

POLO CULTURAL GAIVOTAS | BOAVISTA
MAIN BUILDING – FORMER ESCOLA DAS GAIVOTAS

TERMS AND CONDITIONS

CHAPTER I
FACILITIES

1.st
(Scope)

1. The following terms and conditions apply to the cultural facilities of Polo Cultural Gaivotas | Boavista (hereinafter referred to as Polo), situated on the ground, first and second floors of the building located at Rua das Gaivotas 8, 1200-202 Lisbon, known as Main Building – Former Escola das Gaivotas (hereinafter referred to as Main Building) under the management of the Lisbon Municipality (LM), through the Cultural Action Division of the Municipal Direction of Culture.
2. The Polo Cultural Gaivotas | Boavista main office is located in the Main Building.
3. Use of the facilities in the Main Building is regulated by the following terms and any other instruments used to manage the facilities.

2.nd

(General description of the facilities)

1. The Main Building is composed of 3 (three) floors, as follows:
 - a) Ground Floor – Courtyard, commercial area, toilets and storeroom;
 - b) First Floor – 2 (two) rooms reserved for the Polo management, 4 (four) rehearsal rooms, 1 (one) training room, 2 (two) locker rooms and wc;
 - c) Second Floor – 6 (six) offices, kitchen and wc.

2. The areas described above are identified on the floor plans attached hereto as Attachment I.

3. Also managed from the Polo headquarters, the Residências da Boavista are located at Rua da Boavista 46, 1200-068 Lisbon (units 1ºE, 2ºD, 3ºD, 4ºE) and subject to their own terms and conditions.

3.rd

(Opening Hours)

1. The reception desk at the Main Building is open from Monday to Sunday, from 8 a.m. to 8 p.m.

2. The opening hours of the Main Building are from Monday to Sunday, from 8 a.m. to midnight.

4.th

(Facilities Management)

1. The Main Building is managed by the Lisbon Municipality (LM), through the Cultural Action Division of the Municipal Direction of Culture.

2. The Lisbon Municipality, through the Cultural Action Division of the Municipal Direction of Culture, will appoint an Executive Coordinator for the Polo Cultural Gaivotas | Boavista who will manage the operations and regular activities of the cultural facilities, including the Main Building, according to the present terms and conditions.

CHAPTER II

AREAS

5.th

(Types of Areas)

1. The Main Building has, common areas notwithstanding, three types of areas: offices, workrooms and a commercial area.

2. The offices, located on the 2nd floor, are intended for cultural producers, particularly those active in the performing arts field.

3. The workrooms, located on the 1st floor, are intended for artistic creative activities and rehearsals, preferably in the fields of music, theatre, dance and performing arts. These are activities for professional or emerging artists, as well as training in matters related to cultural activities.

4. The commercial area on the Ground Floor will preferably be used by a cafeteria or a related service.

6.th

(Occupancy Decision)

The occupancy of the Main Building will be decided by the Cultural Action Division of the Municipal Direction of Culture, which may delegate this power to the Executive Coordinator of the Polo in accordance with the General Principles provided under article 8 below.

7.th

(Occupants and Users)

1. Occupants are individuals or legal persons that, through established formal agreements, temporarily occupy the rooms identified above.

2. Users are individuals or legal persons that, while not included in the previous paragraph, are still considered service users.

8.th

(General Principles of Occupancy)

1. The offices shall be occupied by arts production organisations, preferably in field of the Performing Arts, based in Lisbon, or with relevant activity in the city, that do not have their own permanent office space.

2. The workrooms shall be occupied by arts production organisations, preferably in the field of the performing arts, that do not have their own permanent space for artistic creative projects or rehearsals. Priority is given to

professional and emerging artists and to activities that are appropriate for the requested rooms, specifically equipped for different artistic disciplines (music, theatre, dance and training), with confirmed engagements (public performances).

9.th

(Areas Usage)

1. Use of the spaces should be continuous and always exclusively for the purposes specified in the agreement.

2. It is forbidden for the occupants or users of the areas:
 - a) To use it for a purpose other than for what it was intended;
 - b) To practice any acts or activities that are not defined and determined in the agreement, except with the express written authorization of the Executive Coordinator;
 - c) To sublet or lease the space, either onerously or gratuitously, to third parties, without the Executive Coordinator's permission;
 - d) To occupy the space without actual use;
 - e) To carry out any maintenance or construction works without the previous written consent of the LM, through the relevant department;
 - f) To cause damage to the building in any way, shape, or form;
 - g) To commit acts which undermine the well being of the other occupants, guests, users and employees of the Polo;
 - h) To carry out any action that may damage the good name and image of the LM.

3. The occupants and users of the space are required to:
 - a) Make all required payments in a timely fashion, according to the schedule below;
 - b) Use water and electricity responsibly;

- c) Ensure the proper preservation, organisation, tidiness and safety of the space;
- d) Report any loss or theft of keys, as well as any abnormality in the building or technical equipment to the LM;
- e) Report all incidents that may jeopardise the integrity of the spaces and/or the building to the LM;
- f) Leave the space on the agreed date, vacant of people and any goods not belonging to the LM, and in the same state of repair that it was leased in, except for normal wear;
- g) Accommodate any maintenance or construction works in the building, particularly those requiring access to the leased space.

10.th

(Prices)

1. The price for the use of the different spaces of the Main Building are defined according to the LM's Prices and other Municipal Incomes Chart.
2. Payment should be made at the Main Building or at another LM service point, as indicated.
3. Payment is due before the beginning of the activity.
4. In the event of payment by bank transfer, proof of payment should be provided at least 2 (two) working days before the beginning of the activity.

SUBCHAPTER I

OFFICES

11.th

(Length of Use)

Offices are leased for a one-year period. Two lease renewals are permitted, for a total occupation of three years maximum.

12.th

(Room Use)

1. The offices are for exclusive use of the occupants, except when otherwise decided.
2. The Main Building has one shared office that, in this case, can be leased individually to different entities.
3. Access to the offices is guaranteed 24h a day, 7 days a week.
4. The use of the offices includes water, electricity, cleaning services, surveillance, internet and access to the kitchen.

SUB-CHAPTER II

WORKING ROOMS

13.th

(Length of Use)

1. The workrooms are leased for one shift, one day or one month, for the maximum period of, continuously or with interruptions, three months each year.
2. In certain circumstances, the workrooms can be leased for a longer period of time, with authorisation.
3. One work shift is defined as a minimum period of four consecutive hours from 9 a.m. to 1 p.m., from 2 p.m. to 6 p.m. or from 7:30 p.m. to 11:30 p.m.

14.th

(Working Rooms Usage)

1. There are five workrooms:
 - a) Room 1 – preferably for music;
 - b) Room 2 – Preferably for theatre;
 - c) Room 3 – Preferably for dance;
 - d) Room 4 – Multipurpose;
 - e) Room 5 – Preferably for training.
2. Each room should be used for the purposes stated above.
3. The workrooms can be used by different occupants in different shifts, except when otherwise decided.
4. Reservation requests for workrooms can be submitted via a form available online at <http://www.cm-lisboa.pt/polo-cultural-gaivotas-boavista>.
5. Reservation fees will only be reimbursed if the non-use of the space is communication to Polo Cultural Gaivotas | Boavista at least 24 hours in advance.
6. Occupants or users who fail to appear on three different days will be required to pay in advance for future reservations.
7. The workrooms are available from Monday to Sunday, during the three shifts established in the no. 3 of Article 13th above, except January 1, Good Friday, Saturday and Easter Sunday, May 1, December 24, 25 and 31, and other specific dates that may be defined by the LM.
8. The use of the workrooms includes water, electricity, cleaning services, surveillance, internet and the use of the technical equipment as described in the agreement.

**SUBCHAPTER III
COMMON AREAS**

15.th

(Common Areas)

The following areas of the building are for common use:

- a) The entrances, hallways, stairs and common passage corridors;

- b) The courtyard;
- c) The locker rooms and wc.

16.th
(Use of Common Areas)

1. 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 the use of all the occupants, guests, users and Polo employees.
2. The temporary use of the common areas exclusively by an occupant to develop any activity such as an interview or filming is subject to prior authorization of the Executive Coordinator.
3. The common areas are intended for common use only, unless otherwise stipulated in the agreement or determined by the Executive Coordinator.
4. It is prohibited to:
 - a) Smoke in the building;
 - b) Obstruct, even if temporarily, with furniture, material, boxes or any other objects, the entrances, stairs, landings, hallways, courtyard or any other common areas of the building, which should be completely unobstructed unless specifically authorized by the Executive Coordinator;
 - 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 identifying the occupants or any third party without prior permission from the Executive Coordinator;
 - e) Leave the common entrances of the building open or opening them to unknown persons;
 - 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 Main Building 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 and any other applicable norms.

CHAPTER III

COMMON PROVISIONS

17.th

(Civil Liability)

1. Leased areas, common areas, technical equipment and any other material made available is to be used strictly for its intended purposes, in a manner that contributes to the conservation of the spaces and equipment, and to strictly respect the equivalent or special rights of all other users.
2. Any damage done to the leased areas, equipment and any other material is the exclusive responsibility of the occupant or user having caused the damage, including the responsibility to compensate the LM.
3. Any damage done to the common areas of the building is shared between the occupants. Should any damage be verified, compensation will be due to the LM from the corresponding user.
4. Civil liability will be shared between the occupants in an amount proportional to the value of their spaces, unless damages can be tangibly attributed to one or more occupants or users, in which case the responsibility will be individualized, accounting for the damage done, even if by individual users.
5. The occupants and users will be responsible for any acts committed by any of their employees, in accordance with the law.

18.th

(Insurance)

1. The occupants must hold a valid indemnity and multi-risk insurance contract that cover risks inherent to the activities carried by the occupants and the assets under their responsibility.
2. The occupants and users must hold an Insurance contract covering Accidents at Work, if applicable, in accordance with the law.

19.th

(Promotion)

1. The occupants and users are not allowed to negotiate sponsorship, funding, patronage or any other contract with a third party that involves any physical, digital or any other means that may exist in the future, of advertising, commercial or institutional references in such a way that suggests an extension to the Polo Cultural Gaivotas | Boavista, the Residências or the LM without the prior approval of the Cultural Action Division of the Municipal Direction of Culture that can delegate this competence to the Polo Executive Coordinator.
2. The occupants of the Main Building must include the logos of the Polo Cultural Gaivotas | Boavista and Câmara de Lisboa in all promotional materials, in the case of offices, or the promotion of the specific activity carried out in that space, in the case of the workrooms.
3. The LM has the right to publicly reproduce or communicate, particularly on their website, or through public display or presentation by writing, sound, image or any other way, the projects produced in the Main Building, exclusively for the purposes of archive and institutional advertising.

20.th

(Legal Effect of the Operating Rules)

1. Compliance with the current operating rules is required from all occupants and any other users of the Main Building.
2. Failure to comply will result in the termination of the occupation 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, which form an integral part of the agreements, in addition to the formal decision of the Polo Executive Coordinator.