

male (☐), female (☐), divers (☐), non-binary(☐) not applicable (...) (Please tick, **voluntary information**)

Between the City of Munich,

the responsible entity of the legally dependent foundation Bertha-Koempel-Stiftung,
represented by the Lord Mayor,
who is represented by the Department of Arts and Culture,
who is represented by [...],
who is represented by.....

- hereafter referred to as "The City"-

and

Michaela Mustermann, living

- hereafter referred to as "Guest"-,

the following

RENT AGREEMENT AND GRANT AGREEMENT

will be concluded.

Preamble:

The stay and work grant of the Guest will be done in consideration of the purpose of the Bertha-Koempel-Stiftung, namely to uphold the nature of the Villa Waldberta in Feldafing, Germany, as a monument to earlier and present cultures of living and property ownership, and to ensure its use for non-profit purposes.

The City bestows upon the Guest the right to stay rent-free at Villa Waldberta during a work grant for artistic and scientific purposes, and provides the Guest with a monthly grant in accordance with the following provisions:

Section 1: Apartment

(1) The City allows the Guest for the length of his or her stay as part of the ARTIST IN RESIDENCE MUNICH program to use the following:

One apartment

at Villa Waldberta [...].

(2) The apartment consists of:

- One room (or several rooms)
- A bathroom and toilet
- A kitchen, with facilities to cook and prepare meals.

The apartment is furnished and includes a.o. a bed, a table, a chair, a wardrobe, and a built-in kitchen.

There is no entitlement to a specific apartment.

Section 2: Work Spaces

The Guest may use the studios that are part of Villa Waldberta (the so-called "Palmenhaus" and the studio in the so-called "Chauffeurshäusl" ["Chauffeur's Quarters"]) subject to agreement and consultation with the residence program team beforehand (see the contact details below), and subject to agreement and consultation beforehand with the other Guests who are also staying and working at Villa Waldberta and at the "Chauffeurshäusl."

The Guest will receive a key to the house, a studio key, and a key to their assigned apartment; all of these keys must be returned at the end of the Guest's stay.

Section 3: Ancillary Services

(1) The Guest will receive bed linen and towels for their use during the duration of this Agreement.

(2) The multi-function device on the first floor at Villa Waldberta can be used by the Guest free of charge; usage is defined as copying and faxing in a modest amount (up to 30 pages per week).

Section 4: Expenses and Right to compensation for damages

(1) The use of the apartment and the Villa Waldberta, the Objects of this Agreement, as well as any and all ancillary services stipulated in this Agreement, are free of charge.

(2) The City reserves the right to assert claims for damages in the event of damage to the contractual objects and/or in the event of key loss.

Section 5: Grant

(1) For the duration of the residency within the ARTIST IN RESIDENCE MUNICH programme, the guest receives a monthly grant of [...], which is usually transferred to the guest's account cashless. If the guest does not have a so-called EU account, the grant is usually paid out in cash. The responsibility for proper taxation lies with the guest.

(2) The amount stated in paragraph 1 includes the costs for a monthly public transport ticket of the MVV (Munich Transport and Tariff Association (MVV) - zones M-5- or a so called Deutschlandticket at the applicable tariff up to a maximum of [...] to which the guest is entitled within the scope of the grant. The purchase of the ticket is the responsibility of the guest.

(3) The grant paid is primarily a financial and non-material support. The Department of Arts and Culture of the City of Munich thus fulfils essential cultural goals of

- high-quality education (Goal 4, United Nations, Sustainable Development Goals)
- the sustainability of cities and communities (Goal 11, United Nations, Sustainable Development Goals),
- research and general cultural activities.

The contracting parties therefore mutually agree that the scholarship is granted to promote academic education and/or artistic training and is therefore exempt from income tax in accordance with Section 3 No. 44 of the German Income Tax Act (EStG). Furthermore, the contracting parties agree that there is no exchange of services between them and that the scholarship is therefore not subject to sales tax. Furthermore, the responsibility for proper taxation lies with the guest.

Section 6: Mandatory Residence

As part of the ARTIST IN RESIDENCE MUNICH program, residency is fundamentally mandatory. Absences of a few (up to 4) days per month are possible without prior consultation with The City. Absences that are longer than 4 days are possible after prior consultation with The City, but could result in a claim for a (partial) return of the allowed grant amount.

Section 7: Duration of the Agreement; Extraordinary Notice of Cancellation

(1) The contractual relationship will **begin on...and will end, at the latest, on....** .

(2) The Guest can cancel the contractual relationship at any time in writing. If the Guest ends the contractual relationship before the 15th of a month, this could result in a claim for a return of the grant, dependent upon the date and time of the written termination of the contractual relationship.

(3) The City can end the contractual relationship with an extraordinary notice, in particular:

(a) when the Guest continues to use the Object of this Agreement contrary to the Agreement, in spite of a written warning regarding this.

(b) when the Guest endangers the Object of this Agreement or the premises through disproportionate and inadequate use of the Object of this Agreement, or through negligence of their due diligence, for example, through insufficient and deficient cleaning.

(c) when the Guest continues to disturb the domestic peace at Villa Waldberta in spite of a written warning (for example, through noise disturbances, or keeping a pet on the premises). In the case of serious violations - for example, becoming violent with guests or the staff – no written warning is required.

(d) when the Guest violates the provisions of Section 10 of this Agreement.

(e) when the Guest does not stop allowing the impermissible use of the Object of this Agreement by a Third Party, in spite of a written warning regarding this.

(f) when the Guest uses the internet illegally or for illegal purposes, in accordance with Section 12 of this Agreement.

(g) when a residence permit expires.

Section 8 Provision of e-pedelecs

(1) The City provides guests with e-pedelecs with bicycle locks for use free of charge during their residency as a means of transport on site. It is not permitted for the Guest to take them on public transport or car. The guest will get an introduction on how to use the pedelec by the caretaker of Villa Waldberta before using it for the first time.

(2) The e-pedelecs can be used jointly by all guests of Villa Waldberta by mutual agreement. They must always be locked with the bicycle locks to fixed objects, even when parked for a short time."

(3) The transfer of the e-pedelecs to third parties is not permitted.

(4) The use of an e-pedelec is unrestrictedly at the user's own risk. Every user of an e-pedelec bears the responsibility under civil and criminal law for the damage to persons, property or assets caused by him/her; he/she releases the city from any liability. Obviously damaged or unsuitable pedelecs may not be used and must be reported to a member of the ARTIST IN RESIDENCE MUNICH team (see contact details § 25). The guest is fully responsible for any damage resulting from negligence or improper use of the e-pedelec. The use for racing purposes, an unusual or uncontrollable driving style as well as driving on unpaved roads is prohibited. In the event of accidental damage, loss, theft or improper handling of the e-pedelec, the guest is liable for the repair costs, in the event of total damage or loss for the replacement value of the e-pedelec. The guest is responsible for compliance with traffic regulations (StVO). In relation to the guest, the city is only liable for gross negligence and intent (§ 599 BGB).

(5) Damage to the e-pedelec and accidents with or without the involvement of third parties must be reported immediately to a team member of the ARTIST IN RESIDENCE MUNICH team (cf. contact details § 25).

(6) Wearing of helmets on the e-pedelecs is strongly recommended. Bicycle helmets are available for loan at Villa Waldberta.

Section 9: Allowing a Third Party to Use the Object of this Agreement

(1) It is not permitted to allow a Third Party to use the Object of this Agreement.

(2) A Third Party or Third Parties and Visitors may stay overnight only after prior permission to do so is granted by the responsible representative of The City. Exceptions are made for the Guest's relatives or partner (see: Section 25, Contact Data).

Section 10: Anti-discrimination

(1) The guest shall ensure that no criminal offences are committed by persons involved in the project, e.g. artists and employees, in the context of the provision of accommodation, space and the scholarship received. In particular, no criminal offences based on prejudice

against persons or groups due to gender, ethnic origin, a racist or anti-Semitic attribution, religion or ideology, disability, chronic illness, age, language, sexual and gender identity or social status or in which such prejudice plays a role (so-called 'hate crime'), may be committed.

(2) The guest is aware that the City of Munich sees it as its social and socio-political task, as well as its constitutional and municipal mandate, to promote coexistence in which all people are valued in their diversity and differences are seen as enrichment, in which people treat each other with respect and tolerance and help, support and honour each other.

For this reason, the City of Munich has set itself the goal of contributing to a peaceful, tolerant and equal urban society with every art project and ensuring the protection of each and every individual from discrimination on the basis of gender, ethnic origin, racist or anti-Semitic attribution, religion or ideology, disability, chronic illness, age, language, sexual and gender identity and social status.

(3) Paragraphs 1 and 2 shall apply accordingly for public relations activities undertaken by the guest on behalf of the City, such as the management of the Facebook and Instagram accounts of the ARTIST IN RESIDENCE MUNICH residency programme entrusted to him/her.

(4) The Guest declares that she or he has not been legally convicted of a crime against sexual self-determination, or of acts of violence against the life or physical integrity or liberty of a person under German and/or international law.

(5) Violations of the provisions of paragraphs 1 to 4 shall constitute grounds for extraordinary termination. This also applies in the event that facts become known prior to or during the stay that sufficiently indicate that such violations are to be expected.

Section 11: Pets

It is not permitted for the Guest to bring pets and have them stay at Villa Waldberta.

Section 12: Use of Computers and the Internet

(1) The Guest has the use of a WLAN connection in their apartment, which they can use for devices they bring with them. A personal computer and printer will not be provided for their use.

(2) It is not permitted to install, download, or export software programs from the internet that require a fee to be paid to do so, or that are illegal.

(3) The Guest has the obligation to not misuse the access to the internet, in particular to not violate the rights of a Third Party, for example, personal rights or copyrights, and not to access any information with illegal or immoral contents (in particular contents that are criminal in accordance with Section 130 of The German Criminal Code, Incitement of Masses; Section 131 of The German Criminal Code, Depictions of Violence; Section 184 of The German Criminal Code, Dissemination of Pornography; and the illegal dissemination of printed materials and media harmful to young persons).

(4) In the event of proven violations of para. 2 and para. 3, the City shall be entitled to block internet access in the flat.

Section 13: Due Diligence

(1) The Guest is obligated to treat with care the Object of this Agreement and the common rooms, furnishings, and facilities designated for common use and shared by others.

(2) The Guest is obligated to regularly and orderly clean the rooms the Guest has been assigned to, and to ensure that they are adequately ventilated and heated.

Section 14: Cleaning Staff and Rights of Entry

(1) The City supports the Guest in cleaning the rooms the Guest has been assigned. As a rule, once a week the housekeeper or her representative will thoroughly clean the apartments. The bed linen will be changed and cleaned by The City (as a rule, every two weeks). For this purpose, the Guest is obligated to allow the housekeeper or her representative to enter the rooms.

(2) The Guest must ensure that The City's authorized representative is allowed to enter the Object of this Agreement at an appropriate time when there is a legitimate interest and after advance notice has been given to the Guest. No advance notice is required in the case of exigent circumstances. The right to enter is effective and applies in particular before the contractual end of this Agreement.

Section 15: Repairs

(1) Repairs and maintenance will be performed by The City.

(2) The Guest is obligated to promptly notify the custodian or management (see: Contact Data, Section 24) when the Object of this Agreement or the premises have been damaged. The Guest is not entitled to have repairs carried out immediately.

(3) The Guest is obligated to allow the custodian or an authorized representative of The City to enter the assigned rooms to carry out repairs.

Section 16: Return of Keys and Inventory

(1) After the contractual relationship ends, the Guest must hand over all of the keys to the Villa Waldberta residence and sweep clean the Guest's assigned rooms, and the inventory of the Villa Waldberta must be in good condition.

(2) The Guest is obligated after the contractual relationship ends to vacate the rooms assigned to the Guest and remove all items they have brought with them at their own expense.

Section 17: Liability of the Guest; Liability Exemption

(1) The Guest is liable to The City for damages caused by the Guest through violation(s) of the Guest's incumbent due diligence, in particular for damages that result from negligent or improper handling of water, gas, and electrical facilities, and lamps, light fixtures, and power sources. The Guest is also liable for missing or broken tableware and inventory after the contractual relationship ends.

(2) The Guest is equally liable for damages that are caused by the Guest's visitors, as well as by persons hired by the Guest, as long as these persons came into contact with the residence with the knowledge and will of the Guest.

(3) The Guest releases The City and The City's representatives from being liable to any and all claims and charges that may be made against the Guest by a Third Party, in particular regarding the use of the internet.

Section 18: Liability of The City

(1) The liability of The City in regards to fault is limited to damages that are based on premeditated or gross negligent breach of duty on the part of The City, its authorized representatives or auxiliary persons. This does not apply to damages arising out of death, injury to body or health, or liberty, or sexual self-determination, which is based on a premeditated or negligent breach of duty on the part of The City, or on a premeditated or negligent breach of duty on the part of an authorized representative or an auxiliary person of The City. The City does not accept liability for temporary or permanent incapacitation of the Object of this Agreement, or for loss of profit.

(2) The Guest agrees to only make claims for possible damages and impairments that are caused by current Guests or future Guests at Villa Waldberta and that arise during the term of the Rent Agreement to the respective Guest or Guests responsible for causing said damages or impairments by their acts or omissions.

Section 19: Obligations to Tolerate

The Guest is obligated to tolerate events that are organized and managed by The City in the rooms on the ground floor or on the premises of Villa Waldberta.

Section 20: House Rules

The House Rules attached to this Agreement are part of this Agreement.

Section 21: Court of Jurisdiction

The court of jurisdiction for all disputes regarding this Agreement is Munich.

Section 22: Miscellaneous Provisions

(1) Should a provision of this Agreement be ineffective, or should this Agreement contain a loophole, the validity of the remaining provisions is not affected by this, unless the remaining Agreement no longer covers the basic intention of this Agreement.

(2) The corresponding statutory provision shall replace an ineffective clause.

(3) The contractual parties are obligated to agree upon a regulation that corresponds to the objective of this Agreement in the event that there is a loophole in a provision, or in the event they have in fact not agreed upon a point although they assume they have reached an agreement upon that point.

(4) In the case that this Rent Agreement and Grant Agreement between The City and the Guest is also concluded in English, the German version of the contract applies to all matters and is considered the valid version; the English translation is to be understood as a legally non-binding assistance and courtesy to the Guest.

Section 23: Written Form

(1) All agreements and provisions between the Contractual Parties must be in written form. Oral agreements are not valid at the time of the signing of this Agreement.

(2) The Contractual Parties agree to put in writing any and all changes or supplements to this Agreement, also in the future; an e-mail is not considered to be a valid written form.

Section 24: Contact Details

- Director of the ARTIST IN RESIDENCE MUNICH program: [...]
- Staff members of the ARTIST IN RESIDENCE MUNICH program: [...]

Section 25: Data Protection

The Department of Arts and Culture hereby informs the Guest that it is necessary to gather, process, and use personal data of the Guest for purposes of this contractual agreement in accordance with the regulations of the Bavarian Data Protection Act and the German General Data Protection Regulation in their respective valid versions, and to relay this data to the municipal authorities who are involved in processing this contractual relationship.

For more detailed information, please go to: <https://www.muenchen.de/rathaus/DSGVO.html>

Munich, dated

Place and date

For the City of Munich

For the Guest

House Rules, Villa Waldberta

These house rules serve to ensure that the Guests staying there get along well and in a peaceful manner.

The following points should be noted and observed:

Arrival

The Guest shall take possession of the keys upon arrival.

The inventory of the apartment the Guest has been assigned to and the condition of the apartment are to be inspected by the Guest upon arrival. If items in the inventory are damaged or missing, the director of the program or a member of the ARTIST IN RESIDENCE MUNICH team must be informed of this.

Consideration

Guests should be considerate regarding the other Guests, people in the house, and the neighbors, in particular during the rest periods (12:00 p.m. – 3:00 p.m., and 10:00 p.m. - 8:00 a.m.). Making noise, playing loud music, and similar distractions must be absolutely avoided.

Furniture, pictures

The furniture and pictures are not to be exchanged or removed within the rooms without the consent of the representative of the City.

Hanging pictures and other work on the walls

Please keep in mind to be careful with spatial conditions. Please discuss all invasive interventions, e.g. paintings on the wall, hangings which are hard to remove, etc. with the staff of the ARTIST IN RESIDENCE MUNICH team.

Absence

Even if only leaving the rooms or the apartment for a short period, the Guest must lock the rooms and the apartment behind them, as otherwise there is no insurance coverage if damages occur. This applies to the windows and the common rooms as well – the Guest should also lock them after exiting them. No liability can be accepted for loss of items Guests bring with them.

Parking

Vehicles can be parked in the parking spots on the property; the parking spots are not under surveillance or guarded. It is not permitted to park vehicles on grass areas, or in the entranceways on the property, or directly in front of Villa Waldberta.

Use of the Common Spaces and Rooms

The common spaces and rooms can be used by exercising mutual consideration of all of the Guests staying there. If any disagreements should occur, an authorized person by The City will make a decision regarding the use of these common spaces and rooms. Guests are allowed to use the shared kitchen on the ground floor. Guests are requested to return tableware and cutlery to the kitchen after they have used them. The shared kitchen can also be used by members of the ARTIST IN RESIDENCE MUNICH team. It is requested that the general rules regarding keeping everything clean be followed.

Use of the Lawn and Garden, Terrace, and the "Turmzimmer" ("Tower Room") on the Third Floor

The Guest is allowed to use Villa Waldberta's yard and garden, the terrace, and the "Turmzimmer" ("Tower Room") on the Third Floor in Villa Waldberta in agreement and consultation with the other Guests staying there and in accordance with the house rules.

Laundry

The Guest is allowed to use the washing machines as well as the drying room in the cellar, except during the rest periods. It is not allowed to wash clothes in the apartment. Laundry can be hung to dry in the cellar of Villa Waldberta or in the yard.

Smoking

It is not permitted to smoke in the entire residence.

Departure

The Guest must vacate their assigned apartment by 10:00 a.m. at the latest on the day of their departure.