

ART/ifact FACILITY EVENT (VENUE) RENTAL AGREEMENT

1. THE PARTIES. This Facility Event Rental Agreement (“Agreement”) made on [DATE], by and between:

Renter: [RENTER’S NAME] with a mailing address of [RENTER’S MAILING ADDRESS] (“Renter”), and

Landlord: [ART/ifact Studios] with a mailing address of [820 N. Massachusetts Ave., #2 Lakeland, Florida 33801] (“Landlord”).

Landlord and Renter are each referred to herein as a “Party” and, collectively, as the “Parties.”

2. VENUE. The Renter agrees to temporarily lease, occupy, and make use of the Landlord’s space located at: [820 N. Massachusetts Ave., #2 Lakeland, Florida 33801].

- Use of Venue: [DESCRIBE USE]

Hereinafter known as the “Venue.”

3. LEASE PERIOD. The Renter shall have access to use the Venue for:

- Start Date: [START DATE]
- End Date: [END DATE]
- Start Time: [START TIME] AM PM
- End Time: [END TIME] AM PM

Hereinafter known as the “Lease Period.”

4. RENT. To lease the Venue, the Renter agrees to pay: (check one)

- A Flat Fee. A total of \$[AMOUNT].
- Hourly Fee. \$[AMOUNT] per hour.
- Other: [OTHER]

Hereinafter known as the “Rent.”

5. DEPOSIT. The Landlord requires: (check one)

- NO Deposit.

- Deposit. \$[AMOUNT] refundable non-refundable payment is required at the execution of this Agreement ("Deposit").

8. AMENITIES. In addition to the Venue, the Landlord agrees to provide the following as part of the Rent: [DESCRIBE]

9. PAYMENT. The Renter shall be required to pay the Rent upon:

- Receipt of Invoice. The Renter has [3] days to pay upon receipt.

10. METHODS OF PAYMENT. Payments may be sent via Paypal using The ART/ifact tag @artifactstudios, or email address info@artifactstudios.org

11. LATE FEES. If a payment due by the Renter is not made within the requirements mentioned in this Agreement, the Renter will be charge a late fee in the amount of \$50.

12. CHANGES. Changes to this Agreement by the Renter cannot be made. Unless the Landlord grants written consent, no changes can be made to this Agreement.

13. CLEANING FEES. The Renter agrees to pay an additional fee for cleaning services provided after utilizing the Venue: (check one)

- NO Cleaning Fee. The Renter is responsible for cleaning the space after an event, providing cleaning supplies, and following cleaning protocol checklist (provided on a separate document)

- A Cleaning Fee. The Renter will be charged: [\$150]

RENTAL AGREEMENT



I. OPERATING STANDARDS. In accordance with this Agreement, and all other co-working space agreements on the Premises, the Renter and the tenants of the Premises agree to the following:

- No individual or business may conduct any activity within the Premises that, in the sole judgment of the Landlord, create excessive traffic or be inappropriate to the other tenants' co-working experience;
- No individual or business may advertise or have identifying signs or notices that are inscribed, painted, or affixed on any part of the Premises without the express written consent of the Landlord;
- Renters and Tenants may not enter private Resident Artist studios unless given express permission from the Residing Artist(s).
- Door codes **MUST NOT** be given out to individuals who are not Renters, under ANY circumstances.
- All Renters will keep volume at a courteous level.
- All occupants are prohibited from smoking in any indoor area of the Premises; and
- All occupants are to operate in a way that is courteous with all other individuals.
- Restrooms are located next door in Haus820, and Renters and occupants are expected to practice courtesy and discretion when entering Haus820's building.

The Landlord reserves the right to make other reasonable rules and regulations from time to time in order to promote a good co-working environment amongst the Renters and Tenants.

II. WAIVER. The Landlord shall not be liable for any interruption or error in the performance of the services offered under this Agreement. The Renter waives all liability against the Landlord for any claims arising from such disruption of services, specifically, any telecommunication utilities on the Premises. Furthermore, any loss, damage, expense, or injuries to persons or the Renter's property arising out of mistakes, omissions, interruptions, delays, errors, or defects in any transmission occurring in the course of furnishing telecommunications services provided are not caused by the willful acts of the Landlord, as well as any claim for business interruption and for consequential damage.

Both Parties hereby agree to defend, indemnify and hold harmless from and against any and all claims, damages, injury, loss and expenses to or of any portion or property resulting from the acts or negligence of their agents, employees, invitees, and/or licensees while on the Premises.

III. DEFAULT. The Renter shall be considered in default if they should violate any portion of this Agreement. If the Renter is found to be in violation of this Agreement, the Landlord shall give notice that the violation must be corrected within forty-eight (48) hours or else this Agreement shall be terminated immediately.

IV. NOTICES. All notices shall be sent to info@artifactstudios.org

V. SEVERABILITY. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

VI. INDEMNIFICATION. The Landlord shall not be liable for any damage or injury to the Renter, or any other person, or to any property, occurring on the Premises, or any part thereof, or in common areas thereof, and the Tenant agrees to hold the Landlord harmless from any claims or damages unless caused solely by the Landlord's negligence. It is recommended that event insurance be purchased at the Renter's expense.

Renter's Signature: _____ **Date:** _____

Print Name: _____

Landlord's Signature: _____ **Date:** _____

Print Name: _____