

ARTIST RESIDENCES

TERMS AND CONDITIONS

CHAPTER I FACILITIES

1st

(Scope)

1. The following terms and conditions apply to the Artist Residences managed by the Division of Cultural Action of the Municipal Directorate of Culture of the Lisbon Municipality (LM).
2. The use of the Artist Residences is regulated by the following terms and conditions and the other instruments used to manage the facilities.

2nd

(General Description of the Facilities)

1. The following Artist Residences are managed by the Cultural Action Division of the Municipal Directorate of Culture:
 - a. Residências da Boavista, located at Rua da Boavista 46, 1200-068 Lisbon, namely the following housing units:
 - i. 1^ºE;
 - ii. 2^ºD;
 - iii. 3^ºD;
 - iv. 4^ºE.
 - b. Residências de Monsanto, namely the following housing units:
 - i. Casa N12, located at Rua Inácio Pardelhas Sanchez;
 - ii. Casa N31, located at Estrada da Bela Vista.
 - c. The term “Residences” refers to the Residências da Boavista building, each of its housing units, and the Residências de Monsanto housing units.

3rd

(Facilities Management)

1. The Residences are managed by the Lisbon Municipality (LM) through the Cultural Action Division of the Municipal Directorate of Culture at Polo Cultural Gaivotas | Boavista, located at Rua das Gaivotas 8, 1200-202 Lisbon.

4th

(General Principles of Occupancy)

1. The mission of the Residences is to contribute to the cultural development of the city of Lisbon by providing accommodation to Portuguese and international artists and cultural agents who do not reside in Lisbon and are participating in creative projects in the city.
2. The residences may be occupied by individual or legal persons, Portuguese or foreign, who wish to develop, individually or collectively, an artistic project related to the city of Lisbon or its cultural organisations.
3. Reservation requests may be submitted by e-mail to pologaiivotasboavista@cm-lisboa.pt or via a forthcoming online form.
4. Occupancy of the Residences is decided by the Cultural Action Division of the Municipal Directorate of Culture, which has delegated this power to Polo Cultural Gaivotas | Boavista.
5. A Temporary Occupancy Agreement will be drawn up for each occupancy period and housing unit, for which the appropriate legal documentation should be sent.

5th

(Prices)

1. The price for the use of the Residences is defined according to the LM's Prices and other Municipal Incomes Chart.
2. Payment should be made at Polo Cultural Gavoitas | Boavista or other LM service point, as indicated.
3. Payment should be made before the beginning of the occupancy period.
4. In the event of payment by bank transfer, proof of payment should be provided at least 7 (seven) working days before the beginning of the occupancy period.

CHAPTER II

USAGE

SUB-CHAPTER I

USE OF THE HOUSING UNITS

6th

(Occupants)

1. An occupant is an individual or legal person that, by virtue of an established agreement, occupies a housing unit.

2. Users of the space not included in the description above are considered Guests or Visitors.

7th

(Occupancy)

1. Access to the Residences is granted 24 hours a day, 7 days a week, during the full occupancy period.
2. Check-in for Residências da Boavista is located at the Polo headquarters at Rua das Gaivotas 8, 1200-202 Lisbon, between 4 pm and 7 pm.
3. Check-in for Residências de Monsanto is located at the Lisbon Archive at Rua B, Bairro da Liberdade, Lote 3-6, Ground floor, 1070-017 Lisbon, between 4 pm and 7 pm.
4. Occupants are required to check out between 8 am and 12 pm on the final day of the occupancy period, at the locations listed above.
5. In the event of a cancellation occurring 30 (thirty) days or less before the beginning of the occupancy period, the occupant will be required to pay the reservation in full, to the limit of one month of occupancy.
6. In the event of an interruption of the agreed occupancy period by the occupant, the LM is not required to refund any amounts already paid, except in duly reasoned and authorized circumstances.
7. The LM may access the housing units and common areas at any time, namely for inspection and in event of violations by the occupants.

8th

(Other Leasing Conditions)

1. The housing units in the Residences are leased for one night, one week or one month, for no more than three months each year, continuously or cumulatively.
2. In duly reasoned and authorized circumstances, the housing units can be leased for longer periods of time.

9th

(Furniture and Equipment)

1. Each housing unit is furnished and equipped with basic household appliances, as specified in the inventory attached to the agreement.
2. The furniture, equipment and any other permanent contents of the housing units are property of the LM.

10th

(Usage)

1. The use of each housing unit should be effective and always exclusively for the purposes specified in the agreement.
2. The following are not permitted:
 - a. Using the housing unit for purposes other than those for which it is intended;
 - b. Any action or activity that is not defined or determined in the agreement, except with the express written consent of the LM;
 - c. Exceeding the number guests permitted in the housing unit;
 - d. Moving furniture (beds, closets, tables or sofas) or otherwise changing the purpose of each room, without authorization from the LM;
 - e. Removing, damaging, or destroying anything in the Residences, including books, magazines, technical or artistic instruments, means of transportation, or any other objects at the Residences intended for use by all occupants;
 - f. Subletting or leasing the housing unit to third parties, onerously or gratuitously, without the LM's permission;
 - g. Ceding the occupant's contractual position in the agreement with the LM;
 - h. Occupying the housing unit without actual use;
 - i. Construction work or alterations to the housing unit, including writing, collaging or making holes, without prior written consent from the LM;
 - j. Any behaviours that may cause risk of loss or actual loss to the buildings in any way, shape or form;
 - k. Any actions that may inconvenience other guests, visitors or neighbours of the Residences, particularly regarding noise;
 - l. Keeping animals in the housing units, except guide dogs for people with visual disabilities;
 - m. Making copies of housing unit keys without prior consent from the LM;
 - n. To give out access codes to individual or legal persons who are not occupants;
 - o. Any actions that may damage the good name and image of the LM;
 - p. Non-compliance with the current terms of use and any other applicable terms.
3. The LM may refuse access to anyone who disrupts the normal functioning of the Residences and/or disrespects public order by disregarding noise regulations or other applicable rules.
4. Occupants are required to:

- a. Make all required payments in a timely fashion, as established above;
 - b. Use water and electricity responsibility, according to power limits, safety restrictions or others;
 - c. Use appliances and other materials and utensils adequately and in accordance with the respective instruction manuals, when applicable;
 - d. Ensure regular cleaning during the occupancy period, including of common areas, when applicable;
 - e. Ensure the proper preservation, organization, tidiness and safety of the Residences;
 - f. Turn on the safety alarm, if applicable, whenever the housing unit is unoccupied;
 - g. Report all loss and theft of keys to the LM;
 - h. Report all incidents that may jeopardise the integrity of the spaces and/or the building to the LM;
 - i. Vacate the housing unit on the agreed date, including the removal of all objects not belonging to the LM, and in the same state of repair that it was leased in, except for normal wear;
 - j. Accommodate any maintenance or construction works in the building, particularly those requiring access to the housing unit;
 - k. Comply with any other requests by the LM, as well as any specific obligations in the applicable law.
5. The use of the Residences includes internet, water, electricity and general cleaning prior to each occupancy period.
 6. The LM does not accept responsibility for any items belonging to occupants, their guests or visitors, particularly in the case of loss or theft.

11th

(Termination of occupancy)

1. Occupancy of the housing unit terminates in the event of non-compliance with the terms, on the termination date specified in the agreement, or in the event of any other term indicated in the agreement.
2. In the case of a serious breach on the part of the occupant, the occupant will be prevented from reserving the Residences for a period of 24 months.

SUB-CHAPTER II

PARTICULARS REGARDING THE USE OF THE RESIDÊNCIAS DE MONSANTO

12th

(Particular Terms of Use)

1. Due to the proximity of Casa N31 to facilities belonging to the Portuguese Air Force, additional terms may be applied permanently or temporarily to the use of this housing unit.
2. The use of bicycles that may be made available at Residências de Monsanto is the exclusive responsibility of the user, in terms of accidents or civil liability.

SUB-CHAPTER III

PARTICULARS REGARDING THE USE OF RESIDÊNCIAS DA BOAVISTA

13th

(Common Areas)

1. The following spaces are considered common areas:
 - a. Entrances;
 - b. Hallways;
 - c. Stairs and landings.

14th

(Use of Common Areas)

2. Notwithstanding the exceptions resulting from the subsequent numbers of this article and other provisions of the current document or law, the common areas are intended for use by occupants, guests and visitors.
3. It is prohibited to:
 - a. Smoke in the building;
 - b. Obstruct the common spaces of the building, even if temporarily, with furniture, material, boxes or any other objects;
 - c. Place bins or waste in the common areas out of the designated areas and/or beyond the time strictly required for its removal;
 - d. Place advertisements or signs on the exterior or interior walls of the building, namely labels or signs;
 - e. Leave the common entrances of the building open or open them to strangers;
 - f. Allow peers to behave in a damaging way to the common areas, affecting the normal use of those areas or disturbing the regular

operation of the Residences or the comfort and well being of its users;

- g. Bring animals onto the premises, except guide dogs;
- h. Fail to comply with the present terms of use or any other applicable norms.

CHAPTER III COMPLEMENTARY COMMON PROVISIONS

15th

(Civil Liability)

1. Occupants must use the housing units and the respective furniture, equipment, and other contents, as well as the common areas of Residências da Boavista, strictly for the purposes for which they are intended, avoiding damage or wear that is not the consequence of normal use, contributing in every possible way to the preservation of the facilities and respecting the equivalent or special rights of other users.
2. Any damage done to the leased housing units, equipment or any other material made available is the exclusive responsibility of the occupant or user having caused the damage, including the responsibility to compensate the LM.
3. On the final day of the occupancy period, before check out, the Polo services and occupant will conduct a joint inspection of the housing unit.
4. Occupants are responsible for the actions of their guests and visitors.
5. Any damage resulting from misuse of the common areas of the Residências da Boavista is the shared responsibility of all occupants and users at the time the damage is verified, unless a user admits liability or the damage occurred prior to the current users' occupancy period.

16th

(Insurance)

1. Occupants must hold valid insurance that covers risks inherent to the activities carried out, if applicable.
2. Occupants must hold valid insure covering accidents at work, if applicable, in accordance with the law.

17th

(Promotion)

1. Occupants and users may not negotiate sponsorship, funding, patronage or any other contract with a third party that involves physical, digital, or any future means of advertising, commercial or institutional references in such a way that suggests an involvement of Polo Cultural Gaivotas | Boavista, the Residences, or the LM without the prior approval of the Cultural Action Division of the Municipal Directorate of Culture that can delegate this competence to the Polo.
2. Occupants must include the logos of the Polo Cultural Gaivotas | Boavista and Lisbon Municipality in all promotional materials that include the activity for which the Residences were used.
3. The LM has the right to publicly communicate the projects produced in the Residences exclusively for archival or institutional communication purposes, namely through the LM website or public display or presentation by writing, sound, image or any other means.

18th

(Legal Effects of the Operating Rules)

1. Compliance with the current operating rules is required from all occupants and other users of the Residences.
2. Failure to comply will result in the termination of the Temporary Occupancy Agreement and compensation for losses and damages suffered by the LM.
3. All lease agreements must include the occupant's obligation to comply with the current terms and conditions, as well as the decisions of the LM.

4 June 2019