TEMPORARY, SHORT-TERM OCCUPANCY AGREEMENT: CHASSE-GRAY POP-UP STORE

Between

L’AGENCE BRUXELLOISE POUR L’ACCOMPAGNEMENT DE L’ENTREPRISE (the Brussels Agency for Business Support), a public limited compagny with a social purpose, with registered office at Chaussée de Charleroi, 110, 1060 Saint-Gilles, Belgium, company number 0678.485.603 and acting under the branding name hub.brussels, legally represented by Johan Basiliades, Vice-chairman of the board of directors.

Hereinafter “hub.brussels”

And

IF LEGAL ENTITY: [NAME], with registered office at ……………………………………………………………, registered at Banque Carrefour des Entreprises under number ………………….. legally represented by [SURNAME, NAME] in his/her capacity as [ROLE].

IF NATURAL PERSON: [SURNAME, NAME] whose address is ………………………………………………………, registered at Banque Carrefour des Entreprises under number………………..

Hereinafter “The Occupant”;

hub.brussels and the Occupant are jointly referred to as “The Parties”.

# Preamble

As part of the socioeconomic activity carried out under the “Chasse Gray” Sustainable Neighbourhood contract and the Etterbeek neighbourhood rejuvenation programme implemented by hub.brussels, the latter intends to open a “pop-up store” on Chaussée de Wavre.

The idea of a “pop-up store” is to create a temporary shop, which will give individuals with a business idea the chance to benefit from the support of hub.brussels in its launch and provide them with a premises in which to trial their retail concept.

Opening a pop-up store in this shopping street will enable us to increase footfall and customer numbers.

The Occupant has been selected in accordance with the “Chasse Gray Pop-up store- Participant Regulations”, on the basis of plans submitted by each candidate and approved by hub.brussels. These regulations and the plan form an integral part of this agreement and are set out in the annex.

# It is agreed as follows:

## Article 1. Object, location and nature of the agreement

1.1 hub.brussels authorises the Occupant to occupy, on a temporary and very short-term basis, a limited space referred to as “the occupied premises”, located at Chaussée de Wavre, 331 in 1040 Brussels. This premises is located on the ground floor, and has a surface area of 65 m², a room of 10 m² on the first floor, a private garden and a basement.

1.2. This occupancy is only granted on a short-term basis. The short-term nature of this occupancy constitutes the essential element of the agreement between the parties, without which neither hub.brussels nor the Occupant would be under any obligation. Therefore, this agreement cannot, under any circumstances, be treated as a lease, particularly a commercial lease to which the law of 30 April 1951 would be applicable.

1.3. The occupancy is authorised solely in view of the realisation and implementation by the Occupant of the plan approved by hub.brussels in accordance with the “Chasse Gray Pop-up store- Participant Regulations”, and this shall be the case for the whole designated period.

## Article 2. Entry into force

2.1 This agreement comes into effect on [xx/xx/xxxx] and will end on [xx/xx/xxxx] with no option to extend.

2.2 The Occupant undertakes to return the premises on the date established in the first paragraph. Failure to fulfil this obligation will result in them being required to pay hub.brussels compensation of €100 per calendar day of delay, without prejudice to any other damages and interest, in particular the Occupant’s obligation, in such circumstances, to reimburse hub.brussels for any compensation the latter may be required to pay to third parties, and without prejudice to the right to have the former expelled.

## Article 3. Occupancy fee

3.1 The Occupant is obliged to pay a fixed monthly fee of 350 EUR in exchange for this occupancy, which will be used to cover the services, costs and charges of the building.

3.2 hub.brussels may levy an additional fee on the Occupant in the case of excessive consumption compared to the prorata amount corresponding to this occupancy, if this consumption exceeds €35 per square metre annually.

## Article 4. Personal nature of this agreement and prohibition of transfer

4.1 The benefits conferred on the Occupant by this agreement are not, under any circumstances, transferable to a third party. The Occupant will no longer enjoy these benefits if the conditions specified in this article are no longer met.

4.2 As a result of the individual nature of the temporary, short term occupancy agreement and the intuitu personae nature of the rights granted to the Occupant, the latter cannot, under any circumstances, assign these rights, in any way, neither totally nor partially, nor may they bestow any rights, particularly the right to rent or simply occupy all or part, however small this may be, of the premises which are the subject of this agreement.

## Article 5. Obligations of the occupant

**Occupant obligations for the premises**

5.1. The Occupant agrees to the following for the entire period the premises are occupied:

* to return the premises in accordance with article 2 of this contract;
* to pay the amount corresponding to the fees and charges in accordance with article 3 of this contract;
* to occupy and maintain the premises peacefully and with due diligence, according to its purpose, without causing a nuisance or disturbance, either to the neighbours of the rented premises or to the building itself, in accordance with article 10 of this contract;
* not to keep any merchandise on site which is liable to emit an unpleasant odour in the building or its vicinity, or which is liable to represent some form of danger. The use of propane or butane gas cylinders is prohibited;
* to act in strict compliance with the internal regulations (for the building and shared garden), of which they have received a copy and state that they understand and fully accept all terms.
* to assume custody and provide effective protection of the occupied premises, and to expressly absolve hub.brussels and its rights holders of all responsibility in the case of theft or damage affecting the occupied premises or its facades;
* to fit out the entire occupied premises with all material and equipment required to carry out their activity and fulfil administrative obligations, with no entitlement to request any intervention at the expense of hub.brussels;
* to arrange insurance cover of the premises for the duration of their occupancy, covering risks arising from the latter, in accordance with article 8 of this contract;
* to carry out no work without the written consent of hub.brussels. All decoration and/or improvements and/or building work carried out by the Occupant will remain the property of hub.brussels upon their departure, and the Occupant will not be entitled to claim any compensation;
* to guarantee hub.brussels and its agents, representatives, contractors, architects and other participants free access to the occupied premises for the duration of the occupancy, whether or not the Occupant is present.

5.2 The following are also the responsibility of the Occupant:

* repair and, if necessary, replacement of any equipment or facilities damaged during the occupancy, unless this damage is due to obsolescence or inherent defect;
* repair work which would ordinarily be the responsibility of hub.brussels but which is necessitated by the presence of the Occupant or a third party shall be the responsiblity of the latter;
* replacement of cracked or broken glass or windows;
* maintenance of the shutters and the maintenance of the seats, aerators, hoses etc. of the taps and basin, shower, WC, sink, bathtub, etc. accessories;
* replacement of float valves, connectors, flappers, flush chains, flush valve, etc. as well as the replacement of the toilet seats;
* protection of the facilities from the effects of ice and ensuring that the sanitary appliances, pipes and drains are not obstructed due to this;
* No ariels may be installed on the roof or facade of the building and, more generally, nothing may be fixed to these except the shop sign. The fixation of signs, illuminated or not, sun canopies and awnings and display boards is subject to prior authorisation by hub.brussels;
* any private telephone or television subscriptions or other fees relating to line rental, utilities, supplies and rental of meters.

5.3 All damage resulting from full or partial failure to comply with these obligations will be compensated at the cost of the Occupant.

**Project and coaching obligations**

5.4 The Occupant agrees to the following for the entire period the premises are occupied:

* to implement the project, in accordance with the plan submitted to hub.brussels during the application process and as attached to this agreement. The Occupant undertakes to maintain sufficient and regular stock of products/designs of the same nature or equivalent throughout the duration of their occupancy;
* To notify hub.brussels of, and gain approval for, any events which the Occupant intends to organise by email, two weeks in advance of the planned date, at the latest. However, if the Occupant wishes to occupy the public space in front of the shop, they must inform hub.brussels at least five weeks in advance of the event. This agreement cannot, under any circumstances, be tacit. Said email will specify what the event will entail and its appropriateness in terms of rejuvenating Chaussée de Wavre. All necessary permissions must also be sought (from the College of the Mayor and Aldermen, Sabam, etc.). They must be submitted at least one month in advance to the competent authorities. The Occupant guarantees that all events will be free to the hub.brussels staff involved. They will undertake, as a minimum, to organise an opening event after moving in and must include the neighbourhood (invitations, etc.);
* to ensure that the pop-up store is promoted and to actively share information within their professional and/or artistic network;
* They must manage the “Auberge Espagnole Pop-up” Facebook page with the project coordinator(s) in accordance with the procedures agreed (see guidelines) prior to occupying the premises, including providing content, reporting news and mentioning the page in all communication;
* to clearly and unambiguously include the following in all communications relating to the pop-up store:
* The official Auberge Espagnole logo, with no changes to the typography.
* The fact that hub.brussels is the instigator and organiser of the project, with the support of the Chasse Gray Neighbourhood Contract and the Etterbeek Municipality
* the official hub.brussels logo, with no changes to the typography
* the logos of the Chasse-Gray Sustainable Neighbourhood and the Etterbeek Municipality
* to ensure that all press conferences and/or openings are held in cooperation with hub.brussels, unless an exception is expressly granted in writing. This cooperation implies the division of tasks according to a mutually agreed written plan. hub.brussels, the Chasse-Gray Neighbourhood Contract and the Etterbeek Municipality are the sole authorised sponsors to be mentioned in all communication regarding the pop-up. All other sponsors must be authorised by hub.brussels and can then appear in communications regarding the event;
* The Occupant accepts the coaching provided by hub.brussels and commits to:
* Being involved and actively taking part in the coaching;
* Keeping their commitments;
* Providing the work, information and documents requested by the coaches by the deadlines;
* Communicating constructively and reporting any issues or disagreements as soon as possible
* The Occupant undertakes to use the tools provided by hub.brussels (customer questionnaires, patron counter, camera, indicators, etc.), in order to collect statistics which will make it possible to evaluate the project as a whole, as well as that implemented by the Occupant;
* Complying with the Manifesto signed when the application was submitted;
* Complying with the occupancy charter whose key elements are included in this Agreement and which must be signed on taking possession of the premises.

5.5 All damage resulting from full or partial failure to comply with these obligations will be compensated at the cost of the Occupant.

## Article 6. Obligations of hub.brussels

hub.brussels undertakes to :

* Grant access to the space indicated in article 1 of this agreement;
* Provide one or two sets of keys for the doors (entrance, emergency exit, shutters, bathroom facilities, etc.)- a key handover document will be drawn up to this effect- and, if necessary, the alarm code;
* To allow the Occupant to fully implement their plan, respecting the various applicable regulations, those in this agreement and the “Chasse Grey Pop-up store Participant Regulations”;
* Provide the Occupant, free of charge, with a tailored coaching programme during the entire occupancy period.

## Article 7. Termination

7.1 hub.brussels reserves the right to terminate the occupancy, providing notice of [10] calendar days, from the date on which written notification is provided to the other party.

7.2 If the Occupant severely fails to fulfil its obligations, hub.brussels can terminate the occupancy with no prior notice.

7.3 The Occupant cannot, in any case, claim compensation for this termination.

7.4 This agreement can be terminated by the Occupant by giving notice at least three months before the first day of occupancy. Failing this, they will be obliged to pay a fixed fee of one month’s rent (EUR 350).

## Article 8. Insurance

8.1 The Occupant undertakes to take out insurance with a Belgian insurance company or one approved in Belgium, for the full duration of the occupancy. This must be a “comprehensive-fire” policy, covering their furniture and merchandise.

The following risks must be covered:

* cover for their materials and products (theft and other damage)
* Rental risk

They will, upon request by hub.brussels, provide proof of the existence of suitable and up-to-date insurance cover.

8.2. With regards third parties, the Occupant is also responsible for all damage resulting from their presence from their customers/the public during the implementation of their plan.

## Article 9. Security

9.1 To ensure execution of all of the obligations incumbent upon them, the Tenant must pay a guarantee of €500 into the account of hub.brussels (BE 65 0910 1999 8496)

This amount must be paid, at the latest, by the first day of occupancy of the premises by the Tenant. It will be returned at the end of the agreement period subject to the fulfilment by the Tenant of all their obligations, less any amounts potentially due.

9.2 The Tenant cannot occupy the premises before the guarantee has been paid, unless they receive hub.brussels approval.

## Article 10. Usage and maintenance of the premises

10.1 The Occupant will use the premises as well as the equipment and tools provided to (notably, tables, easel, etc., a list of which will be provided when the inventory of the premises is done) with due diligence, in accordance with their purpose, the technical rules of use, and the plan, upon which the decision of hub.brussels was made. This usage is by no means exclusive and implies an obligation to maintain the premises (regular cleaning).

10.2 In accordance with the municipal regulation, if the quantity of waste produced daily is in excess of 80 litres in a white bag and/or 50 litres in a blue bag and/or 30 litres in a yellow bag, the Tenant must sign a waste collection contract with the registered collector of their choice at the beginning of the lease or as soon as they become aware that the waste produced exceeds the quantities above. The Tenant should contact the municipal waste department (0800 25 755) if necessary.

10.3 The Occupant will comply with the applicable rules, particularly with regards neighbourhood, police, security and hygiene-related disturbances. They will also possess all legally required authorisations, both for the implementation of their plan within the pop-up and for the organisation of any one-off events. In this regard, it is expressly specified that with regards refuse collection, receptacles containing household waste cannot be placed on the public street until 20:00 on the evening before collection and cannot be left out after 14:00 the following day. They are obliged to use the type of bag specified by the collection services. The bags must be carefully sealed. All other waste must be disposed of in accordance with the regulations established by the Brussels-Capital Region and the Etterbeek Municipality.

10.4 The Occupant undertakes to be open for a minimum of 5 days per week and to respect the opening hours listed below:

* Monday from ..... to ......
* Tuesday
* Wednesday
* Thursday
* Friday
* Saturday

If the Occupant intends to alter the opening times or days, they must inform hub.brussels and seek approval. The Occupant must be attuned to their clientèle and use the means at their disposal to inform them (update on Facebook, etc.).

10.5 The Occupant engages to set the alarm every night and properly secure all points of access, including the shutters. The window shutter must remain open to ensure continuous counting. However, the door shutter will be closed.

## Article 11. Contacts-resources

To ensure smooth implementation of the project and facilitate exchanges between the Parties, the Parties will appoint the following contacts-resources for the Agreement:

* For hub.brussels:
* Contact :

[CONTACT HUB NAME – email, telephone]

* For the Occupant:
* Contact :

[PROJECT MANAGER NAME + function for the project – email, telephone]

* Other contacts-resources:

[PROJECT MANAGER NAME + function for the project – email, telephone]

[PROJECT MANAGER NAME + function for the project – email, telephone]

The Parties can unilaterally change the Agreement contacts-resources and their contact information at any time as long as they inform the contact-resource of the other Party.

## Article 12. Entrance, maintenance and leaving the premises

12.1 At the beginning and end of the occupancy, a detailed inventory will be drawn up by the parties at joint expense. If no inventory has been produced, it will be assumed that the Occupant received it in the same condition as is found at the end of the agreement, in the absence of proof to the contrary, which may be provided by any legal means.

12.2 The Occupant acknowledges having received the premises in a good state of repair and undertakes, at the end of the agreement, to return them to hub.brussels in the same condition. For this purpose, the Occupant must:

* Thoroughly clean the premises and all accessories (easel with no traces of chalk or other marks, etc.) provided to them by hub.brussels;
* Remove all waste;

hub.brussels will be entitled to invoice the Occupant for the cost of any repairs and a fixed fee of €100 deductible from the rental deposit for cleaning.

12.3 The Occupant will return the premises in pristine condition and will remove any building work and/or improvements and/or decorations at their own cost, except if hub.brussels has expressly agreed to keep these, providing no compensation for said additions or improvements.

12.4 At the end of the occupancy, the Occupant will provide the following information to hub.brussels in an email addressed to Mrs Flore Frederic (ffrederic@hub.brussels):

* Overall turnover and, if applicable, breakdown by exhibitor;
* The number of articles or services offered for sale (total and, if applicable, per exhibitor);
* A description of the clientèle;
* A progress report based on the questionnaire provided by hub.brussels.

This information will only be made public anonymously, and will be strictly reserved for the analysis and evaluation of the programme.

## Article 13. Condition precedent

The agreement is subject to the condition precedent that the Occupant obtain, and provide to hub.brussels, a valid company number enabling them to carry out their activity at the latest one month before the occupancy period stated in Article 2. The Occupant agrees to undertake all steps required to obtain said number.

## Article 14. Competent court and chosen address

14.1 All disputes regarding the interpretation, execution or non-execution of this agreement will fall within the sole jurisdiction of the courts of the judicial arrondissement of Brussels.

14.2 The Parties declare that their chosen address for the purposes of this assignment is their respective registered office or home address.

Drawn up as two original copies in Brussels, on........................................, each Party confirming that they have received an original copy.

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**For hub.brussels For Occupant,**

Represented by Represented by [SURNAME, NAME]

XXX [ROLE]

Signature preceded by the note “read and approved”.

The Parties declare that they are duly authorised to sign this contract.

# ANNEXES:

1. The plan as accepted by hub.brussels, the regulations signed and initialed by the Occupant, the completed questionnaire and the signed “Manifesto”.