

# TERMS AND CONDITIONS: FACTORY BERLIN MUSIC STUDIO

LAST UPDATED: JULY 2022

## I. GENERAL

The provider of the services described in these general Terms and Conditions ("T&Cs") is Factory Works GmbH, Rheinsberger Str. 76/77, 10115 Berlin ("**Factory Berlin**"). Factory Berlin is an innovation and business club designed to promote the networking of individuals and innovative businesses, with a focus on collaboration across businesses on success factors of (digital) transformation and innovation. To this end, Factory Berlin concludes contracts with selected individuals and companies ("**Members**" or "**Partners**") that provide Members with access to a global network ("**Factory Berlin Community**") as well as to three areas including selected spaces at Rheinsberger Str. 76/77, 10115 Berlin ("**Factory Berlin Mitte**"), at Lohmühlenstraße 65, 12435 Berlin ("**Factory Berlin Görlitzer Park**") and at Stadtdeich 2-4, 20097 Hamburg ("**Factory Hammerbrooklyn**", all three campuses together "**Factory Berlin Campus**"). Unless otherwise agreed in individual contracts, the provisions of these T&Cs apply exclusively. Any terms and conditions of the Member or Partner do not apply, unless Factory Berlin has explicitly accepted the respective terms and conditions in writing. These T&Cs apply to the use of Factory Berlin Music Studio ("**Music Studio**"), located in the Creators Lab, Campus Görlitzer Park, in addition to the General T&Cs of Factory Berlin, which can be accessed here.

## II. ONBOARDING

1. Before being allowed to use the Music Studio, the Member is required to sign the Factory Berlin Music Studio Terms & Conditions Form, and agree to the following Terms & Conditions in order to use the space.
2. Once reading and signing the Music Studio Terms & Conditions Form, the Member will be able to book sessions in the Music Studio, subject to availability.
3. By reading, accepting and signing the Factory Berlin Music Studio Terms & Conditions Form, the Member is formally onboarded, and therefore liable.

## III. BOOKING & BOOKING PERIODS

1. Only Members who have signed the Music Studio Onboarding are allowed to book Music Studio sessions. A booking link will be provided by the Community Front Desk, or by the Music Studio manager
2. The Music Studio is bookable for sessions Monday to Friday, 08:00 am to 09:00 pm.
3. Each booking is a two (2) hour session slot, with a maximum of two (2) a day.
4. A maximum of four (4) sessions can be made per week. Exceeding bookings will be deleted.
5. Prior to your booking, please head to the Community Front Desk and request access to the music studio.
6. There is no entitlement to the use of the Music Studio.
7. Factory Berlin reserves the right to block the Music Studio in exceptional cases when needed, with a minimum notice of 1 hour. If a booked session is cancelled less than 24 hours before, the Member will be granted an extra session for any inconveniences caused.

## IV. RULES OF CONDUCT

1. **No-Show / Three Strike Policy:** Factory Berlin wants to give all members the fair chance to use the Music Studio. Therefore, it will be noted if a member does not attend the session or is more than 30 minutes late. In case this happens more than three (3) times, a suspension of one month will be made set to the Member's Music Studio access privileges. It is, of course, always possible to cancel a booked session.
2. The requested access **may not** be shared with another Member.

3. Food and alcoholic drinks are **not allowed** inside the Music Studio. Other drinks **may be consumed**, using the coffee table as a surface.
4. Pets are **not allowed** inside the Music Studio.
5. The Member is expected to have basic knowledge of how a music studio works, as it is set in a plug-and-play setup. Members are allowed to book the music studio as a space for film shooting, rehearsal space, but not as a meeting room.
6. Members **must leave** the music studio in the same way they encountered it. Members **should not** remove furniture, cables and music gear from their set position.
7. Guests are allowed in the Music Studio, as long as **the member who booked the session is present**. Guests are not allowed to be left unsupervised. Guests in this sense are only official guests of Factory Berlin Members, according to the guest policy of Factory Berlin.
8. Content can be stored during the session, on the studio PC. For this, the external hard disk named "Music Studio External" should be used. **Please note:** The content must be transferred to a separate (private) hard disk at the end of the session. Content left on the studio PC will be deleted.

#### V. LIABILITY

1. The Member who booked the Music Studio **will be held liable** for any damages caused during a booked Music Studio session.
2. Factory Berlin **is not liable for any loss** of content or data, or stealing of content or data that is left on the provided external hard disk. This also applies to the recording session.

#### ABOUT FACTORY BERLIN

Factory Berlin is a curated network of over 4500 members from across disciplines, coming together to re-imagine the world. Gathering the most ambitious creators, we empower our diverse community to connect, collaborate and thrive together. As a platform for collaboration, exchange and co-creation, our digital tools, community spaces, startup labs, events and programs give creators access to the network and tools they need to realise their ambitions and create lasting positive impact. The ever-growing Factory Berlin family includes two Berlin-based locations, Hamburg's Factory Hammerbrooklyn spaces, The New School and CODE University of Applied Sciences academic institutions, and Riverside Studios creative community. Supported by partners like Berchain, Google for Startups, McKinsey & Company, and Entrepreneur First (EF), the Factory Berlin culture empowers creators to build a better world. For further information: [www.factoryberlin.com](http://www.factoryberlin.com).

#### APPROVAL BY FACTORY WORKS GMBH:

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PLACE /DATE

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NAME (IN CAPITAL LETTERS)

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SIGNATURE OF EXTERNAL REQUESTER

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SIGNATURE