



PRIVATE STUDIO MEMBERSHIP AGREEMENT

Member 1: _____
Address: _____
Phone No.: _____ **Email:** _____

Member 2: _____
Address: _____
Phone No.: _____ **Email:** _____

Member 3: _____
Address: _____
Phone No.: _____ **Email:** _____

Studio #: _____ **Membership Dues: \$** _____ **Per Month**
Membership Term: _____ **Starting:** _____ **Ending:** _____

AGREEMENT

Art Works and Member(s) agree as follows:

1. **Definitions.** The following terms will have the stated meanings for purposes of this Agreement:

- a. Member(s). If more than one person is listed as a Member above, each is individually considered a Member under the terms of this Agreement. No more than three individuals may share the Studio space and each person's name must be on this Agreement. Each Member is jointly and severally responsible for all money due under this Agreement, not just a proportionate share.

- b. The Building. The “Building” means the real property located at 3795 Pilot Knob Road, Eagan, Dakota County, Minnesota, owned and operated by Art Works, as well as all out-buildings, structures, and parking lots located on the property.
- c. Communal Studios. “Communal Studios” means the spaces in the Building defined by Art Works, and as amended from time to time at Art Works’s sole discretion, for use primarily by communal studio members.
- d. Common Areas. “Common Areas” means the spaces in the Building as defined by Art Works, that may be accessed and used by all Members, unless otherwise reserved by an Art Works member.

2. **Membership.**

- a. Membership Term. The Membership Term, and Member’s obligations to pay monthly Membership Dues, will start as of the date listed above, and will end on the last day of the twelfth month following the start date (“Membership End Date”). For example, if the start date is noted as October 1st, the membership term will end on September 30th of the following year. If the Membership Term begins on a date other than the first of the month, Membership Dues will be prorated for the remainder of that month.
- b. Membership Dues. Member will pay Membership Dues in the amount listed above in advance on or before the first day of every month at the Building; by mail or by secure delivery to the main office, or other reasonable place or method as requested by Art Works. Dues are paid when Art Works receives them, not when mailed or sent by Member. If Art Works does not receive Member’s Dues by the 10th of the month, Member may be charged a \$50.00 late fee. A \$30.00 fee will be assessed to Member for each unpaid check returned by Member’s bank.

3. **Benefits of Membership.** In addition to exclusive use of the Studio listed above, Member’s benefits of Membership include the following:

- a. 24-Hour Access. Member will be issued a key, key fob, and/or numeric code that will allow 24-hour access to Member’s Studio and Common Areas of the Building. The sharing of keys, key fobs and/or codes with others, regardless of whether or not they are Art Works members, is strictly forbidden.
 - i. Restricted Areas. Unless otherwise contracted-for or agreed to by Art Works in writing, Member’s Building access does not include access to: a) the ceramics studio, b) the makerspace, d) other private studios, whether or not occupied, e) the conference room, and f) the roof.
- b. Wifi Internet Service. Member will be provided with secured wifi internet service at no cost.
- c. Utilities. All utilities, garbage and recycling service.
- d. Events. Invitation to participate in certain studio member exhibitions and events organized or hosted by Art Works.

Art Works retains the right to suspend any or all of Member’s Membership Benefits if Member’s Membership Dues are in arrears for thirty (30) days or more.

4. **Studio Use.** Art Works’s Building Conduct and Use Terms are attached as Appendix A and are incorporated into this Agreement by reference. Member agrees to abide by these Terms as outlined, or as they may be modified by Art Works from time to time. Member understands that the Studio is

intended to be used only as an artist's work space, and that Member may not use the Studio as a living space. Only the Member(s) listed above may use the Studio. By entering into this Agreement, Member is committing to use the Studio on a regular basis and will be expected to participate in the majority of Art Works-wide events including without limitation, open studio nights, sales, certain fundraisers and the like.

5. **Inspection of Studio.** Art Works and Member will inspect the Studio together before the Membership Term begins and will note any aberrant conditions in the Studio. At the end of the Membership Term, Art Works and Member will inspect the Studio again to identify any changes to the condition of the Studio.

6. **Member Obligations.** In addition to the above, Member promises the following:

- a. Member will not allow damage to any area of the Building.
- b. Member will not allow waste of the Utilities or Services provided by Art Works.
- c. Member will make no alterations or additions to the Studio, including without limitation, putting tacks or nails in the walls, without Art Works's express written permission.
- d. Member will not remove fixtures from any area of the Building.
- e. Member will not add or change any locks anywhere in the Building.
- f. Member will not engage in any activities in or around the Building that are unlawful, illegal, or unreasonably dangerous.
- g. Member will notify Art Works in writing of any damage, injury, or other reportable incident that occurs while in or around the Building.
- h. Member will adhere to any and all studio-specific policies Art Works establishes for the Communal Studios.
- i. Member will follow required procedures for closing down and securing the Building when present after business hours.
- j. If Member's phone number or mailing address change at any time during the Membership Term, Member will timely provide the new contact information to Art Works in writing.

7. **Hazardous Substances or Activities.** Member must not use any hazardous substances or engage in any hazardous activities without first requesting permission, in writing, from Art Works. Permission may be granted at Art Works's sole discretion upon Member's satisfactory demonstration of his or her competency in safely handling such substances or doing such activities, and Member's provision, at his or her own expense, of any safety apparatus, equipment, tools or the like deemed necessary by Art Works, and upon request by Art Works, proof of the required insurance in accordance with Paragraph 9 of this Agreement. If such permission is granted by Art Works, the allowed substances or activities will be detailed in writing, which writing will be labeled Appendix B, signed by Art Works and Member, and incorporated into this Agreement by reference.

- a. **"Hazardous Substances"** mean materials that may cause or pose a present or potential hazard to human health or the environment when improperly used, stored, disposed of, generated, or otherwise handled. The term "Hazardous Substances" is used in its very broadest sense and includes without limitation any and all hazardous, inflammable or toxic substances, materials or waste as defined by or listed under State and Federal Environmental Laws.
- b. **"Hazardous Activities"** mean activities that, because of the substances, equipment, or processes involved, may cause or pose a significant or unusual, present or potential hazard to

human health or safety when improperly used, done, stored, or otherwise handled. The term “Hazardous Activities” is used in its very broadest sense and includes without limitation, use of any open flame.

8. **Assignment or Unauthorized Sharing.** Member will not sublet the Studio to any other person or entity, in whole or in part, without express written permission from Art Works. This Agreement may not be assigned by Member to any other person or entity. Unauthorized sharing of the Studio with persons not listed as Members above is strictly prohibited.

9. **Damages to Persons or Property.**

a. Damage to the Building. Member will be responsible for any loss, cost, or damage to the Building caused by the willful or negligent conduct of Member, Member’s guests, invitees or by any person under Member’s direction or control.

b. Damage or Injury to Member or Member’s Property. Art Works is not responsible for any injury or damage to Member or Member’s property not caused by a willful or negligent act or failure to act of Art Works. Art Works is further not responsible for any of Member’s property that may be lost or stolen anywhere in or around the Building.

c. Insurance. Member may obtain general liability or property insurance if so desired. However, if Member uses any Hazardous Substances or engages in any Hazardous Activities on a regular basis, as reasonably determined by Art Works, Member must obtain and carry hazard insurance, which policy must name Art Works as an additional insured, and provide proof of such insurance coverage to Art Works.

d. Key or Key Fob Replacement. Member will be charged for the cost of replacing any lost keys or key fobs granting access to the Building, including all reasonable costs incurred by Art Works as a direct result of Member’s loss.

10. **Termination of Agreement.** Either Art Works or Member may terminate this Agreement for any reason by giving 30 days’ written notice. Termination of this Agreement by Member will be subject to a Termination Fee in the amount of: i.) \$350.00, or ii.) half of the total unpaid Membership Dues remaining under the terms of this Agreement, whichever is greater.

a. Termination for Cause. At its option, Art Works may terminate this Agreement and revoke Member’s Building and/or Studio access immediately, or on a specified date in the future, for cause, which includes without limitation:

i. Membership Dues being in arrears for thirty (30) days or more; or

ii. Member’s material breach of Paragraph 7 (Hazardous Substances and Activities) or Paragraph 8 (Assignment or Unauthorized Sharing) of this Agreement, or failure to cure the breach(es) within the time required as stated in Art Works’s written notice of the breach(es); or

iii. Member’s material breach of any of the Building Conduct and Use Terms referenced in Paragraph 4 above.

Art Works’s failure to take immediate action in response any of the above is in no way a waiver of Art Works’s right to take such action in the future.

If a future date for revocation is set, Member will still be responsible for payment of Membership Dues until that future date and Art Works may accept Membership Dues for the period up to that date without giving up its rights under this Agreement or the law.

11. **Renewal of Studio Membership.** If Member desires to renew his or her Studio Membership with Art Works, Member must notify Art Works in writing no later than 30 days prior to the expiration of the Membership Term. Member's renewal may be conditioned on Member's payment of the annual supporter donation and passing or re-passing Art Works's jurying process, if any, regardless of whether Member has done so previously.

12. **Expiration of Membership Term.** If Member's Membership is not renewed, his or her access to the Building will be revoked at 11:59 p.m. on the Membership End Date. When the Membership Term expires, or if this Agreement is terminated under Paragraph 10 above, Member agrees to:

a. Remove All Property. Member must completely remove all of Member's property from the Building by the Membership End Date or, in the event of termination, by the date specified in the termination notice ("Termination Date"). If Member's property is not timely removed and Member makes no arrangements to retrieve his or her property within 14 days of the Membership End Date or Termination Date, Member agrees and understands that his or her property will be considered abandoned under Minn. Stat. Section 504B.271 and will be removed, sold, or otherwise disposed of by Art Works at its sole discretion; and

b. Return All Keys or Key Fobs. Member must return to Art Works all keys or key fobs issued to Member. If Member does not return all keys or key fobs within 24 hours of Member's access being revoked, Art Works may change the locks and/or deactivate the key fobs and charge the cost of doing so to Member.

13. **General Terms.**

a. Notices. A notice or demand to Member may be mailed to his or her physical address, emailed to him or her at the email address provided by Member, or handed directly to Member. A notice or demand to Art Works must be mailed to: 3795 Pilot Knob Rd., Eagan, MN 55122, emailed to admin@artworkseagan.org, or handed directly to an authorized agent of Art Works.

b. Changes to this Agreement. Any changes to the terms of this Agreement must be agreed to in writing by both Art Works and Member.

c. Entire Agreement. This Agreement is the entire agreement between Art Works and Member. No oral agreements have been made.

d. Governing Law and Exercise of Rights and Remedies. This Agreement will be governed and construed in accordance with the laws of the State of Minnesota and shall be venued in Dakota County. Either party may use any or all of its legal rights and remedies. The use of one or more rights or remedies is not an election of remedies.

e. Severability. If any provision of this Agreement is determined by a court of law of competent jurisdiction to be invalid or unenforceable, such provision shall be modified to be within the limits of enforceability or validity, if feasible; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

f. Indemnification. Member agrees at all times to indemnify, defend and hold harmless Art Works and its members, officers, directors, employees, agents, contractors, successors and assigns from and against any and all claims, actions, damages, liabilities and expenses, including, but not limited to, attorney's fees, arising in whole or in part out of or by reason of: (i) any loss of life, personal injury, accident or occurrence in the Studio or Building, any use of the Studio or Building, or any hidden or apparent defect, or any other condition in the Studio or Building; (ii) any damage to or loss of any property of Member's or property in Member's

possession, whether or not by reason of theft, vandalism, criminal acts, or failure of Art Works's security measures, and whether or not this damage to or loss of property occurs in the Studio or Building; (iii) any act, negligence, or fault of Member, his or her agents or invitees, whether occurring on in the Studio or Building; (iv) any acts, negligence, fault or omissions of other Art Works Members, their agents or invitees; or (iv) any breach or default in the performance of any obligation to be performed under this Agreement by Member, or resulting from or arising out of the act or omission of Member, his or her agents or invitees.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS.

MEMBERS:

Signed: _____ Date: _____

Print Name: _____

Signed: _____ Date: _____

Print Name: _____

Signed: _____ Date: _____

Print Name: _____

ART WORKS:

By: _____ Date: _____

Its: _____

By: _____ Date: _____

Its: _____