## LEASINGCONDITIONS

- 1. For every Leasing of props it needs peremptory a <u>written confirmation</u>. These contains details of the user (=hirer), the collector, the using time, invoice address and project informations. Using agreements with individual persons are only made by presentation of a valid identity card or passport with a German address.
- 2. Minimal leasing period amounts 3 day's from collection.
- 3. User of the props isn't entitled to sublease the props or to divert the props from it intended use.
- 4. Requisites and accessories regarding the time of fascism including nazism symbols, the World War II., the actual Police and accessories of the German Armed Forces only will be leased to namely known film productions.
  - Film production assure contemporary with the receipt of the requisites that they are only will be used for the production of film and there no other use take place, to encourage national socialism conviction or to spread national socialist ideology.
- 5. <u>Alterations of props</u> only can be made with prior approval of the Head of the Prop Department.
- 6. The <u>leasing time</u> of using at the users expense starts with quitting props of the Prop Department business premises and finish with return shipment. For the leasing rate invoice apply the following rules:
  - For the lease from Friday until Monday (weekend) will be invoiced 3 leasing days.
  - Apart from that Monday until Friday apply as leasing days including the quitting and return shipment day. On legal holidays of the land Brandenburg Prop Department is closed, quitting and return shipment are not possible. These days doesn't apply as leasing days.
- 7. So long as user <u>cancel his order</u> 1 day or less before agreed date for collection or <u>doesn't collect props</u> without cancellation and props are ready packed and furniture provided for collection user has to pay compensation for effective time amount of working hours of prop department with 50,00 € net/hour.
- 8. Return shipment outside business hours needs a special agreement. Therefore Monday until Friday is to pay a compensation for effective time amount of work with 50,00 € net/ employee/ working hour and additional on Saturday or Sunday a flat compensation of 100.00 € net.
  - In case that user doesn't return props in agreed time user will be recharged a compensation for use of time of tardy return. Doesn't inform user about tardy return or prolongation of leasing time Provisions of allowance in No. 10 don't apply in principal for the compensation.
- 9. <u>Liability</u> for transportation, use and custody of props until return bear in responsibility by user. All costs for transportation and packing shall be born at the expense of the user.
  - The user is obliged to transport and install the requisites by qualified personnel. Maximal power of incandescent lamps is absolute to abide by the regulations. The Prop Department don't warrant the functioning for unexamined electrical accessories.
- 10. For the leasing time apply the following <u>discounts</u> insofar as another isn't agreed:

from 7 days - 10 % from 14 days - 25 % from 18 days - 35 % from 36 days - 50 % from 60 days - 70 %

- 11. At collection of props <u>just to pay</u> by user: a) for agreed leasing time calculated leasing costs plus b) as caution insured value of props as specify in leasing agreement. In case of timely and proper return of props caution will be reimbursed in full amount. Payments not more than 100.00 € plus VAT are to pay cash. Payments by credit card or EC-card are not practicable.
- 12. User is obligated to insure leased props usual in the trade against damages and loss. User acknowledge insured value of props specifies in leasing agreement.
- 13. The props have to be returned in a proper and irreproachable state.

Insofar returned props are <u>damaged/polluted</u> the prop department arrange for necessary repairs/ cleaning. The user has to pay the costs for necessary repairs/ cleanings for settling of damages/ pollutions, they will be invoiced for effective time amount of work with  $40,00 \in$  net/hour.

In the case of non feasible repair or cleaning the user has to replace the depreciation.

Are props lost or destroyed during the leasing time the user has to replace the replacement value of the props.

Insofar the user redeliver by Studio already invoiced lost props or deliver an equivalent replacement Studio will repay the invoiced and by user paid amount for lost props. Prop Department is entitled to invoice the leasing rate for that time as result of repairs/ cleaning or tardy return prop wasn't available for lease.

No returned or damaged packing material (cover, cardboard boxes, packing foils) will be invoiced after return.

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- 14. Prop Department doesn't guarantee for disadvantages to the user for the case of inadvertently non-delivery of several ordered props.
- 15. With the signature on the delivery note or the Leasing Agreement the User accepts these Leasing Conditions.

Board Studio Babelsberg AG