

**Guidelines of the Kulturstiftung DessauWörlitz (KsdW)  
on film and photography shoots of monuments in the care of the  
Foundation, their interior furnishings and their grounds**



**1. General introduction**

As a general principle, the unrestricted production of film and photography shoots is not possible. This is for the protection of the monuments, their interior furnishings and their grounds, the reputation in which they are held, and their status as outstanding cultural assets. Especially in the case of images made for commercial purposes, interior shoots, and images of locations situated away from public roads, the Foundation reserves the right to insist that the creation and use of such images be subject to its approval. Its benchmark requirement shall be a solicitous and respectful approach to the historic buildings, gardens and art treasures assigned to the care of the Foundation. Procedural details shall be governed by the following guidelines.

**2. Duty to obtain consent**

The production of film and photography shoots of monuments in the care of the Foundation, their interior furnishings and their grounds requires prior consent except for buildings and locations situated on public roads or paths or in public spaces (Para. 59 Copyright Act) and small numbers of exterior shoots for private use.

Consent shall be granted at the due discretion of the Foundation.

It shall not be granted if such consent would result in an endangerment of property owned by the Foundation or in an unwarranted restriction of general public access. Nor shall it be granted if the images and their usage would be incompatible with the responsibilities, status or profile of the Foundation.

### **3. Responsibility**

The following are responsible for granting consent:

- the director or his representative in the case of films and press photos;
- the Library/Picture Archive/Archive/Publications department in the case of photos (with the exception of press photos).

The relevant agencies are responsible for ensuring the involvement of all divisions concerned.

### **4. Conditions for the granting of consent**

4.1. Authorisation for the production of film and photography shoots is contingent upon a prior written agreement on a reasonable location fee and the reimbursement of any costs arising for the Foundation. This agreement shall take into account the conservational, technical and organisational terms and conditions for film and photography shoots.

4.1.1. Location fee for the creation of images

4.1.1.1. Agreements on location fees shall be based on the scale of tariffs charged by the Foundation.

The director of the Foundation shall set the tariffs.

4.1.1.2. When deciding what level of fee is appropriate, the extent of access and of the associated disruption shall be taken into account, as shall the historic and artistic value of the subject of the images.

4.1.1.3. No location fee shall be charged for

- topical news coverage,
- news coverage in which there is public interest, particularly from a historical viewpoint,
- films for the University of Television and Film and comparable state or state-funded institutions,
- images which serve to promote the Foundation in an appropriate manner.

Compensation shall be charged for all expenses resulting from the creation of the images and for loss of income. This includes in particular service costs (power consumption, heating, cleaning, etc.), unless such services are provided by the other party, reimbursement of expenses for employees monitoring, advising and briefing the other party (wages, salaries, etc.) and the reimbursement of any shortfall in entrance fees, etc. Trivial expenses may be waived if it is anticipated that charging them would be clearly disproportionate to the administrative costs involved in their calculation.

4.2. The following must also be agreed:

4.2.1. The Foundation shall not be liable for any loss or damage incurred by the other party. The other party shall be liable for all personal and property damage arising from its activities, and shall undertake to bear them independently. This shall not apply if loss or damage results from the malicious or grossly negligent action of employees or agents of the Foundation.

4.2.2. The other party shall undertake to comply with fire regulations and other relevant provisions, and to provide evidence of adequate third-party insurance, should this be deemed necessary by the Foundation.

4.2.3. Consent shall be withdrawn if the property to be filmed or photographed is unavailable due to unforeseen circumstances, or a contemporaneous event would thereby be prejudiced. It is a further condition that the Foundation must be in a position to provide its own staff over the course of the planned project (e.g. in a supervisory capacity). If consent is withdrawn for one of these reasons, no claim for compensation against the Foundation by the other party shall be accepted.

4.3. Reproduction and publication of the images requires the prior written consent of the Foundation. Charges shall be levied for the granting of a reproduction permit in accordance with the current price list of the picture archive. The General Terms and Conditions of the Foundation's picture archive governing the reproduction of picture material shall apply.

## 5. **Date of inception**

These guidelines shall enter into force by resolution of the board of trustees.

(Resolution passed on 28/10/1999)