CROC Japan Residency Contract

This Agreement is made between CROC Japan (studio wani Co., Ltd.) and the participant named below.
It defines the terms, obligations, and responsibilities for participation in the CROC Japan Residency Program.

A. Residency and Fees

Program Title: CROC Japan (Craft Residency of Ceramics Japan)
Location: studio wani, 710 Orishikise-go, Hasami-cho, Nagasaki, Japan
Program Fee: 2 weeks JPY 440,000 (tax and payment fees included)
4 weeks JPY 770,000(tax and payment fees included)
6 weeks JPY 1,155,000(tax and payment fees included)
The fee includes accommodation, studio use, instruction, materials, firing, management, and activity costs.
Travel, insurance, meals, and artwork shipping are not included.

B. Payment

- 2-week program: Full payment is due within 7 days of invoice issuance.
- 4- and 6-week programs: 50% payment is due within 7 days of invoice issuance. The remaining balance must be paid no later than 90 days prior to the start date.

This agreement shall become effective upon confirmation of the initial payment by CROC Japan.

C. Participant Obligations

C1. Insurance
Participants shall maintain valid health insurance and personal liability insurance, including coverage for third-party claims, for the entire duration of the residency.
Proof of such insurance may be requested by CROC Japan upon demand.

C2. Visa and Residence Status
Foreign participants shall hold a valid visa or residence status covering the entire

duration of their stay in Japan.
CROC Japan shall not be responsible for obtaining or maintaining such status.

C2-1. Passport Copy Submission
After signing this Agreement, the Participant shall submit a scanned copy of their valid passport to CROC Japan.
This document will be used solely for identity verification, travel-related arrangements, and emergency purposes during the residency period.
CROC Japan (studio wani Co., Ltd.) will handle all personal information in accordance with applicable privacy laws and will not disclose it to any third parties except when necessary for accommodation, insurance, or legal procedures.

C3. Accompanying Persons and Visitors
Accompanying persons, including family members and friends, are generally not permitted to stay during the residency.
Exceptions may be granted only with prior written approval from CROC Japan.
Bringing pets is strictly prohibited. Participants shall be fully responsible for the behavior of any visitors or approved accompanying persons.

C4. Studio Use and Conduct
Participants shall comply with all studio and safety rules of CROC Japan and studio wani.
Shared spaces shall be kept clean and in order. Alcohol or drug use during work hours is strictly prohibited.
Participants shall not engage in any behavior that disturbs or endangers other participants, hotel guests, or local residents.
In case of misconduct, CROC Japan reserves the right to terminate this Agreement immediately and remove the Participant without refund.

C5. Accommodation Rules
Participants shall use the accommodation in a clean and responsible manner and comply with hotel regulations.
Check-in and check-out times must be observed. Smoking inside rooms is strictly prohibited. At check-out, participants shall not leave unnecessary items. Excess waste may incur disposal fees.
Any damage or loss to the accommodation or its property shall be repaired or compensated at the Participant’s expense.

D. Liability and Disclaimer

CROC Japan (studio wani Co., Ltd.) shall not be liable for any loss, theft, or damage of the Participant's personal property or artworks, or for any injury or accident caused by the Participant's own negligence or misuse of equipment.
If any damage or loss is caused to the Participant due to reasons attributable to CROC Japan, the liability of CROC Japan shall be limited to compensation up to JPY 30,000. This limitation shall not apply in cases of willful misconduct or gross negligence by CROC Japan.
CROC Japan shall take reasonable measures to maintain a safe working environment, but all activities are undertaken at the Participant's own risk.

E. Works and Intellectual Property

E1. Ownership of Works
All artworks created during the residency shall remain the property of the Participant.
The Participant shall remove all works by the end of the residency.
CROC Japan may, at its sole discretion, store, dispose of, sell, donate, or otherwise deal with works left uncollected after the end of the residency, and any related costs may be charged to the Participant.

E2. Transport of Works
The transport, packing, and shipment of artworks shall be carried out entirely at the Participant's own responsibility and expense.
Even if CROC Japan assists with shipping, all costs shall be borne by the Participant.
CROC Japan shall not be liable for any loss or damage during transport.

E3. Photography and Video Recording
CROC Japan may take photos and videos during the residency and use them for promotional, educational,
and archival purposes (website, SNS, publications, exhibitions) without additional consent or compensation.
Specific use of participants' identifiable portraits will require individual consent by a separate agreement.

E4. Copyright and Intellectual Property
All ownership and copyright of works created during the residency shall belong to the Participant.
CROC Japan shall not claim any rights to the Participant's works or technical results.
However, CROC Japan may, without payment or compensation to the Participant, perform any acts necessary for the disposal or handling of works as provided in E1, and may present, exhibit, or introduce such works for educational and promotional purposes.

E5. Third-Party Copyright

During the residency, the Participant shall ensure that the creation of works does not infringe upon the copyrights or other rights of any third parties.
If any claim is made against CROC Japan or the Participant by a third party as a result of such infringement,
the Participant shall be solely responsible for all damages, losses, or expenses arising therefrom.

F. Personal Information

By signing this Agreement, the Participant agrees that CROC Japan may use and share personal information with third parties when necessary.
Violation of these rules may result in termination of the Agreement and removal from the residency without refund.

G. Termination

CROC Japan may terminate this Agreement immediately if the Participant:
(a) violates any provision of this Agreement, including the code of conduct set forth in C4;
(b) engages in unsafe, unlawful, or disruptive behavior toward others; or
(c) fails to fulfill payment or other obligations under this Agreement.
In the event of such termination, the Participant shall vacate the premises immediately, and no refund of participation fees shall be made.

H. Cancellation Policy

- 181 or more days before start: 75% refund
- 180–61 days before start: 50% refund
- Within 60 days before start: No refund

Processing, payment, and transfer fees will be deducted from the refund amount.
If the program is canceled by CROC Japan, the paid amount will be refunded minus processing fees.

In such case, the Participant shall not be entitled to claim any further compensation or damages arising from the cancellation.
In the event of force majeure, partial refund or deferral may apply at CROC Japan's discretion.

I. Governing Law and Jurisdiction

This Agreement shall be governed by and construed under the laws of Japan.
Any disputes shall fall under the exclusive jurisdiction of the Nagasaki District Court.

This Japanese translation is provided for convenience.

Both versions have the same legal effect; however, in the event of any inconsistency or discrepancy between the English and Japanese versions, the English version shall prevail.

J. Signatures

CROC Japan (studio wani Co., Ltd.)
Representative: Kenichiro Watajima
Title: Representative Director
Signature: _____ Date: _____

Participant Name: _____

Address: _____

Signature: _____ Date: _____