

Accommodation Agreement

This Accommodation Agreement is entered into on the [] day of [], 2021 (the “Agreement”) by and between:

BETWEEN

- (1) **Tashkeel LLC**, a limited liability company duly incorporated under the laws of Dubai, United Arab Emirates pursuant to trade license no. 603202 and having its registered office at Nad Al Sheba, PO Box 122255, Dubai, United Arab Emirates, telephone number 04 336 3313, fax number 04 336 1606, email address tashkeel@tashkeel.org and represented by [], [] national and holding Emirates ID No. [] (hereinafter referred to as “**Tashkeel**”); and
- (2) Mr./Mrs. [], [] national, holding Passport No. [] and having its registered address at [], telephone number [], fax number [], email address [] (hereinafter referred to as the “**Guest**”).

Property: **Unit No.** [];
No. of Rooms: 01 – Fully furnished apartment;
Building Name: [];
Property /Building Location: [], Dubai, U.A.E.

Term: From: [DD/MM/YY], To: [DD/MM/YY]

WHEREAS:

- (A) Tashkeel carries on several art related activities, including but not limited to, seminars, trainings, training courses, classes, programme, workshops, exhibitions and conferences (each hereinafter referred to as the “**Event**”);
- (B) The Guest is being hosted by Tashkeel as a guest or participant in one of the Events organized or hosted by Tashkeel during the term outlined above (the “**Term**”); and
- (C) Tashkeel owns the property specified above (the “**Property**”), or is authorized to enter into this Agreement on behalf of its owner, and desires to accommodate the Guest and lend him/her the Property to occupy and use during the Term in accordance with Article 849 of the UAE’s Federal Transaction Code No. 5 of 1985 (as amended) and the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants herein contained, Tashkeel and the Guest agree for themselves, their successors and assigns, as follows:

1. Occupancy

- 1.1 Tashkeel hereby lends the Property to the Guest to occupy as fully furnished (in accordance with the list of furniture attached herewith in Schedule 1 – the “**Furniture**”– any and all references to the Property in this Agreement shall include the reference to the Furniture) and the Guest borrows the Property in accordance with the terms and conditions of this Agreement.

2. Warranties

- 2.1 Based on the nature of this Agreement, and without limitations to any other legal obligation, the Guest hereby warrants and undertakes to:

- a) Not to use the Property other than as a private single family apartment only for the sole occupancy of the Guest and his/her family as a visitor and not to lease the Property or consider it to be his/her property or residence in any case;
- b) Use the Property for all usual legal purposes expected from him/her as a guest and not for the use of drug, abuse of any person or for any other illegal activity;
- c) Not to keep or allow any animals or pets of any kind to enter or be kept in the Property;
- d) Not to smoke, drink or consume alcohol inside the Property;
- e) Not to carry any alterations, additions and/or modification to the Property and not to remove or permit to be removed any item of the Property's fixtures, furniture, fittings, appliances and effects from the Property in which such items shall have been found at the commencement of the Term of this Agreement;
- f) Notify Tashkeel immediately in the event of fire or any accident in the Property or involving the Property,
- g) The Guest shall be responsible for insuring all his/her belongings placed in the Property and all the Guest's valuable items must be kept in the security safe box provided in the Property;
- h) To maintain the Property in a good and clean condition and only use it in a careful and lawful manner;
- i) Occupy the Property in a civilized manner, be respectful to the neighbors and their rights, including but not limited to not, avoid making any noise that is likely to disturb them and to respect and comply with the building's regulations and all the applicable laws; and
- j) Dispose all the waste materials generated during the Term and the Guest's stay at the Property.

2.2 The Guest hereby understands that Tashkeel, its representatives, the owner/s of the Property and / or any cleaning servants has the right and may enter the Property at any time during the Term, whether for the cleaning and/or maintenance purposes or to inspect the Property.

2.3 The Guest hereby confirms that he/ she has inspected the Property upon or prior to signing this Agreement and confirms that it was found in an excellent condition.

3. TERMINATION

3.1 This Agreement is non-renewable and shall automatically terminates at the end of the Term unless terminated earlier in accordance with Clauses 3.2 and 3.3.

3.2 The Guest understands and accepts that Tashkeel has the full right, and without any liability to terminate this Agreement at any time especially.

3.3 If the Guest failed or neglected to perform or observe any of the Guest's covenants and warranties or breached the conditions herein contained or misused the Property in any way, Tashkeel may, without prejudice to any other right, action or remedies available to it under the applicable laws, terminate this Agreement with immediate effect.

3.4 The Guest shall vacate the Property on or before the end of the Term or immediately upon the termination of this Agreement by Tashkeel in accordance with Clauses 3.2 and 3.3. Should the Guest fail or refuse to vacate the Property at the end of the Term or any earlier termination of this Agreement as outlined in this Clause 3, the Guest shall pay Tashkeel a daily penalty of AED 2,000.

Parties' Initials: _____

- 3.5 Before vacating the Property, whether at the end of the Term or any time prior to that, Tashkeel may inspect the Property to ensure that it is free from all and any damages. Upon such inspection, should any damages be found to be caused to the Property by the Guest, the latter would be fully responsible for all the costs and expenses that might be incurred by Tashkeel for the repair of such damages.
- 3.6 The Guest hereby undertakes to vacate the Property in a good and clean condition and ready for occupancy by Tashkeel's next guest. All internal door keys must be kept in the correct doors and the Guest shall return all external door keys, access cards to Tashkeel. If these are not returned upon Tashkeel's request, the Guest will be charged for the costs associated with the replacement of the missing items;
- 3.7 Any provision of this Agreement that imposes continuing obligations on either of the Parties shall survive the termination of this Agreement and shall remain in full force and effect following the Termination Date.

4. Indemnification and Limitation of Liability

- 4.1 The Guest and his/her visitors shall indemnify and hold harmless Tashkeel (and the Property owner/s) against any and all claims of personal injury or property damage or loss arising from the use of the Property regardless of the cause or nature of the accident, injury, loss or damage.
- 4.2 The Guest hereby understands and accepts that whatever insurance policy Tashkeel or the Property owner may have in connection of the Property will not cover the Guest's personal items, belongings or properties or those of his/her visitors. The Guest is advised to arrange for his / her own insurance if desired.
- 4.3 The Guest shall be responsible for all his/her items and belongings, whether valuable or invaluable, and must ensure prior to vacating the Property to collect and take all his/her belongings. Tashkeel shall not be responsible for any items or belongings, regardless of its nature or value, which might be left behind at the Property by any Guest.
- 4.4 The Guest hereby warrants and undertakes to fully indemnify, protect and compensate Tashkeel and the Property owner/s for and against all and any damages or losses (including loss of profit and legal fees and expenses) that might be sustained by them or caused to the Property by the Guest's actions, omissions or violations of any of the provisions of this Agreement or any applicable law.

5. Law and Jurisdiction

- 5.1 This Agreement is governed by and interpreted in accordance with the laws of Dubai and the UAE. Any dispute or controversy arising from this Agreement shall be settled by the competent courts of the Emirate of Dubai. This Agreement is not a lease contract and shall not be construed as such or be subject to the jurisdiction of the Rental Dispute Settlement Centre.
- 5.2 Notwithstanding the foregoing, Tashkeel reserves the right to apply to any competent judicial authority in any jurisdiction for a claim that it may have against the Artist for any damages it may sustain in connection with any breach of this Agreement, including but not limited to, any interim or conservatory relief.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorised officers on the Effective Date.

**FOR AND ON BEHALF OF
TASHKEEL**

**FOR AND ON BEHALF OF
THE GUEST**

Signature

Signature

Parties' Initials: _____

**SCHEDULE 1
List of Furniture**

[inventory pending]

Note: One (1) Main door key and one (1) Access Card of the Property are in the possession of the Guest and will be handed over by him/her along with the items set out above when vacating the Property at the end of the Term.

Parties' Initials: _____