

# **General Business and Rental Terms & Conditions: Distillery Hybrid Studio**

## **Purpose of rental**

The Distillery Hybrid Studio (Leopoldstr. 34, 6020 Innsbruck, Austria) may only be used for the following purposes:

- Photography
- Film recordings
- Creative projects
- Exhibitions
- Small company events
- Workshops

Rental only after written confirmation of the [rental contract](#) and upon presentation of a valid identification document. Minimum age: 18 years

## **Payment method:**

The agreed rental price according to the [rental contract](#) is invoiced directly after the end of the rental and is to be paid within 10 working days. This includes:

- Rental price
- Additional services such as rental for equipment, daily rates for personnel or other services
- Additional costs for exceeding the rental period
- Additional costs due to caused damages

## **Procedure**

The rental begins at the booked and confirmed time. Set-up and preparation work, including the make-up artist, cannot take place before the actual rental. Please plan the preparation time accordingly when booking the studio. Also, the dismantling and rebuilding of the technical equipment, moved furniture and packing up all souvenirs must be completed by the end of the rental period. This way, the landlord can guarantee that every tenant can enter and use the studio on time.

## **Briefing & Contact person**

At the beginning, the tenant receives a briefing from the landlord, if desired, into the technical equipment and special features of the studio. Throughout the entire rental period, the landlord is available to the tenant in person or by phone. Of course, the tenant remains completely undisturbed at all times!

## **Return of the rooms**

The tenant of the studio is responsible for cleanliness. The studio is to be returned in the condition it was found at the beginning of the rental period. Additional fees for cleaning/repair may be charged if the studio was not left as it was found at the beginning. By the end of the rental period, all devices are to be put back in their original place and the studio is to be tidied up. This also includes disposing of the rubbish into the trash can and putting used dishes in the dishwasher.

## **Studio equipment (lighting and co.)**

The technical equipment can be used as booked. Of course, the tenant may bring his own equipment. The landlord does not assume any liability for defects (e.g. in the power line) causing damages on brought in equipment.

When using our colored backgrounds, rolling out and using up to the floor is free of charge, from the floor the costs listed in the [price list](#) apply.

### **Deco & Props**

Everything that is in the studio can be used without extra charge.

### **Moving Furniture**

It is allowed to rearrange furniture, as long as the floor including the cove underneath does not suffer and everything is back in its place at the end of the rental.

### **Internet / WLAN**

WLAN is available in the studio (the access data is displayed in the studio). The studio tenant undertakes not to commit any immoral and/or illegal actions in this internet. In particular, compliance with youth protection is to be ensured.

### **Liability & Safety**

The use of the studio is at your own risk. This applies not only to the tenant, filmer, photographers or the models, but to all persons present. The tenant has to ensure that all persons present are informed about this before the rental. The same applies to the used technical equipment: The tenant has to check the stability and function of all objects before use. If no hint is given before the shooting, no liability is assumed.

### **Force majeure & Damage to own devices**

Force majeure, is not the responsibility of the landlord. Should e.g. the power fail, the landlord does not assume any costs for arrival, visas, models, photographers, filmer etc. or the entire team. The check whether the tenant's technical equipment is working properly is the responsibility of the tenant.

### **Failures & Damages**

Should the tenant notice defects or improper function, the landlord asks for immediate notification. In case of damages to the rented property (studio, furnishings, equipment), the landlord must be informed immediately. The tenant is liable for damages and is responsible for these and possibly loss of earnings.

### **Catering**

10 coffee tabs and soda water in the form of a Sodastream are available free of charge. Soft drinks and extra coffee can be ordered additionally for a fee according to the [price list](#). The tenant can of course use the kitchen and bring his own food and drinks - as long as the room is not getting messy or damaged by it.

## Smoking

Smoking is not allowed without exception in the studio.

## Location release

Through the T&Cs, the location release for the studio is automatically granted to the tenant.

## Shooting scope

Shootings up to the area of nude are allowed. Pornographic recordings are strictly forbidden. Disregard will lead to legal consequences in any case.

## Corridor, sanitary facilities, building & courtyard

Photographing and filming in the corridor, the sanitary facilities and in the courtyard is forbidden.

## Rental period

If the rental period is exceeded, the costs listed in the [price list](#) will be charged per started hour.

The landlord is not liable for damages or loss of brought along items. In case of above-average soiling of the studio, the tenant pays for the cleaning a hourly rate of 50,- €.

Use of fine dust (e.g. Holi), artificial blood or similar is strictly forbidden.

All objects are to be used properly and orderly. In case of manipulation, improper use or similar, the tenant is liable by replacement of the new value.

## Cancelation policies

In case of cancellation of the confirmed booking, cancellation costs may apply:

- Up to 6th day in advance: cancellation free of charge possible
- 5th to 3rd day in advance: 50% of the agreed rental costs
- 2nd day in advance to "No Show": 100% of the agreed rental costs (Calculation basis: 00:00 o'clock of the day of booking)

A later claim or premature termination of the stay by the tenant does not lead to a reduction of the prescribed rental costs.

## Validity and place of jurisdiction

Deviating agreements require the written form for their effectiveness. Should one or more points of these terms and conditions and the resulting rental contracts between landlord and tenant be invalid, the remaining points of these provisions remain unaffected. All business relations are subject to Austrian law. Place of jurisdiction and place of performance is Innsbruck.

Innsbruck, March 2024