

APPLICATION FOR A PHOTO/VIDEO PERMIT FOR THE ZOLLVEREIN UNESCO WORLD HERITAGE SITE

Stiftung Zollverein
Bullmannaue 11
45327 Essen

Fax + 49 201 246 81-133
filmfoto.genehmigung@zollverein.de
www.zollverein.de

Please note:

The application does not have to be printed and is valid without signature.

1. download and save
2. fill out and save again
3. send the application via mail to filmfoto.genehmigung@zollverein.de

Personal Information:

Name / Company name _____

Address, Street, No. _____

Post code, Town _____

Phone _____ Fax _____

E-Mail _____

Billing address _____

I hereby apply for the permission to take photos or shoot a video/film at the Zollverein UNESCO World Heritage Site:

1. Subject of shoot:

Photos _____ Video, Title _____ Other _____

2. Date and time:

Date _____

Time _____ Duration of shooting _____

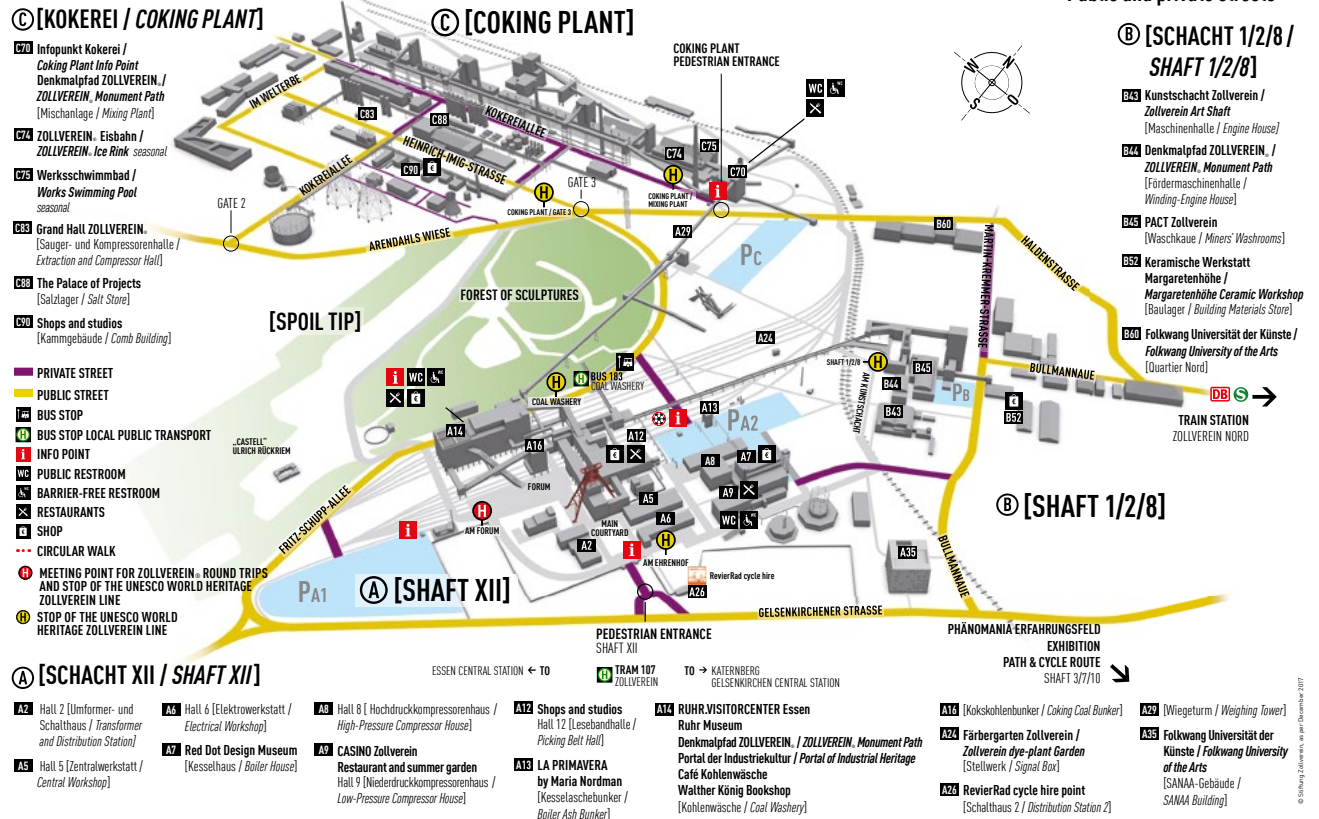
3. Name and number of participants: _____

Mobile number of contact on site: _____

4. Taking photos/shooting will take place at the following locations of the Zollverein UNESCO World Heritage Site area (please mark possible locations on the following map):

ZOLLVEREIN WORLD HERITAGE SITE

- Public and private streets -



Name and number of buildings / areas:

Floor:

5. Content of shooting: Motif / object / product

Name of product:

Product manufacturer:

Client:

Image of product (please attach)

6. Planned installed equipment, set:

7. Purpose of use:

8. It is intended to use the photo/audio/film material as follows:

Number of publication issues / Circulation figures / Number of print runs	Time of publication / Timeframe of publication	Media used for publication / issue
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

9. Other:

I hereby accept the terms and conditions (AGB) of Zollverein Foundation.

Date Name applicant

GENERAL TERMS AND CONDITIONS FOR THE CONDUCT OF PHOTO AND FILM SHOOTINGS / EXERCISE OF THE HOUSEHOLDER'S RIGHTS

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1. General remarks

1.1 Zollverein Foundation (hereafter called "Foundation") is a foundation established by the State of North Rhine-Westphalia and the City of Essen. Its statutory purpose is the maintenance of the monument of the Zollverein Coal Mine and Coking Plant (hereafter called site) to ensure sustainable monument preservation.

This maintenance includes, among other things, public relations activities for the site. To ensure sustainable monument preservation, which is also in the interest of visitors, the Foundation makes contractual arrangements with visitors, who want to take photos and/or film recordings and/or other works with motifs of the site (hereafter called "recordings") for commercial purposes. These contractual arrangements have the following content:

1.2 Any natural person or corporate entity, who enters or has others enter the site with the intention of making recordings for commercial and editorial purposes (with the exception of press reports of the day) accepts the following General Terms and Conditions of the Foundation (hereafter called GTC), and insofar becomes a contractual partner of the Foundation. The GTC also apply to all other cases where the contractual partner enters or has others enter the site with the aim of making recordings for commercial purposes. The contractual partner recognises his own General Terms and Conditions, which deviate from these GTC or amend them, as not included. This also applies if the Foundation has not explicitly objected to them.

1.3 The Foundation exercises its householder's rights valid on the entire site by the following provisions. We ask for your understanding that the Foundation will explicitly refuse to give permission to people to access the site, who would enter the site with the intention to take photos, make films or other works for commercial purposes without having obtained permission from the Foundation pertaining to this individual case in advance according to the following provisions. Entering the site against the wishes of the party entitled is reported to the police as trespassing according to § 123 StGB. All civil claims remain reserved.

¹ *Consisting of Shaft Facilities Zollverein XII, Zollverein 1/2/8 and the Zollverein Coking Plant, with the exception of various interior areas as well as PACT Zollverein (B45), Kunstschacht Zollverein (B43) and the SANAA Building (A35).*

2. Application

2.1 Every contractual partner and any other visitor who intends to make recordings of the site for commercial purposes and/or has them made is obliged to obtain the Foundation's written approval prior to entering the site. By granting the approval, the Foundation as the owner of the site exercises its householder's right. Granting the approval does, however, not form any basis for an obligation of the Foundation to the concede substantive legal positions. In particular, the Foundation is not under the obligation to take care of an undisturbed procedure or the success of the planned recordings.

2.2 For administrative reasons, only applications can be processed, which are made by means of the completely filled in form provided for this purpose. The form is sent online as a PDF file and has to be returned to the Foundation.

2.3 In order to ensure a timely processing of the application, it is recommended to submit the application at least five working days before the relevant date.

3. Usage charge / Reimbursement of expenses

3.1 The contractual partner commits to reimburse all costs for the Foundation, which are incurred by granting the approval and/or in connection with the execution of the recordings. This reimbursement liability covers in particular, but not exclusively:

- 3.1.1 personnel costs for attending employees of the Foundation (as from € 22.50 / hour and attending person during opening hours; as from € 25.50 / hour and attending person outside opening hours), to the extent the Foundation deems necessary,
- 3.1.2 cleaning costs.

3.2 The contractual partner commits to pay a motif fee, which is calculated on the basis of the intended purpose of the recordings, the scope of the intended use of the recordings and the restrictions caused by making the recordings on the site.

4. Usage rights to the recordings

4.1 Unless otherwise agreed in writing, the contractual partner commits for commercial usage to use the recordings and/or copies of them no more than once per usage type stated in the application form. The usage of a recording in parts or in edited form is a usage of the recordings according to sentence 1.

4.2 The contractual partner commits to use the recordings and/or copies of them as a whole and/or in parts in edited and/or unedited form for no other purposes than the ones stated in the application form.

4.3 The contractual partner commits not to forward the recordings and/or copies of them as a whole and/or in parts in edited and/or unedited form to third parties, who are not mentioned in the application according to section 2. In the legitimate case of forwarding, the contractual partner will bind the third party according to the own obligations arising from this agreement for the benefit of the Foundation.

4.4 The contractual partner commits not to grant any usage rights and/or other copyright-relevant rights to the recordings, to sequences or details of recordings and/or edited versions of the recordings to third parties, who are not mentioned in the application according to section 2. In the legitimate case of granting usage rights and/or other copyright-relevant rights according to sentence 1, the contractual partner will bind the third party according to the own obligations arising from this agreement for the benefit of the Foundation.

- 4.5 Insofar as the contractual partner wants to use the recordings in a way exceeding the usage mentioned in the application according to section 2 or wants to grant such rights to the recordings to third parties, who are not mentioned in the application, he commits to previously submit a supplementary application to the Foundation.
- 4.6 The contractual partner commits to safeguard all personal and other rights of depicted persons and other people.
- 5. Release / Specimen copy**
- 5.1 Insofar as the reservation of a release obligation is noted on the Foundation's approval of the recordings, the contractual partner commits not to publish the recordings as a whole and/or in parts, edited and/or unedited form before those same recordings have been presented to the Foundation for approval and have been released for publication.
- 5.2 The contractual partner commits to provide a free specimen copy of each recording for the Foundation. The specimen copy must be sent to the Foundation on the contractual partner's own initiative within one month after the recordings were published. The contractual partner transfers the archiving rights to the specimen copy to the Foundation and assures to be entitled to do so.
- 6. Revocation of the granted approval**
- 6.1 The Foundation has the right to revoke the granted approval for making recordings at any time if the contractual partner infringes an obligation according to section. 4.1 to 4.4, 4.6 and/or 5.1. This is not associated with a withdrawal from or cancellation of the contract.
- 6.2 In case of a revocation according to section 6.1, the contractual partner commits to immediately refrain from using the recordings, also to the extent covered by the approval.
- 7. Liability**
- 7.1 The contractual partner commits to follow the instructions of the Foundation and its auxiliaries at any time. The contractual partner commits to treat the site as well as all its components and accessories with due diligence. The contractual partner commits to respect the smoking ban inside all buildings of the site.
- 7.2 The contractual partner waives the right to claim compensation for any damages against the Foundation, insofar these claims are not based on grossly negligent breaches of duty by the Foundation or on an intentional or grossly negligent breach of duty of a statutory representative or agent of the Foundation, and insofar the claims are not based on damages arising from injury to life, body and health, which are based on a negligent breach of duty by the Foundation or on an intentional or negligent breach of duty of a statutory representative or agent of the Foundation. In particular, all claims are excluded, which result from a possible obstruction of recordings arising from construction measures, events or other activities, which take place on the site at the same time as the recordings. The Foundation references to section 2.1 sentence 2.
- 7.3 The contractual partner commits to compensate any damage caused to the Foundation and/or other users of the site in connection with making the recordings, insofar as the damage is caused by the contractual partner or his vicarious or performing agents. Insofar as the liability for damages concerns the damage of a user of the site, this clause establishes an obligation of the contractual partner to the benefit of the third party.
- 8. Penalty for breach of contract**
- 8.1 The contractual partner commits to pay a penalty for each offence against the obligations according to section 4.1 to 4.4 and/or 5.1 and/or section 6.2.
- 8.2 The amount of the penalty for an offence against an obligation according to section 4.1 to 4.4 is the threefold of what would be appropriate as customary remuneration for the transfer of usage rights to the recordings for the purpose of the usage exceeding the application. As customary remuneration for all types of recordings, the contractual partners agree upon the prices for editorial or commercial usage as listed by the MFM (Mittelstandsgemeinschaft Foto-Marketing).
- 8.3 The amount of the penalty for an offence against an obligation according to section 5.1 and Ziff. 6.1 is € 6,000 for each offence; each singular act will be deemed an individual infringement.
- 9. Miscellaneous**
- 9.1 Alterations and additions to this contract must be made in writing. This shall also apply to any waiver of the written form.
- 9.2 Only German law is applicable on this contract.
- 9.3 If one of the provisions of this contract is or becomes invalid, the validity of the other provisions of this contract shall not be affected. The contractual partners are obliged to replace the ineffective regulation with one that achieves the intended economic success or comes closest to supporting the economic success.
- 9.4 Essen is the sole place of jurisdiction for all disputes arising from the contractual relationship in connection with making recordings.

*This is a translation of the original GTC provided in German.
Only the German version the the GTC is legally binding!*