

Please read, sign, and return this copy to FAC office.

Member copy.



Fire Arts Center

520 South G Street

Arcata, CA 95521

(707) 826-1445

www.fireartsarcata.com

License Agreement

Open Studio Membership

THIS LICENSE AGREEMENT (this "Agreement") is entered into by and between _____ ("Participating Studio Member") and FIRE ARTS, INC, a California corporation. Participating Studio Member desires to use the premises commonly known as the Fire Arts Center (the "Premises") for the pursuit of personal artistic interests consistent with the facilities provided by Fire Arts, INC. Participating Studio Member and Fire Arts, INC wish to set forth in this Agreement the terms on which Participating Studio Member shall use the Premises.

NOW, THEREFORE, the parties agree as follows:

1. **GRANT OF LICENSE.** FIRE ARTS, INC hereby grants to Participating Studio Member the non-exclusive right and license to use the Premises for the pursuit of personal artistic interests, including artistic mediums such as clay, ceramics, fused glass, painted glass, and other mediums not inconsistent with the facilities provided by FIRE ARTS, INC. *The Fire Arts Center is not designed for mass production of products, but rather as a facility for artistic growth and development.* Participating Studio Member accepts this license on the terms and conditions stated herein, and acknowledges that the license may be amended, modified, or changed from time to time without notice.
2. **LICENSE TERM.** Subject to the parties' termination rights specified in Section 10 below, the initial term of this Agreement shall be one (1) month, plus the prorated portion of the current month, commencing on _____ and ending on _____ (the "Initial Term"). At the option of Participating Studio Member and upon the approval of the Studio Director, the Initial Term may be extended as an ongoing month-to-month agreement. Thereafter, this Agreement automatically renews for successive one-month periods (the "Renewal Term(s)"), subject, however, to the parties' termination rights described below.
3. **LICENSE FEE.**
 - (a) **Initial Fee.** Except as provided in subparagraph 3(d) below, upon the execution of this Agreement, Participating Studio Member shall pay a **monthly license fee of \$ _____**, plus \$ _____ **per day for the prorated portion of the current month**, which amount represents payment for the Initial Term.
 - (b) **Monthly Fee.** At Participating Studio Member's option, and upon the approval of the Studio Director, Participating Studio Member may continue at FIRE ARTS, INC after the Initial Term. Participating Studio Member shall pay to FIRE ARTS, INC a **license fee equal to \$ _____ per month**. The license fee shall be due and payable on or before the first (1st) day of each calendar month. Participating Studio Member acknowledges that the license fee may be increased upon the sole discretion of the Board of Directors of FIRE ARTS, INC.
 - (c) **Late Fee.** Payment is due the 1st day of each month. A **late fee of \$5.00** will be charged for rent paid after the fifth (5th) day of each calendar month.

(d) Summary of Fees

Initial Fee: \$ _____

Thereafter,

Monthly Fee: \$ _____

and if paid after the 5th of the month,

Monthly Fee (including late fee): \$ _____

4. **DAMAGE TO PROPERTY OR PREMISES.** Participating Studio Member agrees to pay for any damage to FIRE ARTS, INC property or Premises caused by the Participating Studio Member's negligence. The Participating Studio Member agrees to replace or repair all such damaged property at his or her sole expense.
5. **OPERATING HOURS.** Participating Studio Member shall have access to the Premises on a 6 a.m.-to-12 a.m. basis; provided, however, Participating Studio Member assumes full responsibility for work performed and equipment and facilities used on the Premises, and for locking the Premises if Participating Studio Member is the last person to leave. The Studio Director must pre-approve use of the Premises after hours. Members may not use the Premises as a residence, nor may a member use the Premises to conduct business unrelated to use of the facility.
6. **MAINTENANCE.** Participating Studio Member shall not attempt to repair or maintain any portion of the Premises or any equipment therein without prior approval of the Studio Director. Participating Studio Members shall promptly report the malfunction of or damage to equipment or any part of the Premises to the Studio Director of FIRE ARTS, INC.
7. **COMPLIANCE WITH LAWS AND RULES.** Participating Studio Member shall comply with all federal, state, and local laws, ordinances, and regulations relating to pursuit of artistic interests on the Premises. Members are responsible for reading, understanding, and complying with all Studio Rules.
8. **UTILITIES.** FIRE ARTS, INC shall pay all charges for heat, light, water, sewer, garbage, and refuse disposal and for all other utilities used by Participating Studio Member at the Premises.
9. **INDEMNIFICATION.** Participating Studio Member has inspected the Studio and accepts the Studio in its current condition. Participating Studio Member also recognizes that the Studio Director, the Board, and Studio staff perform solely administrative responsibilities for the benefit of the membership at FIRE ARTS, INC. To this end, FIRE ARTS, INC, its Studio Director, the Board, or the Studio staff shall not be responsible to Participating Studio Member for any injury to or death of any person, or for any loss of or damage to property (including property of Participating Studio Member) occurring from any cause in or about the Premises except to the extent of FIRE ARTS, INC's gross negligence or willful misconduct; and Participating Studio Member shall indemnify and hold FIRE ARTS, INC harmless from all such Liability, loss, or damage or any reasonable expenses incurred by FIRE ARTS, INC in connection therewith. FIRE ARTS, INC shall not be responsible for any loss of or damage to any work or other personal property belonging to Studio Member.

10. TERMINATION.

(a) Participating Studio Member may terminate this Agreement at any time, with no refund due of any license fees paid. Fire Arts requests advance notice of 30 days.

(b) If Participating Studio Member terminates this agreement mid-month, Fire Arts will refund unused license fees only if a notice has been delivered to Fire Arts in writing 30 days in advance of the date of termination. Otherwise, the Studio Member will be liable for the full month's license fee.

(c) (i) If Participating Studio Member fails to perform any of the rules, covenants, or agreements contained in this Agreement or the Members Packet, or other rules and regulations issued by FIRE ARTS, INC or the Studio Director, and such failure is not corrected within ten (10) days after Participating Studio Member's receipt of written notice from FIRE ARTS, INC thereof (or Participating Studio Member is not by the end of such period diligently proceeding to correct such failure), FIRE ARTS, INC may terminate this Agreement on seven (7) days' notice (the "Notice of Termination") to Participating Studio Member from the Studio Director. If Participating Studio Member violates any of the rules or regulations issued by FIRE ARTS, INC more than once during any twelve (12) month period, FIRE ARTS, INC may terminate this Agreement with a Notice of Termination to Participating Studio Member from the Board. Any violation of safety or security rules, or of any municipal, state, or federal laws may result in immediate termination of membership.

(c) (ii) Use of illegal substances on the Premises by the Participating Studio Member is grounds for immediate termination of this Agreement. Operation of Fire Arts Center equipment while under the influence of alcohol or drugs is also grounds for immediate termination of this Agreement.

(c) (iii) If the Participating Studio Member desires to appeal the Notice of Termination, he/she may do so by submitting in writing a request to appear before the next meeting of the Board to appeal the Notice of Termination. The Board shall, within ten (10) days following such appeal, make a final decision to terminate the Participating Studio Member's membership at FIRE ARTS, INC or take such other action the Board of Directors deems appropriate.

(d) Any Participating Studio Member who is not using the Premises for a full month may request to pay a Storage Fee at the current rate instead of the monthly License Fee with the consent of Fire Arts, Inc. Storage may, at the discretion of Fire Arts, Inc. be allowed in lieu of member dues only three (3) months in any twelve (12) month period.

(e) Fire Arts, Inc may terminate the membership of any Participating Studio Member who has not paid the monthly License Fee (or Storage Fee, if applicable) for four (4) months. Any items on Participating Studio Member's shelf or on the Premises shall become the property of Fire Arts, Inc. and Participating Studio Member's shelf shall be made available to other members.

11. ASSIGNMENT–SUBLICENSING. Participating Studio Member may not assign this Agreement nor sublicense its rights hereunder.

12. WAIVER. No act or omission by Participating Studio Member or FIRE ARTS, INC hereunder shall operate as a waiver of any past or future failure to keep or perform any covenant, agreement, term, or condition of this Agreement or the Members Packet or to deprive either party of any right to terminate this Agreement.

13. **APPLICABLE LAW AND FORUM.** This Agreement shall be construed and performed in accordance with the laws of the State of California, and venue for any litigation arising out of it shall be in Humboldt County, California.
14. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter hereof. The terms, covenants, and conditions of this Agreement and the Members Information Packet may be changed from time to time by the Board upon written notice posted on the Premises, mailed to Participating Studio Member, or delivered to the Participating Studio Member.
15. **FIRE ARTS, INC** may accommodate special requests from Members from time to time, at its sole discretion. Any special agreements between the Member and Fire Arts INC, negotiated by the Member and the Studio Director or Board, must be written, signed, and attached as an addendum to this agreement.
16. **ATTORNEYS' FEES AND COSTS.** In any litigation or proceeding to enforce any term of this Agreement or to determine the rights and obligations of the parties under this Agreement, the substantially prevailing party shall be entitled to recover from the other party all reasonable costs and attorneys' fees incurred therein.
17. **NO PARTNERSHIP.** Nothing contained herein shall be construed as creating a partnership between Participating Studio Member and FIRE ART, INC.

FIRE ARTS, INC

Studio Director

Signature: _____

Date: _____

Participating Studio Member

Signature: _____

Date: _____

Address: _____

Phone: _____

E-mail: _____

Note: Signing this page also signifies agreement to adhere to the policies and procedures outlined in the current edition of *Membership Information-Ceramics* or *Membership Information-Glass*, whichever applies.