

St. Augustine Beach Art Studio & Gallery, Inc.
370A A1A Beach Blvd.
St. Augustine, FL 32080

Commercial Lease Contract

Date: _____ Cell Phone Number: _____

Individual/Company _____

Address: _____

Web Address: _____

Contact Preference: email _____, Text message _____, phone call _____.

This a contract for the undersigned person/corporation to use the premises for the purpose of teaching instruction during the time(s) stated on page 2. The studio/gallery will remain open to the public during normal operating hours (unless stated otherwise) i.e. children's classes. The studio/gallery will have a docent present during the day. Persons renting the studio will be members in good standing. Attached to this contract is a Studio Policy and Indemnification Agreement. This contract is contingent upon approval and signature of a board member.

Payment and Deposit: A 20% deposit is required with a signed contract by all parties. We strongly recommend 30-day notice before the event/class date. You may pay for the entire amount at the time of contract acceptance by all parties involved.

You may drop off rental documents and checks at The Art Studio and Gallery at 370 A1A Beach Blvd., St. Augustine, FL 32080 or mail to the same address. Please contact a board member as soon as possible in the event of a situation that requires our attention, such as delay/cancellation or issues with the studio.

This contract is contingent upon approval by a board member, and execution by all parties, including the Release Waiver and Indemnification Agreement.

Type of Class/Usage: _____

Approximate number of students: _____ (Max capacity is 20)

Date(s)/Time(s) Requested: _____

(Note: Please allow 1 hour for set up and clean up for each class/date)

Date	Time of Day	No. of Hours Needed

Calculate the total cost by totally hours X rate (\$10.00 per hour).

_____ Hours @ \$10.00 = _____	
_____ Hours @ \$20.00 = _____	
_____ Hours @ _____ = _____	
Plus - 1 hour for set up and clean up	\$10.00

Total: _____

*Less 20% Deposit: _____

Balance due: _____

*Refundable until 10 days before event.

The parties below hereby acknowledge and agree that their signatures below constitute their acceptance of the terms stated herein.

Signature of Member/Individual/Corporation

By: _____

Title: _____

Date: _____

The Art Studio by and through its representative, hereby approves studio rental to you/your company based on the information contained herein.

St. Augustine Beach Art Studio and Gallery, Inc.

By: _____

Title: _____

Date: _____

The Art Studio Policy

1. Instructors and persons using or renting the studio are to put away all furniture and objects that were used for their class or function, clean up all areas of any trash, food, beverages, paint or art medium on furniture, counters or floor, in order to leave the studio clean for the next class or function.
2. Nothing may be attached to the walls, windows or ceiling. If any damage to the studio is observed please report it to a board member as soon as possible
3. Under no circumstances are paint, oil, turpentine, turpenoid, clay, plaster or any other mediums except acrylic, watercolor or other water soluble, to be poured or washed into the sink. These materials are to be placed in your own containers and taken out of the studio when you leave to be disposed of properly. Brushes and tools used in classes and open studios are to be washed out in your own containers and taken home to be cleaned.
4. Because our space is not large and we have a multipurpose room; any artworks, objects or materials brought into the studio must be taken out when you leave. No overnight storage for artwork/supplies is permitted. A request can be made to a board member if an instance arises where you must leave artwork or material in the studio overnight. TAS(The Art Studio) is not responsible for any materials or artwork that is left in the studio.
5. All classes, sessions and functions will have at least one active member present to help members and participants should they have any needs while in the studio.
6. All rental fees for use of studio space are due on or before the day or evening that space is used.
7. All participants are to sign the Indemnity Agreement. TAS is not responsible for any accidents that might occur in the studio.
8. Parents should check with instructor regarding signing releases for children attending classes. Parents should also sign a release for children at least 18 years old to attend the figure drawing or painting classes.
9. TAS is a non-smoking facility. Drugs or weapons are strictly prohibited on premises. Alcohol is not permitted except for approved fundraisers or activities.
10. It is expected that all members and participants will be respectful, cooperative and courteous of and with others using the studio.
11. Open Studio: Active members may use the studio space during designated hours to work on their individual art projects. Organized art activities will be construed as a class and subject to rental fees.

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INDEMNITY AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the undersigned jointly and severally agree to indemnify and hold harmless The St. Augustine Beach Art & Gallery, Inc. (Indemnities) and their successors and assigns, from any claim, action, liability, loss, damage or suit, arising from the following:

Rental of Studio Space

In the event of any asserted claim, the Indemnities shall provide the undersigned reasonably timely written notice of same, and thereafter the undersigned shall at its own expense defend, protest and hold harmless Indemnities against said claim or any loss or liability arising thereunder.

In the further event the undersigned shall fail to so defend and/or indemnify and save harmless, then in such instance the Indemnities shall have full rights to defend, pay or settle said claim on their behalf without notice to undersigned and with full rights to recourse against the undersigned or all fees, costs, expenses and payments made or agreed to be paid to discharge said claim.

Upon default, the undersigned further agree to pay all reasonable attorney's fees necessary to enforce this agreement.

This agreement shall be unlimited as to amount or duration.

This agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.

Signed this day _____, 20_____.

Lessee/Renter signature

Board member signature

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St. Augustine, FL 32080

If the workshop or event is closed from public viewing, exception: children's class

Renter is to refer to Addendum #1. Exclusive Use
(Attach this to current rental contract)

Addendum #1

1. When the studio is closed from public viewing during normal operating hours, Sunday – Saturday 12 p.m. - 5 p.m.
2. Sales of art work are not permitted.
3. Docent is not needed.
4. Supervision needed for opening/closing of studio.
5. Rearrangement of movable walls.

Rental rates will start at \$20.00 per hour. Rental requests will be approved by the Board of Directors of The St. Augustine Beach Art Studio & Gallery, Inc.

Renter must be a current member of this non-profit organization.

All other studio policies apply.

Lessee/Renter signature

Date: _____, 20__

Board member signature

Date: _____, 20__