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## INDEPENDENT ARTIST SERVICE AND LICENSE AGREEMENT

CLINTON ARTS CENTER (hereafter "CAC") and \_\_\_\_\_  
(Insert Name of Artist)

who resides at \_\_\_\_\_ (hereafter "Artist"), have executed this Independent Artist Service and License Agreement (hereafter "Agreement"), as of this \_\_\_\_\_ date of \_\_\_\_\_, 2015, for Individual Studio Space or Community Space (circle the one that applies), which terms are more particularly defined below. CAC and the Artist (individually, a "Party", and collectively, the "Parties") agree as follows:

1. **Definitions.** Definitions are used in this Agreement to make it more concise. In addition to those terms already defined, the terms below will, when used in this Agreement, have the special meanings that follow them:
  - a. "Common Areas" shall mean those areas within the Facility, which are made available by the CAC for common use by all artists, students and CAC Staff, including lobbies, hallways and rest rooms.
  - b. "Facility" shall mean the buildings known as the "Clinton Arts Center" located at 115 & 121 Michigan Avenue in Clinton, Michigan.
2. **Term and Termination.** The initial term of this Agreement shall commence at 6:00 a.m. on \_\_\_\_\_ ("Commencement Date") and shall expire at 11:59 p.m. on \_\_\_\_\_. Notwithstanding the foregoing, the term of this Agreement shall terminate when the first of any of the following occurs:
  - a. Artist and CAC mutually agree to terminate this Agreement;
  - b. Either Party provides the other Party with at least thirty (30) days prior written notice of its election to terminate this Agreement, with or without cause; or
  - c. Either Party fails to cure a breach of any provision of this Agreement within seven (7) days from the Party's receipt of written notice of default.
3. **Terms of License.**
  - a. Individual Studio Space OR Community Space. (check one that applies)

☐ Individual Studio Space. During the term of this Agreement, CAC hereby grants the Artist a revocable license to use that certain studio space consisting of approximately \_\_\_\_\_ square feet located on the \_\_\_\_\_ floor of the Facility commonly known as Space \_\_\_\_\_ ("Individual Studio Space"), together with the non-exclusive right to use the Common Areas. The Artist has inspected and accepts the Individual Studio Space in its present "AS-IS" condition and acknowledges that the CAC shall not have any obligation to make any improvements or alteration to the Individual Studio Space. The Artist may not alter the Individual Studio Space in any fashion, install any equipment or display any signs or advertising on or about the Individual Studio Space, except with the prior written consent of the CAC, which may be granted or denied in the CAC's sole discretion. All permitted equipment within the Individual Studio Space shall be the sole responsibility of the Artist and shall be subject to reasonable rules and restrictions that may be imposed by CAC from time to time. CAC may provide common area equipment available for use. CAC will provide heat, light, and clean-up area for each resident artist. All studio space must be kept clean and free of air contaminants. Renting studio space does not guarantee the Artist the ability or right to show and sell in the CAC Gallery. All Gallery work will be juried by the directors for quality and fit.

THE CLINTON ARTS CENTER OFFERS CLASSES IN CLAY, GLASS,  
ALL PAINTING MEDIUMS, PENCIL, DESIGN, COLOR THEORY, AND SCULPTURE.  
THE CENTER IS A PLACE WHERE COMMUNITY AND ART COME TOGETHER.

☐ Community Space. During the term of this Agreement, CAC hereby grants the Artist a revocable non-exclusive license to use the Community Space, together with the non-exclusive right to use the Common Areas. The "Community Space" currently consists of \_\_\_\_\_, but shall be subject to change from time to time, in the sole discretion of the CAC. All equipment provided in the Community Space shall remain the property of the CAC. Storage shelving for each artist will be supplied by the CAC. The Artist is responsible for labeling his/her shelf and maintaining a clean and safe environment.

- b. Access. The CAC will provide a keyless entry to the Facility. Artists may use their designated space between the hours of 6:00 A.M. and Midnight daily; provided, however, CAC shall be permitted to change such hours, in its reasonable discretion, or temporarily suspend access to the Facility in the event of an emergency or as necessary to properly maintain the Facility or building systems.
- c. CAC Not Responsible For Property or Works. All property of any kind, nature and description, belonging to the Artist or any person claiming by, through or under the Artist, which may be on or about the Facility during the term of this Agreement, shall be kept at the Facility at the sole risk and hazard of the Artist, and if such property or any part thereof shall be destroyed or damaged by fire, theft, or in any way or manner, no part of such loss or damage is to be charged to or to be borne by CAC, its agents or employees for any reason whatsoever. CAC will use commercially reasonable efforts to protect the work of all artists; however, CAC shall not be responsible for damage to the Artist's works either in their studios or, in the case of a clay artist, during the loading and unloading of a kiln.

4. **Guidelines for Artists.** All artists shall abide by the following rules and regulations.

- a. Noise should be kept to a minimum and be related to the needs of the work in progress only.
- b. Radios, telephones and other equipment should be set on low volume.
- c. Children brought in by an artist must be kept under control and in the studio of that artist at all times.
- d. Pets are not allowed in the studios.
- e. Toxic materials, including, sprays, fixatives, varnishes, oil and lacquer based paint, etc., may only be used in the spray booth located in the common area of the CAC. CAC reserves the right to prohibit the use of any sprays, fixatives, varnishes, paint, glaze, etc., which it may deem harmful to people and/or the environment. Artists shall indemnify and hold CAC harmless for any damages, liabilities, cost and expenses that CAC incurs as a result of an artist's use or disposal of such toxic materials.
- f. *No studio space may be used by more than 2 artists at the same time.*
- g. An artist may not sublease their space or allow others to share or use their space, without the prior written consent of CAC, which consent may be withheld in CAC's sole discretion.
- h. An artist wishing to conduct a workshop, inviting in other individuals, must license a common space from the CAC for said workshop.
- i. Clay artists must submit a sample to be test fired before the CAC will fire any piece.
- j. Clay artists are responsible and shall reimburse the CAC for loss or damage to kiln shelves due to glaze drips. It is recommended that the clay artist use a "waster" if the glaze is untested or has a tendency to run. A "waster" is defined as a bisque dish that the piece sits on to protect the kiln shelf. All drips will flow onto the waster and not the kiln shelf.
- k. Artists shall conform to all additional rules and regulations hereafter established by the CAC for the general safety, care and cleanliness of the Facility, and for the preservation of good order thereon.

The Artist has read these guidelines, understands them and agrees to abide by them.

5. **License Fee.**

a. **License Fee.** (check one that applies)

☐ License Fee for Individual Studio Space. Artist shall pay to CAC a "License Fee" in the amount of \_\_\_\_\_ Dollars (\$) per month for the Individual Studio Space.

☐ License Fee for Community Space. Artist shall pay to CAC a "License Fee" in the amount of One Hundred Twenty-Five and 00/100 Dollars (\$125.00) per month for Community Space.

- b. **Payment of License Fee.** Artist shall pay the License Fee, in advance and without setoff, on or before the Twenty-Fifth (25th) day of the month prior to the month in which the Individual Studio Space or Community Space, as the case may be, will be used by Artist to remain current and in good standing. In addition to any other remedies under this Agreement, if the Artist fails to pay the License Fee within five (5) days after such amount shall be due, then, without any requirement for notice to the Artist, the Artist shall pay to CAC a late charge to CAC in the amount of \$\_\_\_\_\_ per month.
6. **Surrender.** Upon the expiration of the term of this Agreement or the earlier termination of this Agreement, the Artist will remove all of its tools, materials, works and other personal property, and deliver the Individual Studio Space or Community Space, as the case may be, to CAC in broom clean condition, ordinary wear and tear excepted.
7. **Defaults and Remedies.** If the Artist shall fail to perform any obligations imposed upon the Artist hereunder, in addition to its rights and remedies at law or in equity, it shall be lawful for the CAC, at its option, to enter the Individual Studio Space or the Community Space, as the case may be, or any part thereof by force or otherwise, and repossess the same, and to terminate this Agreement and expel the Artist and those claiming by, through and under it, and remove its effects (forcibly if necessary) without being guilty of any manner of trespass. The Artist shall pay to the CAC all costs and expenses, including reasonable attorneys' fees incurred by CAC for the recovery of any License Fees or damages, arising out of any breach by the Artist of the terms and provisions of this Agreement.
8. **Compliance with Law.** The Parties enter into this Agreement with the intent of conducting their relationship in full compliance with applicable state, local, and federal law. Notwithstanding any unanticipated effect of any of the provisions herein, neither Party will intentionally conduct itself under the terms of this Agreement in a manner to constitute a violation of applicable state, local, and federal law. Further, if legislation is passed, the effect of which would be to hinder CAC or any other entity and/or affiliate associated with CAC, ability to obtain reimbursement from applicable grants due to the existence of this Agreement, or if this Agreement becomes illegal under any subsequent law or regulation, then this Agreement shall terminate immediately.
9. **Tax-Exempt Status.** Notwithstanding anything to the contrary, CAC may modify or terminate this Agreement at any time, without liability, if it reasonably determines that its continued participation in this Agreement could or reasonably may threaten the federal tax exemption of CAC or any entity affiliated with CAC under Internal Revenue Code Section 501(c)(3) or threaten any other relevant tax exemption these entities now or hereafter may enjoy.
10. **Notices.** All notices and communications between the Parties permitted or required under this Agreement shall be in writing and delivered or sent by hand delivery; facsimile transmission; overnight delivery; or by e-mail transmission, as set forth below, or to the intended recipient at such other address or facsimile number or e-mail address, as shall be provided in writing:

If to CAC:

Clinton Arts Center  
 Attention: Executive Director  
 PO Box 115  
 Clinton, MI 49236  
 Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_

If to Artist:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_

Any such notice or communication shall be deemed to have been given when (a) delivered (if hand-delivered); (b) transmitted (if sent by facsimile transmission) or e-mail transmission; (c) actually received; (d) one (1) day after deposit with an overnight delivery service (if sent by overnight delivery); or (e) three (3) days after deposit in the U.S. Mail (if mailed), whichever is earlier.

11. **Miscellaneous.** This Agreement shall be governed by Michigan law. If any term or provision hereof is illegal, invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. The captions shall have no legal significance in the interpretation of this Agreement. No modification, change or discharge of this Agreement may occur orally, but only by further written agreement of the Parties. This Agreement shall be subordinate to any exist-

ing and future mortgages covering the Facility. Time is of the essence for this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of CAC. The Artist shall neither assign, mortgage or encumber this Agreement or any interest in this Agreement or the Facility, nor sublet or permit the Individual Studio Space or Community Space, as the case may be, or any part thereof to be used by others, without the prior written consent of the CAC, which consent may be granted, conditioned or withheld in CAC's sole discretion. This Agreement is and is intended by the Parties to be a mere license, not a lease, and it does not grant or create any real property interest to the Facility or in the Artist. Nothing contained in this Lease shall be deemed or construed by the Parties or by any third party to create the relationship of principal and agent, partnership, joint venturer or any association between CAC and the Artist. No person or entity, except the Parties, shall be beneficiaries of any kind of the consideration or terms of this Agreement. In no event shall Artist assign any of his/her rights, powers, duties and obligations under this Agreement without the receipt of the prior written consent of CAC. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of CAC. This Agreement constitutes the entire agreement of the Parties; all prior agreements between the Parties, whether written or oral, are merged herein and shall be of no force or effect. Failure of either Party to declare any default immediately upon its occurrence, or delay in taking any action in connection with an event of default, shall not constitute a waiver of such default, nor shall it constitute an estoppel against the non-defaulting Party. The Parties may execute this Agreement in any number of counterparts, each of which, when executed shall have the force and effect of an original, but all such counterparts shall constitute one and the same agreement. For purposes of this Agreement, a facsimile signature shall be deemed the same as an original.

The Parties have executed this Agreement on the date specified below.

**"CAC"**

**"ARTIST"**

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

print name: \_\_\_\_\_

print name: \_\_\_\_\_

title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_