

# **RENTAL AGREEMENT: For Guests & Personal Residencies**

**RESPECTIVE PROPERTY OF THE PARTIES:** All rights, creative work and efforts of the Guest or Artist in Residence (AIR) shall be and remain the property of the AIR. However, the documentation by audio/visual and photographic processes of the creative works and activities of AIRs while in residence shall remain the property of 360 Xochi Quetzal (360XQ). AIR agrees to allow reproduction of said documentation for 360XQ's promotional materials, at 360XQ's expense.

**HOLD HARMLESS:** Guest/AIR agrees that neither 360XQ, nor any of its officers, directors, and employees will be liable for any damages arising from personal injuries sustained by Guest/AIR or their guests in or about 360XQ premises as a result of using the facilities and any equipment, services, food or other provisions. AIR agrees that neither 360XQ nor any of its officers, directors, employees and consultants shall be liable for any loss or theft of personal property.

**INDEPENDENT GUEST:** During the visit to the Lake Chapala area, the Guest/AIR is an independent guest. The Guest/AIR agrees to be responsible for his or her own actions as they pertain to the local community and state and federal laws and regulations.

**MEDICAL AWARENESS:** Guest/AIR is responsible for informing 360XQ of any serious or life-threatening medical conditions and any medications taken regularly. Should the Guest/AIR have any specific medical requirements, any special arrangements must be discussed in advance of the residency with Program and Operations Manager, Deborah Kruger or Landlord, Christian Robertson

**CODE OF CONDUCT:** During the residency, the Guest/AIR agrees to respect the 360XQ facilities. The Guest/AIR is expected to conduct him/herself in an appropriate manner, and respect all others in residence. 360XQ reserves the right to end a rental to a Guest/AIR (and any of their guests') at their discretion.

**DRUGS/FIREARMS:** 360XQ prohibits the use or possession of drugs prohibited by law. 360XQ prohibits the possession of firearms or other weapons.

**YOUR GUESTS:** During your residency, you may have spouse/partners/guests stay with you in your live/work space if there is

space available. Children and pets are not permitted in the residence, no exceptions. Your guests are subject to the same conditions contained in this contract.

**EQUAL OPPORTUNITY:** It is the policy of 360XQ that there shall be no discrimination with respect to selection of Guest/AIRs because of race, color, religion, national origin, gender, age, sexual orientation, physical limitations or military status.

**HOUSING:** AIR will be provided a fully furnished apartment with workspace during the residency. It must be left in the same condition as it was upon arrival. Rent includes all utilities, internet, and maid service every 2 weeks. There is a laundry on the premises of our building located at Gonzalez Gallo #1B for the use of Guest/AIR and their guests.

**DEPOSIT AND RENTAL FEE:** Guest/AIR shall give 360XQ a deposit for at least half of the rental (via PayPal account 360xochiquetzal@gmail.com) in order to reserve the space. The balance of the rental fee is due 30 days before the Guest/AIR arrives. All payments are due in US dollars. Shortages due to exchange rates or PayPal fees are the responsibility of the Guest/AIR.

**CANCELLATION:** If you cancel your reservation and we can find someone else to take the space, you will get your deposit back less a \$50 administrative fee. If we can't fill the space, we will hold the money for a year and hope that you can reschedule your trip for a time when the space is available.

**DAMAGES:** Guest/AIR shall make restitution for intentional or unintentional damage to any 360XQ property (including but not limited to) tools, equipment, and residence) caused by Guest/AIR and this amount shall be paid using their PayPal unless other arrangements are made.

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**INTERVIEW:** If you are an artist/writer/musician, at the conclusion of your residency, 360XQ may ask you to participate in an evaluation/interview of the residency program. We may also want to do a short video interview with your permission. AIR agrees to allow reproduction of said documentation for 360XQ's promotional materials, at 360XQ's expense.

**AGREEMENT ACCEPTANCE:** By sending your deposit, Guest/AIR agrees to all conditions detailed in this agreement.