

LIA ENTRUSTMENT CONTRACT

Between LIA - Leipzig International Art Programme gemeinnützige GmbH, represented by Anna-Louise Rolland as programme Director / Laura Bierau as programme coordinator

Hereinafter called "LIA" and

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hereafter called the "guest".

Preamble:

LIA is an artists-in-residence program, aiming to build cultural bridges and to foster an art critical approach. LIA is an interdisciplinary program connecting artistic discourses with political, economical and scientific themes. LIA believes in the encounter of foreign cultures as being a great benefit to once own artistic biography.

§ 1 Object of the contract/ scope of use

- 1) LIA leaves the following object to the user for a working stay dedicated to his artistic work:
 - one LIA Studio, situated in LIA, Spinnereistr. 7, Hall 18 / 2nd floor, 04179 Leipzig
- 2) The program includes
 - one common bathroom and one shower room
 - one common kitchen
- (2a) The studio is furnished and equipped.
- (2b) The guest is entitled to the joint use of the studio.
- (2c) Please note: LIA is based in a former factory building that is not completely renovated.
- 3) The guest is provided with sheets and towels for the duration of his stay.
- 4) The guest receives a front-door key to the building, a key for the LIA main hall and a studio key.
- (4a) A key deposit of 60 € and a room deposit of 40 € has to be payed by arrival and will be returned upon departure if the studio has been returned in the same condition as it had been taken. In any other case a cleaner will be taken into account payed from the room deposit.

§ 2 Costs

- 1) The LIA fees are 1.250,- € per month, per artist for one studio.
- 2) Wireless Internet is free of charge, any violations of § 6 causing fines or persecution because of the violation of property rights will have to be payed by the artist such as high fines regarding downloading movies.
- 3) The complete LIA program fee is either payed by the funding institution directly to LIA or by the artist who received funding before the start of the program. A reservation fee has to be payed within one month of acceptance. The reservation fee is not refundable Invoices will be issued by LIA.

§ 3 Duration of the contract / extraordinary notice to terminate a contract

- 1) The contractual relationship starts on and lasts until
- 2) The guest may terminate the contractual relationship at any time by giving informal notice in written form per E-Mail. However the guest has to pay for the following two months no matter if he stays in the program or not.

- 3) LIA may terminate the contractual relationship without prior notice if a continuation of the entrustment relationship is unreasonable. This applies especially.
 - (a) if the guest continues to use the object of the contract contrary to the term of the contract in spite of having a caution in writing,
 - (b) if the guest endangers the object of the contract or the Spinnerei by using it in an inappropriate way or by negligence of his duty of care, such as failure to clean properly,
 - (c) if the guest in spite of a caution in writing continues to disturb the domestic peace (for example by causing an unacceptable noise level or keeping domestic animals). In case of serious violation (such as physical violence against other guests or personal) no caution will be required,
 - (d) if the guest does not terminate an improper entrustment of the object of the contract to third parties in spite of having received a written request.

§ 4 Entrustment of the object of the contract to third parties

- 1) The guest is not allowed to entrust the object of the contract to third parties.
- 2) The guest is allowed to temporarily have third parties visitor(s) like family members, partners or friends in one's own studio. The visitor(s) must sleep in the respective studio of the guest only, not in any other (commonly shared) space of LIA. The presence of the visitor(s) has to be agreed with the care taker and the other flat mates in LIA beforehand as of fairness towards all other tenants. The maximum duration of the stay of the visitor(s) is to be limited up to seven days each month.
 - 2a) If the guest wants to stay longer or permanently together with the visitor(s) in the studio, this has to be agreed with the program director and the care taker, best before the residency starts or, in an emergency situation, as soon as possible in order to discuss further proceeding.
 - 2b) In case of long-term or permanent visitor(s) in the studio, an extra fee of 10,- € per day will be charged for rent and side costs for the visitor(s). The stay of one's own children is free of charge during the whole stay at LIA, but has to be agreed and planned with the program director beforehand. **The guest is liable for third parties actions, such as the guest's visitor(s) or the guest's children and any damages that may be caused by them.**

§ 5 Domestic animals

- 1) The keeping of domestic animals is not permitted.

§ 6 Usage of LIA Network / internet connection

- 1) The guest is obliged:
 - not to misuse the internet access, particularly not to violate the rights of third persons such as with regard to privacy and copyrights
 - not to access offers of information with illegal or immoral content (particularly such as which comes under Paragraph 130 of the German Criminal Code referring to dissemination of pornographic material, as well as the law regarding the dissemination of materials and media morally harmful of youth).

§ 7 Duties to care

The guest is obliged to treat carefully the object of the contract and those rooms, equipment and installations intended for shared use. LIA is based in a former factory building being comprised of large work spaces. If you have allergies such as against dust it might not be a suitable place. Please contact the director enough ahead of time to consult on those issues. LIA is not reliable for any health damage.

- 1) The guest is obliged to clean regularly and properly the rooms entrusted to him and to make sure that they are appropriately aired.

- 2) Do not let the heating system exceed 2,5 at any time. Safe energy!
- 3) The bathroom and toilets are cleaned once every week by a cleaner. Besides that the guest is asked to clean and flush the sanitary facilities after using them. The guest has to clean him/herself immediately after causing dirt in any room.
- 4) Cleaning materials are present in LIA. If they are missing they can be bought at any time for LIA by the guest. The costs therefore will be returned to the guest when keeping the receipt.
- 5) Please mind, the waste has also to be taken out to the fitting trash spots and containers.
- 6) Kitchen floor must be swept once a week and the kitchen surfaces of working space must be cleaned after use.
- 7) Empty wine bottles etc. have to be thrown away immediately. There is a 3 € fine per bottle being left open in the kitchen as it attracts flees.
- 8) Common bathroom and kitchen have to be kept clean and tidy at all times.
- 9) All household tools and dishes can be used by the guest but have to be cleaned, dried and stored after each use.
- 10) Paint brushes have to be cleaned on the left hand side kitchen sink. Nowhere else.
- 11) Waste has to be taken care off by the guest on a regularly basis. Waste sections can be found at the main court between hall 18 and 14. You can use the elevator to get there.
- 12) Waste has to be separated.
- 13) The black main hall chairs may be used in the studios but must be returned for any events at LIA. Do not stand or put any paint on them. If they are damaged or painted there is a 10 € fine per chair to pay.

§ 8 General Use

- 1) Please switch off lights in the main hall if not used.
- 2) LIA is a non-smoking program.
- 3) The guest is obliged to always lock twice the main door of the program hall after entering or exiting LIA. Losses because of violating this rule have to be compensated by the guest.
- 4) The main hall can be used as a common room by all artists.

§ 9 Studio and main hall

- 1) The studio has to be left in the same conditions as it has been taken at the beginning of the residency. Color spots on the wall and on the floor caused by the guest have to be painted with white color. It is recommended to use plastic foil/ paper to protect the walls/ floors.

§ 10 Repairs

- 1) Any damage caused by the guest causing repairs has to be covered by the artist.
- 2) Repairs due to the building or the object of rental such as main lights / heating system will be taken care of LIA.
- 3) The guest has to give access to the management or janitor if needed.

§ 11 Return of the object of the contract

- 1) After the contractual relationship has terminated the guest has to return the object of the contract with all the keys and the complete inventory, in a clean and tidy condition.
- 2) The guest is obliged to leave the object once the contractual relationship has terminated and to remove all things on his own account he brought along.
- 3) The 30th or 31st of the departure day the studio has to be ready and cleaned by 11 am. Linen and towels put into the washing machine please.

§ 12 Liability of the guest

- 1) The guest is liable to LIA for any damage he might cause by neglecting duty of care, especially for any damage that might occur by handling water, gas or electrical light and cables improperly. The guest is also liable for inventory missing at the termination of the contract.
- 2) The guest is also liable for any damage caused by his visitors or by delivery persons or manual workers engaged by him, as far as these persons come into the object with knowledge and consent of the guest.
- 3) The guest exempts LIA and its representative Anna-Louise Rolland the care taker of LIA from all claims that are asserted against him/her, particularly in regard to usage of the internet.

§ 13 Liability of LIA

- 1) The guest is not entitled to reimbursement for injuries to persons or damage to property or for lost profit due to permanent or temporary unsuitability of the object. This does not apply if the damage is based on intentional conduct or gross negligence of LIA.
- 1) The guest is responsible exclusively for his artworks and for his/her works in progress. LIA is not liable for any damage on the artworks of the guest that happen during the stay in the LIA rooms, except if the damage was verifiably caused by LIA / LIA staff.
- 1) As far as possible damage is concerned, which may be caused to the guest during the period of the entrustment contract by other guest staying at the object presently or in future, he will be direct his claim for reimbursement only to those guests, who have caused to him the damage though their actions or omissions.

§ 14 Duty of toleration

- 1) The guest is obliged to tolerate events which are carried out by LIA in the main hall.

§ 15 House regulations

The purpose of the house regulations is to make sure that the inhabitants will get along well and live together peacefully. Please observe the following:

1) Absence

Please always lock LIA main door when leaving the program, though it might be only for a short time. No responsibility is accepted for things brought along by the guest himself.

2) Car park

Vehicles may be left on the –unattended- car park of the area.

3) Bikes

Biking is perfect and very common in Leipzig. If the guest uses a bike, please note that LIA is not reliable for any accidents. LIA gives advices where to get a reasonable used bike and where to find repair stations. LIA does not provide bikes. The guest may sell the owned bike at the end of the residency to the next fellow. LIA will help providing contact details.

4) Use of the common rooms

Everybody may use the common rooms taking into consideration the other guests.

5) Departure

Please notify the care taker two weeks ahead of departure at what date and time you plan to leave. Vacuum clean and swipe the floor please with warm water and washing liquid. Paint the walls white if necessary. Bring the laundry to the washing machine. Take off your things from the kitchen (cupboard, fridge) and bathroom.

§ 16 Court of jurisdiction

The court of jurisdiction for all controversies arising from this contract is LIA in case the guest does not have a general court of jurisdiction in Germany or, if – after having signed the contract he has removed his domicile or his habitual residence from the area within which this law is operative, or if his domicile or his habitual residence are not known at the moment of the institution of proceedings. This also applies to competing claims that occur in connection with the realization of this contract.

§17 General Stipulations

- 1) Should any provision of this contract be invalid or should this contract have any loophole, it does not mean that the entire contract has to be considered invalid, unless the remaining part of the contract does not cover the basic intention of the contract anymore.
- 2) The invalid provision shall be replaced by a corresponding legal provision.
- 3) If it turns out that certain points are not satisfactorily covered by the contract or that the parties did not really agree about an issue they thought they had reached an agreement on, the parties agree to come to an agreement, that fulfills the objective of this contract.

§18 Written Form

- 1) All provisions have been put down in writing by the parties. Oral supplementary agreements do not exist at the moment of concluding this contract.
- 2) For the future the parties agree to continue to stipulate all modifications or amendments in writing. E-mail is sufficient.

§ 19 Health Insurance

- 1) The artist has to proof health insurance. LIA is not reliable for any costs caused by medical care.

§ 20 Sales Policy

- 1) It is fully the decision of the artist to sell own artworks. No artist has to sell in LIA.
- 2) If the artist decides to sell artworks in LIA, 20 % has to be added to the sales price which should be deduced after the sale and given LIA to support the art and cultural program.
- 3) If you need any help to proceed the sale in Germany or need advice for shipping we assist.
- 4) Please note, in Germany there is VAT of 19% to be paid on top of the sales price.

§ 21 Printing / publishing rights

- 1) If photos are taken of the artist, his studio or work, LIA has the right to publish them on its website, in its reports or invitation letters.
- 2) Credentials such as the name of the photographer have to be given if applicable.
- 3) The artist has the right to refuse publications of his person or work by informally informing LIA about his decision.

§ 22 Noise

- 1) In case of after 12 pm noise around LIA which is of great disturbance and you cannot find out the source of noise nor speak to the responsables of the noise, please call the police: 110. Please also report the case to the Spinnerei administration staff: mail@spinnerei.de
- 2) Below LIA is a call centre, please avoid major noise during office operation hours Mo- Fr 9 am to 6 pm.

§ 23 Emergencies general

- 1) Police: 110, in case of fire or the need of the ambulance: 112.

§ 24 Studio visits

- 1) As we tend to have various professional groups such as press, patrons of art, curators or institutions visiting, please tell the care taker if she receives permission to visit your studio and introduce you also if it is fine with you in your absence at the beginning of your stay.
- 2) Before and during exhibitions or in terms of scheduled studio visits always tell the care taker in advance when you do not want to show your studio or have anyone enter it.

§ 25 Communication

- 1) E-mail is the major mode of communication in LIA, please make sure to check your mailbox regularly. The host is not reliable for any information not received or tell the care taker at the beginning of your stay how you would prefer to communicate.
- 2) Individual appointments can be scheduled anytime with Anna-Louise Rolland or Laura Bierau at least one day ahead of time, contacting via: anna@liap.eu or laura.bierau@liap.eu
- 3) If there are any serious issues, problems or emergencies, text, call or mail immediately the care taker any time, preferably during the office hours: Monday – Thursday, 10am – 4pm.

§ 26 Deliveries

- 1) The Verwaltung (administration office of Spinnerei) normally accepts all deliver packages and keeps them in a shelf to be picked up by the receivers. In terms of any loss neither the Spinnerei nor LIA is reliable for the sent item. It is necessary to use the LIA postal address, added your name, to receive mail and parcels at the Spinnerei. Otherwise the Spinnerei administration can not track back your name and will send the mail or parcel back. For further details you'll be informed by the LIA care taker by arrival or on request. Please use following address:
your name c/o LIA Leipzig International Art programme, Spinnereistr. 7, 04179 Leipzig, Germany

§ 27 Donation for LIA Collection - TRACES

- 1) If you liked your stay in LIA it is optional to leave one piece of your work to the institution and our TRACES initiative to leave your foot print in the program and be part of our archive. We are constantly making exhibitions with these works and have a web-site presentation showing your work and foot print in LIA and Leipzig.

On behalf of LIA
Laura Bierau

On behalf of the guest
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