

Bauhaus Dessau

General Terms and Conditions

of the Bauhaus Dessau Foundation for the Realisation of Photography, Film and Television Recordings

1. General provisions

- (1) In order to protect the historic buildings, their furnishings and the green spaces of the Bauhaus Dessau Foundation (hereinafter referred to as the “Foundation”), photography, film and/or television recordings and/or other works with motifs of the Foundation (hereinafter referred to as “Recordings”) for commercial and editorial purposes (with the exception of daily coverage) by natural or legal persons (hereinafter referred to as the “Contracting Party”) require the prior consent of the Foundation in text form. The procedure for this is governed by these General Terms and Conditions of the Foundation for the realisation of photography and film recordings.
- (2) At least four weeks before the start of the Recordings, the Contracting Party must submit an application to the Foundation for prior authorisation to carry out the Recordings in order to ensure the timely processing of the application and the scheduling of the Recordings. Schedules agreed between the Foundation and the Contracting Party are binding.
- (3) When granting consent, the Foundation checks whether the purpose of the Recordings is in line with the interests of the Foundation and whether consent can be granted, subject to conditions if necessary. Consent will not be granted if the Recordings would jeopardise the Foundation’s property or lead to an unacceptable obstruction of general guest traffic or if the Recordings and their use are not compatible with the Foundation’s purposes and interests.
- (4) Through the following regulations, the Foundation exercises its domiciliary rights as owner and possessor of the Bauhaus buildings and the surrounding enclosed property. The Foundation expressly refuses its consent to persons entering the buildings with the intention of taking photographs or filming for commercial purposes without having obtained the Foundation’s prior consent in each individual case. Entering the buildings and the enclosed property against the will of the Foundation will be reported as trespassing in accordance with § 123 StGB (German Criminal Code).
- (5) The granting of consent does not constitute any obligation on the part of the Foundation to grant substantive legal positions. In particular, the Foundation is not obliged to ensure that the intended Recordings run smoothly or are successful. The Foundation expressly points out that the Bauhaus buildings are undergoing ongoing refurbishment and that there may therefore be scaffolding, restrictions

on accessibility and other impairments to individual image motifs.
Visitors enter at their own risk.

Bauhaus Dessau
Foundation

- (6) The Foundation's house rules (Appendix 1) must be observed at all times and the instructions of the Foundation and its assistants (e.g. ticketing staff, supervisors or tour guides) must be followed. For reasons of monument protection law, Recordings in rooms and on Foundation premises that are to be made using aids such as ladders or scaffolding require the prior consent of the Foundation in text form.
- (7) The Contracting Party recognises general terms and conditions of the Contracting Party that deviate from or supplement these General Terms and Conditions as not included. This shall also apply if the Foundation has not expressly objected to them.

General Terms and
Conditions
of the Bauhaus Dessau
Foundation
for the Realisation of
Photography, Film and
Television Recordings

2023 / 12

2. Exceptions

- (1) Recordings may be made for private purposes and without the use of aids (flash, tripod, etc.) without prior consent in text form within the scope of general guest visits.
- (2) Separate contracts are concluded for professional productions, such as feature films, documentaries and commercials.
- (3) The Foundation does not grant permission for Recordings of exhibitions or exhibited artefacts in any Bauhaus buildings.

3. Scope

- (1) The consent granted relates exclusively to the buildings owned by the Foundation. These are:
 - Bauhaus Building Dessau, Gropiusallee 38, 06846 Dessau-Roßlau;
 - Masters' Houses, Ebertallee 59–71, 06846 Dessau-Roßlau;
 - Bauhaus Museum Dessau, Mies-van-der-Rohe-Platz 1, 06844 Dessau-Roßlau;
 - Steel House, Südstraße 5, 06849 Dessau-Roßlau.

4. Usage fee

- (1) The Foundation charges a usage fee for photography, film and television recordings, which is based on the applicable schedule of fees (Appendix 2).
- (2) The usage fee shall be paid by the Contracting Party within 7 days of invoicing.
- (3) If the Foundation incurs additional expenses (e.g. costs for cleaning, electricity, personnel, etc.) as a result of the photography and/or film work, these expenses will be charged to the contracting party.
- (4) Daily coverage is free of charge.

2
of
4

5. Third party rights

- (1) All personal and other rights of persons depicted and other third parties must be protected.
- (2) The Foundation expressly points out that in the case of works by artists who died less than 70 years ago, copyright and personal rights, among other things, must be taken into account for any type of use – including for private purposes on social media platforms. The consent issued by the Foundation for photography and film work does not include these rights. The Contracting Party must independently clarify any utilisation rights with the relevant rights holders, which are often collecting societies.

6. Rights to use the Recordings

- (1) The Recordings, reproductions or even only parts thereof may only be used for the purpose specified by the contracting party. Any type of reproduction of the Recordings that goes beyond the agreed purpose shall require the Foundation's separate, prior consent in text form.
- (2) The transfer of rights of use to third parties is not permitted. Prior consent in text form must be obtained from the Foundation before any transfer to third parties.

7. Recordings with drones

The use of unmanned aerial vehicles (so-called drones) is generally not permitted in the area of the Foundation's properties.

8. Mention, release and specimen copies

- (1) Whenever the Recordings are published, the Contracting Party shall make appropriate reference to the Foundation as the place of origin of the Recordings.
- (2) If a release obligation is noted on the consent, the Contracting Party undertakes not to publish the Recordings in full and/or in excerpts before they have been submitted to the Foundation and released for publication in text form.
- (3) A complete specimen copy of the publication of each recording (photo/video) must be made available to the Foundation within one month of publication free of charge and without being requested to do so. In the case of online publication, the corresponding link must be sent to the Foundation's image service (schroeter@bauhaus-dessau.de).

9. Liability

- (1) The Contracting Party shall be liable for all damage caused by it or its vicarious agents in connection with or as a result of the

photography or film work, in particular for damage of any kind to buildings, inventory or exhibits.

Bauhaus Dessau
Foundation

- (2) The Foundation shall not be liable for any damage incurred by the Contracting Party in connection with or as a result of the photography or film work, nor for the success or possible obstruction of the photography or film work due to construction work, events or other events taking place at the same time as the photography or film work on the properties.
- (3) The Contracting Party shall indemnify the Foundation against all third-party claims due to alleged infringements of property rights, in particular copyrights, patents, rights of use and industrial property rights of any kind. The indemnification shall also include the costs of any legal representation that may become necessary. The Foundation and the Contracting Party shall inform each other immediately if claims of this kind are asserted against them.

General Terms and
Conditions
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Foundation
for the Realisation of
Photography, Film and
Television Recordings

2023 / 12

10. Withdrawal

- (1) The Foundation reserves the right to withdraw from the contract if one or more provisions of these General Terms and Conditions are not complied with.
- (2) Furthermore, the Foundation is entitled to withdraw from the contract if force majeure, structural characteristics of the historic buildings or circumstances for which the Foundation is not responsible make it impossible to fulfil the contract.

11. Final Provisions

- (1) Amendments to this contract must be made in writing. This also applies to the waiver of the written form requirement.
- (2) This contract shall be governed exclusively by the laws of the Federal Republic of Germany.
- (3) Should any provision of this contract be or become invalid, this shall not affect the validity of the remaining provisions of the contract.
- (4) The exclusive place of jurisdiction for all disputes arising from a contract in connection with the realisation of Recordings is Dessau-Roßlau.

12. Effective date

These General Terms and Conditions come into effect on
1 December 2023.

Appendices

Appendix 1 – House rules
Appendix 2 – Schedule of fees

4
of
4