

STUDIO SPACE LICENSE AGREEMENT
Resident Arts

This Agreement, hereafter the "Agreement," is made and entered into as of the ____ day of _____, 20__, by and between Resident Arts, a Missouri Not-for-profit Corporation, [hereafter sometimes "RA"], with its principal place of business at _____, Columbia, Missouri 65201, and _____, (address) _____, (Phone: _____), hereafter "Licensee." The parties mutually agreed as follows:

Agreement to Grant License. Subject to all of the terms, conditions and provisions of this Agreement, and subject to availability, RA agrees to grant to Licensee, from time to time, a non-transferable personal license to use areas designated by RA on the attached license for the duration of the license and fee paid and/or use of the common areas within the workshop for the production of such items as the Licensee determines which are otherwise not prohibited by law or the rules and regulations of RA. A sample license is attached.

Term to which agreement applies. This agreement shall apply to the initial license and renewals granted.

Fees. The current fee shall be expressly set forth on each license issued.

Payments. Payments for licenses shall be paid in advance of license being granted, except that if the license period is for more than one month, payment for subsequent months shall be on or before commencement of the first day of the following month's license. Because of the nature of RA's business, once the license period begins the payment is not refundable to Licensee, if Licensee for any reason quits using the space licensed, unless Licensee signs a quit notice and RA is in fact able to find another Licensee to whom to grant a license for that space, and then the payment may be partly refunded depending on whether RA becomes fully compensated for the original license term.

License Rules & Regulations. The general terms and conditions, rules and regulations for use of any space at RA are fully set forth on RA's bulletin board in its common area and may be amended from time to time with no notice other than posting but shall become and be considered a part of this agreement.

Membership. Each licensee, upon signing this agreement shall also be required to enroll as a member of an organization which will initially go by the name of Members of _____? for a fee established from time to time by RA. (This does not make any licensee a member of _____?). The purpose of this membership is to establish a harmonious work space environment and to assist in paying for items and materials used in the common areas and for other privileges granted to members. The membership privileges, rules, and regulations shall be posted on the bulletin board in the common area and may be later amended. Membership enrollment according to this paragraph shall not make Licensee or Member of _____? a member of Residents Arts as a corporate entity.

Inspections/Security. Licensee consents to being photographed by security devices placed throughout the work area. At all reasonable times RA, by and through its owners or agents, may inspect and examine the use of Licensee's work space to monitor compliance with safety rules and regulations. In the course of each such inspection and examination, RA may prepare notes and other memoranda for its own confidential use to document any matters which could constitute violations of this agreement.

Default. In the event Licensee fails to pay as agreed for a period exceeding one day, or for failure, after notice, to abide by the posted rules and regulations of RA, this license may be revoked.

Waiver. No failure, from time to time, to require the performance of any provision of this Agreement shall constitute a waiver thereof, nor shall the same preclude or in any manner affect the later enforcement thereof.

Disputes/Mediation. All disputes by and between the parties hereto with respect to this Agreement shall be determined by mediation within the City of Columbia, Missouri. Neither party shall have the right to demand a jury trial in the event mediation fails.

Indemnity and Hold Harmless. Licensee hereby agrees to indemnify and hold harmless RA, its officers, directors, and agents, and the owner of the building at _____, Columbia, Missouri from any claim, loss, demand, damage, fine, penalty, or expense, including reasonable attorney's fees, arising out of or on account of activity on the premises by Licensee or any other person or persons or entities permitted by Licensee to be on the property.

In witness whereof, the parties have set their hand and seal on the day first above mentioned.

Resident Arts

LICENSEE

By: _____

Signature of Licensee