**USER AGREEMENT**

**(The Field)**

The undersigned:

1. **Stichting Dienst Landbouwkundig Onderzoek,** with its registered office at Droevendaalsesteeg 4, 6708 PB Wageningen, postal address PO Box 9101, 6700HB Wageningen, registered in the Trade Register under file \*, in this matter legally represented by dr. Ir. P. Booman, Director of Facilities & Services, Stichting Dienst Landbouwkundig Onderzoek hereinafter: F&S

and

1. User name \*, at , postal address PO Box, in this matter legally referred to hereinafter: "The User";

Both of the aforementioned parties are individually referred to as "Party" and collectively as "Parties";

**CONSIDERING THAT:**

- F&S wants to give The User temporary use of, and The User wishes to accept the use of, physical space located in the Field on the Wageningen Campus hereinafter also referred to as the "The Plot";

- The parties settle into a legal relationship based on the following agreements;

**DECLARE TO HAVE AGREED AS FOLLOWS:**

# Article 1 – The Plot

1. F&S offers The User a portion of the Wageningen Campus, amounting to approximately \* in size, in the location known as The Field and specified in Annex 1(Map of the Field). This section further refers to this physical space in this agreement hereinafter as: The Plot.
2. The User may use The Plot exclusively as described in the Project as defined in Annex 2 (Project description). This Project description has been judged and agreed upon by the Management Committee of the Field (see Annex 3: Management Guide for the organization of the management of the Field).
3. By signing this Agreement the User commits himself to the terms and conditions of the general management of the Field as defined in Annex 3 (Management Guide).
4. The User will use The Plot at his own expense and risk and is required to maintain the Plot and contribute to the maintenance of the Field in the direct surroundings of the Plot i.e. cutting grass along the borders of the Plot.
5. The User is prohibited without the prior written consent of F&S to reallocate The Plot or use The Plot for any other than specified in 1.2 of this Agreement.
6. Plant material bought by the User and progenies of this material within the Plot are considered to be property of the User. Upon ending this user agreement the User is required to leave the Plot fully cleared and in a condition that enables F&S to sow the Plot as described in Article 8.

**Article 2 Duration, extension and termination of use**

1. This agreement is valid for a period of one year commencing on.... and ending on.....
2. The agreement may be renewed automatically for a period of one year, unless a termination notice is provided in writing to the other party within a period of four weeks before the expiration of the agreement.
3. F&S maintains the right to cancel the contract at any time. At which time a notice period of at least four weeks will be given. In consultation between parties this can be extended to give the User time to remove his property in an appropriate way. The notice period does not apply if the use of The Plot, for whatever reason, has been improperly used. The termination notice shall be in writing.

**Article 3 – Financial aspects of The Plot**

1. There is no user fee due to F&S for the use of a Plot within the Field.
2. During the period of use, all project costs incurred will be at the cost of The User.
3. The basic maintenance of the main pathways and green infrastructure of The Field is organized and financed by F&S. A selection of tools and other materials for general use are provided at no cost to The User.

**Article 4 - Acceptance and use of The Plot**

1. The User accepts the use of The Plot in the state in which it is in at the time of entering into this user agreement and will be responsible to ensure that it maintains The Plot in accordance to the agreed upon terms and conditions.
2. The User will follow any oral and/or written instructions by or on behalf of F&S in the interest of a proper use of the Plot, The Field and Wageningen Campus. This includes instructions relating to maintenance, appearance, noise, order, fire safety and parking behavior.
3. The User may only use The Plot in such a way that no hindrances to Wageningen Campus users or local residents are incurred.
4. The User may organize activities or implement objects (p.e.tents) only after permission of the Park manager of Wageningen Campus and in accordance with the terms and conditions for organizing activities.
5. Only after having received written permission from F&S may The User make changes of any kind to the Field, other than what is agreed upon as acceptable use in The Plot. This also includes the placement of buildings or other constructions and commercials.

**Article 5 - Use third party**

The User may not wholly or partially transfer usage rights to third parties without agreement of F&S. In case of violation of the provisions of this Article, F&S is entitled to terminate this agreement immediately and take action in the Plot and its contents as the F&S sees fit.

#### Article 6 - Liability and Indemnification

1. The User is liable for all damages by carelessness or intentional damages to the Field or materials provided for general use caused by The User or by persons present with the approval of The User.
2. The User is liable for any damage to personal goods or personal accidents caused by the attendance or use of its Plot.
3. The User shall use The Plot entirely at its own risk and expense. With the signing of this agreement The User declares to be familiar with the fact that F&S can not vouch for (possible) flaws or deficiencies in The Plot or cannot compensate any damages to the assets of the User or other claims which are related to the attendance and use of the Plots or the maintenance of the Field in general.
4. The User is sufficiently insured against claims as defined in Article 6.1 - 6.3.

**Article 7 - Access to The Plot**

The User declares to be familiar with the fact that the Field is a semi-public accessible space. Everyone interested in what is presented on the Field is welcome during daytime. In the evening and night the surveillance can order anyone to leave that is not a User or present with the approval of a User. However the User cannot derive rights to this service as stated in Article 6.3.

**Article 8 - Acceptance of The Plot**

1. Upon ending this user agreement The User is required to leave the Plot fully cleared and in a condition that enables F&S to sow the Plot.
2. The User is obliged to clear and reshape the Plot as mentioned in sub 1 at its own expense, unless the Parties agree otherwise. If there remain issues F&S will restore them at the expense of The User. For assets not removed, F&S is not obliged to make payment to The User. The User hereby relinquishes further use of the Plot and agrees that all his assets will become the property of F&S.

**Article 9 - Insurance and licenses**

1. The User will provide their own insurance to the extent it deems necessary and desirable on behalf of its intended use of The Plot.

**Article 10 - Early termination of the agreement**

1. Failure to comply with any provision of this agreement shall be regarded as breach of contract, without any notice being required. By default this Agreement shall terminate immediately without F&S having to say so, and without losing the right to compensatory damages for F&S.
2. The usage agreement also ends:

- By mutual consent;

- Immediately without F&S having to say so in the event that The User uses The Plot for purposes other than intended use.

**Article 11 - Disputes and applicable law**

1. In the event of disputes arising from or relating to this Agreement, Parties will consult with each other and try to come to a reasonable and fair solution of the dispute. If it is not possible to settle a dispute in an amicable way, the dispute will be submitted to the competent court in Arnhem.
2. This agreement shall be governed by Dutch law

**Article 12 - Final Provisions**

1. The contact person for F&S is the Park manager of Wageningen Campus.
2. The following documents are an integral part of this Agreement. Where they are modest in contradiction applies the following hierarchy, in which the above-mentioned document prevails over the lower set
   1. the User Agreement;
   2. the Management Guide
   3. the Project description;

Agreed and signed in duplicate in Wageningen and initialed on each page.

Director Facility & Services \*

Dr. ir. P. Booman

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