



## Agreement for use of AFTRS' desk at Charlie's

### Agreement details:

Workspace details	
AIF	<b>Australians in Film</b>
Premises	The premises that <b>AIF</b> lease at: Raleigh Studios 650 North Bronson Avenue Suite 211 Bronson Building, Los Angeles CA 90004
Work Space	AFTRS' one (1) desk on the Premises in Room 211A
Personal information	
Your name (You)	
Contact Mobile Phone Number	
Email Address	
Mailing Address	
Booking information	
Purpose of use	
Workspace dates/ times of use	[[24/7] during Regular Business Hours of the Bronson building (currently 8:00 am to 6:00 pm on Regular Business Days (currently all weekdays except legal and government holidays))
Meeting Room dates/ times of use	
Service animal (if any)	<b>Yes/No</b>
Details of any guests (name; address; email;)	
Other details	

AFTRS permits you, and you agree, to use the Work Space and the Premises for the purpose, at the times and on the dates specified in the Agreement Details and on the attached *Conditions of Use*.

### Executed as an agreement

#### Agreed to by you:

.....  
Signature

.....  
Date



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Signed for the **Australian Film, Television and Radio School** by its authorised representative:

.....  
Signature

.....  
Date

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### Conditions of use

#### What you can use – benefits

1. Once AIF confirms you have been added to the desk users' list, you may:
  - a. have exclusive use of the Work Space (which is in an open, shared space) for the period specified in the Agreement details;
  - b. have non-exclusive access to and use of the kitchen and bathroom, including shower, at the Premises for the same period as your period of use of the Work Space but only for temporary use and not for continuous, everyday use;
  - c. have exclusive use of the room designated as the meeting room by AIF at the Premises (currently Room 211B), subject to availability and your prior reservation;
  - d. have access to and reasonable use of the Network Services (Wi-Fi service) provided by AIF's landlord (**Landlord**) to AIF, subject to Landlord's rules and restrictions;
  - e. have access to and reasonable use of printers, copiers and/or scanners made publicly available or available to AIF industry members or other users of the Premises to the extent printers, copiers and/or scanners are owned or leased by AIF and are present on the Premises;
  - f. receive instruction from AIF on how to access heat, air-conditioning and ventilation outside Regular Business Hours on Regular Business Days;
  - g. receive mail by post and/or courier at the Premises for business purposes during Regular Business Hours (but not to use the Premises as your personal address);
  - h. park at AIF's landlord's rate (currently USD \$10 per day) and to access street parking;
  - i. book through AIF, Raleigh Studios screening facilities (three theatres: Chaplin (160 seats), Pickford (36 seats) and Fairbanks (36 seats) if and when available, in advance, at tenant rates as charged to AIF.
2. You acknowledge that AIF may:
  - a. change these entitlements and the Work Space at any time;
  - b. access the Work Space with or without notice for safety or emergency or any other reasonable purposes; and
  - c. require you to abide by other rules and regulations.
3. You are also required to comply with the Landlord's rules, regulations and requirements to the extent they apply to you.

#### How you use the Premises – House Rules

4. You will make yourself available at the Premises for an orientation, induction and de-orientation from an AIF staff member.
5. You agree to:
  - a. follow instructions given by AIF personnel and follow any directions displayed on the Premises;
  - b. keep the Work Space clean and tidy and in good condition except for fair wear and tear; and
  - c. comply with any specific special conditions imposed on your use of the Work Space and the Premises.
6. You are not allowed to:
  - a. stay overnight or sleep on the Premises;
  - b. misrepresent yourself to AIF;

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- c. bring an animal onto the Premises (except for a service animal permitted by applicable law but in that event may be required to produce proof of vaccination for the animal in a form satisfactory to AIF and authorisation of the animal as a service animal). You are responsible for any injury or damage caused by any animal you or your guests bring onto the Premises, however, neither AFTRS nor AIF is responsible for any injury to or theft or loss of the service animal;
- d. conduct or pursue any illegal activities, or activities generally regarded as offensive, or activities that violate applicable U.S. economic sanctions laws or cause AIF to be in violation of such U.S. economic sanctions laws;
- e. make any alterations to the Work Space or the Premises, including by bringing in decorative items, without AIF's prior written consent; or
- f. take, copy or use for any purpose the name "Australians in Film" or "AIF" or any of AIF's other business names, trademarks, service marks, logos, trade dress, other identifiers or other intellectual property or modified or altered versions of the same, or take, copy or use for any purpose any pictures or illustrations of any portion of the Premises, without AIF's prior consent, and this provision survives termination of this Agreement.

### Keys, AIF property and your property

7. You are not permitted to make any copies of any keys or other means of entry to the Work Space or the Premises or to lend, share or transfer any keys or keycards to any third party, unless authorised by AIF in advance.
8. You must safeguard AIF property, not remove any from the Premises, and report any lost, stolen, damaged or destroyed AIF property and Premises to AIF at the earliest opportunity. You may be liable for replacement fees should any AIF property be lost, stolen or destroyed, including keys and key cards.
9. You must not leave out personal property in shared office/meeting room/communal spaces on the Premises after business hours and/or when you are not on the Premises and you must remove your property from the Work Space and Premises when asked. Your computers, documents and other devices and property are solely at your risk of loss, damage, destruction or theft.

### Use of the meeting room and guests

10. You must:
  - a. obtain AIF's approval (which may be subject to restrictions) to any reception or networking event (as opposed to a business meeting) in the meeting room, to any catering, and to use of additional equipment in the meeting room;
  - b. register all of your guests with AIF before they enter the Premises and AIF may require you to perform additional steps according to AIF policies. You must give your guests relevant information from your induction and ensure your guests comply with the same conditions as you as set out in this Agreement; and
  - c. obtain AIF's prior permission if you wish to have more than 10 guests.

### Working in a shared space

13. You will:
  - a. use discretion as to conversation so that everyone can have a reasonably quiet work space. If others are present, you will not use cell phones, Skype or other voice devices or play music, video, audio-visual works or other audio works or other voice or audio devices in the Work Space area (except with the use of headphones) unless all those using the Work Space area agree to such use; and

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- b. keep any documents, materials or information you view in the Premises whether belonging to you or anyone else strictly confidential except to the extent disclosure is required by law, rule, regulation, legal process or government request.

14. You will not:

- a. take, copy or use any information or intellectual property belonging to other people or organisations using or who may use the Premises or their desk users, other invitees or guests, including, without limitation personal names, likenesses, voices, business names, trademarks, service marks, logos, trade, dress, other identifiers or other intellectual property, or modified or altered versions of the same, and this provision will survive termination of this Agreement; or
- b. perform any activity that is reasonably likely to be disruptive or dangerous or a nuisance to AIF, the Landlord or any other people or organisations who may use or are neighbouring the Premises, or AIF's or any of their respective employees, guests or property, including, without limitation, the Work Space or the Premises or Raleigh Studios.

### Technology

15. You understand that the internet service at the Premises is provided by the Landlord. If you use this service you agree that AIF and the Landlord may monitor your access to and activity on the internet and that neither AFTRS, AIF, the Landlord nor any third party:
- a. is responsible for any damage to your electronic equipment in relation to technical support or downloading and installation of any software;
  - b. assume any liability or warranty if any manufacturer warranties are voided;
  - c. offer any verbal warranty or written warranty (express or implied) about the success of any technical support; or
  - d. are responsible for any failure of internet services.

### Use of your personal information

16. You understand and consent to the following:
- a. for security reasons, a recording being made of you in the Premises by video;
  - b. AIF creating a profile of you from information it is sent by AFTRS, which may include your photograph and may be viewable by AIF's employees, agents and other organisations which may use the Premises;
  - c. AIF disclosing information about you as necessary to satisfy any applicable law, rule, regulation, legal process or government request or Landlord request or as AIF otherwise deems reasonably necessary to protect them and other desk users; and
  - d. AIF using your name, likeness, and voice and those of your guests when you or they are in the Premises (including the Work Space) in connection with promoting AIF's businesses, products and services and its use of the Premises.

### Risk, insurance, liability and indemnity

19. Your use of the Workspace and the Premises is entirely at your own risk and you are responsible for the acts and omissions of (including all damages caused by) both yourself and your guests. To the extent permitted by law, you, on your own behalf and on behalf of your guests, waive any and all claims and rights against AFTRS resulting from injury or damage to any person or property, and destruction, theft, or loss of any property. Without limiting this, no representations or warranties are made about the Work Space or the Premises or your use or the suitability of the Work Space or the Premises.
20. Subject to clause 19, if AFTRS has any liability to you or a guest or anyone claiming through you or a guest, then, to the extent permitted by law, AFTRS' aggregate liability for any reason and for

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all causes of action (including but not limited to, in contract or tort, including negligence) is limited to A\$25,000. AFTRS will not be liable for indirect, special, incidental, consequential, reliance or punitive damages, including loss of profits or business interruption.

21. AFTRS will maintain Commercial General Liability and Excess Liability insurance for any use of the Work Space and the Premises that is in accordance with these Conditions of Use.
22. You indemnify AFTRS (and its officers, employees, agents and contractors), on demand, against any claim, loss, liability, expense or tax (including reasonable attorneys' fees) that AFTRS or any of them may suffer or incur directly or indirectly resulting from or in connection with your breach of this Agreement, or any acts or omissions by you or your guests. This indemnity is a continuing obligation separate and independent of any other responsibility or obligation and will continue beyond the term of the Agreement. It is not necessary for AFTRS or the other people indemnified to incur expense or make payment before enforcing a right of indemnity.

### Disputes

23. Neither AFTRS nor AIF will participate in, mediate or indemnify you or your guests if there is a dispute between you or your guests and other users of the Premises.

### Termination

24. AFTRS reserves the right to terminate your use of the Work Space at any time, without notice and without liability. For example, this may happen if you are in breach of this Agreement or if AFTRS' agreement with AIF for use of the Desk Space ends.
25. At the end of your use of the Work Space and Premises you will:
  - a. remove your property from the Work Space and Premises and ensure your guests remove their property. Otherwise, AIF may dispose of the property, and you will reimburse AFTRS, on request, any fees AFTRS is charged for the removal; and
  - b. return to AIF keys, key cards and other items used to access to the Premises or the Work Space, and you will be liable for replacement fees, or to reimburse AFTRS for replacement fees, should any of these items be lost, stolen or destroyed.

### General

26. You warrant that you are not listed on the Specially Designed Nationals and Blocked Persons List published by the U.S. Department of Treasury, as updated from time to time; and you agree you have or will have all necessary visas to enable you to lawfully access and use the Workspace and Premises.
27. You and AFTRS are independent contractors and not partners, joint venturers or principal and agent. You must not sub-licence any part of the Work Space or Premises.
28. In this Agreement, if an example is given of anything, such as by saying it includes something, the example does not limit the scope of that thing.
29. This Agreement sets out the entire agreement between you and AFTRS about its subject-matter, and supersedes all previous discussions, arrangements and agreements about this subject-matter; may only be changed in writing signed by you and AFTRS; may be executed in counterparts; and is governed by the law in force in New South Wales.