

Rental and Use Agreement for the Media Lab of the University of Konstanz (Department of Literature, Art and Media Studies)

Between the University of Konstanz, represented by the media didactic manager or the technical-editorial manager (hereinafter referred to as Media Lab) and

First and Last Name, if applicable student/employee ID (hereinafter referred to as Borrower and User)

The following agreement is made for the rental of equipment and the use of the Media Lab of the University of Konstanz (Department of Literature Studies):

I. General

§1 Scope

¹This agreement regulates both the rental of equipment from the inventory of the Media Lab and the use of the equipment provided on site. ²The Media Lab is open during the posted or online hours of operation for use and rental.

§2 Entitled Borrowers/Users and Purpose of Rental/Use of the Lab

(1) Only members of the University of Konstanz are entitled to borrow and use equipment.

(2) ¹The equipment and technical facilities of the Media Lab may only be used for projects of applied research, within the scope of teaching, or for public relations at the University of Konstanz. ²Use for other (exclusively private or commercial) purposes is not permitted. ³Violation may result in the loss of borrowing and usage rights.

(3) There is no legal claim to borrow equipment or use the Media Lab.

II. Rental

§3 Rental Procedures

(1) The rental is free of charge.

(2) ¹Requests for a rental must be sent exclusively by e-mail to the address ausleihe.medienlabor@uni-konstanz.de at least seven working days prior to the desired date of issue. ²Requests in another form cannot be accepted. ³The email must include the status (student, employee, etc.), device, purpose, and intended duration of the rental. ⁴Whether the device is reserved and the duration of the rental will be communicated via email.

(3) The borrower must indicate the duration for which the devices are required during the rental.

(4) ¹The equipment is issued exclusively during the opening hours of the media lab and personally to the borrower. ²Upon issuance, the student or employee ID card and proof of use according to § 2 para. 2 sentence 1 must be presented.

(5) ¹The borrower, together with the media lab employee responsible for the rental, checks the rented equipment for defects upon delivery. ²The result of the check is noted and confirmed by signature by both the borrower and the employee.

(6) ¹The borrower is informed about the handling of the equipment by expert personnel. ²If the borrower has any questions about the use of the device, they must be clarified immediately with the media lab staff.

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Obligations of the borrower

(1) The equipment may not be given to third parties; violations lead to immediate revocation of borrowing rights.

(2) ¹The borrower treats the equipment carefully and uses it only for its intended purpose. ²In particular, they ensure the proper installation and configuration of the systems and are responsible for any necessary inspections by authorities. ³All spotlights and parts mounted above the audience must be secured with ropes or chains. ⁴Trusses, stands, and devices must be secured against falling or tipping. ⁵Depending on the venue, guy wires may also need to be used. ⁶When using trusses, the allowable deflection and maximum permissible point load must be observed. ⁷The load must be distributed evenly in any case. ⁸Ensure that the correct type and/or voltage of electricity is applied and only suitable power sources are used.

(3) ¹Damage and defects must be reported to the media lab immediately upon discovery. ²In the event of a lost device, the media lab must be informed immediately. In the case of theft or willful damage by third parties, both the media lab and the police must be notified.

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Return

¹The equipment must be returned to the media lab in full by the agreed-upon time at the latest. ²§ 3 para. 4 applies to the return accordingly. ³Early return is only possible by arrangement.

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Consequences of late return and liability for damages and defects

(1) ¹If the equipment is returned later than the agreed-upon time, €5,00 can be charged per day exceeded; the amount must be paid immediately and in cash upon return against receipt of a receipt. ²If the return is not made by the 20th day after the agreed-upon date, the media lab can obtain a replacement for the borrowed equipment. ³The borrower bears the costs; the deposit will be offset against the necessary amount. ⁴The deadline can be extended if the borrower can provide a valid medical certificate.

(2) ¹The borrower is liable for damages and defects resulting from unsuitable or improper use, failure to observe operating instructions from the media lab, or faulty or negligent treatment, as well as for changes made to the equipment, parts replaced, or accessories used that do not correspond to the original specifications. ²The same applies to damages and defects caused by fire, lightning, explosion or network-related power surges, moisture of any kind, incorrect or missing program software and/or processing data, unless the borrower can prove that these circumstances are not the cause of the defect or damage.

III. Use of the Workstations

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Conditions of use

(1) The use of the workstations is only possible during the opening hours of the media lab and after prior instruction by the media lab staff.

(2) Each user will be registered by the responsible staff member with their name, location, and duration of presence in a list.

(3) At the beginning of use, the user checks the devices for defects together with the responsible staff member. The result of the check is noted and confirmed by the user and the staff member by signature. The user also confirms by signature that any devices brought by them have been checked and are free of malicious software and defects that could damage the equipment in the media lab.

§8

Rules of use/Principles of use

(1) Free USB ports and power outlets are located directly at each workstation. Alterations to the workstations are strictly prohibited.

(2) When using the software provided on the computers, the legal regulations (copyright and licensing law, exploitation rights for copyrighted works, data protection law) as well as the licensing conditions of the respective manufacturer must be observed. Any copyright notice or registration numbers in the software may not be removed. It is expressly prohibited to copy or otherwise reproduce the software, in whole or in part, in its original or modified form into other software. The user is liable for all damages caused by them due to copyright infringement or the violation of contractual provisions.

(3) The installation of software components on the computers by the user is prohibited.

(4) Each user must create a folder with their first and last name for storing files. This folder will be deleted by the media lab four weeks after the user's work has ended.

(5) Commercial exploitation of the resulting works of any kind is prohibited.

(6) The media lab is not liable for any violations of copyright and performance protection law by the user.

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Principles of Conduct and Liability

(1) The room must be locked when leaving. After completing work, the room must be left in a proper condition, the computers must be shut down, lights and main switches turned off, and windows must be closed. The user is not allowed to grant access to the room to anyone who has not been expressly authorized by a staff member of the media lab.

(2) The entire facility must be treated with care, particularly smoking is prohibited in the editing room. Eating and drinking is not allowed at the workstations and is only permitted in the social area of the editing room. Violations can lead to an immediate ban on use. If the user detects any damage during use, they must inform the responsible staff member immediately.

(3) The user is liable for intent and negligence for any damages to the workstations caused by improper use, failure to follow instructions from the media lab staff, as well as violations of contractual conditions.

Place, Date

Signature of Media Lab

Signature of Borrower