**License Agreement: (Property Address)**

Agreement dated (today’s date), between Chashama, Inc (*Licensor*) located at 675 Third Ave, Suite 32-25, NYC 10017 and (Name of Small Business Owner) (*Licensee*) located at (Small Business Owner’s Home Address) (Licensee’s Home Address) regarding (Name of Pop-Up) event at Chashama’s venue at (Property Address).

1. TERM OF LICENSE.

The term of this agreement will commence after **site orientation** or on (Date and Time), whichever is sooner,and will terminate on (Date and Time). Prior to termination there may be an opportunity to extend this license by moving to a month-to-month agreement

In connection with the Event, Company shall provide Licensor with inventory list(s) of all items for sale at the Licensed Area for Licensor’s approval, upon no less than two (2) weeks’ prior written notice of the date of such items’ inclusion in the Event. Licensor’s approval, in its sole reasonable discretion, shall be either granted or denied within three (3) business days of receipt of Company’s request.

2. DEPOSIT.

Upon signing this agreement, Licensee agrees to pay Licensor a deposit of **$250**, which shall be returned to the Licensee at the termination of this agreement, and completion of sections 6b., 7d., 9f., 13, and 16, or held against damages due to Licensor as detailed in section 12. and below.

3. TERMINATION OF AGREEMENT.

**This license may be terminated at any time with one (1) week’s notice from either party**, or within twenty-four (24) hours should the Licensee be in breach of this agreement.

4. KEYS.  **#\_\_\_\_\_\_\_\_\_\_\_\_**

1. Licensor will provide one (1) set of keys to Licensed Area to Licensee. Licensee will not make copies of keys or give keys to others.
2. Keys must be returned to Licensor within one (1) business day of the completion of the term or upon the early termination of this agreement early as outlined above.
3. Additional keys may be checked-out with additional key deposits of $75 each.
4. **When locking Licensed Area, please double-check that the door is locked by testing the door.**

5. CONSIDERATION.

1. Licensee must keep Licensed Area open to the public at least 20 hours per week.
2. Open hours may only be between 9am - 9pm. No exceptions.
3. It is recommended that each participant receive a copy of this Agreement and read it in its entirety. If rules set forth in this agreement are breached by participants or members of the public, Licensee assumes all responsibility and repercussions.

6. NON-EXCLUSIVE LICENSE.

1. Licensee understands that Licensed Area is not exclusive to presentation and may be open to the public under certain circumstances. Licensor will make best efforts to give Licensee advanced notice of such occasions.
2. Owner of Licensed Area, Owner’s real estate broker, and their guests may enter Licensed Area at any time, without notice.

7. LOAD-IN/LOAD-OUT.

1. Licensee’s load-in schedule shall be attached to this agreement as SCHEDULE A and is subject to the approval of Licensor.
2. Licensee is responsible for the technical aspects of load-in of Event, including but not limited to: hanging and mounting signage, adjusting lighting, painting walls, supplying materials, and arranging for tools.
3. Licensee must be **loaded out completely by 11:59pm on the end date of this Agreement**, and will make Licensor aware of the load-out schedule at least one (1) week in advance or as detailed in SCHEDULE A.
4. Licensee is completely responsible for the removal of equipment as well as restoration of the Licensed Area to the condition in which Licensee received it. Licensor will conduct a walk-through of Licensed Area before the damage deposit will be returned.
5. If any property is left in the Licensed Area after the load out date, the property immediately becomes the property of Licensor, and may be disposed of at the sole cost of Licensee.
6. If Licensee fails to be loaded out completely by 11:59pm on the end date of this agreement, Licensee forfeits the security deposit.

8. CONTENT OF THE POP-UP.

**All products sold or produced in the retail location or workspace must be “family friendly,” and appropriate for all ages.** Licensee shall be aware that the property owner and Licensor has the right to deny display and sale of any products deemed inappropriate at their full discretion.

9. MODIFICATIONS TO SPACE.

1. **Tools may only be used between (9am and 6pm) daily.**
2. When installing signage:
   1. Do not drill holes into the ceiling, floor or cinder block wall.
   2. If walls or columns are cinderblock, signage may be installed using Command Strips or similar, or by hanging wires from the top edge.
   3. Do not drill holes larger than 3/8”. Holes larger than 3/8” will be considered damage, and Licensee will be billed for repair.
3. **Nothing may be attached to or hung from ceiling or building fixtures, including pipes.**
4. Any and all construction in Licensed Area must be approved by Licensor. All costs associated with construction are the responsibility of the Licensee.
5. Licensor is unable to provide tools or materials for any modifications to Licensed Area.
6. Licensee may use flat paint only to paint the walls of Licensed Area. Plaster, textured and gloss paints are prohibited.
7. Licensee may not use marker or ink on walls, floors, windows or any surface of the Licensed Area.
8. Licensee may not blank, darken, paint, color, cover up or obscure any window of Licensed Area without approval by Chashama’s Programs Department.
9. Licensee must spackle over holes made in walls of Licensed Area, then smooth by sanding (if necessary) and paint over the spackle after it is dry using materials supplied by Licensor. Whenever painting, Licensee must use a drop cloth to protect floors.
10. **Licensee must keep the Licensed Area neat and clean at all times. At the end of each installation or de-installation day, all equipment and materials must be put away.**

10. OPEN HOURS AND PUBLIC RECEPTIONS.

1. Licensee must keep Licensed Area open to the public at least 30 hours per week. Open hours must be between 9am to 9pm only. No exceptions. Licensee will have two weeks from the date when they receive the keys to setup and be open to the public. Additionally, all signage and events must be approved in writing by Chashama.
2. If Licensee wishes the door to remain unlocked so that the public may enter the space, Licensee or Licensee’s colleagues must be present in the space at all times.
3. **When leaving the Licensed Area at the end of the day, please leave the lights ON, and make sure door is locked.**
4. Licensee is responsible for the actions of all colleagues, customers, guests and other visitors to Licensed Area during the term of this agreement.
5. If a provision of this Agreement is breached by a colleague, customer, guest, or visitor, Licensee will be held accountable, and may lose all or part of the deposit.
6. It is Licensee’s responsibility to inform all colleagues of the rules and regulations of this agreement. **NOTE: All colleagues must be 18 years of age or older.**
7. It is strongly recommended that Licensee provide extra staff for public receptions.
8. Licensee understands that workers, if required, must be hired at Licensee’s expense and under conditions agreeable to Licensor. Licensee understands that all workers are subject to Licensor’s approval, and that all persons who may be given keys to Licensed Area must be registered with Licensor.
9. Licensee must have events approved in writing. Requests for such events must be submitted to Licensor at least one week in advance.

11. HAZARDOUS MATERIALS AND OPEN FLAME.

1. Licensee may not use any hazardous or flammable materials in Licensed Area.
2. Licensee may at no time use open flame or fire in Licensed Area.

12. DAMAGE TO LICENSED AREA.

1. In the event that the Licensed Area is damaged by fire, robbery, or other casualty including structural negligence by building owner, Licensee shall notify Licensor immediately.
2. In the event that damages as outlined above render the Licensed Area unusable, Licensee agrees to vacate the space immediately.
3. Licensee shall be liable for the replacement or repair of any Licensor property, including walls, floors, ceilings, and other structures, as well as lighting, sound and other technical equipment that is broken or damaged by Licensee or Licensee’s guests.
4. **License must spackle over holes made in walls of Licensed Area, then smooth by sanding (if necessary) and paint over the spackle after it is dry. Whenever painting, all non-painted areas should be cleanly taped off and the floor should be protected with a tarp.**

13. PUBLICITY AND SIGNAGE.

1. Licensee must credit Chashama, with the Chashama logo, in all press and publicity materials including but not limited to postcards, posters, paid advertisements, listings and other promotional materials, following the instructions given at **www.chashama.org/templates**.
2. Licensee must include “www.chashama.org” on postcards, and other promotional materials.
3. Licensee must have all publicity materials and signage approved by Licensor prior to release or posting in Licensed Area, including but not limited to: press releases, listings, postcards, emails, invitations, event information. Materials may be submitted to programs@chashama.org for approval, and best effort will be made to respond within two (2) business days.
4. **Licensee shall use @chashama when posting to Instagram, Twitter or Facebook about Event.**
5. Licensor requests that Licensee create a short preview video describing Event. Please send the video via **dropbox.com** to programs@chashama.org. This video is NOT required, but can assist us with our publicity.
6. Licensee will provide Licensor with copies of press articles, postcards and all other paper materials generated for Event.
7. Licensor shall retain the right to photograph and use images of Licensee’s work in Event in Licensor’s press, promotional and archive material.
8. Licensee will share additions to mailing list received while working in Licensed Area with Licensor. This list may be emailed, or a copy of the handwritten list may be given to Licensor.
9. Signage may only be installed **in the areas designated by Licensor during orientation.**

14. INDEMNIFICATION.

1. Licensee agrees, to the fullest extent permitted by law, to indemnify and hold harmless (name of property owner) (referred to hereafter as the “Landlord”) and the Licensor and their respective affiliates, officers, partners, agents, employees, servants and assignees from and against all liability claims and demands on account of injury to persons, including death resulting there from, and damage to property arising out of the performance, or lack of performance by Licensee, their employees, agents or assigns. Licensee shall, at its own expense, defend any and all actions at law brought against Landlord or Licensor based thereon and shall pay all attorney’s fees an all other expenses and promptly discharge any judgments arising there from.
2. Licensee agrees to indemnify and hold harmless Landlord and Licensor from and against all claims, obligations, fines, liens, penalties, actions, damages, liabilities, costs, charges and expenses in connection with or arising from or our of performance of Licensee under this agreement or due to any accident or event due to any fraudulent, wrongful, negligent, willful act, error, omission or breach of contract by Licensee. Licensee shall also indemnify Landlord and Licensor from any damage, loss, claim, expense, liability or fine incurred or arising by reason of Licensee’s breach of this agreement and for any loss of funds due to such acts.
3. In the event that Landlord or Licensor is made a party to any litigation commenced by or against Licensee, or arising from the acts and omissions of Licensee, then Licensee shall indemnify, defend, and hold Licensor and Landlord harmless there from and shall pay all judgment, claims, damages, liabilities and litigation (including, without limit, attorneys’ fees and disbursements) in connection with litigation, unless it is determined that Landlord or Licensor was solely negligent or breached their responsibilities hereunder. The indemnity contained herein shall survive the termination of this agreement.

15. ADDITIONAL RULES AND REGULATIONS.

By signing below, Licensee agrees to comply with the following rules and regulations:

* Licensee may not smoke in the Licensed Area or the building to which it is a part, nor allow customers, guests, or visitors to the Licensed Area to smoke in the Licensed Area. \*
* Licensee may not sleep in the building. \*
* Licensee must dispose of and bring all trash out of the Licensed Area. Trash is not to be left on the curb or sidewalk. All recycling must be placed in clear plastic bags, and all trash in black bags. All food and food garbage must be removed from Licensed Area each day.\*
* Licensee will not use anything in the Licensed Area that does not belong to the Licensee. \*
* Licensee may not rewire or disconnect any part of the lighting.
* Licensee may not use any percussive instruments or play loud music after 9pm.
* Licensee must not lock interior entrance/exit door(s) from the inside if there is public inside.
* Licensee must not allow alcohol, including wine, outside of the Licensed Area.
* Licensed Area may be used as a retail and workspace space only. If Chashama determines that the Licensed Area is not being used as a retail and workspace, this agreement will be terminated.
* Licensee may not touch heating units or thermostat without the expressed permission of the Licensor.
* Licensee must keep the Licensed Area neat and clean.
* Licensee may not obstruct doorways or hallways.
* Licensee may not cover any windows or install any signage on exterior of Licensed Area.
* Licensee must turn off all general lighting (i.e. that which is not related to the business) when ending rental agreement.
* Licensee must follow all instructions from Chashama staff.
* Licensee must respect the neighbors of Licensed Area. We are guests within their community.
* Chashama employees and Property Owner, or agents thereof, have the right to enter the venue at any time to examine, to make repairs or replacements/ improvements, as they may deem necessary.
* Licensee must leave all entrance doors locked when Licensed Area is not in use.
* Licensee may not obstruct any exit sign’s illumination.

\* A single incident in which Licensee is found to be violating this term of the agreement will result in immediate termination of this agreement and cancellation of the rental agreement.

16. POST-EVENT REPORTING.

Upon completion of the rental agreement, Licensee must provide Licensor a completed Final Report Form.

1. Sign in or create a Submittable account, and fill out the Final Report here: https://www.surveymonkey.com/r/MQ55BDW
2. Final Materials. Licensee may provide Licensor with the following
   1. 5+ .jpg **images** of storefront/workspace share on Google drive with programs@chashama.org)
   2. 1 copy of all other **posters/signage**
   3. 1 copy of all relevant **press**

**By signing below, both parties agree that they have read and agreed to the terms contained herein. This represents the complete agreement between the parties; any modifications to this agreement must be made in writing and attached hereto.**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for Chashama: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Licensee Licensor

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone number(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Twitter address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Instagram: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Facebook: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Other social media:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Website: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In the event of an emergency, Licensor should contact

name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

relation to Licensee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**IN CASE OF EMERGENCY (INSERT YOUR ORGANIZATION’S EMERGENCY CONTACT INFORMATION)**

SCHEDULE A

Load-in: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Time(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Load-out: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Time(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please list the **names**, **home address,** and **phone numbers** or **email addresses** of anyone participating in or assisting with the business: (e.g. colleagues, load-in/out help, volunteers, reception staff, etc.)

Place a \* by those people you might lend your key to:

Additional Colleagues:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Additional Assistants:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**APPENDIX B**

DOs and DO NOTs

DO follow all instructions from Chashama staff.

DO credit Chashama in all press and publicity materials.

DO have all press approved by Chashama prior to release.

DO have all your events approved, in writing, by Chashama at least 1 week before the event.

DO purchase insurance if you are concerned for the safety of the products.

DO have all construction approved by Chashama.

DO only use the area(s) defined as Licensed Area in this agreement.

DO use the space as a presentation space only.

DO respect all the neighbors of Licensed Area. We are guests within their community.

DO keep the building secure – feel free to ask people who they are, or what brings them to the space.

DO load-in and load-out according to schedule agreed to in Agreement.

DO inform gallery sitters and other helpers of the rules in your agreement.

DO leave general lighting on when leaving Licensed Area, while your exhibit is up.

DO welcome people into the space, sharing the business and Chashama with them.

DO provide extra staff for public events.

DO keep the Licensed Area clean.

DO remove all trash when you leave for the day.

**DO NOT** place your trash on the curb or sidewalk unless instructed to by Chashama staff, in writing.

DO remove all of your property and restore the space to a clean state when leaving.

**DO neatly spackle, or wood putty, over holes created from your Event. Once the spackle, or wood putty, is dry, sand it and paint over the repair using Chashama’s standard white paint. Always neatly tape off and cover the floor, building fixtures, and all other non-painted surfaces such as baseboards, when painting.**

DO NOT use any hazardous or flammable materials.

DO NOT use anything that does not belong to you.

DO NOT make copies of the keys or give the keys to someone else. (See paragraph 5)

If you need additional keys, contact Chashama.

DO NOT drill holes larger than 3/8”

DO NOT hang anything from the ceiling or building fixtures, including pipes.

DO NOT obstruct doorways or hallways.

DO NOT use plaster, gloss paints, marker, dyes or inks on any surface of the Licensed Area.

DO NOT rewire or disconnect any part of the sound system or lighting.

DO NOT touch heating units or thermostat without the express permission of the Licensor.

DO NOT use any open flame or fire.

DO NOT smoke in any part of the building. This includes smoking from or out of a window or door.

DO NOT sleep in the building.

DO NOT allow alcohol outside of the Licensed Area.

DO NOT use any percussive instruments or play loud music.

DO NOT leave any food or food garbage in the Licensed Area overnight.

DO NOT lock the entrance/exit door(s) from the inside when public is in the venue.

**(Insert Floorplan Here)**