

**CITY OF ST. CHARLES
FOUNDRY ART CENTRE
LICENSE AGREEMENT**

THIS LICENSE AGREEMENT (hereinafter, the "Agreement") is made between the City of St. Charles, Missouri, ("the "City" or "Licensor") and the Licensee identified below and with the effective date as printed below.

NAME _____

("Licensee", "Artist", "You" or "User" in this Agreement)

ADDRESS _____

CITY, STATE, ZIP _____

WORK/HOME PHONE _____

CELL PHONE _____

The City, through its Convention and Visitors Bureau, manages Foundry Art Centre ("FOUNDRY" or "FAC"). The City desires to rent studio space within the FAC to Licensee under the terms and conditions of this Agreement.

IN CONSIDERATION OF THE PROMISES CONTAINED IN THIS AGREEMENT, THE LICENSEE AGREES AS FOLLOWS:

1. **GENERAL LICENSE TERMS.**

(A) Description of licensed space and period of use: _____

Commence Date: _____

Termination Date: _____

Unless otherwise provided for herein, Licensor at its sole discretion reserves the right to terminate this Agreement at any time for any reason upon providing Licensee thirty (30) days prior written notice.

(B) Use of licensed space: Licensee shall use the space as follows:

Licensee shall use the premises solely as a working studio, in conformity with the FAC Centre House Rules and the Statement of Standards and Practices established by The FAC (which is attached by reference as Exhibit A). The FAC House Rules and the Statement of Standards and Practices may be from time to time amended and, if so, copies of the amendment(s) shall be posted at the FAC or emailed to Licensee.

(C) Expected number of persons occupying the same studio space: _____

(D) Studio License/Rental Fee: \$1.00 per square foot a month @ 370.5 square feet

Rental Deposit: _____

Date Paid: _____

2. **INDEMNIFICATION BY LICENSEE; CONDITION OF PREMISES; LIMITATION ON LIABILITY AND HOUSE RULES OF STANDARDS AND PRACTICES.**

(A) **INDEMNIFICATION.** Licensee agree(s) to indemnify, defend, and hold harmless the City of St. Charles, the City of St. Charles, Missouri elected officials, appointed officials, employees, agents, successors and assigns from and against any and all claims, damages, demands, expenses, costs, including without limitation attorneys' fees and liabilities (collectively "Claims") arising or alleged to arise from (i) any breach of this Agreement by Licensee; (ii) the use or occupancy of the FAC by Licensee, its employees, agents, contractors, exhibitors, invitees, guests or patrons or any other person whatsoever during the Term or before during or after term upon removal of Licensee items from FAC, and (iii) the acts, omissions, or violation of any applicable law, rule, regulation, or order, of or by Licensee or any of its employees, agents, contractors, exhibitors, invitees, guests or patrons.

(B) **CONDITION OF PREMISES.** The City makes no warranty or representation to Licensee of any kind (express or implied) regarding the suitability of FAC or any portion thereof for any purpose or compliance with applicable laws for any aspect of the use Licensee expect(s) or intend(s) to make of FAC. Licensee further agree(s) that FAC and Artist assign studio space is "AS IS," "WHERE IS," and "WITH ANY AND ALL FAULTS" and without warranty express or implied, as to the merchantability or fitness of the use thereof for any particular purpose.

(C) **LIMITATION ON LIABILITY.** CITY SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES TO LICENSEE OR TO ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR LOSS OF REVENUE OR PROFITS, ARISING IN CONNECTION WITH THIS AGREEMENT. CITY SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURY OR DEATH TO A PERSON OR LOSS OR DAMAGE TO PROPERTY SUSTAINED BY LICENSEE, ITS EMPLOYEES, AGENTS, EXHIBITORS, CONTRACTORS, GUESTS, INVITEES, OR ANY OTHER PERSON RESULTING FROM ANY CONDITION, ACCIDENT OR OCCURRENCE IN OR UPON THE PREMISES. SOVEREIGN IMMUNITY IS NOT WAIVED BY THIS SECTION AND IS OF FULL FORCE AND EFFECT.

(D) **HOUSE RULES AND STATEMENTS OF STANDARDS AND PRACTICES.** The Foundry Art Centre House Rules and Statements of Standard and Practices ("House Rules") are important parts of this agreement and sets forth duties, obligations and responsibilities for use of rental within the FAC building. Please read these House Rules carefully before signing the agreement. The House Rules affect your legal rights. This license agreement is legally binding and enforceable. By signing this agreement, you are agreeing that you have read the agreement in its entirety and understand it. You should consult with an attorney if you do not understand this agreement.

(E) SURVIVAL. This Section shall survive any expiration or termination of this Agreement.

3. MISCELLANEOUS.

(A) ENTIRE AGREEMENT; AMENDMENTS; GOVERNING LAW; VENUE. This Agreement represents the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes any and all prior understandings, written or oral, among the parties hereto. This Agreement may only be modified or amended by a subsequent written agreement signed by an authorized representative of Licensor and by Licensee. This Agreement shall be governed by the laws of the State of Missouri applicable to contracts made and to be performed in such state, without regard to conflicts of laws principles. Venue for any legal proceeding regarding this Agreement shall be exclusively in the Eleventh Circuit Court, St. Charles County, Missouri.

(B) NOTICES. Notices by Licensor and Licensee to each other shall be deemed duly given if (i) delivered personally with a signed receipt evidencing such delivery, (ii) transmitted by email with confirmation of transmission, (iii) mailed by certified mail, return receipt requested, postage prepaid, or (iv) delivered by duly recognized air courier service. All notices sent to Licensor shall be directed to the addresses listed on the signature page (page 4).

(C) ASSIGNMENT. This Agreement shall not be assigned nor shall Licensee's right to use the Premises be sublicensed by Licensee without the prior written consent of Licensor in each instance, which may be withheld in Licensor's sole discretion. Licensor may assign this Agreement at any time to any party including, without limitation, any successor owner or operator of the Premises.

(D) NO AGENCY. The relationship between Licensor and Licensee is that of independent contractors and not agents or employees. Under no circumstances shall this license be considered a contract of partnership or joint venture. Neither party shall be liable for any of the debts, accounts, obligations or other liabilities of the other party, its agents or employees, and neither party shall have any authority to obligate or bind the other party in any manner except as may be expressly provided herein.

(E) WAIVERS. No waivers shall be effective unless in writing and executed by the party to be charged with such waiver. No waiver shall be deemed a continuing waiver in respect of any subsequent breach or default, whether or similar or dissimilar nature, unless expressly so stated in writing.

(F) 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 provision were omitted.

(G) EFFECTIVENESS OF AGREEMENT. This Agreement will not be effective or binding upon Licensor until it has been executed and delivered by Licensor.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

LICENSEE:

Printed name _____

Address: _____

Email Address: _____

Phone Number: _____

Signature _____ Date _____

PERSONAL GUARANTEE: (if Artist is not executing as an individual)

As an inducement to Licensor to enter into this License, the individual signing below personally agrees to unconditionally guarantee the prompt payment and performance of all obligations of the Licensee under this License Agreement and to be liable for any amounts due to the Licensor from the Licensee. Guarantor further agrees to repay Licensee's obligations on demand, without requiring Licensor to first enforce payment against Licensee. This is a guarantee of payment is not of collection but is an absolute, unconditional, primary, and continuing obligation of Guarantor and will remain in full force and effect until all obligations owing from Licensee to Licensor are paid.

Printed name _____

Address: _____

Email Address: _____

Phone Number: _____

Signature _____ Date _____

CITY OF ST. CHARLES (CONVENTION AND VISITORS BEREAU):

Printed name _____

Email Address: gscvnb@historicstcharles.comPhone Number: 800-366-2427

Signature _____ Date _____

EXHIBIT A

THE FOUNDRY ART CENTRE HOUSE RULES & STATEMENT OF STANDARDS AND PRACTICES

THE FOUNDRY ARTE CENTRE HOUSE RULES & STATEMENTS OF STANDARDS AND PRACTICES (“HOUSE RULES”) ARE AN IMPORTANT PART OF THIS AGREEMENT AND SET FORTH DUTIES, OBLIGATIONS AND RESPONSIBILITIES FOR USE OF RENTAL WITHIN THE FAC BUILDING. PLEASE READ THESE HOUSE RULES CAREFULLY BEFORE SIGNING THE AGREEMENT. THE HOUSE RULES AFFECT YOUR LEGAL RIGHTS. THIS LICENSE AGREEMENT IS LEGALLY BINDING AND ENFORCEABLE. BY SIGNING THIS AGREEMENT YOU ARE AGREEING THAT YOU HAVE READ THE AGREEMENT IN ITS ENTIREITY AND UNDERSTAND IT. YOU SHOULD CONSULT WITH AN ATTORNEY IF YOU DO NOT UNDERSTAND THIS AGREEMENT.

1. **GRANT OF LICENCE PREMISES.** Subject to these House Rules, City grants to Licensee a limited revocable license to use designated studio space in FAC for the limited purpose of having usage as an art studio, and not for any other purpose.
2. **STUDIO RESPONSIBILITIES**
 - a. **RENT AND INSURANCE**
 - i. Rent must be paid by the 15th of each month.
 - ii. Licensee shall be required to secure a liability insurance policy in the amount not less than one million dollars (\$1,000,000.00) and name the City of St. Charles as an “additional insured” on this insurance policy. A copy of the certificate evidencing this insurance coverage shall be furnished to the Licensors prior to Licensee having any use of the FAC. Further, Licensee insurance company shall directly supply Licensors with a letter from the insurance company from Licensee stating it shall be obligated to notify Licensors 45 days prior to any lapse of Licensee’s coverage.
 - iii. Failure to pay rent or to keep current the liability insurance will result in penalties in the form of late fees or termination of this license.
 - iv. Rent paid after the 15th may be assessed a late fee of \$10.00 per day. Late fees will accrue to the equivalent of monthly rent and must be paid before next month’s rent is due.
 - b. **STUDIO TIME**
 - i. The required hours per week for each studio are as follows:
 1. **Single Artist studios** must be open to the public a minimum of 780 hours per year (this averages **15 hours per week**).

2. **Two Artist studios** must be open to the public a minimum of 1,040 hours per year (this averages **20 hours per week**).
 3. **Three Artist studios** must be open to the public a minimum of 1,300 hours per year (this averages **25 hours per week**).
 4. **Four Artist studios** must be open to the public a minimum of 1,560 hours per year (this averages **30 hours per week**).
- ii. These requirements must be met during open hours on the days the FAC is open to the public.
 - iii. If a Licensor allows for a studio to be shared by more than one Artist, hours may be divided as agreed by the respective Artist. However, no Artist may be there fewer than **364 hours per year** (this averages one 7 hour day per week), except during a Leave of Absence.
 - iv. Upon written prior notice to FAC an Artist may have an assistant. This assistant may help fulfill hourly requirements during periods of absence due to teaching workshops, vacations, or out-of-area professional responsibilities, but Artist's assistant is under no obligation to do so. Artist associates may not fulfill hour requirements on a standard scheduled basis. An Artist assistant may occupy the Artist studio space but must abide by all rules, regulations and guidelines governing the FAC.
 - v. In order to continue the tradition that Artists' studios are working places rather than shops or office space, Artists will spend their time in the studio producing artwork. The FAC understands that the business of making art includes the full gamut of processes from designing, creating, photographing, shipping, administrative and marketing.
 - vi. The Artist should not use the studio to solely sell artwork, store artworks and materials, stage the studio for marketing purposes, use the studio as a space solely for packing and shipping processing, and/or use the space for administrative office work.
 - vii. As long as the hours described in 2) b) i) are met by making/creating/fabricating artwork, the rest of the hours spent in the studio may be used at the discretion of the Artist for work related to their Artistic practice.
 - viii. Artists will spend the majority of their open-to-the-public (OTTP) studio hours in full view of the public. As the complete process of being a working Artist includes designing, creating, photographing, shipping, administration, marketing (and sometimes teaching), the Artist should be available to educate the public on their medium and/or on whatever stage of the process they are involved in while their studio is open to the public.
 - ix. FAC will consider any special circumstances on an individual basis as necessary.

c. IN STUDIO ARTWORK SALES

- i. Artwork displayed and sold in a studio must have been primarily made in that studio.
- ii. Artwork sold in studio must be the Artists' original work or replications of original work.
 1. Work of other Artists who are not juried into FAC may not be displayed or sold in the studio or workshops.

2. Due to studio time and resource limitations of the studios, it is understood that Artists' work cannot be made completely/solely in that studio. Still, Artists are expected to only showcase/sell their art in their studio.

d. STUDIO WINDOWS

- i. Studio hall windows should not be blocked by anything other than minimal signage to display hours, contact information, and temporary sun shades, as necessary.
- ii. Exterior windows and those that provide access to other studios should be clear and unobstructed except for art requiring natural backlight (e.g., stained glass) and to temporarily block sun as working conditions require.

3. **STANDARDS AND PRACTICES FOR FINE ARTS AND FINE CRAFTS**

- a. To further implement and define the House Rules, the following Standards and Practices for Fine Arts and Fine Crafts have been established with particular regard given to quality and craftsmanship.
- b. Work must be the Artist's original concept. It must be produced by the Artist or under their direct supervision. Commercially made supplies and parts that are not incorporated into the Artist's work must not be exhibited or sold separately (e.g. uncut stained glass, jewelry chains, commercially produced beads and findings, among others). Commercial supplies and parts must be only an element of the finished piece so that it will show the hand of the Artist. Framing or repairs of work other than the Artist's own work is not permitted in the art center.
- c. Original work is that which is conceived and executed by the Artist and possible collaborative partners. Only limited assistance is acceptable in the execution of the work.
- d. Emphasis of Artist's work should be on one-of-a-kind pieces or responsibly sized (in numbers) editions. Commercial reproductions of the Artist's original artwork (e.g., offset lithography, photo-reproductions, commercially cast ceramics, etc.) may not diminish the focus of creating original artwork. Commercially printed posters, which advertise a specific show, may be sold.
- e. No commercially produced article will be displayed with or as original art unless it functions as a minor part of the original final work. (Examples of supporting parts: frames, sculpture, bases, jewelers' findings, beads, etc.).
- f. Commercially fabricated Artist kits and non-original commercial posters are not to be sold in studios.
 - i. Artists may, however, discreetly display and sell commercially produced cards under the following conditions:
 1. Reproductions are from the Artist's original work.
 2. Reproductions do not diminish the focus of creating original artwork.
 3. Reproductions cannot be signed as originals.
- g. Artists must obtain model image rights when applicable and understand and maintain current copyright law.

4. **ACCEPTABLE ORIGINAL ART**

- a. The creation of an original by using a reproduction as a base must involve significant hands-on work by the Artist. The intent of the Artist must be to create a unique piece that is clearly different from the original. The copy or reproduction utilized must be only a supporting part of the final work. Artwork that does not conform to this standard may not be sold or displayed in the art center.
- b. Artists using purchased components must present a finished piece in which the focus is on their own design rather than the purchased components.
- c. All art displayed in the studio should be clearly labeled with information explaining what methods and materials are used in creating the work, especially those incorporating reproductions as part of the original. Studio signage can cover all or multiple artworks that have similar processes and media as blanket signage.

d. **THREE DIMENSIONAL WORKS**

- i. *Sculpture* - original; and subsequent castings.
- ii. *Ceramics* - original; and subsequent castings.
- iii. *Jewelry* - original; and subsequent production pieces.
- iv. *Fibers* - original one-of-a-kind pieces; and limited editions
- v. *Art glass* - original, no commercial patterns.

e. **TWO DIMENSIONAL WORKS**

i. **Original paintings**

ii. **Original drawings**

- iii. **Collage** - Use of reproductions is permitted if reproductions are substantially modified to create a new work with its own aesthetic impact. (See beginning statement.)

- iv. **Original prints** - hand pulled directly from matrix (plate, stone, screen, etc.)

v. **Photography** - acceptable printing processes from slides, negatives, digital, or Polaroid cameras

- 1. Print produced directly in the darkroom by the photographer.
- 2. Photographs printed commercially under the direction of the photographer.
- 3. Prints produced by scanning slides or negatives into a computer and printed by a computer printer under the direction of the photographer.
- 4. Polaroids
 - a. Manipulated Polaroids- laser copies are only permitted as a base for a new original (see beginning statement).
 - b. Polaroid transfers from slides – laser copies are permitted only as a base for new original.
 - c. Polaroid emulsions - laser copies are only permitted as a base for a new original.

vi. **COMPUTER, VIDEO, OR DIGITAL ART**

1. Images created in computer entirely by the Artist.
2. Images created in computer by scanning objects into the computer.
3. Images created by scanning a photograph of an original into the computer if the reproductions fall within the guidelines under Section 4)a).
4. Images created by scanning preexisting artwork or photo of existing artwork (watercolor, pastel, etc.) into a computer if the artwork is used only as a base for a new original.

5. **GUIDELINES FOR WORKING CONDITIONS**

a. NOISE

- i. Noise should be related to the needs of the working process only. All equipment should be set on low volume.
 - ii. Children brought in by the Artists should be kept under control and in the studio.
 - iii. Artists hosting workshops, classes, groups, tours, etc... should have their students and guests take phone calls in the stairwells or outside.
- b. No dogs, cats, animals or pets of any kind shall be allowed on the premises during public hours. Unless they are service animals.
- c. Equipment of a hazardous nature should be used and stored carefully in compliance with fire regulation.
- i. Toxic sprays (fixatives, varnishes, oil- and lacquer- based paint etc.) may only be used in a spray booth or outside as provided for herein.
 - ii. All Artists should understand the use of fire extinguishers, the location of water when using caustic chemicals, the location of fire pull boxes, and the evacuation stair routes for their part of the building.
- d. Artist's studio lights must be off while Artist is out. Any non-essential electrical equipment must be off or unplugged while Artist is out.
- e. In-studio classes and workshops made available to the public must also be made available through the FAC Art Centre's website and marketed as a part of the FAC Art Centre's programming.

6. **STUDIO INHERITANCE**

- a. The designation of a vacant studio to an Artist lies within the sole discretion of FAC. FAC will take into consideration priority to current Artists who are members in good standing as determined by their length of time on the waiting list for different space. The first current Artist on this waiting list will not always be the one placed in the vacant studio due to the appropriateness of medium, Artistic differences, and special needs (such as ventilation or security).
- b. Any Artist with studio space in FAC Art may take on a juried partner from any Artistic medium but should make an effort to find an Artist in the same medium. A clause will be attached to the new partner's license if they are of a different medium stating that they are not automatically eligible to

inherit that space if the original partner leaves because of the traditional designation of the space for a certain medium.

7. **USE OF PUBLIC AREAS**

- a. Shows and exhibits in the public areas will be approved at the sole discretion of the Licensor.
- b. An Artist may not use public space as an extension of his/her studio display. All signs in public space must be submitted in writing in advance for approval by Licensor.
- c. Use of the loading dock (for parking and/or disposal of trash) and carts, must not be such to prevent their use by other people.
- d. Clean up after any work done on the dock.
- e. Any artistic spraying must be done outdoors by the dumpsters, with proper protection to contain overspray and protect the building and the surrounding areas. Artists should take into account weather conditions, wind direction and impact of spray.
 - i. Under no circumstances will spraying be permitted in the loading dock area or anywhere else except areas equipped with proper ventilation.
- f. All studio trash must be taken to the dumpster and not be put in hall trashcans or given to the custodian.
- g. Solvents and flammable materials should be placed in a metal cabinet.
- h. Artists are responsible for their own hazardous waste disposal.
- i. Artists are responsible for their own safe storage of their equipment and supplies.
- j. The building cart is to be used briefly as needed and returned promptly to the loading dock location. Artists needing carts for longer durations must purchase their own and keep it in their studios.
- k. Parking will be limited to ½ hour for pickup and deliveries.
- l. Licensees with security alarm systems will provide alarm keys, which will be accessible to Licensor to reset the system in case of false alarms.
- m. Artists cannot place anything in the mezzanine walkways. (e.g. display stands, tables, signage, chairs, etc.)

8. **ARTISTS' AFTER HOURS ACCESS**

- a. Artists occupying studio space have access to the common areas of FAC during hours it is open to the public. This access is granted to the Artists occupying studios, but not to the general public or other invitees.

- b. Access to FAC outside of normal working hours shall be restricted to Artist level and controlled under rules and procedures adopted by the Lessor. Only Artists occupying a studio shall be permitted access to FAC, except as otherwise specifically provided for herein.
- c. Licensees may make arrangements with FAC to permit limited and controlled access by non-Artists outside of normal working hours, under the following conditions:
 - i. Licensee must obtain the written prior approval of FAC and provide detailed information regarding the number of individuals to be provided access and the times of such access. Access outside of normal working hours shall be limited and approval of such access shall be at the discretion of Licensor.
 - ii. Licensee shall be responsible for meeting and escorting the invited person(s) to and from the public entrances to the studio/office. Licensee shall be solely responsible for those individuals during the entire period such person(s) are in FAC or must arrange for security staff during the entire period.
 - iii. In the event Licensee desires to have an opening or other special function in FAC outside of normal hours, the Artist shall be responsible for obtaining security and staff services that must be approved in advance and in writing by FAC, and further Artist shall be required to pay a rental fee to FAC in an amount to be determined by FAC. Notwithstanding such agreements with FAC, the Artist will be solely responsible for those individuals during the entire period such person(s) are in FAC outside of normal working hours.

9. **PROCEDURES TO HANDLE INFRACTIONS AND VIOLATIONS**

- a. If Lessee is in violation of any House Rules, Licensor may immediately terminate the License.
- b. Licensor may in its sole discretion, allow a time period for Artist to cure a violation. If the violation is not corrected to Licensor sole satisfaction within the time period to cure, this License will immediately terminate.

10. **ANNUAL REPORTS**

- a. Studio Artists are required to submit an annual report two weeks before the end of their lease. This report will include:
 - i. Images of artwork created within the past year.
 - ii. Attendance numbers for all classes, workshops, tours, groups, etc... held within the FAC within the past year.
 - iii. Exhibitions and shows featuring the Artist's work within the past year.
 - iv. News, media, and press featuring the Artists within the past year.