

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

Max Mustermann
Musterstr.
Musterstadt

Between the City of Munich,

represented by the Lord Mayor,
who is represented by the Department of Arts and Culture,
who is represented by
.....

- hereafter referred to as "The City" -

and

Max Mustermann

- hereafter referred to as "Guest"-

the following

RENT AGREEMENT AND GRANT AGREEMENT

will be concluded.

Preamble:

The basis of this Rent Agreement and Grant Agreement is the decision made at the plenary meeting of the City Council of the City of Munich on 22 July 2020.

The City bestows upon the Guest the right to stay rent-free at Ebenböckhaus as part of an art or science work study grant with a monthly grant amount in accordance with the following provisions:

Section 1: Apartment / Room

(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 Object of this Agreement:

One room in the flat at Ebenböckhaus, ...

There is no entitlement to a specific room.

(2) The Object consists of a furnished room, which includes for the Guest's personal use a bed, a table, a chair, a wardrobe, and to share with other guests a kitchen, a bathroom and three common rooms, which can also be used as work and exhibition rooms.

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

(4) The shared kitchen and the devices and items in this kitchen may be used by the Guest, who will take into consideration the other Guests in doing so. The kitchen, devices and items must be cleaned after every time the Guest uses them.

(5) The Guest can moderately use the telephone in the hallway free of charge. International telephone calls and calls to mobile networks are not possible. It is always possible for the Guest to receive telephone calls.

(6) The Guest will receive a key to the house, an apartment key, a key to their assigned room and a key to the courtyard door; all of these keys must be returned at the end of the Guest's stay.

Section 2: Expenses and Right to compensation for damages

(1) The use of the Object of this Rent Agreement and Grant 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 3: 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 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 EStG 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 4: 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 5: Duration of the Agreement; Extraordinary Notice of Cancellation

(1) The contractual relationship will begin 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 Ebenböckhaus 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 7 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 9, Paragraphs 2 and 3 of this Agreement.

(g) when a residence permit expires.

Section 6: 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) Third parties and visitors, with the exception of relatives or life partners, may only stay overnight after consultation with the responsible representatives of the City (see: Section 22, Contact Data).

Section 7: 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 the 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 8: Pets

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

Section 9: 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. There is a printer available in the flat. A personal computer will not be provided.

(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 10: 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 11: Cleaning Staff and Rights of Entry

(1) The City supports the Guest in cleaning the rooms the Guest has been assigned. Once a week an external company will clean the assigned rooms. Every fortnight, if required, the bed linen is changed by the housekeeper of the ARTIST IN RESIDENCE MUNICH Villa Waldberta team. For this purpose, the guest must grant the cleaning staff access to the flat and the rooms. Furthermore, the necessary, regular cleaning of the rooms, in particular the commonly used rooms, will be done by the Guest. The bed linen will be cleaned by the Guest at the end of the contractual relationship and, if at all possible, be handed over in a dry condition before the Guest departs.

(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 12: Repairs

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

(2) The Guest is obligated to promptly notify the custodian or The City (see: Contact Data, Section 21) 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 13: Return of Keys and Inventory

(1) After the contractual relationship ends, the Guest must hand over all of the keys to the Object of this Agreement and the inventory, and sweep clean the Guest's assigned rooms; the rooms and inventory must be handed over 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 and, if applicable, to remove / dispose of any works of art produced, at their own expense.

Section 14: 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 delivery persons or workers 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 15: 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 Artists in the Object of this Agreement 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 16: Obligations to Tolerate

The Guest is obligated to tolerate events that are organized and managed by The City and their contractual partners in the common rooms outside of the apartment, in the rooms on the ground floor, and in the park.

Section 17: House Rules

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

Section 18: Court of Jurisdiction

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

Section 19: 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 20: 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 21: Contact Details

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Section 22: 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
ARTIST IN RESIDENCE MUNICH program

For the Guest

House Rules, Ebenböckhaus

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 on receipt upon arrival.

The inventory of the room the Guest has been assigned to and the condition of the Object of this Agreement are to be inspected by the Guest upon arrival. If items in the inventory are damaged or missing, a representative of The City 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.

Hanging pictures and other work on the walls

Please keep in mind to be careful with the 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 and the apartment for a short period, the Guests must always lock the rooms and the apartment behind them. This applies to the windows and the common rooms as well – the Guests should also lock them after exiting them. No liability can be accepted for loss of items Guests bring with them.

Parking

Vehicles cannot be parked on the grounds or premises. Parking vehicles in public spaces occurs at one's own risk.

Use of the Common Rooms and Park

The common rooms that are not in the apartment can be used by exercising mutual consideration of all of the Guests staying there and in consultation with other people using the building and members of the ARTIST IN RESIDENCE MUNICH team. If any disagreements should occur, an authorized person by The City will make a decision regarding the use of these common rooms.

The shared kitchen in the apartment and the devices and items in this kitchen can also be used by exercising mutual consideration of everyone, and must be cleaned directly after each use.

The kitchen, bathroom and toilet in the apartment must be kept cleaned and tidied up by the Guests.

Tenant Apartments in the East and West Wings; the Neighborhood

Special consideration must be taken regarding the tenants in these apartments. This also applies to the general neighborhood.

Laundry

The Guest is allowed to use the washing machine in the bathroom, except during the rest periods (12:00 p.m. – 3:00 p.m. and 10:00 p.m. – 8:00 a.m.). It is not permitted to wash clothes in the rooms. A dryer is available in the bathroom for drying the laundry.

Smoking

Smoking is forbidden in the entire building.

Waste

Please avoid excess waste. There are waste containers in the east courtyard (reachable through a door next to the stairs leading to the first floor). Please sort the trash according to paper products, organic waste, and residual waste. Please collect glass, metal, and plastic waste and deposit it in the appropriate container on the southside of Ebenböck Park by the school at Bodenstedtstraße (see also information map received on arrival)

Events

The City organizes in the summer months regular events in the park and on the ground floor. The Guest is obligated to tolerate such events.

Departure

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