

TERMS & CONDITIONS

ASSIGNMENT

The object of the rental contract is the transfer of the rooms mentioned therein with the agreed equipment. The hiring becomes with the signing of the lease (order confirmation), legally effective; No claim to conclusion of a rental agreement can be derived from an offer by the landlord or a term option.

A date option can be hold max. 10 days.

Two weeks before the booking date (or less), a date option can only be hold max. 2 days.

1st options can be hold for only 24 hours period as soon as a customer with a second option is ready to confirm a booking.

The lessor is not responsible for the fact that the intended use of the tenant for real or legal reasons is feasible. A sublease or other transfer to third parties is not permitted without the express written consent of the landlord. The premises including inventory and equipment including accessories remain the property of the lessor. The landlord retains the house right in all available premises and is at any time entitled to enter it himself or have it entered by authorized persons.

The renter must comply with the existing house rules as well as all official regulations and regulations and ensure that they are complied with by all parties involved in the production. The noise caused by the tenant due to possible sources of noise (strobes, music, setup / dismantling, etc.) must be maintained at a moderate level. The premises have no soundproof and must not be used as a recording studio. The playing of live music, especially with loud instruments such as drums and electric guitar is prohibited. The tenant is obliged to treat the property of the landlord with care. The premises and equipment are deemed to have been taken in perfect condition, as far as any defects are not expressly reprimanded at takeover. The renter must notify the lessor immediately of any damage, defects or losses incurred during the rental period.

CONTENT

The tenant is prohibited from producing abusive, defamatory, anti-constitutional, racist, sexist, homophobic, violent or pornographic content in the spaces provided to him or her.

RENT PERIOD

The rent price is an hourly rent. The agreed rental period is to be observed. If the tenant is in arrears with the eviction, then he will be charged an overtime per hour in excess of the basic rent. The premises are completely vacated and left in their original condition at the end of the rental period. Exceptions require the written permission of the landlord.

Photo shooting or video shooting in the yard, can be realized only with the prior permission of the landlord.

DELIVERY / PARKING FACILITIES

The access to the yard and thus the parking in the yard is excluded for insurance reasons. Available only for loading and unloading vehicles.

Parking is available in the surrounding area.

TERMS OF PAYMENT

The agreed rent is payable immediately after invoicing by the landlord and without deductions.

For regular business customers, 50% of the rent is due on booking confirmation.

For new customers is a 100% deposit.

Failure to comply with payment dates entitles the landlord to immediately terminate the lease.

The rental price includes all ancillary costs in the sense of the operating cost regulation (energy, heating, water). For the organization and storage of equipment and supplies, a service fee will be charged depending on the effort.

Equipment, catering, drinks and other services such as set construction, painting or assistance are not included in the studio rent and will be charged separately. The Studio reserves the right to charge a handling fee of 20% for services provided by third parties. Agreements deviating from the price list must be confirmed in writing. The landlord is entitled to charge the rent or parts thereof by separate agreement in advance.

Offsetting against earlier or future claims is excluded, unless they are undisputed or legally binding. Irrespective of this, the contractually agreed rental price must be paid in full, irrespective of whether the premises or equipment were actually used to the agreed extent by the hirer.

Any difference from the signed estimate will be considered on the final invoice.

A written e-mail booking confirmation, which is issued by the studio on the basis of a booking request, is binding for both contracting parties. The contract is also concluded if the parties haven't negotiated the studio price when booking. In this case, the tenant expresses his will to pay the normal rental price for the studio.

CANCELLATION FEES

The tenant can withdraw from the contract up to a time of one week before the agreed beginning of rent free of charge. From the time of one week until the time of exactly 72 hours before the rental date, cancellation fees of 50% of the agreed rent are payable. From the time of less than exactly 48 hours before the start of the lease but more than 24 hours before the start of the lease, 75% of the agreed rent is payable. After the last date, the full rental minus any saved expenses of the landlord is payable. As far as a different rental is possible, the cancellation costs corresponding to the amount of the rent received elsewhere. If tenants have already paid a deposit to confirm the booking, this will not be refunded if the booking is canceled.

COPYRIGHT & IMMEDIATE TERMINATION OF CONTRACT

Studio 18/39 internet connection is included in the rent. If a copyright infringement committed via Studio 18/39 internet connection happen, e.g. Protected works are downloaded by team members, claim for damage is borne by the Studio tenants.

The lessor is liable only for intent and gross negligence of its legal representatives or vicarious agents, in case of slight negligence only in case of breach of essential contractual obligations. This also applies to loss or damage of digital data in cameras and / or image recording and / or processing equipment. These limitations of liability do not apply to injury to the body, life or health. The strict liability of the landlord is excluded. Insofar as the contractual obligation refers to defects which already existed at the time of conclusion of the contract or upon delivery of the rental object, the lessor is not liable for slight negligence, without prejudice to the above provision. The landlord is not liable for objects brought in by the lessee, his agents or other persons involved in the production. The landlord ensures proper supply of the rooms with electricity, water, heating. However, it is not liable for damages that arise in connection with this, in particular by storms and interruption, unless these damages are due to intentional or grossly negligent acts or omission of the landlord. Insofar as faults or interruptions are caused by the electricity supplier or water supplier or supplier with heating energy, the renter's claims are limited to the assignment of the lessee's claims against the relevant service provider. The landlord is also not liable for damage caused by voltage drop or voltage changes.

For damage and loss of the rental object and the building, the associated facilities and equipment and property damage and personal injury, including any consequential damage, the lessee is liable for compensation, as far as this damage caused by him or the persons belonging to its production or by third parties culpably, who are in the rented rooms with his knowledge and with his acquiescence or at his instigation.

The renter is obliged to take out sufficient liability insurance to cover the aforementioned risks and to prove this to the landlord upon request. The lessee releases the landlord from all claims for damages that are asserted against the landlord by third parties in connection with the production.

Any unreasonable or aggressive behavior will not be tolerated toward Studio 18/39 team.

Studio 18/39 have the right to immediately terminate the contract and tenant must leave the premises immediately.

Studio have no obligation to undertake any further work with abusive clients.

SELF PROMOTION

For purposes of self-promotion in the industry standard scope (e.g., Internet, brochures, showreel), the renter allows the landlord to make and use photographs of the set up by the renter. However, no person belonging to the tenant's production will be photographed in these photos unless the tenant expressly approves. In the context of self-promotion, the renter permits the landlord to name the production, the participants and the production date (if necessary, only after completion of the production). Before the publication, the landlord submits to the tenant the photos or texts intended for publication, whereby the electronic transmission is sufficient in this respect. The renter may contradict the publication only for good cause. The objection period is one week from the receipt of the photos to be published by the tenant.

COLLATERAL AGREEMENTS / JURISDICTION / SEVERABILITY CLAUSE

Changes and additions to the rental contract and the general rental conditions must be in writing. This also applies to the amendment of this written form clause. Verbal collateral agreements are not met and have no validity. The Russian Federation law applies. Jurisdiction is, as far as legally permissible, Saint-Petersburg. Should individual provisions of this contract be or become invalid in whole or in part, this shall not affect the validity of the remaining parts of the contract. The parties undertake to replace the invalid provision with an effective provision that comes as close as possible to the legal and commercial purpose of the invalid. This applies accordingly to regulatory gaps.