

RENTAL CONTRACT

This Rental Contract is made on this _____ day of _____, 2018 and is between _____ (Client) with their principle place of business at _____ and Redphoto GbR, with their principle place of business at: Rondorfer Hauptstrasse 45, 50997 Cologne, Germany.

Name of individual representing Client or production: _____
Mobile phone number for representative: _____

Rental Period Start Date: _____ Start Time: _____
Rental Period End Date: _____ End Time: _____ *Total Hours: _____

Overtime charges begin at _____ and are charged at a rate of _____ € per hour. Overtime is charged in hourly increments (after a 15 minute grace period).

Total number of people to be present at location during Rental Period: _____

****Rental Period includes Client's load-in, set-up, lunch, load-out and final cleaning.***

Equipment Rental: _____

Services Ordered: _____

Notes: _____

Client agrees to pay Redphoto GbR a total sum of _____ € for Location Rental, Equipment and/or Services of LuftHaus Studio. An advance deposit of _____ € is due at time of signing this contract to confirm the date and time of Rental Period. Balance payment, including any additional charges for overtime, equipment, food/drink, excessive cleaning and/or damage, must be paid by end of Rental Period.

I _____ (Client), representative for _____ (Company/Entity), have read, understand terms and agree to pay all costs associated with this Rental Contract. I understand additional charges may incur during Rental Period that I agree to pay by end of Rental Period (IE: overtime, food/drinks, cleaning, damage, etc...).

Client Signature: _____ Date: _____

LuftHaus Signature: _____ Date: _____

TERMS AND CONDITIONS

DEFINITIONS

Client: Individual, entity or authorized representative for a company or production, who is responsible for payment of rental fees to LuftHaus Studio or acting on behalf of said individual, entity, company or production. Whether Rental Period is confirmed or not is not relative; prospective Clients, representatives and contractors of Client are included in this definition as related to liability while visiting LuftHaus Studio.

Location: LuftHaus, also known as LuftHaus Studio (a division of Redphoto GbR), located on the 5th and 6th floors of property at Rondorfer Hauptstrasse 45, 50997 Cologne, Germany.

Offer: Initial, non-binding offer from LuftHaus Studio outlining available dates and estimated costs for Location rental, Equipment and/or Services.

Option: A non-binding request by Client to hold specific dates pending deposit and signed Contract. Options can only be held until another client is ready to confirm.

Rental Contract: A binding agreement between Client and LuftHaus Studio, included in this document and noted as received by the Client. Upon signing, it binds a rental commitment for the Location, Equipment and/or Services during the stated Rental Period.

Rental Period: Dates and times in which the Client requests occupancy of the Location for approved activities. The Rental Period begins at the time noted on the Rental Contract or, if earlier arrival, at time of entering Location. Rental Period includes the Client's load-in, set-up, lunch, load-out and final cleaning.

Inspection Sheet: Upon occupying Location and any rented Equipment, at beginning of Rental Period, the Client and LuftHaus Studio shall do a visual inspection of Location and Equipment. It is the Client's responsibility to alert LuftHaus staff to any damage to Location or non-functioning Equipment at this time. Client will sign this document stating condition of Location and Equipment.

Equipment: Photography equipment, props, furnishings owned and rented by LuftHaus. Equipment may not leave premises without prior approval in writing.

Services: All extra production services, offered by LuftHaus Studio or 3rd Parties contracted by LuftHaus Studio.

CLIENT PLEASE PRINT NAME & SIGN (ALL PAGES):

TERMS AND CONDITIONS

LUFTHAUS RULES

01. Client agrees to leave the Location and all contents, fixtures and Equipment in the same condition, as they were when the Client arrived. LuftHaus Studio will dispose of trash collected in the supplied trashcans. Disposal of large amounts of garbage due to large sets may accrue additional costs. Client must not leave larger items, such as personal props and set pieces at Location. All items brought to the Premises by Client are to be removed by Client. Items left after 3 days will be assumed abandoned and may be discarded. If Client does not return Location to the order and cleanliness found when Client arrived, LuftHaus Studio will charge a minimum 50 € cleaning fee and/or 100 € disposal fee.
02. LuftHaus Studio is in a shared building and we must all maintain a professional environment. Client shall be solely responsible for the conduct and welfare of all persons accompanying Client while at Location. Client agrees that a LuftHaus representative may, at LuftHaus' sole discretion, be present at all times. If the representative observes or otherwise becomes aware of dangerous, pornographic, illegal or negligent activities, LuftHaus reserves the right to stop the shoot and may require Client (and Client's party) to leave Location immediately. The authorities may be alerted to any illegal activities witnessed by a LuftHaus representative. In such case, no refund will be given for unused time. However, LuftHaus Studio and its representatives assume no responsibility to act in such cases.
03. Client is solely responsible for verifying that all photographic subjects are of legal age or accompanied by a parent or legal guardian. LuftHaus Studio has no responsibility to determine or verify the age of participants in the Client's activities but reserves the right to demand proof of parental consent if models or photographic subjects are under the age of 18 and to end those activities if LuftHaus staff becomes aware that legal age violations are occurring. LuftHaus is not liable in the case of an invalid ID or any other form of age verification deemed as false.
04. Smoking is not allowed anywhere at the Location including fire escapes, stairwells, lobby, church hall, etc... People who want to smoke must leave the Location property entirely by exiting the main door on ground floor and walking off premises to the public sidewalk.
05. No pets or animals are allowed anywhere on the Location premises without prior approval of LuftHaus Studio in writing and noted on the Rental Contract.
06. Food and uncapped drinks are restricted to the LuftHaus dining area. Eating and drinking is prohibited in all carpeted areas and entire upstairs area (6th Floor).
07. Parking at LuftHaus Studio is not included in the Rental Contract however street parking can easily be found in the neighborhood. Clients can briefly park one vehicle in front of Location or in driveway to quickly load and unload only.
08. The use of special effects, materials or equipment that could damage or contaminate the Location, Equipment, furnishings or endanger people (IE: flammable liquids, flames, water, smoke, fog, haze or explosive materials) is prohibited. In special cases, LuftHaus may make an exception for usage of a fog machine or hazer in a limited capacity but must be approved by LuftHaus, specified on Rental Contract and may incur extra fees for such activity.

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TERMS AND CONDITIONS

POLICIES FOR LOCATION RENTAL, EQUIPMENT AND SERVICES

09. Location rental and/or services require a 50% deposit to accept an Offer and confirm an Option for a specific Rental Period. Unless an Offer states a specific commitment period, all unconfirmed/unpaid Offers are non-binding and can be revoked by LuftHaus at any time. A Rental Period is not considered confirmed until LuftHaus Studio receives a deposit payment and signed Rental Contract.
10. Offers for specific Rental Periods can be granted a "right of first refusal" hold or "Option", pending deposit, however LuftHaus can only hold an Option until another Client becomes ready to confirm same dates. At which time, Client must pay deposit immediately to confirm their Option for the Rental Period or release those dates. LuftHaus Studio retains the right to cancel a Rental Contract or Offer, if a Client fails to comply with a payment due.
11. If booking confirmation is requested on a short notice of 3 days or less, full payment is required to confirm a Rental Period, Equipment rental and any Services requested.
12. The subletting or transfer of Rental Contract to a third party is strictly prohibited without approval by LuftHaus staff and must be in writing on the Rental Contract.

FEES FOR LOCATION RENTAL, EQUIPMENT AND SERVICES

13. Location rental prices are according to the current, advertised rates on our website, www.lufthausstudio.de, and are a subject of the Offer, Invoice and Rental Contract. Advertised rates are net and subject to 19% VAT.
14. Fees for Services, including but not limited to, equipment rental, photo assistance, casting, production, set building, catering/drinks, etc... are not included in the rental rates and will be billed as separate fees.
15. Fees for Equipment or Services that vary from the standard price-list must be confirmed in the Rental Contract. Services by third parties, organized by LuftHaus Studio, will be subject to a 20% handling fee.
16. If LuftHaus Studio concludes contracts for Services by third parties, on behalf of the Client, these costs are, in any case, to be paid in full by the Client by end of Rental Period.
17. All agreed charges, including advance deposits and balance payments, are to be paid by Client immediately upon invoicing, without deductions.
18. LuftHaus Studio's pricing structure is determined in part by the size of Client's production. If total amount of people in Client's party exceed the amount specified on Rental Contract, additional charges may apply.

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CANCELATION POLICY

19. Clients are able to resign from a Rental Contract without incurring penalties if notice of cancellation or postponement is given in at least 21 calendar days prior to the start of Rental Period. Less than 21 days notice will incur cancellation fees per the following schedule: Within 20 to 7 days prior to the start of Rental Period, 25% of the total rental fee will be charged. From 7 to 3 days prior to the start of Rental Period, 50 % of the total rental fee and any services will be charged. Cancellation or postponement with less than 3 days (72 hours) notice prior to start of Rental Period, will incur 100% forfeiture of total sum for Location rental, Equipment and all Services.
20. If LuftHaus must cancel a Client's reservation for a reason within its control, Client will be given rescheduling priority or a full refund. LuftHaus is not liable for acts out of its control that affect a Client's shoot such as building equipment failures, power outages, weather, terrorism, acts of God or other such emergencies. However, in such cases, LuftHaus will either: 1.) Refund a prorated portion of Client's payment if Rental Period has already begun or 2.) Rescheduling priority or full refund if Rental Period has not begun. In either case, LuftHaus Studio is not liable for expenses incurred by Client due to cancellations by LuftHaus for reasons beyond its control.

LIABILITY WHILE AT LOCATION

21. The Client is obligated to carry sufficient liability insurance to cover them for personal injury and property damage and to provide proof of coverage at the request of LuftHaus Studio staff. The Client indemnifies LuftHaus Studio / Redphoto GbR from all claims for damages asserted by Client, its employees and third parties contracted by Client, against LuftHaus Studio / Redphoto GbR in connection with the Client's production.
22. Usage of approved rooms and outdoor areas by the Client, its employees and third party contractors, are at their own risk. The Client shall not use any area that has not been approved by LuftHaus Studio and noted as such in the Rental Contract. The Client confirms they possess the necessary specialist skills and knowledge required for safe working in a Location such as LuftHaus Studio.
23. LuftHaus / Redphoto GbR is not liable for accidents, personal injury to the Client, its employees or third parties contracted by the Client that occur on or off the premises of LuftHaus, before, during or after the Rental Period.
24. LuftHaus / Redphoto GbR is not liable for the Client's equipment, props, employees or third parties contracted by the client nor is LuftHaus / Redphoto GbR liable for damages caused by the Client, its employees, equipment, props or third parties contracted by the Client.

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TERMS AND CONDITIONS

LIABILITY WHILE AT LOCATION (Continued)

25. Upon visual inspection with LuftHaus staff at start of Rental Period, Client will be asked to declare the Location, including all interior rooms (doors, windows, walls, ceiling, floors), elevator, lobby, stairways, furnishings, props, Equipment and exterior areas used for staging, shooting, lighting, loading and parking to be free of damage at the time of acceptance. If damage is noticed, it is the Client's responsibility to inform LuftHaus staff immediately. A second inspection will commence at end of Rental Period. At which time, the Client will be charged for any damage that has occurred during the Rental Period, with payment due immediately. Client agrees to pay any cleaning fees deemed necessary beyond normal use (IE: paint damage, carpet stains, etc...).

LIABILITY WHILE RENTING EQUIPMENT

26. LuftHaus Studio agrees to provide Equipment in good working order, but makes no special guarantees as to said Equipment's functionality or suitability to Client's purposes. A professional check by the Client when taking over the Equipment is required. The Client upon acceptance must announce complaints or defects with the Equipment. The Client confirms the perfect, working condition of the equipment by signing as such on the Inspection Sheet.
27. The Client undertakes to have the expert knowledge and skills regarding the operation and functioning of the Equipment. Client is committed to careful handling of the rented Equipment and shall immediately report any damage that hinders the safety of people, Location or Equipment immediately and stop using the Equipment until it can be repaired or replaced. The Client is liable for third parties who use the Equipment in any capacity.
28. The client shall not modify rented equipment or use it outside of the premises of LuftHaus Studio without permission noted in the Rental Agreement.
29. Non-returned or damaged Equipment, furnishings and props will be billed at replacement value or recovery/repair cost in full. Client agrees to pay reasonable additional repair costs to bring damaged equipment back to working condition or replacement value if lost, stolen or damaged beyond repair.
30. LuftHaus Studio / Redphoto GbR remains the unrestricted owner of all rented equipment. Sale or transfer is not permitted.

ADDITIONAL AGREEMENTS, CHANGES

31. LuftHaus Studio likes to network with Clients on Social Media and we kindly ask for your permission to do so. In consultation with the client, producer, photographer or videographer and without disturbing the production, a representative of LuftHaus Studio may take a few documentary, behind-the-scenes photos of the set and participants, which LuftHaus Studio may use exclusively for purposes of self-promotion within the scope of social media outlets. Within the context of self-promotion, the client allows LuftHaus Studio to name/tag the production and participants (if required, only after completion of the production). Clients may opt out of this clause (Item 31) by drawing an X over this paragraph.

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TERMS AND CONDITIONS

ADDITIONAL AGREEMENTS, CHANGES (Continued)

32. Changes and additions to the Rental Contract and/or the Terms and Conditions must be in writing and signed by both parties. This also applies to the amendment of this written clause. Verbal, collateral agreements have no validity. Should individual provisions of this contract be or become invalid in whole or in part, it shall not affect the validity of the remaining parts of the contract.

JURISDICTION

33. If the parties are unable to resolve any controversy or claim arising under this Rental Contract, they agree to submit the dispute or claim to binding arbitration subject to the laws of Germany. Jurisdiction is, as far as legally permissible, to be Cologne, Germany.

Client:

On this day, _____ (Date), I _____ (Client), representative for _____ (Company/Entity), hereby waive and hold harmless LuftHaus / Redphoto GbR and any additional agents or property owners from any incidents or accidents which may occur to or by persons either renting or associated with the renting of LuftHaus Studio. I have read, understand and agree to all Terms, Conditions and to pay Fees outlined on Rental Contract and Invoice. I may incur additional expenses during the Rental Period (IE: overtime, food/drinks, rental equipment, property damage, etc...) of which I agree to pay by the end of the Rental Period.

Client Signature: _____

LuftHaus Studio:

On this day, _____ (Date), I _____, representative for LuftHaus Studios / Redphoto GbR (Location), have read, understand and agree with all Terms and Conditions and costs on Rental Contract.

LuftHaus Representative Signature: _____