

CO-WORKING SPACE AGREEMENT

I. THE PARTIES. This Co-Working Space Agreement ("Agreement") made this _____, 20____ is by and between:

Landlord: _____ ("Landlord") of _____, City of _____, State of _____, Zip Code _____, AND

Tenant: _____ ("Tenant") of _____, City of _____, State of _____, Zip Code _____. The Landlord and Tenant shall be referred to as the "Parties" and agree as follows:

II. CO-WORKING SPACE. Under this Agreement, the Landlord agrees to offer the following property to the Tenant for co-working use:

Street Address: 820 N. Massachusetts Ave., #2 Lakeland, Florida 33801

Add'l. Description: _____.

Hereinafter known as the "Premises".

III. TERM. This Agreement shall start on _____, 20____ and continue: (check one)

- On a Month-to-Month Basis. This Agreement shall continue until either of the Parties gives notice of at least ____ days from the next payment date. If desired, Tenant may pay up to (3) months in advance.

- For a Fixed Period. This Agreement shall end on the date of _____, 20____. Upon this Agreement ending, and no new agreement is authorized between the Parties, this Agreement shall terminate.

IV. SERVICES. The Tenant shall be provided with the following as part of this Agreement:

- 24/hour access to the shared gallery space, with the exception of gallery hours booked by Resident Artists, Partners, and outside vendors. The Tenant shall be given access to gallery space when the Tenant's work does not create excessive traffic or become inappropriate to the other tenants' co-working experience, or take up more than half of the gallery at any time on a first come, first serve basis. If a large portion of the gallery needs to be utilized for work, classes, workshops or other private events, Tenant must schedule this with Landlord with a minimum of (5) days advanced notice. Tenant may only schedule in advance up to the month they have already paid for. Tenant will be provided access to the shared ART/ifact calendar to check gallery availability. Tenant may not enter private Resident Artist studios unless given express permission from the Residing Artist(s).

Being a Tenant of the Premises grants the privilege and use in common with other tenants on the Premises. The Tenant understands the use of the Premises is determined by each tenant's agreement with the Landlord. In no way does the term "co-working" or any other term in this Agreement suggest that the rights of any tenant is equal to another. Resident Artists and Partners of ART/ifact receive priority on booking gallery space.

-Access to alcove area and supplies located within. ART/ifact contains a shared alcove that houses folding tables, donated art supplies, and extra furniture. Furniture and tables MUST NOT be removed from the premises. Supplies may be utilized as needed for individual projects.

-Access to community kitchen area and wifi access. ART/ifact strives to create a workspace that allows artists to comfortably work as long as needed. Tenant will be provided wifi access and usage of the shared kitchen. Tenants are expected to do their part in keeping all shared spaces clean and free of clutter. Tenant will follow posted guidelines on keeping shared spaces, appliances, and sinks clean. Restrooms are located next door in Haus820, and Tenants are expected to practice courtesy and discretion when entering Haus820's building.

V. RATE. The Landlord agrees to allow the Tenant to occupy the Premises in exchange for a:

- Monthly Rate. The Tenant shall be charged \$_____/month for the use of the Premises. All payments will be made on the ____ of the month.

VI. LATE PAYMENT FEES. If any payment or charges due by the Tenant to the Landlord are not made within ____ calendar days, the Landlord shall:

- Charge a late fee in the amount of \$5 for each day proceeding the due date.

VII. OPERATING STANDARDS. In accordance with this Agreement, and all other co-working space agreements on the Premises, the Tenant 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;

Door codes MUST NOT be given out to individuals who are not tenants, under ANY circumstances.

All tenants of the Premises shall keep clean any common areas after use, keeping with posted guidelines.

All tenants will keep music volume at a courteous level.

All tenants are prohibited from smoking in any indoor area of the Premises; and

All tenants are to operate in a way that is courteous with all other individuals. Do not use sprayable paints or abrasive chemicals indoors. Use drop cloths and protective measures when working to guarantee safety and cleanliness. Ensure that if work must be left out, it is not obstructing walkways or studio entrances.

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 tenants.

VIII. WAIVER. The Landlord shall not be liable for any interruption or error in the performance of the services offered under this Agreement. The Tenant 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 Tenant'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.

IX. DEFAULT. The Tenant shall be considered in default if they should violate any portion of this Agreement. If the Tenant 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.

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

XI. INDEMNIFICATION. The Landlord shall not be liable for any damage or injury to the Tenant, 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 renter's insurance be purchased at the Tenant's expense.

XII. ENTIRE AGREEMENT. This Agreement contains all the terms agreed to by the parties relating to its subject matter including any attachments or addendums. This Agreement replaces all previous discussions, understandings, and oral agreements. The Landlord and Tenant agree to the terms and conditions and shall be bound until the end of the Lease Term.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the undersigned dates written below.

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

Print Name: _____

Tenant's Signature _____ **Date:** _____

Print Name: _____