

**AGREEMENT FOR THE USE OF A LOCATION
FOR A PHOTO, VIDEO OR FILM SHOOT AND EVENTS**

BETWEEN: (1) **Studio Scott BV**, with head office at Schuttersstraat 14A, 8500 Kortrijk,
registered at the BCE/KBO under nr. 0681.880.009.
Hereinafter called "**Studio Scott**";

AND: (2) Name: [REDACTED]
Address: [REDACTED]

VAT nr.:

Phone:

Email:

Hereinafter called the "**User**",

Studio Scott and the User will hereinafter jointly be called the "**Parties**" and each individually the "**Party**".

CONSIDERING THAT:

- (A) Studio Scott specialises in the search and inventory of locations, and signs agreements with the owners of these locations (the "**Owners**") in view of the use of these locations by professional photographers and directors, such as the User, for different types of photo, video, or film shoots and events.
- (B) The User wants to use a location pertaining to the Owner (whose details are mentioned below) with the intent of carrying out (one or more) of the aforementioned activities at the address mentioned below (hereinafter called the "**Location**"):

• Owner's name: [REDACTED]

• Location Address: [REDACTED]

• Phone: [REDACTED]

IT IS AGREED AS FOLLOWS:

1. SUBJECT

1.1. For and on behalf of the Owner, Studio Scott herewith grants the User the right to use the Location at the following dates and conditions:

• Photo / video / film / event?: [REDACTED]

• Product /brand /event of the shoot: [REDACTED] (hereinafter "**Purpose**")

• Number of people present: [REDACTED]

• Dates: [REDACTED]

• Times: Start and finish time: [REDACTED]

• Ref. invoice + contact person: [REDACTED]

For information: A half day has a maximum duration of 5 hours and is either a morning or an afternoon. In case a presence of over 5 hours is needed, a full day will be invoiced. A full day has a maximum duration of 10 hours and a use of maximum 15 people. For more than 15 people, a different rate will be calculated, and the property will be available up to 12 hours per day. Every supplementary hour will be invoiced at €75.00/hour (excl. VAT) from the start of the hour, unless agreed otherwise prior to starting the shoot. For events, every supplementary hour will be invoiced at €100.00/hour (excl. VAT) from the start of the hour. For events, other agreements may be in force and will be agreed upon by email.

- Special conditions (e.g., limited access to certain locations / specific requirements from the Owners): The User and their team must be well aware of the current regulations regarding COVID-19 and must strictly obey these regulations. The User is solely responsible for the safety at the Location.

1.2. Under this agreement, Studio Scott will, to the best of its ability, ensure that the Owner will put the Location at the disposal of the User at the agreed day.

1.3. Parties agree that Studio Scott acts for and on behalf of the Owner in this agreement, so the User has a direct contractual relationship with the Owner.

2. OBLIGATIONS OF THE USER

2.1. Under this agreement, the User commits to:

- always behave as a diligent professional and comply with any reasonable requests or instructions from the Owner;
- check that the Location is in the agreed condition before the start of the shoot. In case any problems are detected, the User must immediately inform the Owner and Studio Scott, before starting the shoot. The User agrees to be solely responsible for any damage to the Location (or any goods belonging to the Owner) that occurs and is registered during or after the shoot, unless, in accordance with this article, the damage was detected by the User before the start of the shoot and the damage was described and acknowledged by the Owner (Owner's signature required);
- return the used Location at the end of the shoot in the same condition as it was at the start of the shoot. Failure to do so will result in an additional cost for the User to pay for cleaning the Location;
- communicate to Studio Scott, at their simple request, the nature of the shoot that will take place; pornographic shoots are explicitly forbidden.
- in general, immediately contact Studio Scott in the event of any problem (Eveline: 0475/52.83.96, Efië: 0476/55.46.02, Debbie: 0475/74.05.97
- always take out a professional liability insurance that offers sufficient cover for the risks of his activity and the shoots at the Location.
- never divulge the Owner's name or the address of the Location to any third party (in the media or otherwise) and to make every reasonable effort to keep the Location and Owner data confidential, except with prior written consent from the Owner;
- use the images of the shoot only for the agreed Purpose. The images of the shoot will under no circumstance be used for any other purpose, except with prior written consent from Studio Scott;

- if so desired, prior to the shoot, get permission from the Owner to use kitchen or other electric appliances that are available at the Location.

2.2. The User is always solely responsible:

- for taking out sufficient insurance for the execution of his activities;
- for any damage caused to the Location or to his equipment, incurred during the shoot or while the equipment is at the Location;
- for the complete organisation of the shoot at the Location (team, models/actors, weather, drink, coffee, and meals...);

3. USER FEE

3.1. For the use of the Location at the conditions and for the duration mentioned in this contract, the User will pay a fee to Studio Scott, amounting to:

€ [REDACTED] (excl. VAT) (hereinafter the “Fee”).

3.2. The User must pay this Fee to Studio Scott within fifteen (15) days after the last day of shooting, on the bank account number of Studio Scott:

BE62 7360 4236 9361. Studio Scott acknowledges that it will transfer this Fee to the Owner (after deduction of Studio Scott's commission).

3.3. In case of (partial) non-payment of an invoice on its due date, the User will be obliged, by law and without prior notification, to pay a 1% penalty interest for each month that has started. In addition, in case of late payment of an invoice, the User will be obliged, by law and without any prior notice, to pay a compensation amounting to 10% of the unpaid invoice amount, with a minimum of €150.00, without prejudice to the right of Studio Scott and/or the Owner to demand a higher compensation after proof of actual losses suffered. All judicial and extrajudicial collection charges will be borne by Studio Scott and/or the Owner. In case of non-payment, Studio Scott has the right to suspend any reservations made by the User until full payment of the invoice is received.

4. DURATION

4.1. This agreement is signed by both Parties at the date of the agreement for the limited duration of the shoot as detailed in article 1.

4.2. From the moment the date and duration of a particular shoot have been agreed upon by all Parties, the Owner and the User can only cancel this contract free of charge in case of force majeure or for serious reasons (e.g., decease or fire). If the Owner cancels the agreement for the aforementioned reasons, the User cannot claim any compensation from the Owner or Studio Scott. In the event of an outdoor shoot, the User can invoke weather conditions as a serious reason for cancellation, only when communicated at least 48 hours in advance. In case of cancellation by the User without serious reason or force majeure, the User must pay a compensation to Studio Scott, amounting to 100% of the Fee. The User acknowledges that Studio Scott is entitled to a discretionary assessment of whether serious reasons or force majeure exist.

5. LIABILITY

- 5.1. In the event of complaints from the Owner about damage to the Location or other complaints during or after the shoot, the User will seek an amicable solution in good faith, at the request of Studio Scott. If an amicable solution cannot be found, the Owner has the right to contact the User directly to obtain compensation for the damage.
- 5.2. In the event of complaints from the User about damage or other complaints during or after the shoot, the User will immediately inform Studio Scott. In that case, Studio Scott will contact the Owner about the issue. If an amicable solution cannot be found, the User has the right to contact the Owner directly to discuss the issue.
- 5.3. If the Owner cannot put the Location at the disposal of the User for serious reasons or force majeure, Studio Scott will contact the User as soon as possible. Except in the event of serious reasons or force majeure, should the Owner (or a third party) not be present at the agreed time to grant the User access to the Location, or if the shoot is rendered impossible for reasons attributable to the Owner, the User can claim from the Owner an amount of maximum 100% of the agreed Fee (after deduction of Studio Scott's commission), increased with any other reasonable production costs. The User explicitly accepts that, in case of wrongful cancellation by the Owner, the total liability for the Owner, is limited to a maximum compensation of €7,500.
- 5.4. Based on this agreement, Studio Scott is merely the intermediary between the User and the Owner and cannot be held liable for any losses suffered by the User. Without prejudice to the foregoing, Studio Scott will only be held liable in case of gross negligence or wilful misconduct in the execution of its activities, with a maximum liability to the User amounting to the agreed Fee.

6. NON-COMPETITION CLAUSE

- 6.1. The User commits to not sign any agreements, directly or indirectly, with the Owner for the use of this Location (or any other Location from the same Owner) for the duration of this agreement and five (5) years after the date of this agreement, nor via any company, family members or any other way, without the mediation of Studio Scott. The User also acknowledges that the Owner is contractually bound by a non-competition clause that determines that the Owner cannot enter into a direct agreement with the User for as long as the Owner offers his Location through Studio Scott.
- 6.2. Should the User fail to comply with this non-competition clause, or should the Owner agree to violate this non-competition clause, this and any other agreement with Studio Scott will be terminated and the User will pay Studio Scott a compensation amounting to five times the agreed Fee.

7. MISCELLANEOUS PROVISIONS

7.1. Confidentiality of the agreement

The existence, subject and content of the current agreement are confidential. Parties commit to not divulge anything to third parties with regards to this agreement, except after prior discussion in the case of (i) a legal or regulatory obligation, (ii) a judicial investigation or (iii) a legal procedure.

7.2. Severability

Should any provisions in this agreement be unenforceable or in violation of a provision of imperative law, this will not have any influence on the validity and enforceability of the other provisions of this agreement. Should the case arise, the Parties will immediately hold discussions in good faith to replace the invalid or unenforceable provision with a provision that is valid and enforceable and as close to the invalid or unenforceable provision as possible.

7.3. Complete agreement

This agreement contains the complete contract between the Parties. This agreement replaces any previous correspondence, declarations, guarantees or agreements with regards to the subject of this agreement. This agreement can only be changed through a written agreement signed by all Parties. Practical arrangements on the execution of this agreement can be agreed by email between Parties.

7.4. Transferability

No Party can transfer their rights or obligations under this agreement without the prior written consent of the other Party. Notwithstanding the above, Studio Scott will always reserve the right to transfer this agreement to a company connected to Studio Scott or its associates, by simple notification to the User.

8. GOVERNING LAW AND COMPETENT COURTS

This agreement is subject to Belgian legislation.

All litigation resulting from or relating to the present agreement will be settled in the exclusive jurisdiction of the courts of Kortrijk.

Signed at _____, on _____. This agreement was drawn up in two (2) originals, of which each Party confirms to have received one original.

Studio Scott

Name: Studio Scott BV

The User

Name: _____