LICENSE AGREEMENT

This License Agreement (“**Agreement**”) is made as of \_\_\_\_\_\_\_\_\_ between Licensor (defined below) and Licensee (defined below), on the following terms, covenants, conditions and provisions:

1. Basic Terms

In this Agreement, the following terms shall have the meanings indicated, and shall be subject to the terms, covenants, conditions and provisions indicated:

|  |  |
| --- | --- |
| **Building**: | [Address] |
| **Licensor**: | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Owner’s Notice Address:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Attention: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  With a duplicate original to:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Attention: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Licensee**: | **CHASHAMA, INC.**, a New York Corporation  Licensee’s Notice Address:  675 Third Avenue, 32nd floor  New York, New York 10017  Attention: Anita Durst |
| **Licensed Premises:** | [Description of area, floor, unit etc.] in the Building which may or may not be shown on a floor plan annexed hereto and made a part hereof as Exhibit B |
| **License Term:** | License Commencement Date: \_\_\_/\_\_\_/\_\_\_\_\_\_  License Expiration Date: \_\_\_/\_\_\_/\_\_\_\_\_\_\_  Continuing thereafter with 60 days notice of cancellation |
| **License Fee:** | NA |
| **Permitted Use:** | Licensee supports artists, organizations, institutions and small businesses by giving them space to create and present their work, while fostering community development through the arts. Licensee will use the Licensed Premises as a gallery, community space and/or workspace for artists.  (i) the exhibition of artwork; (ii) artist studio space (including, without limitation, Licensee's right to sublicense space in the Licensed Premises to artists); (iii) the rehearsal or presentation of theatrical stage performances; (iv) the presentation of events related to fundraisers; (v) use by community organizations, institutions and small businesses and (vi) uses reasonably incidental to those outlined in items (i) – (v) |
| **Services to be Provided by Licensor (subject to the provisions of Exhibit A, 9.)**: | (1) Heating/Air Conditioning: Licensee may use the existing heating and air conditioning unit in the Licensed Premises in its “as is” condition.  (2) Electricity: Licensor shall furnish and cause to remain active all electricity accounts servicing the Licensed Premises**.**  (3) Water: Licensor shall furnish reasonable quantities of water to the Licensed Premises. |
| **Insurance Requirements:** | The insurance required under Section 8 of Exhibit A of this Agreement. |
| **Insurance Limit**: | The combined single limit required for Licensee’s commercial general liability coverage is $5,000,000 |
| **Rules**  **and Regulations** | Each artist utilizing the Licensed Premise as an agent of Chashama’s programs will be held to follow the rules and regulations contained in the Gallery Agreement and Studio License Agreement, a copy of which may be requested by Licensor at any time, as the same may be amended from time to time. Licensor’s rules and regulations may or may not be annexed hereto and made a part hereof as Exhibit E. |

1. Exhibits Incorporated

Exhibits A, B, C, D and E listed below are attached to this Agreement and are hereby incorporated into and made a part of this Agreement. In the event of any inconsistency between this Agreement and any Exhibit, this Agreement shall control. In the event of any inconsistency between Exhibit A and any other Exhibit, Exhibit A shall control.

**Exhibit A – Standard Conditions of License Agreement**

**Exhibit B – Floor Plan of Location of Licensed Space**

**Exhibit C – Approved Work**

**Exhibit D – Marketing**

**Exhibit E – Licensors Rules and Regulations**

Execution

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument. Any such executed counterparts may be delivered by electronic mail and the same shall be deemed effective as originals.

licensor and licensee have executed this Agreement  
as of the date set forth above.

|  |  |
| --- | --- |
| licensor:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  By:  Name:  Title: | Licensee:  chashama, inc.  By:  Name:  Title: |
|  |  |

[Remainder of this page intentionally left blank]

# **EXHIBIT A**

## STANDARD CONDITIONS OF LICENSE AGREEMENT

Licensor and Licensee mutually intend that this Agreement shall constitute a license and not a lease or a conveyance of the Licensed Premises by Licensor to Licensee, or to create or grant any right, title, estate or interest in the Licensed Premises or vest Licensee with any other property right to or in the Licensed Premises. This Agreement does not create or grant any estate, right, title or interest in real property. Licensee hereby acknowledges that, notwithstanding anything to the contrary contained herein, it shall not possess any rights as a tenant of any part of the Licensed Premises. This Agreement and the rights of Licensee shall not be deemed to be or construed as a month-to-month tenancy or any other type of tenancy, and Licensee hereby waives any and all notices which would otherwise be required for a landlord to give to a tenant to terminate any such tenancy;

WHEREAS, Licensor is willing to allow Licensee to use and occupy the Licensed Premises for the License Period (as defined below), subject to the terms, covenants and conditions contained in this Agreement;

Now, therefore, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee hereby agree as follows:

# **LICENSED PREMISES:** Licensor hereby grants to Licensee a license to (a) use and occupy the Premises during the License Period and (b) have access to and from the Premises, solely on a temporary basis, on the terms and provisions of this Agreement a portion of ADDRESS, except as may be inconsistent with the terms, scope and/or purpose hereof, in the reasonable discretion of Licensor. The use of the Premises pursuant to this Agreement shall constitute a license subject to Section 713 of the New York Real Property Actions and Proceedings Law (“RPAPL”) and to all other applicable laws.

# **TERMS:** The term (the “License Term”) of this Agreement shall commence on START DATE (the “License Commencement Date”) and terminate on END DATE (the “License Termination Date”) and shall continue thereafter unless terminated by either party upon not less than sixty (60) days prior written notice to the other (the “Termination Notice”). Notwithstanding the foregoing, from and after END DATE, Licensee and Licensor shall have the option, which may be exercised in its sole discretion, to terminate this Agreement for any reason or no reason upon sixty (60) days’ notice to Licensee or Licensor. If either party provides such notice, then this Agreement shall terminate upon the expiration of said sixty (60) day period and neither party shall have any obligation to the other except for matters that expressly survive the expiration or earlier termination of this Agreement.

# **EARLY TERMINATION:** If Licensor exercises its option to terminate the Agreement prior to the expiration of the License Term or within a shorter duration than the Termination Notice other than in connection with a breach or default by Licensee of its obligations pursuant to the Agreement (the “Early Termination”) Licensor shall pay Licensee a termination fee of $FEE AMOUNT (the "Early Termination Fee") within fifteen (15) days after the date that Licensee vacates the Licensed Premises in accordance with the Agreement. Termination Notice and Early Termination may be served by Licensor or Licensee via email communication. In the event that Early Termination is served and then revoked with the option to continue the Agreement, as before, the Early Termination Fee will not be charged; given reasonable notice of 5 days prior to the Early Termination date.

# **LICENSE FEE:** Licensee shall pay to Licensor the following as an occupancy fee for this license (the “Occupancy Fee”) in the amount of Zero Dollars and 00/100 ($0.00) per month commencing on the Commencement Date through the Expiration Date (as defined below).

# **PERMITTED USE:** The Licensed Premises shall be used solely for the purpose of (collectively, the “Permitted Use”): (i) artist studio space (including, without limitation, Licensee's right to sublicense space in the Licensed Premises to artists); (ii) the exhibition of artwork; (iii) the rehearsal or presentation of theatrical stage performances; (iv) the presentation of events related to fundraisers; and (v) uses reasonably incidental to those outlined in items (i) – (iv) of this paragraph. Licensee accepts the Premises “as is”, unless specified in this agreement, and agrees to utilize the Premises in a legally permissible manner at all times during the License Period (as defined below) granted herein.

# **ARTWORK APPROVAL:** Not withstanding anything to the contrary contained in this Agreement, Licensor shall have the absolute right to approve or deny any proposed party or require Licensee to promptly remove, at Licensee’s sole cost and expense, all artwork that Licensor finds to be vulgar, obscene or pornographic in nature or otherwise objectionable, which determination shall be made in Licensor’s sole and absolute discretion. If Licensee fails to promptly remove any such objectionable art work, then Licensor shall be permitted to remove same at Licensee’s sole cost and expense. Licensor shall not be liable to Licensee for any damages as a result of Licensor exercising its rights hereunder, except to the extent arising from the gross negligence or willful misconduct of Licensor.

# **LICENSEE EQUIPMENT:** Unless Licensee shall be in default under the terms of this Agreement, Licensee may, at its own cost and expense, move its equipment and furniture into the Premises, and utilize it therein, with no liability on Licensor’s part for any damage or loss relating thereto, except to the extent arising from the gross negligence or willful misconduct of Licensor, until the Expiration Date or earlier termination of this Agreement, and any and all expenses or costs incurred by Licensee in moving out of the Premises shall likewise be borne by Licensee.

# **LICENSEE INSURANCE:** At all times during the License Period, Licensee shall keep and maintain in full force and effect, the following insurance coverage:

# a. Commercial general liability insurance, which shall include broad form property damage liability coverage, extended bodily injury coverage, contractual liability coverage and independent contractors coverage, in an amount of Five Million Dollars ($5,000,000) written on a combined single limit per occurrence basis for property damage, personal injury and bodily injury or death of one (1) or more persons, and naming the entities provided by Licensor as additional insured.

# b. Worker’s compensation insurance or other similar insurance as may be required by law.

# **COMPLIANCE:** Subject to the provisions of Section 11 hereof, Licensor and Licensee shall each, during the License Period, comply with all laws, orders, ordinances, regulations and requirements of all governmental authorities having jurisdiction over Licensor, Licensee, or the Premises. Licensor makes no representations or warranties whatsoever that the use permitted herein is permitted under the certificate of occupancy for the Building or in accordance with law, order, ordinance, regulation or other requirement of governmental authorities having such jurisdiction.

# **MAINTENANCE & ALTERATIONS:**

# a. Except as otherwise expressly provided in this Agreement, Licensee shall not perform any alterations, installations or additions (collectively, the “Alterations”) to the Premises without the prior written consent of Licensor in each instance, provided that Licensee shall be permitted to perform the approved work and alterations as set forth in **Exhibit** **C (Licensee Alterations)** attached hereto. Licensee is not obligated to perform the approved work at any time throughout the Agreement term but may do so at Licensee’s sole discretion.

# b. Licensor is not required to provide any services or perform any repairs, alterations, installations or additions to the Premises except as set forth in **Exhibit C (Licensor Alterations)** at Licensor’s sole cost attached hereto. Licensee shall pay to Licensor the costs of any services which it requests Licensor to perform during the License Period unless agreed upon in writing prior to commencement of services with the Licensor, including, but not limited to, any costs incurred upon Licensee’s moving out of the Premises.

# c. At all times during the License Period granted herein, Licensee shall keep the interior of the Premises in good condition and repair, at its expense, excepting for ordinary wear and tear, obsolescence and damage by fire, act of God or the elements, and such repairs as under this Agreement Licensor is required to make.

d. At all times during the License Period granted herein, Licensor, at its expense, shall maintain in good order and repair all structural portions of the Premises, including the roof and exterior walls, exterior windows, floor structures, exterior sidewalk, including snow removal, interior and exterior pipes and conduits, and utility installations. Licensor shall also make all repairs to the interior of the Premises which may be of a structural nature or which are caused by structural failures or movement, repairs to the interior of the Premises made necessary by leakage of the roof, or by leakage of any utility installation. All repairs to be made hereunder by Licensor shall be made with dispatch and in such a manner and at such time as to cause the least possible inconvenience to Licensee in the conduct of its business.

# **VIOLATIONS:** In connection with Licensee’s obligation to comply with all laws and ordinances as provided in Section 9 hereof, Licensee shall have no obligation to cure any violation of, or any condition violative of, any applicable law or ordinance if such violation or condition arose or existed prior to Licensee’s taking possession of the Premises and such condition would otherwise be deemed a violation upon (a) its discovery or (b) the mere passage of time.

# **OCCUPANCY:** The parties hereto hereby acknowledge their mutual understanding and agreement that this license is intended solely as an accommodation by Licensor of Licensee’s need for space in the Building during the License Period. Upon the expiration of the License Period or the sooner termination of this Agreement as provided herein, Licensee shall (i) quit and surrender the Premises to Licensor in the manner provided for in this Agreement, (ii) vacate the Licensed Premises and remove all of its belongings therefrom, and (iii) restore the Licensed Premises to the condition existing at the time of commencement of this Agreement.

# **UTILITIES:**

Licensor shall maintain and keep active all utilities required by Licensee in its use of the Licensed Premises. Licensor shall pay or cause to be paid, when due, all bills for water and gas, used on, in connection with, or chargeable against the Licensed Premises for any period during the term of this Agreement

Licensor shall, at its sole cost and expense, obtain directly from the public utility company furnishing electric service to the Licensed Premises, all electric energy used or to be used as measured by and electric meter designated to the Licensed Premises.

In order that the personal safety and property of the tenants, occupants and Licensor of the Premises and the Building not be imperiled by overtaxing of the capacity of the electrical distribution system of the Premises or of the Building, Licensee agrees that without the prior written consent of Licensor, Licensee shall not make any changes in, or alterations to the electrical system serving the Premises.

Licensor shall not be liable to Licensee for any loss, damage or expense resulting from any change in the quantity or character of the electric service or its being no longer suitable for Licensee’s requirements or due to cessation or interruption of the supply of electricity, unless such was caused by Licensor’s improper conduct or gross negligence.

# **SIGNAGE:** Licensee shall not darken, paint, color, cover up or obscure any window in the Premises and shall not install any sign, poster, lettering, awning, canopy or other matter on the exterior of the Premises without receiving Licensor’s prior written approval, such approval not to be unreasonably withheld, conditioned or delayed.

# **RIGHT OF ENTRY:** Licensee agrees that, throughout the License Period, Licensor shall have the right to enter the Premises without notice at reasonable hours for the purpose of showing the Premises to prospective purchasers, tenants or mortgagees. Licensor shall provide Licensee with advance notice of at least forty eight (48) hours for all other entry into the Premises, including, without limitation, entry for (i) repairs to the Premises, (ii) contracted work, (iii) construction surveys or (iv) any third-party vendors or service providers.

# **KEYS:** Licensor will provide Licensee with four (4) sets of keys to the Premises.

# **HAZARDOUS MATERIALS:** Licensee further agrees that it shall not suffer, cause or permit “Hazardous Materials” (as defined below) to be used, transported, stored, released, handled, produced or installed in, on or from the Premises or the Building. The term “Hazardous Materials” shall, for the purposes hereof, mean any flammable, explosive or radioactive materials; hazardous wastes; hazardous and toxic substances or related materials; asbestos or any material containing asbestos or any other such substance or material, as defined by any federal, state or local law, ordinance, rule or regulation, including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended; the Hazardous Materials Transportation Act, as amended; the Resource Conservation and Recovery Act, as amended; and in the regulations adopted and publications promulgated pursuant to each of the foregoing. In the event of a breach of the provisions of this Section 16, Licensor may, in addition to all of its rights and remedies under this Agreement and pursuant to law, require Licensee to remove any such hazardous Materials from the Premises or the Building in the manner prescribed for such removal by all requirements of law. The provisions of this Section 11 shall survive the expiration or sooner termination of this Agreement.

# **NOTICE:** All notices required or desired to be given hereunder shall be deemed properly given when mailed by certified mail, return receipt requested, addressed to the parties at the addresses set forth above, unless otherwise specified in this Agreement.

# **INDEMNIFICATION:** Licensor and Licensee each covenants, warrants and represents that no services of any broker or finder have been utilized in connection with this Agreement. Licensor and Licensee agree to indemnify, defend and hold the other harmless from and against any and all claims, demands, causes of action, losses, costs and expenses (including reasonable attorneys’ fees, court costs and disbursements) arising from any claim for commission, fees or other compensation or reimbursement for expenses made by any broker engaged by or claiming to have dealt with Licensor or Licensee in connection with this Agreement, which indemnity shall survive the expiration or termination of this Agreement.

# **WAIVER OF TRIAL BY JURY**: Licensee hereby waives trial by jury in any action or proceeding brought against Licensee by Licensor in any way arising from, or in any way connected with, this Agreement, and Licensee agrees not to claim any setoff or interpose any counterclaim of whatever nature or description except compulsory counterclaims in any such proceeding or action.

# No provision of this Agreement may be modified, waived or changed other than in writing, signed by the parties hereto.

# If, for any reason, any provision of this Agreement shall be unenforceable, then all of the other provisions hereof nevertheless shall be fully effective.

# This Agreement may be executed in any number of counterparts. All such counterparts shall be deemed to be originals and shall together constitute but one and the same instrument.

# The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, and legal representatives.

# This Agreement does not run with, and shall not bind, the real property or any other part of the Building. This license is a personal privilege inuring to the benefit only of Licensee and is not assignable or transferable by Licensee.

# The Premises shall be and remain the sole property of Licensor, and Licensee shall have only the privilege to use the Premises subject to the rights of Licensor as expressed in this Agreement.

23. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Any PDF or facsimile transmittal of original signature versions of this Agreement shall be considered to have the same legal effect as execution and delivery of the original document and shall be treated in all manner and respects as the original document.

**[Remainder of this page left intentionally blank]**

EXHIBIT B

FLOOR PLAN

[ADDRESS]

EXHIBIT C

APPROVED WORK

Licensee Alterations:

**Licensor Alterations:**

EXHIBIT D

MARKETING

1. Licensee requests the following Promotional Materials from the Licensor:

* Confirmed language for crediting Licensor online and in promotional marketing. If none is specified below the following format will be used: “[Address] generously donated by [Licensor]”

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

* Digital file of official logo, 300 dpi
* Contact person for Licensor’s press, marketing or social media departments
* Social media hash tags and links
  + Instagram:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
  + Facebook URL:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
  + Official website:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Licensor grants permission to Licensee to use the Promotional Materials described above to credit, promote, advertise, refer to and recap the Permitted Uses in any and all marketing/promotional materials in various mediums published by Chashama in connection with the Permitted Uses including:

* [www.chashama.org](http://www.chashama.org) (presenter)
* Licensee’s social media channels
* Various printed materials, handouts, flyers, posters, postcards
* Advertisements in various print and digital publications
* Media coverage in various print, broadcast, and digital media outlets

1. Licensee grants permission to Licensor and Licensor grants permission to Licensee to take photographs and audiovisual footage of the Permitted Uses (herein referred to as the “Documentation”).

* Either party shall have the right to utilize the Documentation globally in connection with advertising, promotion, and publicity, campaigns in any and all media now known or hereafter devised, including without limitation, interactive and electronic media, known or hereafter invented, including but not limited to the Internet, websites, HTML emails, and CD/DVD ROMs in both streaming and downloadable formats, and all social media assets (Facebook, Twitter, Instagram, YouTube, etc.).
* In no instance will any element of the Documentation be made available for sale or re-sale to the general public by either party.
* Copies of the images can be made available to either party upon written request.
* Either party is not obligated to take photographs or audiovisual footage of the Permitted Uses.

ADDITIONAL PROVISIONS – FAIR MARKET VALUE

Licensee requests a statement disclosing the market rate that is being asked for the Licensed Premises. This statement will be used internally for Licensee’s annual not-for-profit audit and will not be shared with any other party except for those that are directly involved with the annual audit.

Fair market value of [Address] : Price per square foot = $\_\_\_\_\_\_\_\_ Monthly total rent = $\_\_\_\_\_\_\_\_

Licensee requests the contact person to direct fair market value rental inquiries:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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