ANNEX II

To the Agreement №………/………. 2022

Regulations for the use of the Sala Tiziano exhibition space, located in Dorsoduro 919, 30123, Venice, hereinafter referred to in this contract as “THE BUILDING"

**I.TERM LENGTH**

THE PARTIES agree to the temporary use of the space - Sala Tiziano – at Dorsoduro 919, 30123, Venice, to host an exhibition open for the period from the 5th of May to the 4th of December 2023, including installing and dismantling time. On 4 December 2023 the agreement terminates for the current year, and resumes in the years 2024 and 2025 according to the dates officially communicated by the Fondazione La Biennale di Venezia for the 60th Venice Biennale of Art (2024), and the 19th Venice Biennale of Architecture (2025). For years 2024 and 2025, the occupation of the space is considered to be 14 days prior to the official opening date of the Venice Biennale, and the release of the space up to 8 days after the official closing date of the Venice Biennale.

**II.EVENT**

The premises, subject of this contract, are provided for the allocation and hosting of the exhibition event – the Bulgarian Pavilion for its participation in the 18th Venice Biennale of Architecture (2023), the 60th Venice Biennale of Art (2024), and the 19th Venice Biennale of Architecture (2025).

**III.CONDITION OF THE BUILDING**

THE CUSTOMER is aware and acquainted with the premises of the building, as well as the premises of the exhibition overall, and declares that he considers them suitable for the event.

**IV.TRANFER OF THE PREMISES**

THE CUSTOMER is obliged to vacate all premises of the building by December 4th, 2023, by 18:00, immediately after the end of all assembly and dismantling activities. For years 2024 and 2025, the deadline to return the premises is set 8 days after the official closing date of the Venice Biennale. Upon expiration of the above-mentioned term, THE COLLABORATOR does not take any responsibility for abandoned by THE CUSTOMER items in the exhibition premises, and THE CUSTOMER loses all rights of use of the premises given to them by THE COLLABORATOR. THE COLLABORATOR is free to dispose of any and all abandoned items and has a right to ask for compensation if any additional cost and/or damages occurred in connection to the storage and protection of abandoned items. With the removal of the exhibition, THE CUSTOMER is obliged to restore the premises, subject of this contract, to their original state. The cost of cleaning and restoring of the original appearance of the exhibition premises are borne by THE CUSTOMER himself. THE CUSTOMER is required to allow passage to the exhibition premises to any authorized by THE COLLABORATOR personnel.

**V.OBLIGATION AND RESPONSIBILITIES OF THE CUSTOMER**

* The use of the premises, subject to the agreement, is the sole right of THE CUSTOMER, who will strictly comply with all technical and safety requirements, specified by THE COLLABORATOR and required by the law.
* THE CUSTOMER releases THE COLLABORATOR from any liability, regardless of situation, regarding events that lead to damage inflicted to third parties, regarding theft and other negative consequences – damage resulting from non-compliance with the above-mentioned, caused by any assets of THE CUSTOMER and third parties.
* The use of the exhibition premises must be suitable with the nature, intended use, the structural features and the conformity to standards of the place (Catholic Clerical Institution), with the exclusion, in all cases, of the residential use.
* Inside the granted exhibition spaces, it will not be possible to modify or tamper with structures or furniture, unless authorized. To this end the CUSTOMER declares and recognizes that exhibition spaces, equipment and furniture given for a temporal use, are bound by “Sovrintendenza ai Beni Culturali”; for this last reason the CUSTOMER commits itself to show in advance and submit the works that will be exposed for approval to the COLLABORATOR, and in any case, they must be absolutely consistent with the purposes of the location.
* The CUSTOMER will grant the access through the cloister to the guests and suppliers of Religious Guest House “Centro Culturale Don Orione Artigianelli”, which is part of the same property.
* THE CUSTOMER has the right to use the outdoor spaces of the cloister for organizing and holding a reception at the opening of the exhibition.
* During the official days of the vernissage of the Venice Biennale 2023, 2024 and 2025, THE CUSTOMER accepts that the outdoor spaces of the cloister may be used, on a date to be agreed upon, for the inaugural event of any exhibition possibly organised in the adjacent Church of Santa Maria della Visitazione, which is part of the same property.
* THE CUSTOMER has the right to exhibit the works in the interior spaces of the exhibition premises, and along the walls of the cloister. If THE CUSTOMER wished to exhibit the works in the outdoor garden of the condominium, THE COLLABORATOR reserves the right to consider THE CUSTOMERS’S wish before granting permission.

**VI.DEPOSIT**

THE CUSTOMER is obliged to pay the amount of 5 000 € (five thousand euros) via bank transfer as a guaranteed deposit within 30.04.2023, and within 21 days before accessing the spaces granted in subsequent years 2024 and 205. The amount is intended to be used only for the removal and repair of minor damages and/or cleaning of the premises after the end of the exhibition.

Upon expiration of the term of use of the exhibition space, the contract parties shall draw up a handover protocol and certify the condition of the used premises. Any damages to the interior and of the external spaces of the garden/yard shall be described by the contract parties in the handover protocol that becomes binding. THE COLLABORATOR may **not** claim any damages and pollution, other than those certified by the parties in the handover protocol that is drawn up upon the return of the premises by THE CUSTOMER.

THE COLLABORATOR is obliged to provide THE CUSTOMER within 10 (ten) working days from the release of the premises - a report on the cost necessary to remove any damage and pollution caused, and after prior written consent of THE CUSTOMER, THE COLLABORATOR has the right to use the relevant amount from the guaranteed deposit.

THE COLLABORATOR must return the guaranteed deposit to THE CUSTOMER within 10(ten) working days after the return of the premises, after any (if any) deduction has been made in order to resolve inflicted damage and pollution that were certified in the handover protocol and approved by THE CUSTOMER.

**VII.PREPARATION OF THE PREMISES**

In the event that THE CUSTOMER wishes to have the accessible spaces covered by the contract customised by third parties, he must notify THE COLLABORATOR in writing, while also providing the implementation plan for approval.

**VIII. ADDITIONAL SERVICES**

Any additional services that THE CUSTOMER may request from THE COLLABORATOR (materials for preparation, transport and accommodation, or other services required for the implementation of the project) will be subject to a separate written agreement between the parties.

**IX**.**FINAL CLEANING**

THE COLLABORATOR will provide the initial cleaning of the accessible spaces covered by this contract.

THE CUSTOMER must return the room under the same condition in which he received it, clearing all materials left after the dismantling and removal of the exhibition.

**X.OBSERVATION**

Monitoring (observation) of the building is mandatory during the working hours of premises. All parties agree that the working hours of the exhibition are in the interval from 10:00 to 19:00, with one day off, unless otherwise specified and agreed by the parties for special occasions. The parties agree that the observation of the premises and the exhibition will be carried out by one steward during the working hours of the exhibition, for which they will conclude an additional agreement to the contract.

**XI.INSURANCE**

No later than 7 days before the official opening of the exhibition, THE COLLABORATOR will provide THE CUSTOMER with the Civil Liability Insurance Policy concluded by the contract to any third parties (damages against visitors) but does **not** assume any responsibility for damage to the exhibited items.

THE COLLABORATOR is not responsible for damages to the building or any object inside the building during THE CUSTOMER`S stay, whether before, during or after the closing of the premises.

THE COLLABORATOR does **not** accept responsibility in case of misuse and/or improper use of any equipment and the premises.

Civil liability for the available materials, their safety and use are borne entirely by THE CUSTOMER and his employees.

**XII.TERMINATION**

In the case that THE CUSTOMER breaches any of his agreed upon obligations, be it due to intent or gross negligence, THE COLLABORATOR has the right to terminate the contract without the need for notice, the consequences of which are governed by the applicable law.

**XII.CLAIMS**

All objections by THE CUSTOMER must be made in writing within 7 (seven) days from the occurrence of the neglect.

No action may be brought, even exceptionally, in court in the absence of regular payment of the sums provided for in the contract.

**FOR THE CUSTOMER: FOR THE COLLABORATOR:**

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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Luca Berta

Director

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Chief accountant