

STUDIO SPACE AGREEMENT

This Studio Space Agreement (this "Agreement") is made and entered into on the ____ day of _____, 201__, by and between the Kansas City Artists Coalition, a Missouri nonprofit corporation (the "KCAC") and the individual named below ("Artist").

1. Studio. KCAC grants Artist the right to use a studio space of approximately ____ square feet (the "Studio") located in the basement of KCAC's premises at 3200 Gillham Road, Suite A, Kansas City, Missouri 64109 (the "KCAC Premises"). Artist shall initially occupy the studio space marked with an "X" on the floorplan attached as Exhibit A to this Agreement. However, KCAC reserves the right to move Artist to a different studio space of comparable size at any time during the term of this Agreement upon 30 days written notice to Artist.

2. Rent. The Artist agrees to pay KCAC \$_____ per month for the use of the Studio, payable on or before the 1st day of each month during the term of this Agreement. If rent is not paid within five days of the due date, Artist will be charged a \$25 late fee.

3. Security Deposit. Upon signing this Agreement, Artist shall pay KCAC \$_____ to be held as a security deposit during the term of this Agreement. At the end of the term of this Agreement, the security deposit shall be returned to Artist, without interest, provided Artist has paid all rent and other charges due under this Agreement and returned the Studio to KCAC in the same condition it was in when Tenant first took possession of it, normal wear and tear excepted. KCAC may retain so much of the security deposit as is necessary to repair any damage to the KCAC Premises or the building in which the KCAC Premises are located (the "Building"), clean the Studio after termination of this Agreement, or pay any amounts owed to KCAC under this Agreement.

4. Term. The initial term of this Agreement shall be for a period of six months commencing on _____ 1, 201__. This Agreement shall automatically renew for additional six-month terms unless either party gives the other part written notice of non-renewal at least 30 days prior to the end of the then-current term.

5. Termination; Right to Exclude from Premises. If Artist fails to pay rent when due under this Agreement or breaches any other provision of this Agreement, KCAC shall have the right to terminate this Agreement by giving 10 days written notice to Artist. In addition, KCAC may exclude Artist from the KCAC Premises (including the Studio) at any time without advance notice if Artist's actions endanger, or are likely to endanger, the health, safety or well-being of other artists renting studio space from KCAC or any other persons in the Building, as determined by KCAC in its sole discretion.

6. Common Areas. Artist shall have the right to use the common areas in the basement of the KCAC Premises along with the other artists renting studio space and other persons authorized by KCAC. The current common areas in the basement are shown on Exhibit A but are subject to change at the discretion of KCAC. Artist shall also have access to the restroom located on the first floor of the KCAC Premises, which shall be considered part of the common areas available for Artist's use.

7. Artist's Use of Studio and Common Areas. The Studio and common areas shall only be used for creation of artwork by Artist and activities directly related thereto. The Studio is single occupancy and shall not be used by any person other than Artist. Because KCAC's studio space is a community art space, KCAC expects all studio artists to be respectful and considerate of other persons using the studio space, all persons in the other parts of the KCAC Premises, and all residents of the Building. Artist shall not spend extended periods of time in the Studio or common areas when Artist is not working on artwork. Artist shall not sleep in the Studio or common areas. Artist shall keep the Studio and common areas clean and orderly. Artist is solely responsible for the safety and security of Artist's artwork and other property. KCAC strongly recommends that all valuables be locked up or otherwise secured, or taken home, when Artist is not working in the Studio.

8. Code of Conduct, Rules and Policies. Artist agrees to at all times comply with the KCAC Studio Space Code of Conduct (the "Code of Conduct") and any other rules or policies established by KCAC during the term of this Agreement. The current Code of Conduct is attached as Exhibit B to this Agreement. KCAC has the right to revise the Code of Conduct and to establish such other rules and policies for the KCAC studio spaces as KCAC believes appropriate in its sole discretion. KCAC will provide Artist with written notice of any revisions to the Code of Conduct or new rules or policies. Artist's use of the Studio and the common areas is subject to the terms and conditions of KCAC's lease agreement with the owner of the Building. Artist agrees to comply with all applicable federal, state and local laws, regulations and ordinances.

9. Limited Right to Use Images of Artist and Artwork. Artist grants KCAC the right to photograph and use images of Artist, Artist's artwork and the Studio for public relations, marketing and archival purposes.

10. Insurance. Artist acknowledges that KCAC does not maintain any insurance covering Artist's artwork or other property. KCAC strongly encourages Artist to obtain insurance to protect Artist's artwork and other property.

11. Damage to KCAC Premises or Building. Artist shall be liable for any damage to the KCAC Premises or the Building, or any property located on the KCAC Premises or the Building, that is caused by Artist, any guest of Artist, or other person Artist allows to enter the KCAC Premises.

12. Release and Waiver of Liability and Indemnification. Artist hereby releases, waives, discharges, and covenants not to sue KCAC and its members, directors, officers, employees and agents (collectively, the "Releasees") from any and all liabilities, claims, demands, or causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by Artist, or any property belonging to Artist, at any time while Artist or Artist's property is in, on or upon the KCAC Premises or the Building, regardless of whether such loss is caused by the negligence of the Releasees or otherwise, and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law. Artist further hereby agrees to indemnify and hold harmless the Releasees from any loss, liability, damage, or costs, including court costs and attorneys' fees that Releasees may incur arising out of or related to any loss, damage, or injury, including death, that may be sustained by Artist, or any property belonging to Artist, at any time while Artist or Artist's property is in, on or upon the

KCAC Premises or the Building, regardless of whether such loss is caused by the negligence of the releasees or otherwise, and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law.

13. Assignment and Subletting. Tenants shall not assign or sublet this Agreement without the prior written consent of KCAC, which can be withheld or denied at KCAC's sole discretion.

14. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted

15. Attorneys' Fees. In the event of any breach of this Agreement or dispute with respect to matters arising under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all costs and expenses, including, without limitation, reasonable attorneys' fees incurred in enforcing or pursuing its remedies under this Agreement.

16. Miscellaneous. This Agreement may not be amended or modified except with the written agreement of all parties hereto. This Agreement supersedes all agreements, whether written or oral, previously made between the parties relating to the subject matter hereof. There are no other understandings or agreements between the parties hereto with respect of this subject matter hereof. Any failure of any party hereto to comply with any obligation, covenant, agreement or condition herein may be waived by the other party, but any such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver or estoppel with respect to any subsequent or future failure. This Agreement shall be written by and interpreted in accordance with the laws of the State of Missouri.

IN WITNESS WHEREOF, the parties hereto have made and entered into this Agreement as of the date set forth above.

KCAC:

Kansas City Artists Coalition

By: _____

Title: _____

Date: _____, 201__

ARTIST:

(Signature)

(Printed Name)

Date: _____, 201__

Exhibit A

Basement Floorplan

(See Attached)

Exhibit B

Code of Conduct

(See Attached)