

corange

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For location scouting and placement, organization, and production support—both online and offline—provided by corange, hereinafter referred to as “corange”

Preamble

corange offers services in the areas of location scouting and placement, production organization, and production support—both on-site and online. The Client has been expressly informed by corange that corange negotiates, in the name and on behalf of the Client, with local parties who hold rights of use/access, etc., to specific locations or who possess the necessary expertise related to the event. The fees, dates, and permits, etc., agreed upon with these individuals are not binding on them until the fees demanded by these individuals have been paid. The Client has therefore been informed that it has no enforceable claims against corange for the fulfillment of the agreements reached between corange and the persons authorized to grant such rights. The risk regarding the feasibility of the project and the risk associated with the aforementioned facts has been sufficiently explained to the Client. Despite these circumstances, the Client accepts the General Terms and Conditions set forth below.

1. General Provisions

1.1 These General Terms and Conditions shall exclusively govern all services provided by corange, represented by Christian Anslinger, Brunnenstrasse 169, 10119 Berlin, including but not limited to client support, concept development, event planning and organisation, and the procurement or arrangement of services provided by third parties.

1.2 Any conflicting or deviating terms and conditions of the Client shall only apply if expressly acknowledged by corange in writing.

1.3 Any amendments to or supplements of these General Terms and Conditions must be made in writing.

1.4 Should any provision of these General Terms and Conditions become invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. The invalid provision shall be replaced by a valid provision that most closely reflects the economic intent and purpose of the original provision.

2. Formation of Contract

2.1 It is common practice within the industry that assignments are frequently placed and/or confirmed verbally, by telephone or electronically without a written purchase order.

Where corange commences work on the basis of an assignment given or confirmed verbally, by telephone or electronically, the contract shall be deemed concluded upon corange's verbal, telephone or electronic acceptance of the assignment, even if no subsequent written order or written confirmation is issued.

The Client's verbal, written or electronic instruction shall constitute a binding obligation to pay the agreed fees, expenses and any other agreed costs.

2.2 The contractual relationship shall be based on the respective proposal issued by corange, setting out the agreed scope of services and the corresponding remuneration.

All quotations submitted by corange are non-binding unless expressly stated otherwise.

2.3 Unless otherwise agreed, the Client shall pay corange the daily fee agreed between the parties together with any agreed telephone flat-rate charges, mileage reimbursement and the applicable statutory Value Added Tax (VAT).

2.4 Fees charged by corange for location scouting services are payable irrespective of whether the search is successful or whether any proposed location is ultimately used. Remuneration is due solely for the professional services rendered in carrying out the location search. For assignments outside the city or region in which the respective corange office is located, the Client shall additionally reimburse all travel expenses and other out-of-pocket costs incurred. The agreed fee rates are binding. No discounts, cash discounts or similar reductions shall be granted. corange shall not be obliged to accept any assignment. An assignment shall only be deemed accepted once confirmed verbally, by telephone, in writing, by facsimile or by commencement of performance.

2.5 Where corange concludes agreements with third parties for the purpose of organising or carrying out an event, such agreements shall be concluded exclusively in the name of and on behalf of the Client acting under the Client's authority.

This applies in particular to the rental of venues, catering agreements and contracts concluded with artists, performers or other service providers.

3. Services and Remuneration

3.1 Unless otherwise agreed, corange's entitlement to remuneration for each individual service shall arise as soon as the respective service has been performed.

3.2 corange shall be entitled to request advance payments of at least fifty percent (50%) of the agreed remuneration in order to cover its anticipated expenses.

3.3 Any cost estimates or budgets provided by corange are non-binding unless expressly agreed otherwise in writing.

4. Presentations

If corange does not receive an assignment following participation in a presentation, all services rendered by corange, including but not limited to all concepts, ideas, documents and presentation materials, shall remain the exclusive property of corange.

The Client shall not be entitled to use, reproduce, disclose or exploit such materials in any form whatsoever without the prior written consent of corange

5. Ownership Rights and Intellectual Property

5.1 All services provided by corange, including but not limited to concepts, ideas, event concepts, location research, documentation and other work results, shall remain the exclusive property of corange.

Upon payment of the agreed remuneration, the Client acquires only the non-exclusive right to use such services for the contractually agreed purpose.

Location materials supplied by corange—including, without limitation, location data sheets, photographs, videos, maps, plans and comparable documentation—are provided exclusively for the one-time execution of the specific assignment for which they were supplied.

The Client shall not be entitled to reproduce, distribute, publish, disclose to third parties, use for any purpose other than the agreed assignment, or retain such materials for future projects.

In particular, the Client shall not use the information or documentation provided by corange to contact location owners or authorised representatives directly, nor to arrange bookings or agreements while circumventing corange.

Unless otherwise agreed in writing, the Client may use corange's services solely for its own purposes and only for the duration of the respective contractual relationship.

In the event of any breach of these provisions, the Client shall pay liquidated damages equal to twenty-five percent (25%) of the total contract value of the original assignment. corange reserves the right to claim higher damages where such damages can be specifically demonstrated.

5.2 Any modification, adaptation or alteration of services or work products created by corange shall require the prior written consent of corange and, where applicable, the consent of the respective copyright holder.

5.3 Any use of services provided by corange beyond the originally agreed purpose or scope of use shall require the prior written consent of corange, irrespective of whether such services are protected by copyright or other intellectual property rights.

In such cases, corange and, where applicable, the respective author or rights holder shall be entitled to appropriate additional remuneration.

6. Termination

6.1 The Client may terminate the contractual relationship with corange at any time.

However, any premature termination shall not affect corange's entitlement to remuneration for services already rendered or to the following cancellation fees based on the agreed remuneration:

- **up to twelve (12) months** prior to the scheduled event date: **25%** of the agreed fee;
- **up to six (6) months** prior to the scheduled event date: **50%** of the agreed fee;
- **four (4) months or less** prior to the scheduled event date: **100%** of the agreed fee.

6.2 The right of either party to terminate the contract for good cause (extraordinary termination) shall remain unaffected.

In particular, corange shall be entitled to terminate the contract with immediate effect if the Client fails to pay the agreed remuneration when due.

6.3 corange shall furthermore be entitled to terminate the contract if, despite prior notice, the Client fails to provide the agreed budget or other payments required under the contractual arrangements.

7. Liability

7.1 corange shall perform its services with reasonable skill and care and shall exercise the diligence of a prudent business operator in selecting, instructing and supervising any third-party service providers.

7.2 The liability of corange shall be governed exclusively by the written agreements between the parties. Any claims not expressly provided for therein—including claims for damages irrespective of their legal basis—shall be excluded unless such claims arise from intentional misconduct or gross negligence on the part of corange, its legal representatives or its vicarious agents.

7.3 To the fullest extent permitted by applicable law, the aggregate liability of corange, irrespective of the legal basis of the claim, shall be limited to the amount of the agreed remuneration payable under the respective contract.

7.4 Where corange has claims for damages or indemnification against third parties arising from the performance of the contract, corange may assign such claims to the Client, provided the Client accepts such assignment. Upon such assignment, the Client shall have no further claims against corange in respect of the relevant matter. The Client shall enforce any assigned claims at its own expense and risk.

7.5 Where corange is engaged to perform location scouting services, such services shall be rendered against the agreed remuneration without any guarantee that a suitable location will ultimately be secured or become available.

corange shall not be liable for production disruptions, delays or cancellations resulting from circumstances beyond its reasonable control, including but not limited to:

- force majeure;
- accidents;
- natural disasters;
- adverse weather conditions;
- refusal or withdrawal of governmental or regulatory permits;
- political unrest;
- cancellations or booking errors by third-party suppliers;
- acts, omissions, errors or delays of subcontractors or other third parties;
- withdrawal of previously granted permits or approvals;
- short-notice fee increases imposed by location owners or other authorised parties; or
- any comparable circumstances beyond corange's direct control.

Likewise, corange shall not be liable where a location scout, location manager or other personnel engaged by corange become unexpectedly unable to perform their duties due to illness, accident or similar circumstances.

Under no circumstances shall corange be liable for claims asserted by location owners, rights holders, governmental authorities or other persons exercising legal control over locations arranged by corange for photographic, film or event productions, where such claims arise from damage, misconduct or contractual breaches caused by the Client or the Client's representatives before, during or after the production.

Responsibility for all liability, insurance coverage and indemnification relating to such matters shall rest solely with the Client.

7.6 The Client, as organiser of the event, shall procure and maintain adequate public liability insurance covering the event for its entire duration.

8. Payment

8.1 Invoices issued by corange shall be due and payable immediately upon receipt without deduction. In the event of late payment, default interest shall accrue at a rate of **eight (8) percentage points above the applicable statutory base interest rate**, unless mandatory law provides otherwise. The right to claim further damages resulting from delayed payment shall remain unaffected.

8.2 The Client may only offset claims that are undisputed or have been finally determined by a court of competent jurisdiction. The Client shall have no right of retention except where such right is based on an undisputed or legally established claim.

9. Warranty and Damages

9.1 The Client shall notify corange in writing of any complaints or objections without undue delay and, in any event, within **three (3) business days** after the respective service has been performed, stating the reasons for such complaint.

If the complaint is justified and submitted within the prescribed period, the Client shall be entitled to claim damages.

The parties agree that any claim for damages against corange, irrespective of its legal basis, shall be limited to the amount of the agreed remuneration payable under the respective contract.

9.2 Any further claims for damages by the Client—including, without limitation, claims arising from impossibility of performance, breach of contractual obligations, culpa in contrahendo (pre-contractual liability), defective or incomplete performance, or tort—shall be excluded unless such claims result from intentional misconduct or gross negligence on the part of corange.

10. Governing Law

These General Terms and Conditions, the contractual relationship between the Client and corange, the formation, validity, interpretation and performance of the contract, as well as any rights and obligations arising therefrom, shall be governed exclusively by the laws of the Federal Republic of Germany, excluding its conflict of laws provisions.

11. Place of Jurisdiction

The exclusive place of jurisdiction for all disputes arising directly or indirectly out of or in connection with the contractual relationship between corange and the Client shall be **Berlin, Germany**, to the extent permitted by applicable law.

12. Miscellaneous

12.1 Confidentiality The parties undertake to treat as strictly confidential all information obtained in connection with their business relationship.

This obligation shall continue to apply after termination or completion of the contractual relationship.

12.2 Severability Should any provision of these General Terms and Conditions be or become invalid, illegal or unenforceable, the validity of the remaining provisions shall remain unaffected.

The invalid or unenforceable provision shall be replaced by a valid provision that most closely reflects the commercial intent of the original provision.

12.3 Assignment The Client may assign rights or claims arising under this Agreement only with the prior written consent of corange.

The Client acknowledges that, for the purposes of contract administration and performance, personal and business-related data may be stored and processed in accordance with the applicable data protection laws.

Effective as of July 2026