

STICHTING TOOS NEGER / TOOS NEGER FOUNDATION

Parties:

1. The **Stichting Toos Neger**, established in Dordrecht, the Netherlands, represented in this by

Frans van Lent

hereafter referred to as the STN.

2. The artist (in residence), hereafter referred to as AIR living and working in the **Toos Neger Studio**.

The STN has made the living space available from to to the artist
....., officially resident in
..... in,
staying in the Toos Neger Studio as Artist in Residence,
in the studio/living space situated on the
Wijnstraat 119 b complete with fixtures and fittings,
in Dordrecht, hereafter referred to as the studio.

Parties declare to enter into this agreement under the following conditions and stipulations.

Section 1 Duration and termination of the agreement

1.1 This agreement terminates on
without requiring notice of termination. If possible, the STN gives notification of this termination date in writing.

1.2. If the AIR must return abroad in connection with his/her activities, the STN is entitled to terminate this agreement in the interim by registered letter to AIR or his/her authorized representative, with immediate effect, if necessary.

1.3. In the event of non-payment, if the AIR continues to remain in default of meeting the obligations resting on him/her pursuant to the law or this agreement, also after a written injunction, the STN is entitled to consider this agreement dissolved immediately, without further notice of default or legal intervention. In applying this, the STN will notify the AIR by registered letter or writ of summons.

1.4. Commensurate with sections 1.1 and 3.1, parties declare to be cognizant of and in agreement with the fact that the current agreement is solely entered into for the temporary use of the working/living space.

Section 2 Rent

2.1 The rent will amount to Eur. 375,- per month. This amount is inclusive of heating, water, electricity and the use of a broadband internet connection. The total rent shall be paid at the beginning of the term of tenancy and prior to receiving the keys.

Section 3 Use

3.1. The studio is intended for use as a living/working space by the AIR. The AIR is obliged to use the studio, including all fixtures and fittings, in accordance with this use and not to alter this use.

3.2. The AIR declares that the studio is in a good state of repair and binds him/herself to maintain it continuously and to deliver it in this same state at the end of the tenancy, complete with the furnishings and furniture on the inventory compiled by the STN.

With the exception of wear and tear, the AIR is liable for all damage to the studio and contents according to the inventory as well as for the maintenance of the sanitary system, the pipes and drains and for the central heating and warm water systems, if present.

The STN is entitled to charge cleaning costs, if necessary, to the AIR at the end of the tenancy.

3.3. The AIR must ensure that neighbours suffer no nuisance (noise, smell or other form of serious nuisance) from the use of the studio, including the staircase and doorways and, if necessary, must take suitable measures to prevent this.

3.4. Roofs and guttering may not be accessed unless with the consent of the STN.

3.5. The AIR is not permitted to lease or allow the studio or part of it to be used by others. Keeping pets, carrying out renovations or changes is equally prohibited without the prior written consent of the STN.

3.6. Costs arising from the use of the telephone will be charged to the AIR. An amount of Eur. 100,- will be paid in advance and corrected to the real costs after a period of one month.

Section 4 Maintenance and alterations in or to the studio

4.1. The STN and the AIR are obliged to maintain the studio in a usable and liveable state and to carry out any necessary maintenance activities. The AIR is responsible for maintaining the interior of the studio, as well as for small repairs as referred to in art. 1619.1 of the Dutch Civil Code at Eur. 50,- per fact, exclusive of call-out costs and VAT.

Section 5 Liability

5.1. The AIR is liable for all damage to the studio including the inventory, unless the AIR proves that this was not caused by him/herself.

5.2. The AIR is not liable for the consequences of faults in the studio and fittings/the inventory.

5.3. The AIR cannot claim damages from the STN for diminished living comfort as a result of faults in the studio or faults in the equipment or systems.

5.4. In so far as the AIR neglects to deliver the studio to the STN, empty of his/her personal possessions, at the close of the duration of this agreement, as referred to in sections 1.1 or 1.3, the AIR is liable for all damage and costs arising from this for the STN.

5.5. The STN obligates itself to bring the studio and/or contents to the attention of the owner to insure these properties against fire.

5.6. The STN is not liable for the consequences of damage to or theft of property belonging to the AIR or his/her associates. The AIR is responsible for his/her belongings and should take out insurance for them, if necessary.

Section 6 Access to the studio

6.1. After being informed by the STN, the AIR shall ensure that the persons indicated by the STN will gain access to view the studio in relation with checking any faults.

6.2. With regard to intended lease, sales or required repairs or improvements, the STN, or persons indicated by it, is entitled to view the studio and/or undertake activities on weekdays between 9.00 and 18.00, once the AIR has been informed of this at least 24 hours in advance.

6.3. The AIR ensures that all activities or repairs in, on or to the studio, as well as to the central amenities for the studio or other studios in the complex, can be carried out.

Section 7 Termination of agreement

7.1. On the termination of the agreement, the AIR is obliged to deliver the studio empty of all personal belongings and to return the keys immediately to the STN on termination of the agreement.

7.2. On the termination of the agreement, the STN is in no way obliged to make alternative living space available to the AIR.

Section 8 Final provision

8.1. If, in the event of non or of incomplete fulfilment of this agreement, measures in or out of court are taken against the AIR, all costs arising from this will be paid by him/her.

8.2. In the event of disputes arising from this agreement between the STN and the AIR, the Dutch law will be applicable. The Dutch court will mediate any dispute between the STN and the AIR.

Agreed in duplicate, drawn up and signed in

(date)

..... Artist in Residence:

To make a reservation please print, sign and send this contract to the **Stichting Toos Neger** (address below) and pay the deposit of Eur. 175 at **Paypal.com** (to account: mail@toosneger.com) or to the bankaccount of the **Stichting Toos Neger:** ING account-number 8443767, stating IBAN-number: NL17 PSTB 00084437 67, BIC-number: PSTBNL.21

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