposit of a bank draft.

The Director of Gallerie Estensi has the full power to suspend at any time the procedure of granting the concession in use or revoke the deed that may have already been issued, giving notice to the concessionaire. In this case -without prejudice to the possibility of reimbursement of expenses already paid by the concessionaire for the issue of the concession act- the applicant will not be entitled to claim any compensation.

#### Article 11 Payment of concession charges

Payments of all amounts quantified in the concession must be received by the Administration net of any bank charges or commissions. Any additional costs not quantifiable at the time of granting the concession - even if due to changes made to the original program and authorized by the Administration - will remain the responsibility of the concessionaire. The lack of balance of charges due to past concessions issued by the Administration will result - as in the case of failure to comply with the conditions provided for by this regulation or the concession act- the suspension of the issue of subsequent granting acts or the revocation of any acts already issued.

#### Article 12

## Changes to the original program of the event

Any change made to the original program of the event for which the concession is issued must be requested in time for approval by the Director of Gallerie Estensi. Where provided, the concessionaire must produce, also by means of his own qualified technician, the necessary additions to the documentation of the DUVRI and/ or the security plan pursuant to Legislative Decree 81/2008 and s.m.i. [Subsequent Modifications and Additions], and the information pursuant to article 26 of Legislative Decree in word. In the event that the concessionaire does not comply with the program or project presented and authorized by the Administration, the Management of Gallerie Estensi reserves the right to immediately suspend the concession of the spaces and the organization of the event, even though this is already underway. In this case no compensation will be due to the concessionaire. In the event that, following the verification of Gallerie Estensi, it is established that the actual number of participants does not correspond to what the concessionaire stated when requesting or issuing the concession in use, the Administration shall re-determine the liabilities borne by the concessionaire, by charging it any adjustments to the concession fee and/or other charges already quantified at the time of granting and reserving - in the event of default - the possibility of suspending any future practices of granting concessions in use to the same concessionaire.

### Article 13

#### Actions for protection

Any dispute that may arise in relation to the issue of the concession, if not resolved in a good-natured way, will be devolved to the exclusive jurisdiction of the administrative court.